

EXHIBIT 32

REVAN MCQUEEN VOLUME 1
 NATIONAL RIFLE ASSOC. vs ACKERMAN MCQUEEN

August 23, 2021

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Page 1

1 IN THE UNITED STATES DISTRICT COURT
 2 FOR THE NORTHERN DISTRICT OF TEXAS
 3 DALLAS DIVISION
 4 NATIONAL RIFLE ASSOCIATION OF *
 AMERICA, *
 5 Plaintiff and Counter- *
 Defendant, *
 6 and *
 7 WAYNE LAPIERRE, *
 8 Third-Party Defendant, * Case No. 3:19-cv-02074-G
 9 V. *
 10 ACKERMAN MCQUEEN, INC., *
 11 Defendant and Counter- *
 Plaintiff, *
 12 and *
 13 MERCURY GROUP, INC., HENRY *
 14 MARTIN, WILLIAM WINKLER, and *
 15 MELANIE MONTGOMERY, *
 Defendants. *

16
 17
 18
 19 *****
 20 VIDEO AND VIDEOCONFERENCE DEPOSITION OF
 21 REVAN MCQUEEN
 22 AUGUST 23, 2021
 23 (Reported Remotely)
 24 VOLUME 1
 25 *****

Page 3

1 A P P E A R A N C E S
 2 FOR THE DEFENDANTS AND COUNTER-PLAINTIFF:
 3 BRIAN E. MASON (Via Videoconference)
 4 Dorsey & Whitney, LLP
 300 Crescent Court, Suite 400
 Dallas, Texas 75201
 (214) 981-9900
 mason.brian@dorsey.com
 6
 7 FOR THE PLAINTIFF AND COUNTER-DEFENDANT:
 8 SARAH B. ROGERS (Via Videoconference)
 THOMAS SEIDLER (Via Videoconference)
 Brewer, Attorneys & Counselors
 1717 Main Street, Suite 5900
 Dallas, Texas 75201
 (214) 653-4000
 sbr@brewerattorneys.com
 11
 12
 13 ALSO PRESENT VIA VIDEOCONFERENCE:
 14 RANDY WRIGHT - Videographer
 TODD STEPANEK - with Brewer, Attorneys & Counselors
 MELANIE MONTGOMERY - Defendant
 15 EMILY DAVIS - with Dorsey & Whitney
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Page 2

1 ANSWERS AND DEPOSITION OF REVAN MCQUEEN, produced
 2 as a witness at the instance of the Plaintiff and
 3 Counter-Defendant, taken in the above-styled and
 4 -numbered cause on the 23th day of August, 2021, A.D.,
 5 beginning at 9:00 a.m., before Brandy Cooper, a
 6 Certified Shorthand Reporter in and for the State of
 7 Texas, in the offices of Harzog, Conger, Cason, located
 8 in Oklahoma City, Oklahoma, in accordance with the
 9 Federal Rules of Civil Procedure and the agreement
 10 hereinafter set forth.
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1 I N D E X
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Page 5		Page 7	
1	E X H I B I T L I S T	1	P R O C E E D I N G S
2		2	THE VIDEOGRAPHER: Good morning. We are
3	No. Description	3	now on the record. The time is now 9:00 a.m. on Monday,
4		4	August 23rd, 2021. This begins the videotaped
5	1 Notice of Deposition 12	5	deposition of Revan McQueen, taken in the matter of
6	2 Counter-Plaintiff Ackerman McQueen, Inc.'s	6	National Rifle Association of America, plaintiff and
7	3 Second Amended Counterclaim 31	7	counter-defendant, versus Ackerman McQueen, Inc.,
8	4 E-mail from Mr. Stinchfield to Various	8	defendant and counter-plaintiff, and Mercury Group,
9	5 Recipients - Subject: Joe and Mika Script;	9	Inc., et al., defendant, filed in the United States
10	6 3-9-18 111	10	District Court, for the Northern District of Texas,
11	7 E-mail Chain Beginning with E-mail from	11	Dallas Division, case number of which is
12	8 Mr. Stinchfield to Mr. McQueen and Mr. Martin;	12	3:19-CV-02074-G.
13	9 3-15-18 119	13	Today -- I'm sorry. The videographer
14	10 E-mail Chain Beginning with E-mail from	14	today is Randy Wright. The court reporter today is
15	11 Ms. Payne to Mr. McQueen; 3-12-18 122	15	Brandy Cooper, and we are both representing Esquire
16	12 Services Agreement; 4-30-17 130	16	Deposition Solutions.
17	13 NRATV Monetization Next Steps/Action Plan	17	Counsel, will you please announce your
18	14 1/19/18 158	18	name and whom you represent, after which the court
19	15 Letter to Mr. Arulanandam from Ms. Montgomery	19	reporter will swear in the witness.
20	16 Attaching the NRATV Analytics Report 184	20	MS. ROGERS: Sarah Rogers with Brewer
21	17 NRATV NOTES Regarding Data Availability and	21	Attorneys & Counselors. I represent the plaintiff, the
22	18 Notes; Engaged View Definitions; Completed	22	National Rifle Association of America.
23	19 View Definitions 192	23	MR. MASON: This is Brian Mason, Dorsey &
24	20 NRATV Cam & Company 2018 Metrics 204	24	Whitney, on behalf of Ackerman McQueen and Mercury
25	21 Letter to Mr. Greenberg from Mr. Bisack;	25	Group, William Winkler, Melanie Montgomery and Henry
	22 8-15-16 206		
Page 6		Page 8	
1	12 Dr. Bergin's Rebuttal Expert Report; 7-1-21 224	1	Martin.
2	13 E-mail from Ms. Montgomery to Mr. McQueen;	2	THE REPORTER: Are there any stipulations
3	14 9-6-18 227	3	or agreements for the record before we begin?
4	15 Contest Summary 234	4	MR. MASON: No, ma'am.
5	16 E-mail from Revan McQueen to Angus McQueen;	5	THE REPORTER: One second.
6	17 1-5-19 237	6	This is the video and videoconference
7	18 E-mail Chain Beginning with E-mail from	7	deposition of Revan McQueen. It is being conducted
8	19 Mr. McQueen to Various Recipients; 9-21-18	8	remotely in accordance with the First Emergency Order
9	20 Regarding Conference Call 240	9	Regarding the COVID-19 State of Disaster, Paragraphs 2.b
10	21 E-mail Chain Beginning with E-mail from	10	and c. The witness is located at the offices of
11	22 Mr. McQueen to Ms. Montgomery; 9-21-18 241	11	Hartzog, Conger & Cason, located in Oklahoma City,
12	23 E-mail from Ms. Azimi to Mr. McQueen; 9-24-19	12	Oklahoma.
13	24 Attaching Letter to Mr. LaPierre 247	13	My name is Brandy Cooper, CSR No. 7211. I
14	25 Letter to Mr. Brewer from Mr. Ryan; 4-22-18 277	14	am administering the oath and reporting the deposition
15	16 Letter to Col. North from William Winkler;	15	by stenographic means from my residence in the State of
16	17 October 2018 280	16	Texas. My business address is 1700 Pacific Avenue,
17	18 Declaration of Revan McQueen 324	17	Suite 1000, in Dallas, Texas. The witness has been
18		18	identified to me through attestation of counsel.
19		19	REVAN MCQUEEN,
20		20	having been first duly sworn, testified as follows:
21		21	THE VIDEOGRAPHER: This is the
22		22	videographer. I know Mr. Mason's in the same room, but
23		23	it looks like you dropped off -- oh, wait, he's there
24		24	again. Sorry about that. You may proceed.
25		25	EXAMINATION



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1 BY MS. ROGERS:
 2 Q. All right. Good morning, Mr. McQueen. My name
 3 is Sarah Rogers. I represent the NRA in this
 4 litigation, as you know.
 5 Have you ever been deposed before?
 6 A. No, I have not. And -- and I hate to not
 7 answer this question. I -- I can't see you anymore
 8 so --
 9 MS. ROGERS: My camera is on. Can other
 10 people see me?
 11 MR. MASON: Hold on, hold on --
 12 A. No, ma'am. I think -- I think I've been
 13 spot -- spotlighted again --
 14 MR. MASON: Give us two seconds.
 15 A. There you are. All right. Sorry about that.
 16 Q. (BY MS. ROGERS) Hi. All right. If I
 17 disappear again, let me know.
 18 A. I will.
 19 Q. Okay. So this is your first deposition?
 20 A. I -- I'm sorry, guys, it just keeps on going.
 21 I apologize.
 22 THE VIDEOGRAPHER: Stand by. It looks
 23 like somebody is pulling the spotlight off. Maybe --
 24 MR. MASON: I don't want -- I don't want
 25 him spotlighted. I -- I'm trying to -- to spotlight --

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1 I'm trying to pin the lawyer, Ms. Roger, who's going to
 2 be asking the questions, so --
 3 THE VIDEOGRAPHER: Actually, it's possibly
 4 the court reporter -- shall we go off the record
 5 shortly, just to get it situated?
 6 MS. ROGERS: Yeah. Let's go off the
 7 record briefly.
 8 THE VIDEOGRAPHER: Stand by. We are going
 9 off the record briefly. The time is 9:04 a.m.
 10 (Break was taken.)
 11 THE VIDEOGRAPHER: We are back on the
 12 video record. The time is 9:10 a.m.
 13 Q. (BY MS. ROGERS) All right. Mr. McQueen, can
 14 you hear me okay?
 15 A. I can, yes.
 16 Q. Can you see me this time?
 17 A. Yes, ma'am.
 18 Q. All right. Great. If I disappear, let me know
 19 and we'll address it. Hopefully, that doesn't happen.
 20 Now, before we went off record, I
 21 understood that this was your first ever deposition; is
 22 that right?
 23 A. Yes, ma'am.
 24 Q. All right. So before we start, I'd like to go
 25 over a few basic ground rules.

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1 This deposition is being transcribed, so
 2 it's important that your answers are verbal and
 3 explicit. So instead of nodding or saying "uh-huh,"
 4 please say "yes" or "no" for the record. Is that clear?
 5 A. Yes.
 6 Q. I will try to -- try -- try to pause after I
 7 ask a question to give your lawyer a chance to object
 8 and to make sure we don't speak over each other, and I
 9 will try not to speak over you. Is that okay?
 10 A. Yes, ma'am.
 11 Q. All right. Before we start, I'd like to go
 12 over some terms I plan to use, to make sure they're
 13 mutually understood when I use them. And they're mostly
 14 just defined terms from the documents in this case.
 15 So if I mention Ackerman, you'll
 16 understand that I'm referring to Ackerman McQueen, Inc.,
 17 right?
 18 A. Yes, ma'am.
 19 Q. All right. If I mention Mercury or the Mercury
 20 Group, you'll know I'm talking about Ackerman's
 21 subsidiary, the Mercury Group, Inc. Okay?
 22 A. Yes.
 23 Q. All right. And if I mention the Services
 24 Agreement, can we agree that refers to the Services
 25 Agreement entered into between Ackerman, Mercury and the

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1 NRA on April 30th, 2017?
 2 A. Yes. It has an amendment which I usually
 3 hear --
 4 Q. Right.
 5 A. -- with it, so --
 6 Q. And so we'll -- and so if I refer to the
 7 Services Agreement, can we -- can we agree that refers
 8 to the Services Agreement enter into between Ackerman,
 9 Mercury and the NRA on April 30th, 2017, for which
 10 there's a document entitled the, First -- First
 11 Amendment to Services Agreement dated May 6th, 2018?
 12 A. Yes.
 13 Q. Okay. Great.
 14 And in the Services Agreement, Ackerman
 15 and Mercury are referred to collectively as "AMc." Any
 16 objection if I use that term in this deposition?
 17 A. No, ma'am.
 18 Q. Great.
 19 All right. So I believe the court
 20 reporter has already marked Exhibit 1, which is a Notice
 21 of Deposition to you. Let me know if you are able to
 22 see that document.
 23 (Exhibit No. 1 was marked.)
 24 A. I can, yes.
 25 Q. (BY MS. ROGERS) Great.

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1 Have you seen this document before?

2 A. I have not.

3 Q. All right. What did you do to prepare for

4 today's deposition?

5 A. I had conversations with my counsel.

6 Q. Which counsel?

7 A. Brian Mason.

8 Q. Any other lawyers?

9 A. No. At one point, Brian Vanderwoude.

10 Q. Brian who, I'm sorry?

11 A. Vanderwoude.

12 Q. Vanderwoude.

13 And you said "conversations." Were these

14 telephonic conversations? In-person meetings?

15 A. In person. And the other Brian, Vanderwoude,

16 was on the telephone.

17 Q. Okay. So you said multiple conversations. How

18 many -- how many meetings with Brian Mason did you have?

19 A. If I -- I don't think I said multiple, but if I

20 did, then I just said conversations. It was throughout

21 one day.

22 Q. Got it.

23 And what day was that?

24 A. Yesterday.

25 Q. Yesterday.

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1 So you met with Mr. Mason in Oklahoma

2 City; is that right?

3 A. I did, yes.

4 Q. And Mr. Vanderwoude joined for at least part of

5 the day by phone, right?

6 A. Yes.

7 Q. Did you speak with anyone else to prepare for

8 today's deposition?

9 A. There were some people present during our --

10 our -- on telephone during our conversations.

11 Q. And who -- who joined by telephone during your

12 deposition preparation?

13 A. If I can remember correctly, we had a

14 conversation with one of our IT individuals. His name

15 is Jason Peak. Peter Farrell at one point, I believe.

16 My wife, Katie McQueen, was also -- she stopped by

17 the -- the conference room a couple times. And I

18 apologize if I'm forgetting anybody, but I -- I think

19 those were the people.

20 Q. Okay. Great.

21 When we stated appearances for the record

22 at the outset of this deposition, Mr. Mason stated that

23 he was here representing the defendants in this case.

24 Is Mr. Mason representing you as well?

25 A. He is representing our company.

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1 Q. Okay. When you spoke with Jason Peak to

2 prepare for today's deposition, what did you discuss?

3 MR. MASON: Objection. I'm going to

4 instruct the witness not to answer to the extent it

5 calls for attorney/client communications.

6 A. Mr. -- Mr. Mason was present during that entire

7 conversation.

8 Q. (BY MS. ROGERS) And was Mr. Mason present

9 during the entire conversation with Peter Farrell?

10 A. Yes, ma'am.

11 Q. And was he present during the entire

12 conversation with Katie McQueen?

13 A. Yes, ma'am.

14 Q. Did you review any documents to prepare for

15 today's deposition?

16 A. I did.

17 Q. Were those documents provided to you by

18 counsel?

19 A. Yes, ma'am.

20 Q. Any -- did you review any documents other than

21 the ones provided to you by counsel?

22 A. No.

23 Q. And did any of the documents refresh your

24 recollection about anything?

25 A. Yes. I would -- I would say a few of them did.

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1 Q. Which documents refreshed your recollection?

2 A. I would have to see them again to remember

3 what -- what actually was the refreshing part of the

4 recollection. So I -- would you like me to identify

5 them when they come up?

6 MR. MASON: And I'm going to -- I'll

7 instruct you not to answer and disclose documents that

8 were provided to you by counsel in preparation for your

9 deposition here today.

10 MS. ROGERS: And that instruction applies

11 even to documents which the witness has stated refreshed

12 his recollection, right?

13 MR. MASON: Well, he testified that he

14 didn't recall the specific documents which refreshed his

15 recollection, so I think he's answered the question.

16 MS. ROGERS: All right. Well, the

17 witness -- the witness noted that if a document was

18 shown to him and he recognized it from deposition prep,

19 he would be able to indicate whether this was one of the

20 documents that refreshed his recollection.

21 Are you instructing him not to do that?

22 MR. MASON: I am.

23 MS. ROGERS: Okay. Instruction is noted

24 for the record.

25 Q. (BY MS. ROGERS) Mr. McQueen, so you did not



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1 speak with Bill Winkler to prepare for today's
2 deposition, right?
3 A. To prepare -- excuse me, I was taking a drink
4 of water.
5 Bill and I speak often. He and I did not
6 speak in regards to preparation. Of course, he knows
7 that I am being deposed.
8 Q. Have you spoken to him about your deposition?
9 A. I mean, in the sense that he knows that I am
10 being deposed, yes.
11 Q. What about Tony Makris, have you spoken to him
12 about your deposition?
13 A. He knows that I'm being deposed, similar to
14 Mr. Winkler.
15 Q. Have you had any conversations about the
16 deposition other than the fact that you're being
17 deposed?
18 A. No.
19 Q. Same question as to Melanie Montgomery.
20 A. She knows that I -- she knows I'm being
21 deposed. I have not actually had any conversation that
22 even talks about the, you know, upcoming depositions.
23 Q. Now, it's your -- you understand that AMc has
24 retained a number of expert witnesses in this case?
25 A. I do, yes.

Page 18

1 Q. Did you speak with any of those experts to
2 prepare for today's deposition?
3 A. I did not.
4 Q. Have you been watching the other depositions in
5 this case?
6 A. I have not.
7 Q. Okay. Have you been reading the transcripts?
8 A. The transcripts were provided to me by counsel.
9 So I -- yes, I mean I -- I read them in that tran- --
10 that transaction.
11 Q. And when you said provided to you by counsel in
12 that transaction, are you referring to yesterday's
13 deposition preparation meeting with Brian Mason in
14 Oklahoma City?
15 A. Correct.
16 Q. Have you spoken to any of the other witnesses
17 in this case about their depositions?
18 A. If I -- if I had any conversations with anyone,
19 it was just a very broad, it went well, it didn't go
20 well. Yeah.
21 Q. Okay. Did you take any notes during your
22 deposition preparation?
23 A. I did not.
24 Q. Did you bring any notes or documents with you
25 today?

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1 A. No, ma'am.
2 Q. Okay. All right. So let's talk a little more
3 about documents. I'd like to discuss the types of
4 documents you generate in the course of your work for
5 the NRA, and how and where those documents are kept.
6 A. Okay.
7 Q. You live in Oklahoma, right?
8 A. I do, yes.
9 Q. And you work out of Ackerman's headquarters in
10 Oklahoma City?
11 A. Yes, I do.
12 Q. Does your office have a computer in it?
13 A. My office -- my -- my specific office?
14 Q. Yes.
15 A. It does not. I have a laptop that I carry with
16 me between my work and my home.
17 Q. Is that -- is it a MAC? Is it a PC?
18 A. It is a MAC.
19 Q. And at any point, did your counsel search your
20 MAC laptop for documents relevant to this litigation?
21 A. I don't --
22 MR. MASON: Objection to foundation.
23 Go ahead.
24 A. I don't recall the exact process.
25 Q. (BY MS. ROGERS) Okay. Well, without telling

Page 20

1 me -- and I don't want you to testify at any point today
2 about legal advice you sought from Dorsey & Whitney or
3 legal advice they gave you, but I do want to know
4 whether any lawyers came to you and said, Can we borrow
5 your laptop, we need to search it for documents?
6 MR. MASON: Objection. I'm going to
7 instruct you not to answer to the extent that that would
8 require you to divulge attorney/client communications.
9 A. Yeah, I can't tell you. I really can't speak
10 to anything that any attorney said to me or didn't say
11 to me.
12 Q. (BY MS. ROGERS) Okay. Well, let's set aside
13 attorney/client communications. Did you provide your
14 laptop to anyone at any point under circumstances that
15 you understood related the document collection in this
16 litigation?
17 A. I wouldn't have handed it to anyone other than
18 an attorney.
19 Q. Did you -- and this is just a yes-or-no
20 question. Did you hand it to an attorney?
21 A. No.
22 Q. So you mentioned that you maintain an office at
23 Ackerman's Oklahoma City headquarters. Do you maintain
24 offices at any of Ackerman's other locations?
25 A. Well, I did. We don't really office out of our

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1 Dallas location anymore. And I'm trying to remember --
 2 I can't recall when I moved out of that office, whether
 3 the litigation had started or not.
 4 Q. Now, how long have you had your MAC laptop?
 5 A. I can't recall the exact model, when I got this
 6 new model.
 7 Q. Do -- do you know if you had it at the time
 8 this lawsuit started?
 9 A. I can't recall this exact model, this -- this
 10 exact physical one.
 11 Q. In addition to the MAC laptop we just
 12 discussed, have you owned any other laptops during the
 13 course of this litigation?
 14 A. No other laptops, no.
 15 Q. What about desktop PCs?
 16 A. I have not owned any desktop PCs, no.
 17 Q. And I use the term "PC," but that would compass
 18 a MAC. Any desktop computer?
 19 A. Our company owns -- I mean, I don't know how
 20 many. So I guess in -- in the sense that I am a
 21 co-owner of the company and -- and the company that
 22 provides those computers to the company, I -- I guess I
 23 own maybe hundreds of computers.
 24 Q. So you answered that very legalistically, so
 25 your lawyers prepped you well. So you may -- may

Page 22

1 indirectly own computers owned by Ackerman, but my
 2 question -- and I'll phrase it more precisely is, apart
 3 from the laptop we just discussed, are there any other
 4 computers that you have used in connection with
 5 Ackerman-related business since 2018?
 6 A. I can't recall specifically. I -- I do have
 7 a -- in my -- in my old house, I believe there was a
 8 computer, a desktop computer, and I don't believe that
 9 traveled with us when it -- when we moved. I most
 10 certainly don't use one. I -- I use this laptop pretty
 11 exclusively unless, of course, I'm at the office when I
 12 am working on -- I'm working on someone else's computer
 13 or a presentation computer that's in a presentation
 14 space.
 15 Q. So the desktop at your old house, did you ever
 16 use that for work?
 17 A. Yeah, I did. I -- I used it for Zooms
 18 primarily, when -- when COVID started, and any -- I
 19 think I probably used it for some photo backup,
 20 photography backup, but I don't -- I don't know how much
 21 of that had to do with work. I -- I would have to --
 22 I'd have to think about that.
 23 Q. All right. Now, as before, I don't want you to
 24 testify about conversations you had with your lawyers,
 25 but this is a yes-or-no question. To your knowledge,

Page 23

1 did anyone visit or access the desktop computer at your
 2 old house and collect documents relevant to this
 3 litigation?
 4 A. No, ma'am.
 5 Q. Did anyone -- did anyone ask to visit or access
 6 the desktop computer at your house for purposes of
 7 document collection in this litigation?
 8 A. Not to my knowledge.
 9 Q. Do you have an iPhone?
 10 A. I do.
 11 Q. How long have you had your iPhone?
 12 A. Just for clarification, the current iPhone?
 13 Q. Sure. Well, let's start with the current one.
 14 I'm going to be interested in devices you've used during
 15 this litigation and the year preceding it, so I'm not
 16 asking for every iPhone you've ever owned. Let's work
 17 backwards from the one you have now.
 18 A. Okay. I think it was last year when I -- I got
 19 this new one. I don't know when the latest one came
 20 out. That would be -- maybe last year. They come out
 21 with so many so fast, I don't know.
 22 THE REPORTER: Ms. Rogers, everybody sure
 23 would have a better rough draft if you would slow down
 24 just a little bit, please.
 25 MS. ROGERS: Will do.

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1 THE REPORTER: Thank you.
 2 MS. ROGERS: I will. Okay.
 3 Q. (BY MS. ROGERS) All right. So your current
 4 iPhones, is that you only Smartphone?
 5 A. It is, yes.
 6 Q. And is that Smartphone paid for by Ackerman?
 7 A. It, I believe -- you know, I would have to
 8 check on that. I don't -- I don't know the answer to
 9 that precisely at this moment.
 10 Q. Well, some people have a work phone and a
 11 personal phone. But you only have one phone, is that
 12 fair to say?
 13 A. Yes, that is correct, I only have one phone.
 14 Q. And has that been your practice since
 15 roughly -- since at least 2018, to have one phone you
 16 use for business and personal communication?
 17 A. Yes, ma'am. I -- I had a Verizon phone at one
 18 point that was a flip phone when I was traveling to some
 19 locations after my -- my father passed away. And I was
 20 on the -- I was on the road and I needed a phone that
 21 would have good service coverage. That physical phone,
 22 I don't even know where it is anymore.
 23 Q. Now, if you replace -- and have you been an
 24 iPhone user -- how long have you been an iPhone user?
 25 A. Since -- well, since the iPhone came out.



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1 Q. Got it. And --

2 A. I tried BlackBerry once and it didn't work very

3 well.

4 Q. Yeah, I -- I was on BlackBerry for a long time,

5 but I like the iPhone better.

6 A. Yeah.

7 Q. So would you say that it's your practice to

8 replace the -- your iPhone every year or two; is that

9 about right?

10 MR. MASON: Objection, foundation.

11 A. Yeah, I don't really have a cadence. I

12 don't -- I don't know if I have a cadence for...

13 Q. (BY MS. ROGERS) Well, since 2018, you've had

14 more than one iPhone, is that fair to say?

15 A. I am fairly confident that, yes, that is --

16 that is certain, yes. If I replaced this one last year,

17 which I think I said earlier, then yes, I've had more

18 than one.

19 Q. Okay. And during that time period when you've

20 acquired a new iPhone, what have you done with your old

21 one?

22 A. I've probably given it to my IT -- IT

23 department. So when you ask the question about

24 ownership, that's why I pause because I don't know

25 exactly who owns that. But I've handed it to our IT

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1 department.

2 Q. Okay. Since 2018, have you provided any of

3 your iPhones to anyone for purposes of document

4 collection in connection with this litigation?

5 A. I would have only handed a device to an

6 attorney.

7 Q. And did you hand any of your iPhones to an

8 attorney for purposes of document collection in

9 connection with this litigation?

10 A. Not to my recollection.

11 Q. Do you know whether Ackerman's IT department

12 provided any of your old iPhones to anyone for purposes

13 of document collection in connection with this

14 litigation?

15 A. I do not know.

16 Q. Are you a user of the app Signal?

17 A. App Signal. You know, at times -- there was a

18 time when I was in -- yes, I had it downloaded -- Josh

19 Powell was using it back in -- he wanted everyone to

20 download it back in 20 -- let's say 2018. And I believe

21 he also wanted everyone to be using Proton mail. I

22 don't know if that -- which I never used, by the way.

23 Q. But you did download Signal, right?

24 A. I did.

25 Q. Did you use Signal to communicate with Josh

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1 Powell?

2 A. I did not.

3 Q. Did you use Signal to communicate with anyone

4 at the NRA?

5 A. I did not.

6 Q. Did you use Signal to communicate with anyone

7 about the NRA?

8 A. I did not.

9 Q. What about regular text messages, did you

10 exchange regular text messages with anyone at the NRA?

11 A. I'm sure that I had regular text messages with

12 Josh. I -- I'm pretty -- I'm pretty positive, yeah.

13 And I -- I can't remember anyone else at this moment,

14 no.

15 Q. What about with co-workers at AMc, do you

16 exchange text messages with them?

17 A. I do.

18 Q. Now, we talked about people collecting

19 documents off of your computer and your phone. Without

20 telling me about any conversations you've had with your

21 counsel, can you tell me if you've provided hard copy

22 documents to anyone in connection with this litigation?

23 MR. MASON: And I'm just going to object

24 as overbroad.

25 When you say "litigation," are you

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1 referring to the federal district court litigation? Or

2 are you also including the Virginia litigation as well?

3 MS. ROGERS: That's a good point. I'll

4 clarify.

5 Q. (BY MS. ROGERS) So since 2018, has any -- and

6 this is a yes-or-no question. Since 2018, has anyone

7 come to you and asked for any hard copy or paper

8 documents you might have relating to the NRA?

9 A. I don't believe so.

10 Q. Do you have an assistant?

11 A. I do -- or I did. Sorry.

12 Q. And what was your assistant's name?

13 A. Ariana Azimi.

14 Q. Did you share -- was she also Angus McQueen's

15 assistant?

16 A. No, ma'am.

17 Q. No, ma'am -- no?

18 A. No, yes.

19 Q. And to your knowledge, did anyone collect

20 documents from -- I'll strike that. I'll rephrase.

21 To your knowledge, since 2018, has anyone

22 gathered documents from Ariana Azimi relating to the

23 NRA?

24 A. Not to my knowledge. I -- I can't remember.

25 Q. AMc does not have a general counsel, right?

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1 A. No, ma'am.

2 Q. Who at AMc directs Dorsey & Whitney in this
3 case?

4 MR. MASON: Objection, vague and
5 ambiguous.

6 Also, to the extent that that requires you
7 to divulge attorney/client communications, I would
8 instruct you not to answer.

9 Q. (BY MS. ROGERS) All right. Well, let me
10 rephrase that. And I want to be clear, I'm not asking
11 for the substance of legal advice you've asked for or
12 the substance of legal advice Dorsey & Whitney has
13 given. I'm just trying to understand who -- who tells
14 the lawyers what to do. So who at AMc does that?

15 MR. MASON: Objection, foundation.

16 A. A -- a few people have interactions with our
17 attorneys.

18 Q. (BY MS. ROGERS) Who are they?

19 A. Would you like me to name them?

20 Q. Please.

21 A. I'll do my best to remember. Just the normal
22 group. So myself, Bill Winkler, Melanie Montgomery,
23 Brandon Winkler, Tony Makris, to an extent. And I -- I
24 think that that's probably -- I think that's probably a
25 list for what -- when you talk about directing

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1 attorneys.

2 Q. Got it.

3 So who -- so when your -- your attorneys
4 file documents in this case, who reviews them to make
5 sure that they're accurate?

6 MR. MASON: Objection, foundation.

7 A. I would say that same group.

8 Q. (BY MS. ROGERS) And you are the current sole
9 CEO of Ackerman, right?

10 A. I am, yes, ma'am.

11 Q. So would you say that you are the top ranking
12 member of that group in terms of seniority and
13 authority?

14 MR. MASON: Objection, foundation, calls
15 for speculation. Also to the extent it calls for a
16 legal conclusion.

17 A. Yeah, I don't -- I don't want to necessarily
18 speculate on who necessarily would have the ultimate
19 authority. I -- as the chief executive, I take
20 responsibility, I guess you would say, for decisions.

21 Q. (BY MS. ROGERS) Have you reviewed any
22 documents filed in this case to ensure that they were
23 accurate?

24 A. I have, yes.

25 Q. Which documents?

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1 A. That's quite --

2 MR. MASON: Objection, foundation.

3 Yeah, to the extent you know.

4 A. That's quite a long list. I -- I can't
5 remember everything. I -- I definitely reviewed my own
6 affidavits, for sure. And I reviewed some of the
7 filings. Some of the filings, definitely. There have
8 been a lot of documents, though.

9 Q. (BY MS. ROGERS) There absolutely have. I feel
10 your pain there.

11 All right. So I'm going to ask my
12 colleague to put up Tab A, which I'm going to ask the
13 court reporter to mark as Exhibit 2. And please let me
14 know when you're able to see the next document.

15 A. Working on it.

16 (Exhibit No. 2 was marked.)

17 Q. (BY MS. ROGERS) All right. So I've asked the
18 court reporter to mark as Exhibit 2 a copy of
19 counter-plaintiff Ackerman McQueen, Inc.'s second
20 amended counterclaim. That is ECF No. 238-1 in this
21 case.

22 Mr. McQueen, are you able to see the
23 exhibit?

24 A. Yes, I can. Yes.

25 Q. Have you seen this document before?

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1 A. Yes, I have.

2 Q. Great.

3 You verified several documents under oath
4 in this case, right?

5 MR. MASON: Objection. Objection,
6 misleading, vague and ambiguous.

7 Go ahead.

8 A. When you say verified many documents, what --
9 what documents are you referring to?

10 Q. (BY MS. ROGERS) Sure. So I don't know if I
11 said "many." I said "several."

12 A. Sorry.

13 Q. But you -- you recalled a moment ago that you
14 filed affidavits in this case that you signed, right?

15 A. I did, yes. I believe it's three, if my count
16 is correct.

17 Q. I think that's right.

18 And I'll confess to you it's a technical
19 thing, but in federal court, these are called
20 declarations. And you remember signing several
21 documents titled "Declaration of Revan McQueen," right?

22 A. Yes. Sorry.

23 Q. That's okay.

24 And when you signed those -- and we'll
25 look at a couple of them later -- you understand that

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1 you're attesting under penalty of perjury that the
 2 statements in those declarations are true and correct,
 3 right?
 4 A. I do understand that, yes.
 5 Q. Okay. If called upon to attest that the
 6 allegations in Exhibit 2, the second amendment
 7 counterclaim, are true and correct, could you?
 8 MR. MASON: I'm just going to object.
 9 And to the extent that counsel is going to
 10 ask you about every single allegation in that entire
 11 document, then feel free to read through the entirety of
 12 the document before you answer that question.
 13 I'll also object based upon foundation.
 14 Q. (BY MS. ROGERS) You can answer.
 15 A. Would you like me to read through this
 16 document?
 17 Q. Well, let's put it this way: Without rereading
 18 every allegation in the document, can you express a view
 19 on whether the allegations contained in it are true and
 20 correct?
 21 MR. MASON: Same -- same objection, same
 22 instructions.
 23 A. Would you like me to read the document?
 24 Q. (BY MS. ROGERS) Well, I -- let's answer the
 25 pending question and then we can read specific parts of

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1 the document.
 2 A. I think I --
 3 MR. MASON: Same -- same instructions,
 4 same objections.
 5 To the extent that the question involves
 6 the entirety of this 85-page document, the factual basis
 7 of any of it, then feel free to read the entirety of the
 8 document.
 9 A. I think I would prefer to read the document
 10 before I answer your question.
 11 Q. (BY MS. ROGERS) Okay. Let me ask a slightly
 12 different question. You testified that you reviewed
 13 certain documents before they were filed in this case to
 14 make sure that you thought they were accurate, right?
 15 A. Yes. The specific ones, I -- I can't remember.
 16 Q. Do you remember if you reviewed this document
 17 before it was filed to determine whether the allegations
 18 contained in it were accurate?
 19 A. To the best of my knowledge, I reviewed this
 20 document. I'd need to read it again to make sure, if I
 21 need to remember that.
 22 Q. So you say to the best of your knowledge, you
 23 reviewed the document. To the best of your knowledge,
 24 did you -- did you look at the allegations to determine
 25 if they were accurate?

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1 A. Yes.
 2 Q. And are you -- do you know whether anyone else
 3 at AMc reviewed this document before it was filed to
 4 assure that the allegation contained in it were
 5 accurate?
 6 A. I don't know that for sure. I didn't watch
 7 anyone read it.
 8 Q. Got it. All right. So you testified that you
 9 reviewed this document before it was filed to determine
 10 if the allegations in it were accurate, right?
 11 MR. MASON: Objection. Based upon his --
 12 foundation.
 13 Go ahead, you can answer the question.
 14 A. Can you repeat that -- that statement?
 15 Q. (BY MS. ROGERS) Sure. Sure.
 16 So we were talking about documents you
 17 reviewed in this case to make sure that what's going on
 18 file is true, right? And you testified that, to the
 19 best of your knowledge, this was one of the documents
 20 you reviewed, and you reviewed it with an eye toward
 21 making sure the allegations were true. Is that fair --
 22 is that a fair characterization of your testimony?
 23 A. I'm not sure that I said I reviewed it with an
 24 eye toward making sure things were true. Those were not
 25 my words -- unless I did say that. But I -- I did -- I

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1 did -- I did say that I -- I -- to the best of my
 2 knowledge, I read this document.
 3 Q. Okay. Well, do you -- when you read this
 4 document, do you recall seeing any allegations in it
 5 that you didn't think were true?
 6 A. I don't recall anything that I saw that I
 7 thought was untrue.
 8 Q. When you read this document, did you make any
 9 effort to confirm that the allegations contained in it
 10 were true?
 11 MR. MASON: Objection, vague and
 12 ambiguous.
 13 Go ahead.
 14 A. Yeah, I'm -- I'm not sure -- I'm not sure in
 15 terms -- can you describe effort?
 16 Q. (BY MS. ROGERS) Sure. So if you read a
 17 document and it alleges that specific things happened
 18 between specific people on specific dates, you might
 19 check your recollection or your records to confirm that
 20 what's alleged is true. Does that make sense?
 21 MR. MASON: Objection, compound. Vague
 22 and ambiguous.
 23 You can answer the question.
 24 A. Yeah, I -- I'm trying to follow because, you
 25 know, most -- most conversations would have been with

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1 attorneys. So I -- I'm not -- I'm not exactly how far
 2 I -- I'm supposed to go here.
 3 Q. (BY MS. ROGERS) Okay. Well, I'm going to ask
 4 a yes-or-no question and we'll see if your counsel
 5 instructs you not to answer.
 6 Did anyone ask you whether any of the
 7 allegations contained in this document were true or
 8 false?
 9 A. To my recollection, no one proactively asked
 10 me.
 11 Q. To your knowledge, was anyone at AMc asked to
 12 confirm whether the allegations contained in this
 13 document were true or false?
 14 A. Well, I'm sure our -- our counsel and plenty of
 15 us had conversations about this document.
 16 Q. Okay. But, so I have a narrower question,
 17 though. To your knowledge, was anyone at AMc asked
 18 whether the allegations in this document were true or
 19 false?
 20 MR. MASON: Objection, asked and answered,
 21 and also foundation, calls for speculation as to when
 22 everybody reviewed it as to this document.
 23 MS. ROGERS: I'm asking only as to his
 24 knowledge. So if he doesn't know, he doesn't know.
 25 Q. (BY MS. ROGERS) But you can answer,

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1 Mr. McQueen.
 2 A. I'm not sure I -- I'm not sure I know the
 3 answer to that question without revealing conversations
 4 between counsel and -- and everyone.
 5 Q. Okay. So I'm going to ask it as a yes-or-no
 6 question, and I don't want legal advice, and you can
 7 answer unless your counsel instructs you not to. Does
 8 that make sense?
 9 A. Yes, it does.
 10 Q. Okay. So yes or no, to your knowledge, was
 11 anyone at AMc asked whether the allegations contained in
 12 this document were true or false?
 13 MR. MASON: Based upon foundation, and to
 14 the extent that that would require you to divulge
 15 attorney/client communications, I instruct you not to
 16 answer.
 17 A. Yeah, I don't -- I don't think I can answer
 18 that question, based on attorney/client privilege.
 19 Q. (BY MS. ROGERS) All right. Over the past
 20 several months, people working at AMc's behest have been
 21 calling around Dallas conducting research on the NRA's
 22 outside counsel, Bill Brewer, right?
 23 MR. MASON: Objection, foundation, calls
 24 for speculation.
 25 A. I have no idea what that refers to.

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1 Q. (BY MS. ROGERS) Okay. So you have no
 2 knowledge of -- do -- are you familiar with the term
 3 "opposition research"?
 4 A. Yes, as it -- as it is used in a political
 5 sense. You know, I hear it on the news every now and
 6 then, like every political cycle. Are you referring to
 7 like what one candidate would do against another
 8 candidate, is that --
 9 Q. Well, opposition -- it's fair to say that
 10 opposition research is an attempt to dig up adverse or
 11 damaging information on a target; is that fair?
 12 MR. MASON: Objection, foundation, calls
 13 for speculation.
 14 A. I'm -- I'm not sure. I'm not sure what that
 15 definition is. I just -- I'm telling you what -- a
 16 context in which I have heard the term "opposition
 17 research."
 18 Q. (BY MS. ROGERS) Okay. To your knowledge, has
 19 AMc hired any private investigators to conduct
 20 opposition research on the NRA?
 21 A. To my knowledge, no.
 22 Q. To your knowledge, has AMc hired my private
 23 investigators to conduct any opposition research on the
 24 NRA's outside counsel?
 25 A. To my knowledge, no.

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1 Q. Setting aside the term "opposition research"
 2 because we had a little bit of ambiguity about the
 3 meaning of that term outside of politics, to your
 4 knowledge, has AMc hired anyone to conduct research on
 5 Bill Brewer?
 6 A. To my knowledge, no.
 7 Q. So to your knowledge -- strike that.
 8 So you're not aware, sitting here today,
 9 of anybody acting on AMc's behalf telephoning current
 10 clients of the Brewer firm asking questions about Bill
 11 Brewer?
 12 A. Not that I am aware of.
 13 Q. What about former clients of the Brewer Firm,
 14 same -- same question?
 15 A. Not that I am aware of.
 16 Q. And what about social acquaintance of the
 17 Brewer family?
 18 A. Not that I am aware of.
 19 Q. Now, I asked -- I asked whether such research
 20 was being conducted on AMc's behalf. Are you aware of
 21 any such research being conducted on the behalf of any
 22 individual defendant in this case?
 23 A. Not that -- no, not that I'm aware of.
 24 Q. Have you recorded any conversations with anyone
 25 in the last three years?

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1 A. Can you define recorded?
 2 Q. Sure. So we'll -- we'll go through different
 3 permutations. So what about an audio recording of a --
 4 of a verbal conversation?
 5 A. Not that I can recall.
 6 Q. What about a video recording?
 7 A. A video recording of an audio?
 8 Q. No, sorry, of a conversation.
 9 So, for example, we -- we've seen a lot of
 10 news items involving videos taken on people's
 11 Smartphones of police interactions and the like, right?
 12 A. Are you asking if I recorded a video in the
 13 past three years?
 14 Q. Have you recorded any -- have you made a video
 15 recording of any conversation with anyone in the past
 16 three years?
 17 A. Sure, I have made a video recording of someone
 18 in the past three years, yes.
 19 Q. Okay. Have you made a video recording of any
 20 conversation with anyone in the past three years where
 21 the other parties of the conversation were unaware that
 22 the recording was being made?
 23 A. No.
 24 Q. All right. You are the chief executive officer
 25 of Ackerman right now, right?

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1 A. I am, yes.
 2 Q. And you've been the sole CEO since July 2019?
 3 A. I've been the sole CEO since July 16th, 2019.
 4 Q. And you were co-CEO with your father, Angus
 5 McQueen, starting sometimes in 2017, right?
 6 A. Yeah. And I -- I have tried to remember
 7 exactly when the board meeting was that would have
 8 formalized that and I just -- it's somewhere, I just
 9 can't remember.
 10 Q. Okay. So do you remember if that was like
 11 early 2017 or late 2017 that you became co-CEO?
 12 A. I just can't remember. I'm sorry.
 13 Q. Don't -- don't be sorry.
 14 You mentioned a board meeting. Who sits
 15 on the board of Ackerman?
 16 A. Would you like to know at that time or
 17 currently?
 18 Q. So let's -- let's go one at a time. So in
 19 2017, who set sat on the board of Ackerman?
 20 A. I can't remember --
 21 MR. MASON: Objection, foundation.
 22 To the extent you know, you can go ahead.
 23 A. I can't remember every name from 2017. It has
 24 changed.
 25 Q. (BY MS. ROGERS) How many directors were there

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1 in 2017?
 2 MR. MASON: Objection, foundation.
 3 A. I'm sorry, I don't have the -- I don't have the
 4 exact number off the top of my head.
 5 Q. (BY MS. ROGERS) Do you know if it was more
 6 than five?
 7 MR. MASON: Objection, foundation.
 8 A. I'm -- yes, I'm pretty sure it was more than
 9 five. It's more than five now, so --
 10 Q. (BY MS. ROGERS) More than ten?
 11 MR. MASON: Objection, foundation.
 12 A. I don't know.
 13 Q. (BY MS. ROGERS) All right. Well, who's on the
 14 board of Ackerman now?
 15 A. Would you like me to list their names?
 16 Q. Yes, please.
 17 A. Okay. I have a tough time sometimes where I
 18 might leave someone out, so if I do, I apologize and
 19 it's not any intention. I'm going to try to visualize
 20 it.
 21 Myself, Bill Winkler, Brandon Winkler,
 22 Rodney Lipe, Ed Martin, Ashley Ball, Peter Farrell, and
 23 Henry Martin. And I just feel like I'm leaving someone
 24 out and I feel awful about it, to be honest.
 25 Q. That's all right. They won't -- no one's going

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1 to hold it against you in a deposition transcript, I
 2 don't think.
 3 Okay. So you became co-CEO sometime in
 4 2017. And before that, you were creative director and
 5 executive vice president; is that right?
 6 A. Yes. I -- I think it -- I think it was
 7 executive vice president. I'm not sure if creative
 8 director was part of that. At some point -- at one
 9 point in my career, I was creative director.
 10 Q. Okay. Are you currently an equity shareholder
 11 of Ackerman?
 12 A. I am.
 13 Q. What -- what percentage of Ackerman's equity do
 14 you own?
 15 A. I don't have that number off the top of my head
 16 at this moment, due to, you know, different stock sales
 17 that could have -- could have happened and -- so I don't
 18 have an exact number.
 19 Q. Okay. Well, what about an inexact number?
 20 A. You know, I -- I want to say that it's -- it's
 21 around 20 percent.
 22 Q. And that's as of today, right?
 23 A. Say that again, sorry?
 24 Q. That's as of today, right?
 25 A. Yes. Yes.

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1 Q. And you mentioned different stock sales that
2 have happened. Did you previously own more than -- and
3 we'll stipulate 20 percent is rough because you -- you
4 said you don't know exactly. But you own roughly
5 20 percent today, right?
6 A. Yeah, I --
7 Q. Did you previously own more than 20 percent?
8 A. Well, I -- I don't know exactly how the -- you
9 know, how the percentages would have worked. It would
10 have fluctuated. So I might have owned 20 -- more than
11 20 percent. I might have owned less than 20 percent,
12 depending on the difference of -- of ownership, you
13 know. And, you know, obviously, there's -- there's
14 shares outstanding that no one owns. So I guess in --
15 in a certain sense, that would be a fixed percentage.
16 So yeah, I'm not -- I'm trying to understand your
17 question a little bit.
18 Q. Okay. I'm just trying to figure out the
19 capital structure of Ackerman and who owns it and what
20 proportion the different ownership stakes exists, so --
21 A. Okay. Okay.
22 Q. So you -- so you have roughly 20 percent now.
23 Who, to your knowledge, are the other current
24 shareholders of Ackerman?
25 MR. MASON: Objection, foundation.

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1 If you know.
2 A. Yeah. And I -- and I apologize, my pause that
3 I -- I did just name them and that is also the -- the
4 board.
5 Q. (BY MS. ROGERS) Okay. Got it.
6 A. To my knowledge, I'm -- now -- now, I guess I'm
7 getting caught up in the semantics of the shareholders
8 and the board. But I know that those are two different
9 things, obviously.
10 Q. Right. Right. So when we're talking about the
11 board, we're talking about people who are directors on
12 the board of directors and we're talking about the
13 shareholders are people who own common stock in
14 Ackerman. Does that make sense?
15 A. Yes. Yeah. Yeah. So I named -- the names
16 that I just gave you were shareholders, and I believe
17 that they're all directors as well on the board. So I
18 might slightly revise my answer is that I think that I
19 just named the directors, but I most certainly just
20 named the shareholders.
21 Q. Okay. Well, let's talk about thing rough
22 proportion of each shareholder's stake.
23 A. Okay.
24 Q. So you own about 20 percent today. Do you know
25 roughly how much equity Bill Winkler owns in Ackerman?

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1 A. I just can't -- I really can't remember those
2 numbers. I -- yeah, I can't remember.
3 Q. Do you know if Bill Winkler owns a larger share
4 of Ackerman stock than you do?
5 MR. MASON: Objection, foundation.
6 A. I -- I can't remember exactly if it's more or
7 less.
8 Q. (BY MS. ROGERS) Is it roughly the same?
9 MR. MASON: Objection, foundation --
10 A. I don't --
11 MR. MASON: -- asked and answered, calls
12 for speculation.
13 A. I don't want to speculate.
14 Q. (BY MS. ROGERS) Okay. To your knowledge, is
15 there a majority shareholder of Ackerman?
16 A. When you define majority, do you -- do you mean
17 control?
18 Q. Sure. Well, let's -- let's approach it that
19 way. So, to your knowledge, is there a controlling
20 shareholder of Ackerman?
21 A. To my knowledge, no.
22 Q. Okay. To your knowledge, does any single
23 stockholder own more than 40 -- more than 50 percent of
24 Ackerman's outstanding stock?
25 A. You said more than 50?

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1 Q. More than 50.
2 A. To my knowledge, no one.
3 Q. To your knowledge, does anyone own 50 percent
4 of Ackerman's outstanding stock?
5 A. To my knowledge, no one.
6 Q. Okay. And this is the breakdown as of today,
7 and you mentioned there had been some stock sales in the
8 past. When did you last sell stock in Ackerman?
9 A. I don't think I have sold stock. I -- I -- to
10 the best of my knowledge, I don't think I have ever sold
11 stock in Ackerman.
12 Q. But you mentioned that you previously might
13 have had either less or more than 20 percent, right?
14 A. Yeah. And that's where I wasn't factoring in
15 the -- the stock that's in the -- to be issued or, you
16 know, the outstanding shares. And so the fluctuations
17 that I'm referring to are really just between the
18 different shareholders. And so -- yeah.
19 Q. Okay. Do you know roughly what percentage of
20 Ackerman stock is outstanding to be issued and owned by
21 no one?
22 MR. MASON: Objection, foundation.
23 A. I do not.
24 Q. (BY MS. ROGERS) How long have you been a
25 stockholder of Ackerman?

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1 A. I can't remember the first year when I -- when
 2 I bought my -- my first shares of Ackerman. I just
 3 can't remember the year.
 4 Q. Well, do you remember if it was within the last
 5 five years?
 6 MR. MASON: Objection, asked and answered,
 7 calls for speculation.
 8 A. I -- I don't want to speculate.
 9 Q. (BY MS. ROGERS) I'm not asking you to
 10 speculate, but do you remember if you -- let's see,
 11 you -- you first began work at AMc in 2009 at age 22,
 12 right?
 13 A. That is correct, yes.
 14 Q. At that time, do you know if you owned stock in
 15 Ackerman?
 16 A. I don't think so, no.
 17 Q. Okay. Do you know if you acquired stock when
 18 you were promoted to co-CEO?
 19 A. Did I -- did I purchase it?
 20 Q. Or acquire by any means?
 21 A. I -- there wasn't any -- any acquisition
 22 connected to that. And I apologize, I just can't really
 23 remember each transaction or when they occurred.
 24 Q. Sure. But you -- you think some transactions
 25 did occur where you either acquired or divested stock in

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1 Ackerman?
 2 MR. MASON: Objection, foundation.
 3 A. Well, I mean I most certainly acquired stock in
 4 Ackerman.
 5 Q. (BY MS. ROGERS) Do you think -- do you
 6 remember whether you acquired stock only once? Or in
 7 increments throughout the years?
 8 MR. MASON: Objection, foundation, calls
 9 for speculation, asked and answered.
 10 Q. (BY MS. ROGERS) You can answer.
 11 A. I -- I acquired stock over the years.
 12 Q. Do you recall about how often you -- did you
 13 acquire new stock every year? Or every few years?
 14 MR. MASON: Objection, foundation, calls
 15 for speculation, asked and answered.
 16 A. I just can't remember each transaction.
 17 Q. (BY MS. ROGERS) Would it be fair to say that
 18 your percentage ownership in Ackerman has increased
 19 since 2015?
 20 A. I can't remember. I can't remember when the
 21 last -- I can't remember when the last transaction that
 22 would have been an, in effect, increased ownership.
 23 Q. Okay. Do you know how long Bill Winkler has
 24 owned stock in Ackerman?
 25 A. I don't know. For quite some time, though; I

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1 can say that.
 2 Q. When you say "quite some time," what do you
 3 mean?
 4 A. Longer than I have.
 5 Q. When you came to work at Ackerman in 2009, do
 6 you know whether Bill Winkler was a stockholder?
 7 A. I believe he was, yes.
 8 Q. And what about Melanie Montgomery, when you
 9 came to work at Ackerman in 2009, do you think she was a
 10 stockholder?
 11 MR. MASON: Objection, foundation, calls
 12 for speculation.
 13 A. I can't remember when or if Mel was a
 14 stockholder in Ackerman.
 15 Q. (BY MS. ROGERS) Well, she's one now, though,
 16 right?
 17 A. I don't believe I named her. And -- and if I
 18 did, then I -- then I mistakenly did. Mel does not own
 19 any stock in Ackerman, to the best of my knowledge.
 20 Q. Henry Martin does, though, right?
 21 A. Henry Martin does, yes.
 22 Q. And you -- you testified that Bill Winkler has
 23 owned stock for longer than you have. Do you know if
 24 Henry Martin has owned stock for longer than you have?
 25 A. I don't think Henry Martin has owned stock

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1 longer than I have.
 2 Q. Do you know when he became a stockholder?
 3 A. I can't remember.
 4 Q. Do you -- do you know if he became a
 5 stockholder prior to 2018?
 6 MR. MASON: Objection, foundation, calls
 7 for speculation.
 8 A. I don't believe -- actually, can you ask that
 9 one more time?
 10 Q. (BY MS. ROGERS) Sure. Sure.
 11 So do you know whether Henry Martin owned
 12 stock in 2018?
 13 A. I can't remember in 2018, no.
 14 Q. Do you know whether there are more individual
 15 stockholders in Ackerman now than there were in 2018?
 16 A. I can't remember.
 17 Q. Do you draw a salary from Ackerman?
 18 A. I do.
 19 Q. What is your current annual salary?
 20 A. I believe my current annual salary is going to
 21 be -- I don't -- it's -- it's around \$100,000. I
 22 don't -- I don't think it's any more and it may be less.
 23 So...
 24 Q. And we're just talking like cash salary now.
 25 We'll get into stock and variable stuff later, if that's

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1 introducing any ambiguity.
 2 What was your salary last year in 2020?
 3 MR. MASON: Objection, foundation.
 4 A. I can't recall. 2020 was a -- was a year. It
 5 was a wild year. And so I can't recall what my salary
 6 was or really how it changed. I know that COVID most
 7 certainly changed my salary, there's no doubt about it.
 8 Sorry, COVID the -- the disease did not. COVID, the
 9 event and the effect it had on our business did, yes.
 10 Q. (BY MS. ROGERS) Understood. So what about
 11 2019, before COVID, can you recall what your salary was
 12 then?
 13 A. I cannot.
 14 Q. Was it more than \$100,000?
 15 MR. MASON: Objection, foundation, calls
 16 for speculation.
 17 A. I -- I can't remember.
 18 Q. (BY MS. ROGERS) You can't remember if you
 19 earned more or less than \$100,000 in 2019?
 20 MR. MASON: Objection, asked and answered.
 21 A. I can't remember.
 22 Q. (BY MS. ROGERS) What about 2018?
 23 A. As I sit here right now, I really can't
 24 remember that.
 25 Q. Are you -- would it be fair to say that you

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1 earn less after COVID than you did before? Or about the
 2 same?
 3 A. I'm not -- I'm not positive that that -- that
 4 would necessarily be -- be accurate, but I -- I just
 5 can't -- I can't remember the -- the fluctuation.
 6 Q. All right. So we talked about the salary. Do
 7 you receive stock options from Ackerman as a form of
 8 compensation?
 9 A. I do not.
 10 Q. Do you receive any other type of equity
 11 compensation?
 12 A. I do not.
 13 Q. And that -- I asked both of those questions in
 14 the present tense. But did you receive stock options or
 15 equity compensation in 2018?
 16 MR. MASON: Objection, foundation.
 17 A. And, to the best of my knowledge, no. And I
 18 don't think that's ever been a part of the compensation
 19 structure with me, I don't think. I just can't
 20 remember.
 21 Q. (BY MS. ROGERS) So -- so just so the record's
 22 clear so I don't have to keep asking there for every
 23 year, you don't think you've ever received any sort of
 24 equity compensation from Ackerman?
 25 A. I don't believe so.

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1 Q. Okay. What about any other incentive
 2 compensation, like a bonus?
 3 A. I know that I have received bonuses in the
 4 past, yes.
 5 Q. What's the last time you received a bonus?
 6 A. I can't -- I can't remember that exact date.
 7 Q. Probably before COVID, right?
 8 MR. MASON: Objection, foundation, calls
 9 for speculation.
 10 A. I can say definitively that I -- well, I need
 11 to be careful there. Although, I don't think anything
 12 after COVID, no. Most certainly nothing after COVID,
 13 that I can -- that I can remember. I'm -- I'm sorry,
 14 I'm -- I'm trying to -- I'm trying to remember the --
 15 the pre- and post-COVID reality, but I know that I
 16 received bonuses in the -- in the past.
 17 Q. (BY MS. ROGERS) Do you know if you received
 18 one in 2018?
 19 MR. MASON: Objection, foundation.
 20 A. I don't -- I don't recall when my last bonus
 21 was.
 22 Q. (BY MS. ROGERS) Do you know if it was in the
 23 last ten years?
 24 A. That would --
 25 MR. MASON: Objection, foundation.

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1 A. That would be a -- I can't say definitively,
 2 but I -- I know I received -- I know I received bonuses
 3 and I haven't worked for much longer than ten years at
 4 the company, so I don't want to speculate
 5 (Ms. Montgomery enters the deposition.)
 6 Q. (BY MS. ROGERS) Well, you've received more
 7 than one bonus. Would it be fair to say that you
 8 received them annually?
 9 MR. MASON: Objection, foundation, calls
 10 for speculation.
 11 A. There was not a -- like a annual recurrence or
 12 like come to expect some like Christmas or whatever type
 13 thing, no, there -- there wasn't anything like that.
 14 But it is fair to say bonuses, plural.
 15 Q. (BY MS. ROGERS) And do you remember the amount
 16 of your last bonus?
 17 A. I don't, no.
 18 Q. Was it over \$100,000?
 19 MR. MASON: Objection, foundation, calls
 20 for speculation.
 21 A. Yeah, I just can't remember the exact amount.
 22 Q. (BY MS. ROGERS) Do you remember if it was over
 23 \$500,000?
 24 MR. MASON: Objection, foundation, calls
 25 for speculation.

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1 A. I just can't remember the exact amount.
 2 Q. (BY MS. ROGERS) Well, what about an inexact
 3 amount, can you remember if your bonus was more than a
 4 million dollars?
 5 MR. MASON: Objection, foundation, calls
 6 for speculation.
 7 A. I don't want to speculate on the amount.
 8 Q. (BY MS. ROGERS) So you'd have to speculate to
 9 tell me whether your last bonus was more than a million
 10 dollars or not?
 11 A. I'd have to -- I'd have to tell you yes or no
 12 and I just can't remember.
 13 Q. Well, was it more than \$10 million?
 14 A. If you go high enough, you might get an answer.
 15 Q. Right. Well, but I'm trying to narrow a range,
 16 right? Because even if you don't remember to the penny,
 17 I would think most people would remember if their last
 18 bonus was more like 100K or more like a million. Do you
 19 see where I'm going?
 20 A. Well, I do see where you're going, but at the
 21 same time, I'm -- I'm not going to give a yes-or-no
 22 answer because that would be speculation.
 23 Q. So you would have to speculate on whether your
 24 bonus was closer to \$100,000 or a million dollars?
 25 A. I mean possibly. I -- I just think I would

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1 have to speculate to give you an answer that has to do
 2 with any type of amount. That's just -- I'm not trying
 3 to be difficult, Ms. Rogers, I just -- I don't -- I
 4 don't really -- I don't -- I don't know how to get those
 5 off the top of my head at this point.
 6 Q. Sure. So you said if I "go high enough, you
 7 might get an answer." Are you fairly confident that
 8 you've never received a bonus in excess of \$20 million?
 9 A. I'm fairly confident I can -- I can say that
 10 there's -- there's a point at which, I guess, this
 11 conversation, we can -- we can agree that that would be
 12 extremely high. I don't know. I just -- I don't -- I
 13 don't know how to have this conversation without it just
 14 being hypothetical and speculation, to be quite honest.
 15 Q. Sure. But let's -- let's be clear, I'm not
 16 asking hypotheticals. I'm asking about real
 17 compensation that you received from the business alleges
 18 it was damaged by the NRA. And I'm not asking for
 19 speculation and I'm asking for personal knowledge. So
 20 if you don't have personal knowledge of whether your
 21 last bonus exceeded a millions, that's fine, that can be
 22 your answer.
 23 Is that -- is that your answer?
 24 MR. MASON: Objection to the form of the
 25 question as vague and ambiguous and compound. Also

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1 misstates prior testimony.
 2 MS. ROGERS: Okay. Well, I'll -- I'll ask
 3 it crisply.
 4 Q. (BY MS. ROGERS) Do you know whether the last
 5 bonus you received from Ackerman was closer to \$100,000
 6 or closer to a million dollars?
 7 MR. MASON: Objection, foundation, calls
 8 for speculation, asked and answered.
 9 Q. (BY MS. ROGERS) You can answer.
 10 A. I don't know how to give you an answer of
 11 closer to one or the other without speculating.
 12 Q. Without speculating, can you tell me if your
 13 last bonus from Ackerman McQueen was more than
 14 \$5 million?
 15 MR. MASON: Objection, foundation, calls
 16 for speculation.
 17 A. Again, there's a point at which I want to say I
 18 highly doubt it, right.
 19 Q. (BY MS. ROGERS) Okay.
 20 A. But if I'm saying yes or no without being able
 21 to really even remember when, I mean I just don't -- I
 22 don't really know what you want me to say.
 23 Q. Okay. Well, if you -- if you can't tell me
 24 without speculating whether your last bonus was more
 25 than \$5 million, that's fine. That can be your

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1 testimony.
 2 Have you -- how -- how is your salary set?
 3 MR. MASON: Objection, foundation.
 4 A. We have -- it's a -- salary, a group of us that
 5 get together and we -- we set different salaries
 6 throughout the year, given the business climate.
 7 Q. (BY MS. ROGERS) And who's in the group?
 8 A. I can't remember exactly everyone that -- it's
 9 not a large group, but the salary conversation is --
 10 that I'm referring to is usually myself and Bill and
 11 Brandon.
 12 Q. And that's Bill Winkler and Brandon Winkler?
 13 A. Yes. Sorry, I'll remember to say last names.
 14 Q. That's okay. There's a lot of overlapping
 15 surnames in this case, so --
 16 A. There are.
 17 Q. -- we can use first names occasionally.
 18 All right. So you say the salary -- and
 19 I'm roughly paraphrasing, but I think you just testified
 20 the salary group meets a few times a year; is that
 21 right?
 22 MR. MASON: Objection, foundation.
 23 A. Again, there's no -- there's no set schedule.
 24 You know, our business can change and if we need to
 25 adjust salaries, then we do so accordingly.

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August 23, 2021
61-64

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1 Q. (BY MS. ROGERS) Okay. And was this -- did the
2 same framework govern salaries in 2018 that you just
3 described now, which is a salary group of you, Bill and
4 Brandon that meet several times a year?
5 MR. MASON: Objection, foundation, calls
6 for speculation.
7 A. In 2018, that would be -- and Angus would be
8 involved in that as well.
9 Q. (BY MS. ROGERS) And you and Bill and Brandon?
10 A. Yes.
11 MR. MASON: Objection, foundation, calls
12 for speculation.
13 To the extent you know.
14 A. Yeah, can you --
15 Q. (BY MS. ROGERS) And -- sorry, go ahead.
16 A. Oh, I was going to say that that's -- to the
17 best of my recollection, that's the group that would
18 meet in 2018.
19 Q. And would I be correct to infer that the salary
20 setting practices at Ackerman remained roughly the same
21 over the course of 2018 through 2021 with the exception
22 of the passing of your father and his --
23 MR. MASON: Objection --
24 A. -- removal from the salary group?
25 MR. MASON: Objection, foundation, calls

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1 for speculation.
2 A. I can't remember if anyone else would have been
3 in the group in that time.
4 Q. (BY MS. ROGERS) All right. Have you ever
5 received a consulting fee from Ackerman?
6 MR. MASON: Vague and ambiguous.
7 A. Can you define consulting?
8 Q. (BY MS. ROGERS) Sure. So you testified that
9 you're paid a cash salary by Ackerman, right?
10 A. Yes.
11 Q. And you've also received cash bonuses, but we
12 don't know if they're 100,000 or 5 million, right?
13 MR. MASON: Objection, misstates his
14 testimony.
15 A. Yeah, that's not -- that is not how that
16 conversation went, but I'd be happy to have it again, if
17 you'd like.
18 Q. (BY MS. ROGERS) I mean, I think the record is
19 pretty clear, so -- all right.
20 So you testified that you got a cash
21 salary and you've gotten cash bonuses, right?
22 A. Yes.
23 Q. All right. At any point, have you received any
24 other type -- and I say "any point." Let's narrow it to
25 since 2018.

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1 Since 2018, have you received any other
2 type of cash payment or disbursement from Ackerman?
3 A. Can you repeat that? I'm sorry, I'm trying to
4 follow.
5 Q. Sure. So you can -- so Ackerman -- so let's
6 say in the past -- past five years, Ackerman has paid
7 you salary, right?
8 A. Yes.
9 Q. And Ackerman has paid you a bonus, right?
10 A. Yes.
11 MR. MASON: Objection, foundation,
12 misstates his testimony, calls for speculation.
13 A. Yeah, I -- I want to -- I want to be clear that
14 the -- the bonuses conversation didn't necessarily
15 specify --
16 Q. (BY MS. ROGERS) Okay.
17 A. -- the time period and how many.
18 Q. But Ackerman has paid you, in the course of
19 your employment, cash salary and multiple cash bonuses,
20 right?
21 MR. MASON: Objection, misstates his
22 testimony, foundation, calls for speculation.
23 A. I have received a salary and I have received
24 bonuses from the Ackerman McQueen.
25 Q. (BY MS. ROGERS) All right. Now, I said "cash

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1 bonuses" and you rephrased that. Were the bonuses not
2 in the form of cash?
3 A. Apologize. I -- I believe that they were cash,
4 yes.
5 Q. Okay. All right. So --
6 A. As opposed to what?
7 Q. Like stock or a car or any other type of bonus,
8 compensation that an employee might receive.
9 A. Oh, yeah. Sorry. I thought we covered off on
10 stock as well. I thought we divided stock from bonuses.
11 So cash bonuses, yes.
12 Q. Okay. All right. So you've been paid cash by
13 Ackerman in the form of salaries and the bonuses, right?
14 A. That is correct, yes.
15 Q. All right. Have you received any other type of
16 cash payment from Ackerman?
17 MR. MASON: Objection, vague and
18 ambiguous.
19 A. Yeah, I don't -- I don't know what that -- can
20 you give me a -- an idea of what you're --
21 Q. (BY MS. ROGERS) Sure. So the original
22 question that we're now clarifying was whether you had
23 ever received a consulting fee from Ackerman, so -- and
24 you asked what that meant. So has Ackerman -- apart
25 from a salary or bonus, has Ackerman ever paid you a fee

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1 to perform any service?

2 A. Not to my knowledge. I mean I don't know what

3 a consulting -- I don't know how consulting would --

4 I'm just not sure what the definition of consulting is

5 in -- in this -- in this context.

6 Q. Okay. Let's set aside the term "consulting."

7 Has Ackerman ever paid you a fee to perform any service

8 not counting your salary or your bonus?

9 A. Not to my knowledge. I -- yeah, I don't

10 know -- yeah, not to my knowledge.

11 Q. Okay. And you serve on the board of directors,

12 right?

13 A. I do.

14 Q. Do you receive a fee for serving on the board

15 of directors?

16 A. I do not.

17 Q. To your knowledge, do any of the other

18 directors receive a fee for their service?

19 A. To my knowledge, no.

20 Q. To your knowledge, has that been the case since

21 2018?

22 MR. MASON: Objection, foundation.

23 A. To my knowledge, that's been -- that has been

24 the case since 2018.

25 Q. (BY MS. ROGERS) You mentioned the salary group

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1 that sets salaries consisting of you, Bill and Brandon,

2 and previously your father. Do you recall that

3 testimony?

4 A. I do.

5 Q. And I assume that group, since 2018, has also

6 set salaries for Melanie Montgomery?

7 MR. MASON: Objection, foundation, calls

8 for speculation.

9 To the extent you know.

10 A. Mel's employment at -- at Ackerman McQueen, she

11 would be involved in the -- in the total setting of -- I

12 mean -- sorry, the -- the entire employee group, so

13 she -- she is an employee so she would be on that

14 schedule.

15 Q. (BY MS. ROGERS) Got it. So she's one of the

16 employees for whom that group sets salary?

17 A. Yes.

18 Q. Okay. And what about Tony Makris?

19 A. Yes.

20 Q. Okay. So that group also sets salary for

21 Mercury employees, right?

22 MR. MASON: Objection, foundation, calls

23 for speculation. Also, vague and ambiguous as to what

24 time period we're talking about.

25 A. Yeah, can we clarify --

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1 Q. Sure. So we talked about the salary setting

2 group that has been in existence at least over the past

3 few years, both before and after your father's death,

4 right?

5 A. Yes. Yes, ma'am. Sorry.

6 Q. And that group, I think I -- if I understand

7 your testimony correctly, that group, at least over the

8 past five years, has been generally responsible for

9 setting salaries for all of Ackerman's employees, right?

10 A. Yes, ma'am.

11 Q. Okay. Has that group over the past five years

12 also been generally responsible for setting salaries for

13 Mercury's employees?

14 A. To the best of my knowledge, yes, I -- I

15 believe so.

16 Q. Okay. And that would include Tony Makris, that

17 group has set Tony Makris' salary, right?

18 MR. MASON: Objection, foundation.

19 A. Yeah, I -- you know, it kind of depends on when

20 you're talking about Tony, I would say, so I don't know

21 the time period.

22 Q. (BY MS. ROGERS) I see. Got it. So what about

23 in 2018, who would have set Tony Makris' salary in 2019?

24 MR. MASON: Objection, foundation, calls

25 for speculation.

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1 A. Yeah, I -- I would have to -- now we're talking

2 about a specific individual that obviously has

3 application. You're talking about a year in which -- in

4 2018, that was before NRA -- that was a full year of NRA

5 being a client, and so I would have to -- I would be

6 speculating about any conversations about Tony's salary

7 that would have expanded outside of that group to

8 include Wayne LaPierre or Woody Phillips. In 2018, I

9 can't remember exactly when he was no longer there.

10 Yeah, he was, he was still there in 2018.

11 So yeah, I just I -- I would be

12 speculating.

13 Q. (BY MS. ROGERS) Okay. So if I understand

14 correctly, you would have to speculate as to whether, in

15 2018, there were NRA executives who gave input into Tony

16 Makris' salary, right?

17 MR. MASON: Objection, asked and answered.

18 A. That -- that is correct.

19 Q. (BY MS. ROGERS) But those would be in addition

20 to the salary group you described, yourself, your

21 father, Bill and Brandon, right?

22 MR. MASON: Objection, foundation, calls

23 for speculation.

24 A. Yeah, I mean I -- again, I think that we're --

25 we're stepping into kind of a hybrid budgeting

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1 discussion as well as salary discussion.
 2 Q. (BY MS. ROGERS) Well -- well, this is
 3 interesting then. So as to other employees like
 4 Ms. Montgomery, salaries are set by the group we named.
 5 We'll call that the salary group. Okay? That's right?
 6 MR. MASON: Objection, misstates his
 7 testimony, foundation.
 8 Q. (BY MS. ROGERS) Sure, let --
 9 A. Yeah.
 10 Q. -- let me -- let me say it again and we'll see
 11 if we can agree that this is -- this is the correct
 12 testimony.
 13 A. Okay.
 14 Q. So there's -- there's a salary group that, for
 15 the past five years, has set salaries for employees at
 16 Ackerman and that group consisted of yourself, your
 17 father while he was alive, Bill Winkler and Brandon
 18 Winkler, right?
 19 MR. MASON: Objection, foundation,
 20 misstates his prior testimony.
 21 A. Yeah, I'm not sure that's exactly how I -- how
 22 I said it. I -- I have to remember, but I mean we can
 23 kind of re- -- retestify, if you'd like.
 24 Q. (BY MS. ROGERS) I mean is there anything I've
 25 just said that is inaccurate?

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1 A. Could you say it one more time?
 2 Q. Sure.
 3 So over the past -- roughly the past five
 4 years, salaries for Ackerman employees have been set by
 5 a group, consisting of yourself, your father while he
 6 was alive, Bill Winkler and Brandon Winkler, right?
 7 MR. MASON: Objection, foundation,
 8 speculation, misstates his prior testimony.
 9 MS. ROGERS: How does it misstate his
 10 prior testimony?
 11 MR. MASON: You're going back five years.
 12 You asked him earlier about 2018.
 13 MS. ROGERS: All right. Well, let's just
 14 go back to 2018 then.
 15 Q. (BY MS. ROGERS) Okay. Since 2018, salaries
 16 for Ackerman employees have been set by a group
 17 consisting of yourself, your father while he was alive,
 18 Bill Winkler and Brandon Winkler, right?
 19 A. That is -- that is correct, yes.
 20 Q. Okay. And since 2018, the same -- that same
 21 group set salaries for Mercury employees, right?
 22 A. To the best of my knowledge, Mercury employees
 23 would have been included in that discussion.
 24 Q. Okay. To the best of your knowledge, would
 25 Tony Makris have been included in that discussion?

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1 MR. MASON: Foundation.
 2 A. Again, this is where we're going into kind of a
 3 hybrid of budget and salary discussion.
 4 Q. (BY MS. ROGERS) When you say "hybrid of budget
 5 and salary discussion," what do you mean?
 6 A. Well, you want -- you want me to answer who
 7 sets salaries, as if that is a definitive group and a
 8 kind of impenetrable group. But you then start asking
 9 questions about Mercury Group and Tony Makris and,
 10 obviously, that has application to the budgeting side of
 11 the National Rifle Association. So that's -- that's a
 12 hybrid discussion.
 13 Q. So Tony Makris' salary is a hybrid discussion,
 14 but Melanie Montgomery's isn't?
 15 A. To my knowledge, Mel was not -- to my
 16 recollection, she was not a -- a position that was
 17 identified in the NRA budget. Her position was not
 18 identified.
 19 Q. So would it be fair to say that --
 20 A. If I'm wrong about that -- if I'm wrong about
 21 that, I'd like to be corrected.
 22 Q. Okay. Well, we'll look at some budget
 23 documents later.
 24 A. Okay.
 25 Q. So would it be fair to say that the reason you

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1 described Tony Makris' salary as a hybrid discussion is
 2 that Tony Makris was among the employees identified in
 3 the NRA budget as dedicated to the NRA?
 4 MR. MASON: Objection, misstates his prior
 5 testimony.
 6 A. Yeah, I mean I'm -- I'm not sure we're
 7 necessarily talking the same -- we started off asking
 8 questions -- or you started off asking questions,
 9 Ms. Rogers, about the salary group that gets together at
 10 Ackerman McQueen.
 11 Q. (BY MS. ROGERS) Uh-huh.
 12 A. And then you used the term "sets salary" and
 13 then you brought up Mercury Group and you brought up
 14 Tony Makris. And I -- I would not feel confident and --
 15 and I don't think it's the proper term to say "sets,"
 16 because the budget for the National Rifle Association
 17 was set by Wayne LaPierre and whoever the treasure was
 18 at the time.
 19 Q. So you said it would not be the proper term to
 20 say "sets." What would be the proper term?
 21 MR. MASON: Objection, vague and
 22 ambiguous.
 23 A. Yeah, I'm not -- I'm not sure I'm going to
 24 offer a -- a better term. I don't know exactly if
 25 there's a question.

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August 23, 2021
73-76

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1 Q. (BY MS. ROGERS) Yeah. Here's a question. All
 2 right. So in 20 -- in 2018, who decided how much Tony
 3 Makris got paid?
 4 MR. MASON: Objection, foundation, calls
 5 for speculation.
 6 To the extent you know.
 7 A. I don't know the conversation that occurred
 8 about Tony Makris' pay.
 9 Q. (BY MS. ROGERS) All right. I'm not asking if
 10 you know the conversation that occurred. I'm asking who
 11 would have decided what he was paid. Do you know the
 12 answer to that?
 13 MR. MASON: Objection, foundation, calls
 14 for speculation.
 15 A. What I know is the budget for the National
 16 Rifle Association was set by Wayne LaPierre.
 17 Q. (BY MS. ROGERS) And the budget for the
 18 National Rifle Association --
 19 A. And the treasurer.
 20 Q. And the budget for the National -- would it be
 21 fair to say that the budget for the National Rifle
 22 Association determined how much Tony Makris was paid by
 23 the Mercury Group?
 24 MR. MASON: Objection, foundation, calls
 25 for speculation, misstates his prior testimony.

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1 A. Well, and again, now you're -- now we're kind
 2 of expanding. I -- I'm -- I would be -- I would be
 3 completely speculating if you're talking about what Tony
 4 Makris got paid in 2018. A, I don't know; and B, all
 5 I'm saying is that we started off having a conversation
 6 about who sets salary and you then brought up Tony
 7 Makris in the Mercury Group. And I know that the
 8 budgeting conversation for the National Rifle
 9 Association would have had impact on what Tony Makris
 10 and other Mercury Group individuals were paid.
 11 Q. (BY MS. ROGERS) Okay. Apart from the National
 12 Rifle Association budgeting conversation, what else
 13 would have had an impact on what Tony Makris was paid?
 14 MR. MASON: Objection, foundation, calls
 15 for speculation.
 16 A. I don't know. I just -- I'm -- I'm trying --
 17 Q. (BY MS. ROGERS) Well, you --
 18 MR. MASON: Ms. Rogers, please let him
 19 finish his answer.
 20 Q. (BY MS. ROGERS) Go ahead. I didn't mean to
 21 cut you off.
 22 A. I'm -- I'm just trying to maybe untangle
 23 what -- what we're actually talking about here because
 24 you -- you've actually asked quite a few different
 25 things and I'm not -- I -- please understand that my

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1 role here is not to be argumentative or -- or to debate
 2 you in the -- in the slightest. I -- I have a lot of
 3 respect for the job that you're doing. I'm just -- I'm
 4 trying to get this straight in my head now because this
 5 has turned into a pretty confusing web of conversation.
 6 Q. Sure. Well, we don't want it to be confusing.
 7 What's confusing?
 8 A. I would -- I would say the -- the confusing
 9 thing is that we started off talking about -- you know,
 10 if we go back through this conversation, and I can't
 11 remember, but obviously there's a record. I -- we
 12 started off, to my recollection, talking about my
 13 salary, and we talked about a salary -- who sets
 14 salary --
 15 Q. Uh-huh.
 16 A. -- at Ackerman McQueen. And then we kind of
 17 expanded that scope to be a time period -- well,
 18 initially we were talking about just current day, and
 19 then we expanded that to be a 2018 to current day time
 20 frame. And please correct me if I'm wrong, but then --
 21 then we went -- I think the next conversation was about
 22 Melanie Montgomery, and then I think we got into Mercury
 23 Group and Tony Makris.
 24 And so that is when I introduced the --
 25 the impact, so to speak, that any conversations about

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1 the National Rifle Association budgeting would have had
 2 on salary discussions inside Ackerman McQueen as it
 3 relates to specific individuals like Tony Makris or
 4 individuals at the Mercury Group.
 5 Q. And what are you confused about?
 6 A. Well, the -- the next -- the next kind of
 7 question that -- that we're asking about is what -- what
 8 beyond -- you said something like what beyond -- you
 9 said something like what beyond conversations in the NRA
 10 budgeting process would have an impact on their salary.
 11 And I think I said I don't know. And so I -- I'm just
 12 trying to -- I'm trying to align all of this.
 13 Q. Sure.
 14 So you were the co-CEO of Ackerman in
 15 2018, right?
 16 A. I was, yes.
 17 Q. And as co-CEO, you sat on a salary group that
 18 oversaw salaries for Ackerman and Mercury employees,
 19 right?
 20 A. Had knowledge of the salaries, yes.
 21 Q. Okay. So you -- but you don't know if anyone
 22 outside of the NRA budgeting process had any say in Tony
 23 Makris' salary?
 24 MR. MASON: Objection, misstates his prior
 25 testimony.



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1 A. Yeah, I'm not -- I'm not sure that's what I --
 2 what I said.
 3 Q. (BY MS. ROGERS) All right. Well, then
 4 let's -- I want to clarify the record then.
 5 So outside of the NRA budgeting process,
 6 did anyone have any say in Tony Makris' salary?
 7 MR. MASON: Objection, foundation,
 8 speculation.
 9 To the extent you know.
 10 A. Yeah, I'm not -- I'm not sure I -- I know
 11 anyone outside of the NRA budgeting process. I mean, I
 12 think I talked about who was in the NRA budgeting
 13 process and those would be conversations that I would
 14 have to speculate on.
 15 Q. (BY MS. ROGERS) Did Tony Makris do work for
 16 any clients other than the NRA?
 17 MR. MASON: Objection, foundation, calls
 18 for speculation.
 19 A. I don't know what -- yeah, I don't know.
 20 Q. (BY MS. ROGERS) Okay. But Tony Makris' salary
 21 was set by the NRA budgeting process?
 22 MR. MASON: Objection, misstates his prior
 23 testimony, foundation, calls for speculation.
 24 A. To be clear, I used the term "hybrid" between a
 25 group at Ackerman and the NRA budgeting process that

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1 would have impact on what specific individuals were
 2 making.
 3 Q. (BY MS. ROGERS) Okay. So would it be fair to
 4 say then that the process of setting Tony Makris' salary
 5 was a hybrid process that relied on both the NRA
 6 budgeting process and the deliberations of the Ackerman
 7 salary group that you mentioned earlier?
 8 A. I think that that is a fair assessment to the
 9 extent that we understand that there are more factors
 10 when you're talking about someone that was identified
 11 within the NRA budgeting process.
 12 Q. Okay. And when you say "someone that was
 13 identified within the NRA budgeting process," are there
 14 any AMc employees other than Tony Makris who were
 15 identified within the NRA budgeting process and whose
 16 salaries were, therefore, set pursuant to the hybrid
 17 process we just discussed?
 18 MR. MASON: Objection, foundation.
 19 A. I -- there are -- there are other employees for
 20 sure that were identified and other positions, to be
 21 more clear, that were identified within the NRA budget.
 22 Q. (BY MS. ROGERS) So was -- was Tony Makris
 23 identified within the NRA budget? Or was his position
 24 identified within the NRA budget?
 25 A. To the best of my recollection, his name was on

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1 there. And I would say that, you know, the unique role
 2 that I understand he played would have been -- would, I
 3 think, have been hard to fill, but I do still view that
 4 as a -- as a position that he filled.
 5 Q. So what was his position?
 6 A. Well, it -- do you want me to tell you all the
 7 things that I believe Tony did or I think he did for
 8 the --
 9 Q. Well -- well -- well, you -- you said there
 10 were positions identified in the NRA budgeting process,
 11 right?
 12 A. Yeah, there were -- there were roles that
 13 people had. There were -- you know, if -- if you were a
 14 executive producer or a producer on a show, then that
 15 would -- that would be a role and that then has
 16 responsibilities attached to it. Tony's title, I
 17 believe, was the president of the Mercury Group. And
 18 that has, I mean, a lot of different things that I --
 19 that, to my understanding, were included in it.
 20 Q. Okay. Was the NRA paying for Tony Makris? Or
 21 was it paying for the president of the Mercury Group?
 22 MR. MASON: Objection, foundation, calls
 23 for speculation as to what the NRA was paying for.
 24 A. Yeah, I can't -- I can't speak to what the NRA
 25 was -- was necessarily -- what they thought they were

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1 necessarily trying to pay for. I just -- I'm -- I'm
 2 telling you that the role that Tony filled as part of
 3 that budgeting process, which, to be clear, I gave you
 4 his title, not necessarily his role. But I'm more than
 5 happy to talk about what I believe Tony did as a part of
 6 that role.
 7 Q. (BY MS. ROGERS) Okay. We can -- we can talk
 8 about that a little later. We'll talk about the budget,
 9 too.
 10 MR. MASON: Ms. Rogers, we've been going
 11 about an hour and a half. Can we go ahead and take our
 12 first break? Or do you --
 13 MS. ROGERS: Sure. Yeah, now works if you
 14 want to take -- do you want five? Ten?
 15 MR. MASON: Five minutes is fine.
 16 MS. ROGERS: Works for me.
 17 THE VIDEOGRAPHER: Stand by.
 18 THE REPORTER: Let's have ten so we can
 19 get the realtime working.
 20 MS. ROGERS: Works for me.
 21 THE REPORTER: Thank you.
 22 THE VIDEOGRAPHER: Stand by. We're going
 23 off the video record. The time is 10:35 a.m.
 24 (Break was taken.)
 25 THE VIDEOGRAPHER: We are back on the

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1 video record. The time is 10:55 a.m.
 2 Q. (BY MS. ROGERS) All right. Welcome back,
 3 Mr. McQueen. Before break, I asked if you've ever been
 4 paid a fee for any service by Ackerman, not counting
 5 your salary or bonus. And I think the answer was no?
 6 A. I believe the answer was I -- I can't recall,
 7 and maybe I -- yeah. I think we were talking about
 8 consulting, I think that's -- if I remember. I'm just
 9 trying to ground myself in the conversation.
 10 Q. Sure. So I originally asked about a consulting
 11 fee and you said you weren't sure what I meant by
 12 consulting. Then I simplified the question and I asked
 13 if you'd ever been paid a fee for any service by
 14 Ackerman, not counting your salary or bonus.
 15 Do you recall that question?
 16 A. Yes, I do.
 17 Q. So what's the answer?
 18 A. I don't believe -- I don't believe so -- at
 19 this -- at this point, to the best of my recollection
 20 right now.
 21 Q. Do you know if Katie McQueen has ever been paid
 22 a fee for any service by Ackerman?
 23 A. A fee for any service? I -- to the best of my
 24 knowledge right now, I -- I don't -- I don't think so.
 25 Q. And setting aside the fee for service

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1 criterion, do you know if Katie McQueen has ever been
 2 paid by Ackerman for any reason?
 3 A. Katie is an employee at -- at Ackerman.
 4 Q. So she's being paid a salary?
 5 A. Yes.
 6 Q. Have you ever seen -- received a dividend from
 7 Ackerman?
 8 A. I have. And so is that -- is that considered a
 9 fee?
 10 Q. I'll -- I'll categorize it separately. So
 11 that's a dividend in connection with your ownership of
 12 stock, right?
 13 A. Yes.
 14 Q. How often do you receive stock dividends from
 15 Ackerman?
 16 A. It would have been an annual dividend.
 17 Q. And what is the approximate amount of the
 18 annual dividend that you last received from Ackerman?
 19 MR. MASON: Objection, foundation.
 20 A. I don't -- I don't remember and I know -- but I
 21 know there hasn't been one for at least two years, if
 22 not three. I actually think -- I believe -- I believe
 23 that 2018 was the last year.
 24 Q. (BY MS. ROGERS) And do you remember the
 25 approximate amount of the dividend that you received in

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1 2018?
 2 A. I do not.
 3 Q. All right. Without speculating, can you tell
 4 me whether the dividends that you received in 2018 was
 5 more or less than \$20 million?
 6 A. It would have been -- it would have been less.
 7 Q. Okay. Without speculating, can you tell me
 8 whether the dividends you received in 2018 was more or
 9 less than \$500,000?
 10 A. It would have been -- it would have been less.
 11 Q. Okay. Without speculating, can you tell me
 12 whether the dividends you received in 2018 was more or
 13 less than \$100,000?
 14 A. I'd probably start to speculate, but I would
 15 say less.
 16 Q. Okay. And how often did you receive dividends
 17 in prior years?
 18 A. Say that -- say that one more time, sorry.
 19 Q. Sure.
 20 So would you -- and up until 2018, would
 21 you receive dividends annually? Or every two years? Or
 22 how frequently?
 23 A. It was most -- most of the time an annual
 24 dividend, yeah.
 25 Q. And did the amount stay roughly constant over

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1 time?
 2 MR. MASON: Objection, foundation.
 3 A. I'm not sure if it was constant. I can't
 4 recall.
 5 Q. (BY MS. ROGERS) Do you remember if it
 6 increased over time?
 7 MR. MASON: Objection, foundation.
 8 A. I can't recall.
 9 Q. (BY MS. ROGERS) And you've not received a
 10 dividend since 2018, right?
 11 MR. MASON: (Inaudible.)
 12 THE REPORTER: I'm sorry?
 13 Q. (BY MS. ROGERS) And you've not received a
 14 dividend since 2018, right?
 15 THE REPORTER: I didn't understand the
 16 objection.
 17 MR. MASON: It was asked and answered.
 18 THE REPORTER: Thank you.
 19 A. I don't believe -- I don't believe so. I mean
 20 I -- I -- I know that 2019 and 2020. And we're in 2021.
 21 So that's -- that's my recollection. I'm fairly certain
 22 on that.
 23 Q. (BY MS. ROGERS) Okay. Have you ever received
 24 any distributions from Ackerman?
 25 A. Can you define distribution?

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1 Q. Sure. So sometimes, even if it's not
2 technically called a dividend, a company will distribute
3 stock or cash to its shareholders and denominate that as
4 a distribution. Is that something you're familiar with?
5 A. To my knowledge, that has not happened.
6 Q. Okay. Now, I've asked all these questions
7 about dividends and salaries from Ackerman. Have you
8 received any distinct payments from Mercury?
9 A. Have I personally?
10 Q. Yes.
11 A. I have not.
12 Q. Have you ever received a loan from Ackerman?
13 A. No, I -- I've not, to best of my recollection.
14 Q. What about from Mercury?
15 A. (No response.)
16 Q. No?
17 A. No, ma'am.
18 Q. Okay. Do you know whether the Mercury Group
19 still has any clients?
20 A. I don't -- I don't think the Mercury Group has
21 any clients, not that I would -- not that I personally
22 would classify. Maybe someone else would mistakenly
23 think so.
24 Q. Do you know whether the Mercury Group is still
25 operating in any capacity?

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1 A. Not as a public facing anything and the office
2 is shut down, so...
3 Q. Do you know if Tony Makris is currently
4 performing work for any AMc clients?
5 A. I don't -- I don't know the exact clients, but
6 Tony Makris is still working with Ackerman McQueen.
7 Q. Would it be fair to say, even if you can't name
8 the particular clients, that he's performing work for
9 non-NRA clients of AMc?
10 MR. MASON: Objection, foundation, calls
11 for speculation.
12 To the extent you know.
13 A. Yeah, I mean he -- he's working -- he's working
14 at Ackerman McQueen and the National Rifle Association
15 is no longer a client, so...
16 Q. (BY MS. ROGERS) So what is he doing?
17 MR. MASON: Objection, foundation.
18 A. Tony is a -- kind of a -- fills a few different
19 roles. You know, consulting on some of our film work
20 and -- and I use the term "consulting" from like a
21 tactical -- like a work -- sorry. Like what he actually
22 does, not that he is a consultant. Sorry, just to
23 clarify.
24 Q. (BY MS. ROGERS) And he provides input, right?
25 A. And maybe advisory is maybe the better -- the

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1 better term there. And, you know, advice on other, you
2 know, aspects of the -- of the business.
3 Q. Has Tony Makris' salary changed since the
4 termination of the NRA relationship?
5 A. Yes.
6 MR. MASON: Objection, foundation.
7 A. Yes, it has.
8 Q. (BY MS. ROGERS) How has it changed?
9 A. I believe it has decreased.
10 Q. Do you know how much it's decreased by?
11 A. I do not.
12 MR. MASON: Objection, foundation.
13 Give me an opportunity to -- (inaudible).
14 THE REPORTER: I'm sorry, I can't hear
15 you, Mr. Mason.
16 MR. MASON: Okay. I'll speak up. I just
17 asked that -- Mr. McQueen to give me an opportunity to
18 assert an objection. But I will speak up.
19 THE REPORTER: Thank you.
20 A. I do not have an exact number.
21 Q. (BY MS. ROGERS) What about an inexact
22 estimate?
23 MR. MASON: Objection, foundation, calls
24 for speculation.
25 A. Yeah, I don't -- I don't have a way to

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1 speculate.
2 Q. (BY MS. ROGERS) Do you -- without speculating,
3 can you tell me if Tony Makris earns half of what he
4 earned when the NRA was a client?
5 MR. MASON: Objection, foundation, calls
6 for speculation.
7 A. Yeah, I would -- I would be speculating, but
8 it -- it is -- it is probably well over half decreased.
9 Q. (BY MS. ROGERS) Okay. You are a member of a
10 limited liability company called DJ Investments, LLC,
11 right?
12 A. To my knowledge, DJ -- I thought it had been
13 wrapped up.
14 Q. When do you think it -- "wrapped up" meaning it
15 wound down and it doesn't exist anymore?
16 A. Correct. Yeah, that was -- that was my
17 understanding.
18 Q. And when do you understand that occurred?
19 A. If my memory serves me correct, it would have
20 been 2019, maybe -- maybe the beginning of 2020.
21 Q. And prior to the wind-down of DJ Investments,
22 you were a member of that LLC, correct?
23 A. That is correct.
24 Q. Who were the other members of DJ Investments,
25 LLC?

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1 MR. MASON: Objection, vague and ambiguous
2 as to time period.
3 Go ahead.
4 A. Yeah, can you specify the period of time?
5 Q. (BY MS. ROGERS) Well, sure.
6 Did the membership of DJ change over time?
7 A. I don't believe so, but I don't know for sure.
8 Q. Well, in 2018, who were the members of
9 DJ Investments, LLC?
10 A. I believe that would have been Bill Winkler,
11 Angus McQueen, Brandon Winkler and myself.
12 Q. When was DJ first formed?
13 MR. MASON: Objection, foundation, calls
14 for speculation.
15 A. I can't remember.
16 Q. (BY MS. ROGERS) Do you remember when you
17 became a member?
18 A. I can't remember the exact date or the exact
19 year.
20 Q. Prior to the wind-down in 2018, you received
21 money from DJ Investments, right?
22 MR. MASON: Objection, misstates his prior
23 testimony, foundation.
24 MS. ROGERS: I think this is the first
25 time I'm asking this.

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1 MR. MASON: Well, you said that the
2 wind-down happened in 2019. I believe he testified it
3 was 2019 to 2020.
4 MS. ROGERS: Sure. I'll rephrase that.
5 Q. (BY MS. ROGERS) Prior to its -- prior to the
6 entity's wind-down, you received money from DJ
7 Investments, right?
8 A. I did receive money from DJ Investments, yes.
9 Q. And so did Angus McQueen, right?
10 A. Yes.
11 Q. And so did Bill Winkler?
12 A. Yes. To the best of my knowledge, yes.
13 Q. So did Brandon Winkler, right?
14 A. Yes.
15 Q. How much money did you receive from DJ
16 Investments prior to its wind-down?
17 A. I can't remember.
18 Q. Without speculating, can you tell me if you
19 received more than \$5 million from DJ Investments over
20 the life of that entity?
21 A. It was less than that.
22 Q. Without speculating, can you tell me if you
23 received more than \$1 million from DJ Investments over
24 the life of that entity?
25 MR. MASON: Objection, foundation.

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1 A. I -- I believe it would be less than that, yes.
2 Q. (BY MS. ROGERS) Without speculating, can you
3 tell me if you received more than \$500,000 from
4 DJ Investments over the life of that entity?
5 MR. MASON: Objection, foundation, calls
6 for speculation.
7 A. I can't remember the exact amount.
8 Q. (BY MS. ROGERS) DJ Investments was a real
9 estate investment vehicle, is that fair to say?
10 MR. MASON: Objection, foundation, calls
11 for speculation.
12 A. Yeah, I'm not sure I would necessarily classify
13 it as -- as just real estate. I mean that's -- at a
14 real estate holding, but...
15 Q. (BY MS. ROGERS) In addition to real estate,
16 what other assets did DJ Investments hold?
17 A. To my knowledge, nothing.
18 Q. So to your knowledge, the only assets
19 DJ Investments held was real estate?
20 A. That is correct.
21 Q. And did that real estate include a house on
22 Amhearst, Amhearst in Dallas?
23 A. Yes, it did.
24 Q. Any other real estate owned by DJ Investments?
25 Or just the house on Amhearst?

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1 A. I believe it was just the house on Amhearst.
2 Q. And AMc, from time to time, paid DJ Investments
3 to rent that house, right?
4 MR. MASON: Objection, foundation, calls
5 for speculation.
6 A. To my knowledge, there was a -- some kind of
7 transaction, yes.
8 Q. (BY MS. ROGERS) What kind of transaction?
9 MR. MASON: Objection, foundation, calls
10 for speculation.
11 A. I wouldn't know -- I wouldn't know exactly how
12 to classify it. I just -- I know that there was a --
13 there was a transaction of some kind.
14 Q. What do you know about the transaction?
15 A. That -- between Ackerman McQueen and DJ?
16 Q. Yes.
17 A. That it had to do with the home that was being,
18 you know, used for client entertainment and, you know,
19 possible prospecting, corporate housing, that type of --
20 that type of use.
21 Q. Now, I think you said entertainment and client
22 prospecting. Was that home ever used for client
23 entertainment?
24 A. I can't recall every single event there, but we
25 had different types of people that, you know, came over

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1 to the house.

2 Q. To your knowledge, were any events at the house

3 on Amhearth ever billed to the NRA?

4 A. No. To my knowledge, no.

5 Q. To your knowledge, were any events at the house

6 on Amhearth ever billed to any other AMc client?

7 A. To my knowledge, no.

8 Q. Do you know on how many occasions AMc paid DJ

9 to rent the house on Amhearth?

10 MR. MASON: Objection, foundation.

11 A. Can you ask that one more time?

12 Q. (BY MS. ROGERS) Sure. So I'll represent to

13 you that AMc's audited financials from 2017 indicate a

14 payment of \$148,000 to DJ Investments for rental of a

15 house. Does that -- does that refresh your recollection

16 as to what type of a transaction may have occurred?

17 A. Do you have that document?

18 Q. I do, and we'll put it up -- I'll probably put

19 it up after the next break, because I'll have to pull it

20 up and mark it.

21 But you mentioned transactions occurring

22 that involved the use of the home for entertaining,

23 client prospecting and corporate housing. To your

24 knowledge, on how many occasions did AMc pay to use the

25 house owned by DJ Investments?

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1 A. I don't -- I don't know if -- when you say "how

2 many occasions," I'm not sure if it was -- if it was by

3 occasion or if it was, again, just a standard monthly

4 deal.

5 Q. Who kept records of how the house was used and

6 the business purpose for which AMc paid?

7 MR. MASON: Objection, foundation, calls

8 for speculation.

9 A. I do not know.

10 Q. (BY MS. ROGERS) Who would know?

11 MR. MASON: Objection, form, calls for

12 speculation.

13 A. I don't -- I don't know, but I, you know -- I

14 don't know, I'd start to speculate.

15 Q. (BY MS. ROGERS) Do you know, yes or no, if

16 anyone at AMc kept records of the business purpose for

17 which AMc paid DJ Investments to use the house on

18 Amhearth?

19 A. I do not know.

20 Q. Do you know who furnished the house?

21 A. I do not know.

22 Q. Do you know who maintained the amenities of the

23 house?

24 A. Can you define amenities?

25 Q. Sure, I can give examples.

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1 So do you know if the house on Amhearth

2 had Internet service?

3 A. It did, yes.

4 Q. Do you know who paid for that?

5 A. I do not know.

6 Q. Do you know if the house on Amhearth had

7 electricity?

8 A. It did, yes.

9 Q. Do you know who paid for that?

10 A. I don't know.

11 Q. Do you know if the house an Amhearth received

12 gardening or landscaping services?

13 A. It did.

14 Q. Do you know who paid for that?

15 A. I don't know.

16 Q. Do you know if DJ Investments paid for it?

17 MR. MASON: Objection, foundation, call

18 for speculation.

19 A. I -- I do not know if it was DJ.

20 Q. (BY MS. ROGERS) Do you know if it was AMc?

21 A. I do not know --

22 MR. MASON: Objection, foundation.

23 THE WITNESS: I don't know --

24 Q. (BY MS. ROGERS) Go ahead.

25 A. Sorry, I was just saying I don't know. I --

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1 I'm stepping -- I -- I apologize.

2 Q. It happens.

3 AMc has reported related party

4 transactions with an entity called High Plains Leasing,

5 LLC. Are you a member of High Plains Leasing, LLC?

6 A. I am.

7 Q. Who are the other members of High Plains

8 Leasing, LLC?

9 A. Currently, I believe it is Bill Winkler and

10 Brandon Winkler.

11 Q. Who started High Plains Leasing, LLC?

12 MR. MASON: Objection, foundation, calls

13 for speculation.

14 A. I don't know the origin -- exactly the origin

15 history.

16 Q. (BY MS. ROGERS) When did you become a member?

17 A. I can't remember.

18 Q. Do you remember if it was in the last five

19 years?

20 A. I think it was -- I think it was actually --

21 actually, I don't know. I -- I do not know.

22 Q. Before your father passed away, was he a

23 member?

24 A. Yes.

25 Q. How much money have you received from High



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1 Plains Leasing, LLC over the course of the existence of
2 that entity?
3 MR. MASON: Objection, foundation.
4 A. I do not recall.
5 Q. (BY MS. ROGERS) Without speculating, can you
6 tell me if you've received more than \$100,000 from High
7 Plains Leasing, LLC?
8 A. Over what time period?
9 Q. Over the entire existence of High Plains
10 Leasing, LLC.
11 A. Yes.
12 Q. Okay. Without speculating, can you tell me
13 whether -- whether you've received more than a million
14 dollars from High Plains Leasing, LLC over the existence
15 of that entity?
16 A. I do not believe so.
17 Q. Are you a member of an entity
18 called Branded News, LLC?
19 A. Not currently. I don't think Branded News is
20 still in operation.
21 Q. That's right. AMc acquired assets from Branded
22 News in 2017, right?
23 A. I believe so. I think that's the -- that's the
24 correct time frame.
25 Q. And you were a member of Branded News, LLC at

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1 the time of that transaction, right?
2 A. I was, yes.
3 Q. Without speculating, can you tell me whether
4 you received more than a million dollars from Branded
5 News, LLC over the life of that entity?
6 A. I do not think it was more than a million
7 dollars.
8 Q. Without speculating, can you tell me if you
9 received more than \$500,000 from Branded News, LLC over
10 the life of that entity?
11 A. I do not think it was more than a \$500,000.
12 Q. Without speculating, can you tell me if you
13 received more than \$100,000 from Branded New, LLC over
14 the life of that entity?
15 A. I think there's a good possibility it was more
16 than 100, but I cannot say for certain.
17 Q. Who -- who were the other members of Branded
18 News, LLC?
19 MR. MASON: Objection, foundation.
20 A. I can't remember each one of them. That was a
21 while ago and it was a different group.
22 Q. (BY MS. ROGERS) Do you remember whether your
23 father was a member?
24 A. He was, yes.
25 Q. Do you remember whether Bill Winkler was a

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1 member?
2 A. He was.
3 Q. Do you remember whether Brandon Winkler was a
4 member?
5 A. I believe so.
6 Q. Do you remember whether Melanie Montgomery was
7 a member?
8 A. I don't think so.
9 Q. Do you remember whether Henry Martin was a
10 member?
11 A. No, I don't think so.
12 Q. What -- what kind of business did High Plains
13 Leasing, LLC do?
14 A. Just leasing.
15 Q. What kind of -- what did it lease?
16 A. Equipment and vehicles.
17 Q. To your knowledge, were any equipment or
18 vehicles leased from High Plains Leasing, LLC ever
19 invoiced to the NRA?
20 A. No, I don't believe so.
21 Q. To your knowledge, were the costs of those
22 leases invoiced to any of AMc's other clients?
23 A. The cost of the leases?
24 Q. So, for example, to your knowledge, did AMc
25 ever pay to lease a vehicle from the LLC that you and

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1 your father were a member of and then charge one of its
2 other clients, like the Chickasaw Nation, for the cost
3 of leasing that vehicle?
4 A. I don't -- I don't believe so. If I understand
5 your question correctly, are you basically asking about
6 passing on the lease, so to speak?
7 Q. Sure. So I'll just represent to you that
8 another former client of Ackerman complained to us that
9 there was suspicion that Ackerman was paying to lease
10 equipment from an entity that Ackerman principals owned
11 and then passing that cost along to the other clients.
12 And I'm -- I'm searching for your knowledge on this
13 topic.
14 So are you aware of any instance where
15 Ackerman paid to lease equipment from High Plains
16 Leasing and then passed that cost along to one of its
17 clients?
18 MR. MASON: I'm just going to object on
19 the basis that it assumes facts not in the evidence,
20 argumentative, and vague and ambiguous, and foundation.
21 Q. (BY MS. ROGERS) And sure, I'm not trying to
22 assume any facts. I just want to see what facts you
23 know. So I'll ask the question again so we have a clear
24 transcript.
25 Can you recall any instance where Ackerman

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1 leased a vehicle or equipment from High Plains Leasing
 2 and passed that cost along to one of its clients?
 3 A. I don't -- I don't believe that there was ever
 4 a direct pass along. Ackerman had budgets as -- as cost
 5 for services. And, you know, to the extent that leasing
 6 equipment that would be required to execute those
 7 services is involved in the pricing of those services,
 8 so I don't want to answer something that -- but I don't
 9 believe pass along, no.
 10 Q. To your knowledge, did Ackerman disclose to its
 11 clients that it might bill them, whether pursuant to
 12 their agreed budgets or otherwise, for the cost of
 13 equipment leased from a related party entity?
 14 MR. MASON: Objection, foundation,
 15 speculation, argumentative. It assumes facts not in
 16 evidence.
 17 A. And I don't -- I don't think I said billed them
 18 for a specific item, like a computer or something like
 19 that.
 20 Q. (BY MS. ROGERS) To your knowledge, did
 21 Ackerman ever disclose its relationship with High Plains
 22 Leasing, LLC to any of its clients?
 23 A. I don't know.
 24 Q. To your knowledge, did Ackerman lease equipment
 25 from High Plains Leasing, LLC in connection with work

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1 performed for its other clients and invoice related
 2 costs to those clients?
 3 MR. MASON: Objection, foundation,
 4 speculation. It's also been asked and answered.
 5 A. Would you mind repeating that? It just was a
 6 long question.
 7 Q. (BY MS. ROGERS) Sure. Well, let's -- it will
 8 be easier if we -- if we talk about specific clients.
 9 So you mentioned that High Plains Leasing
 10 leases equipment and vehicles, right?
 11 A. Yes.
 12 Q. Okay. What kind of equipment?
 13 A. A nonexhaustive list would be like editing --
 14 like editing software, cameras, lights -- no, I said
 15 "software," that was the wrong term. The hardware, like
 16 the computer, that type of thing. Cameras, lights,
 17 lenses, those -- those types of items.
 18 Q. Okay. To your knowledge, did Ackerman ever
 19 bill the American Clean Skies Foundation for the cost of
 20 audio-visual equipment leased from High Plains Leasing,
 21 LLC?
 22 A. To my knowledge, no. I -- I don't -- I don't
 23 know, I should say.
 24 Q. What about the Chickasaw Nation?
 25 A. I don't believe so. I don't know.

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1 Q. What about other types of equipment apart from
 2 audio-visual, same question, to your knowledge, did
 3 Ackerman ever bill the American Clean Skies Foundation
 4 for the cost of any equipment from High Plains Leasing,
 5 LLC?
 6 MR. MASON: Objection, foundation, calls
 7 for speculation, asked and answered.
 8 A. I don't know.
 9 Q. (BY MS. ROGERS) What about the Chickasaw
 10 Nation?
 11 MR. MASON: Objection, foundation, calls
 12 for speculation, asked and answered.
 13 A. I don't believe so.
 14 MR. MASON: And also to the extent this
 15 gets into dealings between the Chickasaw Nation and
 16 Ackerman, who is an existing client, I believe there are
 17 some immunity issues. But I think you answered the
 18 question already, so go ahead.
 19 A. I don't believe so.
 20 Q. (BY MS. ROGERS) All right. Well, I won't ask
 21 any -- too many questions. I don't want to intrude on
 22 anybody's sovereignty.
 23 All right. You are the top executive at
 24 AMc now, right?
 25 A. I don't like to use that term. I am the chief

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1 executive officer of Ackerman McQueen.
 2 Q. Do you have a boss?
 3 A. I do. I report to the board.
 4 Q. But there's nobody between you and the board,
 5 right?
 6 A. No.
 7 Q. Melanie Montgomery reports to you now, right?
 8 A. Yes.
 9 Q. And prior to your father's death, she would
 10 have reported jointly to you and Angus; is that fair?
 11 A. Yeah, that's correct. I -- she had a very long
 12 relationship with Angus, so I would probably say more to
 13 Angus than me.
 14 Q. And Bill Winkler reports to you, right?
 15 A. Bill Winkler is -- you know, I like to use the
 16 term "partner." This is an awkward way, but I would say
 17 yes, from a reporting structure, yes.
 18 Q. Sure. And I'll stipulate that I'm just asking
 19 about the reporting structure, who's answerable to whom
 20 and not -- you know, not -- not whether you act like a
 21 boss in day-to-day life.
 22 A. I'm just being a good Oklahoman. Sorry.
 23 Q. That's okay.
 24 So -- and prior to your father's death,
 25 Bill Winkler would have reported jointly to you and



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1 Angus, right?
 2 MR. MASON: Objection, foundation.
 3 A. That is --
 4 MR. MASON: Also vague and ambiguous as
 5 to -- to time period.
 6 But go ahead.
 7 A. That is correct.
 8 Q. (BY MS. ROGERS) And Tony Makris reports to
 9 you?
 10 A. Currently, yes.
 11 Q. And prior to your father's death, he would have
 12 reported jointly to you and Angus?
 13 MR. MASON: Objection, vague and
 14 ambiguous.
 15 A. Yeah, I want to -- I want to be clear that I --
 16 I -- are you talking from the point when I became
 17 co-CEO?
 18 Q. (BY MS. ROGERS) That's fair, so let's clarify.
 19 So during the period when you were a co-CEO with Angus,
 20 would it be accurate to say that Tony Makris reported
 21 jointly to you and Angus?
 22 A. Yes. But similar to --
 23 Q. Sorry. What were you --
 24 A. Similar to Mel, that -- that time period, I --
 25 I really do see as much more to Angus than to me.

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1 Q. And I apologize, the transcript is a little
 2 unclear and it's my fault because I -- I -- you cut out
 3 for a second and I started talking.
 4 So when you say "more to Mel," do you mean
 5 that Tony Makris reported more to Mel? Or that like
 6 Mel, he reported more to Angus than to you?
 7 A. Yeah, I apologize, that was unclear on my -- on
 8 my side. Like -- like Mel, similar to the comment I
 9 made about Mel.
 10 Q. Got it. He reported more to Angus than to you?
 11 A. That is correct.
 12 Q. But he did not report to Mel?
 13 A. He did not report to Mel, no.
 14 Q. Okay. You testify in one of your declarations
 15 that Angus led AMc's relationship with the NRA. As
 16 co-CEO, what was your role in AMc's relationship with
 17 the NRA?
 18 A. When I took the position of co-CEO, my initial
 19 interaction with the NRA really didn't change and I -- I
 20 stayed very much more on the content and the
 21 communication strategy side. I think the first full
 22 budget meeting that I was really a part of, which --
 23 which would have -- which would have signified kind of
 24 an expanding role of mine, would have been the budget
 25 meetings going into 2018. I can't remember, you know,

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1 when those were. Of course, some of them took place in
 2 2017.
 3 Does that answer your question?
 4 Q. Yes, it does. Thank you.
 5 A. Okay.
 6 Q. So you said the budget meetings going into
 7 2018. Do you mean the meeting to establish the budget
 8 for 2018?
 9 A. Yeah. There wasn't just one meeting.
 10 Q. Okay. So you said you were more on the content
 11 and the communications strategy side. Is that the -- is
 12 that the creative content like branded media and
 13 magazines and the like?
 14 A. I wouldn't -- I wouldn't necessarily classify
 15 all of that as kind of like a lump everything having to
 16 do -- I mean we did so many things for the National
 17 Rifle Association that I -- I didn't necessarily oversee
 18 every single aspect, if that makes sense. So magazines
 19 that -- when you said "magazines," that gave me pause
 20 because that actually had a separate team -- for
 21 America's First Freedom had a separate team, but then
 22 there was -- and Ring of Freedom had a separate team, if
 23 I -- I'm remembering correctly.
 24 And, you know, for like the time when we
 25 had an NRA Life of Duty digital magazine, for a little

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1 bit there was a Carry Guard magazine. And there was
 2 also, if I remember correctly, a magazine prototype that
 3 I don't think we ever launched called NRA Sharp.
 4 So you know, different aspects of content,
 5 video content, I definitely had knowledge to a certain
 6 degree of what was going on with the development of some
 7 of those products, but, you know, different teams did
 8 different things.
 9 Q. You oversee the content of AMc's website,
 10 right?
 11 A. I -- I do. I mean in my position, yeah. And I
 12 believe I said that in my affi- -- declaration.
 13 Q. You did. Good memory.
 14 Did you also oversee the content of NRATV?
 15 MR. MASON: Objection, vague and
 16 ambiguous.
 17 A. Yeah, can you define oversee.
 18 Q. (BY MS. ROGERS) Sure. So -- well, let's --
 19 let's use it in the same sense you're using it as to the
 20 website. You oversaw -- you oversee the content of the
 21 website. What does that mean to you?
 22 A. I would say that I'm ultimately responsible for
 23 what appears on the website. I don't content manage the
 24 website.
 25 Q. Were you ultimately responsible as co-CEO for

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1 what appeared on NRATV?
 2 A. No. I would say the responsible party for
 3 NRATV would be Wayne LaPierre.
 4 Q. Why would you say that?
 5 A. Because he's the chief executive of the
 6 National Rifle Association and he led the strategy --
 7 the communication strategy for the National Rifle
 8 Association from which NRATV content was created.
 9 Q. You approved scripts for NRATV content, right?
 10 A. Yeah, I -- I'm certain that I had some part in
 11 the approval process or I at least saw them. And again,
 12 that's -- that's pretty broad. With live, for instance,
 13 those shows had their own production teams. The content
 14 visions of those shows were understood and approved by
 15 Wayne and others at the National Rifle Association. To
 16 the extent that they generated any scripts on live, I
 17 wouldn't have had a way to approve any of those scripts
 18 or really see any of those before they went out.
 19 Q. Right.
 20 A. So not to split hairs there, but, you know,
 21 just broadly approving of scripts, I would say that some
 22 scripts I saw.
 23 Q. So Grant Stinchfield couldn't air pre-scripted
 24 content until you approved the scripts, right?
 25 MR. MASON: Objection, foundation, calls

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1 for speculation.
 2 A. Can you define pre-scripted?
 3 Q. (BY MS. ROGERS) Sure. So you distinguished
 4 scripted content from live content, that -- and I
 5 interpreted that distinction to refer to content that is
 6 scripted in advance versus content that is
 7 extemporaneous. Is that -- does that description sound
 8 right to you?
 9 MR. MASON: Objection, compound.
 10 Go ahead.
 11 A. So when you say "pre-scripted," so they're --
 12 in our -- in our business, there's pre-produced content
 13 which would -- which would require a production crew to
 14 model a video based on a script and then produce
 15 according to that script on a set, of some kind, not to
 16 get into the different types of sets, and then edit
 17 that -- that video before it's ever released.
 18 But when you're using the term
 19 "pre-scripted," if there were scripts from which Grant
 20 Stinchfield was reading on a live broadcast, I -- that
 21 would technically be a pre-scripted scenario, but it
 22 would not be a pre-produced scenario.
 23 Then there's a further distinction, which
 24 I'm sure we're going to talk about later on, or maybe in
 25 this conversation, where it's headed, which would

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1 include live to tape. Which live to tape is -- is
 2 basically the exact same scenario as live, but it isn't
 3 immediately distributed.
 4 And so as we get into this conversation,
 5 I -- I'm probably going to be asking for clarification
 6 only from the standpoint that we need to talk about
 7 everything from pre-production through distribution, if
 8 that makes sense.
 9 Q. (BY MS. ROGERS) Well, let's work with some
 10 examples. I'm going to ask my colleague to put up
 11 Tab 103. I'm going to ask the court reporter to mark
 12 this as Exhibit 3.
 13 (Exhibit No. 3 was marked.)
 14 A. There it is.
 15 Q. (BY MS. ROGERS) All right. Let me know if you
 16 recognize this e-mail.
 17 A. From recognize, would you like me to read it
 18 first? Or just tell you that I recognize it as an
 19 e-mail?
 20 Q. Well, do you recall receiving this e-mail?
 21 A. Oh. Let me read it. Okay.
 22 Q. Having reviewed this document, do you recognize
 23 it?
 24 A. I can't say I remember this -- this e-mail, but
 25 I obviously -- it was obviously sent to me and I

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1 recognize that.
 2 Q. And this is from Grant Stinchfield and he
 3 writes, Revan, I would love to do this today. I tweaked
 4 Patrick's script a little bit. See below.
 5 Do you see that?
 6 A. Yes.
 7 Q. So he -- he's seeking your approval to run
 8 this -- this script on his show, right?
 9 MR. MASON: Objection, calls for
 10 speculation.
 11 A. Yeah. And I don't necessarily -- and can I
 12 look back -- is it okay if I look back through it?
 13 Q. (BY MS. ROGERS) Sure. Yeah, yeah, yeah.
 14 A. I don't see anything that says "approval" on
 15 here. I think he's just commenting that he -- he would
 16 love to do it. I -- I'm not -- I'm not sure if that --
 17 if that means necessarily seeking approval. But this
 18 would be something that -- that we would have
 19 collaborated on, I guess, you know. It -- it's -- I
 20 recognize it as that.
 21 Q. So you -- you testified earlier there are
 22 different types of content, pre-produced, pre-scripted,
 23 live to tape. What type of content is being scripted in
 24 this e-mail?
 25 MR. MASON: Objection, foundation, calls

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1 for speculation.

2 A. Yeah, I don't know how this aired, that's the

3 problem. That's what I'm trying to figure out, whether

4 he was reading these live and that's what he's

5 suggesting and then they would cut to these clips, or if

6 this would be a pre-produced live to tape and he would

7 throw to this in his live -- live show. That's what I

8 can't -- I can't remember the direction on that.

9 Q. (BY MS. ROGERS) Could Grant Stinchfield have

10 used this script on NRATV without -- without approval

11 from anybody at AMc?

12 A. This script -- there's nothing really -- to be

13 honest, there's nothing really about this that

14 necessarily would have kept him from -- from being able

15 to be use it, other than, you know, I guess -- he

16 obviously is reaching out to me to get my, at the very

17 least, collaboration.

18 Did I -- did I answer your question? I

19 may not have.

20 Q. Yeah. What I'm trying to figure out is who --

21 well, I'll ask it this way: Did anyone at AMc exercise

22 oversight over the scripts that were used on NRATV?

23 MR. MASON: Objection, vague and

24 ambiguous, foundation, calls for speculation. It's also

25 misleading.

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1 A. Yeah, can you define oversight.

2 Q. (BY MS. ROGERS) Sure. So if Grant Stinchfield

3 wants to run a script calling the women of -- the leader

4 of the Women's March an apostle of Louis Farrakhan, a

5 supporter of Sharia Law, and a --

6 THE REPORTER: Can you slow down for me?

7 MS. ROGERS: Yeah.

8 THE REPORTER: The leader of the Women's

9 March?

10 Q. (BY MS. ROGERS) If -- if -- if NRATV wants --

11 if -- if an NRATV personality wishes to run a script

12 referring to a prominent feminist activist as a

13 supporter of female genital mutilation as we see on the

14 bottom of the page with Bates label ending 3383, would

15 AMc require any of its executives to approve that

16 content or the content be allowed to run without

17 oversight?

18 A. It depends on when he would be saying that

19 and -- and how this was -- you know, the answer is, for

20 something like this, I -- yes. I mean he -- he's

21 sending this to me and Henry. And, you know, Henry

22 and -- and I were part of that oversight team. He also

23 had producers. He was, technically, the executive

24 producer of his own show. And so there was a certain

25 level of autonomy that the live hosts had that allowed

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1 them to put on something that was live.

2 But in the case of this, this -- this is

3 obviously something that he was planning to say, at the

4 very least, or he was planning to produce. And so he's

5 going through what appears to be an oversight type

6 structure here.

7 Q. Okay. And I think you testified that you and

8 Henry were part of the oversight team for -- is this

9 Stinchfield Live; is that accurate?

10 MR. MASON: Objection, misstates his prior

11 testimony.

12 A. Yeah, I -- I didn't -- I didn't specify

13 Stinchfield Live. Henry and I were part of -- as

14 creative director and then chief creative officer, which

15 I just -- I can't remember when he was named that. This

16 is dated March 9th, 2019, so I was already co-CEO, which

17 would have then put me in -- you know, I guess you could

18 say just oversight of the company, from that standpoint.

19 Henry is as -- he would have been chief creative officer

20 at this point, I believe. And so, you know, we had --

21 we oversaw a -- a certain level of the -- the content

22 that was produced on a day-to-day basis.

23 Q. (BY MS. ROGERS) All right. Well, I didn't --

24 I didn't really mean to get specific with Stinchfield

25 Live. So I'll ask it this way: You and when Henry were

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1 part of the oversight team for at least some of Grant

2 Stinchfield's content, right?

3 A. We were part of -- we were part of the content

4 management group, and I'm using that term now different

5 than content management as in uploading things, for

6 NRATV, yes.

7 Q. Who else was part of the content management

8 group for NRATV?

9 A. It would have been different producers at this

10 time in 2018. Angus would have been a part of that.

11 And again, I'm talking on a day-to-day basis in terms of

12 the jobs that we were hired to do by the NRA. So Angus

13 would have been a part of it as well as, again,

14 producers on individual shows and the hosts themselves.

15 Q. You testified earlier that the responsible

16 party for the content on NRATV was Wayne LaPierre. Do

17 you recall that testimony?

18 A. I do.

19 Q. Do you recall whether you ever provided this

20 Stinchfield script to Wayne LaPierre for (inaudible)

21 approval?

22 MR. MASON: Objection, foundation.

23 THE REPORTER: For what approval?

24 THE WITNESS: Sorry. Someone just talked.

25 THE REPORTER: For what approval, ma'am?

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1 MS. ROGERS: Input or approval.
 2 THE REPORTER: Thank you.
 3 A. I doubt the specific -- I don't remember if
 4 this specific one was ever sent or -- or given to him,
 5 but he basically hired us to create NRATV content as
 6 extensions from his -- his own talking points that would
 7 be discussed in meetings that we had.
 8 Q. (BY MS. ROGERS) All right. Well, setting
 9 aside this script, how often did you provide NRATV
 10 scripts to Wayne LaPierre for approval?
 11 A. Depending on the scripts, I just don't -- I
 12 don't remember. I know that he -- I know that he looked
 13 over his own scripts, for sure.
 14 Q. Apart, from his own scripts, can you remember
 15 any instance where AMc provided an NRATV script to Wayne
 16 LaPierre for approval?
 17 MR. MASON: Objection, foundation.
 18 A. I can't remember if -- a specific.
 19 Q. (BY MS. ROGERS) Okay. And when NRATV
 20 personalities appeared on other platforms, like cable
 21 TV, were you responsible for approving those
 22 appearances?
 23 A. In terms of allowing them to go on?
 24 Q. Well, let's start with allowing them to go on
 25 and then I'll also ask you about the talking points they

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1 would use during their appearance. But yes, the first
 2 question, when NRATV personalities wanted to appear on
 3 other platforms, did you have to approve their going on?
 4 A. I was part of the -- I was part of the team
 5 there that understood that they had -- they had a
 6 request, and then different people from the NRA would
 7 also be involved in that. So Andrew Arulanadam would be
 8 a part of that. And depending on -- depending on the
 9 appearance, I mean Wayne would most certainly have
 10 talked to Angus.
 11 For instance, when Wayne was -- was scared
 12 to go on the CNN Town Hall after Parkland, and basically
 13 didn't -- he didn't want to make that appearance, it was
 14 Wayne that wanted to fly Dana to Florida in order to do
 15 that.
 16 Q. Apart from Dana Loesch's appearance on a CNN
 17 Town Hall after the Parkland murders, can you recall any
 18 other instance where Wayne LaPierre approved the
 19 appearance of an NRATV personality on another platform?
 20 MR. MASON: Objection, foundation.
 21 A. I can't remember which Sunday show it was, but
 22 I believe there was a Sunday show, but now I'm
 23 dangerously getting close to some kind of speculation.
 24 So I can't really recall another specific appearance,
 25 but Andrew would be involved. Josh Powell would be

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1 involved. I believe sometimes even Chris Cox would be
 2 involved, when you're talking about appearances.
 3 Now, then you have other times where there
 4 were what you would call more standing appearances, like
 5 a Dan Bongino and that type of thing. You know, once --
 6 once there was a cadence where they had appeared and
 7 they would appear again, you know, in kind of a more
 8 reliable manner, I don't -- I don't think there was too
 9 much of a collaboration on that front, but -- but I
 10 can't recall the specifics.
 11 MS. ROGERS: All right. I'm going to ask
 12 my colleague to put up Tab 103 and we're going to mark
 13 this as Exhibit 4.
 14 (Exhibit No. 4 was marked.)
 15 Q. (BY MS. ROGERS) So we've marked as Exhibit 4
 16 an e-mail dated March 15th, 2018 bearing Bates label
 17 AMcTX 00003409. Mr. McQueen, please let me know when
 18 you've had a chance to review it. I think it's short.
 19 All right. So would I be correct to
 20 understand that the Vice HBO show is requesting an
 21 appearance by Grant Stinchfield and Stinchfield is
 22 seeking your approval?
 23 MR. MASON: To the extent you need to --
 24 are you done reading -- reviewing to document?
 25 THE WITNESS: No, I'm not.

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1 A. Okay.
 2 Q. (BY MS. ROGERS) Do you remember receiving this
 3 e-mail?
 4 A. I don't remember specifically receiving this,
 5 but I obviously did.
 6 Q. All right. Would it be accurate to me to infer
 7 that Grant Stinchfield had received an invitation to
 8 appear on HBO's Vice show and is seeking approval from
 9 you and Henry Martin?
 10 MR. MASON: Objection, foundation.
 11 A. Again, I -- I'm not seeing the term "approval"
 12 on this. I think he says, Let me know what you think.
 13 And I do remember this -- this instance, now that I see
 14 this. And if I remember correctly, he did this. I
 15 think he did.
 16 Q. (BY MS. ROGERS) Could Grant Stinchfield have
 17 appeared on HBO in his capacity as an NRATV personality
 18 without approval from AMc?
 19 MR. MASON: Objection, foundation.
 20 A. I don't want to say that -- that he couldn't
 21 have, like definitively, but this -- this is a clear
 22 indication that the protocol was -- was to collaborate
 23 on these types of appearances. And I'm sure collaborate
 24 beyond the walls of Ackerman McQueen. Whether it was
 25 this specific -- whether that happened on this specific



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1 one or not, I just can't remember.
 2 Q. (BY MS. ROGERS) When NRATV hired third-party
 3 talent, did you oversee the contract negotiation
 4 process?
 5 MR. MASON: Objection, foundation, vague
 6 and ambiguous.
 7 A. Can you define third-party talent and the
 8 contract negotiation process?
 9 Q. (BY MS. ROGERS) Sure. So AMc would the hire
 10 talent for NRATV, right?
 11 A. We would work with Wayne LaPierre to identify
 12 talent for NRATV.
 13 Q. And the talent -- and so Dana Loesch is an
 14 example of NRATV talent, right?
 15 A. She is, yes.
 16 Q. And Oliver North?
 17 A. And Oliver North, yes.
 18 Q. And they were both hired as employees of
 19 Ackerman, right?
 20 MR. MASON: Objection, foundation.
 21 A. We had contracts with both of them.
 22 Q. (BY MS. ROGERS) Employment contracts, right?
 23 A. Yes.
 24 Q. So AMc would hire employees who served as
 25 talent for NRATV, is that fair to say?

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1 A. Yes. After -- in both of those cases, after
 2 Wayne LaPierre negotiated their contracts and asked us
 3 to hire them.
 4 Q. Okay, I'll ask my colleague to put up Tab 104,
 5 and we're going mark this as Exhibit 4.
 6 THE REPORTER: I think we just marked a 4.
 7 MS. ROGERS: Oh, I'm sorry. Then we're on
 8 5.
 9 (Exhibit No. 5 was marked.)
 10 Q. (BY MS. ROGERS) Who is Kerri Pickett?
 11 A. I'm just finishing reading this. Just one
 12 second.
 13 Okay.
 14 Q. All right. Do you recall receiving this
 15 e-mail?
 16 A. I don't recall receiving the e-mail, but I did
 17 receive it.
 18 Q. All right. And I'll represent for the record
 19 that Exhibit 5 is an e-mail chain dated March 12th, 2018
 20 bearing Bates label AMcTX 0000339 --
 21 THE REPORTER: Ma'am, could you slow down,
 22 please, for me?
 23 MS. ROGERS: Yes.
 24 THE REPORTER: I'm sorry.
 25 MS. ROGERS: Bearing -- so did you get the

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1 Bates label?
 2 THE REPORTER: I will get it later, yes.
 3 MS. ROGERS: Okay.
 4 Q. (BY MS. ROGERS) All right. So, Mr. McQueen,
 5 this appears to be a discussion about independent
 6 contractor terms for someone named Kerri Pickett; is
 7 that accurate?
 8 A. Yes. And I -- there's also a Document 6 that
 9 just showed up. Am I to read that one as well?
 10 Q. I didn't intend to put up another document.
 11 But -- Document 6, let me look.
 12 MR. MASON: Document 6 looks like the
 13 amendment to the Services Agreement.
 14 MS. ROGERS: Yeah, no. I think -- we'll
 15 get to that later, but we don't need to look at it now.
 16 Q. (BY MS. ROGERS) Let's stick to Exhibit 5 for
 17 now.
 18 A. Okay.
 19 Q. So -- and I'm scrolling down to the bottom of
 20 the first page, e-mail from Terry -- from Tammy Payne.
 21 We could add talent -- during time VJ is in DC...
 22 talent may be asked to appear on NRATV an average of
 23 three days per week.
 24 Do you see that?
 25 A. Yes.

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1 Q. Is this a contract for NRATV talent?
 2 MR. MASON: Objection, foundation, calls
 3 for speculation.
 4 A. Yeah, I'm not -- I'm not sure exactly what this
 5 is referring to. I do remember Kerri Pickett and I do
 6 remember the term -- and what a VJ is. And so from that
 7 standpoint -- you know, she's obviously talking about
 8 NRA -- NRATV appearances. So yes, someone that is
 9 appearing on NRATV, I think is the way to look at this.
 10 Q. (BY MS. ROGERS) Right. And at the top of the
 11 e-mail chain, Tammy Payne writes, Bill wants me to
 12 address, quote, while in DC, closed quote. Should have
 13 checked with you first. Hope this helps.
 14 Do you see that?
 15 A. I do, yes.
 16 Q. Is Tammy Payne seeking your approval for
 17 contract terms with Kerri Pickett?
 18 MR. MASON: Objection, calls for
 19 speculation.
 20 A. Sorry, I -- Tammy Payne is seeking approval?
 21 Q. (BY MS. ROGERS) Sure. So Tammy Payne says,
 22 Should have checked with you first. Do you see that?
 23 A. Yeah.
 24 Q. And that's as part of a discussion about travel
 25 language in Kerri Pickett's contract, right?



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1 MR. MASON: Objection, foundation, calls
2 for speculation.
3 A. Yeah, I'm not sure what that refers to. I
4 believe Kerri Pickett even lived in DC. So I'm not sure
5 if it was travel language. But again, I don't see
6 any -- and I'm reading these as fast as I can, but I
7 don't -- I don't see any approval language.
8 MR. MASON: And just for the record, to
9 the extent that questions are being asked about this
10 document, it does appear that there's an attachment that
11 is not included.
12 MS. ROGERS: Sure. We'll get the
13 attachment, there should -- there should be one. But
14 most of my questions are about the e-mail.
15 Q. (BY MS. ROGERS) All right. So, Mr. McQueen,
16 you testified it doesn't look like there's any approval.
17 So is it your testimony that you were not required to
18 approve talent contracts for NRATV?
19 MR. MASON: Objection, misstates his prior
20 testimony.
21 A. Yeah, I'm just saying that she didn't say --
22 she didn't say the word "approve." She said, Should
23 have checked with you first. And so that's -- that's
24 all I'm saying.
25 Q. (BY MS. ROGERS) Could -- could Kerri Pickett

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1 have been hired as talent for NRATV without your
2 approval in March 2018?
3 MR. MASON: Objection, foundation, calls
4 for speculation.
5 A. Kerri Pickett, the individual, would have --
6 would have definitely before vetted as talent to fill a
7 position that would have been approved by Wayne, and
8 Woody at this time, as part of the budget.
9 Q. (BY MS. ROGERS) Do you recall ever seeking
10 Wayne LaPierre's approval to hire Kerri Pickett?
11 A. I don't believe that -- I don't -- I don't
12 recall ever seeking Wayne's approved for Kerri Pickett
13 specifically, no.
14 Q. Do you know if anyone else at AMc sought Wayne
15 LaPierre's approval to hire Kerri Pickett?
16 A. I don't know.
17 Q. Do you know if anyone at AMc sought Woody
18 Phillips' approval to hire Kerri Pickett?
19 A. Kerri Pickett, the individual that's filling a
20 role, I don't know.
21 Q. Well, when you say "Kerri Pickett, the
22 individual that's filling a role," what do you mean?
23 A. Well, Kerri Pickett was part of the -- the
24 cast, so to speak, or team on air appearance --
25 appearances for NRATV, and I believe it was for the Dana

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1 show. And so talking about the structuring of the Dana
2 show, that most certainly would have been a conversation
3 with Wayne LaPierre and with Woody Phillips.
4 Q. When you say -- sorry. Sorry.
5 A. No, you're good. I -- I -- yeah, ask the
6 question.
7 Q. When you say "the structuring of the Dana
8 show," what do you mean?
9 A. The vision, exactly how -- you know, everything
10 from how many times is it, you know, going to air per
11 week, the frequency, rather, you know, what type of
12 general tone, the content vision. And then in the case
13 of Kerri, it would have been -- and I think that Kerri
14 Pickett also -- also had appearances on Stinchfield, if
15 I remember correctly, but I may be mistaken there. But
16 the -- you know, the -- the Kerri -- Kerri Pickett role
17 would have been identified in the visioning of the show,
18 but maybe Kerri Pickett herself was not.
19 Q. Was there anyone at AMc who oversaw the
20 performance of talent hired for NRATV to ensure that the
21 talent's contracts were complied with?
22 MR. MASON: Objection, foundation, vague
23 and misleading, calls for speculation. Also calls for a
24 legal conclusion.
25 Q. (BY MS. ROGERS) You can answer.

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1 A. Yeah, I mean we, most certainly, had regular
2 meetings to, you know, make sure that, you know, what
3 was being fulfilled as a part of a contract was, in
4 turn, being fulfilled.
5 Q. When you say "we had regular meetings," who at
6 AMc would hold those meetings?
7 A. Different groups. And again, it didn't
8 necessarily -- we didn't pull out their contract and
9 say, Are they doing everything, but, you know, to
10 have -- have -- call it a content analysis, so to speak,
11 make sure that things were working out. And the team
12 would have been, at times me, but at times not. At
13 times Henry, at times not. Tammy at times. But, you
14 know, these weren't -- these weren't set, you know,
15 every Monday or every -- every whenever we're going to
16 have contract assessment meetings.
17 Q. Did you manage staffing for NRATV?
18 A. Did I personally manage them?
19 Q. Well, did you decide who would work on which
20 projects at which time?
21 A. Sometimes I had -- had a role in that on NRATV.
22 Sometimes it was -- it was decided -- you know, we had a
23 team that had -- that had -- you know, whether it was a
24 Henry Martin or a Tammy Payne as a -- as a producer over
25 a few different shows. They would have the -- they

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1 would have the authority to determine staffing.
 2 Q. In addition to NRATV, AMc produced branded
 3 digital media for other clients too, right?
 4 A. Yes.
 5 Q. Did you have the same management responsibility
 6 with respect to those other products that you did with
 7 respect to the NRATV?
 8 A. I would say no, and that was primarily -- in
 9 what time period are you talking about, just so I'm
 10 clear?
 11 Q. Let's say 2018.
 12 A. Yeah, so this was primarily a kind of tran- --
 13 transition into a co-CEO role. Just because I was
 14 co-CEO didn't all of sudden mean that I was going to be
 15 managing every single digital media iteration for our
 16 clients. And so it was a transition from my previous
 17 role on the NRA account.
 18 Q. So just to make sure I understand that
 19 correctly, so in your previous role as executive vice
 20 president, you were managing NRATV, right?
 21 MR. MASON: Objection, misstates the
 22 prior --
 23 Q. (BY MS. ROGERS) But not -- but not other
 24 clients' products?
 25 A. No. That's not -- that's not what I was

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1 saying. I -- I -- my -- to be clear, just because I was
 2 co-CEO did not necessarily make me manager of all
 3 digital media products at Ackerman McQueen.
 4 Q. All right. I'm about to skip to a new
 5 document. Mr. McQueen, do you have a preference on when
 6 you take lunch?
 7 A. No, I really don't.
 8 Q. Okay. Unless counsel has a preference, I'll go
 9 for like another, I don't know, half an hour, 45
 10 minutes, and then we can see where we are?
 11 MR. MASON: Yeah, let's go to about 12:30,
 12 our time, 1:30 your time, if that works. I think we
 13 should have lunch by then. We just need a quick lunch
 14 break.
 15 MS. ROGERS: Yep, sounds good.
 16 All right. I'm going to ask my colleague
 17 to put up Tab 96. We're going to mark this as
 18 Exhibit 6.
 19 (Exhibit No. 6 was marked.)
 20 MR. MASON: So there's -- okay. So I
 21 guess Document 6, the amendment, has not been actually
 22 marked as Exhibit 6. This next document will be marked
 23 as Exhibit 6.
 24 MS. ROGERS: Right. And it actually
 25 should be the 2017 Services Agreement, which we should

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1 address before the amendment.
 2 A. Okay.
 3 Q. (BY MS. ROGERS) All right. Mr. McQueen, so
 4 Exhibit -- Exhibit 6 is a Services Agreement between the
 5 NRA, Ackerman McQueen, Inc. and Mercury Group, Inc.
 6 dated the 30th of April, 2017.
 7 A. Right.
 8 Q. Mr. McQueen, do you recognize this document?
 9 A. You want me to scroll through?
 10 Yes.
 11 Q. When did you first see this document?
 12 A. I do not recall.
 13 Q. Do you recall if you laid eyes on this document
 14 prior to this lawsuit?
 15 A. Yes.
 16 Q. Do you recall whether you were co-CEO at the
 17 time this document was negotiated?
 18 A. I do not recall. That's part of what we
 19 discussed earlier, I just can't recall when that was
 20 formalized.
 21 Q. Do you know who negotiated the Services
 22 Agreement?
 23 A. It's my understanding that it was a group
 24 between the National Rifle Association and Ackerman
 25 McQueen. I -- I don't recall ever single person.

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1 Q. Were you part of that group?
 2 A. I was not, to my recollection. If I was in a
 3 meeting where this was discussed, I cannot remember.
 4 Q. Do you know whether Angus was part of that
 5 group?
 6 A. I'm positive, yes. I -- yes, he must -- he
 7 must have been.
 8 Q. Do you know whether Bill Winkler was part of
 9 that group?
 10 A. The term "know" is going to trip me up. I -- I
 11 did not witness a meeting where I could firmly say, Yes,
 12 I know he was, but I'm sure he was.
 13 Q. Okay. All right. Do you recall when you first
 14 learned that a new Services Agreement between AMc and
 15 the NRA had been executed in 2017?
 16 A. This may not be the first time, but, you know,
 17 the -- the first time that I -- I was a part of a
 18 negotiation regarding the Services Agreement would have
 19 been around the time of the amendment and the North
 20 contract. So I don't know if that was the first time
 21 that I was aware of this, but that is the first one in
 22 my recollection.
 23 Q. Do you recall anyone advising you in the spring
 24 of 2017 that the -- that AMc had taken on new or
 25 different contractual obligations vis-a-vis the NRA?

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1 MR. MASON: Objection, foundation, calls
2 for speculation. Plus it's vague and ambiguous.
3 A. Yeah, I'm not sure when you say "advising"
4 who -- how would that --
5 Q. (BY MS. ROGERS) I don't need to use the word
6 "advising."
7 Do you recall anyone telling you in 2017
8 that there was a new contract between the NRA and AMc?
9 A. I don't recall anyone necessarily saying "new
10 contract." I -- I'm not -- I'm not sure of the
11 question. Can you -- can you maybe repeat it, just so I
12 understand what you're saying?
13 Q. Sure.
14 So Exhibit 6 is a contract between the NRA
15 and AMc --
16 A. Right.
17 Q. -- that was executed in 2017, right?
18 A. Correct, yes.
19 Q. And you were co- -- you were either executive
20 vice president or co-CEO of Ackerman at this time,
21 right?
22 A. That is correct.
23 Q. Do you recall whether anyone told you that AMc
24 had signed a new contract with its largest client?
25 A. I don't -- I don't remember a specific

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1 conversation.
2 Q. Do you remember anyone telling you about any of
3 the provisions in this contract or what would need to be
4 done to comply with them?
5 A. I don't remember a specific conversation.
6 Q. All right. Let's look at Section 4 of this
7 contract. It's on Page 6 of this contract. It's
8 titled, Confidentiality. Let me know when you're there.
9 A. Oh, I'm here. Yeah, I was just reading.
10 Q. Great. All right. So I'll direct your
11 attention to Paragraph Roman numeral 4A, sub 4, where it
12 says, AMc warrants and agrees to prevent disclosure of
13 confidential information by its employees, agent,
14 successors, assigns and subcontractors.
15 Do you see that?
16 A. Yes.
17 Q. As executive vice president, or co-CEO, did you
18 take any steps to prevent disclosure of NRA confidential
19 information by AMc employees in the wake of this
20 contract?
21 MR. MASON: Objection, vague and
22 ambiguous. Also calls for a legal conclusion.
23 A. Yeah, I can't -- I can't speak to the -- how
24 the language in the Services Agreement necessarily
25 would -- would read from a legal standpoint. But I do

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1 know that we have all kinds of secure -- security steps
2 that we take to protect our clients' information.
3 Q. (BY MS. ROGERS) Did you ever advise your
4 employees that AMc had signed a confidentiality
5 agreement requiring them to prevent disclosure of NRA
6 confidential information?
7 A. I apologize, someone just came in and I heard
8 the noise and I did not hear your full question. I
9 apologize for that.
10 Q. That's okay. I'll actually -- I'll actually
11 ask a different one.
12 Do you recall anyone showing you this
13 language in 2017?
14 A. I do not recall.
15 Q. Do you recall any discussion in 2017 about new
16 or different confidentiality obligations that AMc had
17 taken on with respect to the NRA?
18 A. I don't -- I don't recall any specific
19 conversation.
20 Q. All right. I'm going to direct your attention
21 to paragraph Roman numeral 4A, sub 2, where it says, AMc
22 shall not make or cause to have made any copies of NRA
23 confidential information without the prior express
24 written authorization of the NRA.
25 Do you see that?

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1 A. I do.
2 Q. Are you aware of any procedures within AMc that
3 prevented the unauthorized copying of NRA confidential
4 information?
5 A. I -- I do not, no. I can't recall.
6 Q. All right. Let's turn to Section 9, Roman
7 numeral 9. That showing PA on Page 9.
8 A. Okay.
9 Q. All right. And I'm reading from a provision
10 that says, AMc is authorized to act on written
11 communications received from the NRA executive vice
12 president or his designee. He or his designee are the
13 only persons within NRA who have the actual authority to
14 issue such communications.
15 Do you see that language?
16 A. Uh-huh.
17 Q. When did you first become aware of this
18 provision?
19 A. I would probably say it was summer of 2018.
20 Q. As co-CEO, did you take any steps to ensure
21 compliance of Section 9 of the Services Agreement?
22 A. In what time period?
23 Q. Well, as co-CEO, so let's say late 2017 and
24 therefore.
25 A. There were specific instances where, yes, I

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1 most certainly made sure that we did not act without
 2 written communication.
 3 Q. What were those instances?
 4 A. The first that I -- let's see, the first that I
 5 can remember would have been in 2018, the summer of 2018
 6 and things were, obviously, becoming very contentious.
 7 There were a -- more than a few anecdotes that were
 8 given to me that the Services Agreement was being
 9 weaponized and that the Brewer Firm was laying breach
 10 traps and that everyone was paying very close attention
 11 to this.
 12 And, you know, there were accusations made
 13 about us that were communicated to me, some which I
 14 overheard from Wayne LaPierre quoting Bill Brewer,
 15 quoting Josh Powell. And the first time that I remember
 16 talking about the authorized contacts was in regards to
 17 the Oliver North agreement. And it was Mr. Brewer's
 18 e-mail -- I believe it was from Mr. Brewer, it may have
 19 been from you, Ms. Rogers -- requesting the Oliver North
 20 contract.
 21 Q. That's the e-mail that copied North, right?
 22 A. I do not --
 23 MR. MASON: Objection, foundation.
 24 A. I do not know who it copied. If you have the
 25 e-mail, I can confirm.

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1 Q. (BY MS. ROGERS) We'll look at it later.
 2 You testified that you were warned that
 3 the Services Agreement was being weaponized; is that
 4 right?
 5 A. Yes.
 6 Q. Who told you the Services Agreement was being
 7 weaponized?
 8 A. That was a -- maybe too colorful of a comment,
 9 but it was that sentiment from Angus.
 10 Q. What does it mean to you to weaponize a
 11 contract?
 12 A. Well, when you read this -- this contract, me
 13 not giving you any type of legal understanding because
 14 that's not my expertise, the truth is -- is that --
 15 well, from what I -- from what I can see is that the
 16 course of dealing between the NRA with Wayne LaPierre
 17 acting in verbal instruction to us, in person
 18 frequently, over the phone even more frequently, that he
 19 was not following this contract, and that it was the
 20 course of -- the course of business to, if we're talking
 21 about Section 9, to act upon not written communication,
 22 but verbal communication. And that was played out not
 23 only over the course of this Services Agreement, but the
 24 course of the entire relationship.
 25 And, you know, there was -- there were --

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1 there were very clear examples that were being expressed
 2 to me and some which I overheard, especially as it -- as
 3 it pertained to Section 8, which precedes authorized
 4 contacts and the examination of records, that I believe
 5 it was early August when the first request came in, but
 6 actually it was a lot -- a long time before that -- I
 7 wouldn't say a long time, when the Brewer Firm first
 8 joined and we were told the Brewer Firm was only working
 9 on Lockton litigation, that we participated in, you
 10 know, examination, if you will, of -- of records.
 11 And so, again, there was a course of --
 12 there was a course of doing business and then we started
 13 hearing about threats that were being issued by Bill
 14 Brewer, and that was threats of noncompliance with the
 15 examination records clause. And not only was that
 16 confusing, because we had complied with everything up to
 17 that point, but we were being accused of withholding
 18 records. And that would be the genesis, if you will, of
 19 the weaponization of the Services Agreement.
 20 Q. When did Angus tell you the Services Agreement
 21 was being weaponized?
 22 A. And to be clear, I -- you know, I may need to
 23 alter that. "Weaponized" may have not been his word,
 24 and so -- but he first told me that he was receiving
 25 hostile-type behavior -- or accounts of hostile-type

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1 behavior from Wayne, it would have been in June of 2018
 2 and then into July.
 3 Q. Did you -- did you overhear or witness any
 4 hostile behavior by the Brewer Firm in June or July?
 5 A. I did not ever hear anything from the Brewer
 6 Firm in June or July. I -- I did hear accounts -- I did
 7 hear accounts from Wayne.
 8 Q. And what did you hear from Wayne in June 2018?
 9 A. Well, my father was diagnosed with cancer, you
 10 may or may not know. His -- his chest x-ray -- I'm
 11 sorry. I told myself I'm not going to do this.
 12 Q. We can -- I mean, we're going to take a break
 13 soon anyways. I'll represent to you --
 14 A. No, no. Let me -- let me just go for it.
 15 His chest x-ray showed the cancer
 16 June 1st. And...
 17 MR. MASON: Do you need a break?
 18 THE WITNESS: Yeah.
 19 MR. MASON: Let's -- let's go ahead and
 20 take our lunch break.
 21 MS. ROGERS: We can -- we can take a
 22 break.
 23 THE WITNESS: No, let's not take a break.
 24 I need to get -- let's not take a break. Let me -- let
 25 me just -- give me -- give me one second.



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1 June 1st, his chest x-ray showed -- of
 2 2018 showed that he had a mass in his lung. And we
 3 quickly got to UT Southwestern down in Dallas. That was
 4 the last time that I personally and, to my knowledge,
 5 Angus personally saw Mr. Brewer. And just for
 6 specification, last conversation I had with Mr. Brewer
 7 was in his kitchen in Dallas. He had multiple NRA
 8 binders sitting out in the open. And I believe his
 9 daughter came running up to -- Madeline came running up
 10 to my father and said, Gee, dad, I'm so excited because
 11 I'm getting to work on the NRA account at the firm.
 12 And we had already known that the Brewer
 13 Firm was in -- in the middle of the Lockton litigation.
 14 And I believe some of our -- I know some of our
 15 employees had sat down with members of the Brewer Firm.
 16 And I call that out because that was the first time that
 17 my dad was actually diagnosed at UT Southwestern and
 18 undergoing the beginning of the -- the treatment plan.
 19 And so he started chemotherapy. It would have been into
 20 July, August.
 21 And you specifically asked what I
 22 overheard Wayne say. My dad couldn't hold his phone
 23 up -- my dad couldn't hold his phone up to his ear
 24 because he had wires sticking out of his veins. And I
 25 overheard Wayne saying that -- this is one of the

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1 first -- this is one of a few times I overheard him
 2 talking about being a pawn on Brewer's chessboard, and
 3 that Brewer is crazy.
 4 And the -- the reality of -- of what was
 5 the acquisition was that we were withholding documents.
 6 And this was specific to Carry Guard. And assured Wayne
 7 that we would never withhold documents, that's not what
 8 we would -- that's not what we did. And it was in that
 9 context that he said, I know, I know, Brewer is crazy.
 10 And I'm just a pawn on -- on Brewer's chessboard. And
 11 so --
 12 Q. (BY MS. ROGERS) So -- sorry. Go ahead.
 13 A. And so it was in that context where we were
 14 hearing about the withholding of documents.
 15 Simultaneously, Josh Powell was starting to make claims
 16 to, I think mainly Tony Makris, he's the one, that I
 17 know, that we were withholding documents in the Carry
 18 Guard inspection.
 19 And now, keep in mind, this time period is
 20 before the threats that we were receiving information
 21 about from the -- through others, threats that were
 22 being made by Mr. Brewer as well as -- well, threats
 23 that were being made by Mr. Brewer and the Brewer Firm.
 24 Q. This was also before the August document
 25 inspection request, right?

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1 A. That is correct.
 2 And there were a lot of -- there were a
 3 lot of judgments in this time about -- about us that we
 4 were hearing Mr. Brewer was making, calling into
 5 question the nature of the relationship. I believe he
 6 told Wayne, this is -- this is according to Angus, that
 7 our relationship was -- and I apologize, but fucked up.
 8 And so it's in this context that the Services Agreement
 9 started to come into focus for, I think, everyone.
 10 And that -- that is then how all of the
 11 kind of conversation around -- and again, I use the term
 12 "weaponizing," but using of the Services Agreement -- I
 13 think it was August 8th, if I remember correctly, maybe
 14 7th, when we received the letters about examination of
 15 records. And I think then this entire questioning began
 16 because you asked when the first time that I remember
 17 use -- not using, but -- I don't know if thing right
 18 term is using, but seeing the authorized contacts
 19 section and paying attention to what it -- what it
 20 actually said. And then that would have been the
 21 request for the -- for the North contract.
 22 Q. And so -- and I certainly don't want on the
 23 elicit painful details about your father's illness, and
 24 I regret that they come up. But what I do want to do is
 25 make very clear on the record statements that you

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1 overheard directly or that Wayne said to you versus what
 2 you heard secondhand from somebody else.
 3 A. Sure.
 4 Q. So my understanding is that, you know, you
 5 testified earlier that you heard -- you said that you
 6 overheard and heard from Wayne accusations quoting Bill
 7 Brewer and Josh Powell, right?
 8 A. To be clear, I overheard acquisitions involving
 9 Brewer. You see, at this time, Josh Powell was going
 10 around bragging about his relationship with Brewer to
 11 anyone that would listen. One of those people was --
 12 was Tony Makris. But he would do this in public places,
 13 and I can't remember all the people that would be at,
 14 say, a dinner or -- or something like that.
 15 But, you know, one thing that was relayed
 16 to me is that, at some event -- and again, these are
 17 quotes and so this is not my -- but quote, Powell was
 18 parading Bill Brewer around like his boy toy. And it
 19 was at a -- that's end quote, at a specific NRA event.
 20 And, you know, these are -- these are the types of
 21 things that would be related to me.
 22 And, you know, later on in the -- as we
 23 got into the August and then -- really, it was in the
 24 September, after the review, when it was related to me
 25 that Josh Powell was making threats that -- that

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1 Ackerman McQueen, according to Brewer, would be possibly
 2 indicted under RICO charges. And Wayne called Angus and
 3 said that Brewer is saying that you guys are -- are
 4 possibly going to be indicted. And --
 5 Q. So let's -- I'm sorry to interrupt you, I just
 6 want --
 7 A. I want to be sure that I'm clear about -- I
 8 want to be sure that I'm clear about the chronology of
 9 all this because it's very important, because all of
 10 this happened in succession. And -- and we kind of
 11 hopped into this conversation because of -- because of a
 12 Services Agreement and -- and why, all of the sudden,
 13 you know, the Brewer Firm was utilizing the -- the
 14 different sections of the Services Agreement and then we
 15 were utilizing the different sections of the Services
 16 Agreement, whereas, you know, previously both parties
 17 had course of -- course of business that it seemed was
 18 not really relying on the exact language. And I, of
 19 course, mentioned the Wayne LaPierre written
 20 communication section.
 21 Q. Right. And don't worry, we'll go through your
 22 affidavits and all of the, you know, threats that were
 23 allegedly passed and overheard later. So right now I
 24 just want to focus on the language of the Services
 25 Agreement. And I did ask you what you meant by

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1 weaponized. I also am going to ask you briefly, you --
 2 you testified that the Brewer Firm was you wrote laying
 3 breach traps. Why did you believe the -- well, strike
 4 that.
 5 Did someone tell you the Brewer Firm was
 6 laying breach traps?
 7 A. Yeah, so, you know, to me, and what I'm going
 8 to be very careful because we did start having a lot of
 9 conversations with attorneys. And so the "breach trap"
 10 comment was first told to me by Angus. But most
 11 conversations after this, as it pertains to decisions
 12 being made in regard to Services Agreement, were made
 13 with attorneys present.
 14 Q. Do you remember when Angus made the "breach
 15 trap" comment?
 16 A. I don't remember exactly when.
 17 Q. Do you remember if it was before or after the
 18 August record inspection requests?
 19 A. It would have -- it would have probably been --
 20 that -- that specific term, it -- I can't -- I can't
 21 remember exactly before or after. I know that when --
 22 when we were being -- when we were being implicated in
 23 withholding records, it would have been around that time
 24 so it probably would have been before.
 25 Q. All right. Let's look at Section 11F, which is

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1 on Page 10 -- or it begins on Page 10, at least. This
 2 is a provision that purports to require the NRA to pay
 3 certain trailing termination and severance costs if
 4 personnel are laid off. Is that a fair description?
 5 A. Yeah.
 6 MR. MASON: Objection, the document speaks
 7 for itself. Also calls for a legal conclusion.
 8 A. Are you on 11?
 9 Q. (BY MS. ROGERS) So it was Roman numeral 11,
 10 and I'm at subsection F. So if you go to the very
 11 bottom of --
 12 A. Okay.
 13 Q. -- Page No. 10?
 14 A. Yeah.
 15 Q. Okay. All right. So this language says,
 16 quote, In consideration of the dedication of a
 17 substantial number of personnel and resources to provide
 18 services under this agreement.
 19 Do you see that?
 20 A. Yes.
 21 Q. What was the substantial number of personnel
 22 who were dedicated to provide resources under the
 23 Services Agreement in 2018?
 24 MR. MASON: Objection, calls for -- to the
 25 extent it calls for a legal conclusion.

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1 A. When you say what were the substantial number,
 2 do you want me to name them to the best of my ability
 3 or --
 4 Q. (BY MS. ROGERS) Well, let's -- let's estimate
 5 how many -- first of all, how many employees did AMc
 6 have in 2018?
 7 MR. MASON: Objection, foundation.
 8 A. I don't remember the exact number.
 9 Q. (BY MS. ROGERS) Do you remember if it -- can
 10 you give me a range?
 11 MR. MASON: Objection, foundation.
 12 A. I don't think I can give you a range. I --
 13 I -- I just don't -- I mean it was over -- it was over
 14 100.
 15 Q. (BY MS. ROGERS) Less than 500?
 16 A. Yes, certainly.
 17 Q. Could you estimate whether half of AMc's
 18 personnel was dedicated to provide services under the
 19 Services Agreement?
 20 MR. MASON: Objection, foundation, calls
 21 for speculation.
 22 A. Yeah, I wouldn't have the ability to tell you
 23 that.
 24 Q. (BY MS. ROGERS) Now, Section F, I'll read
 25 you -- I'm reading the language beginning at the top of

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1 Page 11, with respect to these personnel, quote, The NRA
2 agrees to pay AMc a fair and equitable termination fee
3 to compensate it for the inevitable severances and other
4 reasonable costs incurred in conjunction with expiration
5 or termination.
6 Do you see that?
7 A. I do.
8 Q. So with respect to certain dedicated personnel,
9 the NRA would have to pay a termination fee and
10 severance if these personnel were fired, right?
11 MR. MASON: Objection, calls for a legal
12 conclusion.
13 Q. (BY MS. ROGERS) You can give your
14 understanding.
15 MR. MASON: Same objection. Foundation as
16 well.
17 A. Yeah, I'm not -- I'm not sure how I can answer
18 that without giving a -- some kind of legal -- my -- my
19 poor attempt at a legal conclusion.
20 Q. Okay. Well, as co-CEO of AMc, do you have any
21 layperson understanding of the obligations this contract
22 imposed on the NRA in the event that NRA dedicated
23 personnel needed to be fired?
24 A. What I understood is that when -- and I
25 don't -- I don't believe that this says NRA dedicated

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1 anywhere.
2 Q. Well, I'll -- I'll direct you to the language
3 I'm referring to.
4 A. Yeah.
5 Q. So on Page 10, it says, quote, The dedication
6 of a substantial number of personnel to provide under
7 services under this agreement. So I'm talking about the
8 personnel who are dedicated.
9 Do you see that?
10 A. Yeah. I just want to be clear that we're
11 not -- you know, from my understanding, we're not just
12 talking about people that are fee based. We're talking
13 about the -- the amount of people that are required to
14 fulfill the services under the Services Agreement.
15 That's my -- that's my understanding.
16 Q. Do you know if anyone within AMc took any steps
17 to track or identify which personnel were dedicated to
18 serve the NRA within the meaning of this provision?
19 MR. MASON: Objection, foundation. Also
20 to the extent it calls for a legal conclusion.
21 A. I mean, when you say "track," what I do know is
22 that we have -- we have time sheets that track time to
23 the National Rifle Association. And we also understood
24 who was working on what projects as they were assigned.
25 Q. (BY MS. ROGERS) So this provision says that if

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1 certain employees are fired, the NRA has to pay their
2 severance costs, right?
3 MR. MASON: Objection, the document speaks
4 for itself. Also, I think it calls for a legal
5 conclusion, lack of foundation.
6 A. And, again, from a layperson's reading of this
7 is that if a budget cut of some kind or a termination of
8 the contract, that the NRA would agree to pay the -- the
9 severances and other wind-down costs -- or reasonable
10 costs incurred. "Wind-down" is my term, obviously.
11 Q. (BY MS. ROGERS) And did you have any
12 understanding as to how the parties would determine
13 which personnel severance costs the NRA would need to
14 pay?
15 MR. MASON: Objection, foundation.
16 A. I mean I -- I actually did have an
17 understanding because there was -- there was precedent
18 under a previous Services Agreement and why I believe
19 this actually is in there. And I -- I am not familiar
20 with the '99 Services Agreement off the top of my head.
21 But in 2015, I -- I did actually witness a budget cut
22 that was -- was substantial.
23 And the process by which severances were
24 determined was one that started with Wayne and Woody in
25 our conference room in Dallas, and then I believe

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1 progressed to conversations between Woody and Mel and
2 Bill. And I do believe that severances as well as other
3 reasonable costs were paid that year.
4 MR. MASON: Ms. Rogers, our lunch is here.
5 When you're at a good stopping point, could we take our
6 lunch break?
7 MS. ROGERS: Yeah. Why don't we take it
8 now. And how long do you guys want?
9 THE WITNESS: I don't need much time.
10 MR. MASON: Tell you what, why don't we
11 come back at 11:25 Central, 2:15 Eastern. Does that
12 work?
13 MS. ROGERS: Works for me.
14 MR. MASON: Okay.
15 THE VIDEOGRAPHER: Stand by. We're going
16 off the video record. The time is 12:39 a.m.
17 (Break was taken.)
18 THE VIDEOGRAPHER: We are back on the
19 video record. The time is 1:18 p.m.
20 Q. (BY MS. ROGERS) Welcome back from lunch,
21 Mr. McQueen. Let's talk a little more about NRATV.
22 So my understanding from your earlier
23 testimony is that by the time you became co-CEO in 2017,
24 you were part of a group of Ackerman executives who
25 managed the content for NRATV, is that fair to say?

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1 A. Yes. And just to clarify on managing content,
2 because it can be confused, contenting management in
3 this sense is not the actual act of placing content on
4 the site. It's more just stewardship and -- and
5 managing the kind of day-to-day operations.
6 Q. Got you.
7 Did you also manage communications with
8 the NRA regarding the performance of NRATV?
9 A. Did I personally manage those, is that the
10 question?
11 Q. Well, yes. And that may have changed over
12 time, so let's start with 2016. 2016 was the beginning
13 of NRATV, right?
14 A. So the beginning of NRATV as a brand might have
15 been 2016, but NRATV from a content standpoint had
16 actually been around in digital form since 2004 with the
17 first NRA news product, but then there were television
18 shows produced before that. So I just want to be clear
19 that we're talking about the brand.
20 THE REPORTER: Did you say "nudist"?
21 MS. ROGERS: Oh.
22 THE WITNESS: Oh, no. Not NRA nudist.
23 THE REPORTER: What did you?
24 THE WITNESS: I said "NRA news."
25 THE REPORTER: News, okay.

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1 MS. ROGERS: There's nowhere to conceal
2 care, so you can't.
3 THE REPORTER: I'm so sorry.
4 THE WITNESS: That's -- I'm sorry, that's
5 going to -- that -- I'll be quoting that one.
6 MS. ROGERS: Will the court reporter let
7 me know when you're ready.
8 THE REPORTER: I'm sorry. Yes. Go ahead.
9 Q. (BY MS. ROGERS) Okay. So -- All right. So
10 NRATV, the brand, began in 2016. And there were various
11 communications with the NRA over the life of NRATV
12 regarding the viewership and performance of the network,
13 is that fair to say?
14 A. Yes --
15 MR. MASON: Objection, foundation.
16 Go ahead.
17 A. Yes, that is fair to say.
18 Q. (BY MS. ROGERS) And who was in charge of those
19 communications?
20 MR. MASON: Objection, foundation. Also,
21 vague and ambiguous.
22 MS. ROGERS: Sure. I'll clarify it a
23 little bit.
24 Q. (BY MS. ROGERS) So who communicated with the
25 NRA regarding the performance of NRATV?

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1 MR. MASON: Objection, foundation, vague
2 and ambiguous.
3 Go ahead.
4 A. Communications happened in different ways. You
5 know, I'm sure at times, Angus communicated with Wayne
6 multiple times, I mean. And, you know, going forward
7 whenever I talk about Angus and Wayne's communications,
8 there were times when Wayne would call Angus, three,
9 four, five times a day, so -- and I had -- I had no
10 working knowledge of each one of those conversations.
11 But, you know, if -- are you talking about
12 formal presentations of --
13 Q. (BY MS. ROGERS) Let's start with those.
14 A. Okay.
15 Q. So it's my understanding that there were
16 presentations to NRA leadership, usually Wayne LaPierre,
17 over the course of 2017 and 2018 regarding NRA
18 analytics; is that right?
19 A. There were, yes.
20 Q. Who delivered those presentations?
21 MR. MASON: Objection, foundation.
22 A. And to be clear, when you say "delivered," are
23 you -- are you talking about who presented them in
24 person?
25 Q. (BY MS. ROGERS) Well, let me ask -- let me ask

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1 a slightly different question.
2 A. Okay.
3 Q. Who decided which NRATV metrics would be
4 presented to Wayne LaPierre on these occasions?
5 MR. MASON: Objection, foundation.
6 A. Many of those presentations were built off of
7 requests that Wayne would make for information that he
8 needed to know. And we would either get those, you
9 know, through other -- through say like that a Nadir
10 (phonetic) would possibly communicate something. I
11 don't have a specific instance. Wayne would obviously
12 communicate with Angus as to what he was looking for.
13 We would try to sculpt these presentations from the
14 standpoint of what Wayne found most valuable.
15 Q. (BY MS. ROGERS) But it's not your testimony
16 that will Wayne specified the parameters of metrics like
17 engaged views, right?
18 A. Wayne would often call and ask about engagement
19 proactively, yes.
20 Q. But would he --
21 A. But Wayne did not -- Wayne did not construct a
22 presentation. He -- he didn't -- no, he didn't go page
23 by page and -- from that standpoint.
24 Q. And Wayne didn't -- didn't tell you how many
25 seconds the video should pay on an organic Facebook

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1 click before you would count it as an engaged view,
 2 right?
 3 MR. MASON: Objection, foundation.
 4 A. No, Wayne -- Wayne didn't -- he didn't issue
 5 the parameters for tracking that type of thing.
 6 However, when we first presented those metrics, he was
 7 presented the calculation as to how we arrived and he
 8 therefore approved how those metrics were gathered.
 9 Q. (BY MS. ROGERS) Right. And who managed the
 10 gathering of those metrics?
 11 MR. MASON: Objection, foundation.
 12 A. Jesse Greenberg.
 13 Q. (BY MS. ROGERS) Did he report to you in 2017?
 14 A. In 2017, once I became co-CEO, yeah.
 15 Q. Did he report to you when you were executive
 16 vice president?
 17 A. No. I would say that he would have -- he would
 18 have reported to Angus. Another individual named Eric
 19 Wang was responsible for that.
 20 Q. Was responsible for gathering metrics?
 21 A. Gathering metrics, yes.
 22 Q. And what about deciding which metrics to use,
 23 like how many seconds count as an engaged view, who at
 24 Ackerman made those decisions?
 25 MR. MASON: Objection, foundation, calls

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1 for speculation.
 2 A. You know, I can't recall any specific time
 3 that -- that would give me a very clear answer on that.
 4 But it was -- it was a collaboration to -- to think
 5 through, you know, what -- what engagement would
 6 actually mean or be, how we would -- you know, how we
 7 would gather that.
 8 Q. (BY MS. ROGERS) Collaboration among who?
 9 A. I was -- I was involved in that. Jesse was
 10 involved in that. Eric was involved in that. Angus was
 11 involved. Henry. You know, to the extent that they
 12 were aware of the -- of the presentations, Mel and
 13 Lacey. You know, we had -- we had a -- a large working
 14 group. This was a very large client and, you know, it
 15 took a lot of people to, you know, make sure that we
 16 were withholding -- or upholding our responsibilities.
 17 Q. All right. I'm going to ask my colleague to
 18 put up Tab 100, and I believe we're going to be marking
 19 this as Exhibit 7, if I'm counting my exhibits
 20 correctly.
 21 (Exhibit No. 7 was marked.)
 22 MS. ROGERS: So Tab -- so Exhibit 7 is a
 23 Word document titled, NRATV monetization next
 24 step/action plan, dated January 19th, 2018, bearing
 25 Bates label AMcTX 000037291. I'll ask the witness to

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1 take a moment to review and let me know when he's ready.
 2 Q. (BY MS. ROGERS) And I'll represent that we're
 3 not going to be asking really detailed questions about
 4 the entire document, so --
 5 A. Okay. I'm almost through. I -- yeah. This is
 6 a long one.
 7 Q. Yeah.
 8 A. All right. I -- I think I have it. I may have
 9 to reread something if you ask a specific section or
 10 something like that, so --
 11 Q. That's okay.
 12 Do you recognize this document?
 13 A. You know, I don't recognize it. I -- I -- I
 14 think -- I think that we put these types of things
 15 together after our budget approval, or this was put
 16 together after our budget approval meeting in the
 17 beginning of 2018.
 18 Q. And the budget approval meeting was usually in
 19 the fall of the preceding year, right?
 20 A. That may have been when -- when conversations
 21 started, but you know, this was a unique year, a very
 22 unique year. I don't know how much you know about the
 23 different tragic events that in many ways dictate the
 24 National Rifle Association's communication. But on
 25 October 1st of 2017, there was a mass shooting in

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1 Las Vegas. And that obviously was a -- was an
 2 extremely -- they all are extremely horrific events.
 3 That really took everyone by surprise in a lot of ways.
 4 Initially, it appeared as if it was fully
 5 automatic fire that was coming down into a crowd of
 6 people from an elevated position. They then found out
 7 that the bump stock technology was attached to the an
 8 AR-15, multiple in that sense. And so the budgeting for
 9 the next year was -- was really delayed in many ways by
 10 a, you know, response that needed to happen.
 11 And then I believe it was the fourth
 12 quarter of 2017 when Woody Phillips was hospitalized for
 13 diverticulitis and Josh Powell was appointed as acting
 14 CFO of our organization and -- am I -- I'm sorry, am I
 15 wrong about that?
 16 Q. So I'll represent to you that Josh Powell was
 17 appointed acting CFO for a short interval of time in the
 18 summer of 2018.
 19 A. That may be -- that may be your -- your
 20 recollection. I -- was the Brewer Firm around in 2017?
 21 Q. No. So maybe he was acting as CFO during
 22 another period that we don't know about, but --
 23 A. Yeah, so he -- he called me in 2017 -- in the
 24 fourth quarter of 2017 and he had put a -- Woody was on
 25 the call as well. And he kind of put a rules of the

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1 road going forward call into me. That's what it --
 2 that's kind of how I -- he didn't say "rules of the
 3 road." That's a little cliché. But I -- I got Melanie
 4 Montgomery on that phone call and Josh said, Things
 5 aren't going to be the same anymore, basically.
 6 And I said, You know, Josh, I feel very
 7 uncomfortable with the way that this phone call is
 8 happening. And -- and I addressed Woody specifically,
 9 and I said, Woody, You know that this is not how budget
 10 conversations happen at the National Rifle Association.
 11 Wayne has to be made aware of -- of what we're talking
 12 about. And Josh was saying, Well, you know what,
 13 Wayne's not -- Wayne's not the one that's going to be
 14 making these decisions anymore, it's going to be me and
 15 there's going to be a different process.
 16 And, you know, to be honest, this aligned
 17 with a very concerning comment that Josh made at a
 18 dinner at Abacus, a restaurant in Dallas, where he spent
 19 an hour outside in the parking lot arguing with Wayne.
 20 I only now know it was an argument because I showed up
 21 late to that dinner and I heard it. I overheard him
 22 basically in a tirade. He then came in and he -- after
 23 having quite a bit to drink, he said that he wished he
 24 could put Wayne LaPierre into a coma so he could right
 25 the organization.

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1 And obviously, I felt extremely
 2 uncomfortable with that, as did everyone else at the
 3 dinner. These are types of events that would happen in
 4 2017. And -- and there were ebbs and flows in 2017 with
 5 Josh Powell that made me uncomfortable, to say the
 6 least.
 7 You know, not to go back to the Services
 8 Agreement conversation, but we did rely on the
 9 communication from the executive vice president of the
 10 organization. And Josh Powell just coming in and saying
 11 that he would like to put that man into a coma was not
 12 something that we were going to get behind and not
 13 something we wanted to have anything to do with. Forget
 14 putting him into a coma, but even having a conversation
 15 about that.
 16 And so, you know, all of this relates back
 17 to a budget conversation going into 2018 that was
 18 extremely important because we needed -- we needed to
 19 know exactly what role Josh was going to be playing.
 20 Was Josh being made the CFO, which that didn't sound
 21 proper. I think they had started a search for Woody's
 22 replacement going into 2018. I don't believe that they
 23 had quite yet landed on Craig Spray, but they may have.
 24 And the budget conversation, first and
 25 foremost, was how were we going to proceed. And

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1 Wayne/Woody -- and I don't remember if Tyler Schropp was
 2 there or not. He was some -- Tyler would sometimes
 3 come. But, you know, Wayne -- what is Josh -- is Josh
 4 now the new, you know -- not to draw too many parallels
 5 here, but the new co-CEO of the National Rifle
 6 Association?
 7 What -- what ensued was a conversation
 8 about not just NRATV, but all kinds of project going
 9 forward. Freedom's Safest Place was definitely a part
 10 of it and how we were going to construct messaging,
 11 especially coming out of a very contentious year having
 12 to do with the bump stock.
 13 You know, the bump stock was -- was a
 14 device that was not regulated as a Class III device by
 15 the ATF. And the Trump administration had no clue how
 16 to -- how to deal with it, according to Wayne LaPierre.
 17 He came into our office after a meeting that he outlined
 18 for us in great detail with the president of the United
 19 States, down to what they actually ate, which made me
 20 very uncomfortable, to say the least.
 21 And, you know, the bump stock deal became
 22 the tail that wagged the dog. Because a very small
 23 percentage of gun owners, which probably is a larger
 24 percentage of National Rifle Association membership,
 25 that small percentage thought that it was going to be a

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1 slippery slope that you ban a bump stock or you refer
 2 the bump stock to the ATF for regulation and next thing
 3 you know, they're going to take your guns away. And so,
 4 you know, we couldn't have very good budget
 5 conversations until we really understood things like the
 6 political climate that we were heading into and all of
 7 the other issues that we had to try to cover going into
 8 2018.
 9 So my recollection is that the final
 10 budget meeting happened, I want to say the second week
 11 of January. I may have my dates wrong. It may have
 12 been the first week. It may have -- it may have been
 13 the start of the third. But I highly doubt that this
 14 document would have been generated pre that budget
 15 meeting.
 16 Q. Is it fair to say that by 2018 there were
 17 multiple monetization efforts underway for NRATV?
 18 MR. MASON: Objection, foundation, calls
 19 for speculation.
 20 Q. (BY MS. ROGERS) Sure. Well, Mr. McQueen,
 21 we're looking at a document titled, NRATV monetization
 22 next steps action plan and it's dated January 19th,
 23 2018,
 24 Do you see that?
 25 A. I do, yes.

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1 Q. All right. Do you recall there were
2 monetization efforts underway for NRATV by 2018?
3 MR. MASON: Same objections.
4 A. I mean I -- I recall that there are -- there
5 were mechanisms by which monetization occurred of
6 different properties. You know, this is a long history
7 of monetization that were fits and starts, you know.
8 It -- it was always disrupted by other departments in --
9 in the organization, and -- and quite honestly, Wayne
10 LaPierre himself, contradicting direction that he would
11 give us and quite a lot of doublespeak, so to -- so to
12 speak, where we would be asked to work with, say, Gurney
13 Sloan, who I'm sure you -- you know Gurney Sloan --
14 Q. Uh-huh.
15 A. -- and Membership Marketing Partners. And we
16 would then try to work with Gurney Sloan and we would be
17 stonewalled. Or we would need to work with Todd Grable,
18 or more specifically the membership group of the
19 National Rifle Association, and we wouldn't have real
20 alignment. Or we were going to partner with ILA on a
21 specific thing and there wouldn't be a real effort on
22 their part.
23 But, you know, the monetization story for
24 NRATV and associate -- or preexisting properties before
25 NRATV, the brand, in my recollection, goes all the way

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1 back to NRA Life of Duty and the first brand sponsor,
2 which was the Brownells company, as well as things like
3 the phone line upsells and other monetization, you know,
4 plans as well as tactics.
5 And so when you ask what was -- what was
6 in existence, I don't know because I don't know exactly
7 what had been stopped by other departments inside of the
8 organization.
9 Q. (BY MS. ROGERS) Well, let's talk about what
10 AMc was doing.
11 A. Okay.
12 Q. So AMc, I think -- I think you just testified
13 that, going back to Life of Duty, which I understand was
14 2015, that NRATV and its predecessor products always had
15 monetization components; is that fair?
16 A. Ackerman McQueen always wanted NRATV to be
17 maximized -- or monetized to its fullest potential.
18 Q. The NRA told you -- the NRA told you that they
19 wanted to monetize NRATV, right?
20 MR. MASON: Objection, foundation.
21 A. When you say "the NRA," I -- who are you
22 talking about specifically?
23 Q. (BY MS. ROGERS) Well, let's start with Wayne
24 LaPierre. Didn't Wayne LaPierre express repeatedly that
25 he wanted to monetize NRATV?

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1 MR. MASON: Objection, vague and
2 ambiguous, foundation.
3 A. The first -- the first efforts and the first
4 ideas to monetize NRATV came from Ackerman McQueen.
5 Q. (BY MS. ROGERS) When?
6 A. It would have been around that NRA Life of Duty
7 time, to my recollection.
8 Q. So preceding the existence of the NRATV brand?
9 A. Preceding the existence of the NRATV brand.
10 And, you know, the big thing to remember on -- on
11 monetization is that Ackerman McQueen cannot accept
12 credit card information on behalf of the National Rifle
13 Association, we can't open a bank account on behalf of
14 the National Rifle Association. We are not a 501(c)(4).
15 We are not a 501(c)(3). We are not a 501(c)(4) or
16 (c)(3) advisor so, therefore, we cannot have anything to
17 do with the collection of funds, or even in some cases
18 the mechanism for how you collect those funds as a
19 nonprofit advisor for such activities, i.e.,
20 fundraising.
21 And so, you know, for us, we were the
22 communication strategy folks that really made constant
23 attempts, I would say monthly attempts to work very
24 closely and collaborate with an organization that was
25 run like certain fiefdoms, with certain fiefdoms,

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1 individuals, in control of their own individual kind of
2 worlds, and everyone would talk badly about each other.
3 No one would cooperate with each other. And, quite
4 honestly, many of them would say that Wayne, all he
5 wanted to do was manage by chaos.
6 And so, you know, to say that Wayne wanted
7 to monetize, I think that Wayne did want the monetize,
8 but many times he would turn around, as it was told to
9 us, as was our understanding, and say that he didn't
10 want to advance a certain thing on a certain front.
11 Membership Marketing Partners and the interactions with
12 them is a perfect example of this.
13 Q. Okay. You said many of them would say Wayne
14 wanted to manage by chaos. Who is many of them?
15 A. "Management by chaos" would -- would probably
16 be my term to -- to put together the entirety of the
17 criticism. You know, obviously Josh Powell had
18 criticisms of Wayne LaPierre. Kyle Weaver had
19 criticisms of Wayne LaPierre. And again, this is from a
20 management style. Chris Cox had criticisms of Wayne
21 LaPierre. Gurney Sloan had criticisms of Wayne
22 LaPierre.
23 And keep in mind, Gurney Sloan, I was a
24 kid, but I do know that Gurney Sloan at one point worked
25 for Ackerman McQueen. And so this was not something

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1 that was new to NRATV or, even more specifically, NRATV
 2 monetization. This was something that had gone on for,
 3 you know, over three decades of the relationship with
 4 the National Rifle Association.
 5 Q. Did Gurney Sloan tell you that Wayne wanted to
 6 manage by chaos?
 7 A. He did not tell me that specifically.
 8 Q. Did Chris Cox tell you that Wayne wanted to
 9 manage by chaos?
 10 A. Once again, "manage by chaos" is not their
 11 term, so no.
 12 Q. Did Cox tell you, in sum and substance, using
 13 any other language you can recall that Wayne LaPierre
 14 wanted to manage by chaos?
 15 A. Each one of those individuals that I named at
 16 some point was critical of Wayne LaPierre's management
 17 style.
 18 Q. To your knowledge, was AMc ever instructed by
 19 the NRA to cease or suspend monetization efforts for
 20 NRATV?
 21 A. Can you repeat that one more time? Sorry.
 22 Q. Sure. To your knowledge, was AMc ever
 23 instructed by the NRA to cease or suspend monetization
 24 efforts for NRATV?
 25 MR. MASON: Objection, vague and

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1 ambiguous, foundation.
 2 A. Sitting here today, what I can recall or --
 3 search engine marketing terms that we were told to turn
 4 off or to not use anymore because Gurney and the
 5 Membership Marketing folks wanted to use those for their
 6 own efforts. They were highly proprietary, I would say,
 7 they were, Membership Marketing Partners, and they were
 8 highly competitive.
 9 And so many times, anything that we would
 10 do on this front, we could start something and I do
 11 recall multiple instances where Wayne would call
 12 Angus -- I was not on the phone, but Wayne would call
 13 Angus and say, What are you guys doing on this again?
 14 What am I -- why am I hearing from Gurney that you guys
 15 are competing with him? And, you know, the way that it
 16 would be related -- related to Wayne is, Wayne, we're
 17 not competing with anybody. We're doing what you want
 18 us to do and figure out monetization for NRATV.
 19 We were at times, to my knowledge, I think
 20 more involved in some of the office of advancement
 21 activities. Tyler Schropp is another person that I
 22 should probably have named when it came to critical of
 23 Wayne LaPierre of management style, just as an aside.
 24 But the office of advancement would -- I think during
 25 the time of Nicole Capossela, I think that she was much

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1 more interested in having our involvement. But then
 2 when a guy named Chris Sprangers was around, I think
 3 that it kind of ebbed and flowed with how much we were
 4 involved in that kind of thing.
 5 It was never a direct edict to turn off,
 6 but he -- we always thought that our involvement or our
 7 presence in a pitch to a brand was going to help the --
 8 the pitch, even though we weren't the ones soliciting
 9 funds. And -- and so I don't know if that was a
 10 direct -- a directive to turn it off, but there
 11 definitely were conflicting directives that -- that
 12 probably resulted in less than effective monetization.
 13 And I -- I would -- I would most certainly be critical
 14 of the comportment of, you know, the NRA staff from that
 15 standpoint.
 16 Q. (BY MS. ROGERS) You said, I would most
 17 certainly be critical of the comportment of the NRA
 18 staff from that standpoint. What do you mean?
 19 A. Yeah, because it would criticize -- it would
 20 overtly criticize the directives that we were -- when I
 21 say "criticize," it would contradict the directives that
 22 we would receive from Wayne. And in some cases, from
 23 people that were in the room when Wayne would ask us to
 24 do those thing.
 25 Q. Now, let's talk about directives from Wayne.

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1 So you testified that Wayne would call Angus and he
 2 would complain that AMc's monetization efforts for NRATV
 3 were intruding on MMP's territory, is that a fair
 4 summary?
 5 MR. MASON: Objection, misstates his prior
 6 testimony.
 7 A. I don't believe I said complain. And if I said
 8 complain, his -- his complaining or the tone that would
 9 lead you to believe he was complaining was more about
 10 him wondering why we were competing, according to Gurney
 11 Sloan, with his membership efforts --
 12 Q. Would you --
 13 A. Or not membership efforts, I should say, but
 14 fundraising efforts, is maybe the better way to say it.
 15 Q. No, but I think -- I think you testified that
 16 you weren't on the phone during these calls, right?
 17 A. Right. And I -- I have to be clear, this is --
 18 this is my personal knowledge as it was related to me by
 19 Angus McQueen.
 20 Q. So the reason -- your -- the basis for your
 21 testimony that Wayne made these call is that you heard
 22 it secondhand from Angus?
 23 A. Well, it's not -- that's not just the basis.
 24 The basis is that that the directives had -- had the
 25 effect. And Angus -- Angus wasn't ever someone that was

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1 going to sit around and say turn something on and then
 2 turn something off without talking to Wayne. And --
 3 and, you know, there were multiple times where I would
 4 be sitting in his office or Bill Winkler would be
 5 sitting in his office and Wayne would call him on --
 6 you know, on either his cell phone or his office phone
 7 so we would see the calls in. I would just have one
 8 side of the conversation. He didn't put those on
 9 speakerphone.
 10 Q. Right. So you witnessed Angus receive
 11 telephone calls from Wayne, but you did not witness
 12 Wayne tell Angus that AMc's monetization efforts were
 13 competing with MMP, right?
 14 A. I did not witness him telling that to Angus.
 15 But when we would have follow-up presentations with
 16 Wayne, that subject would most certainly come up. And
 17 we were extremely frustrated at the lack of cooperation
 18 that Gurney Sloan would -- would give. We were
 19 frustrated with the lack of cooperation that David
 20 McKenzie gave.
 21 David McKenzie ostensibly was being paid
 22 to create a bunch of television shows called "Crime
 23 Strike," which never materialized, but Wayne kept
 24 looking at us saying that he was going to get David
 25 McKenzie to turn over Crime Strike television shows to

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1 be uploaded to the NRATV platform. It wasn't just Crime
 2 Strike. It was also the town halls that was conducted
 3 out in LA with a bunch of, I think, actors in the
 4 audience. And then the debates. I think Wayne went and
 5 debated the head of PIA in London at one point, if I
 6 remember correctly. And so those were all David
 7 McKenzie productions.
 8 The reason why I'm bringing all this up
 9 is -- is that in order for -- for anyone's desire,
 10 whoever the origin of the monetization desire for NRATV,
 11 or -- or even the content vision of NRATV, in order for
 12 it to be most effective, we were going to have to work
 13 together as a team with the NRA and Ackerman McQueen.
 14 And -- and that's something that never fully -- was
 15 never fully realized.
 16 Q. All right. So let's -- let's look back at -- I
 17 believe this is Exhibit 7. And let's look at the four
 18 bullet points at the top of the first page, and there's
 19 a list of ways that AMc is going to increase revenue for
 20 the NRA by leveraging NRATV.
 21 Do you see that?
 22 A. I do, yes.
 23 Q. Okay. One of them is increase NRA donations,
 24 right?
 25 A. Yes.

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1 Q. Did Wayne LaPierre ever tell you directly,
 2 either over the phone or in a meeting, to cease efforts
 3 to increase NRA donations by leveraging NRATV?
 4 A. So this would have been a directive out of that
 5 budget meeting that I referenced earlier.
 6 Q. The budget meeting in the wake of the Vegas
 7 shooting, right?
 8 A. Well, no. The budget meeting at the beginning
 9 of the year. It was in the wake in that it was after,
 10 but it was the beginning of 2018. And so this was a new
 11 plan that was generated, to my knowledge. Now, I don't
 12 recognize this document, but I do understand and recall
 13 what was discussed in that budget meeting. And so this
 14 seems to align with what we had discussed doing.
 15 Q. So to be clear, this was a budget meeting you
 16 had with Wayne LaPierre, right?
 17 A. Correct.
 18 Q. And the objectives in this document seem to
 19 align with what came out of that budget meeting, right?
 20 A. Yes, because this was -- like I said, this was
 21 a very, you know, important budget meeting from the
 22 standpoint of we need to understand the direction of
 23 this organization from the -- you know, what role is
 24 Josh Powell going to be playing. He's telling us that,
 25 you know, in many ways you don't have the authority, he

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1 does. Lots of contradicting statements there. And we
 2 also said -- you know, because Josh -- Josh was highly
 3 critical of NRATV, which Wayne wasn't.
 4 Josh, you know, came in and had a lot of,
 5 you know, commentary about how NRA wasn't measuring up.
 6 And we said, Well, we think we need to finally monetize
 7 it to its fullest potential. Many of these things we
 8 had been trying to do or trying to get traction doing in
 9 the years prior. And so these --
 10 Q. So this --
 11 A. Sorry.
 12 Q. Sorry. I'm just -- I'm trying to use our time
 13 efficiently so I'm going to try to ask for crisp
 14 yes-or-no questions to help focus the responses a little
 15 bit.
 16 So at any time during 2018, did Wayne
 17 LaPierre tell you to cease or suspend your efforts to
 18 increase NRA donations by leveraging NRATV?
 19 A. Yes. That would have happened in 2018.
 20 Q. When?
 21 A. Well, the first time would have been in the
 22 wake of another mass shooting, which you may or may not
 23 remember, which would have been February 14th, 2018, and
 24 that was the Parkland shooting. And what's interesting
 25 is that for a period of time post Parkland, we actually

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1 were still implementing parts of the strategy and I
 2 believe the number sits -- this is my recollection
 3 sitting here right now -- at right around half a million
 4 dollars that was actually generated through NRATV and
 5 NRATV associated content in the wake of the Parkland
 6 shooting.
 7 Q. So after Parkland -- so after Parkland, Wayne
 8 instructed AMc to stop trying to raise donations via
 9 NRATV?
 10 A. Yeah. And it would have been through
 11 conversations that we had with, you know, varying people
 12 that were involved in doing that, you know. To -- to my
 13 knowledge, I don't remember a call where Wayne said to
 14 me -- in fact, there wasn't a call where Wayne said to
 15 me, stop increasing NRA donations. And some of the
 16 stuff, you know, there continued to be a donate button
 17 on NRATV.
 18 But -- but it didn't just work that way.
 19 You know, you have to a -- you have to put more of an
 20 effort out there than just, you know, putting a button
 21 on a website. And so, you know, a lot of the strategy
 22 changed after Parkland, and a lot of the strategy
 23 changed when I started hearing about, you know, Wayne --
 24 Wayne was getting extraordinarily nervous about floors
 25 of forensic accountants in New York City, they were

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1 going to destroy his life and everyone's else that was
 2 connected with the NRA.
 3 Come March and April, I started hearing
 4 much more about Russia. And the priorities for the
 5 National Rifle Association were starting greatly shift
 6 away from NRATV monetization, as we had talked about at
 7 the beginning of 2018, at least from my perspective.
 8 Q. Wayne didn't tell you in writing or by phone or
 9 by e-mail to take the donate page off of NRATV, right?
 10 A. When you say "take the donate page" --
 11 Q. I'm sorry, the donate button. So you said --
 12 you testified there's still a donate button. You did
 13 not receive any written or verbal direction from Wayne
 14 LaPierre to remove the donate button, right?
 15 A. I'm fairly confident that the donate button
 16 stayed on NRATV until it ceased to exist in 2019.
 17 That's -- that's my recollection.
 18 Q. Did you receive any other verbal or written
 19 direction from Wayne LaPierre that you can cite that
 20 instructed AMc to stop trying to solicit donations via
 21 NRATV?
 22 MR. MASON: Objection, vague and
 23 ambiguous, foundation.
 24 Go ahead.
 25 A. Yeah, I'm not -- I'm not sure I understand.

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1 Did I receive any verbal from --
 2 Q. (BY MS. ROGERS) Well, I'll ask them -- I'll
 3 ask them as separate questions.
 4 So we know we have a contract that says
 5 you can only act on written direction from Wayne
 6 LaPierre or his designee. And you testified that Wayne
 7 LaPierre told NRA multiple times throughout 2018 to
 8 cease or suspend monetization efforts from -- for NRATV.
 9 So the next series of questions I'm going to ask are
 10 designed to narrow down what those instructions were and
 11 in what form they were issued.
 12 So did -- do you recall any written
 13 direction from Wayne LaPierre during 2018 that AMc
 14 should cease or suspend efforts to increase NRA
 15 donations by leveraging NRATV?
 16 A. Well, there were different -- there were
 17 different instances of where aspects of this were --
 18 were not part of the -- the strategy anymore for NRA
 19 communication. And so that explicit cease -- cease
 20 soliciting donations, I can't recall something that
 21 explicit. But when Wayne wants to do other things with
 22 communication and, you know, we have to pivot, I don't
 23 know if, you know -- I don't know if that's what you're
 24 referring to, but that would be my understanding of why
 25 things started to shift.

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1 And I'm not even positive, sitting here
 2 today, what actually ceased and what continued. Did
 3 we -- did we continue to buy certain search terms or did
 4 we put specific videos and make specific videos to try
 5 to solicit donations? I just know that the cooperation
 6 of -- with the -- with the building, as we referred to
 7 it, so the cooperation with the departments inside of
 8 the organization, that started to -- that started to
 9 cease post Parkland. Exactly when, I don't remember.
 10 Q. You said the cooperation within the building
 11 started to cease post Parkland. What kind of
 12 cooperation?
 13 A. The cooperation and collaboration between our
 14 organization and those departments, which didn't really
 15 surprise us because that was how it had gone --
 16 that's -- that's how it had always gone, like that -- it
 17 was -- it was always a fleeting attempt to actually
 18 cooperate and collaborate. Not that, again, we were in
 19 any way, shape or form in charge of membership or in
 20 charge of donation, but we were being asked to monetize
 21 something using mechanisms that we didn't control.
 22 Q. All right. So we're looking at the four bullet
 23 points under, Increased revenue for NRATV, and we talked
 24 about the first, which is NRA donations. Second bullet
 25 point says, Increase NRA membership enrollments.

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1 Do you see that?

2 A. I do, yes.

3 Q. Was there any -- do you recall any written

4 direction from Wayne LaPierre in 2018 or thereafter that

5 caused AMc to cease its efforts to increase NRA

6 membership enrollment by leveraging NRATV?

7 A. No, I don't recall any written communication,

8 but Wayne never put anything in writing.

9 Q. All right. The third bullet point, Increase

10 sponsorship and advertising revenues. We'll take these

11 one at a time.

12 Do you recall any written communication

13 from Wayne LaPierre in 2018 or thereafter that caused

14 AMc to cease its efforts to increase sponsorship by

15 leveraging NRATV?

16 A. I don't recall any written communication

17 because Wayne never put anything in writing.

18 Q. Right. Do you recall any written communication

19 from Wayne LaPierre in 2018 or thereafter that caused

20 AMc to cease its efforts to increase advertising

21 revenues by leveraging NRATV?

22 A. The second -- so you're still on the third

23 bullet point?

24 Q. Yeah, the second half of it.

25 A. Oh, okay. Yeah, no written communication

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1 because Wayne didn't put anything in writing.

2 Q. And we talk about advertising revenues. One

3 component of that would be sponsorship revenue, right?

4 MR. MASON: Objection, foundation.

5 A. Well, they're -- they're separated for a

6 reason.

7 Q. (BY MS. ROGERS) (Inaudible.)

8 A. Yes, it is.

9 Q. So what -- apart from sponsorship, what other

10 advertising revenues would you be thinking about?

11 MR. MASON: Objection, foundation, calls

12 for speculation. It's also --

13 Q. (BY MS. ROGERS) To your understanding --

14 MR. MASON: -- misleading to the -- go

15 ahead.

16 Q. (BY MS. ROGERS) To your understanding, what

17 advertising revenues would be targeted via NRATV other

18 than sponsorship?

19 A. It may be addressed in the document, I would

20 have to go back through, but the two do have different

21 definitions. So a sponsorship would be, you know, a

22 brand, or I guess an individual, but an entity of some

23 kind that wanted to sponsor a property versus

24 advertising would be something that was a message that

25 was -- would be contained within.

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1 So a perfect example of -- of advertising

2 that -- you know, versus sponsorship is that if -- if

3 Cam & Co was at one point sponsored by Nosler, I

4 believe, if I'm remembering that correctly, then

5 advertising would be a paid message within Cam & Co.

6 That may or may not be a Nosler message, but could be

7 something from another brand.

8 Q. And the last bullet point here says, Create new

9 revenue models. Do you see that?

10 A. I do, yes.

11 Q. Do you recall any written communication from

12 Wayne LaPierre in 2018 or thereafter that caused AMc to

13 cease its efforts to create new revenue models to

14 leverage NRATV?

15 A. I do not recall anything written because Wayne

16 didn't put anything in writing.

17 Q. Now, I asked you if you'd received written

18 communication from Wayne LaPierre on any of those four

19 bullet points. What about a written communication from

20 his designee?

21 A. At that point, I don't believe that there was a

22 written explicit designee beyond Woody Phillips. And in

23 that case, no.

24 Q. All right. I am going to ask my colleague to

25 put up Tab C, which we're going to mark as Exhibit 8.

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1 (Exhibit No. 8 was marked.)

2 A. Oh, there it is. Sorry.

3 Q. (BY MS. ROGERS) All right. We've marked as

4 Exhibit 8 a letter and accompanying PowerPoint

5 presentation bearing Bates label AMcTX 00003309.

6 Mr. McQueen, do you recognize this

7 document?

8 A. I do.

9 Q. Okay. What is this document?

10 A. It's a document from Melanie Montgomery to

11 Andrew Arulanadam about NRATV analytics.

12 Q. All right. I'm going to direct you to the --

13 well, first of all, did you help Ms. Montgomery draft

14 this letter?

15 A. I don't recall if I helped her draft it, I'm --

16 in terms of the actual words on the page. I -- I'm sure

17 that I collaborated with her on this, that -- that is --

18 I'm almost positive I did, yes.

19 Q. All right. I'm going to direct you to the

20 third numbered item in Ms. Montgomery's letter that

21 says, quote, The National Rifle Association could

22 conceivably stop the live stream component of NRATV

23 without significantly affecting the network's viewership

24 performance.

25 Do you see that?

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1 A. I do, yeah.

2 Q. You recall any prior instance in which AMc

3 disclosed to the NRA that the live stream component of

4 NRATV was not attracting significant viewership?

5 A. Yes.

6 MR. MASON: Objection, foundation.

7 THE WITNESS: I apologize.

8 MR. MASON: Go ahead.

9 A. Every single analytics meeting that we had was

10 Wayne LaPierre.

11 Q. (BY MS. ROGERS) And I'd like to turn to, let's

12 see here, Page 13 of this PDF, which should be a slide

13 titled, Additional Network Information. Let me know

14 when you're there.

15 A. Additional Network Information, I'm there.

16 Q. Who -- do you know who put this slide together?

17 A. I don't. I don't.

18 Q. But this resembles other -- other NRATV metrics

19 slides that were presented to Wayne LaPierre from time

20 to time, is that fair to say?

21 MR. MASON: Objection, foundation, calls

22 for speculation.

23 A. Yeah, I'm not sure when you say "resembles,"

24 what -- what do you mean, resembles?

25 Q. (BY MS. ROGERS) Well, AMc presented similar

Page 186

1 metrics to Wayne LaPierre at a series of meetings over

2 the course of 2017 and 2018, right?

3 MR. MASON: Objection, vague and

4 ambiguous.

5 A. I mean, we -- we had analytics presentations

6 with Wayne LaPierre in those time periods, yes.

7 Q. (BY MS. ROGERS) And did those presentations

8 typically disclose to Mr. LaPierre the number of live

9 streaming sessions?

10 MR. MASON: Objection, foundation, calls

11 for speculation.

12 A. Had multiple discussions about the live stream

13 and the reason for its existence as well as the

14 audience.

15 Q. (BY MS. ROGERS) And did those presentations

16 typically disclose to Wayne LaPierre the number of

17 unique visitors as tabulated on the slide?

18 MR. MASON: Foundation.

19 A. I'm confident that they were included in the

20 PIP dashboard.

21 Q. (BY MS. ROGERS) And we'll talk in a little bit

22 about the PIP dashboard.

23 A. Okay.

24 Q. All right. So see where it says, Live

25 streaming sessions year to date and then there's the

Page 187

1 number 98,320?

2 A. I do, yeah.

3 Q. What does that mean?

4 MR. MASON: Objection, foundation.

5 A. When you say "what does that mean," it -- it

6 says, Live streaming sessions of greater than 30

7 seconds.

8 Q. (BY MS. ROGERS) And that's over a period of

9 four months, right?

10 MR. MASON: Objection, the document speaks

11 for itself.

12 A. The dates on this are 1-1-19 to 5-1-19.

13 Q. (BY MS. ROGERS) And that's not unique views,

14 is it?

15 MR. MASON: Objection, foundation.

16 A. You say "unique views" --

17 Q. (BY MS. ROGERS) In other words, so if I live

18 streamed the same content three or four times, would I

19 be counted once? Or would I be counted three or four

20 times as part of that 98,320?

21 A. I don't know the --

22 MR. MASON: Objection, foundation, calls

23 for speculation. It's also a hypothetical.

24 A. I don't know the answer to that question.

25 Q. (BY MS. ROGERS) Are you familiar with the term

Page 188

1 "unique view"?

2 A. I'm familiar with the term "unique visitor."

3 Q. So if the same visitor streams the same content

4 multiple times, did AMc have any mechanism to

5 distinguish these views from views by distinct users?

6 MR. MASON: Objection, foundation, calls

7 for speculation. It's also vague and ambiguous.

8 A. At this -- I'm not -- I'm not sure what you're

9 really saying because it sounds -- if someone -- if the

10 same visitor streamed the content multiple times, would

11 it be tabulated as multiple views, is that what you're

12 asking?

13 Q. (BY MS. ROGERS) That is the question, yes.

14 A. Okay. I don't know the mechanism for how this

15 was trapped to -- or correlated to unique visitor versus

16 total visits.

17 Q. Setting aside this particular PowerPoint

18 presentation, do you have an understanding of how AMc

19 generally tracked unique visitors versus total visits as

20 part of its NRATV analytics effort?

21 A. Yes. It was all -- it was all fed through

22 Google Analytics -- came from Google Analytics.

23 Q. Any other sources of that data? Or just Google

24 Analytics?

25 A. For unique visitors?

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1 Q. Yes.

2 A. That would only be Google Analytics because

3 unique visitors only applies to the owned media website.

4 Q. And what about this number of live streaming

5 sessions that we see is about 98,000, did that number

6 come from Google Analytics?

7 MR. MASON: Objection, foundation.

8 A. I would assume it came from Google Analytics.

9 I -- is that -- I can't read the site. It's so -- it's

10 so blurry. There's something --

11 Q. (BY MS. ROGERS) It says -- it just says, Live

12 streaming sessions are greater than 30 seconds.

13 A. No, it says something about OTT there in the

14 bottom left. I -- sometimes these have sources,

15 sometimes they don't.

16 Q. So there's under -- on unique visitors, there's

17 an asterisk and the asterisk footnoted under 22 percent

18 says, Does not include OTT.

19 A. Okay. Well, then I -- I would -- I would think

20 that most of this would come from Google Analytics, but

21 I don't -- I don't actually know that for sure so I

22 don't want to speculate.

23 Q. Let's turn to Page 125 of the PDF. And this is

24 a slide titled, NRATV monetization. Let me know when

25 you're there.

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1 A. Okay.

2 Q. All right. And if I look at the right-hand

3 side of that side, there's a revenue of \$147,718.92.

4 Do you see that?

5 A. I do.

6 Q. All right. So would it be accurate to say that

7 the NRA was spending upwards of \$20 million a year on

8 NRATV and had made about \$150,000 in revenue year to

9 date in 2019?

10 MR. MASON: Objection, assumes facts not

11 in evidence, lack of foundation, calls for speculation.

12 It's vague, ambiguous and misleading.

13 Q. (BY MS. ROGERS) You can answer.

14 A. Yeah, I mean I just -- I don't -- I don't

15 understand the premise of that question. I don't know

16 at this point who was sponsoring the network and I am

17 not positive what strategy -- monetization strategy was

18 being implemented.

19 I can tell you that according to this

20 street for whatever it's tracking, which I cannot read,

21 it's -- it's effort key tracking, which means it's an

22 effort key -- it's basically a -- an NRA effort key that

23 is yielding this number. I can tell you what this sheet

24 says, but I don't -- I don't -- I'm not going to

25 correlate it to their budget.

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1 Q. Are you aware of any revenue sources that would

2 have been excluded from this calculation, for example,

3 sponsorship or upsells?

4 A. Again, I --

5 MR. MASON: Objection, foundation, calls

6 for speculation.

7 A. And again, I can't even read this document. I

8 can't read the -- I can't read the paragraphs that it --

9 that is on there and I also can't read the graphs -- or

10 the -- there's a pie chart on here and there's a key,

11 and I can't read the words on the key.

12 Q. (BY MS. ROGERS) All right. Well, let me make

13 sure you have a high quality copy of the document. I

14 have -- maybe -- maybe next break we take, I'll e-mail

15 you my PDF. It seem as little bit better than the one

16 you have. So we can come back to this document later

17 because I want you to be able to look at an accurate

18 image of it.

19 All right. So this was Exhibit 8. I'm

20 going to ask my colleague to put up Tab 99, and this is

21 going to be Exhibit 9.

22 MR. MASON: And, Ms. Rogers, if you want

23 to e-mail it to us, I can try and have it -- a color

24 copy printed out as well.

25 MS. ROGERS: Yeah, mine is also black and

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1 white, I'm just able to zoom in in the PDF and I have a

2 little bit better of a time with it. But I will e-mail

3 it to you right now.

4 A. Is there another document I'm supposed to be

5 reading?

6 MR. MASON: Yeah, there's another one.

7 THE WITNESS: Sorry. Okay.

8 MR. MASON: That one should be clear,

9 though.

10 THE WITNESS: But this is not -- okay.

11 This is a different -- we're on a different subject

12 here.

13 (Exhibit No. 9 was marked.)

14 Q. (BY MS. ROGERS) Yeah. So this is a document

15 bearing Bates labeled AMc 002655 titled -- and it's a

16 summary of NRATV metrics.

17 Are you familiar with this document?

18 A. Yes, ma'am.

19 Q. All right. From time to time, AMc would

20 deliver presentations to the NRA summarizing the

21 performance of NRATV, right?

22 MR. MASON: Objection, vague and

23 ambiguous, foundation.

24 A. Yeah, can you -- can you please clarify what

25 you're asking?

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1 Q. (BY MS. ROGERS) Sure. Did AMc provide NRATV
2 performance metrics to the NRA on a fixed recurring
3 schedule? Or on an ad hoc basis?
4 A. I would say it was more ad hoc upon -- upon
5 request or in alignment with other meetings that we were
6 having with Wayne LaPierre.
7 Q. And AMc would withhold viewership metrics from
8 the NRA if Wayne hadn't seen them yet, right?
9 MR. MASON: Objection, vague and
10 ambiguous, foundation, misleading.
11 A. What do you -- what do you mean, withhold?
12 Q. (BY MS. ROGERS) So I'll represent to you that
13 Melanie Montgomery testified that NRA employees like
14 Todd Grable would seek viewership metric from time to
15 time and that she thought AMc was forbidden to provide
16 them unless Wayne LaPierre had seen them first. Is
17 that -- does that comport with your recollection?
18 MR. MASON: Objection, misstates prior
19 testimony, foundation.
20 A. Yeah, I -- I'm not sure about withhold in terms
21 of, you know, not giving information. We were very
22 cautious, you know, again about -- you know, we talked
23 earlier about confidential information, and Wayne was
24 terrified of leaks coming out of that building. It's my
25 understanding the genesis of a lot of his expenses and

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1 the reason that he wanted some of them to go through
2 Ackerman McQueen were for confidential reasons. The
3 same thing goes for analytics on NRATV or scripts that
4 he has -- speeches that he wants -- that he's giving at
5 an annual meeting. Wayne LaPierre, with us, was an
6 extraordinarily nervous and secretive individual. So
7 we --
8 Q. (BY MS. ROGERS) Explain --
9 A. -- we were very cautious to give any type of
10 presentation that Wayne had not seen yet.
11 Q. Did Wayne ever express to you that he was
12 afraid that Todd Grable would leak NRA analytics outside
13 the building?
14 A. He never expressed anything specific to me
15 about Todd Grable, no. No. No, not at all.
16 Q. Did he ever -- did he ever express to you that
17 he was afraid that Chris Sprangers would leak NRATV
18 analytics outside the building?
19 A. He never expressed to me that he -- that Chris
20 Sprangers would -- with leaks, no, ma'am.
21 Q. Did he ever express to you concerns that any
22 NRA employee would leak NRATV analytics outside the
23 building?
24 A. You know, he -- he never expressly -- he -- he
25 had -- he had limited trust for certain individuals, at

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1 least how he expressed it to us. For instance, when
2 Josh Powell left the entire NRA budget document in an
3 airport, that was an example of Wayne expressing
4 broad-based distrust in Josh Powell's ability to handle
5 confidential information. And that would have happened
6 in person. And, you know, it -- again, none of this
7 would have been in writing.
8 Q. Right. But did Wayne LaPierre ever express
9 concern to you that any NRA employee would leak NRATV
10 viewership analytics?
11 MR. MASON: Objection, asked and answered.
12 A. Yeah, I -- I think I basically answered that.
13 Q. (BY MS. ROGERS) So he didn't, right?
14 MR. MASON: Objection, asked and answered.
15 A. I believe I answered it.
16 Q. (BY MS. ROGERS) It's a yes-or-no question, so
17 I just want an yes-or-no-answer so the transcript is
18 crisp.
19 So can you recall any instance where Wayne
20 LaPierre expressed concern to you about any NRA employee
21 leaking NRATV analytics?
22 MR. MASON: It's been asked and answered.
23 And it also doesn't have to be a yes-or-no answer.
24 MS. ROGERS: Well, if -- it's
25 nonresponsive if it's not.

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1 Q. (BY MS. ROGERS) So do you have a -- are you
2 able to answer that yes or no?
3 MR. MASON: Same objections.
4 A. Not that I can recall on that specific -- that
5 specific example, but I gave you the larger basis for
6 confidential information.
7 Q. (BY MS. ROGERS) Sure. Okay. Let's look at
8 this document. So what is a view?
9 MR. MASON: Objection, foundation.
10 A. Can you ask that one more time?
11 Q. (BY MS. ROGERS) Sure. So we have a document
12 in front of us produced by AMc with an AMc Bates label.
13 It's a notes page for a PowerPoint presentation
14 containing NRATV analytics and definitions of views; is
15 that correct?
16 A. Yeah, well, it doesn't have a definition that I
17 can see of views. It has an engaged view definition and
18 a completed view definition.
19 Q. Right, so -- well, that's my question. So what
20 is a view?
21 MR. MASON: Objection, foundation, vague
22 and ambiguous.
23 A. Yeah, I mean I'm sorry, like a view in terms of
24 like what -- what is a view?
25 Q. (BY MS. ROGERS) Sure. So we -- we looked a

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1 moment ago at another PowerPoint slide that counted
 2 number of views, not just engaged views, and here we see
 3 different definitions of engaged views. Like if a
 4 Facebook organic user views something for 30 seconds,
 5 that's an engaged view, right?
 6 A. Right.
 7 MR. MASON: Objection, the document speaks
 8 for itself.
 9 Q. (BY MS. ROGERS) But I've also seen metrics
 10 that just say "view," not engaged view. So what is a
 11 view?
 12 MR. MASON: Objection, vague and
 13 ambiguous, foundation.
 14 A. Can you show me where the word "view" by itself
 15 is just used? Because I believe what we were looking at
 16 previously were live views.
 17 Q. (BY MS. ROGERS) Right. So was it not
 18 Ackerman's practice to count views irrespective of
 19 whether they were live or engaged?
 20 MR. MASON: Objection, assumes facts not
 21 in evidence, vague and ambiguous, and misleading,
 22 foundation.
 23 A. Yeah, I'm not sure I can answer that question
 24 about our practice without an exhibit that would speak
 25 to what you're talking about. I know that we counted

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1 total views.
 2 Q. When you counted total views, how did you
 3 define view?
 4 MR. MASON: Objection, foundation.
 5 A. How did we define view? What are you -- what
 6 are you referencing?
 7 Q. (BY MS. ROGERS) Okay. So like if a user loads
 8 a video for even one second and then clicks away, is
 9 that a view?
 10 MR. MASON: Objection, vague, ambiguous,
 11 misleading, foundation.
 12 A. It's my understanding that total views, if
 13 we're talking about total views, even though that's not
 14 up there currently, but the total views was just a
 15 collection of all the data that the different platforms
 16 calculated as a view.
 17 Q. (BY MS. ROGERS) So the definition of view
 18 would depend upon which platform the data came from?
 19 A. You know, I don't know if they use the term
 20 "view," but my understanding is -- and I mean, I believe
 21 you can seal the different platforms here which would
 22 signal all the different places where we would pull data
 23 from.
 24 Q. Uh-huh.
 25 A. That all of those -- all of those platforms

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1 distribute a kind of total view, what -- what I refer to
 2 as vanity metric. And that's -- that's something that
 3 we never -- I mean you've seen our analytics
 4 presentations. You know, we were the ones who
 5 introduced much more granular understanding of engaged
 6 and completed.
 7 Q. So do I understand correctly from this slide
 8 that AMc, with respect to Facebook engaged views,
 9 required the user to -- Facebook organic users to watch
 10 for at least 30 seconds?
 11 MR. MASON: Objection, foundation, the
 12 document speaks for itself.
 13 A. Yes, for Facebook organic, it would be for 30
 14 seconds.
 15 Q. (BY MS. ROGERS) So if a Facebook organic user
 16 watched for only 10 seconds, would AMc count that as an
 17 engaged view?
 18 MR. MASON: Objection, foundation.
 19 A. It doesn't appear, according to this document,
 20 that we would.
 21 Q. (BY MS. ROGERS) And did you ever express
 22 concerns that the viewership numbers quoted to the NRA
 23 by AMc were deceptive?
 24 A. I completely disagree with the premises of that
 25 question. No offense, I'm just -- deceptive --

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1 Q. Well, did you -- did you ever express concern
 2 that AMc's metrics for engaged views reflected a lower
 3 standard of engagement than what AMc communicated to the
 4 NRA?
 5 A. Are you asking if -- if we had a standard that
 6 we didn't -- a lower standard than we communicated to
 7 the NRA.
 8 Q. I'm asking if that was ever a concern that you
 9 developed or expressed. Did you ever say to anybody
 10 within Ackerman, Wait a minute, we're telling the NRA
 11 that an engaged views is 30 seconds and we're counting
 12 engaged views at only 10 seconds, for example? Is that
 13 a concern that you ever expressed?
 14 A. But I just -- I just said that we weren't.
 15 If -- if we were counting engaged views at 30 seconds
 16 and you just said 10 seconds, that would not be counted
 17 as an engaged view according to this document.
 18 Q. Right. And even outside the perimeters of this
 19 document, is that -- did you ever express concern within
 20 AMc that AMc's metrics for engaged views reflected a
 21 lower standard of engagement than what AMc had
 22 communicated to the NRA?
 23 A. A lower standard for engagement than what we
 24 communicated to the NRA, that would mean that what this
 25 document that I'm looking at right now which sums up

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1 what I believe was communicated to the NRA as to the
 2 standards for engagement and completed, what you're
 3 asking is that did I ever express concern that we were
 4 actually putting numbers into engagement that did not
 5 match this document?
 6 Q. Sure. Let's go with that. Yeah, did you ever
 7 express concern that AMc was putting numbers into
 8 engagement that did not match this document?
 9 A. I would have no -- I would have no basis to
 10 assume that.
 11 Q. Well --
 12 A. This document -- this document seems to have
 13 been the -- the standard at least for this presentation.
 14 Is this -- is this -- this is a Notes document. Is
 15 this -- is this part of a larger presentation,
 16 Ms. Rogers?
 17 Q. This is from 2018, and there's -- there's notes
 18 on it, but I think this was produced as its own
 19 document, is my understanding.
 20 A. So we produced a document that just says, Notes
 21 for NRATV?
 22 Q. My understanding is that this does not have --
 23 we'll check on it, but I think this is a stand-alone
 24 document without a larger document family. But I will
 25 confirm that.

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1 A. That would be very odd, in my -- in my
 2 recollection. I don't recall us ever producing a
 3 document that just says "Notes." But -- and I'm not
 4 trying to debate that other than to say that I can't
 5 really speak to what you're -- what you're trying to ask
 6 without understanding what this applied to. And also, I
 7 never expressed any concern of deception because if --
 8 whatever this applied to, whatever this -- these are
 9 notes for something, then I would -- I would have to --
 10 I would have been able to see what was presented to ever
 11 even make a comment as to whether I thought they were
 12 deceptive.
 13 Q. Sure. So but you -- but even setting aside
 14 this exhibit, sitting here today, you cannot recall any
 15 instances where you expressed concern that AMc's
 16 viewership methods were deceptive?
 17 A. No.
 18 Q. Okay. AMc's viewership metrics were generated
 19 from statistics aggregated across multiple platforms,
 20 right?
 21 MR. MASON: Objection, foundation.
 22 Q. (BY MS. ROGERS) Is that a clear question? Or
 23 should I break it down?
 24 A. I would -- I would appreciate a little bit of a
 25 breakdown on that.

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1 Q. Okay. So, for example, when AMc presented
 2 engaged views metrics to the NRA, you would be adding up
 3 the views from Facebook, views from Twitter, views from
 4 YouTube and views from Instagram, potentially among
 5 other platforms, right?
 6 MR. MASON: Objection, foundation.
 7 A. That is my understanding, that we would add it
 8 up. I don't think it was -- you know, as to how that
 9 was added up, you know, I know for sure that we pulled
 10 these numbers from the platforms. They were being fed
 11 in from the platforms. As to how the process to
 12 aggregate happened, I -- I -- I believe that it was a --
 13 it was an addition -- a practice of addition to get to
 14 that total number, not to total views, but the engaged
 15 number, completed number.
 16 Q. (BY MS. ROGERS) Do you know if AMc took any
 17 steps to ensure that views were being counted in a
 18 consistent manner across all platforms?
 19 A. Well, please define "consistent across all
 20 platforms."
 21 Q. Sure. So if Facebook and Instagram count views
 22 differently than when AMc did that additive process you
 23 described, are you aware of any adjustment that was made
 24 to ensure that the units being added together were
 25 consistent?

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1 MR. MASON: Objection, vague and
 2 ambiguous.
 3 A. And I'm sorry, I just don't understand -- I
 4 don't understand the question.
 5 Q. (BY MS. ROGERS) Okay. That's fine. We have
 6 a -- we do have a longer version of this exhibit that
 7 we're going to put up right now, and I guess this will
 8 probably be Exhibit 10.
 9 A. Okay.
 10 MR. MASON: We're not seeing it yet,
 11 Ms. Rogers, just FYI.
 12 MS. ROGERS: All right. Todd, Thomas, you
 13 guys having any issues putting this up?
 14 MR. SEIDLER: This should just take a
 15 moment.
 16 A. Oh, there it is.
 17 Q. (BY MS. ROGERS) All right. Great. So this is
 18 a longer PowerPoint presentation containing the slide
 19 that was also produced as Exhibit 9 and we're going to
 20 mark this as Exhibit 10.
 21 (Exhibit No. 10 was marked.)
 22 Q. (BY MS. ROGERS) It is an NRATV analytics
 23 presentation with the first page Bates labeled
 24 AMc 0026640. Are you familiar with this document,
 25 Mr. McQueen?

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1 A. I'm familiar with these types of documents. I
 2 can't say for sure on this one, specifically.
 3 Q. Now, on the first page, we see a metric for
 4 total views and that's 3.35 million, approximately.
 5 Do you see that?
 6 A. That's correct, yes.
 7 Q. Is that the sort of vanity metric you were
 8 describing before?
 9 A. Yeah. When -- when we first started, you know,
 10 really talking to -- to Wayne LaPierre and -- and the
 11 rest of the team about the heightened analytics practice
 12 that -- he wanted more insight. We wanted more insight.
 13 You know, from that, the PIP work was done. You know,
 14 we were -- we were always very adamant -- because we
 15 think that our -- our -- our industry is dominated by
 16 vanity metrics in many ways, and we think that he was
 17 being told a lot of things having to do with vanity
 18 metrics.
 19 I think that the entire publishing group
 20 at the NRA sells on vanity metrics, because you can't
 21 track things like engagement or completions with an
 22 article, let alone an advertising -- advertisement in a
 23 print piece. And we would always say that we need to
 24 get to a further level of granularity in order to really
 25 understand just that, engagement. Engagement and even

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1 completions.
 2 The same -- you know, we would always talk
 3 to him about people that were engaged at one of his
 4 speeches, for instance. You know, it's enough to say
 5 you bought a ticket and be counted as member of the
 6 audience, and it's really not enough to say that you
 7 were sitting in the room. You have to actually be
 8 engaged with what he's saying and you have to stay in
 9 the room the whole time if you want to be counted as a
 10 complete audience member for a speech.
 11 Well, that resonated with him. And
 12 that's -- that's why we -- we always talked about
 13 content from an engagement standpoint, from a completion
 14 standpoint.
 15 MS. ROGERS: Right. I'm going to ask my
 16 colleague to put up Tab 64, and this is going to be
 17 Exhibit 11.
 18 (Exhibit No. 11 was marked.)
 19 Q. (BY MS. ROGERS) Do you recognize this
 20 document?
 21 A. I do not.
 22 Q. So Exhibit 11 is a contract between AMc and
 23 Performance Improvement Partners, PIP, bearing Bates
 24 label PIP 00003755.
 25 Mr. McQueen, you referenced the PIP

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1 dashboard before. Do you recall that?
 2 A. Yes, I do.
 3 Q. What was the PIP dashboard?
 4 A. Would you -- can I read this first?
 5 Q. Sure, sure.
 6 A. Thank you.
 7 Q. Let me know when you're ready.
 8 A. Okay. Okay.
 9 Q. All right. What was the PIP dashboard?
 10 A. The PIP dashboard was a -- a tool that I
 11 believe was -- was built on the Qlik system. I think
 12 I'm saying that right.
 13 Q. Qlik, Q-L-I-K?
 14 A. I want to say it was C-L-I-Q, but I don't know.
 15 Q. Okay.
 16 A. That's actually -- it could -- it could have
 17 been K-L-I-K. Maybe C-L-I-Q is something different.
 18 Anyway, I don't know how to spell it. I think it's
 19 Qlik. Anyways, it was a platform built on that
 20 technology that was a visualization platform for all of
 21 the data that was being -- and I -- this is really not
 22 my expertise, so it's my understanding of all the data
 23 that was being fed into it from multiple different
 24 sources.
 25 Q. And you testified that you've never seen this

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1 contract with PIP before, right?
 2 A. I do not think I have seen this. If I have, I
 3 do not recall.
 4 Q. Do you know who negotiated this contract?
 5 A. I believe it was Jesse Greenberg.
 6 Q. Do you recall seeing any version of it before
 7 it was signed?
 8 A. Man. On August -- it was signed on August --
 9 Q. 2016.
 10 A. On August 30th -- 24th by him, looks like.
 11 Q. Right. What I'm asking is you may not have
 12 seen this version of the contract, but you -- do you
 13 recall seeing any drafts or iterations of it?
 14 A. I don't recall. I don't recall seeing any.
 15 Q. I'll represent to you that we received a copy
 16 of this contract from PIP pursuant to a subpoena, but we
 17 didn't get a copy from Ackerman McQueen. To your
 18 knowledge, did Ackerman make a practice of retaining
 19 copies of contracts with key vendors like this one?
 20 MR. MASON: Objection, foundation.
 21 A. I am -- I would -- I believe that we did, yeah.
 22 Q. (BY MS. ROGERS) Who at Ackerman -- who do you
 23 think would have a copy of this contract if we're
 24 looking for it in Ackerman's files?
 25 MR. MASON: Objection, foundation.

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1 A. Well, so Jesse is no longer with us and I'm not
 2 sure what documents he took with him. He was a senior
 3 chief strategy officer at -- at the company. And so I'm
 4 not -- I'm not sure what -- what he had and where that
 5 would have been retained. Most of our contracts, if not
 6 all, to my -- to my understanding, reside in our
 7 accounting department.
 8 Q. Let's go to the page with Bates label ending
 9 3757, that's Page 3 of 8 of this letter. Let me know
 10 when you're there.
 11 A. Yeah. "Requirements" at the top?
 12 Q. Yeah. So under "Requirements," I'm looking at
 13 the fourth check mark.
 14 A. Okay.
 15 Q. Contract contains a list of key stats and
 16 metrics to be developed by PIP. Do you see that?
 17 A. Yes. It says, Review and develop key stats and
 18 metrics critical to the web analytics discipline. Yeah,
 19 I mean I see it. It's very long, but yes, I see it.
 20 Q. And so under the key staffing metrics, I'm
 21 looking at the very last bullet point in the first
 22 subsection where one of the key metrics was a, quote,
 23 ROI calculation.
 24 Do you see that?
 25 A. Yes.

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1 Q. Do you understand ROI to mean return on
 2 investment?
 3 A. I do, yes.
 4 Q. To your knowledge, did PIP ever develop a
 5 return on investment statistic for NRATV?
 6 MR. MASON: Objection, foundation.
 7 A. Yeah, I'm not -- I'm not sure -- I'm not --
 8 when I read this, you know, having to get up to speed on
 9 this for the first time, I'm not sure I read this as
 10 the -- the final kind of set of deliverables, but this
 11 was more in the beginning.
 12 Q. (BY MS. ROGERS) Well, do you know where -- do
 13 you know if there's a document I could look at to
 14 determine what the final set of deliverables by PIP to
 15 AMc was?
 16 A. I think there was ongoing development -- to my
 17 knowledge, ongoing development of the platform from what
 18 would have been August of 2016, you know, through
 19 whenever NRATV was -- was shut down. I believe that --
 20 I believe that as we refined our practice, we wanted to
 21 collect different types of information.
 22 Q. So to your knowledge, did PIP ever develop a
 23 return on investment statistic for NRATV?
 24 MR. MASON: Objection, foundation.
 25 A. I think there were a lot of ways that the PIP

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1 dashboard attempted to show return on investment, but
 2 you know, a return on investment in many ways would be
 3 more of -- in discussion as to what type of return our
 4 client is looking for, if that makes sense. So --
 5 Q. (BY MS. ROGERS) So to your knowledge -- sorry.
 6 A. So from that standpoint, I mean I can look at a
 7 lot of different metrics as ROI calculations.
 8 Q. Well, to your knowledge, was any ROI
 9 calculation ever included in the PIP dashboard shown to
 10 the NRA?
 11 A. Well, again, I think that there were a -- there
 12 were a lot of ways that the PIP dashboard calculated ROI
 13 metrics as they were established to be valuable by Wayne
 14 LaPierre.
 15 Q. And what -- what were those ways?
 16 A. Well, I think that engagement was one of them.
 17 You know, it talks about sentiment here and there's a
 18 larger back story to sentiment, which really began with
 19 our first data analytics lead named Jabbett Arain
 20 (phonetic), who Wayne would rely on very heavily to
 21 judge sentiment after say a speech or a news appearance
 22 or a video release of some kind. But that was a very
 23 manual process where we would quite literally go in and
 24 read comments, just read comments and try to gauge
 25 sentiment, positive, negative. I don't know if there

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1 was one called different. But really understanding
 2 that. And Wayne found -- found a lot of value in that
 3 as well.
 4 And then, you know, obviously, ROI, as it
 5 pertained to anything on the monetization front, which
 6 would have included a sponsorship and those types of --
 7 of discussions, you know, Wayne found a lot of value in
 8 understanding how people viewed him, especially as he,
 9 you know, decreased his video presence, he wanted to
 10 know, per video, how much engagement, you know, he was
 11 getting.
 12 And so to me, a lot of that -- a lot of
 13 that points back to his own assessment of the return on
 14 investment. And, you know, I personally thought that he
 15 should have been paying much closer attention to video
 16 performance beyond his own, but you know, such is --
 17 such is the draw of the ego.
 18 Q. To your knowledge, did the PIP dashboard ever
 19 include any metric that quantified -- that quantified
 20 engagement, sentiment or any other return on investment
 21 as a function or fraction of what the NRA had spent on
 22 NRATV?
 23 MR. MASON: Objection, vague, ambiguous,
 24 foundation, calls for speculation.
 25 A. Yeah, what -- what do you mean by function and

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1 fraction?
 2 Q. (BY MS. ROGERS) Sure. So if I were
 3 calculating ROI for an investment portfolio, I would do
 4 a simple conclusion involving like what did I -- you
 5 know, how much did I pay for any asset and what is it
 6 worth now, right?
 7 A. I can't speak to what -- what you --
 8 Q. Okay. But that's -- but that's -- that's the
 9 pervasive layman's understanding of ROI, you're
 10 calculating a return on a specific amount that was
 11 spent, right?
 12 MR. MASON: Objection, foundation.
 13 A. Well, I mean, a return of what, capital?
 14 Q. (BY MS. ROGERS) Sure.
 15 A. Well, I mean there were -- there were many
 16 examples of sentiment, engagement, news events, post
 17 mass shooting awareness. As tragic as it was, there
 18 were, you know, very important points to be reading and
 19 understanding all of the different things that kind of
 20 funneled into the NRA's magnification of voice.
 21 You know, and I -- and I would say that,
 22 you know, specific to those events, you know, the
 23 whole -- the whole live aspect of NRATV was -- was
 24 really developed for two reasons. One would be to -- as
 25 a -- as a crisis response tool, and that's a very

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1 important aspect of live, and live viewership would go
 2 up in those very crucial moments.
 3 And then also just production cost wise,
 4 it was a more efficient way to produce. But I only say
 5 that from the standpoint of a conversation about ROI
 6 can't be boiled down to just one metric of, you know, A
 7 to B cost -- cost put in and money received, because
 8 NRATV was just one, albeit a very large, but one factor
 9 in what could drive the overall increase of revenue to
 10 the National Rifle Association.
 11 Q. To your knowledge, was there ever any metric
 12 incorporated into the PIP dashboard that reflected the
 13 amount the NRA had spent on NRATV?
 14 MR. MASON: Foundation.
 15 A. I don't recall.
 16 Q. (BY MS. ROGERS) Can you ever recall presenting
 17 any metric to the NRA that captured the amount if had
 18 spent to generate a particular quantum of engaged views
 19 or total views?
 20 MR. MASON: Objection, foundation, vague,
 21 ambiguous, misleading.
 22 A. Yeah, I'm -- I'm not sure I follow that
 23 question.
 24 Q. (BY MS. ROGERS) Sure. So if the NRA spent
 25 \$50 million to generate 100 additional views and your

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1 dashboard calculates the total engagement, but doesn't
 2 take into account what was spent, then your dashboard
 3 would depict that as like -- like an advantageous change
 4 in the metrics, right?
 5 MR. MASON: Objection, foundation.
 6 Q. (BY MS. ROGERS) It would actually be a
 7 terrible investment, wouldn't it?
 8 MR. MASON: Objection, foundation, calls
 9 for speculation.
 10 A. I mean I -- I think -- you know, with all due
 11 respect, Ms. Rogers, you're kind of putting your own
 12 assessment in place here where we're kind of talking
 13 hypotheticals as well. Without seeing exactly what
 14 you're referring to, I can't -- I can't recall those
 15 types of metrics that might or might not have been
 16 included. I -- I just -- I just generally have an
 17 understanding of, you know, the type of data that we
 18 were -- that we were looking for and increased knowledge
 19 that we were trying to gain -- business television, so
 20 to speak, that we were trying to gain from this tool,
 21 which the PIP dashboard was really just a visualization
 22 tool. It's more the back end of what was driving that
 23 tool that -- that, at least to my knowledge, is the --
 24 is the power of the whole thing.
 25 Q. (BY MS. ROGERS) So can you recall any metric

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1 in the PIP dashboard that reflected the amount the NRA
 2 had spent?
 3 MR. MASON: Objection, foundation, vague
 4 and ambiguous.
 5 A. I just -- I don't recall every single metric
 6 that was on the PIP dashboard.
 7 Q. (BY MS. ROGERS) Of course. But sitting here
 8 today, can you recall whether there was any metric on
 9 the PIP dashboard that reflected the amount of money the
 10 NRA had spent to generate a particular result?
 11 MR. MASON: Same objections.
 12 A. When you say "the amount of money to generate a
 13 specific result," what specific result are you talking
 14 about?
 15 Q. (BY MS. ROGERS) Well, the PIP dashboard showed
 16 engaged views, right?
 17 A. It did.
 18 Q. Do you recall -- sitting here today, can you
 19 recall any metric on the PIP dashboard that reflected
 20 the amount of money the NRA had spent per engaged view?
 21 MR. MASON: Objection, foundation, vague
 22 and ambiguous.
 23 A. I can't recall any -- any type of budget
 24 overlay, if that's what you're talking about.
 25 Q. (BY MS. ROGERS) Right. And we don't have to

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1 just apply this analysis to engaged views. Can you
 2 recall any metric on the PIP dashboard that reflected
 3 the amount of money the NRA had spent to generate the
 4 indicated result?
 5 MR. MASON: Objection, vague and
 6 ambiguous, foundation, calls for speculation.
 7 A. I recall -- I recall money metrics. That
 8 sounds so basic. But I recall money metrics. I can't
 9 recall exactly if they correlated to a budget or to
 10 individual budgets per show or individual budgets per
 11 results or if they were monetization metrics. I just --
 12 I can't recall the different metrics. I do know that
 13 they were vast. There was a lot of information that was
 14 put into this visualization tool.
 15 Q. (BY MS. ROGERS) To your knowledge, did anyone
 16 at the NRA ever meet with PIP?
 17 A. I don't know.
 18 Q. Were PIP dashboards developed for any of AMc's
 19 other clients?
 20 A. I -- I don't know.
 21 Q. All of the development costs for the PIP
 22 dashboard were billed to the NRA, right?
 23 MR. MASON: Objection, foundation.
 24 A. I don't know.
 25 Q. (BY MS. ROGERS) Did AMc ever have difficulty

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1 obtaining current accurate viewership figures from
 2 Facebook?
 3 A. Say that one more time.
 4 Q. Sure. So we've looked at -- we've looked at a
 5 couple of exhibits now where AMc present metrics to the
 6 NRA based on views, engaged views and completed views,
 7 and we've established these data are sourced from
 8 different platforms, like Facebook and YouTube, right?
 9 A. Yes, ma'am.
 10 Q. Okay. Can you recall any instance where AMc
 11 had difficulty sourcing current accurate viewership
 12 statistics from Facebook?
 13 MR. MASON: Objection, foundation, vague
 14 and ambiguous.
 15 A. I can't recall any specific thing having to do
 16 with Facebook. I do know that as platforms were
 17 developed, you know, you'll -- you'll see on those
 18 sheets, as we were looking at the notes that, you know,
 19 there was -- there was -- there wasn't even alignment
 20 inside of these organizations between paid and organic.
 21 And so when you talk about difficulty -- I
 22 don't know if that was the word you used, but I'm not
 23 sure that there was specific difficulty with Facebook.
 24 But I do know that as these platforms developed and as
 25 they became more bifurcated internally, we had to

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1 constantly work with them to understand how to get the
 2 data to tell the story that we were trying to tell.
 3 Q. (BY MS. ROGERS) The same question as to
 4 YouTube, do you recall AMc ever having difficulty
 5 obtaining current, accurate viewership statistics from
 6 YouTube?
 7 MR. MASON: Objection, foundation, vague
 8 and ambiguous.
 9 A. I can't recall anything specific to YouTube.
 10 You know, the same would apply to YouTube. I -- I
 11 can't -- I just can't remember the exact platforms that,
 12 as they grew, as, you know, they were bifurcating
 13 between paid and organic internally.
 14 I also do remember that -- if I recall
 15 correctly, we had difficulty getting engagement numbers
 16 from YouTube. And that was something that we -- I
 17 believe we put a -- we put a note on every single time
 18 we presented these. YouTube was a -- was a bit of an
 19 outlier, which again was confounding to us because
 20 YouTube is owned by Google and we can get that data from
 21 a Google Analytics dashboard, but we can't get it from
 22 YouTube. And that kind of thing just -- it always
 23 confused us, so --
 24 Q. (BY MS. ROGERS) What about Twitter, were you
 25 aware of any issue where Twitter data wasn't showing up

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1 in the dashboard?
 2 A. So is that the question where --
 3 Q. Well, this is another question, so I asked
 4 about Facebook, I asked about YouTube, and now I'm
 5 asking about Twitter.
 6 Do you recall any difficulties AMc had
 7 obtaining engagement data from Twitter?
 8 A. Okay. But you -- you actually asked a question
 9 of it not showing up in the dashboard, which was a
 10 different question from YouTube and Facebook. So do you
 11 want me to answer whether we had difficulty with it
 12 showing up in the dashboard or obtaining?
 13 Q. Well, let me ask it both ways. Do you recall
 14 any difficulty obtaining the data from Twitter?
 15 A. I think we had similar challenges and I
 16 can't -- I can't remember if it was specific to Twitter,
 17 just like I can't remember specific to Facebook. I do
 18 remember that one specific instance for YouTube with
 19 engagement that was difficult to track, or I think
 20 impossible, if I remember how we had to outline it.
 21 So in terms of obtaining the data, I --
 22 I'm not sure that it was Twitter. I just -- I know that
 23 we had -- I recall having difficulty at times with
 24 the -- with the growth of the platforms and the
 25 different ways that they reported, especially between

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1 paid and organic.

2 Q. Did you ever disclose to the NRA that there

3 were data flow difficulties from the platforms?

4 MR. MASON: Objection, foundation, vague

5 and ambiguous.

6 A. And I don't think I said anything about

7 difficulties with data flow.

8 Q. (BY MS. ROGERS) Well, maybe data flow is --

9 maybe -- that's the wrong phrase.

10 Did you ever disclose to the NRA that

11 there was difficulty obtaining continuous, consistent

12 data from the platforms?

13 MR. MASON: Objection, vague and

14 ambiguous, foundation.

15 A. Well, I think that that notes page pretty much

16 summarizes that -- that -- the difficulty or at least

17 the difference of data that we had to acquire. And so

18 from that standpoint, I do think that we talked about

19 the -- the differences of data collection per platform.

20 And there's also a document, I can't

21 remember where, but there's an entire document that goes

22 through the PIP dashboard and all of the -- all of the

23 ways that data flows. There are quite a few charts in

24 it. It seems, at least in my mind, to my recollection,

25 it seems to be pretty detailed in form.

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1 So I think we did disclose quite a bit.

2 In fact, I -- I know both verbally and then many things

3 in writing as to how all this was working.

4 THE REPORTER: Can we take a break soon,

5 if you don't mind?

6 MS. ROGERS: Sure. Is five minutes okay?

7 THE REPORTER: Whatever you want.

8 MS. ROGERS: I'm -- I'm done with this

9 document, so we can do it now if you want.

10 THE VIDEOGRAPHER: Stand by. We are going

11 off the record video. The time is 3:02 p.m.

12 (Break was taken.)

13 THE VIDEOGRAPHER: We are back on the

14 video record. The time is 3:15 p.m.

15 Q. (BY MS. ROGERS) All right. Before we took our

16 break, I asked whether you could recall, Mr. McQueen any

17 disclosures to the NRA about the disruptions or

18 inconsistencies in viewership data flow from various

19 platforms. Do you recall that?

20 A. I do, yes.

21 Q. You mentioned the notes pages of these various

22 PowerPoint presentations, indicating these were

23 calculated. Do you recall that testimony?

24 A. Yes, I do.

25 Q. Apart from those notes pages, do you recall any

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1 other disclosures by AMc to the NRA regarding

2 disruptions or inconsistencies in data flow from

3 platforms like Facebook and YouTube?

4 A. Just, you know, to be clear, I -- I don't -- I

5 don't know if I necessarily specified data flow as one

6 of the issues that -- that I can I recall. I think I --

7 I specifically was talking about the difficulty within

8 the platforms of, as they -- as they evolved,

9 understanding how they were tracking specific data.

10 And -- and an example I used was the difference between

11 paid and organic. So just -- just to clarify on that,

12 that I don't know of any -- any inconsistencies or

13 disruptions in data flow.

14 Now, I also had mentioned that we gave a

15 pretty long -- that I -- that I can remember, if my

16 memory serves me right, a pretty long, kind of a

17 business document about the platform and how data flowed

18 into it, and maybe that's the where the data flow

19 comment came from. But I can't recall any -- any

20 identifications of inconsistencies there.

21 We most certainly did talk about the

22 differences in platform, even within the same companies,

23 like Facebook, Twitter. And, you know, YouTube being

24 owned by Google, you would expect they would have

25 similar reporting capabilities, but they didn't,

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1 unfortunately.

2 Q. I'm going to ask my colleague to put up Tab D,

3 and I believe this is going to be Exhibit 12.

4 (Exhibit No. 12 was marked.)

5 Q. (BY MS. ROGERS) And Exhibit 12 is the rebuttal

6 expert report of Mr. Richard Bergin dated July 1st, 2021

7 served by AMc in this case.

8 A. Okay.

9 Q. Mr. McQueen, have you seen this document

10 before?

11 A. I have seen it, yes.

12 Q. Now, I'll represent to you that we don't need

13 to -- we don't need to take time to read every single

14 page, but did you review this document before it was

15 filed?

16 A. I did review this one.

17 Q. Okay. All right. Let's go to Page 6.

18 A. Okay.

19 Q. And I'm going to direct your attention to where

20 it says, The materials I've considered in forming the

21 materials in this report are listed in Appendix 2,

22 Materials considered.

23 Do you see that?

24 A. I do, yes.

25 Q. Without divulging any legal advice sought or

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1 received from counsel, do you recall participating in
 2 any discussions about what data should be provided to
 3 Mr. Bergin in order to inform his expert opinion?
 4 A. I don't recall being in any of those
 5 conversations broadly, no.
 6 Q. Okay. Let's -- so -- so we -- we just read a
 7 section referencing Appendix 2, saying the data that
 8 Mr. Bergin is relying on is in Appendix 2.
 9 A. Right.
 10 Q. I'm now going to direct you to flip to Page 51.
 11 A. Okay.
 12 Q. Actually, let's go to Page 50. So you can see
 13 Page 50 is the start of Appendix 2 --
 14 A. Okay.
 15 Q. -- Materials considered.
 16 Now, if we scroll down, the very last
 17 section is titled "PIP files." Do you see that?
 18 A. Yes, I do.
 19 Q. I'll represent to you that this is a list of
 20 the PIP data considered by Mr. Bergin as a basis for his
 21 expert opinion, according to his expert report.
 22 Do you recall whether you reviewed any PIP
 23 data before it was provided to Mr. Bergin?
 24 A. I did not, no.
 25 Q. Do you know if anyone at AMc did?

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1 A. I don't know.
 2 Q. I'll represent to you that the PIP data files
 3 listed here were produced to the NRA by PIP as part of
 4 this litigation, but we received no similar data from
 5 AMc. Do you know if AMc ever obtained the raw data from
 6 PIP that underlay the PIP dashboard?
 7 A. I don't know anything about raw data from --
 8 from that standpoint. Raw data is pretty broad.
 9 Q. Well, do you have any way of knowing whether
 10 the PIP data considered by Mr. Bergin constitutes a
 11 complete accurate copy of the data that went into the
 12 PIP dashboard?
 13 MR. MASON: Objection, foundation, calls
 14 for speculation.
 15 Q. (BY MS. ROGERS) I'm only asking if you know.
 16 A. Well, because I didn't review it, I don't know.
 17 And I wouldn't -- even if I had reviewed every single
 18 bit of it, I wouldn't -- I wouldn't know.
 19 Q. Do you know if anybody else would know?
 20 MR. MASON: Objection, foundation.
 21 A. I -- I'm sorry, would -- would know if it was
 22 complete?
 23 Q. (BY MS. ROGERS) Right. Do you know if anybody
 24 reviewed -- do you know if anybody reviewed the data
 25 provided by Mr. Bergin to ascertain whether it

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1 constituted an accurate copy of the data underlying the
 2 PIP dashboard?
 3 A. I don't know.
 4 Q. All right. I'm going to have my colleague put
 5 up Tab 109, and this is going to be Exhibit 13.
 6 (Exhibit No. 13 was marked.)
 7 Q. (BY MS. ROGERS) So Exhibit 13 is an e-mail
 8 chain dated September 6th, 2018, bearing Bates labeled
 9 AMcTX 00037323.
 10 Mr. McQueen, do you recognize this
 11 document?
 12 A. I -- I have a vague recollection of this. If I
 13 can just read it real quick, so I can -- I can orient
 14 myself.
 15 Q. Of course.
 16 A. Okay.
 17 Q. All right. You testified earlier that Wayne
 18 LaPierre negotiated the contract between Ackerman
 19 McQueen and Oliver North that was executed in 2018. Do
 20 you recall that testimony?
 21 A. I do, yes.
 22 Q. What is the basis for your testimony that Wayne
 23 LaPierre negotiated that contract?
 24 A. He had -- he had told us that he had met with
 25 Colonel North on -- on what I believe was a Sunday out

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1 at his -- I don't know if it's a farm or a ranch, I
 2 don't know what it's called, but his property, North's
 3 property, that is.
 4 Q. And when did Mr. LaPierre tell you that?
 5 A. That would have been in 2018, at some point.
 6 Q. Did he tell you that directly? Or did you hear
 7 it from Angus?
 8 A. It was in a meeting that we were -- that we
 9 were all in. And then it was --
 10 Q. Okay.
 11 A. -- further -- it was further backed up at the
 12 annual meetings in Dallas where, you know, he confirmed
 13 the -- that he was comfortable with the deal points.
 14 Q. Who's Steve Hart?
 15 A. Steve Hart is an individual who used to work at
 16 the National Rifle Association. He's an attorney. And
 17 in my understanding, he is -- or was general counsel to
 18 the board as well as the principal negotiator/attorney,
 19 if you will, for our Services Agreement.
 20 Q. So in September 2016, Melanie Montgomery
 21 forwarded you an e-mail discussion with Steve Hart,
 22 outside counsel to the NRA, who's asking basic questions
 23 about the Oliver North contract, correct?
 24 MR. MASON: Well, I'll just object. I
 25 believe, Ms. Rogers, you said September 2016 --

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1 MS. ROGERS: I'm sorry. I'll ask it
2 again.
3 Q. (BY MS. ROGERS) So on September 6th, 2018,
4 Melanie Montgomery forwarded you an e-mail chain where
5 Steve Hart, the NRA's outside counsel, asks a number of
6 questions about the Oliver North contract, right?
7 A. Correct, yes.
8 Q. Did she explain to you why she was forwarding
9 you the e-mail chain?
10 A. I don't recall, no.
11 Q. Did you have any discussion with Ms. Montgomery
12 during the summer of 2018 about the questions listed in
13 Mr. Hart's e-mail?
14 A. I don't recall specific discussion.
15 Q. Do you recall generally?
16 A. Meaning I don't recall a specific time. I -- I
17 do know that there was questioning from the audit
18 committee and I -- you know, I do recall the -- the need
19 to get them information.
20 Q. Did you provide any guidance or instruction to
21 Ms. Montgomery concerning what information should or
22 shouldn't be provided to the audit committee?
23 A. The guidance was to work with Steve Hart to
24 answer the questions that were needed by the audit
25 committee.

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1 Q. Given your understanding that the NRA's chief
2 executive officer had negotiated the contract, did it
3 surprise you that the NRA's outside counsel didn't know
4 whether the contract was for an independent contractor
5 or an employee?
6 MR. MASON: Objection, foundation.
7 A. I'm not -- first off, I -- I don't know if
8 that's what that represents, that he didn't know. I
9 think he's asking a question on behalf -- on behalf of
10 the audit committee that may or may not have known.
11 It does surprise me that Wayne LaPierre,
12 the chief executive who negotiated a contract, did not
13 know that. And it also surprises me that Woody
14 Phillips, the treasurer and CFO that reviewed the
15 contract, didn't know that.
16 Q. (BY MS. ROGERS) And how do you know that Woody
17 Phillips reviewed the contract?
18 A. Because Melanie Montgomery told me and
19 recounted the story -- or recounted the meeting in
20 Dallas.
21 Q. And you testified earlier that your basis for
22 believing that Wayne LaPierre negotiated the contract
23 was that he went over deal points at a ranch or some
24 facility sometime in 2018; is that right?
25 MR. MASON: Objection, misstates his prior

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1 testimony.
2 A. Yeah, My comment about deal points was actually
3 in reference to a meeting that I was in with him in
4 Dallas at the annual meetings. He had confirmed that he
5 had gone and talked to Colonel North on a Sunday, I
6 believe it was, about his contract and negotiated the --
7 the contract.
8 Q. (BY MS. ROGERS) Do you have any reason to
9 believe that Wayne LaPierre ever saw a copy of the
10 contract?
11 A. I don't know if he saw a copy. I -- Woody
12 Phillips was the individual that reviewed it.
13 Q. Now, when Melanie forwards this -- if you look
14 at the top -- actually, sorry. Strike that.
15 Now, most -- the majority of this e-mail
16 chain takes place in July 2018? Do you see --
17 A. Right.
18 Q. Do you see that? Do you see those dates?
19 A. Yes.
20 Q. And then Melanie Montgomery forwards the chain
21 to you in September of 2018. Do you see that at the
22 top?
23 A. I do, yes.
24 Q. Do you have any recollection of why
25 Ms. Montgomery, in September 2018, was revisiting and

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1 raising with you a conversation that she had with --
2 with Steve Hart during July?
3 A. I don't. I'd be speculating.
4 Q. I'm going to direct you to the bottom e-mail on
5 the first page with a number of questions. I'm going to
6 ask you to look at Question No. 4, which says, quote,
7 Can we review the NRATV contract with ON.
8 Do you see that?
9 A. I do.
10 Q. Do you understand ON to be Oliver North?
11 A. Yes. Yes, I do.
12 Q. Do you understand this is the -- this is the
13 NRA or its audit committee asking if they can review the
14 contract with Oliver North?
15 A. That is how I understand it.
16 Q. Did you express any view to Ms. Montgomery,
17 Mr. Hart or anyone else on whether the NRA could or
18 should be allowed to review the contract with Oliver
19 North?
20 A. No. This follow-up e-mail the next day, he
21 went ahead and said on Question 4, I have answered no.
22 So I -- I think we were probably just following the
23 guidance of Mr. Hart.
24 Q. And then let's look at that sentence. So
25 Mr. Hart writes, quote, On Question 4, I have answered

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1 no. Audit will receive only the info contained in your
2 summary.
3 Do you see that?
4 A. Yeah. And I believe it ends NRA GC agrees that
5 is the correct outcome, which I believe would be John
6 Frazer. Is that correct?
7 Q. Well, I don't know what Mr. Hart meant in this
8 e-mail, but I'm going to ask you some questions about
9 it, so --
10 A. Okay. I'm sorry. I --
11 Q. That's okay. That's all right. This is your
12 first deposition, so --
13 A. Yeah.
14 Q. -- you get to ask me a couple questions.
15 A. Okay. Thank you for the patience.
16 Q. No problem.
17 So do you understand -- do you have any
18 understanding as to what summary Mr. Hart is referring
19 to?
20 MR. MASON: Objection, calls for
21 speculation, foundation.
22 A. I -- I don't. I don't know what -- what
23 summary he's referring to. Or I don't recall.
24 Q. (BY MS. ROGERS) All right. Well, I'm going to
25 ask my colleague to put up Tab 116, and we're going to

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1 be marking this I think as Exhibit -- are we on 14?
2 Yes, we're on 14.
3 (Exhibit No. 14 was marked.)
4 A. Okay.
5 Q. (BY MS. ROGERS) All right. So Tab 116 -- I'm
6 sorry, Exhibit 14 is a two paragraph contract summary
7 previously entered as an exhibit in the deposition of
8 Melanie Montgomery. Have you seen this document before?
9 A. I don't want to be difficult. I'm having --
10 there it is. There we go. Sorry. It was sideways, so
11 I couldn't really see it.
12 Q. No worries.
13 A. I have -- I have a vague recollection of this.
14 It doesn't seem like a -- it doesn't seem like a
15 document per se. It seems -- was this in an e-mail? Or
16 was it...
17 Q. So I'll represent to you that Ms. Montgomery
18 testified that she obtained the summary from Angus and
19 that this was the full form of the summary she obtained.
20 This is the entire thing.
21 A. Okay.
22 Q. Have -- do you -- do you recall helping Angus
23 draft this document?
24 A. Yeah. We had multiple conversations about
25 Colonel North's contract, just in general. And so, you

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1 know, to the extent that -- that my involvement in that
2 informed this, then yes. But I don't recall the
3 drafting of this specific document.
4 Q. Do you recall whether Angus had a practice of
5 typing up documents himself? Or would he dictate them
6 to an assistant? Or how would he -- how would he
7 formulate documents that came off his desk?
8 MR. MASON: Objection, foundation,
9 compound.
10 A. Angus -- Angus had a -- he hardly would
11 dictate -- I rarely saw him dictate something. That
12 being said, I -- you know, I would say him edit things.
13 And then, of course, he would type -- you know, he -- he
14 typed -- he typed documents, sure. I've seen it.
15 Q. (BY MS. ROGERS) Was there a computer in his
16 office?
17 A. There were -- there -- there were, yes. He had
18 a lot of different websites that were up because he
19 always wanted to see the different properties that we
20 were working on, so there were a few computers in his
21 offices.
22 Q. Do you have any idea whether documents were
23 collected off of any of those computers in connection
24 with this litigation?
25 A. I do not know.

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1 Q. And you said you don't recall the drafting of
2 this specific document. So I assume you don't recall
3 seeing different versions or iterations of it?
4 A. I don't recall.
5 Q. Do you recall being advised that Ackerman had
6 been asked to prepare a summary of the North contract by
7 review for the audit committee?
8 A. Repeat that just real quick one -- sorry, I --
9 Q. Sure. Sorry.
10 So we looked -- we looked at an e-mail
11 chain previously, right, where Steve Hart tells Melanie
12 Montgomery that the audit committee is going to review,
13 quote, your summary. Do you recall that document?
14 A. Yes, I do.
15 Q. Okay. Do you recall anyone telling you that
16 Ackerman was going to be preparing a summary of the
17 North contract for review by the NRA audit committee?
18 A. I recall -- I recall information being provided
19 to the audit committee. A summary specifically, I'm --
20 I'm trying to remember a specific summary versus, you
21 know, bullet points or -- or anything -- other types of
22 forms.
23 Q. So what I -- what I'm trying to do is I'm
24 trying to track down how this was drafted, who drafted
25 it, and all I know is, per Ms. Montgomery, the document

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1 came to her from Angus. So you know your family, you
 2 know your company. If you were looking for -- if you
 3 were trying to trace down where this document came from,
 4 where would you look?
 5 MR. MASON: Objection, foundation, calls
 6 for speculation, hypothetical.
 7 A. Yeah, I don't know how to begin to talk about,
 8 you know, where I want start hunting for documents from
 9 my family, or -- or the company, for that matter.
 10 MS. ROGERS: All right. I'm going to ask
 11 my colleague to put up Tab 12, and this is going to be
 12 Exhibit 15.
 13 (Exhibit No. 15 was marked.)
 14 Q. (BY MS. ROGERS) So Exhibit 15 is an e-mail
 15 dated January 15th, 2018 bearing Bates label AMC-058468.
 16 Mr. McQueen, do you recognize this
 17 document?
 18 A. I recognize that it comes from -- came from me,
 19 and I'd just like to read -- read it really quick.
 20 Yeah.
 21 Q. Okay. Do you recall why you wrote this e-mail?
 22 A. It seems -- it seems by reading this to --
 23 there were -- there were some team dynamic issues as
 24 well as some production -- production issues.
 25 Q. What were the production issues?

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1 A. Don't recall specifically what the production
 2 issues were, they could be all kinds of different
 3 things.
 4 Q. Do you recall disclosing to the NRA at any
 5 point during 2018 that there were production issues with
 6 American Heroes?
 7 A. I recall -- so in 2018, there was a -- well,
 8 and I'm sure we'll get more into it so I'm not going to
 9 talk about the October 11th meeting. But what preceded
 10 that was a -- was a budget cut that was really vague
 11 and, once again, it was a Josh Powell -- it was from
 12 Josh Powell -- well, it was from the Lisa Supernaugh,
 13 but it was -- it was Josh's instruction, which it didn't
 14 align with all kinds of -- kind of -- what am I trying
 15 to say here? Kind of the ways that we would categorize
 16 specific projects. I won't continue to go down that
 17 road because I'm sure we'll get there.
 18 But the production issues would only have
 19 applied to the kind of starts and stops -- stops as a
 20 result of that. And I'm sure that we have -- I'm sure
 21 that we had discussions with the NRA regarding, not just
 22 the projects and the stalling of those as a result of
 23 the unclear and vague direction we were -- we were being
 24 given as a -- as a result of those budget cuts, but any
 25 other production issues most likely would have been

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1 internal production team issues.
 2 And as I'm reading through this, it's
 3 clear that it really didn't stop the work that was in
 4 process. So production issues as to -- and I read it as
 5 production issues as well as team dynamics, meaning that
 6 those two were probably pretty intertwined.
 7 So to answer your question, the only thing
 8 that I can think of that we would communicate to the NRA
 9 production issue wise would have been attached to those
 10 budget cuts.
 11 Q. Did the NRA cut the budget for American Heroes?
 12 A. So that's -- so that's the issue is -- if I --
 13 if I'm remembering correctly, it was a very vague issue,
 14 issuing to us of the budget cuts. In fact, it almost
 15 left it up to us as to what should be -- what should be
 16 cut. And if I remember correctly, there wasn't even
 17 a -- a line item that -- that identified a budget for
 18 NRATV going forward. And so that was a -- another one
 19 of those very unclear, uncertain moments, I think it was
 20 at the end of September, and then we had to October 11th
 21 meeting and then all kind of other things happened in
 22 2018.
 23 And so the answer to your question is I
 24 think for us, we didn't know what was coming. And some
 25 of the -- some of the comments to us were, Well, we

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1 don't know what's cut either. So it was a very unclear
 2 and imprecise way to go about cutting a budget.
 3 Q. What were the team dynamics problems with
 4 American Heroes?
 5 MR. MASON: Objection, foundation.
 6 A. You know, when I say "team dynamics," what I
 7 would be referring to, you know, in this specific case
 8 would be interpersonal ways that people were working
 9 with each other. You know, I get a lot of -- by the
 10 time it hits my office, unfortunately, it's a --
 11 everyone is kind of mad at each other and I'm the final
 12 stop. And so a team dynamics issue would -- would most
 13 likely be something in this case that applies to how
 14 people are working together. And -- and, you know,
 15 maybe even -- I shouldn't speculate so I don't -- I
 16 don't know.
 17 Q. (BY MS. ROGERS) Can you -- can you recall who
 18 was having difficulty working with each other?
 19 A. I can't. I can't.
 20 Q. All right. You mentioned some budget cuts, so
 21 let's put up Tab 3, and I think this is going to be
 22 Exhibit 16.
 23 (Exhibit No. 16 was marked.)
 24 MS. ROGERS: And, actually, at the same
 25 time, let's mark Tab 4 as Exhibit 17. We should look at

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1 them in close succession, they're very similar.
 2 (Exhibit No. 17 was marked.)
 3 A. Okay.
 4 Q. (BY MS. ROGERS) So Exhibit 16 is an e-mail
 5 dated September 21, 2018 bearing Bates labeled
 6 AMc-034756. Do you recognize this e-mail exchange?
 7 A. Sorry, this was the first one of the two that
 8 you sent?
 9 Q. Well, let's -- actually, I apologize. Let's
 10 look at 17 first because I think it's a few minutes
 11 earlier in time.
 12 A. Oh, okay.
 13 Q. So let's look at Exhibit 17. Exhibit 17 is an
 14 e-mail the same day, September 21, 2018 bearing Bates
 15 label AMc-058557.
 16 A. Right.
 17 Q. Do you recognize this e-mail exchange?
 18 A. I do, yes.
 19 Q. Okay. So this is -- this is the budget cut
 20 communicated by Lisa Supernaugh that you were
 21 referencing earlier, right?
 22 MR. MASON: And I'll just assert an
 23 objection to the extent it doesn't appear that the
 24 entirety of Lisa Supernaugh's -- is anything encompassed
 25 in here.

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1 MS. ROGERS: So I think if you flip -- you
 2 flip the page, there's -- the e-mail does end. There's
 3 the graphic on the bottom and stuff.
 4 THE REPORTER: The entirety of Lisa
 5 Supernaugh's what? I couldn't hear you.
 6 MR. MASON: There's -- there's a --
 7 there's another version of this with an image with a
 8 chart that I know you all have seen and we've got --
 9 MS. ROGERS: I -- I see what you're
 10 talking about. All right. Well, I'm not asking him to
 11 review the content of the embedded image.
 12 Q. (BY MS. ROGERS) Does this -- does this -- does
 13 this e-mail exchanging look familiar to you,
 14 Mr. McQueen?
 15 A. Yeah, it does.
 16 Q. And is this the budget cut e-mail you were
 17 talking about?
 18 A. I think the first one -- yeah, the one from
 19 Lisa is the -- if -- if I recall, and my memory is
 20 actually pretty good on this because there was a massive
 21 rainstorm this day and I was driving home in it. And
 22 then we got this e-mail and I drove back to the office
 23 in it. And so this is pretty clear in my head.
 24 Also, if I remember correctly, she sent an
 25 e-mail that the attachment wasn't opening or -- or it

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1 wasn't coming through and so we couldn't really
 2 understand the full of what was being cut. So yes.
 3 Q. Okay. And then at the top of the chain you
 4 write to Melanie Montgomery, This entire thing needs to
 5 be forwarded to North after your convo or first thing
 6 Monday, whichever comes first.
 7 Do you see that?
 8 A. Yes, I do.
 9 Q. Why did the entire thing need to be forwarded
 10 to North?
 11 A. Probably because I thought it was impacting
 12 American Heroes and NRATV was a whole, which, of course,
 13 he had quite a bit to do with as the -- as the host of
 14 American Heroes. The contract which was not -- I think
 15 the contract was at this point five months. This would
 16 have been five months into it, maybe only four.
 17 Q. Do you remember if you had any discussions with
 18 Colonel North about the NRA's proposed budget cuts?
 19 A. I did not have any with him, no.
 20 Q. Do you know if the exchange was ever forwarded
 21 to North?
 22 A. I don't know.
 23 Q. The NRA's proposed budget cuts wouldn't have
 24 just impact American Heroes, right? They would have
 25 impacted a broad range of -- of Ackerman projects?

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1 MR. MASON: Objection, foundation.
 2 A. That's correct.
 3 Q. (BY MS. ROGERS) Was there anyone else at the
 4 NRA other than North who you thought needed to be
 5 urgently apprised of these budget cuts?
 6 MR. MASON: Objection, foundation,
 7 misstate his prior -- prior testimony.
 8 A. Yeah, I mean I -- I probably would have had
 9 a -- a conversation with Angus about how -- how do we
 10 get on the phone with Wayne. I knew that forwarding him
 11 anything via e-mail was not going to be received by him.
 12 He just didn't -- he never -- he never communicated via
 13 e-mail. So I would have had a conversation about
 14 reaching out to Wayne as well. So --
 15 Q. (BY MS. ROGERS) Do you remember with whom you
 16 had that conversation about reaching out to Wayne?
 17 A. It would have been with -- it would have been
 18 with Angus and/or Mel. Possibly Tony as well.
 19 Q. And do you know if any of them ever reached out
 20 to Wayne in the wake of this e-mail concerning these
 21 budget cuts?
 22 A. Well, eventually -- eventually we did. There
 23 was a series of events that kind of led to that
 24 October 11th meeting. And what I -- what I want to -- I
 25 want to be very respectful that I don't find -- I just

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1 myself weaving to the October 11th meeting --

2 Q. We're getting there, don't worry.

3 A. If we're going to land there, so --

4 Q. We'll get there soon. We're going

5 chronologically. So all right.

6 A. Okay.

7 Q. So we looked at Exhibit 17. Let's quickly flip

8 back to Exhibit 16.

9 A. Okay.

10 Q. And so there's a conference call arranged after

11 Lisa Supernaugh announces the budget cuts, right?

12 A. Yes. That's what it looks like.

13 Q. And you tell Angus and Tony Makris, quote, I

14 would like to reply to this topic, copying Tony, Hart

15 and North as addition to the call.

16 Do you see that?

17 A. I do, yes.

18 Q. Why -- why did you tell Angus and Tony Makris

19 that you wanted to include them and North on the call?

20 A. Well, Tony would have been just in his capacity

21 as, you know, president of Mercury Group. Hart, because

22 he was actually copied on the previous e-mail, I

23 believe. If you wouldn't -- I'll go ahead and click

24 over there just to confirm. It looks like he is. So

25 he's copied on the e-mail from Lisa. And then North,

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1 for the same reasons that I -- that I said earlier, as

2 to why that information should be forwarded.

3 Q. Was there any reason you felt you had to run

4 that decision by Angus and Tony?

5 A. I don't think that Tony -- yeah, so Tony wasn't

6 initially added, and Angus obviously wasn't added

7 either. I was. And, you know, there -- there still was

8 a -- call it a deference, you know, a course that I had

9 to Angus. We were co-CEOs, but that didn't, in my mind,

10 give me autonomy to just act without him knowing,

11 especially on a client that he had been the -- the

12 primary, you know, account lead on for, you know, over

13 30 years. I thought that it would be disrespectful, at

14 least. And honestly, I would -- I would not have liked

15 that if I had been blindsided by him.

16 So my -- my guess is -- "my guess," that's

17 the wrong word. That is why I would -- I would want to

18 run that up to him. And then I just copied Tony because

19 he wasn't on the original e-mail, so...

20 Q. All right. So without yet getting to

21 October 11th, after receiving these proposed budget

22 cuts, do you recall having any conversations with Steve

23 Hart about the proposed budget cuts?

24 A. No. I -- I -- I don't remember the last time

25 that I actually talked to Steve Hart. It would have

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1 been in Dallas, probably, at that annual meetings.

2 Q. All right. Prior to the October 11th meeting,

3 do you recall having any conversations with Tony Makris

4 about the proposed budget cuts?

5 A. I -- I don't remember a specific conversation,

6 but I'm positive that I did.

7 MS. ROGERS: All right. Let's put up

8 Tab 112, and this is going to be Exhibit 7 -- or sorry,

9 Exhibit 18.

10 (Exhibit No. 18 was marked.)

11 Q. (BY MS. ROGERS) So Exhibit 18 is an e-mail and

12 its attachment. They bear Bates label -- starting Bates

13 label AMc-058564.

14 Do you recognize this document?

15 A. I -- I -- can I read it?

16 Q. Yes.

17 A. Thank you.

18 Q. Let me know when you're ready.

19 A. Almost there. Okay.

20 Q. All right. Did you recognize this letter?

21 A. I -- I do, in a vague -- in a vague way. I

22 don't know that it was ever sent to anybody.

23 Q. It's e-mailed to you by your assistant, Ariana

24 Azimi, right?

25 A. Correct, yeah, it was sent to me, obviously.

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1 Q. Who wrote it?

2 A. That would have been Angus.

3 Q. And do -- do you recall whether Angus typed

4 this letter himself or whether we had assistance?

5 MR. MASON: Objection, foundation.

6 A. Typed it himself.

7 Q. (BY MS. ROGERS) Did you help draft it?

8 A. No, I did not.

9 Q. Do you know if anyone else did?

10 A. I don't know.

11 Q. Did Angus tell you he was considering sending a

12 letter like this?

13 A. I -- I'm sure we had conversations about these

14 different points, whether it was sending a letter or

15 having this discussion in person, I'm not sure which

16 one.

17 Q. Do -- did Angus indicate why he was sending

18 this to you? Was he asking for your input on the

19 letter?

20 A. Well, I don't think it was Angus that sent it

21 to me. It was Ari that sent it to me.

22 Q. Presumably, she didn't do that on her own,

23 right? Do you remember why she sent it to you?

24 A. I don't.

25 Q. Were you surprised to -- to receive it?

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1 A. No, I don't think I was surprised at all. I
 2 mean this -- this clearly outlines some, definitely not
 3 all, of the issues that were surrounding this time
 4 period.
 5 Q. And you -- you indicated earlier that you don't
 6 think it was ever delivered to Mr. LaPierre; is that
 7 right?
 8 A. I don't believe it was.
 9 Q. And why don't you believe it was?
 10 A. Because I think -- I think the relationship
 11 would have ended at this point.
 12 Q. Do you recall any decision by Angus or by
 13 Ackerman leadership collectively to not send this letter
 14 to Mr. LaPierre?
 15 A. No, I don't recall a -- a collective decision.
 16 I -- I -- and I don't recall his decision discussion not
 17 to send it, but it seems pretty clear that he didn't.
 18 Q. After receiving this letter from your
 19 assistant, did you discuss any portion of it with Angus?
 20 A. I don't remember discussing this letter. I
 21 remember discussing a lot of -- a lot of the content
 22 that is captured in this letter.
 23 Q. Do you recall whether a copy of this letter was
 24 shown to Tony Makris?
 25 A. I don't recall.

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1 Q. Do you recall whether a copy was shown to
 2 Melanie Montgomery?
 3 A. I don't recall.
 4 Q. Do you know whether a copy was shown to Steve
 5 Hart?
 6 A. I don't recall.
 7 Q. You mentioned you discussed some of the
 8 substance of this letter with Angus, right?
 9 A. Yes. The talking -- or not the talking points,
 10 but the material in here, I can remember countless
 11 conversations.
 12 Q. And which -- which -- which substance of this
 13 letter did you discuss with Angus?
 14 A. Would you like to step through each one?
 15 Q. Well, why don't -- why don't we speak
 16 generally -- or better yet, why don't I direct you to
 17 specific paragraphs. So --
 18 A. Okay.
 19 Q. -- let's look at the second and third
 20 paragraphs on the second page of the letter. I'm going
 21 to read you the text that I'm interesting in.
 22 Quote, Our remedies for such an action be
 23 the NRA are clearly spelled out in the contract and will
 24 demand virtually immediate and extreme financial relief
 25 for Ackerman McQueen by the NRA. The alternative of

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1 trying to continue our relationship and comply with this
 2 punishing demand that results in NRA actually realizing
 3 financial savings seems impossible.
 4 Do you see that text?
 5 A. I do.
 6 Q. Is it your understanding that such an action by
 7 the NRA refers to the budget cut proposed in Lisa
 8 Supernaugh's e-mail?
 9 MR. MASON: Objection, foundation, calls
 10 for speculation.
 11 A. Yeah, I would have to read the -- the preceding
 12 paragraphs again to firmly understand that.
 13 Q. (BY MS. ROGERS) Well, are you aware of any
 14 other actions by the NRA within this time period that
 15 would have caused AMc to demand immediate and extreme
 16 financial relief?
 17 MR. MASON: Objection, foundation.
 18 A. I can't -- I can't remember any that would --
 19 that would demand immediate and extreme financial
 20 relief.
 21 Q. (BY MS. ROGERS) Would it be fair to said that
 22 AMc was prepared to end its relationship with the NRA as
 23 of the date this letter was sent?
 24 MR. MASON: Objection, foundation.
 25 A. No, I don't think that would be fair to say

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1 because this is one man's, you know, letter that never
 2 was sent. But that AMc was prepared to end its
 3 relationship, I -- I'm not -- you know, I can't speak
 4 for the organization from that standpoint.
 5 Q. (BY MS. ROGERS) Were you prepared to end the
 6 relationship?
 7 MR. MASON: Objection, foundation.
 8 A. I -- I was prepared to end this relationship a
 9 few different times, not just in 2018. But I had
 10 differences of opinion with my father about this
 11 relationship that may not have resulted in a full
 12 termination of the relationship, but certain issues that
 13 were coming up in rapid succession starting in 2017 and
 14 then into 2018. I would say that by the date that this
 15 was sent to me, I was prepared to do that.
 16 Q. (BY MS. ROGERS) Do you recall when you first
 17 proposed to your father that AMc should end its
 18 relationship with the NRA?
 19 MR. MASON: Objection, misstates his prior
 20 testimony.
 21 A. I -- I said that I, in 2017 and in 2018 -- I
 22 don't remember the exact words, but I was having very
 23 serious concerns that would have resulted in ending the
 24 relationship or greatly changing it. Those aren't the
 25 exact words that I just used, but the -- the

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1 disagreements that he and I had started in 2017, many of
 2 which resolved around Josh Powell. Some of which I have
 3 already gone through and I won't go through again, for
 4 the sake of time. But some I haven't.
 5 I mentioned the Las Vegas shooting. When
 6 I became co-CEO of this organization, I got closer to
 7 the National Rifle Association, not just from a creative
 8 standpoint, but -- and keep in mind that from a creative
 9 standpoint, I've been around this organization. And as
 10 a human being, I've been around this organization even
 11 longer, having grown up playing catch with Wayne
 12 LaPierre in my backyard.
 13 The -- seeing aftermaths of these mass
 14 shooting and these tragic events, for instance, like
 15 Newtown, I was only on the periphery as -- as
 16 communication was being developed. But when I came
 17 co-CEO, I was not just in the room from a creative
 18 standpoint, I was in the room from a business
 19 standpoint.
 20 And earlier in 2017, you know, Josh
 21 Powell -- Josh Powell had started behaving in what I
 22 consider to be alarming ways with us as well as others.
 23 And I -- I was uncomfortable with his presence in the
 24 organization. I mean -- I mean no disrespect to him,
 25 but I didn't think he had the qualifications to be in

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1 that position in the organization. I made that known
 2 earlier on, but that wasn't my decision to make.
 3 But I -- I saw the way he was behaving
 4 with properties like Carry Guard and an insurance
 5 product that he was -- he was starting to create and
 6 talk about in what I thought to be way too cavalier of
 7 a -- of terminology.
 8 Now, I didn't know anything about
 9 insurance products and I wasn't the one that constructed
 10 an insurance product. Neither was -- and Ackerman
 11 McQueen had nothing to do with the structuring of an
 12 insurance product. But Josh Powell would show up in
 13 our -- in our conference rooms and he would -- whether
 14 it was on a white board or on the window at the Mercury
 15 Group, he would draw a check mark and he would laugh and
 16 he would say, This is the business plan for Carry Guard.
 17 And he would say, You know, initially it's going to go
 18 down and then it's going to skyrocket and we're all
 19 going to make a ton of money.
 20 And I thought that it was immature, and I
 21 thought that it was unbecoming of someone who was Wayne
 22 LaPierre's chief of staff. I had a lot of respect --
 23 maybe not trust, but a lot of respect for Wayne
 24 LaPierre. And I thought that having a man like Josh
 25 Powell as his chief of staff and then having a man like

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1 that as the executive director of Carry Guard was a very
 2 difficult decision to -- to make. But we went along and
 3 we did what we needed to do.
 4 And in March of 2017, springtime of 2017,
 5 Josh Powell was out in South Carolina and he was doing
 6 some video work for Carry Guard. And I'm getting
 7 reports that he was running around doing what the Noir
 8 show had titled athletic shooting, he was running around
 9 with his finger on the trigger, which is a huge, huge
 10 safety violation. And we have it on camera. And I'm
 11 being asked what are we -- what are we to do with this
 12 footage. And, obviously, that then pertains back to the
 13 confidentiality provision, the executive director of
 14 Carry Guard running around with his finger on the
 15 trigger of a handgun.
 16 And then they go to have a -- have a kind
 17 of video interview session around a bonfire and it was
 18 told to me that he was drinking heavily off camera, and
 19 then he's going to appear on camera intoxicated for the
 20 National Rifle Association. I've never heard of such a
 21 thing. I'd never heard of such a thing. I'd never
 22 heard of such a thing. That is when I started to talk
 23 to my father about disagreements that I had with
 24 where -- where this was going.
 25 The man that was going phone number in

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1 charge of an insurance product for concealed carry is
 2 getting intoxicated and getting on camera and talking
 3 about it, and he's running around with his finger on the
 4 handgun -- the trigger of a handgun. That -- that --
 5 that was preposterous to me.
 6 And then it was preposterous after the
 7 Parkland shooting that Wayne LaPierre didn't understand
 8 the basics of a firearm. That was shocking to me. Not
 9 only did he not understand a bump stock and how a bump
 10 stock worked, but he had to be explained -- it had to be
 11 explained to him how an AR-15 worked. A semi-automatic
 12 handgun -- or not handgun, rifle.
 13 Q. Right --
 14 A. These are -- these are the things, Ms. Rogers,
 15 that I -- I had to -- I had to bring up. And yet, you
 16 know, I was new in this position. And what -- what I --
 17 what I am is I am someone who -- who understands that I
 18 am -- I'm young, in that case, and I needed to listen.
 19 And, you know, Angus didn't tell me to just look the
 20 other way. He understood what I was saying.
 21 And I'm just going to cap off with one
 22 last thing. It was Josh Powell that called Angus
 23 McQueen in the fourth quarter of 2017 and said that the
 24 Carry Guard insurance program is going down and it's all
 25 Ackerman McQueen's fault. Ackerman McQueen didn't have

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1 anything to do with modeling or structuring or
 2 implementing any aspect of the insurance program.
 3 Ackerman McQueen is a communications company. It's not
 4 an insurance company. That's what Lockton does. And
 5 Josh Powell was the executive director of Carry Guard.
 6 And after the stories that I just told you
 7 about Josh Powell and after what I considered to be a
 8 real lapse in judgment on Wayne LaPierre's part to put
 9 Josh Powell in that position, I'm sitting there
 10 listening to an account of a phone call that Angus
 11 received from Josh Powell, with the first threat, by the
 12 way, issued by NRA personnel that somehow we're going to
 13 be held responsible for the failure of an insurance
 14 program.
 15 And so that -- that's the reality of --
 16 of -- and the start of my real difficulty with this
 17 organization and -- and the direction it was going. And
 18 I have more examples that I can give you, but I want to
 19 be respectful of your time and I don't want to
 20 filibuster.
 21 Q. (BY MS. ROGERS) I agree. All right. So thank
 22 you.
 23 Okay. So you testified earlier that you
 24 were ready to end the relationship several times before
 25 2018 and I asked you for, you know, what -- what those

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1 causes were. And would it be fair to say that one of
 2 those causes was Josh Powell?
 3 A. It wasn't Josh Powell, the individual. It
 4 was -- it was -- it was Josh Powell in the way that he
 5 was -- you know, carrying out his duties that he was
 6 assigned by Wayne LaPierre.
 7 Q. Now, you testified that in 2017 you had, quote,
 8 respect -- respect, but not trust for Wayne LaPierre.
 9 Do you recall that testimony?
 10 A. I do.
 11 Q. What do you -- by 2017, what had led you to
 12 distrust Wayne LaPierre?
 13 MR. MASON: Objection, misstates his
 14 testimony.
 15 Go ahead.
 16 A. Exactly. That would -- that would mean that I
 17 had -- at some point that he gained my trust.
 18 Q. (BY MS. ROGERS) So you never trusted Wayne
 19 LaPierre?
 20 A. Trust is earned and I was the co-chief
 21 executive. I was becoming the co-chief executive of the
 22 organization, and for the reasons that I just outlined,
 23 I needed to see in my estimation how -- how that type of
 24 trust was going to be actually gained.
 25 Q. Do you think Josh Powell is an honest person?

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1 A. I don't have really the ability to answer that
 2 in the negative because that would be -- be me calling
 3 him something that I -- I'm not going to play that game.
 4 But I think that Josh Powell has behaved in a very
 5 dishonest way multiple times with our company and with
 6 specific individuals in our company.
 7 Q. And you testified that you never trusted Wayne
 8 LaPierre. Did you ever trust Josh Powell?
 9 A. He never gave me a reason to fully trust him.
 10 That's a much different -- that's a much different
 11 thing, and I want to be very clear on this. Our
 12 relationship with the National Rifle Association started
 13 with my grandfather. And I have a lot of respect, and
 14 respect is very important.
 15 And, you know, look, there's a -- there's
 16 a reason why our -- our company was so honest and
 17 absolutely faithful in our dealings with the National
 18 Rifle Association and it was out of respect for the
 19 membership of that organization and the fact of the
 20 Second Amendment. And Wayne LaPierre led that
 21 organization for so long. And if he wants to go and
 22 hire Josh Powell, as much as I disagree with it, it is
 23 not my job to disrespect that decision.
 24 Q. So you didn't trust Wayne or Josh. Was there
 25 anyone at the NRA in 2017 that you did trust?

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1 A. In 2017, you know, ultimately, again, I'm
 2 stepping in to the co-chief executive role and I'm
 3 speaking from that perspective, Ms. Rogers. So I'm -- I
 4 want to be -- I want to be clear. I was -- I was
 5 gaining -- I was trying to gain trust in things that I
 6 was learning for the first time. Before I stepped into
 7 this position, I had no reason to learn them or to know
 8 them.
 9 And I was also -- and I was also becoming,
 10 you know, chief executive -- co-chief executive of an
 11 organization that had other clients than the National
 12 Rifle Association, not to mention had a business that it
 13 was trying to grow and develop for the future. There
 14 was a lot on my plate, and so I couldn't spend every day
 15 figuring out, you know, the -- the trust barometer for
 16 individuals at the National Rifle Association.
 17 Q. Let's turn to the page of this document Bates
 18 label ending 569, and let me know when you're there.
 19 A. 569. Sorry, this scrolling here is -- I think
 20 I'm there.
 21 Q. Okay.
 22 MR. MASON: Page 6 in there.
 23 THE WITNESS: Okay.
 24 Q. (BY MS. ROGERS) I'm looking at the paragraph,
 25 looks like the dead center of the page. And it says,

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1 Nearly, if not over \$10 million to the Brewer law firm,
 2 much for interaction with internal so-called internal
 3 whistleblowers.
 4 Do you see that?
 5 A. Yes, I do.
 6 Q. Do you recall being aware in September 2018
 7 that the drew firm had been hired to investigate
 8 whistleblower complaints?
 9 MR. MASON: Objection, foundation, calls
 10 for speculation.
 11 A. At that time, I do remember a conversation
 12 about that whistleblowers, and I -- I really -- at that
 13 point, our company was very confused as to the role the
 14 Brewer -- Brewer Firm was actually playing inside of the
 15 organization.
 16 Q. (BY MS. ROGERS) All right. I'm looking at the
 17 phrase "so-called whistleblowers." Did you were you
 18 skeptical of the existence of whistleblowers in the NRA?
 19 MR. MASON: Objection, foundation.
 20 A. I had no reason to be.
 21 Q. (BY MS. ROGERS) Do you know if Angus was?
 22 MR. MASON: Objection, foundation, calls
 23 for speculation.
 24 A. I don't want to speculate on what Angus
 25 thought, but I also don't read "so-called" as skeptical.

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1 Q. (BY MS. ROGERS) How do you read "so-called
 2 whistleblowers"?
 3 A. I believe these whistleblowers identified
 4 themselves and so they are so-called whistleblowers.
 5 Q. And the next sentence says, Litigation that
 6 someone imagines may be brought in the future.
 7 Do you see that?
 8 A. Yes.
 9 Q. Do you understand what that refers to?
 10 MR. MASON: Objection, foundation, calls
 11 for speculation.
 12 A. And I -- I -- I do know what this refers to
 13 from the standpoint that it refers to the,
 14 quote/unquote, dissolution resolution that Mr. Brewer
 15 was talking about quite extensively.
 16 Q. (BY MS. ROGERS) I'm not familiar with the
 17 phrase "dissolution resolution." What are you mean by
 18 that?
 19 A. And neither were any of the attorneys that we
 20 talked to in the state of New York and yet, it was the
 21 term that kept on being parroted to us by executives at
 22 the National Rifle Association.
 23 Q. Which executive at the National Rifle
 24 Association mentioned a dissolution resolution to you?
 25 A. Wayne LaPierre mentioned it and I believe that

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1 Josh Powell mentioned it as well.
 2 Q. And did they mention it to you directly? Or is
 3 this something you heard from Angus or someone else?
 4 A. Josh Powell comment might have been directly.
 5 By this time, I had very few interactions with him.
 6 Wayne LaPierre, we did hear it directly.
 7 Q. Is it your understanding that this phrase
 8 "litigation that someone imagines, that this refers to
 9 potential dissolution action by the New York State
 10 Office of the Attorney General?
 11 A. I don't know who -- at that point, I don't know
 12 if anyone knew who would bring a dissolution resolution.
 13 Q. So nobody told you that the NRA foresaw
 14 potential hostilities from the New York State Office of
 15 the New York Attorney General?
 16 A. Say that one more time.
 17 Q. So in September 2018, you were aware there were
 18 whistleblowers within the NRA, right?
 19 A. Yes.
 20 Q. And you were aware that the NRA was concerned
 21 about a legal dissolution threat, right?
 22 A. Yes.
 23 Q. But you -- but you weren't aware that any of
 24 those concerns related in any way that the New York
 25 State Office of the Attorney General?

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1 A. In terms of how I was aware of this happening,
 2 I -- I know that Wayne LaPierre was very worried about
 3 Letitia James and he had talked about Letitia James in
 4 the context of his conversations with Bill Brewer.
 5 Q. And how do you know that?
 6 A. That was another part of the conversation that
 7 I overheard. There was a few conversations while my
 8 father was receiving chemotherapy, and one of those
 9 conversations was also when Mr. LaPierre said that
 10 Mr. Brewer was threatening that he would be going to
 11 jail.
 12 Q. All right. We'll go through a timeline of
 13 those conversations later.
 14 A. Okay.
 15 Q. Do you recall when you first heard of the
 16 existence of whistleblowers within the NRA?
 17 A. I don't recall the first time that I heard of
 18 whistleblowers. But the first time that I heard of
 19 issues relating to possible investigations, I mentioned
 20 earlier in -- in this discussion that there were talks
 21 of floors of forensic accountants in New York City. And
 22 that was probably the first time that I heard of issues
 23 pertaining to the accounting department at the National
 24 Rifle Association.
 25 Q. This paragraph says, As you know, I advised

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1 against hiring that firm, which I infer to be the Brewer
2 Firm; is that fair?
3 MR. MASON: Objection, foundation.
4 A. Yeah, I see what -- I see what you say there --
5 or I see where that is.
6 Q. (BY MS. ROGERS) Were you aware that Angus had
7 advised the NRA against hiring the Brewer Firm?
8 A. I was not aware that he had advised -- the way
9 that this -- the way that this reads is that he had just
10 blanketly advised, and that's not the way that I
11 understood it. In fact, he was collaborating with
12 Travis Carter early on when the Brewer firm had been
13 hired. And so the way I always Angus was that he was --
14 I don't know if you would call it supportive, so to
15 speak, but I certainly understood and I supported the
16 hiring of Bill Brewer to be hired to represent the NRA
17 in a corporate litigation matter. That's -- that's how
18 our family has always known him, to be a successful
19 corporate litigator.
20 What I believe this is referring to is the
21 decision to have the Brewer Firm represent the National
22 Rifle Association in a proactive lawsuit against
23 Governor Andrew Cuomo as well as the head of the
24 Department of Financial Services and then any impending
25 or upcoming litigation that would be constitutional

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1 litigation, and the decision to hire the Brewer Firm
2 instead of a very seasoned constitutional lawyer like
3 Chuck Cooper.
4 Q. Didn't Chuck Cooper represent the NRA in the
5 same case?
6 A. The way that it was being described to Angus by
7 Wayne is that Mr. Brewer said that if he did not take
8 lead on the First Amendment case that he would cease to
9 represent the National Rifle Association.
10 Q. Were you aware that Chuck Cooper was co-counsel
11 in that case?
12 A. I wasn't -- I'm not aware of any of who's
13 counsel, co-counsel on -- on those types of cases. I'm
14 just relating to you the conversations that Wayne had
15 about Brewer and Chuck Cooper and who would lead that.
16 Q. Why did the NRA's advertising and public
17 relations agency care which of its co-counsel on its
18 First Amendment case served as lead counsel?
19 A. I'm not sure so much that we would care, but
20 when we're asked, we're going to give our advice.
21 Q. Did Wayne LaPierre ask you for advice on which
22 of the NRA's co-counsel on its First Amendment case
23 should serve as lead counsel?
24 A. Wayne LaPierre did not ask me ever for advice.
25 He did call me on October 12th, and I can tell you now

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1 how that call went or we can talk after we talk about
2 the October 11th.
3 Q. (Inaudible.)
4 A. But he gave me great detail into the legal
5 strategy against, not just Governor Cuomo, but the plan
6 for how -- the approach, so to speak, in New York. And
7 quite frankly, I didn't really want to know that, and
8 didn't think it was my place to know that.
9 Q. Okay. So we're getting -- so we're going
10 chronologically. So this was --
11 A. Okay.
12 Q. -- written on September 24th. And I'm just
13 going to direct your attention to one more paragraph on
14 the very first page of the letter, the third full
15 paragraph, there are references to the date January X,
16 2018 and May X.
17 Do you see that?
18 A. Do you --
19 MR. MASON: I think we're on Page 2 of 9.
20 THE WITNESS: Oh, 2 of 9.
21 MR. MASON: The paragraph, the
22 terminology, I believe.
23 THE WITNESS: Yes.
24 Q. (BY MS. ROGERS) So we're -- in this draft, do
25 you recall if anybody was chasing down those dates to

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1 fill them in?
2 A. No, I -- I don't recall. I don't know.
3 Q. Do you know -- do you know if any other
4 versions of this letter exist?
5 A. I don't know.
6 Q. When did you first learn that Melanie
7 Montgomery felt she had been sexually harassed by Josh
8 Powell?
9 A. Sorry, can you ask that one more time?
10 Q. Sure. So Melanie Montgomery testified that she
11 reported to you in 2018 that she'd been sexually
12 harassed by Josh Powell. Do you recall that?
13 A. I do recall that.
14 Q. When did Ms. Montgomery report this to you?
15 A. Well, the first time she had talked to me about
16 the discomfort and the -- the issues was actually after
17 a dinner. I can't recall if it was the same Abacus
18 dinner that Josh Powell said he wanted to put Wayne
19 LaPierre into a coma, but it was at Abacus where I
20 witnessed what I thought --
21 Q. Sorry. Go ahead.
22 A. -- I witnessed what I -- what I thought to be
23 overly aggressive behavior -- behavior toward her. And
24 afterwards, she accounted to me what was -- what
25 happened. And I was not happy with it at all.

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1 Q. Was that in 2017?
 2 A. I can't remember.
 3 Q. Do you remember if it was 2016?
 4 A. I can't remember what -- what year it was.
 5 Q. But Josh Powell continued to work closely with
 6 multiple female employees of AMc throughout 2017 and
 7 2018, right?
 8 MR. MASON: Objection, foundation.
 9 Q. (BY MS. ROGERS) All right. So Josh Powell was
 10 the lead on Carry Guard, is that fair to say?
 11 A. He was.
 12 Q. And Lacey Duffy worked extensively an Carry
 13 Guard; is that right?
 14 A. Correct.
 15 Q. She reported to Josh Powell on that project,
 16 didn't she?
 17 A. It's my understanding that that was the -- that
 18 he was the client lead, so yes, the direct report.
 19 Q. And Melanie Montgomery continued to meet and
 20 work with Josh Powell throughout 2017 and 2018, right?
 21 A. Yes.
 22 Q. Did you inquire with her whether -- after the
 23 first complaint whether she was comfortable continuing
 24 to work with Josh Powell?
 25 A. I did.

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1 Q. And what did she say?
 2 A. She -- she was. You know, ultimately, whether
 3 it's Mel or Lacey, as with any female, or male, for that
 4 matter, it is not my job to, you know, tell them when
 5 they are or are not comfortable. But the second they
 6 tell me they are not comfortable, whether it's Ackerman
 7 McQueen or any other company in this country, they are
 8 to be heard and action is to be taken.
 9 Q. Prior to the NRA attempting to cut the budget
 10 in September 2018, did Ms. Montgomery ever tell you she
 11 was too uncomfortable to work with Josh Powell?
 12 A. I don't recall a -- a specific instance where
 13 she said too uncomfortable. But Josh Powell was growing
 14 to be very hostile. And quite honestly, I don't think
 15 Mel wanted to work very closely with him and I think was
 16 distancing herself in a professional manner.
 17 What also happened at this moment, and
 18 we've talked a lot about the Services Agreement earlier
 19 in our discussion and how, you know, arguably both sides
 20 were starting to really make sure that every element of
 21 behavior aligned. When we received this, it is my
 22 understanding that Josh Powell was not Wayne LaPierre's
 23 designee. And when -- and as you know, that -- that is
 24 a very elevated position, well beyond any given project
 25 like Carry Guard or anything, you know, else. And we

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1 received a letter designating Josh as Wayne LaPierre's
 2 designee.
 3 Now, I can't remember if that happened
 4 before we received this budget or after. It's my
 5 recollection that it was after. And that was a signal
 6 to -- to Melanie -- and my recollection is a little
 7 fuzzy as to the chronology as to when a letter was sent
 8 to the National Rifle Association alerting them of the
 9 sexual harassment issue.
 10 But regardless, the desig- -- the
 11 designation of designee for Wayne LaPierre, meaning that
 12 Josh Powell could basically be our client at that point,
 13 that was too much of an uncomfortable position for
 14 Melanie Montgomery. And I received a phone call from
 15 her where she was very emotional, very -- crying,
 16 because she -- she couldn't work in that -- in that
 17 capacity as -- as the lead account manager having to
 18 work with Josh across everything. That -- that just
 19 wasn't going to be appropriate.
 20 Q. Do you remember if that phone call -- do you
 21 remember if that phone --
 22 MS. ROGERS: Hello?
 23 MR. MASON: I'm sorry, go ahead. I just
 24 said can we take our next break when you get to a good
 25 stopping point, please?

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1 MS. ROGERS: Yeah. It won't be -- maybe
 2 like five minutes.
 3 Q. (BY MS. ROGERS) Do you remember if that phone
 4 call occurred after AMc received the letter from Wayne
 5 LaPierre designating Josh Powell as the designee?
 6 A. Yes, that is when the phone call happened,
 7 after the designee letter.
 8 Q. All right. Since you'd received complaints
 9 earlier in 2018 about sexual harassment involving Josh
 10 Powell, did you, as co-COE, implement any precautions to
 11 prevent female employees who were exposed to Josh Powell
 12 from being subjected to hostile work environment?
 13 MR. MASON: Objection, misstates prior
 14 testimony, foundation.
 15 Q. (BY MS. ROGERS) Well, I'll ask it this way:
 16 So Melanie Montgomery complained to you sometime in 2018
 17 before the budget cuts that Josh Powell had harassed
 18 her, right?
 19 A. Yes. And it could have been earlier than that.
 20 Q. Could it have been in 2017?
 21 A. Yeah, like we discussed, I can't remember when
 22 that first dinner was, but that was the first instance
 23 that I can remember.
 24 Q. Well, so you're either executive vice president
 25 or co-CEO at that point where you learn that a senior

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1 client executive had allegation harassed a senior
 2 Ackerman executive, right?
 3 A. Right.
 4 Q. And did you implement any precautions to
 5 protect Ms. Montgomery or any other employees who might
 6 be exposed to Josh Powell in light of that complaint?
 7 A. You know, we were very mindful of Josh Powell
 8 and -- and what we considered to be excessive drinking.
 9 I was not comfortable with introducing any new employees
 10 to the -- to the mix. And to the extent that one did,
 11 then I don't -- I just don't recall that.
 12 I also, you know, have a very clear, you
 13 know, call it a policy, call it an understanding, that
 14 any female executive, or male executive, for that
 15 matter, that is uncomfortable working with a client
 16 under the conditions of safety or harassment of any
 17 kind, that they don't have to work on that client. And,
 18 you know, we'll -- we'll do our best to understand the
 19 circumstances.
 20 You know, what's more is we always tell
 21 our -- all of our employees to be very cautious about
 22 social environments or -- or business environments that
 23 turn into social environments, especially as it pertains
 24 to drinking. At the Dallas annual meetings, we had
 25 multiple reports that Josh Powell had champagne bottles

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1 stacked up outside of his -- outside of his room. I
 2 didn't personally witness that. But, you know, the --
 3 you know, the idea -- look, in any type of client
 4 relations business, there are many times dinners where,
 5 you know, it can turn social or you can have alcoholic
 6 drinks. We don't have a policy saying that you can't do
 7 that, but it's always one of these be mindful. You need
 8 to be mindful. But --
 9 Q. But caution -- caution around alcohol, that is
 10 something Ackerman had probably always told its
 11 employees to exercise, right?
 12 A. Well, I mean, yes. You know, we -- we want our
 13 employees to be safe.
 14 Q. Right.
 15 A. That -- that's the bottom line is that we want
 16 our employees to be safe. And at the same time, we want
 17 our employees to have independence. And we -- we are
 18 not the guardians, so to speak. If -- if someone feels
 19 comfortable or feels like it was an isolated incident or
 20 feels like, you know, they can continue to work with
 21 somebody, then, you know, we don't -- we're not there to
 22 be in any kind of dictatorial capacity around these
 23 types of sensitive matters.
 24 So like I said, the second that someone
 25 says they no -- no longer feel comfortable or cannot

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1 work under those types of conditions or, you know, feel
 2 like those types of conditions are -- are repetitive or
 3 anything of that kind, we will not have them in that
 4 situation.
 5 Q. All right. I'm going to ask a yes-or-no
 6 question. And I'm going to hope -- I'm going to ask you
 7 to try to give a yes-or-no concise answer.
 8 Did AMc implement any new precautions in
 9 response to Melanie Montgomery's initial complaint of
 10 sexual harassment against Josh Powell?
 11 A. New precautions?
 12 Q. In other words, you testified that you instruct
 13 employees to be cautious around alcohol and around
 14 business situations that turn social, right?
 15 A. Correct.
 16 Q. But you'd always done that, right?
 17 A. When you say "always," I'm not -- I'm not sure
 18 that it was an --
 19 Q. Well --
 20 A. -- always thing, but --
 21 Q. But prior to 2017, I would imagine that AMc
 22 also counseled its employees to be cautious around
 23 alcohol and around mixed business and socially
 24 situations, is that -- is that a fair statement?
 25 A. Sure. As far as I've been at the company. I

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1 just can't speak to always because it's an over
 2 80-year-old company. I -- I'm 33 years old.
 3 Q. In response to Ms. Montgomery's initial
 4 complaint of sexual harassment against Josh Powell, did
 5 AMc interview any of its other employees to ascertain if
 6 they had experienced similar harassment?
 7 A. I remember talking to Lacey Cremer, Lacey Duffy
 8 about -- about the matter.
 9 Q. Anybody else?
 10 A. I can't remember anybody else at this time.
 11 Q. Did -- did AMc issue any new guidelines or
 12 training or safeguards in response to Ms. Montgomery's
 13 complaint?
 14 A. Yeah, I think we started to scale back these
 15 types of interactions, for sure, to my knowledge. Did
 16 we eradicate them completely, no. And, you know, that's
 17 what -- that's what I can remember at this moment.
 18 MS. ROGERS: Okay. All right. I think --
 19 I think our court reporter or our videographer requested
 20 a five-minute break. We can take one now.
 21 MR. MASON: Where are we on time too,
 22 please?
 23 THE VIDEOGRAPHER: Standby. We are going
 24 off the record. The time is 4:35 p.m.
 25 (Break was taken.)

REVAN MCQUEEN VOLUME 1
NATIONAL RIFLE ASSOC. vs ACKERMAN MCQUEEN

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1 THE VIDEOGRAPHER: We are back on the
 2 video record. The time is 4:46 p.m.
 3 Q. (BY MS. ROGERS) Thank you, Mr. McQueen. We're
 4 back on the record. As I noted during our break, I'm
 5 going to try to keep my questions narrow and concrete
 6 and would appreciate if you keep your answers reasonably
 7 concrete as well. We really want to use today's time
 8 efficiently so the NRA does not have to try to recall
 9 you for a supplemental deposition.
 10 Do you understand?
 11 A. I do.
 12 Q. Okay. Great. All right.
 13 MS. ROGERS: Let's put up Tab 107, and
 14 this is going to be our next exhibit. Exhibit 19, I
 15 believe.
 16 (Exhibit No. 19 was marked.)
 17 A. Yeah.
 18 Q. (BY MS. ROGERS) All right. Do you recognize
 19 this letter?
 20 A. I do, yes.
 21 Q. Do you know who -- who retained McDermott Will
 22 & Emery in August 2018 to send this letter on behalf of
 23 AMc?
 24 A. Are you asking the individual?
 25 Q. Well, who -- who -- who at AMc? We -- we

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1 discussed earlier who gives direction to Dorsey &
 2 Whitney and you named a group of executives, right?
 3 A. Correct, yes.
 4 Q. Did this same group of executives give
 5 direction to McDermott Will & Emery in connection with
 6 this letter, to your knowledge?
 7 A. It was probably a little bit more narrow to me
 8 and Angus and Bill --
 9 Q. Okay.
 10 A. -- Winkler.
 11 Q. All right. Thank you.
 12 So I don't want you to testify about legal
 13 advice that you sought from -- from McDermott Will &
 14 Emery or legal advice provided, but I want to understand
 15 the factual basis for the assertions in this letter.
 16 So I'm looking at the second page and the
 17 second paragraph where it says, quote, Ackerman
 18 maintains complete files of all expenses incurred with
 19 third parties on behalf of the NRA consistent with IRS
 20 guidelines and regulations.
 21 Do you see that?
 22 A. I'm sorry, I don't. I don't immediately. The
 23 contract -- I see a lot of IRS, I'm trying to capture it
 24 real quick.
 25 Q. So it's a three paragraph page --

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1 A. There it is. The NRA fully knows that Ackerman
 2 maintains.
 3 Q. -- complete files of all expenses incurred?
 4 A. Yeah.
 5 Q. Okay. To your knowledge, was that a true
 6 statement?
 7 A. Yes.
 8 Q. What about expenses incurred by Tony Makris?
 9 A. I -- I don't have -- I don't have complete
 10 knowledge of Tony Makris' expenses.
 11 Q. Did you provide information to McDermott Will &
 12 Emery about AMc's expense accounting practices in
 13 connection with this letter?
 14 MR. MASON: I'll just instruct you not to
 15 answer to the extent that that would divulge
 16 attorney/client communications.
 17 A. I don't feel comfortable talking about what I
 18 talked to McDermott Will & Emery about.
 19 Q. (BY MS. ROGERS) Do you know if anyone provided
 20 information to McDermott Will & Emery about AMc's
 21 expense accounting practices in connection with this
 22 letter?
 23 MR. MASON: Same objection, same
 24 instruction.
 25 A. I think that that will require me to divulge

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1 attorney/client privileged information.
 2 MS. ROGERS: All right. Let's put up
 3 Tab 92, and this is going to be our next exhibit.
 4 (Exhibit No. 20 was marked.)
 5 A. Okay.
 6 Q. (BY MS. ROGERS) All right. So Tab -- so -- so
 7 this is going -- this exhibit is Bates labeled
 8 AMcTX 00065396, and it consists of -- would it be fair
 9 to say a couple of draft letters resigning the NRA
 10 relationship?
 11 A. That's what it looks like to me. Would you
 12 like me to read them in full? Or would you like to
 13 direct me to specific things like the last one?
 14 Q. So I'll direct you to specific things. Thanks
 15 for asking.
 16 So the first letter in this packet is
 17 October blank 2018 and it's addressed to Colonel North.
 18 Do you see that?
 19 A. I do.
 20 Q. And in the second paragraph, this letter
 21 asserts that the NRA is in breach of Services Agreement.
 22 Do you see that?
 23 A. While it is AMc's firm belief that the NRA is
 24 in breach of the agreement, prudence dictates that
 25 termination take place. Yes.



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1 Q. Have you seen this letter before?

2 A. I have.

3 Q. What drafted it?

4 MR. MASON: Objection, foundation.

5 A. This was drafted with our -- with our

6 attorneys.

7 Q. (BY MS. ROGERS) Which attorneys?

8 A. This one would have been Jay Madrid at Dorsey.

9 Q. And when was the first time you saw the letter?

10 A. It would have been before -- definitely before

11 that meeting, maybe a couple weeks -- or no, maybe not

12 that. A week to ten days probably is better -- is more

13 accurate.

14 Q. And who showed it to you?

15 A. Well, the first time I would have -- I would

16 have seen it would have been received from -- from Jay,

17 from an attorney.

18 Q. Would it be fair to say that Angus was also

19 involved in the process of supervising the drafting of

20 the letter?

21 A. That's fair.

22 Q. Anyone else?

23 A. Bill Winkler, who is proposed, you know,

24 signatory on this.

25 Q. And what about Melanie Montgomery?

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1 A. Melanie I don't think was involved in the

2 drafting of it, but she definitely knew about it before

3 the October 11th meeting.

4 Q. Was there any discussion among you, Angus

5 and/or Bill Winkler about condition the NRA would need

6 to satisfy in order for AMc to forebear from sending

7 this letter?

8 MR. MASON: And I'll -- to the extent that

9 those communications involve discussions with counsel,

10 I'll instruct you not to answer. But if you had

11 separate instructions, you, of course, can testify to

12 that.

13 A. Most of our discussions were with -- with

14 counsel and, you know, honestly, this wasn't a ultimatum

15 type discussion. This -- this was a discussion about

16 the nature of the relationship and where it was and

17 where it was going.

18 Q. (BY MS. ROGERS) So the first letter in this

19 packet is a draft termination letter addressed to Oliver

20 North, right?

21 A. Yes.

22 Q. And the second is a draft termination letter to

23 Steve Hart?

24 A. Yes.

25 Q. Neither Oliver North nor Steve Hart were --

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1 were signatories for the Services Agreement, right?

2 A. That is correct.

3 Q. Do you recall any discussion about whether the

4 termination letter should be addressed to Wayne

5 LaPierre?

6 MR. MASON: Objection. To the extent that

7 that requires you to divulge conversations with counsel,

8 I'll instruct you not to answer. But if you had

9 conversations outside of discussions with counsel, you

10 can answer the question.

11 A. Yes, to us, it was clear that this -- the

12 signatory of our Services Agreement was the current

13 president of the National Rifle Association. I believe

14 it was Allan Cors. And so Colonel North, in his

15 capacity as the president of the National Rifle

16 Association, that is who we thought we should address

17 that part of it to.

18 Q. (BY MS. ROGERS) All right. So in the first

19 draft letter to Colonel North, there's a CC line and

20 that's three entries on the CC line, each followed by a

21 question mark.

22 Do you see that?

23 A. Correct.

24 Q. Do you have any recollection of what "selected

25 directors" meant?

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1 A. That would have been like the executive

2 director of ILA or, obviously, EVP as a director of --

3 Wayne LaPierre as -- as a director of -- of the NRA.

4 Q. And board of directors, question mark, is the

5 first one. Do you see that?

6 A. Yes.

7 Q. Was there a debate about whether the board of

8 directors should be copied on the resignation letter?

9 MR. MASON: To the extent that that

10 requires you to divulge conversations with counsel, I'll

11 instruct you not to answer. But if you had a

12 conversation outside counsel, you can answer that

13 question.

14 A. That was all -- that was all discussed with

15 counsel.

16 Q. (BY MS. ROGERS) Copies of this letter were

17 brought to the October 11th budget meeting, right?

18 A. Yes, ma'am.

19 Q. Brought by whom?

20 A. Myself.

21 Q. And it was in advance of that meeting that you

22 showed copies of this letter to Melanie Montgomery,

23 Lacey Duffy and the others in attendance, right?

24 A. You know, I -- I think that they saw copies or

25 they were verbally discussed with them. I can't

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1 remember if -- if everyone saw a copy that was in
2 attendance.
3 Q. During the meeting, did you advice Mr. LaPierre
4 or Mr. Spray that AMc had drafted resignation letters
5 terminating the Services Agreement?
6 A. I don't recall an explicit discussion about the
7 drafting. I know that we had discussed that if -- if we
8 can't understand how this relationship is going to go
9 forward in -- in a way that is mutually beneficial, then
10 we are prepared to -- to resign the business.
11 Q. During the October 11th budget meeting, did
12 Mr. LaPierre or Mr. Spray represent to you that, going
13 forward, the Brewer Firm would no longer be involved
14 with the whistleblower matters discussed previously in
15 the other draft letter?
16 A. Not specifically to the whistleblower matters,
17 there -- there wasn't a discussion about Brewer's
18 involved with whistleblower matters. It was Brewer's
19 involvement in any way, shape or form with Ackerman
20 McQueen.
21 Q. And what specific representation was made
22 during the meeting regarding Brewer's future involvement
23 with Ackerman McQueen?
24 A. That he would not have any.
25 Q. And how was that phrased?

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1 A. That Bill Brewer and the attorneys at Brewer
2 and -- I think it's associates of Brewer or counselors
3 were not basically behaving properly, and that they
4 wouldn't have anything to do with our business going
5 forward.
6 Q. Is that what Wayne LaPierre said, Brewer won't
7 have anything to do with your business going forward?
8 A. No, but that was -- that was how it was
9 discussed. And then on October 12th, in a follow-up
10 phone call with me, he confirmed that.
11 Q. So what did he say during the meeting?
12 A. Brewer -- or sorry, Mr. LaPierre wasn't happy
13 with the threatening behavior of Mr. Brewer. And, you
14 know, Craig Spray didn't have too much of a commentary
15 on the Brewer portion of this.
16 Q. The NRA was involved in at least two major
17 lawsuits that implicated Ackerman McQueen, right?
18 A. Say that again.
19 Q. So the NRA was involved in a lawsuit with
20 Lockton over Carry Guard 2018, right?
21 A. I believe so, yes.
22 Q. And Carry Guard was a program with large
23 components developed by Ackerman McQueen, right?
24 A. The communication components were developed by
25 Ackerman McQueen.

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1 Q. Are you aware that Ackerman was subpoenaed by
2 Lockton in connection with the Carry Guard litigation?
3 A. I am aware.
4 Q. And you also referenced a First Amendment
5 lawsuit in the State of New York. You're aware -- and
6 you're aware that Brewer was counsel in that matter,
7 right?
8 A. I am aware of that, yes.
9 Q. And the allegations from that case involve
10 NRATV, right?
11 MR. MASON: Objection, foundation.
12 Q. (BY MS. ROGERS) Do you know whether the
13 allegations in that case involve NRATV?
14 A. I don't recall, but your initial question
15 actually said "implicated," which I'm -- I'm not
16 positive implicated Ackerman McQueen. I -- I don't
17 recall an implication of Ackerman McQueen. I recall
18 NRATV and Carry Guard being subject of those.
19 Q. Right. Okay. Well, I'll use a use less
20 lawyerly word than "implicated" because that's like a
21 pretentious word anyways.
22 All right. So you understood at -- in
23 fall 2018 that Brewer was -- the Brewer Firm was counsel
24 on the Lockton litigation, right?
25 A. Yes, I did.

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1 Q. And you understand in fall 2018 that Brewer was
2 counsel in the First Amendment litigation, right?
3 A. I did.
4 Q. And you understood that the Lockton litigation
5 was going to involve Ackerman McQueen and, indeed,
6 Ackerman's documents were subpoenaed in that litigation,
7 right?
8 MR. MASON: Objection, foundation.
9 A. I did understand that.
10 Q. (BY MS. ROGERS) Okay. And did you understand
11 whether the New York First Amendment litigation was
12 going to involve Ackerman McQueen?
13 MR. MASON: Objection, vague and
14 ambiguous.
15 A. Yeah, can you please define "involved"?
16 Q. (BY MS. ROGERS) Sure. So did you have an
17 understanding of whether there were allegations in the
18 New York First Amendment allegation about NRATV?
19 A. I -- I don't recall the specific allegations or
20 what I was aware of at the -- at the time. I do know
21 that we took issue with an amended answer that the
22 Brewer Firm generated and the position that the Brewer
23 Firm took on insurance coverage as it relates to NRATV.
24 Q. So there were -- you were aware of allegations
25 in the First Amendment lawsuit involving NRATV, right?

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1 A. Not aware of -- I can't recall allegations
 2 involving NRATV. The thing that I can recall is the
 3 Brewer Firm's answer -- the NRA's, excuse me, answer in
 4 that case that addressed NRATV insurance and the risks
 5 to the insurance.
 6 Q. You're aware that documents have you filed by
 7 the NRA in that case that made assertions about NRATV
 8 and the insurance for NRATV, right?
 9 A. Yes, ma'am.
 10 Q. Okay. During the October 11th meeting, did
 11 Wayne LaPierre represent to you that the Brewer Firm,
 12 which was counsel in both of those cases, would no
 13 longer have access to any documents or information
 14 concerning Ackerman McQueen?
 15 A. That didn't happen on October 11th. That
 16 happened on October 12th. And much of this -- I'm not
 17 trying to extend this answer, I promise. But much of
 18 this was actually connected to conversations that Angus
 19 had with Mr. LaPierre about the Brewer Firm and the
 20 examination and inspection of records.
 21 And one thing we have not discussed is the
 22 actual examination of records that I -- that happened in
 23 Oklahoma City, and that they involved Carry Guard
 24 documents as well as other -- other expenses. But, you
 25 know, ultimately, that audit was not seen as a -- an

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1 actual audit or a -- it really wasn't conducted properly
 2 in the eyes of ourselves or in the eyes of Wayne. He
 3 actually instructed verbally to Tony Makris, my
 4 understanding, and then he also talked to Angus about
 5 the collection of files and not to let the Brewer Firm
 6 leave with any files.
 7 And so in the summer -- the late summer of
 8 2018, Mr. LaPierre was sending a -- more than a few
 9 mixed signals as to his discomfort with the Brewer Firm.
 10 Q. On October 12th, did Wayne LaPierre represent
 11 to you that the Brewer Firm, which was counsel in a case
 12 where Ackerman's documents were subpoenaed, would not
 13 have access the documents or information concerning
 14 Ackerman McQueen?
 15 A. Yes. He said in a phone call to me that -- he
 16 asked -- he said, We need to do a document inspection,
 17 because we are going to -- and I mean I can tell you
 18 about this entire phone call, if you would like, or I
 19 can just talk about that specific matter, whichever one.
 20 I don't want to extend this.
 21 Q. Of course. I appreciate it. I think I'd like
 22 to know what representations Mr. LaPierre allegedly made
 23 to you in this phone call that you construed to mean
 24 that the Brewer Firm would no longer have access, in any
 25 context, to documents or information concerning Ackerman

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1 McQueen?
 2 A. Well, I'm not sure that I construed anything.
 3 He started the conversation about the Lockton litigation
 4 and said that Mr. Brewer had promised the organization
 5 that they were going to receive a settlement of
 6 \$45 million from Lockton and that, in order to receive
 7 that settlement, he needed to do an inspection, an
 8 examination of Carry Guard materials.
 9 My response to Mr. LaPierre was that the
 10 Brewer Firm had already been in Oklahoma City to do said
 11 examination, along with other things, including media
 12 billing as well as out-of-pocket expenses, to my
 13 knowledge. And that the fact that the Brewer Firm did
 14 not effectively do that examination showed that they
 15 were not capable of doing such an examination, that if a
 16 \$45 million settlement was on the line, then it seemed
 17 to me that they would have completed the Carry Guard
 18 material inspection instead of going through, you know,
 19 media billings or other things.
 20 In response to that, he said, Well, I need
 21 to get this done because we need to get this settlement
 22 and is it okay if I -- can I have Steve Hart reach out
 23 to arrange some kind of examination of records? And I
 24 said, Absolutely. Ackerman McQueen has always been, we
 25 were audited every year and we will continue to be a

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1 open book cooperating with all examinations of records.
 2 But we have had some miscommunication regarding the
 3 Brewer Firm's previous examination because there were
 4 representations that they wanted to leave with
 5 documents.
 6 Obviously, our Services Agreement uses the
 7 term "examine." That's not my legal approach. I'm just
 8 recounting this phone conversation to you. And you
 9 clearly said that you didn't want the Brewer Firm
 10 leaving with documents.
 11 And he said, Well, we have to get an audit
 12 done. And I said, Please, any reputable audit firm or
 13 any law firm that -- and keep in mind, at this point, it
 14 wasn't just the audit. It was the fact that Mr. Brewer,
 15 through Wayne LaPierre as well as Josh Powell, was
 16 threatening us with criminal indictment and RICO, that
 17 we didn't want to have anything to do with being
 18 involved with a law firm or a man or anyone that would
 19 level such threats against us.
 20 And so, you know, for us, all -- all I was
 21 saying to Wayne is, Please, any law firm, any accounting
 22 firm that's actually going to come in here and do an
 23 honest job. And he said, I want to have Steve Hart
 24 reach out to set that up. And as we all know,
 25 subsequently, Steve Hart did reach out, he did set it up



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1 and it was Cooper Kirk that came to our Dallas office to
 2 do the examination of Carry Guard materials, and it is
 3 my understanding that the case then quickly settled.
 4 Q. But Ackerman was -- Ackerman's documents were
 5 subpoenaed in that case before the settlement
 6 negotiations or the Cooper & Kirk inspection, right?
 7 MR. MASON: Objection, foundation --
 8 Q. (BY MS. ROGERS) No?
 9 MR. MASON: -- vague and ambiguous.
 10 A. I just don't recall when -- when Ackerman --
 11 you know, I would assume that it was way before that,
 12 sure. And Mr. Brewer and the Brewer Firm had been
 13 looking at Carry Guard materials for five months. They
 14 had interviewed our employees. I think Mr. Brewer was
 15 inter -- was personally interviewing our employees.
 16 And you know, to be quite frank, it was --
 17 it was confusing that the Brewer Firm was still looking
 18 to come to Ackerman McQueen and that we were -- we were
 19 the ones that were holding up a \$45 million settlement.
 20 But we didn't refuse to sit with another law firm to get
 21 the materials viewed. We just refused to sit with a --
 22 a law firm that was issuing threats against us.
 23 Q. (BY MS. ROGERS) Are there any other
 24 representations that Mr. LaPierre made to you on
 25 October 11th or October 12th that you allege were

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1 misleading?
 2 A. That I allege are misleading?
 3 Q. That you think are misleading?
 4 A. Well, I think his phone call to me October 12th
 5 started as I was walking out of my father's surgeon's
 6 doctor's office where my father found out that he may
 7 have a chance to have surgery to hopefully battle his
 8 lung cancer. And Mr. LaPierre's first words to me were,
 9 What do you think about hiring Dan Bongino again, or
 10 renewing Don Bongino's contract?
 11 And I said, Wayne, this is a confusing
 12 call because we just had an entire conversation
 13 yesterday about the cutting of the budget. I led the
 14 cutting of the budget discussion. And he said, Yeah,
 15 yeah, yeah. And that -- that's how Wayne talks. Yeah,
 16 I know, but, you know, Dan -- Dan Bongino's really
 17 powerful. He's really powerful.
 18 And I said, Wayne, we're -- we're going to
 19 do whatever you want to do. If you want us to reach out
 20 and start negotiations with -- with Dan Bongino, then
 21 we're going to do it. My question to you is, are we
 22 going to have to rethink the budget and where the money
 23 is going to come from for Dan Bongino? And he said,
 24 Well, you know, I need to think about that. But I --
 25 you know, I've been thinking a lot about Dan Bongino and

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1 I -- and I want to -- you know, I think -- I think we
 2 need him. I think we need him.
 3 And so then, you know, we then went on to
 4 have the conversation about the -- the NYAG, but I won't
 5 get into that at this moment. Your question about any
 6 misrepresentations, and my answer was that was a
 7 misrepresentation. The Dan Bongino -- the Dan Bongino
 8 thing I don't believe was serious because when Dan
 9 Bongino turned us down, Wayne -- Wayne's response was,
 10 That's great news. And Craig Spray was on that call
 11 with me and with Wayne.
 12 Q. When you say the Dan Bongino thing was
 13 misleading, you mean Wayne's statement on the phone that
 14 he wanted to rehire Dan Bongino?
 15 A. Yeah. I found the whole thing to be
 16 disingenuous after the fact. You know, what ensued were
 17 multiple phone calls that -- that I received from Wayne
 18 LaPierre, which by itself was confusing to me.
 19 Previously -- to receiving those -- that batch of phone
 20 calls in the fall of 2018 from Wayne LaPierre, I'd
 21 received one phone call from Wayne LaPierre. And I
 22 won't go through what it was, you can read in my
 23 affidavit what it was.
 24 But the -- the fourth quarter of 2018 and
 25 Wayne LaPierre is all of a sudden calling me. And he

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1 called Angus a few times, but he's calling me as the
 2 point person. I can only think it was because, you
 3 know, some -- some level of my role in leading the
 4 budget cuts in the October 11th meeting.
 5 But my point is Wayne LaPierre had a lot
 6 of different opinions as to how the budget needed to be
 7 constructed. The biggest one was that he asked me if he
 8 wanted America's First Freedom to -- or he asked me if
 9 we should have America's First Freedom be produced
 10 internally at the NRA. And I said, Wayne, that has --
 11 that's your decision.
 12 And he said, Well, do you think they can
 13 do a good job? I said, I don't know. I -- I don't
 14 think they can do the job that we can, but if you want
 15 to have it produced internally and if that's where
 16 you're going to get the money for Dan Bongino, then you
 17 need to make that decision.
 18 Q. Okay.
 19 A. So yes, I think that that was a
 20 misrepresentation on October 12th in -- in regards to
 21 Dan Bongino. And I also think that it was a
 22 misrepresentation in terms of the Brewer Firm not having
 23 anything to do with us anymore because on December 21st,
 24 we received a letter from the Brewer Firm that all of a
 25 sudden started asking for more examination of records,

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1 including materials having to do with our other clients.
 2 I apologize. I hope that was concrete
 3 enough.
 4 Q. It was a yes-or-no question, but -- all right,
 5 we'll keep going.
 6 So you mentioned a record inspection
 7 conducted at AMc's Oklahoma City offices by
 8 representatives of the Brewer Firm in September 2018,
 9 right?
 10 A. Yes.
 11 Q. Were you present for that record examination?
 12 A. I apologize, did you say at Oklahoma -- at our
 13 offices?
 14 Q. I believe that's right. Is that -- is that --
 15 A. They were -- they were not at our offices.
 16 They were at our accounting firm -- accounting firm that
 17 we use, it was at their offices.
 18 Q. And were you present for that examination?
 19 A. For the Brewer Firm's examination?
 20 Q. Yes.
 21 A. No, ma'am.
 22 Q. Now, you testify in one of your declarations
 23 that the Brewer firm representatives refused to identify
 24 themselves. Do you recall that testimony?
 25 A. I do.

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1 Q. What's the basis for that testimony?
 2 A. It was reported to me as such.
 3 Q. By who?
 4 A. I think that it was Lacey -- Lacey was on
 5 site -- Bill Winkler was certainly on site. Maybe Lacey
 6 was not. Bill Winkler was on site and one of our
 7 attorneys was on site.
 8 Q. Did you travel to Scotland in June 2014?
 9 A. Did I travel to Scotland?
 10 Q. Yes.
 11 A. In June 2014, I did, yes.
 12 Q. Who else traveled to Scotland in June 2014?
 13 A. I did -- it was Angus, Tony, Katie. I believe
 14 Tony's wife, Warner was with us. Mel, I believe was
 15 with us, although I don't want to misstate anything. I
 16 think Henry Martin was there.
 17 Q. Was that business or pleasure?
 18 A. I might have misstated that. I can't remember
 19 if some of those people were there. You caught me off
 20 guard. We're now in Scotland. I apologize.
 21 Q. That's okay.
 22 A. Say that one more time.
 23 Q. Sure. So you and a number of other AMc
 24 executives and some of their wives traveled to Scotland
 25 in June of 2014; is that right?

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1 A. Correct.
 2 Q. Was that by private jet?
 3 A. To Scotland?
 4 Q. Uh-huh.
 5 A. No. We traveled first to England, and we
 6 actually met up with Wayne and Susan LaPierre in
 7 England, in London.
 8 Q. That was before you went to Scotland?
 9 A. Correct. And we did not fly from England to
 10 Scotland in a private jet.
 11 Q. Did you fly from the United States to England
 12 in a private jet?
 13 A. No, we did not.
 14 Q. If I refer to Gail Stanford's travel service,
 15 you'll understand that I'm referring to an entity known
 16 as II and IS, sometimes doing business as GS2
 17 Enterprises; is that fair?
 18 A. I -- I've always know her as Gail Stanford, but
 19 II and IS does -- does resemble what I know her as, yes.
 20 Q. Do you know if your trip to Scotland was booked
 21 by Gail Stanford?
 22 A. I don't know if that one was, if mine -- mine
 23 personally was, but we have used Gail.
 24 Q. What did you do in Scotland?
 25 A. What did I do in Scotland?

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1 Q. Well, I'll -- I'll ask more generally.
 2 Was the portion of the trip spent in
 3 Scotland, was that business or pleasure?
 4 A. It was visiting -- it was -- it was mainly --
 5 yeah, it was all pleasure and it was visiting where my
 6 family is from on the Isle of Skye with my father.
 7 Q. And how many meetings did AMc have with Wayne
 8 LaPierre during this trip to England and Scotland?
 9 A. Two or three. The only time, to my
 10 recollection, that we saw Wayne LaPierre was in London.
 11 And it sticks out in my mind because we ended up going
 12 to a play that was very odd for Wayne LaPierre to be
 13 attending because the entire play ridiculed Ronald
 14 Reagan and Margaret Thatcher. And he and Susan attended
 15 that play, and I sat right next to Wayne as he ate
 16 candy.
 17 Q. Do you recall whether any NRA-related business
 18 was done on the trip to England and Scotland?
 19 A. If any NRA-related business?
 20 Q. Right. Any -- any -- any work? Do you recall
 21 if any work for the NRA was done on this trip?
 22 A. I think that -- I mean I didn't necessarily
 23 witness -- when you say "business," there were business
 24 discussions.
 25 Q. Do you have any understanding of whether or to

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1 what extent the cost of AMc's travel to England and
 2 Scotland was billed to the NRA?
 3 A. To my knowledge, none of AMc's travel to
 4 Scotland or England was billed to the NRA.
 5 Q. Do you know for sure that it wasn't? Or do you
 6 just lack any indication that it was, if that makes
 7 sense?
 8 A. You're talking seven years ago and I highly
 9 doubt it.
 10 Q. Who would know?
 11 MR. MASON: Objection, foundation.
 12 A. Our accounting department keeps those records.
 13 Q. (BY MS. ROGERS) Okay. AMc has a system for
 14 reviewing employee's business expenses, right?
 15 A. Yes.
 16 Q. First there were paper expense reports and
 17 later you transitioned to Workamajig, right?
 18 A. That is my understanding, yes.
 19 Q. And is that something you've used for your
 20 expenses during your tenure at AMc?
 21 A. Yes.
 22 Q. But Tony Makris' out-of-pocket expenses didn't
 23 go through that system, did they?
 24 MR. MASON: Objection, foundation.
 25 A. I don't have -- I don't have the details of

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1 Tony Makris' expenses.
 2 Q. (BY MS. ROGERS) Is it your understanding that
 3 Tony Makris' expenses may not have been put through
 4 Workamajig?
 5 MR. MASON: Objection, foundation, vague
 6 and ambiguous.
 7 A. I don't know.
 8 Q. (BY MS. ROGERS) Did you ever hear or see Wayne
 9 LaPierre instruct AMc to fail to maintain documentation
 10 for Tony Makris' expenses?
 11 A. Can you ask that one more time?
 12 Q. Sure. Sorry. Did you ever hear or see Wayne
 13 LaPierre instruct AMc that documentation should not be
 14 required for Tony Makris' expenses?
 15 A. No, I never heard or witnessed that.
 16 Q. Did you ever hear or see Wayne LaPierre
 17 instruct AMc that Tony Makris' out-of-pocket expenses
 18 should be, quote, passed through to the NRA?
 19 A. I never heard or witnessed that.
 20 Q. Do you know if AMc ever disclosed to the NRA
 21 that Tony Makris' out-of-pocket expenses were being
 22 passed through to the NRA without being vetted to ensure
 23 a proper business purpose?
 24 MR. MASON: Objection, foundation, assumes
 25 facts not in evidence.

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1 Q. (BY MS. ROGERS) You can answer.
 2 A. Yeah, that was a very long question, but I
 3 never heard or witnessed anything, no.
 4 Q. You currently live on Harris Drive in Oklahoma,
 5 right?
 6 A. I do.
 7 Q. Do any AMc employees service the house on
 8 Harris Drive?
 9 A. No, ma'am.
 10 Q. You previously had a house in Edmond, Oklahoma
 11 that you sold, right?
 12 A. It.
 13 Q. And the real estate broker who represented you
 14 in that transaction was Amy Detwiler, right?
 15 A. In Edmond?
 16 Q. Yes.
 17 A. No.
 18 Q. Has she represented you in other transactions?
 19 A. She has.
 20 Q. In connection with the house on Amhearst?
 21 A. DJ Investments, yes.
 22 Q. Any other Dallas transactions where Amy
 23 Detwiler has represented you or DJ Investments?
 24 A. No, ma'am. She may have assisted us in getting
 25 an apartment. I can't remember that far back. But it

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1 was -- it was not a purchase, it was a rental.
 2 Q. Are you with a restaurant called Landini's?
 3 A. I am, yes.
 4 Q. And it has a affiliated cigar bar, CXIII REX,
 5 right?
 6 A. Yes.
 7 Q. Would it be fair to say that AMc executives
 8 colloquially refer to Landini's and CXIII REX as Landini?
 9 MR. MASON: Objection, foundation.
 10 A. Yes. I mean, I think that some -- many times
 11 it would actually be referred to as "the club" or
 12 Landini's.
 13 Q. (BY MS. ROGERS) Okay. Got it.
 14 How many times did you visit Landini's,
 15 approximately?
 16 A. I don't remember, actually.
 17 Q. Would you say that you were a frequent patron
 18 or infrequent?
 19 A. Well, I don't live there so I wouldn't say that
 20 it was frequent. When I visited there, I would have
 21 more than one meal there.
 22 Q. Were you aware during the course of the NRA
 23 relationship that AMc had a house account at Landini's?
 24 A. I was, yes.
 25 Q. Were you aware that charges incurred on AMc's

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1 house account at Landini's were passed through to the
 2 NRA?
 3 MR. MASON: Objection, foundation, vague
 4 and ambiguous, calls for speculation. It's also
 5 misleading.
 6 A. Yeah, I was -- I'm not -- I'm not sure of the
 7 question there.
 8 Q. (BY MS. ROGERS) Did you have any understanding
 9 of whether charges incurred on AMc's house account at
 10 Landini's were passed through to the NRA?
 11 MR. MASON: Same objections.
 12 A. I didn't have a firm understanding of the
 13 Landini's transactions and how they -- how they
 14 occurred.
 15 Q. (BY MS. ROGERS) Did you have any understanding
 16 as to whether these charges were ultimately paid by the
 17 NRA?
 18 A. I didn't have that understanding.
 19 Q. Do you recall meeting someone named Jackie
 20 Plunkett?
 21 A. I do.
 22 Q. Was that at an in-person meeting in Dallas?
 23 A. I was not there in person. I was on video
 24 conference in Oklahoma City.
 25 Q. Got it.

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1 Melanie Montgomery testified that you had
 2 a difference of opinion at that meeting with
 3 Ms. Plunkett. Does that seem accurate to you?
 4 A. I think we had a debate. I mean -- and to the
 5 extent that it was a difference of opinion in that
 6 debate, then sure.
 7 Q. Do you recall raising your voice during the
 8 debate?
 9 A. I did not.
 10 Q. Do you recall disparaging Ms. Plunkett in any
 11 way?
 12 A. Absolutely not.
 13 Q. Did you leave the meeting before it adjourned?
 14 A. I did not leave the meeting before it adjourned
 15 in terms of the part that I had -- had anything to do
 16 with, but they stayed in the meeting and had other
 17 business that they were going to do. And because I was
 18 in Oklahoma City, I didn't stay on the polycom or the
 19 video conference.
 20 Q. In the aftermath of that meeting, did you make
 21 any comments to the NRA about Ms. Plunkett -- about
 22 Ms. Plunkett's performance during the meeting?
 23 A. I don't recall.
 24 Q. Do you recall expressing to the NRA that
 25 Ms. Plunkett should be fired?

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1 A. I don't think I ever talked about her job
 2 performance. I don't recall talking about her job -- or
 3 I'm sorry, her job security.
 4 Q. Do you recall expressing any other negative
 5 views of Ms. Plunkett to the NRA?
 6 A. No. In fact, I -- you know, I thought that
 7 Ms. Plunkett had very intelligent things to say in
 8 that meeting, and the disagreement was purely when
 9 she decided that she had a opinion as to the
 10 communication strategy for NRATV. And I said that, With
 11 all due respect, you haven't -- you haven't been at the
 12 NRA for that long and I think it's proper to withhold
 13 judgment on the communication strategy until you learn
 14 more.
 15 Q. Who's Josh Himes?
 16 A. Josh Himes is a time lapse photographer and
 17 photographer at Ackerman McQueen.
 18 Q. Does he -- has he historically performed any
 19 other services for the McQueen family apart from
 20 videography?
 21 MR. MASON: Objection, vague and
 22 ambiguous.
 23 A. Can you describe other services?
 24 Q. (BY MS. ROGERS) Sure. Does he maintain Lisa
 25 Lane?

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1 A. Lisa Lane has nothing to do with the McQueen
 2 family --
 3 Q. Okay.
 4 A. -- anymore.
 5 Q. Did he maintain any houses or properties owned
 6 by McQueen family?
 7 MR. MASON: Objection, vague and
 8 ambiguous.
 9 A. Can you define "maintain"?
 10 Q. (BY MS. ROGERS) Sure. Like mow the lawn, trim
 11 the hedges, check up on the amenities, sort of
 12 caretaking functions.
 13 A. Josh Himes is most certainly not a caretaker.
 14 He rents from McQueen family properties, which is
 15 co-owned by myself, my sister Lauren Zanotti and my
 16 other sister Skye Brewer. And he rents a house from us.
 17 And to the extent that he has helped with other
 18 properties, that would be Josh out of the kindness of
 19 his heart, not Josh as a caretaker.
 20 Q. Tammy Payne no longer works for AMc, right?
 21 A. She does not.
 22 Q. She was Angus McQueen's companion, right?
 23 A. Yes.
 24 Q. And her services were also billed to the NRA,
 25 right?

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1 MR. MASON: Objection, foundation.
 2 A. Not to my knowledge.
 3 Q. (BY MS. ROGERS) So to your knowledge, did
 4 Tammy Payne perform work on the NRA account?
 5 A. She did.
 6 Q. And to your knowledge, was that work billed to
 7 the NRA?
 8 A. Can you define "billed"?
 9 Q. Sure. To your knowledge, did the NRA pay
 10 money to AMc in exchange for work performed by Tammy
 11 Payne?
 12 A. To extent that they paid for production
 13 services, but I don't recall Tammy Payne being on any
 14 type of fee or identified in any type of fee.
 15 Q. But her services would have come out of the
 16 appropriate budget line item then, right, if she was in
 17 a fee-based position?
 18 MR. MASON: Objection, foundation.
 19 Q. (BY MS. ROGERS) You can answer if you
 20 understand.
 21 A. Yeah, I mean I -- I think I understand. She
 22 was -- she was a producer at the -- at the company
 23 and -- and, therefore, provided services. And to the
 24 extent that the NRA paid for a production of some kind
 25 and she happened to be the producer, then in a

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1 roundabout way, yes.
 2 Q. Okay. Did -- did Ackerman McQueen have any
 3 legal dispute with Tammy Payne after her departure?
 4 A. Ackerman McQueen did not.
 5 Q. Are you aware of any lawsuit between Ackerman
 6 McQueen and the McQueen family?
 7 A. Tammy Payne filed a lawsuit against me.
 8 Q. And that was settled?
 9 A. Yes, ma'am.
 10 Q. What was the -- what was the nature of that
 11 lawsuit?
 12 MR. MASON: Well, to -- to the extent
 13 that -- I believe there's a confidentiality provision in
 14 the -- in the settlement agreement. I mean if you want
 15 to talk about what was publicly filed, I think that's
 16 fine.
 17 A. She publicly filed an assault claim against me.
 18 Q. (BY MS. ROGERS) And what was the amount of the
 19 settlement?
 20 MR. MASON: I instruct you not to answer
 21 that question based on a confidential settlement.
 22 MS. ROGERS: And when -- and you
 23 understand, Counsel, that you can designate a portion of
 24 the transcript under the protective order, right?
 25 MR. MASON: I do understand that.

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1 MS. ROGERS: Okay. If we end up having
 2 to compel this testimony, are you willing to provide
 3 some kind of supplemental interrogatory response or
 4 deposition testimony from Mr. McQueen?
 5 MR. MASON: I'm more than happy to -- to
 6 discuss it. I need a -- to review the document. And,
 7 obviously, it's a two-way document as well, so I'm more
 8 than happy to have that discussion with you.
 9 Q. (BY MS. ROGERS) Mr. McQueen, are you able
 10 to answer whether the NRA is currently paying legal
 11 fees for Tammy Payne -- I'm sorry, not the NRA. Strike
 12 that.
 13 Are -- are you able to answer whether
 14 Ackerman McQueen is currently paying legal fees for
 15 Tammy Payne?
 16 A. I don't believe so.
 17 Q. Did Ackerman -- you know who Elaine Lammert is,
 18 right?
 19 A. I -- I don't know her. I know the name.
 20 Q. Is it your understanding that Elaine Lammert
 21 was contracted by the Mercury Group and billed to the
 22 NRA?
 23 MR. MASON: Objection, foundation.
 24 A. It is.
 25 Q. (BY MS. ROGERS) You can answer.

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1 A. That is -- that is my understanding.
 2 Q. During the fall of 2018, did Elaine Lammert
 3 perform opposition research on the Brewer Firm at
 4 Ackerman's request?
 5 MR. MASON: Objection, foundation.
 6 A. I don't know anything about that.
 7 Q. (BY MS. ROGERS) If she had performed such
 8 work, would you expect it to be billed to the NRA?
 9 MR. MASON: Objection, foundation, calls
 10 for speculation.
 11 A. I don't want to speculate.
 12 Q. (BY MS. ROGERS) Do you recall Elaine Lammert
 13 reporting to you the results of any research she had
 14 conducted on Bill Brewer in the fall of 2018?
 15 A. I have never met Elaine Lammert, so no.
 16 Q. What about reporting to you by e-mail or
 17 telephone?
 18 A. No.
 19 MS. ROGERS: All right. We've made very
 20 brisk progress, so maybe we can break for ten minutes
 21 and I'll try to finish up.
 22 THE WITNESS: Okay.
 23 MR. MASON: We can go ahead and go off the
 24 record now.
 25 THE VIDEOGRAPHER: Stand by. We're going

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1 off the video record. The time is 5:30 p.m.
 2 (Break was taken.)
 3 THE VIDEOGRAPHER: We are back on the
 4 video record. The time is 5:45 p.m.
 5 MR. MASON: I understand at this point in
 6 time we are past the seven hours allotted under the --
 7 the Federal Rules, but opposing counsel had asked for an
 8 additional ten minutes. And as an accommodation to be
 9 sure that counsel gets answers to the question that
 10 they -- they need, we are going to -- to permit some
 11 additional ten minutes of questioning.
 12 So go ahead, Ms. Rogers.
 13 MS. ROGERS: Thank you very much. And
 14 obviously, we replaced an objection on the record
 15 regarding certain answers that Mr. McQueen was
 16 instructed not to give, and we can revisit those later.
 17 But otherwise it is our hope that we can exhaust our
 18 questioning now.
 19 Q. (BY MS. ROGERS) So, Mr. McQueen, you put in a
 20 declaration in this litigation in support of AMc's
 21 motion to disqualify Brewer, right?
 22 A. I did, yes.
 23 Q. And if I tell you that was filed in March 2020,
 24 would that sound right to you?
 25 A. That sounds right.

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1 Q. And your sister called you and told you that
 2 your declaration was inaccurate, right?
 3 A. She didn't say that it was inaccurate. She
 4 called and took exception to the way that it was being
 5 translated.
 6 Q. And which parts -- so I'll -- to save time, I
 7 won't put this up on the screen unless -- unless you
 8 need me to, but I'll represent to you in your
 9 declaration you state, quote, I have personal knowledge
 10 that Brewer, using family members as channels, has
 11 attempted to communicate with me to influence AMc's
 12 litigation positions and strategy.
 13 Do you recall that testimony?
 14 A. I do.
 15 Q. Okay. Did Skye tell you that that portion was
 16 inaccurate?
 17 A. She -- she translated it to basically claim
 18 that it was inaccurate. I -- I think that she hesitated
 19 on the call with me to fundamentally say inaccurate.
 20 Q. And when you say "family members as channels,"
 21 are you talking about Skye?
 22 A. Talking about Skye Brewer and Lauren Zanotti.
 23 Q. And what messages and threats did Brewer pass
 24 to you using Lauren Zanotti?
 25 A. Well, he didn't talk specifically to Lauren, to

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1 my knowledge.
 2 Q. Was it he talked to Skye and Skye talked to
 3 Lauren?
 4 A. That's the way that I understand it.
 5 Q. I'm going to -- and you also testify that
 6 Brewer, quote, Tried to direct me to break privilege
 7 with my own attorneys so he could tell me how to get out
 8 of this.
 9 Do you recall that testimony?
 10 A. I do.
 11 Q. And did Skye tell you that that was inaccurate?
 12 A. What Skye told me is that -- that what her
 13 comment to me is that Mr. Brewer did not actually
 14 instruct her to tell me to break privilege. But the
 15 message that was given to me from Lauren was that I
 16 should break -- that, you know, according to Bill, I
 17 should break privilege so I can figure out how to get
 18 out of this.
 19 Q. But you testify, quote, he, Bill, tried to
 20 direct me to break privilege, right?
 21 A. I mean can you -- can you put it up?
 22 Q. Yeah, yeah, yeah. So it's -- it's Tab 52. We
 23 can put it up.
 24 A. All right.
 25 Q. All right. I'm looking at Paragraph 36 of Page

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1 Bates label ending 1178.
 2 A. Page 36 of 36?
 3 Q. It's Paragraph 36, Page 10.
 4 All right. So I'm focussing on the
 5 second-to-last line about paragraph, He -- and I think
 6 that refers to Bill Brewer -- tried to direct me to
 7 break privilege.
 8 Do you see that testimony?
 9 A. I do.
 10 Q. Do you believe, sitting here today, that that
 11 testimony is true?
 12 A. I do. Because in context of what I said in
 13 using family members, which I believe that he has been
 14 using family members, he tried to direct me. He never
 15 talked to me specifically, but that's not what that
 16 says, in context.
 17 Q. Right. He never talked to you specifically or
 18 Lauren specifically, right?
 19 A. Right. But he talked to Skye, and Skye talked
 20 to Lauren, and Lauren talked to me.
 21 Q. So the only person he talked to you as part of
 22 this game of telephone is Skye, right?
 23 A. To my knowledge.
 24 Q. And Skye tells you that this is not true,
 25 doesn't she?

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1 A. What Skye tells me is that Bill did not try to
 2 get me to break privilege. But, you know, to be -- to
 3 be fair, that's one person's account when ultimately
 4 I -- what -- what am I going to do, I'm going to pit my
 5 sisters against each other here? Ultimately, she's
 6 saying this isn't true. I'm saying how it was told to
 7 me, that he used family members as channels to attempt
 8 to communicate with me to influence AMC's litigations --
 9 litigation positions and strategy. And this isn't the
 10 only example.
 11 Q. And after Skye told you that this declaration
 12 was inaccurate, you put in another one on June 3rd,
 13 essentially doubling down on the same testimony, right?
 14 A. I did.
 15 Q. During your telephone call -- call with Skye,
 16 when she told you that your May 2020 declaration was
 17 inaccurate, did you tell her what would happen if she
 18 put in a declaration contradicting your testimony?
 19 MR. MASON: Objection, misstates his prior
 20 testimony.
 21 A. Yeah, I don't think that's exactly how I stated
 22 the call went.
 23 Q. (BY MS. ROGERS) Okay. Well, did she tell you
 24 that she was considering putting in a declaration to
 25 correct the record?

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1 A. She did.
 2 Q. And what did you say to that?
 3 A. She told me she was going to put in a
 4 declaration not to correct the record, but to offer her
 5 own point of view.
 6 Q. And what did you tell her would happen if she
 7 did that?
 8 A. I didn't tell her anything would happen. I
 9 said that she would be lining up with the National Rifle
 10 Association against me.
 11 Q. Against you? Or against the family?
 12 A. Against me, and against Ackerman McQueen.
 13 Q. You said that Brewer making statements to Skye,
 14 who then relied them either to Lauren or to you is not
 15 the only example of him using family members to channel
 16 threats; is that accurate?
 17 A. No. The only example wasn't to break
 18 privilege.
 19 Q. Okay.
 20 A. Or sorry, that was not clear English, but I
 21 think you know what I'm saying.
 22 Q. I think I know what you're saying.
 23 So, in other words, there's -- there's a
 24 number of allegations you make that Brewer used his
 25 family to convey threats to you or to Ackerman, right?

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1 A. Threats and other information, yes.
 2 Q. And are you aware of -- are -- are you alleging
 3 that he used any family members other than Skye to
 4 initiate and channel these communications?
 5 A. I don't know who he's talked to.
 6 Q. Can you identify anyone other than Skye that
 7 you alleges he's talked to?
 8 A. I don't -- I'm not alleging anything. I don't
 9 know who he has talked to. I know he has talked to
 10 Skye.
 11 Q. Do you know of anyone else in the family he's
 12 talked to to convey purported threats?
 13 A. I -- I don't know who he has talked to in the
 14 family.
 15 Q. Can you identify -- can you name anyone else
 16 he's talked to in the family to convey purported
 17 threats?
 18 MR. MASON: It's been asked and answered.
 19 A. Anyone other than Skye?
 20 Q. (BY MS. ROGERS) Right.
 21 A. No. I don't know who he has talked to.
 22 Q. All right. I'll put them up -- I'll put them
 23 up if you need me to, but they're pretty prominent
 24 documents in this case. There are several letters
 25 signed by Bill Winkler on April 22nd, 2019, to NRA

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1 leadership regarding certain expenses.
 2 Are you familiar with those letters?
 3 A. I'm familiar with the letters, yes.
 4 Q. Who drafted them?
 5 MR. MASON: Objection, foundation.
 6 Q. (BY MS. ROGERS) Do you know who drafted them?
 7 A. Our attorneys and Bill.
 8 Q. Winkler, right?
 9 A. Correct.
 10 Q. Did you participate in drafting them?
 11 A. I participated in looking at them, as well
 12 as -- as well as others. But I did not participate in
 13 drafting.
 14 Q. Who made the decision to send those letters?
 15 MR. MASON: Objection, foundation.
 16 A. Sorry, say it one more time, please.
 17 Q. (BY MS. ROGERS) Do you know who made the
 18 decision to send those letters?
 19 A. It was a group of -- it was a group of us in
 20 conjunction with our counsel.
 21 Q. Which counsel?
 22 A. This would have been Jay Madrid at Dorsey.
 23 Q. And when was the decision made to send those
 24 letters?
 25 MR. MASON: Objection, foundation.

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1 A. I don't recall exactly when.
 2 Q. (BY MS. ROGERS) Do you recall approximately
 3 how much time elapsed between when the decision was made
 4 to send letters of this nature and when they were
 5 finally drafted and sent?
 6 MR. MASON: Objection, foundation, calls
 7 for speculation.
 8 A. I don't recall how much time elapsed.
 9 Q. (BY MS. ROGERS) Did you know that the letters
 10 were going to be shown to Colonel North?
 11 A. No.
 12 MR. MASON: Objection, foundation, calls
 13 for speculation.
 14 A. I don't want to speculate and -- no.
 15 Q. (BY MS. ROGERS) You're aware that the
 16 documents attached to the letters were subsequently
 17 leaked on the Internet, right?
 18 MR. MASON: Objection, foundation, calls
 19 for speculation.
 20 A. I'm not aware of any leaks.
 21 Q. (BY MS. ROGERS) Well, are you aware that the
 22 documents attached to the letters were subsequently
 23 uploaded to BitTorrent?
 24 MR. MASON: Objection, foundation.
 25 A. I don't know where they were uploaded.

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1 Q. (BY MS. ROGERS) Are you aware that the
 2 documents attached to the letters were subsequently
 3 provided to the press?
 4 MR. MASON: Objection, foundation.
 5 A. I'm not aware. I -- I know that they showed up
 6 in a Bee article so I assume -- I can't say "assume,"
 7 that's speculation.
 8 THE REPORTER: In a what article, sir.
 9 THE WITNESS: I know that they showed up
 10 in an article.
 11 MR. MASON: Counsel, we're at our -- our
 12 ten-minute mark here.
 13 MS. ROGERS: Okay. All right.
 14 Q. (BY MS. ROGERS) Were you -- were you made
 15 aware by Lauren that Skye had overheard a telephone
 16 conver- -- a telephone call from Wayne LaPierre during
 17 the week of the April 2019 annual meeting wherein Wayne
 18 LaPierre expressed that he was being extorted?
 19 A. Lauren didn't say anything about overhearing a
 20 telephone call. Lauren called me and said that Skye had
 21 told her that Bill -- and I'm quoting, I'm not trying to
 22 be informal --
 23 Q. Uh-huh.
 24 A. -- but that Bill said that dad and Revan have
 25 committed a crime and Wayne wants Bill to call the

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1 Justice Department.
 2 MR. MASON: All right. I think we're -- I
 3 think we're done.
 4 MS. ROGERS: Okay. All right. Thank you,
 5 sir.
 6 MR. MASON: Thank you.
 7 THE WITNESS: Thank you, Ms. Rogers.
 8 MS. ROGERS: Thank you.
 9 THE VIDEOGRAPHER: This is the
 10 videographer -- oh, sorry. Were you going to say
 11 something, Ms. Rogers?
 12 MS. ROGERS: Oh. I said we can go off.
 13 THE VIDEOGRAPHER: Okay. Mr. Mason, would
 14 you like to order a copy of the video?
 15 MR. MASON: I do not need a copy of the
 16 video.
 17 THE VIDEOGRAPHER: Ms. Rogers, would you
 18 like yours synced or unsynced?
 19 MS. ROGERS: Synced. And I think -- I
 20 think we have a standard order. I'll just get whatever
 21 we usually get.
 22 THE VIDEOGRAPHER: Okay. Copy. Okay.
 23 And madam court reporter, do you have
 24 anything?
 25 THE REPORTER: Off the record.

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1 THE VIDEOGRAPHER: Stand by. We're going
 2 off the record in the video conference deposition of
 3 Revan McQueen. We're going off the record on Monday,
 4 August 23rd, 2021 at 5:57 p.m.
 5 (End of Proceedings.)
 6 (Exhibit No. 21 was marked.)
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