

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

PEOPLE OF THE STATE OF NEW YORK, BY  
LETITIA JAMES, ATTORNEY GENERAL OF  
THE STATE OF NEW YORK,

Plaintiff,

v.

THE NATIONAL RIFLE ASSOCIATION OF  
AMERICA, WAYNE LAPIERRE, WILSON  
PHILLIPS, JOHN FRAZER, and JOSHUA  
POWELL,

Defendants.

Index No. 451625/2020  
Hon. Joel M. Cohen

**DEFENDANT WILSON H. PHILLIPS’S STATEMENT OF UNDISPUTED MATERIAL  
FACTS PURSUANT TO RULE 19-a**

Defendant Wilson H. Phillips (“Phillips”), pursuant to Commercial Division Rule 19-a, and the Individual Rules of this Court, submits this Statement of Undisputed Facts in support of his Motion for Summary Judgment. Citations herein are to the documents annexed to the Affidavit of Rebecca M. Loegering dated February 10, 2023 (“Loegering Aff.”), which is submitted herewith.

**A. The Consulting Agreement**

1. Mr. Phillips served as the Treasurer and Chief Financial Officer of The National Rifle Association (“NRA”) from 1993 to 2018. (*See* Loegering Aff. Ex. C, Phillips Dep. 18:8-11.).

2. Mr. Phillips retired from the NRA in the fall of 2018. (*See* Loegering Aff, Ex. C, Phillips Dep. 18:12-21.)

3. Prior to his retirement from the NRA, Mr. Phillips entered into an Independent Consulting Agreement with an effective date of December 31, 2018. (*See* Loegering Aff. Ex. D,

Phillips Dep. Ex. 3; *see also* Loegering Aff. Ex. C, Phillips Dep. 78:4-12).

4. NRA President Pete Brownell and NRA Vice-President Carolyn Meadows signed and executed the Consulting Agreement on behalf of the NRA in May 2018. (*See* Loegering Aff. Ex. D, Phillips Dep. Ex. 3; Loegering Aff. Ex. C, Phillips Dep. 77:8-25–78:1-3).

5. Steven Hart, counsel to the Board of Directors, presented the Consulting Agreement to Mr. Brownell for his signature. (*See* Loegering Aff. Ex. H, Brownell Dep. 200:17–208:9).

6. Counsel for Mr. Phillips, Mr. Dycio, negotiated the terms of the Consulting Agreement on Mr. Phillips’s behalf. (*See* Loegering Aff. Ex. C, Phillips Dep. 71:6-21; 81:21-24).

7. Mr. Phillips countersigned the Consulting Agreement on his own behalf. (*See* Loegering Aff. Ex. D, Phillips Dep. Ex. 3).

8. The Consulting Agreement required Mr. Phillips to perform post-retirement services for the NRA for a period of four years in exchange for a fee of \$30,000 per month and reimbursement of certain expenses related to those services, including providing rented office space for Mr. Phillips. (*See* Loegering Aff. Ex. D, Phillips Dep. Ex. 3 at ¶¶ 1.b.i – ii; 2.a-b; 3.).

9. Pursuant to the Consulting Agreement, Mr. Phillips was required to “provide advisory services and the benefit of his expertise in all appropriate areas including, but not limited to, areas related to his prior duties as CFO and Treasurer of the Organization.” The Consulting Agreement also required Mr. Phillips to “coordinate activities with NRA’s Executive Vice President, Treasurer and CFO and Executive Director, Office of Advancement, to build and maintain relationships with major gifts donors, identify and cultivate relationships with fundraising partners and identify prospective high net worth individuals to solicit for major gifts.” The Consulting Agreement further required Mr. Phillips to “communicate periodically with NRA employees, officers, board members and others as deemed necessary in the performance of stated

services.” (See Loegering Aff. Ex. D, Phillips Dep. Ex. 3 at ¶ 1.b.i – ii).

10. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] (See Loegering

Aff. Ex. E, Phillips Dep. Ex. 5 at Bates NRA-BK-00040373).

11. Mr. Phillips performed his obligations under the Consulting Agreement, including investigating the potential for an online education program affiliated with the NRA, working on the Young Guns program, and maintaining contact and relationships with NRA donors in Texas. (See Loegering Aff. Ex. C; Phillips Dep. 83:4–86:18).

12. Consistent with the terms of the Consulting Agreement, the NRA paid Mr. Phillips a monthly fee and reimbursement of office rental expenses for approximately 5 months before ceasing to comply with its payment obligations. (See Loegering Aff. Ex. E, Phillips Dep. Ex. 5; see also Ex. C; Phillips Dep. 85:25–86:1-6; 87:20-25–88:1-13; 93:16-25–94:1-7).

**B. The HomeTelos Contract**

13. In September 2014, the NRA contracted with HomeTelos L.P. to develop software for a website to support the NRA’s Outdoors Outfitters programs. (See Loegering Aff. Ex. F, Phillips Dep. Ex. 20; see also Ex. G, Phillips Oct. Dep. 50:19-25– 52:17).

14. Mr. Phillips introduced NRA staff members, including Tony Hayes, the NRA’s Managing Director of Information Services, to HomeTelos. (See Loegering Aff. Ex. G, Phillips Oct. Dep. 50:4-11).

15. Mr. Phillips was in a romantic relationship with the principal of HomeTelos from approximately 2005 to 2010, and afterward maintained a friendship with her. (See Loegering Aff.

Ex. C, Phillips Dep. 108:3-23).

16. Both Mr. Phillips and Mr. Hayes negotiated the terms of the HomeTelos Contract and prepared the Business Case Analysis. (*See* Loegering Aff. Ex. F, Phillips Dep. Ex. 20; Loegering Aff. Ex. C, Phillips Dep. 230:2-6).

17. [REDACTED]

[REDACTED] (*See* Loegering Aff. Ex. J, Cotton Dep. Ex. 20 at Bates NRA-NYAG-00008038-39; Loegering Aff. Ex. I, Cotton Dep. 362:17–364:3; 387:24–388:16).

18. Michael Blaz from the NRA’s Office of General Counsel reviewed the Business Case Analysis and proposed contract. The NRA’s Executive Vice President, President and First Vice President all approved the HomeTelos Contract, as well, before Mr. Phillips executed it on behalf of the NRA. (*See* Loegering Aff. Ex. F, Phillips Dep. Ex. 20; Loegering Aff. Ex. C, Phillips Dep. 231:5-16).

19. The Contract Review Signature Sheet contains the signature of Michael Blaz of the NRA’s Office of General Counsel, dated September 2, 2014. (*See* Loegering Aff. Ex. F, Phillips Dep. Ex. 20).

20. The Contract Review Signature Sheet also contains signatures of NRA President James W. Porter, Executive Vice-President Wayne LaPierre dated September 5, 2014, and First Vice President Allan D. Cors dated September 13, 2024. (*See* Loegering Aff. Ex. F, Phillips Dep. Ex. 20; Loegering Aff. Ex. C, Phillips Dep. 231:5-16).

21. Mr. Phillips executed the HomeTelos Contract on behalf of the NRA on September 24, 2014. (*See* Loegering Aff. Ex. F, Phillips Dep. Ex. 20; *see also* Ex. C, Phillips Dep. 231:5-

16).

22.

[REDACTED]

[REDACTED]

(See Loegering Aff. Ex. J, Cotton Dep. Ex. 20

at Bates NRA-NYAG-00008038-39).

Dated: February 10, 2023  
Dallas, Texas

Respectfully Submitted,

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