

EXHIBIT A

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, INC., WAYNE LAPIERRE,
WILSON PHILLIPS, JOHN FRAZER, and
JOSHUA POWELL,

Defendants.

Index No. 451625/2020

EXPERT DISCLOSURE

Pursuant to the Fifth Revised Scheduling Order dated August 11, 2022 and the requirements of CPLR § 3101(d)(1)(i) and Commercial Division Rule 13(c), plaintiff People of the State of New York by Letitia James, Attorney General of the State of New York makes the following disclosures concerning Eric A. Hines, an expert witness she intends to call at trial as part of her case-in-chief:

I. The Expert’s Opinion

A. A complete statement of all opinions Mr. Hines will express and the basis for those opinions is set forth in Mr. Hines’ expert report which is annexed hereto as Exhibit A.

B. The data or other information considered by Mr. Hines in forming the opinion(s) is set forth in a list annexed hereto as Appendix 2 of Exhibit A.

II. Expert’s Qualifications and Compensation

A. Mr. Hines’ qualifications are set forth in his report and in his *curriculum vitae*

annexed hereto as Appendix 1 of Exhibit A.

- B. A list of all publications authored by Mr. Hines in the previous ten years is included within Appendix 1 of Exhibit A.
- C. A list of all other cases at which Mr. Hines testified as an expert at trial or by deposition during the previous four years is included within Appendix 1 of Exhibit A.
- D. A statement of the compensation to be paid to Mr. Hines for the study and testimony in this case is included within his expert report annexed hereto as Exhibit A.

Date: September 16, 2022
New York, New York

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No. 451625/2020

EXPERT REPORT OF ERIC HINES, CPA, CFF, CHC

SEPTEMBER 16, 2022

CONFIDENTIAL

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I. QUALIFICATIONS

1. I, Eric Hines, am a partner with StoneTurn Group LLP (“StoneTurn”) in Boston, Massachusetts. StoneTurn is a global advisory firm that assists companies, their counsel and government agencies on regulatory, risk and compliance issues, investigations, and business disputes.

2. I hold a bachelor’s degree in business administration with a concentration in accounting from the University of Massachusetts at Amherst. I am a Certified Public Accountant (“CPA”) licensed in the Commonwealth of Massachusetts, Certified in Financial Forensics (“CFF”) by the American Institute of Certified Public Accountants,¹ and Certified in Healthcare Compliance (“CHC”) by the Compliance Certification Board.

3. Prior to joining StoneTurn, I was with the forensic accounting practice of Deloitte & Touche LLP, an auditor with Arthur Andersen LLP, and a part-time instructor of forensic accounting at Northeastern University in Boston. **Appendix 1** includes my curriculum vitae with information concerning my qualifications and experience, publications in the past ten years, and my deposition, arbitration, and trial testimony.

4. I have over twenty-two years of experience as a forensic accountant, auditor and consultant in dispute, compliance, general business consulting, and investigation-related matters. My experience includes consulting work across a variety of industries, including non-profits, government, pharmaceuticals, telecommunications, software, energy, media & entertainment, financial services, insurance, manufacturing, consumer products, and healthcare. I have significant experience evaluating compliance with policies, procedures and internal controls for government and private sector clients, including on court-required monitorships and assignments for public companies and privately held clients. Many of these matters involved the review of financial information, non-financial and operational metrics, and information related to internal controls and compliance programs.

¹ The American Institute of Certified Public Accountants (“AICPA”) states that the CFF credential is “granted exclusively to professional accountants (as deemed by a governing body) who demonstrate considerable expertise in forensic accounting through their knowledge, skills, and experience.” Those with the CFF credential have “both core and specialized financial forensic accounting concepts that CPAs possess to collect, analyze and evaluate evidential matter and to interpret and communicate findings in the courtroom, boardroom or other legal or administrative venue.” Certified in Financial Forensics (CFF) Credential Overview from aicpa.org.

5. My experience includes performing forensic analyses of financial statements, accounting information and other business records, tracking the flow of financial transactions, performing complex business modeling, evaluating and testing the design and operation of policies, procedures and internal controls, investigating and assessing potential conflicts of interest, identifying fraud risk indicators, conducting kickback investigations, calculating financial damages, evaluating regulatory fines and penalties, including those related to False Claims Act violations, data analytics, and conducting financial statement and compliance audits across a number of industries. I have also been engaged by corporations, individuals, and state and federal agencies to perform forensic analyses, internal controls and compliance reviews, and consulting engagements, including for the Department of Justice (“DOJ”) and state regulatory agencies. I have served as a consultant for investigation and litigation matters on hundreds of forensic engagements and as an expert witness in litigation at deposition, trial, and arbitration.

II. SCOPE OF SERVICES²

6. StoneTurn has been retained by the New York State Office of the Attorney General, Charities Bureau (“Counsel” or “OAG”) in connection with its representation of the People of the State of New York, in the matter against the National Rifle Association of America, Inc. (“NRA”), Wayne LaPierre (“LaPierre”), Wilson “Woody” Phillips (“Phillips”), John Frazer (“Frazer”), and Joshua Powell (“Powell”), (collectively, “Defendants”).

7. I have been engaged to conduct an analysis of the NRA, including Defendants’ adherence to policies, procedures, and internal controls; to perform quantitative analysis of financial transactions related to alleged acts of self-dealing and mismanagement by Defendants of NRA charitable funds; and to evaluate whether the facts and circumstances for specific areas within the scope of my report include fraud risk indicators. The categories of financial transactions and business arrangements considered in my analysis included, but were not limited to:

- The Defendants’ expenditures and arrangements with vendors that have been alleged to have been non-compliant with required NRA policies, procedures, and internal controls;

² As used herein, other than references to my education and experience, “I” and “We” shall mean either me personally or those StoneTurn professionals acting under my supervision. Also, “My”, “Our”, and “Us” shall refer to actions taken by me personally or by those StoneTurn professionals acting under my supervision.

- The Defendants' expenditures and related procurement and reimbursement arrangements for goods and services that have been alleged to be excessive or otherwise improper by the OAG, such as travel costs, meals, entertainment, and other expenses;
- The Defendants' disclosures, or lack thereof, around conflicts of interest with vendors of the NRA that have been alleged to have been non-compliant with required NRA policies, procedures, and internal controls; and
- The Defendants' expenditures and arrangements with certain former employees and NRA board members that have been alleged to have been non-compliant with required NRA policies, procedures, and internal controls.

8. Based on my experience, education, and training, I have performed analyses using the information and materials considered in **Appendix 2** and cited in this report. My work on this matter has been conducted in accordance with the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Forensic Services No. 1, which provides guidance to CPAs providing forensic services to clients.³

9. My opinions in this matter, discussed herein, are not intended to, and do not, represent legal opinions. The analyses included in this report have been prepared based upon information made available to me to date. In the event additional information becomes available, I reserve the right to amend or supplement my opinions.

III. COMPENSATION

10. StoneTurn is compensated for my services, and additional StoneTurn professionals working under my direction, at hourly rates attached as **Appendix 3** to this report. StoneTurn's compensation is not based upon the conclusions reached in this matter or its outcome.

IV. SUMMARY OF OPINIONS

11. This report outlines findings and opinions from my analyses of the record evidence in this matter, including documents, testimony, transactional data, and related reference materials commonly used in my profession. My opinions are based on my professional experience,

³ "Forensic accounting services generally involve the application of specialized knowledge and investigative skills by a member to collect, analyze, and evaluate certain evidential matter and to interpret and communicate findings (forensic services)." (AICPA Statement on Standards for Forensic Services No. 1)

education, and training, including my experience evaluating organizational policies, procedures, and internal controls, analyzing complex accounting and financial information, and identifying fraud risk indicators.

12. My analyses included detailed review of certain NRA business activities, arrangements, and financial transactions, including, but not limited to, vendor contracts and associated payments, travel and entertainment expenses, and conflicts of interest disclosures. I have set forth my detailed findings and opinions with respect to each of these topic areas in this report and at a summary level in this executive summary.

13. I have also considered whether my findings and opinions, when taken together, highlight patterns, trends, and key thematic findings regarding the NRA's business practices and controls warranting discussion in this report. These key thematic findings and opinions are discussed below.

A. SUMMARY OF OPINIONS ABOUT THE NRA'S CONTROL ENVIRONMENT

14. Based on my professional experience, education, and training, my analyses of the record evidence has led me to conclude that the NRA's control environment has been ineffective, particularly with respect to processes and controls around expenditures, including purchasing, contract review and approval, and disclosures of conflicts of interest.⁴ This "ineffectiveness" has been due, in large part, to poor Tone at the Top ("TATT") at the NRA. TATT refers to the attitudes and cultural mindset regarding internal controls pushed down through the organization by senior officers and directors, including the Defendants.

15. My findings show a pattern of the Defendants (those charged with setting TATT), and other NRA personnel, failing to follow established policies, procedures and internal controls, ignoring Board policy directives, circumventing said policies, procedures, and controls, and not disclosing

⁴The Committee on Sponsoring Organizations ("COSO"), the most common reference source for internal control guidance, specifically states that "(t)he control environment is the set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. The board of directors and senior management establish the tone at the top regarding the importance of internal control including expected standards of conduct. Management reinforces expectations at the various levels of the organization. The control environment comprises the integrity and ethical values of the organization, the parameters enabling the board of directors to carry out its oversight responsibilities, the organizational structure and assignment of authority and responsibility, the process for attracting, developing, and retaining competent individuals, and the rigor around performance measures, incentives, and rewards to drive accountability for performance. The resulting control environment has a pervasive impact on the overall system of internal control."

relevant information to interested stakeholders. This report includes numerous examples of such situations, particularly with respect to the company's expenditure processes and controls involving not only purchasing, contract review and approval, but also disclosures around potential conflicts of interest. All of the findings included in this report regarding failure to follow policies, procedures, and internal controls involved one or more of the individual Defendants directly, and, of course, the NRA broadly.

16. My review of the record evidence indicates that when violations of established policies, procedures, and internal controls were identified or otherwise known, the NRA, including individual Defendants in their roles as officers and executives (again, those charged with TATT), often failed to enforce existing policies, impose disciplinary or other accountability measures, and/or take corrective action and remediate known internal control weaknesses.⁵ Where disciplinary or accountability measures were taken, they were inconsistently applied, depending on the individuals involved, and/or did not follow policy standards.

17. In fact, concerns about weaknesses in the control environment, TATT, and related internal controls around specific processes have been raised repeatedly over a number of decades by NRA employees, Board members, and other parties, dating as far back as at least the 1990's. The concerns raised by NRA insiders at that time were consistent with many of the observed issues regarding TATT more broadly, specific policies, procedures, and internal controls, and arrangements with vendors identified in my analyses.

B. SUMMARY OF OPINIONS FROM ANALYSIS OF SPECIFIC VENDORS, ARRANGEMENTS AND BUSINESS PRACTICES

18. I have described details about my analyses and related findings and opinions pertaining to specific vendors, arrangements, and NRA business practices subsequently in this report. A summary of the key findings and opinions related to each of these discreet areas has been included in this executive summary below.

19. **Membership Marketing Partners and Related Entities ("MMP Entities")** were, collectively, one of the NRA's largest vendors, providing the NRA with membership, fundraising,

⁵ Various NRA policy documents highlight that officers and directors bear responsibility for ensuring policies are communicated, understood, and complied with. See, e.g., NRA Statement of Corporate Ethics (NRA-NYAGCOMMDIV-00007677). This policy statement notes that failure to comply "may result in dismissal [from] employment or other disciplinary action."

and promotion services. The NRA paid the three MMP Entities over \$135.2 million in Management Fees from December 2011 through December 2021.⁶ Formal approval processes required by NRA policy were not followed with respect to the MMP Entities' contracts. In addition, NRA employees, including the Executive Vice President ("EVP"), did not disclose all conflicts of interest related to receiving and personally benefitting from, gifts and entertainment from the MMP Entities' owner, including trips and use of luxury yachts in the Bahamas.

20. **Ackerman McQueen** ("Ackerman") was one of the NRA's largest vendors, providing the NRA with advertising and marketing services. Contractual documentation and other record evidence show that virtually all aspects of the Ackerman relationship were overseen by the EVP. The NRA paid Ackerman (and related party Mercury) over \$205.0 million in fees from June 2013 through February 2020,⁷ under contracts that were not subject to the formal review and approval processes required by NRA policy.

21. In addition to the non-compliance with procurement policies, the NRA also processed and paid millions of dollars in "out-of-pocket expenses" submitted by Ackerman for expenditures incurred by Ackerman and NRA employees without review and verification that the goods and services comprising the associated invoices were received or appropriate, as required by NRA policies. The expenses "passed through" Ackerman on behalf of NRA employees circumvented the review and approval processes required for NRA employee travel and reimbursable business expenses, and said expenses were not supported by contemporaneous evidence of the purported business purpose. These expenses often included luxury hotels, black car transportation, lavish meals, and other charges that may not have otherwise been paid if they had been subject to appropriate oversight.

22. **Under Wild Skies, Inc.** ("UWS") produced a television program of the same name of which the NRA has been a sponsor since the 1990s. In return for its sponsorship, the NRA received various forms of advertising during the televised program. In the early years of their business relationship, the NRA paid UWS without the benefit of a written contract or required review and approvals. More recently, the NRA paid UWS over \$12.4 million from 2015 through 2019 under

⁶ See **MMP.4 - MMP Entity Combined Annual Management Fee Changes per Year.**

⁷ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627). See **ACH.1 – Summary of NRA Payments per ACH Schedule.**

agreements that did not follow required review and approval processes under NRA policy.⁸ Furthermore, the NRA paid an additional \$2.3 million⁹ to UWS President (who is also the President of the Ackerman-owned Mercury Group and a personal friend of the NRA EVP), without evidence of a written contract. Lastly, NRA employees, including the EVP, did not disclose conflicts of interest resulting from receiving, and personally benefitting from, gifts and entertainment from UWS, including all-expenses paid international hunting trips.

23. **Gayle Stanford (“Stanford”)** was the NRA EVP’s personal “travel consultant” and provided services to the NRA from approximately 1993 through 2020. Ms. Stanford, through several business entities, was paid over \$2.7 million in fees¹⁰ without a written contract (until 2019) or other review and approval processes required by NRA policy. In addition to non-compliance with procurement policies and having no written contract, the NRA also processed and paid out-of-pocket expenses submitted by Ms. Stanford (through her two companies) without review and verification that the goods and services in the invoices were received, as required by NRA policies. These expenses often included luxury hotels, black car transportation, lavish meals, and other charges that may not have otherwise been paid if they had been subject to appropriate oversight. In addition, I observed numerous anomalies and inconsistencies with the “travel consultant” billing practices and related documentation that are consistent with fraud risk indicators designed to evade scrutiny.

24. **Several NRA Former Employees and Board Members** were paid under contracts to provide “consulting” or other services to the NRA without the arrangements being subject to review and approval processes required by policies, and, in the case of Board members, required by NRA bylaws. These contracts were generally negotiated and signed by individual Defendants, including Mr. LaPierre and Mr. Philips. These contracts resulted in millions of dollars in expenses to the NRA without proper authorization or verification that the underlying services were provided by the respective individuals.

⁸ NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380). See **GL.1 – Summary of NRA Payments per General Ledger Details.**

⁹ NRA General Ledger Detail, 2015-2018 (NRA-NYAGCOMMDIV-01537374 – 01537377). See **UWS.3 – Supplemental Income Payments.**

¹⁰ See **Table TRAVEL CONSULTANT.1: Total Stanford Compensation**

25. **McKenna & Associates** was a vendor that provided the NRA with fundraising consulting and other strategic consulting services. The NRA compensated McKenna over \$10.8 million from 2013 through 2020¹¹ without following review and approval processes required by NRA policy. The NRA and McKenna did not have fully executed contracts, or related statements of work, during the majority of the relationship. In addition, the wife of Defendant, Mr. Powell, worked as a consultant for McKenna, including on NRA projects, but this conflict of interest was not subject to appropriate disclosure, review or approval processes in advance, as required by NRA policy.

C. SUMMARY OF OPINIONS REGARDING FRAUD RISK INDICATORS

26. In addition to observing trends and weaknesses in the NRA's control environment, TATT, and operation of internal controls, my analyses also found the presence of fraud risk indicators (or red flags) in each of the distinct areas I studied. These red flags, which stemmed from arrangements and circumstances directly or indirectly involving the individual Defendants, included but were not limited to:

- Transactions and billing arrangements that appeared overly complex, such as multiple contracts with a single counterparty for the same services and "off-book" billing arrangements;
- Contracts that were poorly documented and awarded without following required policies and procedures;
- Documentation that was missing, inadequate, or appeared to be altered;
- Inadequate disclosure or non-disclosure regarding actual or perceived conflicts of interest.

V. BACKGROUND

27. The New York State Office of the Attorney General, Charities Bureau alleges that Mr. LaPierre, Mr. Phillips, Mr. Frazer, and Mr. Powell exploited NRA charitable funds for personal

¹¹ Wells Fargo ACH Records, 2013 through 2020, for NRA account ending x8228 (NYAG-WF-01167627). See **ACH.1 – Summary of NRA Payments per ACH Schedule**.

benefit, and the benefit of a close circle of NRA staff, board members, and vendors, contrary to their statutory duties of care, loyalty, and obedience to the mission of the charity.¹²

28. The Original Complaint was filed in August 2020. In January 2021, LaPierre, without first obtaining the approval of the full Board, filed a petition under Chapter 11 of the U.S. Bankruptcy Code in Texas. The Court dismissed the proceeding and concluded the bankruptcy petition was not filed in good faith. The Second Amended Complaint was filed in May 2022.

29. The individual Defendants held high ranking, executive positions within the organization during their tenure at the NRA. I understand that as a not-for-profit corporation operating in the State of New York, the NRA, and its directors, officers, or key persons had fiduciary duties to the organization and were required to act with “undivided loyalty to the corporation in the management and investment of institutional funds of the corporation.”¹³ The NRA, and its directors, officers, and key persons, were required to comply with relevant New York State and federal laws as a tax-exempt charitable organization, including those governing the use of funds, conflicts of interest, regulatory reporting, and adoption and oversight of policies, procedures, and controls, and appropriate oversight of use of charitable property, among other requirements.

30. Mr. LaPierre has been with the NRA for more than thirty years. During his tenure at the NRA, Mr. LaPierre has held officer positions, including serving as the EVP since the early 1990s, and has been an *ex officio* member of the Board of Directors and Executive Committee. In his role, he acts as the Chief Executive Officer of the NRA and under the NRA’s bylaws is responsible to “direct all of the affairs of the Association in accordance with the programs and policies established by the Board of Directors.”¹⁴

31. Mr. Powell was with the NRA for almost four years. During his tenure at the NRA, Mr. Powell has held officer positions, including as Chief of Staff, Executive Director of General Operations, and “Senior Strategist” until his termination in 2020. Mr. Powell served as an *ex officio* member of the Board of Directors in his role as Executive Director of General Operations.¹⁵

¹² Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 1.

¹³ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 12.

¹⁴ Amended Verified Answer of Defendant Wayne LaPierre, April 12, 2022, pgs. 4-5; Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 8.

¹⁵ Amended Verified Answer of Defendant Wayne LaPierre, April 12, 2022, pg. 28; Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 8.

32. Mr. Phillips was with the NRA for twenty-six years. During his tenure at the NRA, Mr. Phillips served as Treasurer and Chief Financial Officer, and was an *ex officio* member of the Board of Directors from 1993 through his retirement in 2018.¹⁶

33. Mr. Frazer has been with the NRA for nearly thirty years. During his tenure at the NRA, Mr. Frazer served as Secretary and General Counsel, and was an *ex officio* member of the Board of Directors since at least 2015.¹⁷

VI. PROCEDURES PERFORMED

A. SUMMARY OF PROCEDURES

34. I have been asked by Counsel to analyze the record evidence in this matter pertaining to various allegations in the Second Amended Complaint and provide findings and opinions using my specialized skills, education, experience, and training in forensic accounting and financial controls. In conducting my work, I have complied with standards and utilized methodologies applicable to Certified Public Accountants with specialization in forensic accounting, including those Certified in Financial Forensics. These standards and methodologies are generally accepted in my profession and subject to review by my peers. I have also considered applicable professional literature commonly cited and referenced by forensic professionals for investigations, litigation consulting matters, and other engagements involving the assessment of controls and risks of financial fraud, waste, and abuse.

35. For the specific topics areas in the scope of my report, my analyses included procedures to evaluate NRA's adherence to policies, procedures, and internal controls, quantitatively analyze financial transactions at issue, including those involving the use of NRA charitable funds, and evaluate whether the facts and circumstances for relevant topic areas are consistent with fraud risk indicators commonly observed by forensic accounting professionals.

36. The procedures I have employed on this matter generally included the following:

¹⁶ NRA First Amended Answer to Amended and Supplemental Complaint and Counterclaims, April 15, 2022, pg. 34; Plaintiff's Second Amended Verified Complaint, May 2, 2022, pg. 9.

¹⁷ Id.

- Analysis of financial transaction data provided by the NRA, including entries for payment transactions in the NRA's general ledger, see Exhibit **GL.1: Summary of NRA Payments per General Ledger Details (January 2015 - December 2021)**¹⁸
- Analysis of certain financial transaction information for payments from NRA's bank accounts provided by the NRA's banking institution, see Exhibit **ACH.1: Summary of NRA Payments per ACH Schedule (June 2013 - February 2020)**;¹⁹
- Analysis of accounting and underlying business records pertaining to relevant topic areas, such as vendor invoices, contracts, emails, correspondence, and supporting receipts;
- Review of NRA audited financial statements, with accompanying footnotes and opinions of independent auditors;
- Review of regulatory reports, including IRS Form 990s and CHAR500 filings and certifications;²⁰
- Review of witness testimony regarding relevant topic areas;
- Comparison and corroboration of accounting and business documents, financial data, policy documentation, and witness testimony to one another;
- Review of relevant policies, procedures, and internal controls;

¹⁸ A general ledger is the system of record for an organization to record financial accounting transactions. The NRA provided limited general ledger data consisting of expenses greater than \$1K from 2015 through 2021 (NRA-NYAGCOMMDIV-01537374-01537380).

¹⁹ These bank transactions include ACH disbursements processed through an NRA Wells Fargo account from 2013 through 2020 (NYAG-WF-01167627). ACH transactions are a form of bank-to-bank transfer of funds processed through a clearing house. Payments in the form of physical check, direct bank-to-bank wire, or cash would not be included in this total amount.

²⁰ The IRS notes Form 990 "is the IRS' primary tool for gathering information about tax-exempt organizations, educating organizations about tax law requirements and promoting compliance. Organizations also use the Form 990 to share information with the public about their programs. Additionally, most states rely on the Form 990 to perform charitable and other regulatory oversight and to satisfy state income tax filing requirements for organizations claiming exemption from state income tax." (<https://www.irs.gov/charities-non-profits/form-990-resources-and-tools>) I was provided with copies of the NRA's Form 990s, but not underlying supporting details for the figures presented therein.

- Analysis of supporting documentation evidencing the actions taken by the NRA with respect to required policies, procedures, and internal controls, such as contract signature review worksheets, business case analyses, financial disclosure questionnaires, and related information, for comparison to policy requirements;
- Summarization of findings from analysis of policies, procedures, and internal controls, quantitative analyses, and analysis of supporting record evidence;²¹
- Comparison of findings identified from my analysis to commonly accepted fraud risk indicators and identification of those present in this matter;
- Identification of trends, patterns, and thematic findings from my analyses.

37. My analysis of general ledger data, bank transactions, Form 990s, CHAR500s, and audited financials was focused on quantifying expenditures by vendor over time, identifying particular transactions for comparison to relevant supporting documentation, and understanding relevant trends. Differences in amounts reported by vendor and time period between these sources may exist for various reasons, including timing differences (*i.e.*, expense accrual periods may differ from when cash leaves a bank account), differences in time periods covered by the respective sources, and lack of detail for what amounts are included in summary information presented on summary documents, such as tax filings. However, these sources provided useful insight into the NRA's financial transactions alongside qualitative information.

38. Where appropriate, and subject to the availability of information from record evidence produced in this matter, I analyzed individual transactions or groups of similar transactions involving the NRA's business activities to quantify expenditures incurred where Defendants did not follow established policies, procedure, and controls.²² In some cases, this required the exercise of professional judgment and selecting a subset of transactions for more detailed analysis to

²¹ Included with this report are Tables (which are included in the body of the report and attached separately for reference) and Exhibits (which are summary schedules attached to this report from which certain figures are referenced) for each respective section. These Tables and Exhibits are labeled accordingly, *e.g.* "MMP.1" and should be read in conjunction with this report.

²² Failure to follow established policies, procedures, and internal controls includes instances where record evidence affirmatively demonstrates such failures, as well as instances where there is an absence of record evidence supporting that policies, procedures, and internal controls were followed.

identify examples of problematic transactions and study of the related quantitative and qualitative attributes of those transactions warranting discussion in this report.

39. My analyses and findings from the procedures performed provided extensive evidence and more than ample bases for my opinions included herein. The purpose of my analyses was not to quantify every transaction or dollar spent by the NRA that was unauthorized or otherwise improper, but rather to evaluate specific examples indicative of a pattern of conduct and identify evidence to evaluate the NRA's control environment. As such, my analyses did not constitute a review of every underlying business record or transaction that may be related to allegations raised in the OAG's Second Amended Complaint, nor was such an exercise practicable or possible given the information available through a limited discovery process. In my experience, a full accounting to validate and precisely quantify every expenditure that may have been in violation of NRA policies, or deemed otherwise improper, would require cooperation and collaboration with the NRA, and direct access to the NRA's records, people, and systems.

B. ANALYSIS OF CONFLICTS OF INTEREST DISCLOSURES

40. With respect to potential conflicts of interest and related disclosures, I have been asked by Counsel to evaluate the record evidence related to disclosures made by Defendants pursuant to relevant NRA policies and procedures, such as the NRA Code of Ethics, Conflict of Interest and Related Party Transaction Policy, and Disclosure of Financial Interest Policy, as described below, to provide findings with respect to whether Defendants followed disclosure policies considering the underlying record evidence.

41. During more than two decades as a practicing forensic accountant and consultant, I have had extensive experience evaluating related party transactions and conflict of interest issues. This includes forensic investigations, litigation consulting matters, and auditing engagements where I have performed and managed procedures to identify potential conflict of interest issues, quantify the dollar amounts of related business arrangements, and evaluate compliance with policies, procedures, and internal controls related thereto.

42. It is routine for my engagements to include investigative and risk assessment procedures designed to identify potential conflicts of interest in relationships between businesses, individuals, or other entities. These procedures, which are commonly used and accepted in my profession (and

consistent with those described previously), include, but are not limited to, review of underlying business records (*e.g.*, contracts, accounting documents, et al), analysis of financial information and data, review of testimony and/or interview memoranda, forensic collection and review of emails, review of policies, procedures, and internal control documentation (and assessing compliance with the same), performing investigative due diligence and public records research on relevant individuals and entities, and providing findings in various forms.

43. The consideration of conflicts of interest is important to the assessment of financial transactions and organizational internal controls, as the existence of a conflict of interest impairs the arm's length nature of transactions and renders them prone to fraud, waste, and abuse. The topic of conflicts of interest, and its relevance to business transactions, financial reporting, and related disclosures, is of great importance and thus is addressed in academic literature, regulation, and industry standards. Examples include IRS regulations, internal controls guidance (*e.g.*, COSO Framework), state and federal laws, audit standards, authoritative accounting literature, industry trade group guidance (including for non-profit organizations), and guidance for professionals, including forensic advisory specialists.²³

44. The importance of identifying and disclosing actual, potential, or perceived conflicts of interest is particularly salient with regards to charitable organizations given they collect funds from donors and members and bear responsibility to utilize those funds in a manner that is both consistent with the entity's mission, representative of sound financial stewardship, and consistent with legal requirements that properly held for charitable purposes by the nonprofit entity has been and is being properly administered. The National Council of Nonprofits, a large non-profit trade association, states simply: "A policy governing conflicts of interests is perhaps the most important policy a nonprofit board can adopt. To have the most impact, the policy should be in writing, and the board and staff should review the policy regularly."²⁴

²³ See, *e.g.*, IRS Instructions for Form 990 Return of Organization Exempt From Income Tax; COSO Internal Control – Integrated Framework (2013); NYS OAG guidance on Internal Controls and Financial Accountability for Not-For-Profit Boards, April 13, 2015; NYS OAG guidance on Conflicts of Interest Policies Under the Not-for-Profit Corporation Law, September 2018; the ACFE Fraud Examiners Manual; National Council for Nonprofits Conflicts of Interest guidance; Office of the Inspector General Investigations – Fraud Indicators guide; and AICPA Forensic & Valuation Services Practice Aid on Forensic Accounting-Fraud Investigations.

²⁴ National Council for Nonprofits Conflicts of Interest guidance (<https://www.councilofnonprofits.org/tools-resources/conflicts-of-interest>)

C. ANALYSIS OF FRAUD RISK INDICATORS

45. I have also been asked to consider whether the facts and circumstances for specific areas within the scope of my report are consistent with fraud risk indicators (sometimes referred to as “red flags” or “badges of fraud”), that suggest a heightened risk of fraud, waste, and abuse. Red flags are “trends, or anomalies in transaction or account balances or relationships between financial and non-financial information that might be considered indicia of fraud.”²⁵ For purposes of consistency in this report, I refer to facts and circumstances consistent with indicia of fraud as “fraud risk indicators.” These concepts are common to CPAs, and particularly forensic accounting specialists.

46. I have performed similar analyses during my twenty-two-year career as a forensic accountant and have advised companies, legal counsel, and government regulators on the existence fraud risk indicators to inform their legal findings in litigation and forensic investigation matters. Evaluation of fraud risk indicators is a commonly accepted practice in the domain of forensic accounting, auditing, fraud detection, and evaluation of policies, procedures, and controls. The existence of fraud risk indicators does not necessarily mean fraud has occurred, which is ultimately a legal determination reserved for a trier-of-fact, but they do serve as a litmus test for the identification of risk of fraud, waste, and abuse.

47. In sum, evaluating fraud risk indicators involves benchmarking observed facts and circumstances against common characteristics of higher risk conditions, transactions, arrangements, relationships, or practices. Fraud risk indicators are typically based on a combination of professional experiences, *i.e.*, situations observed by practitioners in other matters, and commonly used reference materials that describe attributes of situations prone to fraud, waste, and abuse. There are several commonly accepted reference sources that describe fraud risk indicators that may be present in circumstances where fraudulent financial reporting, business practices, or misappropriation of assets exist.²⁶

48. This report discusses my analyses and resulting findings on the various topic areas I have been asked to evaluate by Counsel. My analysis included comparing my findings and observed

²⁵ AICPA Forensic & Valuation Services Practice Aid, pg. 64.

²⁶ Widely accepted reference materials include, but are not limited to, the AICPA audit standards AU-C Section 240: Consideration of Fraud in a Financial Statement Audit, fraud investigation guides for OIGs of U.S. government agencies, and the ACFE Fraud Examiners Manual, among others.

conditions about the NRA's practices with fraud risk indicators using my specialized experience, education, and training. My findings regarding the presence of fraud risk indicators are described subsequently in this report.

49. In addition, I have also considered whether my findings related to the individual topic areas analyzed are interrelated and present common themes regarding the NRA's practices and internal control environment. Those themes are described herein.

VII. THE NRA'S CONTROL ENVIRONMENT AND INTERNAL CONTROLS

A. OVERVIEW OF INTERNAL CONTROLS, CONTROL ENVIRONMENT, AND "TONE AT THE TOP"

50. As a tax-exempt charitable organization, the NRA's policies, procedures, and controls warrant special consideration in light of the allegations in this matter. For sophisticated not-for-profit entities, such as the NRA, policies, procedures, and internal controls are critical to ensuring the reliability and accuracy of financial reporting, safeguarding of assets, ensuring compliance with regulatory requirements, and managing the risk of fraud, waste, and abuse. These objectives are applicable to the NRA, particularly given that NRA employees and executives need to be accountable to its membership, exercise appropriate stewardship of funds received from donors and members, assure that property held for charitable purposes by the NRA has been and is being properly administered, and operate in a manner consistent with the organization's mission.

51. There is a plethora of guidance on the topic of internal controls for organizations to consider when designing and operating internal control programs. This includes guidance from regulatory bodies (including the New York State Office of the Attorney General's Charity Bureau), industry trade groups, and private sector subject matter experts. One of the most widely accepted guides for organizational internal controls is the framework recommended by the Committee of Sponsoring Organizations ("COSO Framework").²⁷

52. The COSO Framework is "recognized as a leading framework for designing, implementing and conducting internal control and assessing the effectiveness of internal control."²⁸ For purposes of my analyses, the COSO Framework, and other similar sources, serve as useful references for

²⁷ COSO Internal Control – Integrated Framework (2013), Executive Summary

²⁸ Id.

understanding and communicating concepts and practices common to internal control programs, including what internal controls are and how they are intended to operate for the benefit of an organization. The COSO Framework defines internal controls as “a process, effected by an entity's board of directors, management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives related to operations, reporting and compliance.”²⁹ In other words, internal controls serve as guardrails for financial and non-financial activities of an organization.

53. An organization’s management is responsible for designing and maintaining effective internal controls, as well as assessing the effectiveness of those internal controls. One of the primary benefits of implementing, and adhering to, internal controls is that they establish checks and balances and ensure business processes are performed in a uniform manner. Depending on how internal controls are designed and operated, they can improve efficiency, while also reducing risks of fraud, waste, and abuse.

54. Systems of internal controls are comprised of a variety of items and activities, such as policies, procedures, and documents, many of which are put into action by an organization’s people. Internal controls depend on competent personnel, accurate information, thoughtful review, and continuous reevaluation.

55. The COSO Framework identifies five components of internal control: (1) control environment; (2) risk assessment; (3) control activities; (4) information and communication; and (5) monitoring activities.³⁰ Of these components, the board and senior management have the most influence on the control environment, which is the foundation on which an internal controls program is built. The COSO Framework describes control environment as follows:

“The control environment is the set of standards, processes, and structures that provide the basis for carrying out internal control across the organization. **The board of directors and senior management establish the tone at the top regarding the importance of internal control including expected standards of conduct. Management reinforces expectations at the various levels of the organization. The control environment comprises the integrity and ethical values of the organization;** the parameters enabling

²⁹ Id.

³⁰ Id.

the board of directors to carry out its governance oversight responsibilities; the organizational structure and assignment of authority and responsibility; the process for attracting, developing, and retaining competent individuals; and the rigor around performance measures, incentives, and rewards to drive accountability for performance.

The resulting control environment has a pervasive impact on the overall system of internal control.³¹ (Emphasis added)

56. “Tone at the top” is one of the most important ingredients of an organization’s control environment. It refers to how chief executives, senior leaders, and directors “[set] an organization’s guiding values and ethical climate.”³² With respect to internal controls, tone at the top reflects the attitudes and cultural mindsets pushed down through the organization. COSO notes that tone at the top “is fundamental to the functioning of an internal control system”³³ and “without a strong tone at the top...awareness of risk can be undermined, responses to risks may be inappropriate, control activities may be ill defined or not followed, information and communication may falter, and feedback from monitoring activities may not be heard or acted upon.”³⁴

57. Internal controls and general compliance guidance highlight the important roles boards of directors and senior management play in setting the tone at the top that impacts an organization’s control environment. For example, COSO notes that boards are “responsible for overseeing the system of internal control”³⁵ and with “the power to engage and terminate the chief executive officer, the board has a key role in defining expectations about integrity and ethical values, transparency, and accountability for the performance of internal control responsibilities.”³⁶ It notes that the CEO is “accountable to the board of directors and is responsible for designing, implementing, and conducting an effective system of internal control...More than any other individual, the CEO sets the tone at the top that affects the control environment and all other components of internal control.”³⁷ In simpler terms, how boards and senior leadership conduct

³¹ Id.

³² Tone at the top: The first ingredient in a world-class ethics and compliance program, pg. 3 (Deloitte, 2015)

³³ COSO Internal Control – Integrated Framework (2013), pg. 33

³⁴ Id.

³⁵ COSO Internal Control – Integrated Framework (2013), Appendix B: Roles and Responsibilities, pg. 2

³⁶ Id.

³⁷ COSO Internal Control – Integrated Framework (2013), Appendix B: Roles and Responsibilities, pg. 4

themselves matters and “a CEO’s behavior tells employees what counts, and what’s rewarded and punished.”³⁸

58. The concept of tone at the top, and the resulting affect it has on the overall control environment for an organization, is directly relevant to this litigation. The NRA, and more specifically its Board of Directors and senior leadership, including the individual Defendants in this matter, set the tone at the top and the internal control environment that is inextricably intertwined with nearly every business process.

B. OBSERVATIONS REGARDING THE NRA’S CONTROL ENVIRONMENT

59. The OAG’s Second Amended Complaint includes allegations that cover numerous types of NRA business activities, arrangements, and financial transactions, including, but not limited to, vendor contracts and associated payments, travel and entertainment expenses, and conflicts of interest disclosures. Many of these allegations, some of which are addressed subsequently in this report, involve alleged failures of the NRA and individual Defendants to follow, or efforts to circumvent, established policies, procedures, and internal controls.

60. In undertaking my analyses of certain NRA business practices, including assessing compliance with established policies, procedures, and internal controls, I sought to understand the profile of the NRA’s control environment at a higher-level, and over time, to establish a frame of reference for the particular transactions and arrangements considered in my report. I noted several pieces of record evidence that informed my understanding in this regard.

61. Documents produced in this litigation indicated that concerns regarding the NRA’s control environment and related internal controls, specifically with regards to expenditures, have been raised numerous times since at least as far back as the 1990’s. For example, in February 1996, during Mr. LaPierre’s time as EVP, the NRA President and VP “expressed their concerns...that the Board Financial Policy requiring the approval of the President and Vice President of any ‘contract’ in excess of \$100,000 was being evaded by staff by either failing to have a contract at all *or*, as the President suggested, stacking together multiple sub-hundred thousand dollar contracts with vendors.”³⁹ In response, the board undertook an “operational audit” and requested from the

³⁸ Tone at the top: The first ingredient in a world-class ethics and compliance program, pg. 3 (Deloitte, 2015)

³⁹ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996 (NYAG-FEC-00000063).

NRA financial services staff detailed financial and contractual information on all vendors with expenditures exceeding the \$100,000 approval threshold, which had been established years earlier.

62. The NRA Board's operational audit report, entitled "*Money Spent At Variance With Board Financial Policy: The Top Vendors*," noted the following:⁴⁰

- There were several large vendors who were operating with no written contract.
- Only a small handful of the 171 vendors with expenditures exceeding \$100,000 had a contract listed in materials prepared by the Financial Services Division.
- Certain of the NRA's largest vendors had contracts executed by EVP Mr. LaPierre prior to having proper review and approvals by the President and VP, and the Directors noted a "general trend" of required policies and procedures being "habitually ignored by management."
- The bulk of the approximately \$300 million spent on top vendors from 1993 through 1995 was spent "in violation of the Board Financial Policy," with a sizable portion of that driven by spending in "areas that answered directly to the EVP...without benefit of any written agreement at all."
- The authoring Directors described "manifest disregard" and "contempt" for Board Financial Policy" and "poor management practices" which were "financially damaging" to the NRA.
- The Directors stated that "apparently driven by the desire to evade notice of the Board (placement in the contract book, Officer sign off), the management of the Association has engaged [the NRA] in complex expensive activities, particularly in the public relations area, involving expenditures of tens of millions of dollars without benefit of written contract, often literally on a verbal basis." (Emphasis in original)
- Management repeatedly exceeded approved budget spending amounts in certain areas, including public relations.

⁴⁰ Id.

- The Directors opined that “were the Board functioning as a business Board of Directors, current management would have been long gone” and noted other Board members had raised concerns years earlier about similar issues, including entering large financial commitments without proper approval and executing employment contracts not in the best interest of the NRA.

63. In stark language, the Directors’ report highlighted precise reasons why the Board Financial Policy requirements were extremely important to the NRA, noting that written agreements are critical to “specify the goods and services being purchased, the manner and terms of delivery, oversight provisions, penalties, payment terms, etc.”⁴¹ The report notes the “point of writing it down is to insure [sic] that all parties have a clear understanding of the agreement prior to execution, to provide a benchmark against which performance can be evaluated as well as providing the framework for the resolution of disputes.”⁴² (Emphasis in original)

64. The document goes on to state the report to the Board was interim and reflected “a fraction” of the information gathered over more than a year reflecting “the failure of management to follow the most basic business principles; have a contract, know what you’re buying, if it got delivered, and what you paid for it and, of course, obey your Board of Directors.”⁴³

65. In a subsequent emergency Finance Committee Meeting called in December 1996, the Committee reiterated the same concerns, driven in large part by consistent spending in excess of revenue resulting in losses to the NRA, including specifically noting that “EVP directed public relations which were significantly over budget.”⁴⁴ At this meeting the Board of Directors resolved that the Finance Committee was authorized to establish financial policies for the NRA and did, in fact, institute the requirement for all contracts to have “a business case analysis performed” and that “no contracts shall begin before required sign-off approval as required by Board policy.”⁴⁵

⁴¹ Id.

⁴² Id.

⁴³ Id.

⁴⁴ Meeting minutes from a December 7, 1996 meeting of the NRA’s Finance Committee of the Board of Directors, multiple NRA board members raised concerns regarding budget overruns and a trend of costs exceeding revenue generated from fundraising and membership fees. The board minutes noted that the NRA had incurred operating losses of approximately \$70 million in the prior six years, and that through the first three quarters of 1996 all spending categories were in line with approved budgets, except for the “EVP directed public relations which were significantly over budget” by approximately \$2.0 million. (NYAG-FEC-00000031 to 49)

⁴⁵ Id.

66. In my experience, the special Directors' report, and additional follow up Board discussions addressing the same concerns about management spending practices, under the management of EVP Mr. LaPierre and CFO and Treasurer Mr. Phillips, reflected a level of analysis by the Directors that is atypically in-depth for Board members. The findings are pointed, and I would have expected concerns of this nature to be taken extremely seriously and remediated as quickly and effectively as possible. That said, I found it particularly relevant that several of the vendors and practices the Directors took issue with back in 1996 (Ackerman, Associated Television Inc., Under Wild Skies, non-compliant spending practices), are the very same vendors and practices addressed in the OAG's Second Amended Complaint regarding NRA activities approximately two decades later and all of which are discussed below.

67. As discussed in more detail later in this report, other record evidence indicates that concerns regarding the arrangements with vendors, related expenditures, and financial oversight continued to surface. For example, internal "audits" done by NRA Financial Services personnel on the Ackerman contracts identified issues with "out-of-pocket" expenses billed to the NRA for questionable goods and services for several years dating back at least to 2001.⁴⁶ It does not appear those issues identified by NRA staff were specifically addressed or remediated by senior leadership. The relationship with Ackerman deteriorated, litigation and investigative work ensued, and the parties ultimately ended their business dealings in or around 2019.

68. In the summer of 2018, several employees within the NRA's Financial Services Division compiled a "List of Top Concerns for the Audit Committee" which itemized significant problems that the individuals believed warranted raising to the Audit Committee of the Board of Directors.⁴⁷ The list included concerns covering a wide range of issues, many of which overlap with those raised to the NRA's Board and senior management years earlier, and some of which are addressed in the OAG's Second Amended Complaint. The "top concerns" included:

- Financial conflicts of interest at the senior management and Board of Directors level;

⁴⁶ 2001 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009075); 2002 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009057); 2004 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009086); 2005 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009089); 2007 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009082).

⁴⁷ Email dated July 13, 2018 and attachment titled "List of Top Concerns for the Audit Committee" (NRA-NYAG-00021378)

- Senior management's override of internal controls with respect to accounts payable, procurement, contracts, and reimbursable expenses;
- Management subordinating judgment to vendors such that "decisions are made in the best interest of vendors";
- "Vague and deceptive billing by preferred vendors/contractors some of whom have no current contract or no contract," including Associated TV, McKenna & Associates, and MMP;
- Miscellaneous concerns alleging misleading the Board (Lockton Affinity Carry Guard Program), non-compliant reimbursable expenses (housing and living expenses), lack of safeguarding of assets (missing firearm assets), and lack of controls concerning and "senior management expansion" of vehicle lease arrangements.

69. In the first half of 2019, the then NRA President and 1st Vice President raised concerns to the EVP, and later to the General Counsel and Chairman of the Audit Committee, regarding the dollar amounts, billing practices, and "lax oversight" of expenditures with the NRA's outside legal counsel, Brewer Attorneys & Counselors.⁴⁸ The President and 1st Vice President indicated in letters that they, and others, requested details from NRA management, including the EVP, regarding the legal bills and were denied such access. They formally requested the NRA engage an external third-party to conduct an "outside, independent review" of the Brewer invoices, which was also denied. Board member Judge Philip Journey filed an application seeking appointment of an examiner to review the finances of the NRA.⁴⁹

70. In January 2021, the NRA filed a voluntary petition for bankruptcy in the United States District Court for the Northern District of Texas. Following this filing, the New York State Attorney General and the NRA's long-time public relations vendor, Ackerman McQueen, moved to dismiss the filing, or to have a trustee appointed. Certain NRA Board members filed an application for appointment of an examiner. The matter was ultimately taken to trial where the bankruptcy filing was dismissed and the court found the filing was not made in good faith. Facts established at trial showed that the NRA's EVP, Mr. LaPierre, had decided to file for bankruptcy

⁴⁸ Letter from NRA President and NRA 1st Vice President to General Counsel and Chairman of the Audit Committee dated April 18, 2019. (NRA-NYAG-00057417)

⁴⁹ Id.

without informing in advance the “vast majority” of the Board of Directors or key NRA leadership, including the CFO and General Counsel.⁵⁰

71. To state the obvious, filing for bankruptcy is an enormously consequential event that can, quite literally, impact the very existence of an organization. In addition, the cost of advisors, legal fees, and other financial impacts to an organization can be significant. I understand that the cost to the NRA of the bankruptcy filing was in the millions and that these costs were incurred at the direction of the EVP, including by directing the Treasurer to wire funds for purpose of bankruptcy-related legal fees with no explanation or separate approval by NRA’s finance staff.⁵¹ The facts and circumstances around the bankruptcy filing alone are evidence of significant control environment and tone at the top issues.

72. I have also noted other discreet issues from the record evidence that are illustrative of problematic tone at the top, particularly the notion of lack of enforcement and accountability. Examples include the following:

- An employee in the EVP’s office misappropriated approximately \$40,000 from the NRA. The consequences to the employee were repayment of the amount and revocation of credit card privileges. The EVP testified that the NRA’s choice not to terminate the employee or bring a lawsuit against her was based on the employee’s medical condition at the time.⁵² The employee was recently terminated in September 2022.⁵³
- An employee that abused credit card privileges had his corporate credit card revoked, but the same employee was later given a pay increase doubling his salary.⁵⁴

⁵⁰ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 152-159.

⁵¹Memorandum from Wayne LaPierre to Craig Spray instructing the wire of \$5,000,000 to the Brewer Firm Trust. (NRA-NYAGCOMMDIV-00081976); Deposition of Craig Spray, January 14, 2022, pg. 200-201.

⁵² Deposition of Wayne LaPierre, June 28, 2022, pgs. 473 – 484; Deposition of Wayne LaPierre, In re NRA & Sea Girt, LLC, March 22, 2021, pgs. 198 – 209.

⁵³ Email from Linda Crouch, Executive Director, Human Resources, September 8, 2022, pg. 1 (NRA-NYAGCOMMDIV-01538773).

⁵⁴ Deposition of Wayne La Pierre, June 28, 2022, pgs. 485 – 488.

- A senior employee was terminated for performance reasons and escorted off NRA premises, but then provided a post-employment consulting contract totaling \$1.68 million for two years.⁵⁵ The employee was recently terminated in August 2022.⁵⁶
- Finally, the EVP was required to reimburse the NRA for over \$650,000 in excess benefits he received at the NRA's expense,⁵⁷ but a director having similarly received approximately \$55,000 in excess benefits was terminated.⁵⁸

73. The aforementioned record evidence is not intended to be a complete inventory of the instances in which NRA employees, Board members, or other parties raised concerns regarding the NRA's business practices and internal controls. However, this record evidence, and additional findings from my analyses discussed herein, indicates that internal control issues raised over twenty-five years ago have continued to persist in one form or another over time, in addition to new ones arising. Based on my experience, education, and training, this pattern is indicative of an ineffective control environment and problematic tone at the top of the NRA, particularly with respect to policies, procedures, and internal controls around expenditures.⁵⁹

VIII. NRA POLICIES, PROCEDURES, AND INTERNAL CONTROLS

74. The NRA has established numerous policies, procedures, and internal controls over many years for corporate governance and oversight of a wide range of business activities. In addition, the NRA's bylaws mandate specific policies and code of conduct. My review of the NRA's policy

⁵⁵ Bankruptcy Trial, Wayne LaPierre Testimony, April 8, 2021 AM, pgs. 42-45; Agreement Regarding Termination of Employment, Release, Confidentiality and Non-Disparagement, November 8, 2016, pg. 1 (NRA-NYAGCOMMDIV-00093893).

⁵⁶ Email from Linda Crouch, Executive Director, Human Resources, August 29, 2022, pg. 1 (NRA-NYAGCOMMDIV-01538770).

⁵⁷ Bankruptcy Trial, Wayne LaPierre Testimony, April 9, 2021 AM, pgs. 22-23; Copy of Check from Wayne LaPierre to the NRA for \$317,971.32, November 2020 (NRA-NYAGCOMMDIV-01539995); Copy of Check from Wayne and Susan LaPierre for \$13,160.34, May 19, 2022 (NRA-NYAGCOMMDIV-01539996); Copy of Check from Wayne and Susan LaPierre for \$233,276.05, November 30, 2021 (NRA-NYAGCOMMDIV-01539222); Email from Sonya Rowling to E. Drew Cheney regarding Support for WLP Check of \$100,563.33 for Excess Benefits, September 12, 2022, pg. 1 (NRA-NYAGCOMMDIV-01538816).

⁵⁸ Bankruptcy Trial, Wayne LaPierre Testimony, April 8, 2021 AM, pgs. 33-34.

⁵⁹ I understand from Counsel that the NRA has asserted it has undertaken steps to improve its internal controls and compliance programs since approximately 2017 or thereabouts. However, I noted that several of the items addressed in my report occurred during periods subsequent to purported improvements, including the recent bankruptcy filing. While improvements may have been made, I understand the NRA does not have a dedicated compliance officer or internal audit function to oversee the design, implementation, and testing of internal controls and compliance programs independently of senior management. In my experience, demonstrating improvements to internal controls requires extensive testing of the design of those controls, as well as their operating effectiveness.

documentation highlighted that policies for certain discrete business activities are, in some cases, disaggregated among various documents. For example, I observed that rather than having one clearly stated and easily located procurement policy, policy directives regarding the requirements for review and approval of contracts are referenced in board minutes, memoranda, and formal procurement policy documents, in some cases concurrently. NRA policies have been revised periodically and specific directives varied over time.

75. Given my analyses covered business activities that generally occurred over the course of months or years, I have described how relevant NRA policies, procedures, and internal controls evolved over time and varied between sources. The business activities and related policies most relevant to my analyses included the procurement of goods and services, including review and approval of related contracts, disclosures of potential conflicts of interest, and travel and business expense reimbursement. Other policies relevant to discrete areas are also addressed herein, where appropriate.

76. The NRA policies, procedures, and internal controls documentation generally articulated that NRA employees, officers and directors had an obligation to act in their positions with ethics and integrity, and adhere to established NRA policies and procedures.

A. PROCUREMENT AND CONTRACT APPROVAL POLICIES

77. Since at least 1988, the NRA has had a policy requiring the review and approval by the President and one of two Vice Presidents any contracts greater than an established threshold (initially \$50,000) prior to execution.⁶⁰ In 1991, the threshold was increased to contracts in excess of \$100,000.⁶¹ In February of 1997, the NRA Board of Directors revised the policy and required all purchase agreements and contracts in excess of \$100,000 in a twelve-month period also have a “business cases analysis performed.”⁶² This policy explicitly directed that “no contract will begin before the required sign-off approval as is required by Board policy.”⁶³ I noted that this policy, in its evolving forms, was consistent with those requirements discussed at the December 1996

⁶⁰ Policy Statement memo dated September 17, 1999 from Wayne LaPierre to all NRA staff titled “Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000, pgs. 1-2 (NRA-NYAGCOMMDIV-00560114)

⁶¹ Id.

⁶² Id.

⁶³ Id.

Finance Committee meeting following a special report noting deficiencies in internal controls and business practices around purchasing, as discussed previously.⁶⁴

78. In June of 1998, the NRA Board of Directors supplemented this policy directive to require the following: “Procurement shall be done through a formal system with regular reporting capabilities. Contracts shall be used in conjunction with or in lieu of purchase orders...”⁶⁵ The directive also clarified requirements for signatures, stating: “All purchase agreements or contracts requiring payments greater than \$100,000 in any twelve month period, must have the prior written approval of the President and the First or Second Vice Presidents before execution or renewal.”⁶⁶

79. These policy directives were communicated to all NRA employees in a memorandum dated September 17, 1999 from the EVP, Mr. LaPierre.⁶⁷ The memorandum also articulated that in order to fully comply with this policy directive of the Board, management required that all purchase agreements and contracts in excess of \$100,000 had to follow specific procedures with respect to collection and storage of documentation:

- When approving a contract in excess of \$100,000, a packet consisting of a copy of the contract, a completed business case analysis, and a contract review signature sheet will be prepared. The packet is to be sent to the individuals and NRA divisions listed on the contract review sheet for signature in the order they appear.⁶⁸
- Once the contract review signature sheet is complete with all NRA signatures, the packet is to be taken to the Office of the Secretary for the signature of the President and the First and Second Vice Presidents.⁶⁹

⁶⁴ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996 (NYAG-FEC-00000063)

⁶⁵ Policy Statement memo dated September 17, 1999 from Wayne LaPierre to all NRA staff titled “Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000, pg. 2 (NRA-NYAGCOMMDIV-00560114)

⁶⁶ Id.

⁶⁷ Id.

⁶⁸ Id.

⁶⁹ Policy Statement memo dated September 17, 1999 from Wayne LaPierre to all NRA staff titled “Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000, pg. 3 (NRA-NYAGCOMMDIV-00560114)

- Once fully approved, the packet is to be returned to the Responsible Officer who will forward two contracts to the company or business for their signature on both contracts.⁷⁰
- Once the company or business signs and returns both contracts to the Responsible Officer, the Responsible Officer will sign the contracts and return one original copy of the completed contract to the company or business.⁷¹
- The Responsible Officer will make the following distributions: (i) the original contract and one copy to the Office of General Counsel, who will review, scan, and send the original contract to Financial Services; (ii) one copy to the Office of the Treasurer; (iii) one copy retained by the Responsible Officer initiating the contract; (iv) one copy to the Chief of Staff; and (v) one copy to the Office of the Secretary.⁷²

80. A virtually identical copy of this policy directive was again distributed from the EVP to all NRA employees on February 27, 2012.⁷³ I also noted that the signature requirements of these policy directives were also incorporated into a formal NRA Procurement Policy with an effective date of January 7, 2006.⁷⁴

81. In sum, the NRA's policies requiring a business case analysis, written approval by the President and one of two Vice Presidents, and formal documentation evidencing those control processes *prior* to the contract being executed with a counterparty and signed by the responsible NRA representative, has been longstanding.

82. The NRA Procurement Policy specifically reinforces the serious nature of policy violations, noting that anyone who suspects violations of procurement policy has an obligation to report the potential violation to a supervisor, the Office of the Treasurer, the Audit Committee, or the General Counsel.⁷⁵ The policy describes "matters of concern" as including "pressure exerted

⁷⁰ Id.

⁷¹ Id.

⁷² Id.

⁷³ Policy Statement memo dated February 27, 2012 from Wayne LaPierre to all NRA staff titled "Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000 (NRA-NYAG-00011099)

⁷⁴ NRA Procurement Policy dated January 7, 2006. (NRA-NYAGCOMMDIV-00007872) I noted that the Procurement Policy language regarding required signatures of the NRA President and one of the Vice Presidents states that those signatures were for "acknowledgement" of the contract/commitment, which is inconsistent with the Board directive regarding this policy which states the signatures evidenced "approval" of the contract.

⁷⁵ NRA Procurement Policy dated January 7, 2006, pg. 3 (NRA-NYAGCOMMDIV-00007872)

by manufacturers, customers, Association staff, or others to utilize funds in an unauthorized manner or to take or enable other actions inconsistent with authorized Association procedures and policies.”⁷⁶

B. CONFLICT OF INTEREST AND FINANCIAL DISCLOSURE POLICIES

83. The NRA has had a Statement of Corporate Ethics since at least the early 1990s that employees were required to acknowledge in writing.⁷⁷ This policy explicitly addressed conflicts of interest. Early iterations of the Statement of Corporate Ethics stated that “employees shall not become involved in any activity that might influence, or be reasonably expected to influence, or give the appearance of influencing their objective business judgment in dealing with others. Employees shall not become involved in situations that raise a real or perceived conflict of interest.”⁷⁸

84. The Statement of Ethics also reiterated the roles of senior NRA personnel with regards to the ethics policy, stating the following:

“Each officer, director, division director or activity supervisor, shall have the responsibility (a) to insure [sic] that these policies are communicated to the employees reporting to them; (b) to clarify and explain said policies when necessary; (c) to monitor compliance therewith; and (d) to report all known (or suspected) violations of said policies to the Executive Vice President of the Association, the Treasurer of the Association, or other persons whom they designate.”⁷⁹

85. The Statement of Corporate Ethics outlined policies, and in some cases, prohibitions, to ensure ethical business relationships. It addressed ownership in, or other financial and non-financial, relationships with suppliers specifically, stating: “No officer or employee may accept personal favors or gratuities from any such supplier with the agreement or understanding, either express and/or implied, that such officer or employee shall use his or her position, influence, or discretion in a manner designed to benefit or reward such supplier in any dealings with the

⁷⁶ Id.

⁷⁷ See, e.g., signed Statement of Corporate Ethics forms, such as Mary Adkins, May 30, 1990, pgs. 23-26 (NRA-NYAGCOMMDIV-01437689).

⁷⁸ Statement of Corporate Ethics, 1999, pg. 3 (NRA-NYAGCOMMDIV-01534705)

⁷⁹ Id.

association.”⁸⁰ The Statement of Corporate Ethics prohibited the acceptance of personal favors or gratuities over a nominal amount from a supplier or potential supplier without first submitting written justification and receiving approval from the Executive Vice President or Director of the employee’s division. Such written justification and approval was required to be filed with the NRA Office of Personnel.⁸¹

86. The Statement of Corporate Ethics has been modified periodically over the years, but these core elements largely remained unchanged. NRA employees were prohibited from becoming involved with “conflict of interest situations” and were required to justify and seek written approval from a supervisor before accepting or receiving personal favors, gifts, entertainment, or gratuities from suppliers or potential suppliers.

87. The Statement of Corporate Ethics also addresses the “use of and accounting for Association funds and assets.”⁸² The policy section notes that employees of the NRA will “devise and maintain a system of internal controls”⁸³ to, among other things, provide assurance that “transactions are executed in accordance with management’s general and specific authorization.”⁸⁴ Compliance reviews with respect to the use of NRA funds were the responsibility of the Treasurer, at the direction of the Audit Committee.⁸⁵

88. At least as early as 2006, the NRA’s Procurement Policy included specific directives relating to potential conflicts of interest and the acceptance of other benefits that may influence purchasing decisions. The policy noted that conflicts of interest occur “when the purchaser is in a position to make or influence a procurement decision from which they might directly or indirectly receive financial or personal benefit.”⁸⁶ Employees, officers, and directors were prohibited from using their position in a manner that may create a conflict, or the appearance of a conflict, and anyone in a position to influence a purchasing decision for which they might receive material benefit was “required to disclose the nature of the conflict to those involved the purchasing activity.”⁸⁷ The Procurement Policy notes all employees were required to adhere to the Statement

⁸⁰ Statement of Corporate Ethics, 1999, pg. 5 (NRA-NYAGCOMMDIV-01534705)

⁸¹ Id.

⁸² Id.

⁸³ Statement of Corporate Ethics, 1999, pg. 6 (NRA-NYAGCOMMDIV-01534705)

⁸⁴ Id.

⁸⁵ Id.

⁸⁶ NRA Procurement Policy dated January 7, 2006, pg. 2 (NRA-NYAGCOMMDIV-00007872)

⁸⁷ NRA Procurement Policy dated January 7, 2006, pg. 3 (NRA-NYAGCOMMDIV-00007872)

of Corporate Ethics in purchasing decisions, thereby incorporating the aforementioned prohibited activities, as well as prior-authorization processes.

89. Since at least January 2007, the NRA has also had a Financial Disclosure Policy requiring officers, board members, and member of the Executive Council to “file with the Audit Committee a disclosure of their relationships (‘financial interests’) of which they have knowledge.”⁸⁸ The requirement applies to the “interests of the officers and directors personally and to those of their immediate family members.”⁸⁹

90. Disclosable financial interests included, but were not limited to “any relationship with an entity that currently has a business relationship or receives any funds from the NRA or its Funds/Foundation”, “any relationship with an entity that is seeking to have a business relationship or seeking to receive funds from the NRA or its Funds/Foundation, and “any gift, gratuity, personal favor or entertainment with either a retail price or fair market value greater than \$300...”⁹⁰ This financial disclosure requirement, in effect, supplemented the requirement for prior-authorization requirements from the Statement of Ethics with a *post hoc* disclosure mechanism.

91. Mr. LaPierre was explicitly required to play a direct role in reporting financial interests that pose conflict of interest issues. The EVP was required to “independently report to the Audit Committee any financial interest of an officer or director (or immediate family member) that comes to his knowledge or the knowledge of his office as well as any financial transactions between the NRA or its Funds/Foundation and other individuals and/or organizations that present or might present the possibility of a conflict of interest.”⁹¹

92. In January 2016, the NRA Board of Directors approved a broader “Conflict of Interest and Related Party Transaction Policy”, which clarified requirements for formal disclosure in advance of any action of “[a]ll material facts related to conflicts of interest (including the nature of interest

⁸⁸ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pg. 297 (NRA-NYAGCOMMDIV-00008897).

⁸⁹ Id.

⁹⁰ The Conflict of Interest and Related Party Transaction Policy, dated January 9, 2016 within the NRA Policy Manual, requires disclosure of any gifts, entertainment or other favors that are of fair market value of \$250 or more. Contrary to this, the Officers and Board of Directors Policy for Disclosure of Financial Interests, dated January 1, 2007 and also within the NRA Policy Manual, sets the same requirement except with a retail price or fair market value in excess of \$300. NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pgs. 297-299 (NRA-NYAGCOMMDIV-00008897).

⁹¹ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pg. 299 (NRA-NYAGCOMMDIV-00008897).

and information about any proposed transaction or other arrangement).”⁹² Officers and directors were also required to submit to the Audit Committee at least annually, and update as appropriate, a conflicts of interest questionnaire. This policy explicitly addressed gifts and entertainment, noting that a conflict of interest may arise when “a Covered Person, directly or indirectly has solicited or accepted any gift, entertainment, or other favor where such gift might create the appearance of influence on the Covered Person...”⁹³

93. These various policy documents demonstrate that the NRA required prior approval and disclosure of potential conflicts of interest by employees, officer, and directors since at least the 1990s, if not earlier. Officers and directors were also specifically required to complete financial disclosure questionnaires and self-disclose conflicts of interest, with a particular focus on relationships with, and acceptance of gifts and entertainment from, suppliers or suppliers seeking business from the NRA.

C. TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICIES

94. The NRA had a formal policy governing travel and reimbursement of reasonable business expenses, labeled the “Travel and Business Expense Reimbursement Policy.”⁹⁴ This policy is a stand-alone document, but was also included in the NRA’s Employee Handbook. I understand the NRA’s Travel and Business Expense Reimbursement Policy has been in existence since the early 2000s and remained largely unchanged until it was modified in 2021. My discussion of the policy requirements relates primarily to the version before recent modification, but I have also described noteworthy changes made in the most recent version from 2021.

95. The Travel and Business Expense Reimbursement policy applied to employees traveling on behalf of the NRA, as well as non-employees (Board, volunteers, paid consultants) traveling on behalf of the NRA for a specific approved business purpose. The policy stated that those

⁹² NRA Policy Manual, March 11, 2020, Conflict of Interest and Related Party Transaction Policy, January 9, 2016, pg. 19 (NRA-NYAGCOMMDIV-00008897).

⁹³ NRA Policy Manual, March 11, 2020, Conflict of Interest and Related Party Transaction Policy, January 9, 2016, pgs. 18-19 (NRA-NYAGCOMMDIV-00008897).

⁹⁴ NRA Employee Handbook, Travel and Business Expense Reimbursement Policy, pg. 179-193 (NRA-NYAGCOMMDIV-00007666).

traveling on NRA business should “incur the lowest practical and reasonable expense while completing the travel process in an efficient and timely manner.”⁹⁵

96. Expense items were required to be incurred for NRA-related business to qualify for reimbursement. Personal expenses were not reimbursable. NRA-related business was defined as “activities which are necessary to meet organizational objectives.”⁹⁶ Individuals charged with approving expenses incurred under the policy were responsible for “understanding the need for the expenses, reviewing the substantiation of the expenses, and determining that the expenses are appropriate and have been correctly reported correctly.”⁹⁷

97. The policy covered several areas, including transportation, lodging, meals and entertainment, general business expenses, personal expenses, and the use of travel agents.⁹⁸ Like many travel and business expense reimbursement policies I have reviewed in my career, the policy required expenses to be properly authorized, supported by documentation, necessary for work purposes, and cost conscious.

98. The Travel and Business Expense Reimbursement policy specifically noted that charges for meals, lodging, entertainment, tips, and transportation should be reasonable. The policy required airfare to be coach class, unless exceptions were explained and approved in writing, and noted employees should use public transportation when such means were most cost-effective.⁹⁹ The policy stated that travelers were “required to use the transportation mode that gets them to and from the intended destination in the manner that is most cost effective to the NRA.”¹⁰⁰

99. In addition, policy required employees to use the NRA’s approved travel agent, shown as MacNair Travel Management, to make travel reservations, unless otherwise approved by the EVP.¹⁰¹

⁹⁵ NRA Employee Handbook, Travel and Business Expense Reimbursement Policy, pg. 183 (NRA-NYAGCOMMDIV-00007666).

⁹⁶ Id.

⁹⁷ Id.

⁹⁸ NRA Employee Handbook, Travel and Business Expense Reimbursement Policy, pg. 179-193 (NRA-NYAGCOMMDIV-00007666).

⁹⁹ NRA Employee Handbook, Travel and Business Expense Reimbursement Policy, pg. 186-187 (NRA-NYAGCOMMDIV-00007666).

¹⁰⁰ NRA Employee Handbook, Travel and Business Expense Reimbursement Policy, pg. 186 (NRA-NYAGCOMMDIV-00007666).

¹⁰¹ NRA Employee Handbook, Travel and Business Expense Reimbursement Policy, pg. 190-192 (NRA-NYAGCOMMDIV-00007666).

100. In 2021, the NRA revised its Travel and Business Expense Reimbursement policy.¹⁰² This revised policy included several changes from the previous version, including the following:

- Removed language stating “employee bears responsibility for ensuring that all expenses are authorized” and that “unauthorized expenses will not be reimbursed.”
- Removed section requiring the travel authorization paperwork to be completed and approved by designated reviewers.
- Removed section stating employees should pay business-related expenses by credit card and then submit for reimbursement or obtain funds in advance.
- Revised language on ground transportation to note that taxi or ride-sharing services, such as Uber, and that “other ground transportation services may only be used with advance approval.”¹⁰³
- Revised language related to travel agents to state that it is “preferred and individuals are encouraged to use the NRA’s travel agents”¹⁰⁴ from the previous requirement requiring use of a specific named travel agent.
- Added policy regarding charter air travel stating that “it should be used only if no other means of transportation is feasible or if it is recommended by an independent security study analyzing the risks for a specific traveler.”¹⁰⁵ The policy also required approval by two NRA officers, other than the individual for whom charter travel is proposed.¹⁰⁶
- Added policy on “extremely rare” expenses that require approval in writing before incurring the expense, including club dues and initiation fees, companion/spouse travel, and relocation, housing or residence expenses for personal use.¹⁰⁷

¹⁰² NRA Travel and Business Expense Reimbursement Policy (NRA-NYAGCOMMDIV-01528396).

¹⁰³ NRA Travel and Business Expense Reimbursement Policy, pg. 4 (NRA-NYAGCOMMDIV-01528396).

¹⁰⁴ NRA Travel and Business Expense Reimbursement Policy, pg. 7 (NRA-NYAGCOMMDIV-01528396).

¹⁰⁵ NRA Travel and Business Expense Reimbursement Policy, pg. 4 (NRA-NYAGCOMMDIV-01528396).

¹⁰⁶ Id.

¹⁰⁷ NRA Travel and Business Expense Reimbursement Policy, pg. 7 (NRA-NYAGCOMMDIV-01528396).

- Added policies related to contemporaneous types of expenditures not previously addressed, such as in-flight WIFI, TSA pre-check/Clear/Global entry preferred passenger programs, and extra legroom seating on flights.¹⁰⁸
- Added reference to additional travel procedures for Board of Directors members, NRA employees and contractors, and NRA ILA employees.¹⁰⁹

101. At a fundamental level, the NRA's Travel and Business Expense Reimbursement Policy has consistently highlighted that travel and other business expenses should be reasonable, cost-effective, appropriately supported, and properly authorized. It goes without saying, and is consistent with my experience, that travel and other reimbursable business expenses should also be submitted through proper channels and be transparent to the organization to allow for proper approval and accounting for the expenditures.

102. The remainder of this report addresses my analyses of certain vendors, arrangements, and business activities of the NRA at issue in this litigation. Each topic has been presented in a separate section, with subsections that discuss relevant arrangements and/or contracts, analyses of financial information, my assessment of whether those arrangements followed relevant NRA policies, procedures and internal controls, and other findings warranting discussion in this report.

IX. MEMBERSHIP MARKETING PARTNERS AND RELATED ENTITIES

A. SUMMARY OF CONTRACTS

103. Since approximately December 2011, the NRA has had vendor relationships with Membership Marketing Partners, LLC ("MMP") and multiple affiliated entities, including Concord Social & Public Relations, LLC ("Concord"), and Allegiance Creative Group, LLC ("Allegiance").¹¹⁰ The NRA has also had a relationship with Associated Television International, Inc. ("ATI") since at least 1993, although for several years of that time there was no formal contract.¹¹¹ MMP, Concord and Allegiance (collectively the "MMP Entities") share common

¹⁰⁸ NRA Travel and Business Expense Reimbursement Policy, pgs. 3-4, and 6 (NRA-NYAGCOMMDIV-01528396).

¹⁰⁹ NRA Travel and Business Expense Reimbursement Policy, pg. 8 (NRA-NYAGCOMMDIV-01528396).

¹¹⁰ MMP Contract effective December 1, 2011 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011 (NRA-NYAGCOMMDIV-01318675); Allegiance Contract effective December 1, 2011 (NRA-NYAGCOMMDIV-00874698).

¹¹¹ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996 (NYAG-FEC-00000063). The document noted the NRA paid ATI since early 1993.

ownership, management, were registered with the Commonwealth of Virginia at the same time and are located at the same building address as the NRA. ATI is also owned by the principal owner of MMP (“MMP Principal”) but was managed as a separate entity.

104. The NRA’s general ledger data produced, which covers a restricted time period, shows that the NRA paid MMP Entities \$110.5 million and ATI \$11.7 million from 2015 through 2021.¹¹² The record evidence indicated that prior to 2015, MMP Entities were paid approximately an additional \$25.6 million, for total payments from 2011 through 2021 of approximately \$136 million.¹¹³

105. MMP’s contract with the NRA states it was to provide strategic, creative, and direct marketing and promotional services related to “membership acquisition, retention, and renewal programs”¹¹⁴ through a variety of media channels, including mail, e-commerce, text messaging, mailing inserts, advertising, social networks and television, among other services.

106. Concord’s contract with the NRA stated it was to provide services related to “membership acquisition, retention, and renewal programs”, including: (i) providing content for NRA publications; (ii) monitoring print, broadcast, and internet news related to the NRA, firearms, and the firearm industry; (iii) coordinating research, designing, and implementing promotional/educational media campaigns; and (iv) drafting op-ed pieces, among other services.¹¹⁵

107. Allegiance’s contract with the NRA stated it was to provide strategic, creative, and direct marketing promotional services related to “fundraising campaigns” for NRA’s Membership, Institute for Legislative Action, and Political Victory Fund divisions, and for NRA’s Annual Meeting and Celebration of America’s Values events.¹¹⁶

108. Each of the three contracts for MMP, Concord, and Allegiance, respectively, contained similar language in terms of compensation, reimbursement, billing, and approvals/authorization required from the NRA prior to action being taken by the MMP Entities. The primary fee associated with each contract was a “Management Fee” consisting of a fixed amount due each

¹¹² The NRA provided limited general ledger data consisting of expenses greater than \$1,000 from 2015 through 2021. NRA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01537374-01537380).

¹¹³ Email from MMP to NRA, June 14, 2019 (NRA-NYAGCOMMDIV-00008642).

¹¹⁴ MMP Contract effective December 1, 2011, pg. 1 (NRA-NYAGCOMMDIV-00874689).

¹¹⁵ Concord Contract effective December 1, 2011, pgs. 1-2 (NRA-NYAGCOMMDIV-01318675).

¹¹⁶ Allegiance Contract effective December 1, 2011, pg. 1 (NRA-NYAGCOMMDIV-00874698).

month. With limited exceptions, the contracts state that that the Management Fee “shall be reviewed periodically at the request of either party, at least once per year and adjusted based on [each MMP Entity’s] performance and cost consideration.”¹¹⁷

109. The contracts also included language whereby the NRA would pay separate fees to be agreed upon on an *ad hoc* basis for “Production Costs” and “Service Costs”, covering certain out-of-pocket expenses, “Special Projects” requested by the NRA, and “Customary Markup” on third-party vendor charges.¹¹⁸

110. The initial contracts for MMP and Concord provided for a five-year contract term, with automatic extensions of successive three-year terms thereafter unless the parties terminated the agreements.¹¹⁹ The initial Allegiance contract provided for a two-year contract, with automatic extensions of successive six-month terms thereafter unless the parties terminated the agreement.¹²⁰

111. MMP Entities were required to obtain prior authorization “before making any commitment on the NRA’s behalf that entails a contractual obligation or exceeds a budgeted, stated or probable total expenditure greater than fifty thousand dollars (\$50,000).”¹²¹ In addition, the MMP Entities were required to submit budget estimates for particular projects, referred to as “jobs”, and obtain written approval from the NRA before proceeding.¹²²

112. At inception, the contracts with MMP, Concord, and Allegiance committed the NRA to pay monthly Management Fees of \$400,000, \$135,000, and \$40,000, respectively, for a monthly total of \$575,000 or an annual total of \$6,900,000.¹²³ Over approximately the next decade, the

¹¹⁷ MMP Contract effective December 1, 2011, pg. 3 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011, pg. 2 (NRA-NYAGCOMMDIV-01318675); Allegiance Contract effective December 1, 2011, pg. 3 (NRA-NYAGCOMMDIV-00874698).

¹¹⁸ MMP Contract effective December 1, 2011, pgs. 3-4 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011, pgs. 2-3 (NRA-NYAGCOMMDIV-01318675); Allegiance Contract effective December 1, 2011, pgs. 3-4 (NRA-NYAGCOMMDIV-00874698).

¹¹⁹ MMP Contract effective December 1, 2011, pgs. 5-6 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011, pg. 4 (NRA-NYAGCOMMDIV-01318675).

¹²⁰ Allegiance Contract effective December 1, 2011, pg. 5 (NRA-NYAGCOMMDIV-00874698).

¹²¹ MMP Contract effective December 1, 2011, pg. 4 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011, pg. 3 (NRA-NYAGCOMMDIV-01318675); Allegiance Contract effective December 1, 2011, pg. 4 (NRA-NYAGCOMMDIV-00874698).

¹²² MMP Contract effective December 1, 2011, pg. 4 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011, pg. 3 (NRA-NYAGCOMMDIV-01318675); Allegiance Contract effective December 1, 2011, pg. 4 (NRA-NYAGCOMMDIV-00874698).

¹²³ MMP Contract effective December 1, 2011, pg. 9 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011, pg. 8 (NRA-NYAGCOMMDIV-01318675); Allegiance Contract effective December 1, 2011, pg. 11 (NRA-NYAGCOMMDIV-00874698).

Management Fees were increased multiple times for each contract based on verbal approvals, as opposed to written contracts.

113. The NRA also entered into a Production and Distribution Agreement with ATI in 1997 and a revised Production and Distribution Agreement in 2004, each for the production and distribution of 26 half hour episodes of the television series “Crime Strike.”¹²⁴ For the majority of its run, Mr. LaPierre hosted the television series.¹²⁵ The 1997 Agreement requires the NRA to contribute \$685,000 to the cost of the production of the show, while the 2004 Agreement calls for the NRA to contribute \$46,769.97 per episode (or approximately \$1.2 million for 26 episodes).¹²⁶ The 2004 Agreement was to “update, revise and replace the 1997 Agreement” which had previously been extended “from year to year.”¹²⁷

B. ANALYSIS OF INITIAL MMP ENTITIES AND ATI CONTRACTS AGAINST NRA POLICIES

114. I have been asked by Counsel to analyze the factual record related to arrangements with the MMP Entities and ATI against the backdrop of the relevant NRA policies, procedures, and internal controls, including the NRA Procurement Policy, Contract Review Policy, Financial Disclosure Questionnaire, and Conflict of Interest and Related Party Transaction Policy, and provide opinions as to whether the NRA and relevant individuals adhered to internal policies. My findings are documented below. I have also been asked to provide opinions as to whether the record evidence related to the MMP Entities and ATI arrangements present fraud risk indicators, which are discussed in section XVII below.

115. As discussed previously, the NRA has had longstanding procurement and contract approval policies in place since at least 1997 requiring that contracts requiring payments equal to or greater than \$100,000 in any twelve-month period be reviewed and approved in writing by the appropriate Division Director, EVP, and Treasurer, with approval signatures also required from the NRA’s

¹²⁴ ATI and NRA Production and Distribution Agreements, November 26, 1997 and March 9, 2004 (NRA-NYAGCOMMDIV-01473560).

¹²⁵ Amended Verified Answer of Defendant Wayne LaPierre, April 12, 2022, pg. 34.

¹²⁶ ATI and NRA Production and Distribution Agreements, November 26, 1997, pg. 3 and March 9, 2004, pg. 2 (NRA-NYAGCOMMDIV-01473560).

¹²⁷ ATI and NRA Production and Distribution Agreement, March 9, 2004, pg. 1 (NRA-NYAGCOMMDIV-01473560).

President and another Vice President. Annual or recurring contracts also required separate review and approval by the NRA's Office of the General Counsel.¹²⁸

116. The NRA's Procurement Policy in place since 2006 also required solicitation of "competitive bids/pricing for goods and services valued at or above \$5,000." All non-competitive purchases at or above the \$5,000 threshold were required to "be adequately and appropriately justified and documented." In addition, the policy stated that a request for proposal ("RFP") was to be issued "when competitive bidding is not appropriate, the specifications or scope of work is complex and/or when subjective factors, other than price, are to be used in the evaluation for selection." RFPs were required for all purchases equal to or greater than \$100,000.¹²⁹

117. I noted that the policy around competitive bidding included an exception stating that "Purchases or services directly related to legal counsel, political strategy, public relations, membership, fundraising and marketing may be selected using means other than a competitive bid solicitation at the discretion of the Executive Vice President."¹³⁰ The services listed in the exception of the NRA Procurement Policy appear to be consistent with services the MMP Entities performed for the NRA (other than legal counsel), indicating the MMP Entities contracts did not require a competitive bidding solicitation process. In such cases, the policy stated: "Testing of goods and services in lieu of a competitive bid or RFP shall be utilized when appropriate. Any contracts or Association business awarded in this capacity shall be reported to Finance Committee on an annual basis."¹³¹ The reference to "testing" of goods and services is not defined, but I presume refers to periodic assessment of the contract costs against some measure of market pricing. I have seen no indication such analyses occurred during the time covered by the initial contracts.

118. The three MMP Entities were incorporated at approximately the same time in mid-September 2011.¹³² On or around December 12, 2011, the NRA prepared certain contract review

¹²⁸ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666). The NRA Procurement Policy references a Purchasing Procedures Manual, which StoneTurn understands, based on testimony, does not exist (Testimonial Hearing of Lisa George, February 11, 2020, pgs. 64-65, 86-87, 98-99 and 103 (NYAG-00006294)).

¹²⁹ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

¹³⁰ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

¹³¹ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

¹³² Deposition of Murray Drechsler, August 10, 2022, pgs. 24-25; Deposition of Wilson Phillips, August 10, 2021, pg. 189.

and approval documents. The record evidence indicated that the NRA, specifically Mr. Phillips, prepared a business case analysis for the contracts with all three MMP Entities, and contract review signature worksheets for both the MMP and Concord contracts.¹³³ It is my understanding the NRA did not seek proposal materials from an RFP process nor did the MMP Entities submit formal proposals through a competitive bidding process.¹³⁴

119. Approval signatures on the contract review signature sheet for the MMP contract indicate the following:¹³⁵

- Mr. Phillips' signature was dated December 12, 2011;
- Mr. LaPierre's signature was undated;
- Office of the General Counsel's signature was dated January 12, 2012;
- Sonya Rowling's ("Rowling"), Finance, signature was dated January 12, 2012;
- David Keene's, NRA President, signature was dated January 24, 2012; and
- Allan Cors', NRA Vice President, signature was dated February 7, 2012.

120. Based on my review of the MMP contract attached to the contract review signature sheet, I observed that the Management Fee section of the unsigned version of the contract attached to the worksheet stated that MMP's Management Fee would be \$400,000 per month. This version of the contract subjected to the contract review process also stated "[a]ny management fee increases shall be limited to 10% annually", which would have imposed a price control measure into the agreement.¹³⁶

121. I compared the unsigned version of the MMP contract subjected to the contract review and approval process to what I understand to be the executed version of the contract signed by Mr. Phillips and Mr. LaPierre and countersigned by MMP's CFO and Vice President. The executed contract bears a signature date of December 16, 2011 for all signatories.¹³⁷ Remarkably, the final

¹³³ MMP Contract Review Packet (NRA-NYAGCOMMDIV-00867564); Concord Contract Review Packet (NRA-NYAGCOMMDIV-00867607); Allegiance Business Case Analysis (NRA-NYAG-00020634).

¹³⁴ Deposition of Gurney Sloan, June 6, 2022, pgs. 213-214.

¹³⁵ MMP Contract Review Packet (NRA-NYAGCOMMDIV-00867564).

¹³⁶ MMP Contract Review Packet, pg. 3 (NRA-NYAGCOMMDIV-00867564).

¹³⁷ MMP Contract effective December 1, 2011, pg. 8 (NRA-NYAGCOMMDIV-00874689).

executed version of the MMP contract appears to be largely identical to the draft subjected to the contract review and approval process, except for the fact that the executed contract *excluded* the sentence limiting annual increases to the Management Fee to 10%.¹³⁸

122. Furthermore, I noted that the dates of the required review and approval signatures by the NRA President, Vice President, General Counsel, and Ms. Rowling were nearly a month (or more) *after* the effective date of the executed version of the MMP contract, indicating that the contract was executed by Mr. LaPierre and Mr. Phillips prior to obtaining the authorizations required by NRA policy and with different terms pertaining to pricing than were presented to other contract approvers. Based on my analysis of these facts, the MMP contract signed in December of 2011 was done without proper approval under the NRA's Procurement Policy.

123. Similarly, the initial Concord contract, which was signed only by Mr. Phillips on December 16, 2011, was also executed prior to the review and approval of the NRA President, Vice President, and financial services representative.¹³⁹ I have not identified a contract review signature worksheet for Allegiance from 2011, which suggests this contract was also executed without proper review and approval under the NRA Procurement Policy.

124. With respect to ATI, I observed that the 1996 special report of the Finance Committee regarding concerns about vendor contract processes noted that the NRA paid ATI approximately \$14.2 million over nearly four years (1993-1996) without a written contract, and instead based on verbal agreements with the EVP.¹⁴⁰ This fact came to the attention of the Finance Committee through additional "due diligence" conducted in response to concerns about lax procurement and contracting processes.¹⁴¹

125. The Finance Committee Directors indicated that during their inquiry the NRA Chief of Staff at that time informed them of his concern that "large invoices had been received from [ATI] which were not budgeted items approved by the Board of Directors."¹⁴² The Chief of Staff

¹³⁸ MMP Contract effective December 1, 2011 (NRA-NYAGCOMMDIV-00874689).

¹³⁹ Concord Contract effective December 1, 2011 (NRA-NYAGCOMMDIV-01318675); Concord Contract Review Packet (NRA-NYAGCOMMDIV-00867607).

¹⁴⁰ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996, pg. 4 (NYAG-FEC-00000063). It was further supported in testimony that "Wayne said approvals" were not permitted. Deposition of Sonya Rowling, July 14, 2022, pgs. 269-272.

¹⁴¹ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996, pg. 4 (NYAG-FEC-00000063).

¹⁴² Id.

indicated that the NRA “had no contract and no Board required officer approval with [ATI]” and that “repeated attempts to clarify [the NRA’s] business relationship...were unsuccessful.”¹⁴³ The Chief of Staff, and subsequently the CFO, confirmed there was “virtually no supporting paperwork” and that the NRA had “paid very large sums of money to a vendor based, essentially, on a vague verbal ‘purchase order’ from [the NRA] EVP.”¹⁴⁴

126. The Finance Committee Directors’ report highlighted that a portion of the NRA funds (approximately \$570,000 per year) were spent on a radio show for Mr. LaPierre, which the Directors believed was a “vanity” radio show that the Board would unlikely have approved if they were aware of it because it was “not centered around [the NRA’s] issue, [the NRA] would not own [it]...and [it was] not even directly linked to the Association.”¹⁴⁵ The report indicates that earlier reports to the Membership Committee of the Board characterized that Mr. LaPierre had been *offered* a show, and that the Directors were surprised to learn that the NRA had actually *paid for* Mr. LaPierre to do the show. The record is clear that the ATI arrangement from the outset was an example of a pattern of failure to follow policies and was a subject of concern for the Finance Committee.

127. Documents identified in my analysis indicate that the ATI relationship continued and was eventually formalized in a contract, but those later contracts had similar gaps in the execution of internal controls and processes. The record evidence indicates that Mr. Phillips prepared a contract review signature sheet for both the 1997 and 2004 Production and Distribution Agreements between the NRA and ATI.¹⁴⁶ It is my understanding that a business case analysis was only performed for the 2004 Agreement, even though it was required since at least 1997 that all contracts over \$100,000 in a twelve-month period require a business case analysis before the required sign-off approval.¹⁴⁷

128. I have also noted both the 1997 and 2004 Production and Distribution Agreements between the NRA and ATI were executed prior to the review and approval of all required parties, as contract

¹⁴³ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996, pgs. 4-5 (NYAG-FEC-00000063).

¹⁴⁴ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996, pg. 5 (NYAG-FEC-00000063).

¹⁴⁵ Id.

¹⁴⁶ ATI and NRA Production and Distribution Agreements, November 26, 1997 and March 9, 2004 (NRA-NYAGCOMMDIV-01473560).

¹⁴⁷ Policy Statement Memo, Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000, February 27, 2012, pg. 1 (NRA-NYAGCOMMDIV-00078366).

review sheet for the November 1997 Agreement was not completed until December 1997, and the contract review sheet and business case analysis for the March 2004 Agreement were not completed until the end of April 2004.¹⁴⁸ I have not identified a business case analysis for the 1997 ATI Agreement, which suggests this contract was also executed without proper review and approval under the NRA Procurement Policy.

C. ANALYSIS OF MMP ENTITIES AND ATI CONTRACTS FINANCIAL HISTORY

129. In the years after initial contracts commenced, the MMP Entities increased Management Fee rates for all three contracts on multiple occasions. The below tables summarize the escalation in Management Fee amounts over time for each of the three MMP Entities from 2011 through 2021.

MMP.1 - MMP Management Fee Changes

Entity	Begin Date	End Date	Months in Effect	Mgt Fee/Mo.	Dollar Chg.	% Chg.
MMP	12/1/2011	11/30/2012	12	\$ 400,000	N/A	N/A
MMP	12/1/2012	7/31/2014	20	\$ 500,000	\$ 100,000	25%
MMP	8/1/2014	5/31/2015	10	\$ 575,000	\$ 75,000	15%
MMP	6/1/2015	8/31/2015	3	\$ 645,000	\$ 70,000	12%
MMP	9/1/2015	12/31/2015	4	\$ 704,850	\$ 59,850	9%
MMP	1/1/2016	8/31/2016	8	\$ 804,850	\$ 100,000	14%
MMP	9/1/2016	7/31/2017	11	\$ 954,850	\$ 150,000	19%
MMP	8/1/2017	12/31/2021	53	\$ 961,850	\$ 7,000	1%

MMP.2 - Concord Management Fee Changes

Entity	Begin Date	End Date	Months in Effect	Mgt Fee/Mo.	Dollar Chg.	% Chg.
Concord	12/1/2011	12/31/2012	13	\$ 135,000	N/A	N/A
Concord	1/1/2013	5/31/2014	17	\$ 185,000	\$ 50,000	37%
Concord	6/1/2014	6/30/2014	1	\$ 205,000	\$ 20,000	11%
Concord	7/1/2014	5/31/2015	11	\$ 230,000	\$ 25,000	12%
Concord	6/1/2015	8/31/2016	15	\$ 260,000	\$ 30,000	13%
Concord	9/1/2016	6/30/2017	10	\$ 300,000	\$ 40,000	15%
Concord	7/1/2017	7/31/2017	1	\$ 320,000	\$ 20,000	7%
Concord	8/1/2017	1/31/2018	6	\$ 340,000	\$ 20,000	6%
Concord	2/1/2018	12/31/2021	47	\$ 373,000	\$ 33,000	10%

¹⁴⁸ ATI and NRA Production and Distribution Agreements, November 26, 1997 and March 9, 2004 (NRA-NYAGCOMMDIV-01473560).

MMP.3 - Allegiance Management Fee Changes

Entity	Begin Date	End Date	Months in Effect	Mgt Fee/Mo.	Dollar Chg.	% Chg.
Allegiance	12/1/2011	8/31/2016	57	\$ 40,000	N/A	N/A
Allegiance	9/1/2016	6/30/2017	10	\$ 50,000	\$ 10,000	25%
Allegiance	7/1/2017	7/31/2017	1	\$ 65,000	\$ 15,000	30%
Allegiance	8/1/2017	1/31/2018	6	\$ 85,000	\$ 20,000	31%
Allegiance	2/1/2018	12/31/2021	47	\$ 90,000	\$ 5,000	6%

130. From a monetary perspective, the Management Fees for the MMP Entities in the aggregate have gone from \$575,000 per month in December 2011 to \$1,424,850 in December of 2021, an increase of 148%. On an annual basis, the collective Management Fees have gone from approximately \$7.0 million to over \$17.1 million per year. The rate increases were largest in the 2013 through 2018 calendar years, ranging from annual increases of \$665,000 to nearly \$3.0 million in a single year, with an average increase of \$1.7 million per year, collectively. The Management Fees for the MMP Entities from 2019 through 2021 largely remained static, with only minimal increases in 2019.

MMP.4 - MMP Entity Combined Annual Management Fee Changes per Year

Year	MMP Mgmt Fee	Concord Mgmt Fee	Allegiance Mgmt Fee	Total MMP Entity Mgmt Fee	Total Change (\$)	Total Change (%)
2011	\$ 400,000	\$ 135,000	\$ 40,000	\$ 575,000	N/A	N/A
2012	4,900,000	1,620,000	480,000	7,000,000	N/A	N/A
2013	6,000,000	2,220,000	480,000	8,700,000	1,700,000	24.3%
2014	6,375,000	2,510,000	480,000	9,365,000	665,000	7.6%
2015	7,629,400	2,970,000	480,000	11,079,400	1,714,400	18.3%
2016	10,258,200	3,280,000	520,000	14,058,200	2,978,800	26.9%
2017	11,493,200	3,820,000	790,000	16,103,200	2,045,000	14.5%
2018	11,542,200	4,443,000	1,075,000	17,060,200	957,000	5.9%
2019	11,542,200	4,476,000	1,080,000	17,098,200	38,000	0.2%
2020	11,542,200	4,476,000	1,080,000	17,098,200	-	0.0%
2021	11,542,200	4,476,000	1,080,000	17,098,200	-	0.0%
Total	\$ 93,224,600	\$ 34,426,000	\$ 7,585,000	\$ 135,235,600		

131. Except for certain Management Fee rate changes in the amended Allegiance contract, the increases to the contractual Management Fees for the MMP Entity contracts were generally not documented in writing or subjected to the NRA's review policies for contracts and renewals. In the case of Allegiance, the Fourth Amendment to its initial contract, signed by Mr. LaPierre on behalf of the NRA on January 3, 2019, stated that the Management Fee would be \$90,000 with

rate increases not to exceed 10% annually.¹⁴⁹ The Allegiance contract Management Fee was increased four times after the contract was initiated, but the Fourth Amendment is the only instance I have identified where such change was formally documented.

132. The MMP Entity contracts stated that Management Fees “shall be reviewed periodically at the request of either party, at least once per year and adjusted based on [each MMP Entity’s] performance and cost consideration.”¹⁵⁰ I have identified no evidence indicating that any such contemporaneous analysis of the contract performance or costs of the services, either to the NRA or the underlying costs of the MMP Entities, were analyzed in order to assess the appropriateness of Management Fee increases. Retrospective questions regarding Management Fees were raised by the NRA CFO, Craig Spray (“Spray”), after taking over the role from Mr. Phillips, which I address subsequently herein.

133. The 1997 ATI Agreement requires the NRA to decide on or before October 1, 1998 if the NRA desires to produce any additional television programs with ATI.¹⁵¹ I have identified no evidence of a contractual or business case review regarding the NRA’s desire to extend, revise or update the 1997 ATI Agreement before 2004, even though the 2004 ATI Agreement implies that the involved parties have extended the 1997 Agreement “from year to year.”¹⁵²

134. The 2004 Agreement further requires the NRA to decide and advise ATI on or before May 1, 2004 if the NRA desires to produce any additional programs, for which I have also not identified evidence of a contractual or business case review regarding the NRA’s desire to extend, revise or update the 2004 Agreement.¹⁵³ Despite the lack of documented agreement extensions, the Second

¹⁴⁹ Fourth Amended Allegiance Contract effective January 3, 2019, pg. 2 (NRA-NYAGCOMMDIV-00874671).

¹⁵⁰ MMP Contract effective December 1, 2011, pg. 3 (NRA-NYAGCOMMDIV-00874689); Concord Contract effective December 1, 2011, pg. 2 (NRA-NYAGCOMMDIV-01318675); Allegiance Contract effective December 1, 2011, pg. 3 (NRA-NYAGCOMMDIV-00874698). In its First Amended Verified Answer to Amended and Supplemental Complaint and Counterclaims, the NRA admitted that payments were made to the MMP Entities for additional services and staffing not originally contemplated in the 2011 contracts over the course of 2012 to 2018 (First Amended Verified Answer to Amended and Supplemental Complaint and Counterclaims, April 15, 2022, pg. 43).

¹⁵¹ ATI and NRA Production and Distribution Agreements, November 26, 1997 and March 9, 2004 (NRA-NYAGCOMMDIV-01473560).

¹⁵² ATI and NRA Production and Distribution Agreements, November 26, 1997 and March 9, 2004 (NRA-NYAGCOMMDIV-01473560).

¹⁵³ ATI and NRA Production and Distribution Agreements, November 26, 1997 and March 9, 2004 (NRA-NYAGCOMMDIV-01473560).

Amended Complaint alleged the NRA has paid ATI nearly \$17 million since 2014.¹⁵⁴ The record evidence further indicated the agreement between ATI and the NRA was orally renewed.¹⁵⁵

D. ANALYSIS OF AMENDMENTS TO MMP ENTITIES AND ATI CONTRACTS AGAINST NRA POLICIES

135. For the MMP and Concord contracts, each had two formal contract amendments executed at various points in time after the initial contracts were executed. Those contract amendments extended the term of the agreements for five-year periods but made no reference to changes in the Management Fee amount referenced in the initial contracts. Each amendment to extend the contract terms for the MMP and Concord contracts stated “[a]ll other terms and conditions of the [initial] Agreement shall remain in full force and effect”, which would, by definition, presumably include the initial Management Fee stated in the respective contracts.¹⁵⁶

136. I found it noteworthy that the amendments to both the MMP and Concord contracts extended the terms of the contracts for periods well into the future, in some cases after only a few months of operating under then already operative five-year contracts. The First Amendments to the MMP and Concord contracts, signed on April 22, 2015, extended the term of the contracts for five years beginning on December 1, 2016.¹⁵⁷ Then on January 30, 2017, only two months into the effective five-year term of the First Amendment, the NRA entered into the Second Amendments to those same contracts. The Second Amendments to the MMP and Concord contracts, respectively, committed the NRA to an *additional* five-year period commencing on December 1, 2021, almost five years in the future.¹⁵⁸ As of the last amendments in January 2017, the NRA had extended the contracts such that they covered almost a decade, with an end date (excluding the possible automatic extension) of December 2026.

¹⁵⁴ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 43.

¹⁵⁵ NRA Email, February 19, 2019 (NRA-NYAGCOMMDIV-01473559).

¹⁵⁶ First Amended MMP Contract, April 22, 2015, pg. 1 (NRA-NYAGCOMMDIV-00874669); Second Amended MMP Contract, January 30, 2017, pg. 1 (NRA-NYAGCOMMDIV-00874709); First Amended Concord Contract, April 22, 2015, pg. 1 (NRA-NYAGCOMMDIV-01318673); Second Amended Concord Contract, January 30, 2017, pg. 1 (NRA-NYAGCOMMDIV-01318683).

¹⁵⁷ First Amended MMP Contract, April 22, 2015, pg. 1 (NRA-NYAGCOMMDIV-00874669); First Amended Concord Contract, April 22, 2015, pg. 1 (NRA-NYAGCOMMDIV-01318673).

¹⁵⁸ Second Amended MMP Contract, January 30, 2017, pg. 1 (NRA-NYAGCOMMDIV-00874709); Second Amended Concord Contract, January 30, 2017, pg. 1 (NRA-NYAGCOMMDIV-01318683).

137. In sum, while the MMP and Concord contracts did have formal amendments to extend the time period of the contracts, the changes in Management Fee rates occurring over time were not memorialized.

138. The below tables summarize a timeline of each of the three MMP Entities and ATI contracts and their respective amendments and commitments.

MMP.5 – MMP Contract Timeline

Entity	Date	Detail
MMP	12/1/2011	Five-year contract. Management Fee of \$400,000 per month.
MMP	4/22/2015	First Amendment extending contract five years beginning 12/1/2016.
MMP	1/30/2017	Second Amendment extending contract five years beginning 12/1/2021.

MMP.6 – Concord Contract Timeline

Entity	Date	Detail
Concord	12/1/2011	Five-year contract. Management fee of \$135,000 per month.
Concord	4/22/2015	First Amendment extending contract five years beginning 12/1/2016.
Concord	1/30/2017	Second Amendment extending contract five years beginning 12/1/2021.

MMP.7 – Allegiance Contract Timeline

Entity	Date	Detail
Allegiance	12/1/2011	Two-year contract. Management Fee of \$40,000 per month.
Allegiance	2/18/2013	First Amendment extending contract two years beginning 12/1/2013.
Allegiance	4/22/2015	Second Amendment extending contract two years beginning 12/1/2015.
Allegiance	1/30/2017	Third Amendment extending contract two years beginning 12/1/2017.
Allegiance	N/A	Fourth Amendment extending contract two years beginning 12/1/2019. Management Fee of \$90,000 per month. Management Fee increases shall not exceed 10% annually and shall be approved in writing by the NRA.
Allegiance	11/12/2021	Fifth Amendment extending contract two months beginning 12/1/2021.
Allegiance	2/1/2022	Sixth Amendment extending contract three months beginning 2/1/2022.
Allegiance	5/1/2022	Seventh Amendment extending contract one month beginning 5/1/2022.
Allegiance	6/1/2022	Eighth Amendment extending contract one month beginning 6/1/2022.
Allegiance	7/1/2022	Ninth Amendment extending contract one month beginning 7/1/2022.

E. ANALYSIS OF MANAGEMENT FEE CHANGES

139. The record evidence in this matter, including documents produced by MMP, the NRA and testimony, indicates that the Management Fee changes, as well as long-term contract extensions,

were agreed to by the EVP and Treasurer of the NRA, and without contract amendments or addenda documenting the change in Management Fee amounts.¹⁵⁹ I understand Mr. LaPierre has testified that he did not have a role in negotiating the contracts with MMP Entities, but I observed that he and Mr. Phillips were both signatories on all of the contracts, related amendments, and contract review and approval paperwork identified.¹⁶⁰ Notably, in a 2019 document regarding fee increases prepared by MMP's CFO and sent to the NRA's then CFO and Treasurer, Mr. Spray, MMP's CFO stated:¹⁶¹

“All fee increases were negotiated with the ownership of the MMP entities [MMP Principal] and approved by NRA's Executive Vice President [Mr. LaPierre] and Treasurer [Mr. Phillips]. The increases were effective on the dates in the table below. No contract addenda were requested from the NRA's Treasurer's office.” (Emphasis added)

140. My review of relevant testimony corroborates this statement. For example, during his deposition, the CFO of MMP recalled negotiations of the monthly fee increases for the MMP entities' contracts to involve himself, another MMP Principal, and Mr. Phillips.¹⁶² The deposition includes two exhibits which confirm Mr. LaPierre's involvement in discussions of billing increases to MMP Entities. The first is an internal MMP email stating, “[b]ased on your discussions with [Mr. LaPierre] and [Mr. Phillips] regarding the agreed upon billing increase by MMP for its additional investment and cost of operations for the expanded internet marketing, and e-mail systems for the NRA. We are preparing the June bills, that will be sen[t] out by the end of this week, these bills have increased by \$100,000.”¹⁶³ The second exhibit is also an internal MMP email discussing increased billing. The CFO confirms the increases were paid, to which the MMP Principal replies “[yes] I know I talk[ed] to [Mr. LaPierre] actually...when we were on the plane just before we took off, that's why this got done.”¹⁶⁴

¹⁵⁹ Deposition of Gurney Sloan, June 6, 2022, pgs. 65, 71-73; Deposition of Murray Drechsler, August 10, 2022, pgs. 137-139 and 142; Internal MMP email, June 23, 2015 (ATI00000539).

¹⁶⁰ Deposition of Wayne LaPierre, June 27, 2022, pg. 47.

¹⁶¹ MMP Group Services to NRA, Increase in Services and Billing, December 2011 to November 2018, pg. 4 (NRA-NYAGCOMMDIV-00008642).

¹⁶² Deposition of Murray Drechsler, August 10, 2022, pg. 142.

¹⁶³ Internal MMP email, June 23, 2015 (ATI00000539).

¹⁶⁴ Internal MMP email, September 28, 2017 (ATI00003646).

141. In addition, I noted additional documents produced in this litigation whereby NRA insiders, including those responsible for NRA finances, expressed their belief and understanding that the MMP Entity contracts and related Management Fees were increased with the approval of informal “asks” of Mr. Phillips and Mr. LaPierre.¹⁶⁵

142. Given the financial significance of the amendments to the Management Fees, and potential conflict of interest issues discussed subsequently in this report, I would expect any changes to the contractually specified Management Fees to be formally documented by the NRA, such as by formal amendment or addenda to the contract. Based on my experience, education, and training, such documentation is critical to evidencing the appropriate adherence to policies, procedures, and controls designed to ensure careful oversight of the NRA’s expenditures.

143. Testimony and other documents in the record corroborate that the Management Fee amounts were agreed to verbally or through otherwise informal means of communication between the NRA and MMP Entities and ATI.¹⁶⁶ As NRA policies required separate review and approval procedures for contracts equal to or greater than \$100,000, any verbal amendments to the contract should have been subject to the aforementioned internal approval processes.¹⁶⁷ They were not.

144. Without the formal approval processes required by policy, the MMP Entity contracts, as actually operated with increased Management Fee amounts, were effectively unapproved / non-compliant arrangements with respect to the NRA’s Procurement and Contract Review Policies.

145. I have noted that record evidence shows that in August 2018, the NRA’s then-former CFO, Mr. Phillips, sent correspondence to MMP’s CFO asking for evidence of approval and justification of historical Management Fee increases in relation to the MMP Entities contracts. I understand this inquiry was requested by the then-NRA CFO, Mr. Spray, in an effort to understand the fees being charged. A subsequent email in June 2019, nearly a year later, from the MMP CFO to Mr. Spray attaches documentation with retrospective explanation of fee increases, which the MMP

¹⁶⁵ Email Exchange Between Michael Erstling and Rick Tedrick, September 2017 (NRA-NYAGCOMMDIV-00315390).

¹⁶⁶ Deposition of Michael Erstling, June 16, 2022, pgs. 218, 225; Deposition of Craig Spray, March 24, 2021, pgs. 215-217; NRA Email, February 19, 2019 (NRA-NYAGCOMMDIV-01473559).

¹⁶⁷ In addition, it is unclear, and may perhaps require separate legal determination, as to whether the fee increases were legally binding as undocumented amendments to the contracts. I am not rendering any legal opinion regarding this topic and have assumed for my analysis that they were undocumented but legally enforceable.

CFO asserts were approved by Mr. LaPierre and Mr. Phillips.¹⁶⁸ The MMP CFO states the document explaining fee increases had been previously sent to “Woody [Phillips] or legal.”¹⁶⁹

146. I found it noteworthy that (i) this document, which responded to the initial correspondence sent by Mr. Phillips purportedly questioning the approval of rate increases for the MMP Entities, indicated Mr. Phillips himself had approved the increases (along with Mr. LaPierre), and (ii) that while MMP indicated they had previously sent the narrative to Mr. Phillips, it was not forwarded to Mr. Spray. I understand Mr. Spray was ultimately terminated by Mr. LaPierre and no changes were made to the MMP Entities’ Management Fees.

147. I also identified an Excel spreadsheet analysis from January 2020, nearly a year and a half after the initial inquiries of MMP and six months after the MMP response explaining historical fee increases was forwarded to Mr. Spray, that appears to be an analysis by the NRA of MMP’s revenue, cost, and operating profits from the three contracts.¹⁷⁰ This document indicates that MMP was making an annual operating profit of approximately \$8.9 million per year, at a 51.8% profit margin, from the NRA contracts collectively. Notwithstanding this information and questions surrounding the Management Fees, the NRA did not seek to renegotiate or amend the contracts until recently.

148. As discussed previously, the version of the initial contract that was subject to the contract review and approval processes indicated that the MMP contract would include a 10% limit on annual increases to the Management Fee. I noted in my review of documents that there was confusion by multiple parties as to whether a 10% limit on annual Management Fee increases was in effect. For example, audit workpapers from the NRA’s external auditor until 2019, RSM, indicated that they understood the contracts to have a 10% cap.¹⁷¹ In addition, the then-Director of Budget and Financial Analysis and the Managing Director of Finance prepared analyses in 2017 that reflected their understanding at the time that a 10% cap was in place.

149. For the benefit of the trier-of-fact in this matter, I have calculated the hypothetical amounts that would have been billed by MMP Entities and paid for by the NRA under the following two scenarios: (1) assuming the initial stated contract amounts subject to contract review and approval

¹⁶⁸ Email from MMP to NRA, June 14, 2019 (NRA-NYAGCOMMDIV-00008642).

¹⁶⁹ Id.

¹⁷⁰ Spreadsheet analysis of MMP pro-forma P&L. (NRA-NYAGCOMMDIV-01537500)

¹⁷¹ RSM Audit Workpaper, Contract Reviews, December 31, 2017 (RSM-NYAG 0033030).

processes remained constant; and (2) assuming that the initial contract amounts were increased over time, but only up to the annual 10% limit contemplated in the draft MMP contract attached to the contract review packet in 2011. This analysis is relevant as it presents the amounts that would have been paid if terms approved by secondary reviewers, other than Mr. LaPierre and Mr. Phillips, were adhered to and the Management Fees were either held constant or increases were kept to a 10% annual limit.

MMP.8 – NRA Payments to MMP, Scenario 1

Begin Date	End Date	Months in Effect	Monthly Payments with Original Contract Rate	Annual NRA Payment to MMP
Dec-11	Dec-21	121	\$ 400,000	\$ 48,400,000

MMP.9 – NRA Payments to MMP, Scenario 2

Begin Date	End Date	Months in Effect	Monthly Payments with 10% Annual Increase Cap	Annual NRA Payment to MMP
Dec-11	Nov-12	12	\$ 400,000	\$ 4,800,000
Dec-12	Nov-13	12	440,000	5,280,000
Dec-13	Nov-14	12	484,000	5,808,000
Dec-14	Nov-15	12	532,400	6,388,800
Dec-15	Nov-16	12	585,640	7,027,680
Dec-16	Nov-17	12	644,204	7,730,448
Dec-17	Nov-18	12	708,624	8,503,493
Dec-18	Nov-19	12	779,487	9,353,842
Dec-19	Nov-20	12	857,436	10,289,226
Dec-20	Nov-21	12	943,179	11,318,149
Dec-21	Dec-21	1	1,037,497	1,037,497
Total				\$ 77,537,135

150. Under Scenario 1, the cost to the NRA if the MMP Management Fee had been held constant would have been approximately \$48.4 million from December 2011 through December 2021. Under Scenario 2, the cost to the NRA if the MMP Management Fee had been subject to a 10% cap on annual increases would have been approximately \$77.5 million. By comparison, the actual Management Fees paid by the NRA during this time period were approximately \$93.2 million (see table MMP.4), which were approximately \$44.8 million more than Scenario 1 and \$15.7 million greater than Scenario 2.

F. ANALYSIS OF CONFLICTS OF INTEREST BETWEEN NRA EXECS AND MMP PRINCIPAL

151. I am aware that the OAG has alleged that certain NRA senior executives, including Mr. LaPierre and Mr. Phillips, have received personal benefits from MMP and ATI's Principal owner which were not disclosed when required per NRA policy. Specifically, the record evidence reflected that beginning in 2013, Mr. LaPierre: (i) attended "celebrity retreats" organized and paid for by MMP's Principal at the Atlantis resort on Paradise Island in the Bahamas; (ii) stayed on luxury yachts owned by the MMP Principal in both the Bahamas and Europe on multiple occasions, at no cost, and often with family members¹⁷²; (iii) took private flights to and from the Bahamas paid for by the NRA; (iv) provided gifts to the MMP Principal and family members with NRA funds; and (v) frequently met with the MMP Principal in person.¹⁷³

152. I have been asked by Counsel to evaluate the record evidence related to disclosures made by NRA Defendants regarding MMP Entity relationships considering the aforementioned activities, the MMP Entity contracts and related financial activity, and relevant NRA policies and procedures, such as the NRA Code of Ethics, Conflict of Interest and Related Party Transaction Policy, Disclosure of Financial Interest Policy, and Travel and Business Expense Reimbursement Policy.

153. As noted previously, the NRA Procurement Policy stated employees, officers, and directors were prohibited from using their position in a manner that may create a conflict, or the appearance of a conflict, and anyone in a position to influence a purchasing decision for which they might receive material benefit was "required to disclose the nature of the conflict to those involved the purchasing activity." The Statement of Corporate Ethics prohibited the acceptance of gifts and entertainment over a nominal amount from a supplier or potential supplier without first submitting written justification and receiving approval from a supervisor or officer.

¹⁷² Mrs. LaPierre also used the yachts for personal trips without Mr. LaPierre being present (Deposition of Wayne LaPierre, June 27, 2022, pgs. 265-267).

¹⁷³ Deposition of Wayne LaPierre, June 27, 2022, pgs. 218-221, 231-233, 239-245, and 265-273; Amended Verified Answer of Defendant Wayne LaPierre, April 12, 2022, pgs. 34-35; Bankruptcy Testimony of Wayne LaPierre, April 7, 2021, pgs. 112-114; A June 2018 Illusions yacht schedule reflected Susan and Wayne LaPierre as guests from June 18 to 23, 2018 and July 1 to 8, 2018, respectively, noting "does not pay for anything". Illusions Schedule, June 2018 (ATI00001849).

154. Various other aspects of NRA policies, including the Code of Ethics, Conflict of Interest Policy, and Disclosure of Financial Interest Policy address relationships between the NRA, employees, officers, and directors, and parties with which the NRA does business. NRA's Code of Ethics is the most broad policy document and indicates that conduct warranting investigation and potentially disciplinary action includes such things as "[a]busing one's position as a Director or officer for personal aggrandizement or preferment or private benefit or for the benefit of other persons or organizations; dereliction of one's fiduciary obligations to the Association; illegal or dishonest conduct;...willfully making false statements or misrepresentations."¹⁷⁴

155. The NRA's Conflict of Interest and Related Party Transaction Policy stressed the importance the duty of loyalty to the NRA and its best interests, rather than loyalty to personal interest or interests of others. It covers related party transactions and conflict of interest issues. With respect to conflicts of interest, the policy states that "[a]ll material facts related to conflicts of interest (including the nature of interest and information about any proposed transaction or other arrangement) are required to be disclosed in good faith and in writing to the NRA Audit Committee... Disclosures should be made in advance, before any action is taken on the matter."¹⁷⁵

156. The NRA's Disclosure of Financial Interest Policy provided a specific documentary mechanism for Covered Persons to disclose conflicts of interest. As noted previously, disclosable conditions included:¹⁷⁶

- **Any relationship with an entity that currently has business relationship or receives funds NRA or its Funds/Foundation** (Emphasis added).
- **Any relationship with an entity that is seeking to have business relationship or seeking to receive funds from NRA or its Funds/Foundation** (Emphasis added).
- **Gifts, gratuities, personal favors and entertainment greater than \$300 from entities noted above** (Emphasis added).

¹⁷⁴ NRA Policy Manual, March 11, 2020, Code of Ethics, pg. 16 (NRA-NYAGCOMMDIV-00008897).

¹⁷⁵ NRA Policy Manual, March 11, 2020, Conflict of Interest and Related Party Transaction Policy, January 9, 2016, pg. 19 (NRA-NYAGCOMMDIV-00008897).

¹⁷⁶ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pg. 277 (NRA-NYAGCOMMDIV-00008897).

157. The Executive Vice President, or Mr. LaPierre, during the period relevant for the MMP Entity contracts, was explicitly required to play a direct role in reporting financial interests that pose conflict of interest issues to the Audit Committee.¹⁷⁷

158. Based on my review of relevant testimony and documents, including annual Financial Disclosure Questionnaire responses for relevant individuals, Mr. LaPierre did not disclose the trips or use of the MMP Principal's yacht in his annual Financial Disclosure Questionnaire at any point until the NRA's bankruptcy litigation in 2021.¹⁷⁸ The Financial Disclosure Questionnaire inquiry that was particularly relevant asked whether the respondent or any relative had "received...any gift, gratuity, personal favor, or entertainment with either a retail price or fair market value in excess of \$250 from any person or entity that is seeking to have a business relationship with, or received funds from, the NRA or any NRA Entity." Mr. LaPierre responded "no" to this question in his questionnaires.¹⁷⁹ Subsequent to the bankruptcy litigation, Mr. LaPierre did attach explanatory notes acknowledging staying on the MMP Principal's yacht on "several occasions" but clarified these stays were "at no cost to the NRA."¹⁸⁰ Mr. LaPierre disclosed these trips had "a personal component" as he was joined by immediate and extended family members.¹⁸¹

159. With respect to Mr. Phillips, the record evidence indicated he also used one of the yachts owned by the MMP Principal. He testified that use of the yacht was purchased through a charitable donation of \$25,000.¹⁸² Subsequent to the trip in question, Mr. Phillips disclosed in his 2018 annual Financial Disclosure Questionnaire his use of the MMP Principal yacht, which was then ratified and approved by the NRA's Audit Committee retrospectively.¹⁸³

¹⁷⁷ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pg. 277 (NRA-NYAGCOMMDIV-00008897).

¹⁷⁸ Combined Disclosure Responses, 2008-2016 (NRA-NYAGCOMMDIV-00880776); LaPierre 2016 NRA Financial Disclosure Questionnaire, February 8, 2016 (NRA-NYAG-00009723); LaPierre 2017 NRA Financial Disclosure Questionnaire, October 24, 2017 (NRA-NYAG-00002384); LaPierre 2018 NRA Financial Disclosure Questionnaire, August 24, 2018 (NRA-NYAG-00002418); LaPierre 2020 NRA Financial Disclosure Questionnaire, January 28, 2020 (NRA-NYAGCOMMDIV-00199567); LaPierre 2021 NRA Financial Disclosure Questionnaire, April 7, 2021, pg. 6 (NRA-NYAGCOMMDIV-00199293).

¹⁷⁹ Id.

¹⁸⁰ LaPierre 2021 NRA Financial Disclosure Questionnaire, April 7, 2021, pg. 6 (NRA-NYAGCOMMDIV-00199293).

¹⁸¹ Id.

¹⁸² Deposition of Wilson Phillips, August 10, 2021, pgs. 175-176.

¹⁸³ Deposition of Wilson Phillips, August 10, 2021, pgs. 177-178; Phillips 2018 NRA Financial Disclosure Questionnaire, August 10, 2018, pg. 5 (NRA-NYAG-00009463); Deposition of Charles Cotton, June 17, 2022, pgs. 381, 389.

160. Given the Disclosure of Financial Interest Policy, and the Financial Disclosure Questionnaire, specified disclosable financial interests that might constitute a conflict of interest as “[a]ny relationship with an entity that currently has business relationship or receives funds NRA or its Funds/Foundation,” is seeking such a business relationship, or “[a]ny gift, gratuity, personal favor or entertainment with either a retail price or fair-market value in excess of \$300” from such entities, in my opinion, it is clear that the benefits provided by the MMP Principal to Mr. LaPierre, and associated friends and family, and Mr. Phillips required disclosure in advance of accepting those benefits.¹⁸⁴

161. My analysis of the record evidence related to the MMP Entity arrangements, including contracts and related amendments, contract review and approval documentation, financial disclosure and conflict of interest documentation, testimony from individuals familiar with the vendor relationship, accounting records related to payments, applicable policies and procedures, and contemporaneous emails and correspondence, indicates that the arrangements resulted in significant outflows of NRA funds for arrangements that were not compliant with established NRA policies.

G. MMP ENTITIES NEW CONSOLIDATED CONTRACT FROM AUGUST 2022

162. Only a few days before issuance of this report, the NRA produced a recently executed copy of a new contract with Allegiance. The contract, which was executed on August 18, 2022, consolidated and replaced the three distinct contracts with MMP Entities (MMP, Concord, and Allegiance) from 2017.¹⁸⁵ The new Management Fee under the consolidated August 2022 contract is \$775,000 per month for at least the first two years of a three-year contract.¹⁸⁶ This amounts to a reduction of approximately \$650,000 per month (or 46%) from the previous three entity contracts Management Fees in the aggregate, or \$7.8 million per year for the first two years. These savings are offset by a reduction rent charged by the NRA to MMP for office space totaling approximately \$120,000 per year. The Management Fee for the third year of the contract is not explicitly stated.

163. Prior to the August 2022 contract, the NRA signed a memorandum of understanding (“MOU”) that was executed by the NRA’s current Treasurer and CFO, as well as Mr. LaPierre, on

¹⁸⁴ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pgs. 275-277 (NRA-NYAGCOMMDIV-00008897).

¹⁸⁵ Allegiance Agreement, August 1, 2022 (NRA-NYAGCOMMDIV-01538647).

¹⁸⁶ Id.

July 29, 2022.¹⁸⁷ I understand this MOU generally served as the basis for the final contract and NRA testimony indicates this MOU was intended to serve as an interim consolidated MMP arrangement. I noted that the NRA provided a copy of a signature review worksheet and business case analysis for the MOU related to the required review and approval processes under the NRA Procurement Policy.¹⁸⁸ The MOU contract signature review sheet did not include signatures of the NRA President or a Vice President, as required by the Procurement Policy.

164. I also observed the July 2022 MOU terms were different than the August 2022 final executed contract subject to review and approval with respect to variable fees. In particular, the MOU included specific language regarding both (a) a potential downward adjustment of the Management Fee payable by the NRA in year three if certain “net contributions” targets (\$90 million annually) were not met by MMP in the preceding year and (b) a bonus payable to MMP of 10% of any amount exceeding the target amount for all three years of the arrangement.¹⁸⁹

165. However, the August 2022 signed Allegiance contract instead states that the year-three Management Fee would be determined later “based on market conditions and ACG’s performance during the initial two years of [the] Agreement.”¹⁹⁰ The measurement of “market conditions” and “ACG’s performance” is not defined in the contract. Presumably this will require specific analysis, and require separate review and approval in accordance with NRA Procurement Policy in the event additional fees exceeding \$100,000 per year are triggered in year three of the contract.

166. With respect to bonuses payable to Allegiance, the contract language is open ended, stating “ACG may receive bonus compensation in an amount to be determined by the NRA...Any bonus paid by the NRA shall in no way be based on a percentage of funds raised in any campaign.”¹⁹¹ Given the historical issues with the MMP Entities’ contracts, and near real-time scrutiny around this vendor relationship, it is unclear why contract terms around what seems to be a variable, discretionary “bonus” payable by the NRA in future periods would be less defined in the final contract than the precursor MOU. Similar to the year-three Management Fee, the undefined bonus calculation will presumably require specific analysis, and separate review and approval in

¹⁸⁷ Memorandum of Understanding Between the NRA and the MMP Companies, July 29, 2022, (NRA-NYAGCOMMDIV-01539909).

¹⁸⁸ Allegiance MOU Contract Review Signature Sheet, July 29, 2022 (NRA-NYAGCOMMDIV-01539969 to 01539972)

¹⁸⁹ Id.

¹⁹⁰ Allegiance Agreement, August 1, 2022 (NRA-NYAGCOMMDIV-01538647).

¹⁹¹ Id.

accordance with NRA Procurement Policy, in the event additional fees exceeding \$100,000 per year are triggered in any year.

167. I observed that the new contract was accompanied by a fully completed contract signature review worksheet and business case analysis, as required by the NRA's Procurement Policy.¹⁹² The business case analysis noted that through contract negotiations, the NRA stated it was able to secure "highly favorable terms", including removal of an exclusivity provision, reduction in the monthly fee by 46%, and a shorter term, which allowed the NRA flexibility in exploring other vendor options.

168. Given the record evidence indicated the historical MMP Entities' contracts were negotiated and agreed to by Mr. Phillips and Mr. LaPierre, and the previously discussed lack of timely disclosures around conflicts of interest involving those Defendants and MMP's Principal, I found it noteworthy that the 2022 Allegiance contract signature worksheet, and the MOU for the Allegiance contract, were signed by Mr. LaPierre. Mr. LaPierre is also listed as the "Responsible Officer" on both the MOU and final contract with Allegiance contract signature review sheets. Testimony from the NRA's corporate representative indicated Mr. LaPierre had been "screened from participation" in negotiations for the new contract, however, these documents indicate he was involved at some level in the contracting process.¹⁹³

169. Furthermore, the NRA's Conflict of Interest and Related Party Transaction Policy requires that the Audit Committee review and approve "all transactions that involve potential conflicts of interest" by a majority of members present and voting.¹⁹⁴ Documents provided by the NRA reflect that members of the Audit Committee were informed of the MOU on July 30, 2022, the day after signing, but testimony from the NRA's General Counsel regarding whether the Audit Committee had approved the Allegiance contract stated: "I don't believe the Audit Committee as a Committee looked at it", but "two of the five committee members" had and "the Audit Committee certainly is aware of the ongoing project."¹⁹⁵ Therefore, it does not appear that the new Allegiance contract

¹⁹² Updated MMP Contract Packet Info, 2022, pgs. 28-30 (NRA-NYAGCOMMDIV-01539942).

¹⁹³ Deposition of NRA Corporate Representative John Frazer, July 29, 2022, pg. 150.

¹⁹⁴ NRA Policy Manual, March 11, 2020, Conflict of Interest and Related Party Transaction Policy, January 9, 2016, pgs. 18-19 (NRA-NYAGCOMMDIV-00008897).

¹⁹⁵ Deposition of NRA Corporate Representative John Frazer, July 29, 2022, pg. 955-956.

was approved in accordance with the requirements under the NRA's current conflicts of interest policy.

170. My review of the new Allegiance contract reinforced my findings with regards to the historical arrangements with the MMP Entities. First, as discussed subsequently herein, I observed that the establishment of three distinct contracts with the MMP Entities was overly complex given they were under consolidated ownership and were viewed collectively by the NRA (and MMP). The new consolidated contract eliminates that complexity.

171. Second, the significant reduction in Management Fee, which the NRA has attributed to successful negotiation, calls into question the appropriateness of the historical fees and related increases, which were agreed to verbally. If one assumes the new contract was negotiated at arm's length, as represented by the NRA in recent testimony from its corporate representative, it highlights with some precision the extra cost to the NRA of *not* adhering to its own procurement rules historically with negotiations impacted by conflicts of interest. This notion is evident in emails between current NRA Financial Services Division staff on the day the MOU was signed, one of whom noted the \$650,000 per month savings per month for "similar...services" was "win...win...win – non-exclusive provision, **more market rate cost for services** and adjuster for the level of accomplished performance."¹⁹⁶ (Emphasis added)

H. SUMMARY FINDINGS FOR MMP ENTITIES AND ATI CONTRACTS

172. Based on my experience, education, and training, the facts around the MMP Entity arrangements raise numerous red flags. Considered in totality, the record evidence reflects long-term commitments for tens of millions of dollars each year which were not subject to applicable reviews, approvals, and internal control steps in accordance with NRA policies. The NRA signatories of the contracts, and apparent approvers of verbal increases in fees over the years, also received personal benefits from the owner of the MMP entities which were not disclosed.

173. A summary of the most relevant observations from my analysis are below:

- MMP Entity contracts have always been single-source contracts and were not subject to competitive bidding process at any point. However, I have seen no

¹⁹⁶ Email from David Warren to Rick Tedrick dated July 29, 2022. (NRA-NYAGCOMMDIV-01539954)

evidence of testing of goods and services in lieu of a competitive bid, as required by NRA policy.

- The initial MMP contracts, in particular the MMP and Concord contracts, were executed by Mr. LaPierre and Mr. Phillips in December 2011 prior to formal review and approval by the NRA President, Vice President, and financial services representative.
- The MMP contract executed by Mr. LaPierre and Mr. Phillips in December 2011 contained different terms than the version reviewed by the NRA President, Vice President, and financial services representative at later dates, in that the executed version excluded language that the Management Fee would be subject to a 10% limit on annual increases.
- Changes to the monthly Management Fees from the initial contracted rates resulted in significant increases in amounts paid by the NRA, were not formally documented, were not supported by documented analysis of underlying cost (as contemplated in the contracts) and were not subject to contract review and approval processes applicable for contracts equal to or greater than \$100,000 per year.
- The record evidence indicates relevant contract provisions impacting the economics of the arrangements, including the effective term and Management Fee amounts, were agreed to and authorized by Mr. LaPierre and Mr. Phillips.
- The MMP Entities were collectively one of the NRA's largest vendors, with the NRA paying the three MMP Entities approximately \$135 million from December 2011 through December 2021. The Management Fees for the MMP Entities in the aggregate have gone from \$575,000 per month in December 2011 to \$1,424,850 in December of 2021, an increase of 148%. On an annual basis, the collective Management Fees have gone from approximately \$6.9 million to over \$17.1 million per year.
- In 2017, the NRA executed signed contract amendments that extended the MMP and Concord contracts to a nearly ten-year commitment.

- Mr. LaPierre received personal benefits from the MMP Principal, including travel and use of a luxury yacht, which were not disclosed by Mr. LaPierre as required by the NRA's Related Party and Conflict of Interest or Financial Disclosure policies. These benefits were received during periods when Mr. LaPierre was managing the scope of work provided by MMP Entities and negotiating verbal Management Fee increases.
- The recently signed August 2022 Allegiance contract, which replaced the precursor arrangements with the three MMP Entities reduced the monthly Management Fee significantly, but also includes provisions for undefined bonuses potentially payable to Allegiance. In addition, the contract, and precursor MOU, does not appear to have been properly reviewed and approved by the Audit Committee in accordance with the NRA's Conflicts and Related Party Transaction Policy.

X. ACKERMAN MCQUEEN

A. SUMMARY OF CONTRACTS

174. Ackerman McQueen ("Ackerman"), an advertising and public relations firm based in Oklahoma, worked with the NRA for over four decades and was the NRA's largest vendor from 1992 through 2018.¹⁹⁷ According to the Wells Fargo ACH records for the NRA's primary disbursement account, Ackerman was paid approximately \$179.1 million from June 2013 through May 2019, or approximately \$29.8 million per twelve-month period.¹⁹⁸ The NRA also worked with Mercury Group ("Mercury"), a wholly owned subsidiary of Ackerman headquartered in Alexandria, VA.¹⁹⁹ According to the ACH disbursement records, Mercury was paid approximately \$25.9 million from June 2013 through April 2019, or approximately \$4.4 million per twelve-month period.²⁰⁰

¹⁹⁷ Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pg. 56.

¹⁹⁸ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627); Wells Fargo Business Records Declaration, July 1, 2020, pg. 1 (NYAG-WF-01168545); \$179.1 million divided by 72 months of ACH data from 2013-2019, multiplied by 12 months equals \$29.8 million. Although the available ACH data is through February 2020, the last disbursement to Ackerman was in May 2019.

¹⁹⁹ Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pg. 56.

²⁰⁰ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627); Wells Fargo Business Records Declaration, July 1, 2020, pg. 1 (NYAG-WF-01168545); \$25.9 million divided by 71 months of ACH data from 2013-2019, multiplied by 12 months equals \$4.4 million. Although the available ACH data is through February 2020, the last disbursement to Mercury was in April 2019.

175. Regarding the relationship with Ackerman, “Mr. LaPierre... admits that there was a business relationship between him and the co-founder of Ackerman, that he relied on the Ackerman co-founder for advice on organizational branding, strategic communication, and crisis management, and that, until October 2018, he and the co-founder would often speak on a daily basis and, depending on current events, might speak multiple times per day.”²⁰¹ In 2019, Ackerman and the NRA ended their business relationship and entered into litigation against one another, and after spending an unknown amount of money to litigate, the case ultimately settled in March 2022

[REDACTED].²⁰²

176. Ackerman’s contracts with the NRA during the periods relevant to my analysis, referred to as the “Services Agreement”, referenced both Ackerman and Mercury, with both entities being collectively referred to as “AMc” throughout the contract.²⁰³ The services described in the contracts pertained to public relations, political strategy, strategic marketing, advertising, creative services, media planning and placement, new media, and internet services.²⁰⁴ In other words, Ackerman served as the primary vendor of the NRA for most services related to public relations and advertising.

177. The earliest contract between the NRA and Ackerman identified in the production from Defendants is dated May 1, 1999.²⁰⁵ This contract was signed only by Mr. LaPierre, the Executive Vice President of the NRA.²⁰⁶ The initial period was for eight months, with automatic renewal indefinitely thereafter unless terminated in writing.²⁰⁷ This initial contract defined monthly fees for certain services, while fees for other services would be paid as incurred.²⁰⁸

178. An updated contract with Ackerman covering substantially similar services was executed with an effective date of April 30, 2017²⁰⁹ and an initial period of eight months, similar to the 1999

²⁰¹ Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pgs. 56-57.

²⁰² NRA Ackerman Settlement Agreement, March 11, 2022 (NRA-NYAGCOMMDIV-01523038).

²⁰³ 1999 Ackerman Services Agreement, May 1, 1999 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017 (NYAG-NRA-00000176).

²⁰⁴ 1999 Ackerman Services Agreement, May 1, 1999 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017 (NYAG-NRA-00000176).

²⁰⁵ 1999 Ackerman Services Agreement, May 1, 1999 (NRA-AMc_00048503).

²⁰⁶ 1999 Ackerman Services Agreement, May 1, 1999, pg. 12 (NRA-AMc_00048503).

²⁰⁷ 1999 Ackerman Services Agreement, May 1, 1999, pg. 10 (NRA-AMc_00048503).

²⁰⁸ 1999 Ackerman Services Agreement, May 1, 1999, pgs. 4-6 (NRA-AMc_00048503).

²⁰⁹ 2017 Ackerman Services Agreement, April 30, 2017 (NYAG-NRA-00000176).

agreement.²¹⁰ The 2017 Services Agreement was signed only by Allan Cors, then President of the NRA.²¹¹ The Services Agreement added sections outlining services for owned media and digital systems operational support.²¹² The 2017 version removed all previously defined monthly fee amounts, indicating only “a fee as mutually agreed upon each year”.²¹³

179. The NRA and Ackerman signed an amendment to the Services Agreement dated May 6, 2018.²¹⁴ This amendment, which left most terms of the Services Agreement intact, specified billing procedures for certain “talent and employees who work through AMc for NRA and its affiliates” (including Dana Loesch), required the return of certain NRA materials and payment for non-cancellable contracts entered into between AMc and third parties upon termination of the agreement (including contracts with Dana Loesch and Oliver North), and affirmed other contract terms.²¹⁵ The 2018 amendment was signed by Mr. Phillips, with two additional attestation signatures, Carolyn Meadows and Rachel (last name illegible).²¹⁶

180. Both the 1999 and 2017 (including the 2018 amendment) versions of the Ackerman contracts included a broad category of services covering “other projects”, with language that at the NRA’s request, Ackerman may also undertake “special assignments” not included within the services in the agreement.²¹⁷ The billing and payment for these items are described in both contracts as follows: “Special assignments not included in this Agreement which cannot reasonably be included under the monthly fee must be approved in accordance with written procedures established by the NRA Executive Vice President [Mr. LaPierre] or his designee, and the charges made by AMc shall be agreed upon in advance, where reasonable...”²¹⁸

181. Both versions of the Ackerman contracts included specific language pertaining to Ackerman’s billing of reimbursable expenses, including travel expenses for Ackerman employees

²¹⁰ 2017 Ackerman Services Agreement, April 30, 2017, pg. 10 (NYAG-NRA-00000176).

²¹¹ 2017 Ackerman Services Agreement, April 30, 2017, pg. 11 (NYAG-NRA-00000176).

²¹² 2017 Ackerman Services Agreement, April 30, 2017, pgs. 3-4 (NYAG-NRA-00000176).

²¹³ 2017 Ackerman Services Agreement, April 30, 2017, pgs. 4-5 (NYAG-NRA-00000176).

²¹⁴ 2018 Amendment No. 1 to Services Agreement, May 6, 2018 (NYAG-NRA-00000187).

²¹⁵ 2018 Amendment No. 1 to Services Agreement, May 6, 2018, pgs. 1-2 (NYAG-NRA-00000187).

²¹⁶ 2018 Amendment No. 1 to Services Agreement, May 6, 2018, pg. 2 (NYAG-NRA-00000187).

²¹⁷ 1999 Ackerman Services Agreement, May 1, 1999, pgs. 5-6 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pg. 5 (NYAG-NRA-00000176).

²¹⁸ 1999 Ackerman Services Agreement, May 1, 1999, pg. 6 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pg. 5 (NYAG-NRA-00000176).

working on the NRA's express behalf.²¹⁹ This section states Ackerman would be reimbursed for "reasonable out-of-town travel, including transportation, meals and lodging, etc."²²⁰ The billing and payment for such expenses "require prior written approval in accordance with written procedures established by the NRA Executive Vice President [Mr. LaPierre] or his designee."²²¹ This provision also states: "Payment of travel expenses not approved in advance may result in denial of reimbursement. Expenses not listed above shall be considered to be normal business expenses of AMc and not billable to NRA unless specifically authorized in writing by the NRA Executive Vice President or his designee."²²²

182. Both versions of the Ackerman contracts also included an explicit provision under the heading "Authorized Contacts" which states: "AMc is authorized to act upon written communications received from the NRA Executive Vice President [Mr. LaPierre] or his designee. He or his designee are the only persons within the NRA who have the authority to issue such communications."²²³ This provision, and other similar thereto, indicates Ackerman was only authorized to act as directed by Mr. LaPierre or individuals he had granted such authority to.

B. ANALYSIS OF ACKERMAN CONTRACTS AGAINST NRA POLICIES

183. I have been asked by Counsel to analyze the factual record related to arrangements with the Ackerman/Mercury against the backdrop of the relevant NRA policies, procedures, and internal controls, including the NRA Procurement Policy, Contract Review Policy, Financial Disclosure Questionnaire, and Conflict of Interest and Related Party Transaction Policy, and provide opinions as to whether the NRA and relevant individuals adhere to internal policies. My findings are documented below. I have also been asked to provide opinions as to whether the record evidence related to Ackerman/Mercury present fraud risk indicators, which are discussed in section XVII below.

²¹⁹ 1999 Ackerman Services Agreement, May 1, 1999, pg. 6 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pg. 5 (NYAG-NRA-00000176).

²²⁰ 1999 Ackerman Services Agreement, May 1, 1999, pg. 6 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pg. 5 (NYAG-NRA-00000176).

²²¹ 1999 Ackerman Services Agreement, May 1, 1999, pg. 6 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pg. 5 (NYAG-NRA-00000176).

²²² 1999 Ackerman Services Agreement, May 1, 1999, pg. 6 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pg. 5 (NYAG-NRA-00000176).

²²³ 1999 Ackerman Services Agreement, May 1, 1999, pg. 10 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pg. 9 (NYAG-NRA-00000176).

184. Both the 1999 and 2017 versions of the Ackerman contract required review and approval procedures for contracts in excess of \$100,000, as such requirements were in place since at least 1998.²²⁴ However, my analysis indicates neither contract version complied with these requirements. The 1999 Ackerman contract monthly fee amounts well exceed \$100,000 in a twelve-month period.²²⁵ Despite this, the contract was only signed by one individual, Mr. LaPierre, and did not include the necessary additional sign-offs in accordance with NRA policy.²²⁶ In addition, the record evidence indicates no business case analysis was completed for the 1999 Ackerman contract, which suggests this contract was executed without this required control step.

185. The 2017 Ackerman contract removed all prior references to any defined fee amounts, which were previously present in the 1999 version, *i.e.*, the contract does not include any dollar amounts and the face value of the arrangement would not indicate a value greater than \$100,000.²²⁷ Based on the financial history of the contract, annual payments well exceeded \$100,000 every year prior, and this trend continued for the years following the contract being in place.²²⁸ Despite this, the 2017 Ackerman contract is only signed by one individual, Allan Cors, the then-NRA President.²²⁹ Similar to the 1999 contract, a single signature does not comply with the defined control process outlined in the NRA Procurement Policy requiring multiple sign-offs. In addition, the record evidence indicates that no business case analysis was completed for the 2017 Ackerman contract as required by NRA policy. Given the 2017 Ackerman contract did not contain evidence of the necessary signatures or a business case analysis, this version of the Ackerman contract was executed without complying with the NRA's procurement policies.

186. The NRA Procurement Policy in place since 2006²³⁰ also required competitive bidding and RFPs for contracts of the magnitude of the Ackerman arrangement, but public relations expenditures were an exception to this policy requirement.²³¹ This policy afforded the Executive

²²⁴ Refer to the section **VIII.A. NRA'S POLICIES, PROCEDURES, AND INTERNAL CONTROL CONTRACT REVIEW POLICY** for further detail over the NRA Contract Review Policy.

²²⁵ 1999 Ackerman Services Agreement, May 1, 1999, pgs. 4-6 (NRA-AMc_00048503).

²²⁶ 1999 Ackerman Services Agreement, May 1, 1999, pg. 12 (NRA-AMc_00048503).

²²⁷ 1999 Ackerman Services Agreement, May 1, 1999, pgs. 4-6 (NRA-AMc_00048503); 2017 Ackerman Services Agreement, April 30, 2017, pgs. 4-5 (NYAG-NRA-00000176).

²²⁸ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627); 2015-2021 General ledger data (NRA-NYAGCOMMDIV-01537374-0153738); 2012-2019 NRA Form 990, Part VII. Section B Independent Contractors.

²²⁹ 2017 Ackerman Services Agreement, April 30, 2017, pg. 11 (NYAG-NRA-00000176).

²³⁰ NRA Employee Handbook, Procurement Policy, January 7, 2006, pg. 207 (NRA-NYAGCOMMDIV-00007666).

²³¹ NRA Employee Handbook, Procurement Policy, January 7, 2006, pg. 212 (NRA-NYAGCOMMDIV-00007666).

Vice President [Mr. LaPierre] discretion to determine how to award contracts for the services Ackerman performs.²³² NRA policy on exceptions noted “[t]esting of goods and services in lieu of a competitive bid or RFP shall be utilized when appropriate” and contracts or business awarded in this manner were required to be “reported to Finance Committee on an annual basis.”²³³

187. Notwithstanding the policy exception for public relations expenses, non-competitive contracts were required to “be adequately and appropriately justified and documented.”²³⁴ I have seen no evidence that indicates written documentation justifying the non-competitive contract was completed, “testing of goods and services” conducted, or separate reporting to the Finance Committee occurred in the connection with the contracts awarded.

C. FINANCIAL ANALYSIS OF ACKERMAN OUT-OF-POCKET EXPENSES

188. I have also been asked by Counsel to analyze the factual record related to certain billing practices related to Ackerman, and its subsidiary Mercury, against the backdrop of the relevant NRA policies, procedures, and internal controls, including the NRA Procurement Policy, Contract Review Policy, Financial Disclosure Questionnaire, Conflict of Interest and Related Party Transaction Policy, and Travel and Expense, and provide opinions as to whether the NRA and relevant individuals adhered to internal policies. My findings are documented below. I have also been asked to provide opinions as to whether the record evidence related to certain business practices between the NRA and Ackerman present fraud risk indicators, which are discussed in section XVII below.

189. The OAG has alleged the NRA “failed to conduct adequate oversight of Ackerman’s activities and billing”²³⁵ and “paid invoices with minimal detail and little supporting documentation.”²³⁶ The OAG has alleged the NRA paid Ackerman invoices for “out-of-pocket” expenses which were purportedly for reimbursement of travel, outside vendor costs, and other business expenses incurred by Ackerman in connection with work done on behalf of the NRA.²³⁷ The OAG alleges the arrangement involving out-of-pocket expenses was carried out “in violation

²³² NRA Employee Handbook, Procurement Policy, January 7, 2006, pg. 212 (NRA-NYAGCOMMDIV-00007666).

²³³ NRA Employee Handbook, Procurement Policy, January 7, 2006, pg. 212 (NRA-NYAGCOMMDIV-00007666).

²³⁴ NRA Employee Handbook, Procurement Policy, January 7, 2006, pg. 211 (NRA-NYAGCOMMDIV-00007666).

²³⁵ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 79.

²³⁶ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 80.

²³⁷ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 78.

of NRA policy, without proper oversight, and in many instances for the personal benefit of NRA insiders.’’²³⁸

190. My analysis of the Ackerman vendor relationship primarily focused on the out-of-pocket billing practices and the financial transactions that resulted therefrom. I undertook multiple procedures in assessing the out-of-pocket arrangement, including reviewing the operative contracts between the parties, reviewing testimony from relevant parties, analyzing financial information from the NRA’s general ledger used to account for the Ackerman payment transactions, analyzing relevant business records, such as invoices from Ackerman to the NRA and underlying supporting information (*i.e.*, receipts), and reviewing correspondence, emails and other documents among the NRA and Ackerman parties involved.

191. Based on the limited general ledger data produced by the NRA, which I understand included details on payments made from 2015 through 2021 greater than \$1,000, the NRA paid Ackerman approximately \$132.4 million during this period.²³⁹ Payments to Ackerman were determined based on the transaction descriptions of the general ledger indicating Ackerman as the associated vendor. I used descriptions and account numbers from general ledger accounts and sub-accounts (indicating specific programs) from the NRA’s Chart of Accounts to identify the component parts of the total amount paid to Ackerman.²⁴⁰ Of this total amount, the general ledger details reflected approximately \$4.3 million in vendor expense/payment transactions coded to the account labeled “Consultants Out-of-Pocket Expenses”, for an average of approximately \$1.1 million per year from 2015 to 2018.²⁴¹

²³⁸ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 78.

²³⁹ 2015-2021 General ledger data (NRA-NYAGCOMMDIV-01537374-01537380); The general ledger data reflects coding of Ackerman invoices, accrual accounting entries, and related adjustments to various expense accounts on the NRA’s financial accounting system. The vast majority of transactions included reflect the release of accounts payable for invoices entered into the NRA’s system and subsequently paid. There is \$10.6 million in Ackerman transactions in the general ledger data that did not map to the January 2019 chart of accounts version provided by the NRA. When the general ledger data was compared to records for ACH payments made through the NRA’s primary disbursement account with Wells Fargo (NYAG-WF-01167627), I noted the disbursement amounts per year were generally more than the general ledger, but this is likely due to limitations in the general ledger data (*i.e.*, does not include expenses less than \$1,000).

²⁴⁰ Chart of Accounts – NRA, January 30, 2019 (NYAG-00218847).

²⁴¹ 2015-2021 General ledger data (NRA-NYAGCOMMDIV-01537374-0153738). Chart of Accounts – NRA, January 30, 2019 (NYAG-00218847). To generate the \$4.3 million figure, I mapped the account and subaccount from the NRA general ledger details (Account 5400, Subaccount 82999-4954) to the NRA Chart of Accounts account and subaccount to determine the account description “Consultants Out-of-Pocket Expenses”.

192. Because Mercury is a wholly owned subsidiary of Ackerman, I also analyzed general ledger details to understand expenses reflected for Mercury. From 2015 to 2019, the NRA paid Mercury approximately \$19.1 million.²⁴² I did not identify expenses attributed to Mercury that the NRA recorded in the “Consultants Out-of-Pocket Expenses” account, therefore, my analysis was focused on Ackerman’s out-of-pocket expenses.

193. I reviewed underlying invoices from Ackerman to the NRA for out-of-pocket expenses and noted the invoices as received by the NRA contained no itemized detail, with only a single, lump sum amount and description noting the charges were for out-of-pocket expenses.²⁴³ I compared those invoices to entries on the NRA’s general ledger and corroborated the general ledger entries with account “Consultants Out of Pocket Expenses” corresponded to the amounts billed from Ackerman related to these expenses.²⁴⁴

194. To date, I have located and analyzed 43 such Ackerman out-of-pocket expenses invoices, totaling approximately \$2.8 million, and confirmed these invoices were recorded in the NRA general ledger account “Consultant Out of Pocket Expenses”.²⁴⁵ The 43 Ackerman out-of-pocket expenses invoices analyzed ranged from approximately \$2.5 to \$162.5 thousand each.²⁴⁶ The NRA

²⁴² 2015-2021 General ledger data (NRA-NYAGCOMMDIV-01537374-0153738); The general ledger data reflects coding of Mercury invoices, accrual accounting entries, and related adjustments to various expense accounts on the NRA’s financial accounting system. The vast majority of transactions included reflect the release of accounts payable for invoices entered into the NRA’s system and subsequently paid. There is \$1.3 million in Mercury transactions in the general ledger data that did not map to the January 2019 chart of accounts version provided by the NRA. When the general ledger data was compared to records for ACH payments made through the NRA’s primary disbursement account with Wells Fargo (NYAG-WF-01167627), I noted the disbursement amounts per year were generally more than the general ledger, but this is likely due to limitations in the general ledger data (i.e., does not include expenses less than \$1,000).

²⁴³ NR-OOP 2016 (NYAG-00122901); NR-OOP 2017 (NYAG-00123368); NR-OOP 2018 (NYAG-00122496).

²⁴⁴ NR-OOP 2016 (NYAG-00122901); NR-OOP 2017 (NYAG-00123368); NR-OOP 2018 (NYAG-00122496); 2015-2021 General ledger data (NRA-NYAGCOMMDIV-01537374-0153738).

²⁴⁵ NR-OOP 2016 (NYAG-00122901); NR-OOP 2017 (NYAG-00123368); NR-OOP (NYAG-00122496); In addition, I located other invoices within the document: EFT Remittance and Invoices – 2017 and 2018 (NRA-AMc_00052128), two of which contained line items for various travel expenses of approximately \$27 thousand that also traced to the general ledger account “Consultant Out of Pocket Expenses”. In the aggregate, I have located and traced invoices representing 64.4% of the \$4.3 million total in the “Consultants Out of Pocket Expenses” account in the general ledger. To date, I have not located the remaining 35.6% of invoices that make up the total \$4.3 million. From 2016 to 2018, the located out-of-pocket expenses invoices represent 75% of the general ledger account “Consultant Out of Pocket Expenses” for those years. There is one additional invoice for out-of-pocket expenses, No. 135001, in the amount of \$48,234, at NR-OOP 2016, pg. 3 (NYAG-00122901) that I could not trace to the general ledger details; and therefore, this invoice is not included in the analysis. Separately, within NRA-AMc_00052128, I identified and reviewed an additional 47 Ackerman invoices totaling approximately \$4.0 million, which did not appear to be related to “out-of-pocket expenses.”

²⁴⁶ NR-OOP 2016 (NYAG-00122901); NR-OOP 2017 (NYAG-00123368); NR-OOP 2018 (NYAG-00122496).

was not provided with additional details supporting these invoice amounts prior to approving these expenses.²⁴⁷

195. I also conducted additional analysis to determine the nature of the expenses “passed through” and paid for by the NRA in these invoices. While details of the out-of-pocket expenses were not provided to the NRA prior to the NRA’s approval of such invoices, record evidence indicates Ackerman maintained supporting information, including receipts and documentation related to these invoices. During its litigation with the NRA, Ackerman produced invoices for out-of-pocket expenses and associated supporting details from 2016 to 2018 (*i.e.*, the 43 invoices described above).²⁴⁸ I analyzed and categorized each expense included in the supporting information for these out-of-pocket expense invoices, as summarized in the below table:

ACKERMAN.1: Out-of-Pocket Expenses Invoice Analysis

Category of Expense	Total
Expense Reports for Ackerman/Mercury Employees	\$ 1,978,701
Tyler Schropp Credit Card Expenses	240,106
Fees to I.I. & I.S. Inc.	235,475
Aircraft Charter Expenses	80,294
Car Services (black car, premium, VIP)	67,613
Hair and Makeup Services	62,373
Public Relations Services	15,606
Lease Expenses for Nader Tavangar	13,950
Parking Fees to Mercury Group	11,748
Miscellaneous Other Expenses	14,218
Missing Supporting Detail	38,106
Total	\$ 2,758,189

196. Supporting information for these broad categories from the Ackerman out-of-pocket expenses include details about the underlying expenses. A summary of the categories of out-of-pocket expenses and underlying details, including specific examples, are discussed below.

197. The first category included expense reports submitted by Nader Tavangar (Executive Vice President / Managing Director of Mercury) and Ackerman employees, including Jeff Minson, Hayley Holmes, Danielle Gregory, Shahada Kari, among others. Included as expenses within these

²⁴⁷ Deposition of Thomas Tedrick on April 28, 2022, pgs. 204-206.

²⁴⁸ NR-OOP 2016 (NYAG-00122901); NR-OOP 2017 (NYAG-00123368); NR-OOP 2018 (NYAG-00122496).

reports were various expenses submitted on behalf of Ackerman/Mercury employees, including Anthony Makris (President of Mercury Group), and expenses for NRA employees, including Mr. LaPierre, Mr. Phillips, and Mr. Powell. Below is a sample of the types of expenses included in these reports:

- Mr. Minson's April 15, 2016 expense report included \$42,915 in flight tickets for Mr. LaPierre (WLP), Mrs. LaPierre (SLP), and Mr. Makris (TM) (\$14,305 per ticket), for three line item descriptions: "DC Miami Airfare for WLP [SLP, TM] Argentina Hunting May 2016."²⁴⁹
- Mr. Minson's March 10, 2016, April 15, 2016, and February 14, 2017 expense reports included hotel and lodging fees for Mr. LaPierre: \$6,728 for a two-night stay with two rooms at the Ritz Carlton in Orlando, FL for "WLP lodging Jan14-16 Orlando FL;"²⁵⁰ \$4,454 for a five-night stay at the Four Seasons in Las Vegas, NV for "Lodging WLP March 8th thru 13th;"²⁵¹ and \$2,334 for a four-night stay at the Four Seasons in Las Vegas, NV for "WLP lodging in Las Vegas January 14-18,"²⁵² respectively.
- Mr. Minson's March 31, 2017, February 14, 2017, June 4, 2018 expense reports included the following hotel and lodging fees for Mr. Makris: \$32,898 for a four-night stay at the Four Seasons in Las Vegas, NV for "TM Lodging Food and Beverage Jan 31 – Feb 4;"²⁵³ \$23,692 for a stay at the Four Seasons in Las Vegas, NV for "Four Seasons Lodging & Meals T Makris" and "Balance on Four Seasons Lodging & Meals T Makris;"²⁵⁴ and \$11,511 for a stay at the Rosewood Mansion on Turtle Creek in Dallas, TX for "TM May Travel Part 1,"²⁵⁵ respectively.
- Mr. Minson's August 16, 2017 expense report included a \$6,497 gift for Mr. LaPierre from Blaser USA (a firearm company) for "WLP 25 Anniversary gift."²⁵⁶

²⁴⁹ NR-OOP 2016, Jeff Minson Expense Report, March 4 to April 15, 2016, pg. 127 (NYAG-00122901).

²⁵⁰ NR-OOP 2016, Jeff Minson Expense Report, December 1, 2015 to March 10, 2016, pg. 138 (NYAG-00122901).

²⁵¹ NR-OOP 2016, Jeff Minson Expense Report, February 7 to April 15, 2016, pg. 163 (NYAG-00122901).

²⁵² NR-OOP 2017, Jeff Minson Expense Report, December 3, 2016 to February 14, 2017, pg. 97 (NYAG-00123368).

²⁵³ NR-OOP 2017, Jeff Minson Expense Report, January 6 to March 31, 2017, pg. 153 (NYAG-00123368).

²⁵⁴ NR-OOP 2017, Jeff Minson Expense Report, December 31, 2016 to February 14, 2017, pgs. 98-99 (NYAG-00123368).

²⁵⁵ NR-OOP 2018, Jeff Minson Expense Report, May 1 to June 4, 2018, pg. 294 (NYAG-00122496).

²⁵⁶ NR-OOP 2017, Jeff Minson Expense Report, August 16, 2017, pg. 435 (NYAG-00123368).

- Mike Denney's February 9, 2017 included \$4,185 in charges for technology for Mrs. LaPierre for "Purchase a MacBook Pro, iPad Pro & iPod for Susan LaPierre" and "LAM headphones, Apple TV & HDMI cable for Susan LaPierre."²⁵⁷
- Mr. Minson's April 15, 2016 expense report included charges of \$3,324 for 24 hours of black car services from Ready to Roll for Mr. LaPierre as follows: "Mar 4 Ground Trans TM WLP 3 Hours as directed 6005 Lv Blvd to 4 Seasons – Vegas," "Mar 5 Ground Trans TM WLP 11 Hours as directed Las Vegas as direct," "Mar 6 Ground Trans TM WLP 10 Hours as directed to/from 4 Seasons Vegas."²⁵⁸
- Mr. Minson's April 15, 2016, August 19, 2016, and July 11, 2018 expense reports include \$13,283, \$8,229, and \$11,590 in charges to the Landini Brothers restaurant (Referred to as Landini Brothers, Landini Rex, CXIII Rex or CXIII LB on Minson's expense reports), in meals for Mr. Makris, Mr. LaPierre, Mr. Powell (JP), Tyler Schropp (TS), and Millie Hallow, among others.²⁵⁹
- Mr. Minson's June 5, 2017 and May 11, 2018 expense reports include \$25,300 and \$18,656 in charter flights from Corporate America Aviation and Omni Air Transport, respectively.²⁶⁰
- Edward Ned's March 15, 2017, Nader Tavangar's April 3, 2017, Patrick McCarty's August 6, 2017 expense reports included the following various expenses incurred for Mr. Powell: \$817 in computer repair expenses;²⁶¹ \$175 for an espresso machine;²⁶² and \$125 in charges for coordinating Mr. Powell's move between apartments.²⁶³

²⁵⁷ NR-OOP 2017, Mike Denney Expense Report, January 3 to February 9, 2017, pg. 148 (NYAG-00123368).

²⁵⁸ NR-OOP 2016, Jeff Minson Expense Report, February 7 to April 15, 2016, pg. 160 (NYAG-00122901).

²⁵⁹ NR-OOP 2016, Jeff Minson Expense Report, February 7 to April 15, 2016, pgs. 157-159 (NYAG-00122901); NR-OOP 2016, Jeff Minson Expense Report, June 7 to August 19, 2016, pgs. 321-332 (NYAG-00122901); NR-OOP 2018, Jeff Minson Expense Report, May 29 to July 11, 2018, pg. 351 (NYAG-00122496).

²⁶⁰ NR-OOP 2017, Jeff Minson Expense Report, April 26 to June 5, 2017, pg. 255 (NYAG-00123368); NR-OOP 2018, Jeff Minson Expense Report, January 2 to May 11, 2018, pg. 243 (NYAG-00122496).

²⁶¹ NR-OOP 2017, Edward Ned Expense Report, February 17 to March 15, 2017, pg. 172 (NYAG-00123368).

²⁶² NR-OOP 2017, Nader Tavangar Expense Report, March 30 to April 3, 2017, pg. 174 (NYAG-00123368).

²⁶³ NR-OOP 2017, Patrick McCarty Expense Report, August 2 to August 6, 2017, pg. 363 (NYAG-00123368).

- Kurt Atterberry's March 10, 2017 expense report includes a charge of \$937 in expenses associated with Youth for Tomorrow's Heart 2 Heart Event.²⁶⁴

198. The second category included American Express expenses on an Ackerman-issued credit card for Mr. Schropp (Executive Director of the NRA Office of Advancement). According to Mr. Schropp, he used the credit card for travel expenses, including first class air travel, which he acknowledged was in violation of the NRA's travel policy, as well as meals at Landini Brothers, but did not provide the business purpose of such Landini Brothers charges.²⁶⁵ Below is a sample of the types of expenses included in these reimbursed credit card statements:

- Mr. Schropp's August 28, 2017, February 28, 2018, and March 30, 2018 credit card statements included the following airfare expenses incurred for Mr. Schropp: \$5,664 for a roundtrip first-class ticket from Washington, DC (Dulles) to London, England (Heathrow);²⁶⁶ \$2,747 for a one-way business-class ticket from Washington, DC (National) to Phoenix, AZ to San Francisco, CA;²⁶⁷ and \$2,454 for a one-way business-class ticket from Washington, DC (National) to Phoenix, AZ.²⁶⁸
- Mr. Schropp's May 29, 2018, February 28, 2018, and October 28, 2017 credit card statements included the following hotel expenses incurred for Mr. Schropp: \$9,365 for an eight-night stay (appears to be for two rooms) at the Mansion Turtle Creek in Dallas, TX;²⁶⁹ \$5,703 for a four-night stay at the Beverly Hills Hotel in Beverly Hills, CA;²⁷⁰ and \$4,685 for a two-night stay at the Beverly Hills Hotel in Beverly Hills, CA.²⁷¹

²⁶⁴ NR-OOP 2017, Kurt Atterberry Expense Report, December 29, 2016 to March 10, 2017, pg. 169 (NYAG-00123368). According to its website, Youth for Tomorrow is a charitable organization with a mission "to provide children and families with the opportunity to focus their lives and develop the confidence, skills, intellectual ability, spiritual insight and moral integrity - each based on Godly principles, resulting in positive changes to the benefit of the child, the family, the community, and the nation." Susan LaPierre is on the Board of Trustees and is the former Board President of Youth for Tomorrow. (<https://youthfortomorrow.org/>).

²⁶⁵ Deposition of Tyler Schropp on May 3, 2022, pgs. 137-140.

²⁶⁶ NR-OOP 2017, Tyler Schropp Credit Card Statement, August 28, 2017, pg. 367 (NYAG-00123368).

²⁶⁷ NR-OOP 2018, Tyler Schropp Credit Card Statement, March 30, 2018, pg. 190 (NYAG-00122496).

²⁶⁸ NR-OOP 2018, Tyler Schropp Credit Card Statement, February 28, 2018, pg. 133 (NYAG-00122496).

²⁶⁹ NR-OOP 2018, Tyler Schropp Credit Card Statement, May 29, 2018 pg. 274 (NYAG-00122496).

²⁷⁰ NR-OOP 2018, Tyler Schropp Credit Card Statement, February 28, 2018 pg. 134 (NYAG-00122496).

²⁷¹ NR-OOP 2017, Tyler Schropp Credit Card Statement, October 28, 2017, pg. 418 (NYAG-00123368).

- Mr. Schropp's June 28, 2016, December 28, 2016, and March 29, 2016 credit card statements included \$1,373, \$909, and \$633, respectively, in charges to the CXIII/Landini Brothers restaurant.²⁷²

199. The third category included fees to I.I. & I.S. Inc (the travel consultant used by Mr. LaPierre). This expense category included \$4,000 in monthly fees to I.I. & I.S. Inc, totaling \$124,000, as well as \$107,775 in air travel for Dana Loesch, among other expenses.²⁷³

200. The fourth category included private aircraft charter expenses provided by Omni Air Transport. These charter fees included single invoices for charter trips of \$35,345 and \$29,225, among other expenses.²⁷⁴

201. The fifth category included car services, including black car, premium, and VIP services, provided by ABC Limo Services (e.g., February 1, 2017 invoice for \$7,247), Carey International (e.g., August 25 to 30, 2017 invoices for \$7,762), and Global Road Show Limo (e.g., February 24 to 25, 2018 invoices for \$1,252), among others.²⁷⁵ The reservations for such services were generally under the names of Ackerman/Mercury employees.

202. The sixth category included hair and makeup services, provided by Brady Wardlaw and Debbie Dover, among others. The invoices included details indicating the hair and makeup services were for Susan LaPierre, including single invoices for \$10,275 and \$8,300.²⁷⁶

²⁷² NR-OOP 2016, Tyler Schropp Credit Card Statement, June 28, 2016, pg. 277 (NYAG-00122901); NR-OOP 2017, Tyler Schropp Credit Card Statement, August 28, 2017, pg. 12 (NYAG-00123368); NR-OOP 2016, Tyler Schropp Credit Card Statement, March 29, 2016, pg. 156 (NYAG-00122901).

²⁷³ Monthly invoices: NR-OOP 2016, I.I. & I.S. Inc \$4,000 Monthly Travel Co-ordination Fee, pgs. 41, 42, 69, 176, 177, 274, 311, 315, 331, 362, 412 (NYAG-00122901); NR-OOP 2017, I.I. & I.S. Inc \$4,000 Monthly Travel Co-ordination Fee, pgs. 9, 10, 111, 112, 166, 198, 273, 274, 324, 382, 383, 448 (NYAG-00123368); NR-OOP 2018, I.I. & I.S. Inc \$4,000 Monthly Travel Co-ordination Fee, pgs. 20, 21, 54, 203, 228, 229, 273, 312 (NYAG-00122496); Dana Loesch air travel: NR-OOP 2018, I.I. & I.S. Inc Air Transportation for Dana Loesch, pgs. 112, 113 (NYAG-00122496).

²⁷⁴ NR-OOP 2018, Omni Air Transport Invoice, February 28, 2018, pg. 129 (NYAG-00122496); NR-OOP 2017, Omni Air Transport Invoice, August 29, 2017, pg. 354 (NYAG-00123368); The \$80,000 figure in the ACKERMAN.1 table does not represent the totality of charter flights utilized by NRA employees. The travel consultant used by Mr. LaPierre also invoiced for charter flights. These are only the form of private charter expenses in which the invoices for private charters were included in the amounts passed through Ackerman "out-of-pocket expenses" invoices to the NRA.

²⁷⁵ Examples of car service invoices: NR-OOP 2017, ABC Limo Service Invoice, February 1, 2017, pgs. 70-71 (NYAG-00123368); NR-OOP 2017, Carey International Invoices, August 25 to August 30, 2017, pgs. 347-353 (NYAG-00123368); NR-OOP 2018, Global Road Show Limo Invoices, February 24 to 25, 2018, pgs. 127-128 (NYAG-00122496).

²⁷⁶ NR-OOP 2017, Brady Wardlaw Invoice, May 1, 2017, pg. 228 (NYAG-00123368); NR-OOP 2018, Debbie Dover Invoice, May 7, 2018, pg. 270 (NYAG-00122496).

203. The seventh category included public relations services, provided by Laurey Peat & Associates. The March 8, 2018 and April 27, 2018 invoices for \$10,000 and \$5,606, respectively, provided by Laurey Peat & Associates did not include any detail as to what services were provided.²⁷⁷

204. The eighth category included monthly lease payments for monthly rent of \$4,500 for a lease at the Ridgewood by Windsor, located in Fairfax, Virginia.²⁷⁸ While the lease documentation was in Mr. Tavangar's name, the lease was for Megan Allen, a summer intern for the NRA, from May 27, 2016 to August 30, 2016.²⁷⁹

205. The ninth category included monthly fees to Mercury Group of \$356, totaling \$11,748, for parking fees.²⁸⁰

206. The tenth category included other miscellaneous expenses, including the following:

- \$1,875 in fees to a fashion stylist, Laurie Graham King.²⁸¹
- \$5,500 in security services for Mercury, provided by Lennon, although a description of such security services is not clearly defined.²⁸²
- \$2,349 in monthly parking fees (\$75.78 per month) for Mr. Phillips, identified as "Woody's parking in dallas".²⁸³

²⁷⁷ NR-OOP 2018, Laurey Peat + Associates Invoice, March 8 and April 27, 2018, pgs. 187, 311 (NYAG-00122496).

²⁷⁸ NR-OOP 2016, The Ridgewood II by Windsor Invoice and emails for lease payments, June, July, and August 2016, pgs. 220-224 (NYAG-00122901).

²⁷⁹ Letter from William Winkler (of Ackerman) to Wayne LaPierre, April 22, 2019 (NYAG-00159164); Deposition of Wayne LaPierre, September 24, 2019, pgs. 240-245.

²⁸⁰ Monthly invoices: NR-OOP 2016, Mercury Group Monthly Parking Fee, pgs. 39, 115, 153, 174, 207, 272, 312, 328, 360, 411, 447 (NYAG-00122901); NR-OOP 2017, Mercury Group Monthly Parking Fee, pgs. 7, 68, 106, 163, 196, 219, 266, 323, 346, 379, 414, 447 (NYAG-00123368); NR-OOP 2018, Mercury Group Monthly Parking Fee, pgs. 14, 51, 120, 182, 242, 264, 308, 367, 385 (NYAG-00122496). In addition to the standard monthly fee, two months included an additional \$178 charge: NR-OOP 2016, Mercury Group Monthly Parking Fee, pg. 447 (NYAG-00122901) and NR-OOP 2017, Mercury Group Monthly Parking Fee, pg. 7 (NYAG-00123368).

²⁸¹ NR-OOP 2018, Laurie Graham King Fashion Stylist Invoice, January 4, 2018, pg. 97 (NYAG-00122496).

²⁸² NR-OOP 2016, Lennon Security Corporation Invoice, August 5, 2016, pg. 332 (NYAG-00122901).

²⁸³ Monthly fee email (the same email from Terri Voskuhl on April 30, 2015 is used per occurrence): NR-OOP 2016, Wilson Phillip's Parking Fee, pgs. 40, 116, 154, 175, 208, 273, 313, 330, 361, 413, 448 (NYAG-00122901); NR-OOP 2017, Wilson Phillip's Parking Fee, pgs. 8, 69, 107, 164, 197, 220, 267, 322, 345, 378, 413, 446 (NYAG-00123368); NR-OOP 2018, Wilson Phillip's Parking Fee, pgs. 13, 50, 119, 185, 236, 307, 366, 384 (NYAG-00122496). The monthly fee email from Terri Voskuhl on April 30, 2015 was not included in the support for the June 11, 2018 invoice, No. 145564, although \$75.78 is the only unsupported amount within that invoice's detail:

- \$2,699 in iPads for Mr. Powell and Ms. Hallow, provided by PCM,²⁸⁴ as well as an additional \$1,061 for an iPad from B&H in which the recipient is undefined.²⁸⁵
- \$2,826 in charges to the CXIII/Landini Brothers restaurant from a member's account statement.²⁸⁶

D. ANALYSIS OF ACKERMAN OUT-OF-POCKET EXPENSES AGAINST NRA POLICIES

207. The NRA Travel and Business Expense Reimbursement Policy applies to employees traveling on behalf of the NRA, as well as non-employees (Board, volunteers, paid consultants) traveling on behalf of the NRA for a specific business purpose approved by the NRA in accordance with this policy. The policy covers transportation, lodging, meal and entertainment/business expenses, other reimbursable expenses, personal expenses, other expenses and the use of travel agents. The rationale underlying all NRA travel regulations is that persons traveling on NRA business should only incur the lowest practical and reasonable expenses while completing the travel process in an efficient and timely manner.

208. In order for such expenses to get approved, any person(s) charged with approving expenses incurred under this policy would need an understanding of the business purpose and nature of the expenses and substantiation for the costs incurred, including receipts and supporting documentation, to determine if the expenses were appropriate and correctly reported in accordance with the policy.

209. Because the travel and entertainment expenses for certain NRA executives, including Mr. Schropp, Mr. LaPierre, Mr. Phillips, and Mr. Powell, were lumped into single out-of-pocket expense lines on Ackerman invoices (along with other items, including other vendor expenses passed through Ackerman to the NRA),²⁸⁷ submission of these expenses through this mechanism circumvented controls for review and approvals. These individuals received reimbursements from

NR-OOP 2018, Wilson Phillip's Parking Fee, pgs. 2-35 (NYAG-00122496). While it is likely Mr. Philip's monthly parking charge, I did not make this assumption in the ACKERMAN.1 table and this portion is included in the missing supporting detail total.

²⁸⁴ NR-OOP 2016, PCM Invoice, June 24, 2016, pg. 316 (NYAG-00122901); NR-OOP 2017, PCM Invoice, May 23, 2017, pg. 224 (NYAG-00123368).

²⁸⁵ NR-OOP 2017, B&H Invoice, May 9, 2017, pg. 225 (NYAG-00123368).

²⁸⁶ NR-OOP 2018, CXIII/Landini Brothers Member's Statement, pg. 325 (NYAG-00122496).

²⁸⁷ NR-OOP 2016 (NYAG-00122901); NR-OOP 2017 (NYAG-00123368); NR-OOP 2018 (NYAG-00122496).

the NRA for such expenses through the Ackerman pass through arrangement, without any of the required review of reasonableness, substantiation, and approval of these expenses as required by the NRA Travel and Business Expense Reimbursement Policy.

210. In addition, the NRA Financial Services Division's Accounting Procedures and Guidelines required division management and division directors to ensure that all invoices were properly reviewed and coded, and that the services and/or products in the invoices were received.²⁸⁸ However, Rick Tedrick, then the Managing Director of Finance, acknowledged the approvals for Ackerman out-of-pocket invoices were made without any review of underlying supporting documentation.²⁸⁹ So in addition to the NRA having no visibility to travel and business expense charges of its employees, and therefore no review of reimbursable expenses against the associated policy regarding the same, the Financial Services Division's review of the Ackerman invoices also failed to follow basic accounting policy to understand invoices from vendors.

211. I also found it noteworthy that NRA documents related to internal "audits" of the Ackerman billing processes identified issues with the "pass through" billing of out-of-pocket expenses as far back as 2001.²⁹⁰ Between 2001 and 2014, the NRA Financial Services Division conducted at least six audits of Ackerman invoices and expenses to determine if they were appropriate in light of the contract terms and NRA policies.²⁹¹

212. Testimony indicates Mr. Tedrick traveled by himself to Ackerman's office to review the supporting documentation.²⁹² Mr. Phillips joined for the first review and at least one other occasion.²⁹³ According to Mr. Tedrick, Mr. Phillips directed him to conduct the reviews.²⁹⁴ The

²⁸⁸ NRA Financial Services Division Accounting Procedures and Guidelines, Section 4 Expenditures & Cash Disbursements, July 2008 (Aronson_NRA0033774).

²⁸⁹ Deposition of Thomas Tedrick on April 28, 2022, pgs. 204-206.

²⁹⁰ 2001 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009075); 2002 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009057); 2004 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009086); 2005 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009089); 2007 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009082).

²⁹¹ 2001 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009075); 2002 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009057); 2004 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009086); 2005 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009089); 2007 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009082); 2014 Ackerman McQueen/Mercury Group "Audit" Process and Findings (NYAG-Ackerman 0009079).

²⁹² Deposition of Wilson Phillips on August 10, 2021, pgs. 207-208.

²⁹³ Deposition of Wilson Phillips on August 10, 2021, pg. 208.

²⁹⁴ Deposition of Thomas Tedrick on April 28, 2022, pg. 199.

last time Mr. Tedrick completed such a review was in 2014.²⁹⁵ For the years he did not conduct reviews, Mr. Tedrick indicates he was instructed by Mr. Phillips not to do so.²⁹⁶

213. Mr. Tedrick prepared written reports of his “audits” of Ackerman invoices and expenses.²⁹⁷ Included in these reviews were findings on out-of-pocket expenses, including findings such as the absence of documentation supporting the NRA business purpose for any of Mr. Makris’s expenses, the purchase of first-class airfare for Mr. Schropp and Mr. Makris booked outside of the NRA travel agency, the extensive use of black car services rather than taxis, the NRA being billed for travel expenses related to Mr. Makris’s significant other when accompanying him on trips, and other purchases questioned by Mr. Tedrick, such as costly cigars and gifts for Ackerman/Mercury employees, among others.²⁹⁸

214. Mr. Tedrick provided a copy of the reports to Mr. Phillips, and the two of them discussed the findings.²⁹⁹ Mr. Tedrick indicated one theme of his reviews was that Mr. Makris did not provide a business purpose or justification for his expenditures.³⁰⁰ During their discussions of findings, Mr. Phillips specified he would follow up on the lack of business purpose justification, according to Mr. Tedrick.³⁰¹ However, between 2001 to 2007, there was no improvement in the justification of such expenses between the five audits completed during this time.³⁰² My review of these internal “audit” reports indicates that findings about questionable expenses were generally consistent over time and were raised to senior leadership, but the record evidence suggests these findings were not acted upon or remediated, including by Mr. Phillips in his role as Treasurer and CFO. In my experience, this is exemplary of an auditing control that was at best, ineffective.

²⁹⁵ Deposition of Thomas Tedrick on April 28, 2022, pg. 199.

²⁹⁶ Deposition of Thomas Tedrick on April 28, 2022, pg. 199.

²⁹⁷ Deposition of Thomas Tedrick on April 28, 2022, pg. 199.

²⁹⁸ 2001 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009075); 2002 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009057); 2004 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009086/NRA); 2005 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009089); 2007 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009082).

²⁹⁹ Deposition of Thomas Tedrick on April 28, 2022, pgs. 199-201.

³⁰⁰ Deposition of Thomas Tedrick on April 28, 2022, pg. 201.

³⁰¹ Deposition of Thomas Tedrick on April 28, 2022, pgs. 201-202.

³⁰² Deposition of Thomas Tedrick on April 28, 2022, pgs. 202-203; 2001 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009075); 2002 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009057); 2004 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009086); 2005 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009089); 2007 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 3 (NYAG-Ackerman 0009082).

215. In an audit of Ackerman invoices completed in 2014, approximately seven years from the 2007 audit report, the findings for out-of-pocket expenses simply stated: “All business documentation and receipts agreed with a detailed reconciliation for 2013 and 2014.”³⁰³ However, Mr. Tedrick testified that he never laid eyes on any detailed reconciliation or support referenced, such as receipts.³⁰⁴ Instead, he relied on what Mr. Phillips had told him had been done on the review of out-of-pocket expenses.³⁰⁵ From 2014 until the relationship with Ackerman ended, there was not another review of the Ackerman invoices or expenses charged to the NRA by Mr. Tedrick.³⁰⁶

216. When Mr. Phillips was asked what action he took as the CFO and Treasurer of the NRA to ensure out-of-pocket expenses were appropriate, he testified as follows: “The main action is on the initial appropriateness of the bills was dependent on the system that they had at Ackerman McQueen to do that and they had a... very strong controller and a very strong head of accounting... and we relied on that.”³⁰⁷ In other words, Mr. Phillips testified that the responsibility for ensuring the out-of-pocket expenses were appropriate lay with Ackerman. This simply does not comport with the NRA’s policies on travel and entertainment, its Accounting Procedures and Guidelines for invoice approval, and basic tenets of sound financial controls. This is particularly relevant with respect to this arrangement given the nature of the expenditures being borne by the NRA, a tax-exempt charitable organization, (e.g. first class flights, luxury hotels, etc.) and the lack of transparency around the manner in which the arrangement was documented and operated.³⁰⁸

E. SUMMARY FINDINGS FOR ACKERMAN

217. Based on my experience, education, and training, the facts around the Ackerman/Mercury arrangements raise numerous red flags. Considered in totality, the record evidence reflects

³⁰³ 2014 Ackerman McQueen/Mercury Group “Audit” Process and Findings, pg. 2 (NYAG-Ackerman 0009079).

³⁰⁴ Deposition of Thomas Tedrick on April 28, 2022, pg. 204.

³⁰⁵ Deposition of Thomas Tedrick on April 28, 2022, pg. 204.

³⁰⁶ Deposition of Thomas Tedrick on April 28, 2022, pg. 205.

³⁰⁷ Deposition of Wilson Phillips on August 10, 2021, pg. 213.

³⁰⁸ I identified record evidence indicating the NRA engaged an outside firm to review certain Ackerman “out-of-pocket” expenses sometime after 2018. Findings from this analysis were generally consistent with my report, including expenses submitted by individuals on behalf of others, not following NRA policies, undocumented business purpose, and high-cost expenditures. See: FRA’s analysis of expenses from Tyler Schropp’s credit card statements (NRA-NYAGCOMMDIV-01522715); FRA’s analysis of expenses from Nader Tavangar’s expense reports (NRA-NYAGCOMMDIV-01522716); FRA’s analysis of expenses processed on behalf of Tony Makris (NRA-NYAGCOMMDIV-01522717); FRA’s analysis of other expenses (NRA-NYAGCOMMDIV-01522719).

contracts for tens of millions of dollars each year which were not subject to applicable reviews, approvals, and internal control steps in accordance with NRA policies.

218. A summary of the most relevant observations from my analysis are below:

- The Ackerman contracts were single-source contracts not subject to a competitive bid or RFP. The NRA Procurement Policy includes an exception to this process for certain services, including those performed by Ackerman (political strategy, public relations, and marketing/advertising). This allowed for the awarding of such contracts to the discretion of the Executive Vice President (Mr. LaPierre). Such awards still required control steps, including adequate justification and documentation for the decision not to utilize a competitive bid or RFP, a “testing of goods and services in lieu of a competitive bid or RFP”, and reporting of contracts awarded in this capacity to the Finance Committee in the year of award. Record evidence indicates such control steps did not occur for the award of Ackerman contracts.
- Both the 1999 and 2017 Ackerman contracts were signed by only one NRA executive, and both contracts were executed without a business case analysis, even though the value of both contracts exceeded \$100,000 in a twelve-month period. The Ackerman contracts did not comply with the necessary approvals and business case analysis requirements for contracts in excess of \$100,000 in a twelve-month period, according to the NRA Procurement Policy and Mr. LaPierre’s Policy Statement for Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000.
- Language within the Ackerman contracts indicate Ackerman was only authorized to act as directed by Mr. LaPierre, including but not limited to the following term, “AMc is authorized to act upon written communications received from the NRA Executive Vice President [Mr. LaPierre] or his designee. He or his designee are the only persons within the NRA who have the authority to issue such communications.”
- The Ackerman/Mercury entities were collectively the NRA’s largest vendor at the time, with the NRA paying the two vendors approximately \$205.0 million from June 2013 through February 2020, according to ACH payments made through the NRA’s primary disbursement account with Wells Fargo. The NRA produced a limited general ledger,

which indicates approximately \$151.5 million in payments to Ackerman/Mercury from January 2015 through December 2021.

- Underlying invoices from Ackerman for out-of-pocket charges contained only a single, lump sum amount indicating the charges were for out-of-pocket expenses. The approval of such Ackerman invoices was made without any receipt or review of underlying supporting documentation for the amounts in the invoices.
- When Ackerman and the NRA entered litigation, Ackerman produced a subset of the out-of-pocket invoices and their underlying supporting documentation from 2016 to 2018 (which the NRA did not have at time of approving such invoices). Included in the supporting detail were travel and entertainment expenses for multiple NRA executives, including Mr. LaPierre, Mr. Phillips, Mr. Powell, and Mr. Schropp, and other vendor expenses, including Mercury and I.I. & I.S. Inc, which were passed through to the NRA for reimbursement.
- Because the travel and entertainment expenses for certain NRA executives were lumped into single out-of-pocket expense lines on Ackerman invoices, these expenses were able to circumvent the controls within the NRA Travel and Business Expense policy. These individuals received reimbursements from the NRA for such expenses through the Ackerman pass through arrangement, without any of the required review of reasonableness, substantiation, and approval as required by the NRA Travel and Business Expense Reimbursement Policy.
- The approvals of Ackerman out-of-pocket invoices were made without review and verification that the services and/or products in the invoices were received. The payment of Ackerman invoices did not comply with requirements that division management and division directors ensure that all invoices are properly reviewed and coded in order to verify that the services and/or products in the invoices were received, according to the NRA Financial Services Division's Accounting Procedures and Guidelines. The expenses were not confirmed to have an appropriate business purpose, but were treated accordingly.

- After comparing the Ackerman out-of-pocket invoices to details on general ledger entries, I corroborated the general ledger entries to the account titled “Consultants Out of Pocket Expenses” corresponded to the amounts invoiced by Ackerman related to these “pass through” charges. Based on the limited general ledger data produced by the NRA, I have identified approximately \$4.3 million in Ackerman out-of-pocket expenses from 2015 through 2019.

XI. UNDER WILD SKIES, INC.

A. SUMMARY OF UWS CONTRACTS AND SUPPLEMENTAL ARRANGEMENTS

219. Under Wild Skies, Inc. (“UWS”) is a corporate entity that produced a television program of the same name focused on hunting. The show was hosted by Tony Makris (“Mr. Makris”), who was President of UWS and also President of the Mercury Group, a subsidiary of Ackerman McQueen, the NRA’s largest vendor for many years. Documents indicated that the NRA has been involved with UWS, including by sponsoring television programs, since at least the early 1990s, several of those years without a formal contract.

220. In 2015, the NRA and UWS executed a sponsorship agreement and a separate advertising agreement which were signed by Mr. LaPierre on behalf of the NRA and Mr. Makris on behalf of UWS.³⁰⁹ These agreements provided for payments to UWS in exchange for sponsorships and various forms of advertising during the televised program.

221. According to these agreements, thirteen episodes were to be aired by UWS each year from 2016 through 2022. Each episode of the program was to be thirty minutes in length for a period of twenty-six weeks per year. Thirteen of the twenty-six weeks were to be original programs, and all twenty-six weeks were to receive two additional showings for a total of sixty-eight showings during the term of these agreements.³¹⁰

³⁰⁹ There is a handwritten date of May 21, 2015 next to Mr. Makris’ signature on both agreements. Mr. LaPierre did not date his signature on either agreement. Under Wild Skies Advertising Agreement, May 21, 2015, pg.3 (NRA-NYAGCOMMDIV-00259039); Under Wild Skies Sponsorship Agreement, May 21, 2015, pg.5 (NRA-NYAGGCOMDIV-00259039).

³¹⁰ Based on my read of the contract, it is unclear how UWS and the NRA have arrived at the figure of 68 showings.

222. Subsequent sponsorship and advertising agreements between the NRA and UWS were executed by Mr. LaPierre and Mr. Makris in 2018.³¹¹ These agreements appear to have amended the 2015 sponsorship and advertising agreements. The general terms of these 2018 agreements remained consistent from the agreements in 2015, however, the terms for these agreements were extended through 2025. The 2018 agreements are not titled as amendments, nor is an amendment date referenced in the contract language. As such, the effective dates for these agreements were the original beginning date of January 1, 2016 through the extended end date of December 31, 2025.³¹²

223. The 2015 sponsorship agreement noted that the NRA was to receive two billboards, one in-show “feature,” one in-show “bumper” per episode for consideration. The 2015 advertising agreement noted that the NRA was to receive two minutes of advertising commercial time per episode. Sponsorship fees for both agreements were to be paid to UWS in installments each year. The 2015 sponsorship and advertising contracts limited annual increases to the sponsorship fees, however, the 2018 sponsorship and advertising contracts removed this limitation.³¹³

B. ANALYSIS OF UWS CONTRACTS AGAINST NRA POLICIES

224. The Second Amended Complaint allegations related to UWS included those involving Mr. LaPierre’s personal expense reimbursements, the NRA executives’ alleged misuse of the UWS programming arrangement by obtaining personal benefits and gifts, and allegations that payments were made to UWS for services that did not have a formally approved contract and/or did not relate to the UWS program.³¹⁴ According to the Second Amended Complaint, the NRA has paid UWS over \$18 million since 2010.³¹⁵

³¹¹ In addition to Mr. Makris and Mr. LaPierre, there were two other individuals that signed this agreement and there is a handwritten date of January 24, 2018 on the signature page. It is unclear who dated this agreement. Under Wild Skies Advertising Agreement, January 24, 2018, pg. 2 (NRA-NYAGCOMMDIV-00186814); Under Wild Skies Sponsorship Agreement, January 24, 2018, pg. 2 (NRA-NYAGCOMMDIV-00186812).

³¹² Under Wild Skies Advertising Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186814); Under Wild Skies Sponsorship Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186812).

³¹³ Under Wild Skies Advertising Agreement, May 21, 2015, pg. 3 (NRA-NYAGCOMMDIV-00259039); Under Wild Skies Sponsorship Agreement, May 21, 2015, pg. 5 (NRA-NYAGCOMMDIV-00259039); Under Wild Skies Advertising Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186814); Under Wild Skies Sponsorship Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186812).

³¹⁴ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pgs. 52, 84-86.

³¹⁵ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pgs. 84.

225. In the aforementioned 1996 special report of the Finance Committee regarding concerns about vendor contract processes, the authoring directors noted that the NRA had paid UWS for four years without a written contract, and instead based on a “verbal commitment.” This fact came to the attention of the Finance Committee members when a then Vice President being asked to approve a “letter agreement” with UWS inquired about “details not specified in the ‘letter agreement’ he was being asked to sign.” A response from the Special Assistant to the EVP confirmed this and noted that the only written documentation was “on an invoice basis.”³¹⁶

226. As described previously, the UWS programming arrangements were memorialized in 2015 via two separate contracts (subsequently updated in 2018) pertaining to “sponsorships” and “advertising.” From my review of the record evidence in this matter, I have not seen evidence that the formal agreements between UWS and the NRA were approved by NRA officers, nor was a business case analysis completed and approved as required by the NRA’s longstanding policy for Approval Procedures for Purchases and Contracts Over \$100,000.

227. As will be discussed in more detail herein, I have not seen evidence of any other written agreements, or related evidence of review and approval processes, between the NRA and UWS that govern “supplemental” payments made by the NRA to UWS’ President.

C. ANALYSIS OF UWS FINANCIAL HISTORY

228. General ledger details provided by the NRA reflect that the NRA paid UWS at least \$12 million from January 2015 through December 2019.³¹⁷ Of the \$12 million paid to UWS from 2015 through 2019, I was able to trace \$8,075,000 in payments made to UWS from 2016 through 2019 from the NRA’s general ledger details to the fee arrangements noted in the respective sponsorship and advertising agreements.³¹⁸ The remainder of the amounts paid to UWS pertain to undocumented payments made to UWS, such as “supplemental” payments for services provided by Mr. Makris. See below for two tables summarizing payments the NRA made to UWS: the first is a summary

³¹⁶ Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996, pgs. 3-4 (NYAG-FEC-00000063).

³¹⁷ NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

³¹⁸ Under Wild Skies Advertising Agreement, May 21, 2015, (NRA-NYAGCOMMDIV-00259039); Under Wild Skies Sponsorship Agreement, May 21, 2015, (NRA-NYAGCOMMDIV-00259039); Under Wild Skies Advertising Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186814); Under Wild Skies Sponsorship Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186812).

of payments by year and category; the second is a summary of payments that are both supported and unsupported by the written agreements between the NRA and UWS.³¹⁹

UWS.1 – Payments by Category

³¹⁹ The 2015 NRA General Ledger reflected payments to UWS in four equal installments of \$212,500 and four equal installments of \$200,000 throughout the year of 2015. I have not received an Advertising or Sponsorship Agreement effective for the year of 2015 to reconcile these payments to; however, my review of the Advertising and Sponsorship Agreements signed May 21, 2015 and January 24, 2018 indicated these payments relate to either sponsorship or advertising fees. The 2017 NRA General Ledger reflected a payment of \$100,000 to UWS on November 2, 2017, for which I have not identified further supporting evidence to determine the nature of the payment. The 2018 NRA General Ledger reflected a payment of \$210,000 to UWS on December 20, 2018, for which I understand to be an advancement for the Rovos Rail Hunting Safari, a game hunt in Africa. NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380); Under Wild Skies Advertising Agreement, May 21, 2015, (NRA-NYAGCOMMDIV-00259039); Under Wild Skies Sponsorship Agreement, May 21, 2015, (NRA-NYAGCOMMDIV-00259039); Under Wild Skies Advertising Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186814); Under Wild Skies Sponsorship Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186812); UWS Invoice for the 2018 Rovos Rail Bird Shoot, December 18, 2018 (NRA-NYAGCOMMDI-01197845).

Year	Payments	Payment Category
2015	\$ 585,000	Supplemental Income
2015	850,000	Advertising or Sponsorship Fees
2015	800,000	Advertising or Sponsorship Fees
2016	585,000	Supplemental Income
2016	900,000	Sponsorship Fees
2016	950,000	Advertising Fees
2017	585,000	Supplemental Income
2017	950,000	Sponsorship Fees
2017	1,000,000	Advertising Fees
2017	100,000	Unknown
2018	585,000	Supplemental Income
2018	975,000	Sponsorship Fees
2018	1,100,000	Advertising Fees
2018	210,000	Rovos Rail Bird Shoot
2019	1,000,000	Sponsorship Fees
2019	1,200,000	Advertising Fees
Total	\$ 12,375,000	

UWS.2 – Supported vs. Unsupported Payments by Category

Payments Supported by Agreements	
\$ 4,250,000	Advertising Fees
3,825,000	Sponsorship Fees
\$ 8,075,000	Total Supported Payments
Payments Unsupported by Agreements	
\$ 2,340,000	Supplemental Income
1,650,000	Advertising or Sponsorship Fees
210,000	Rovos Rail Bird Shoot
100,000	Unknown
\$ 4,300,000	Total Unsupported Payments
\$ 12,375,000	Total Payments to UWS

229. I was also able to trace an additional \$210,000 expenditure listed in the general ledger to an underlying document outlining the charges related to a game hunting safari in Africa with an entity called Rovos Rail. The invoice related to this trip covered spots for seven individuals at \$28,000 per person, as well as a \$14,000 gratuity.³²⁰

³²⁰ UWS Invoice for the 2018 Rovos Rail Bird Shoot, December 18, 2018 (NRA-NYAGCOMMDI-01197845).

D. ANALYSIS OF UWS/MAKRIS SUPPLEMENTAL INCOME ARRANGEMENT

230. The OAG has alleged that in addition to the sponsorship and advertising fees paid to UWS, the NRA also paid UWS close to \$50,000 a month in “supplemental” fees related to the UWS (and Mercury Group) President, Mr. Makris’, services in identifying and cultivating high-dollar donors for the NRA. Mr. Makris allegedly received these fees through UWS from approximately 2009 to 2019, even though the services did not relate to the UWS program and were not subject to the NRA’s internal review and approval processes for contracts and vendor payments.³²¹

231. The invoices for these fee payments contained only a one-line description of “Supplemental Invoice.” This supplemental agreement was never formalized as a written contract, as these payments were negotiated between Mr. Makris, Mr. LaPierre and Mr. Phillips.³²² A business case analysis was never completed, and the agreement was never approved in writing by either the NRA President or a Vice President, as required by NRA policy.³²³ The negotiation and approval of this agreement by Mr. LaPierre and Mr. Phillips violated the NRA’s internal policy concerning contracts over \$100,000, which are required to be in writing and subject to appropriate review and approval processes.³²⁴

232. Notwithstanding the lack of evidence of a written agreement between the NRA and UWS related to supplemental payments made to UWS, my analysis of the NRA’s general ledger detail indicated there were 24 separate payments of \$97,500 from 2015 through 2018, totaling \$2,340,000. These payments were recorded in a general ledger expense account bearing the description “Production Under Wild Skies.”³²⁵

233. The UWS invoices related to these transactions and relevant deposition testimony corroborate these payments constituted “supplemental” income payments made to Mr. Makris through UWS. Below is a summary of those payments by year:

³²¹ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 86.

³²² Deposition of Corporate Representative John Frazer, July 29, 2022, pg. 361; Deposition of Wilson Phillips, August 10, 2021, pgs. 219-225.

³²³ Deposition of Wilson Phillips, August 10, 2021, pg. 222.

³²⁴ Policy Statement Memo, Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000, February 27, 2012 (NRA-NYAGCOMMMDIV-00078366).

³²⁵ NRA General Ledger Detail, 2015-2018 (NRA-NYAGCOMMMDIV-01537374 – 01537377).

UWS.3 – Supplemental Income Payments

Year	# of Payments	Amount
2015	6	\$ 585,000
2016	6	585,000
2017	6	585,000
2018	6	585,000
Total	24	\$ 2,340,000

234. Based on the testimony of Mr. Phillips, Mr. Makris, who was, as mentioned, a close friend of Mr. LaPierre, was paid as a sponsor at UWS to take potential donors the NRA was seeking to build relationships with on hunting trips, and to put them on the UWS TV shows.³²⁶ UWS was paid \$585,000 annually for Mr. Makris’ “supplemental” services. In his deposition testimony, Mr. Phillips stated he was unaware if there was a written contract outlining these supplemental payments.³²⁷ He did recall the existence of sponsorship and advertising agreements between the NRA and UWS, but never saw an agreement evidencing the supplement agreement.³²⁸ Mr. Phillips also confirmed that there was not a business case analysis completed for the supplemental payments.³²⁹ Lastly, Mr. Phillips did not know if two officers signed or authorized the NRA to enter into that arrangement with Mr. Makris. During his deposition testimony, Mr. Phillips was shown six invoices from UWS which he recalled both in terms of the amount and format.³³⁰ Details of the invoices are summarized below:³³¹

UWS.4 – Supplemental Income Invoices Reviewed

Invoice Date	Invoice Number	Description	Issue Check By	Amount
12/7/2017	0118	Supplemental Invoice February 1, 2018	2/1/2018	\$ 97,500
12/7/2017	0218	Supplemental Invoice, April 1, 2018	3/29/2018	\$ 97,500
12/7/2017	0318	Supplemental Invoice June 1, 2018	5/31/2018	\$ 97,500
12/7/2017	0418	Supplemental Invoice August 1, 2018	7/31/2018	\$ 97,500
12/7/2017	0518	Supplemental Invoice October 1, 2018	9/27/2018	\$ 97,500
12/7/2017	0618	Supplemental Invoice December 1, 2018	11/29/2018	\$ 97,500

³²⁶ Deposition of Wilson Phillips, August 10, 2021, pg. 219; Deposition Testimony of Wayne LaPierre, Under Wild Skies v. NRA, December 8, 2020, pg. 178 (NRA-NYAGCOMM DIV-00198884); Deposition Testimony of Anthony Makris, April 21, 2021, pg. 107.

³²⁷ Deposition Testimony of Wilson Phillips, August 10, 2021, pgs. 221-222.

³²⁸ Deposition Testimony of Wilson Phillips, August 10, 2021, pgs. 222.

³²⁹ Deposition Testimony of Wilson Phillips, August 10, 2021, pgs. 222.

³³⁰ Deposition Testimony of Wilson Phillips, August 10, 2021, pgs. 222-225.

³³¹ Deposition Testimony of Wilson Phillips, August 10, 2021, Exhibit 19 (NRA-NYAG-00022703).

235. I observed that the invoices did, in fact, contain little description of the services rendered and only included a single line with the description “Supplemental Invoice.” Furthermore, I found it noteworthy that the entries in the NRA’s general ledger accounting system described the nature of these payments as “production” costs. This description is inconsistent with witness testimony that the supplemental fees were, at least in part, to entertain and build relationships with potential donors. Consequently, these charges were mischaracterized in the underlying books and records of the NRA.

236. I noted that other senior members of the NRA indicated this arrangement was not subject to separate approval or oversight. For example, David Coy, NRA Board Member and Second VP, testified that members of the Audit Committee did not review payment records, direct anyone to review contracts or payment records, hire a forensic review of payments made to the President of Mercury Group and UWS, or request the external auditors conduct any procedures or testing with respect to such payments.³³²

E. ANALYSIS OF CONFLICT OF INTEREST AND FINANCIAL DISCLOSURES RELATED TO UWS

237. The Second Amended Complaint alleged that Mr. LaPierre was reimbursed for expenses incurred travelling to and from film shoots for UWS and for personal travel costs involving UWS executives. These amounts included airfare, lodging, and related travel expenses that Mr. LaPierre and his wife incurred during trips to Africa for a UWS film shoot on safari. In addition, the Second Amended Complaint alleged that Mr. LaPierre and Mr. Makris took multiple trips to Arizona, which were personal in nature and unrelated to NRA business. Mr. LaPierre and Mr. Makris took private flights and stayed in suites at the Four Seasons hotel, which Mr. Makris then billed to the NRA.³³³

238. I also understand that the Second Amended Complaint alleges that Mr. LaPierre and his wife regularly appeared in episodes of UWS and traveled to, and participated in, big game hunts

³³² Deposition Testimony of David Coy, June 15, 2022, pgs. 113-118.

³³³ Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 52. In Mr. LaPierre’s Amended Verified Answers, he admits he has been reimbursed for expenses incurred travelling to and from UWS film shoots. He confirmed he was reimbursed by the NRA for airfare, lodging, and related expenses that he and his wife incurred travelling for a UWS film shoot on safari, for the purpose of “building the NRA’s brand and developing relationships between the NRA and hunters and donors.” Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pg. 40.

around the world which were paid for by UWS. The expenses for such trips included professional hunter costs, camps, chartered in-continent travel, food and beverages, hunting licenses, trophy fees, and taxidermy. Mr. LaPierre directed Mr. Makris to pay for various NRA Board Members and Officers and their spouses to participate in big game hunts around the world. These trips were not authorized by resolution of the NRA Board or an authorized committee. According to Mr. Makris, a game hunt of this nature can cost upwards of \$100,000.³³⁴

239. Mr. LaPierre's testimony confirmed that he received free hunting trips with all expenses paid for by UWS (including the cost of guides, professional hunters, game equipment, licenses and permits, airfare and international travel). For example, UWS paid for an elephant hunting trip in Africa for Mr. LaPierre and his wife in 2014 and a water buffalo hunt in Botswana also in 2014. In addition, the aforementioned Rovos Rail game hunting trip for \$210,000 appeared to have been paid for with NRA funds according to the general ledger.³³⁵ I understand Mr. LaPierre stated these trips were considered to be NRA business because they were filming a television show; however, UWS also paid to preserve hunting trophies of the animals Mr. LaPierre hunted on UWS trips to send them back to his home in Virginia.³³⁶

240. As noted previously, the NRA Procurement Policy stated employees, officers, and directors were prohibited from using their position in a manner that may create a conflict, or the appearance of a conflict, and anyone in a position to influence a purchasing decision for which they might receive material benefit was "required to disclose the nature of the conflict to those involved the purchasing activity."³³⁷ The Statement of Corporate Ethics prohibited the acceptance of gifts and entertainment over a nominal amount from a supplier or potential supplier without first submitting written justification and receiving approval from a supervisor or officer.³³⁸ In addition, the NRA Financial Disclosure Policy required disclosure of relationships with vendors that were paid or

³³⁴ Plaintiff's Second Amended Verified Complaint, May 2, 2022, pg. 85. Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pgs. 60 and 72.

³³⁵ NRA General Ledger Detail, 2018 (NRA-NYAGCOMMDIV-01537377).

³³⁶ Bankruptcy Trial, Wayne LaPierre Testimony, April 7, 2021, pgs. 128-131.

³³⁷ NRA Employee Handbook, Procurement Policy, January 7, 2006, pgs. 208-209 (NRA-NYAGCOMMDIV-00007666).

³³⁸ Statement of Corporate Ethics, January 7, 2006 (NRA-NYAG-00023491); Statement of Corporate Ethics, January 26, 2015 (NYAG-00282387).

sought business from the NRA, as well as the acceptance of gifts and entertainment exceeding nominal amounts.³³⁹

241. Based on my review of documentation regarding Mr. LaPierre's required annual Financial Disclosure Questionnaire responses, Mr. LaPierre did not disclose benefits received from UWS, including hunting trips that he and his wife took that were paid for by the NRA or UWS.³⁴⁰ The Financial Disclosure Questionnaire inquiry that was particularly relevant asked whether the respondent or any relative had "received...any gift, gratuity, personal favor, or entertainment with either a retail price or fair market value in excess of \$250 from any person or entity that is seeking to have a business relationship with, or received funds from, the NRA or any NRA Entity." Mr. LaPierre responded "no" to this question in his annual questionnaires even though these activities are consistent with the disclosable items addressed, namely entertainment in excess of \$250.³⁴¹

XII. NRA TRAVEL CONSULTANT

A. SUMMARY OF GAYLE STANFORD AND NRA RELATIONSHIP

242. From approximately 1993 through November 2020,³⁴² the NRA had a vendor relationship with Ms. Stanford, a personal travel consultant based in Woodland Hills, California, and later in Sonoma, California. Ms. Stanford operated her travel business and provided travel arrangement related services to the NRA under the entity names of GS2 Enterprises ("GS2") and Inventive Incentive & Insurance Services ("II & IS"), collectively ("Stanford"). Ms. Stanford was the only employee of GS2 and II & IS.³⁴³

³³⁹ Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pgs. 275-276 (NRA-NYAGCOMMDIV-00008897).

³⁴⁰ Disclosure of Financial Interest Questionnaires Received Log (NRA-NYAGCOMMDIV-00880776)

³⁴¹ In his 2021 Financial Disclosure Questionnaire, signed April 4, 2021, Mr. LaPierre discloses the OAG alleges "gifts" relating to the filming of UWS, and that "these allegations are disputed." However, in his Amended Verified Answers, Mr. LaPierre admits he answered "no" to the question regarding receipt of gifts in excess of \$250 in every questionnaire he submitted from 2008 to 2020 and that he gave testimony about his answers to the questionnaires. LaPierre 2016 NRA Financial Disclosure Questionnaire, February 8, 2016 (NRA-NYAG-00009723); LaPierre 2017 NRA Financial Disclosure Questionnaire, October 24, 2017 (NRA-NYAG-00002384); LaPierre 2018 NRA Financial Disclosure Questionnaire, August 24, 2018 (NRA-NYAG-00002418); LaPierre 2020 NRA Financial Disclosure Questionnaire, January 28, 2020 (NRA-NYAGCOMMDIV-00199567); LaPierre 2021 NRA Financial Disclosure Questionnaire, April 7, 2021, pg. 6 (NRA-NYAGCOMMDIV-00199293); LaPierre 2022 NRA Financial Disclosure Questionnaire, March 28, 2022 (NRA-NYAGCOMMDIV-01536493); Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pg. 35.

³⁴² Deposition of Gayle Stanford, February 28, 2022, pg. 14.

³⁴³ Deposition of Gayle Stanford, February 28, 2022, pg. 48 and 51.

243. For over 20 years, Stanford operated as Mr. LaPierre's personal travel consultant arranging his private air travel, black car service, and other travel arrangements such as hotel accommodations. From 1993 until March 2019, Stanford provided these services without a written contract with the NRA.^{344 345}

244. The NRA reimbursed Stanford for travel expenses incurred by Stanford on behalf of the NRA. The NRA also compensated Ms. Stanford in several different forms which varied across the years. It is noteworthy to emphasize that there was no written contractual arrangement between the NRA and Stanford until March 2019, regarding the fees, commissions, or expenses, including increases in fees over time. The NRA compensated Stanford for providing travel arrangement services in the following ways³⁴⁶:

- A monthly fee which was, according to Ms. Stanford, determined by the NRA and not negotiated between the parties.³⁴⁷ I noted from review of Stanford invoices that the monthly fees for 2015, 2016 through March 2019, and April 2019 through December 2019 were \$15,000, \$19,000, and \$26,500, respectively.
- A "new contract make-up" amount of \$36,000 paid in 2016. There was no contract in 2015 or 2016 between Stanford and the NRA.
- An annual retroactive amount of \$24,000. This retroactive payment was paid multiple times in January 2015, 2016, 2017, and 2018.
- An additional \$4,000 monthly fee, from January 2016 to September 2018,³⁴⁸ billed to the NRA via a pass-through arrangement with Ackerman McQueen. Ms. Stanford testified the NRA instructed her to invoice Ackerman McQueen for payment of the monthly fee.³⁴⁹ Ackerman McQueen would then invoice the \$4,000 monthly fee to the NRA via its out-of-pocket expense billing.

³⁴⁴ In March 2019, the NRA performed a business case analysis and entered into a written contract with Stanford for the first time. Agreement between NRA and GS2, March 24, 2019 (NRA-BK-00100166 through 0100171).

³⁴⁵ Deposition of Gayle Stanford, February 28, 2022, pg. 62.

³⁴⁶ Refer to the corresponding sections below for detailed discussion on each of the following points.

³⁴⁷ Deposition of Gayle Stanford, February 28, 2022, pgs. 60-61.

³⁴⁸ The documents available for review to confirm pass-through of the \$4,000 monthly by Ackerman to the NRA only covered January 2016 through September 2018. However, my review of the invoices for this monthly fee from Stanford to Ackerman covered January 2015 through October 2018.

³⁴⁹ Deposition of Gayle Stanford, February 28, 2022, pg. 83.

- A commission based on the actual cost of certain travel arrangements (e.g., chartered flights and car service) booked by Stanford on behalf of the NRA or NRA employees.³⁵⁰ Based on my analysis of a sample of invoices, the commission averaged approximately 11% of total travel costs.
- “Reimbursement” for certain expenses purportedly incurred by Stanford, including annual retroactive payments for computer and connectivity expenses.

245. The following table summarizes the total amounts Stanford was compensated from January 2015 through February 2020:

TRAVEL CONSULTANT.1 - Total Stanford Compensation

Category	Amount	Reference
Monthly Fees	\$ 1,159,500	<i>TRAVEL CONSULTANT.2</i>
Retroactive Fees	132,000	<i>TRAVEL CONSULTANT.3</i>
Monthly Fees Billed thru Ackerman McQueen	180,000	<i>TRAVEL CONSULTANT.4</i>
Commissions at 11%	1,202,820	<i>TRAVEL CONSULTANT.6</i>
Total	\$ 2,674,320	
<i>Average Annual Compensation</i>	<i>\$ 534,864</i>	

B. ANALYSIS OF STANFORD VENDOR RELATIONSHIP AGAINST NRA POLICIES

246. I have been asked by Counsel to analyze the factual record related to arrangements with Stanford against the backdrop of the relevant NRA policies, procedures, and internal controls, and provide findings related thereto. In particular, my review has included a comparison of the Procurement Policy requirements to the NRA’s vendor relationship with Stanford and a comparison of the NRA Accounting Procedures and Guidelines to the Stanford invoices reviewed.³⁵¹

a. Stanford Vendor Relationship

247. My analysis of the record evidence related to the Stanford relationship, including testimony from individuals familiar with the vendor relationship, accounting records related to payments,

³⁵⁰ Deposition of Gayle Stanford, February 28, 2022, pgs. 91-92.

³⁵¹ Refer to the section **VIII.A. NRA’S POLICIES, PROCEDURES, AND INTERNAL CONTROL CONTRACT REVIEW POLICY** for further detail over the NRA Procurement Policy and the NRA Accounting Procedures and Guidelines.

applicable policies and procedures, and contemporaneous emails and correspondence, indicates that the arrangement was not compliant with established NRA policies.

248. In fact, prior to March 2019 the Stanford vendor relationship with the NRA did not meet any of the NRA Procurement Policy requirements or any of the criteria reflected in the February 2012 Contract Review Policy Memo. With respect to the vendor relationship where Stanford provided Mr. LaPierre and the NRA personal travel consulting services I observed:

- The NRA's vendor relationship with Stanford exceeded \$100,000 annually and required a written contract and a business case analysis.³⁵²
- There was no written contract between the NRA and Stanford. As a result, there was no approval from the appropriate Division Director, EVP, and Treasurer, signatures from the NRA's President and another Vice President, or approval by the NRA's Office of the General Counsel. Further, there was no distribution of a contract review "packet" for signatures of required levels of approval.
- The value of the services being provided to the NRA by Stanford exceeded \$5,000 and required a competitive bidding process.
- The travel services provided by Stanford were not subject to competitive bidding process under a RFP, nor was a business case analysis performed until 26 years after she began providing services (one was completed in 2019), as required by NRA policy.
- The monthly fees and increases in fees that were paid to Stanford directly and indirectly through Ackerman McQueen were not negotiated between the parties.³⁵³
- Increases in fees, addition of commissions, and annual retroactive fees were determined and provided to Ms. Stanford by Mr. Phillips³⁵⁴.
 - Ms. Stanford testified that she received compensation other than monthly fees (in reference to the 10% commission) for which she was directed verbally by

³⁵² \$15,000 per month for 12 months equates to \$180,000.

³⁵³ Deposition of Gayle Stanford, February 28, 2022, pg. 61.

³⁵⁴ Deposition of Gayle Stanford, February 28, 2022, pgs. 60-61, 195-196.

Mr. Phillips to add on to her invoices, and not as a separate line item but rather to include in the fees for private planes and black car services.³⁵⁵

249. As a result, the NRA arrangement with Stanford was not compliant with established NRA procurement policies from the beginning of the relationship through March 2019.

C. ANALYSIS OF TRAVEL CONSULTANT FINANCIAL ACTIVITY

250. In addition to the analysis of the contractual relationship between the NRA and Stanford, I performed an analysis of the of NRA payments to Stanford from January 2015 through February 2020 against the backdrop of the NRA's policies, processes, and controls. Considered in totality, the record evidence reflects millions of dollars of expenditures from the NRA to Stanford entities each year which were not subject to applicable reviews, approvals, and internal control steps required by NRA policies. In addition, my analysis indicated the billing mechanisms and fee structures were varied and opaque, as will be discussed subsequently.

a. Overview of Analysis of Travel Consultant Expenditures

251. From January 2015 through February 2020, the period for which I have relevant general ledger information, I identified \$13.5 million payable transactions representing invoices from Stanford to the NRA.³⁵⁶ As described in more detail below, I have reviewed \$3.3 million of these expenditures to assess compliance with NRA policies and to understand the timing, nature, and amounts of the expenses paid for by the NRA, including those relating to Ms. Stanford's retained fees. I have noted findings from my analysis herein.³⁵⁷

252. The analysis included tracing certain invoices from Stanford through the NRA's financial records, including accounts payable transactions, and bank ACH records. Additionally, I vouched the invoices against documents provided to me to support the invoices from Stanford to the NRA.³⁵⁸

³⁵⁵ Deposition of Gayle Stanford, February 28, 2022, pgs. 91-96.

³⁵⁶ The \$13.5 million of payable transactions include \$13.0 million from the NRA general ledger, and \$0.5 million from the NRA-ILA general ledger. See **Exhibit TRAVEL CONSULTANT.1 & Exhibit TRAVEL CONSULTANT.4**, respectively.

³⁵⁷ The \$3.3 million of reviewed expenditures include \$2.8 million of NRA expenditures, and \$0.5 million of NRA-ILA expenditures. See **Exhibit TRAVEL CONSULTANT.2 & Exhibit TRAVEL CONSULTANT.4**, respectively.

³⁵⁸ I observed invoices from Stanford addressed to the NRA and NRA-ILA for which I understand from Counsel are both to be considered in my analysis.

253. As of the date of this report, my analysis is restricted to the documents and data that have been provided to me. In my tracing of NRA-ILA invoices to the NRA-ILA accounts payable ledger³⁵⁹, I noted several NRA-ILA transactions missing and therefore conclude that the NRA-ILA accounts payable ledger may be incomplete.

254. My analysis included an initial review of a selection of Stanford invoices posted in January 2015, supporting documents (e.g., passenger manifests), accounts payable transactions, and ACH records. The initial analysis revealed trends in the data that I used to develop a risk-based approach and reasonable parameters to my analysis. For example, my analysis showed consistent monthly transactions of the same dollar amounts for a period of time that when compared to invoices were related to the monthly fees being invoiced by Stanford. Additionally, the non-recurring transactions when compared to invoices and supporting documents were related to air transportation, car services, or other travel accommodations.

255. After the initial analysis was performed, I randomly selected one month of posted accounts payable transactions for each year from January 2015 through February 2020 to analyze in greater detail.³⁶⁰ I judgmentally selected an additional 35 transactions from months other than those randomly selected as previously described for a total of 77 transactions.³⁶¹ For each month selected, I identified from the document production the related Stanford invoices and corresponding back-up support, such as passenger manifest from the third-party provider of chartered air transport, Corporate America Aviation (“CAA”) and invoices from car service provider, Ready to Roll (“RTR”).

256. Of these 77 transactions, I was able to locate seemingly complete backup support for 23 of them.³⁶²

257. After vouching the invoice to the general ledger, I then traced the invoice and transaction to the outgoing ACH payments from the NRA Wells Fargo bank account,³⁶³ to determine whether Stanford had been paid.

³⁵⁹ NRA-ILA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01538467-01538489)

³⁶⁰ May 2015, June 2016, February 2017, March 2018, August 2019, January 2020.

³⁶¹ Of the 77 transactions, three (3) were credits to previous transactions and were matched accordingly. See **Exhibit TRAVEL CONSULTANT.2**

³⁶² See **Exhibit TRAVEL CONSULTANT.3**.

³⁶³ Wells Fargo ACH transactions, 2013 – 2020, for NRA account ending x8228 (NYAG-WF-01167627). See also Wells Fargo Business Records Declaration, July 1, 2020, pg. 1 (NYAG-WF-01168545).

258. My analysis of the NRA's payments to Stanford also included tracing and vouching Stanford's invoices and supporting documents to Ackerman McQueen, by and through Ackerman McQueen's invoices for out-of-pocket expenses to the NRA.

259. The invoices submitted by Stanford to the NRA were addressed from one of three entities: Gayle Stanford, GS2, or II & IS. I did not observe any difference in the description of services being provided from GS2 and II & IS, and the invoice numbering was sequential regardless of entity referenced at the top of each invoice. I also observed that these invoices were sometimes addressed to the NRA and sometimes to NRA-ILA.

b. Stanford Fees – Monthly NRA Fee

260. The monthly fees Stanford invoiced to the NRA were \$15,000 in 2015 with \$10,000 invoiced to NRA and \$5,000 invoiced to NRA-ILA. Beginning in January 2016, the monthly fees were increased to \$19,000 with \$12,000 and \$7,000 invoiced to the NRA and NRA-ILA, respectively, where they stayed until March 2019. In absence of a contract, there is no documented evidence to support the initial monthly fee amounts, nor the subsequent increase in 2016.

261. Beginning April 2019, the monthly fees increased to \$26,500 under the new contract signed between the NRA and Stanford.^{364 365}

262. As summarized in the table below, in total, from 2015 through 2019, Stanford was paid \$1,159,500 in monthly fees, for an average of approximately \$232,000 per year.

TRAVEL CONSULTANT.2 - Stanford Monthly Fee

Period	Months	Monthly Fee	Amount
2015	12	\$ 15,000	\$ 180,000
2016	12	19,000	228,000
2017	12	19,000	228,000
2018	12	19,000	228,000
1/1/2019 - 3/31/2019	3	19,000	57,000
4/1/2019 - 12/31/2019	9	26,500	238,500
Total			\$ 1,159,500
<i>Average Annual Fee 2015-2019</i>			<i>\$ 231,900</i>

c. Stanford Fees – Retroactive Fees

³⁶⁴ Agreement between NRA and GS2, March 24, 2019, pg. 1 (NRA-BK-00100166).

³⁶⁵ Ms. Stanford testified that her monthly fee of \$26,500 was based on the monthly fees to the NRA and Ackerman McQueen and the annual fee. Deposition of Gayle Stanford, February 28, 2022, pgs. 194-195.

263. In addition to the monthly fees, I noted five invoices from Stanford for fees that could potentially be duplicative of the monthly fees and/or additional fees assessed on top of the monthly fees.³⁶⁶

TRAVEL CONSULTANT.3 - Stanford Retroactive Fee

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
1/2/2015	2899	"January – December, 2014 Fee for Logistics and Advance Scheduling"	\$ 24,000
1/12/2016	3019	"New Contract Make Up May 2015 Thru January 2016"	36,000
1/15/2016	3023	"January – December, 2015 Fee for Logistics and Advance Scheduling"	24,000
1/1/2017	3134	"January – December, 2016 Fee for Logistics and Advance Scheduling"	24,000
1/1/2018	3247	"January – December, 2017 Fee for Logistics and Advance Scheduling"	24,000
			\$ 132,000

264. On January 12, 2016, there is an invoice from GS2 to the NRA for "New Contract Make Up May 2015 Thru January 2016" for \$36,000.³⁶⁷ As noted before, there was no written contract between GS2 and the NRA in 2015 and 2016 to support this amount; however, Ms. Stanford testified that it was a retroactive increase to her monthly fee.³⁶⁸

265. On January 15, 2016, there is an invoice from GS2 to the NRA for "January – December, 2015 – Fee for Logistics and Advance Scheduling" for \$24,000.³⁶⁹ As this invoice is for a retroactive time period, and the description is similar to those issued for the monthly fee invoices "Fee for Travel and Advance Scheduling", this invoice could be duplicative of the fees invoiced in 2015 and potentially duplicative of the \$36,000 retroactive fee invoiced on January 12, 2016 or additional fees assessed in arrears. Consistent with my observation, Ms. Stanford testified that she did not provide additional services for this \$24,000 fee, and in fact the fee was invoiced to the NRA at the direction of Mr. Phillips, including how the invoices were worded.³⁷⁰

³⁶⁶ Invoice #2899 from GS2 to NRA, January 2, 2015 (NRA-NYAGCOMMDIV-00376498); Invoice #3019 from GS2 to NRA, January 12, 2016 (NRA-NYAGCOMMDIV-00376838); Invoice #3023 from GS2 to NRA, January 15, 2015 (NRA-NYAGCOMMDIV-00376842); Invoice #3134 from GS2 to NRA, January 1, 2017 (NRA-NYAGCOMMDIV-00376935); Invoice #3247 from GS2 to NRA, January 1, 2018 (NRA-NYAGCOMMDIV-00984604).

³⁶⁷ Invoice #3019 from GS2 to NRA, January 12, 2016 (NRA-NYAGCOMMDIV-00376838).

³⁶⁸ Deposition of Gayle Stanford, February 28, 2022, pg. 80 (in reference to Exhibit 8 page 2).

³⁶⁹ Invoice #3023 from GS2 to NRA, January 15, 2015 (NRA-NYAGCOMMDIV-00376842). Although the invoice is dated January 15, 2015, the invoice number of 3023 fits into the numbering scheme that would dictate that the date is January 15, 2016 and not 2015. Additionally, this invoice was posted to the NRA general ledger on January 20, 2016.

³⁷⁰ Deposition of Gayle Stanford, February 28, 2022, pg. 196-197.

266. Similar to the invoice on January 15, 2016, there are invoices in January 2015, 2017 and 2018 from GS2 to the NRA for \$24,000 each with the description “Fee for Logistics and Advance Scheduling” for the January through December 2014, 2016 and 2017 periods, respectively. My same observations regarding potential duplication and/or additional fees in arrears apply to these invoices as well.

d. Stanford Fees – Ackerman McQueen Monthly Fee

267. My analysis also identified monthly invoices from II & IS to Ackerman McQueen for “Travel Co-ordination” for \$4,000 from approximately February 2015 through October 2018. In my analysis of Ackerman McQueen out-of-pocket expenses (see Section X ACKERMAN MCQUEEN), I observed the inclusion of the \$4,000 monthly fee from Stanford in monthly billings from Ackerman to the NRA for the period analyzed (January 2016 through September 2019). My analysis of the Ackerman fees, particularly those for out-of-pocket expenses, demonstrated that the \$4,000 monthly fee was being passed through to the NRA. As the invoices from II & IS to Ackerman for the \$4,000 monthly fee begin in February 2015, I have applied the finding to the other invoices outside of the January 2016 through September 2019 period, and totaled all invoices as \$180,000.

TRAVEL CONSULTANT.4 - Stanford Ackerman McQueen Monthly Fee

Period	Months	Monthly Fee	Amount
2/1/2015 - 12/31/2015	11	\$ 4,000	\$ 44,000
2016	12	4,000	48,000
2017	12	4,000	48,000
1/1/2018 - 10/31/2018	10	4,000	40,000
Total			\$ 180,000

268. These charges were billed from Stanford to Ackerman, and then passed on from Ackerman to the NRA. The invoices from Ackerman to the NRA as “out-of-pocket expenses” were not provided to the NRA at a detailed level for personnel with oversight and review responsibilities to properly approve. See **Section X ACKERMAN MCQUEEN** for discussion on the out-of-pocket expenses.

269. I also noted other invoices from Stanford to Ackerman for travel costs (e.g., black car services), but did not identify those costs being passed through to the NRA.

e. Stanford Fees – Expense Reimbursement Fees

270. From February 2015 through July 2018, there were \$93,489 in charges from Gayle Stanford to the NRA for expense reimbursements. The descriptions on the invoices for these 11 expense reimbursement requests are not detailed enough to understand the expenses being claimed and/or are not supported by receipts from Stanford to substantiate the expense.

271. For example, the NRA reimbursed Stanford for communications and computer expenses totaling \$39,773, and \$24,937 for non-descript city expenses (e.g., Nashville, Louisville, Los Angeles, Atlanta, Las Vegas, Dallas). Additionally, the NRA paid \$11,952.00 for unspecified charges for Frosch Travel and Travel Registry, third party travel vendors to Ms. Stanford.³⁷¹

³⁷¹ Invoice from Gayle Stanford to NRA, February 17, 2015 (NRA-NYAGCOMMDIV-00376518); Invoice from Gayle Stanford to NRA, April 16, 2015 (NRA-NYAGCOMMDIV-00376532); Invoice from Gayle Stanford to NRA, April 29, 2015 (NRA-NYAGCOMMDIV-00376539); Invoice from Gayle Stanford to NRA, January 13, 2016 (NRA-NYAGCOMMDIV-00376839); Invoice from Gayle Stanford to NRA, May 27, 2016 (NRA-NYAGCOMMDIV-00376881); Invoice from Gayle Stanford to NRA, January 17, 2017 (NRA-NYAGCOMMDIV-00376940); Invoice from Gayle Stanford to NRA, May 12, 2017 (NRA-NYAGCOMMDIV-00376975); Invoice from Gayle Stanford to NRA, January 5, 2018 (NRA-NYAGCOMMDIV-00984607); Invoice from Gayle Stanford to NRA, February 5, 2018 (NRA-NYAGCOMMDIV-00984613); Invoice from Gayle Stanford to NRA, May 9, 2018 (NRA-NYAGCOMMDIV-00984646); Invoice from Gayle Stanford to NRA, July 16, 2018 (NRA-NYAGCOMMDIV-00984668).

TRAVEL CONSULTANT.5 - Stanford Expense Reimbursement Fee

Invoice Date	Invoice Description	Computer and Comms.	Forsch and Travel Registry Expenses	Destination Expenses	Other Expenses	Invoice Total
2/17/2015	2014 Communications; "Dec 2014 Heston & Lanning Flowers"; "Feb Sci Expenses"	3,205	-	-	3,080	6,285
4/16/2015	Nashville Expenses	-	-	5,755	-	5,755
4/29/2015	Jan - Dec 2014 Frosch Classic Travel Reimburse Charges; "Jan - Dec 2014 Travel Registry Reimburse Charges"	-	6,285	-	-	6,285
1/13/2016	2015 Communications Expenses; "Computer Expenses"; Jan - Dec 2015 Frosch Classic Travel Reimburse Charges"; "Dec 2015 Heston and Lanning Flowers"	7,953	1,170	-	304	9,427
5/27/2016	"May 18-23 Louisville Expenses"	-	-	5,458	-	5,458
1/17/2017	"2015 Computer and Communications Charges"; "Jan - Dec 2016 Frosch Classic Travel Reimburse Charges"; "Aug 31 Los Angeles Expenses"; "Dec 2016 Heston, Lanning, Bev Hills Flowers"	12,311	1,034	409	455	14,209
5/12/2017	"Atlanta Annual Meeting April - May 2017 Expenses"	-	-	4,595	-	4,595
1/5/2018	"Computer and Office Expenses January - December 2017"; "Frosch Travel Charges Reimbursement January - December 2017"	16,305	3,463	-	-	19,768
2/5/2018	"February Las Vegas Expenses"	-	-	4,081	-	4,081
5/9/2018	"May 2018 Dallas Expenses"	-	-	4,638	-	4,638
7/16/2018	"June-July Expenses"	-	-	-	12,988	12,988
Total		\$ 39,773	\$ 11,952	\$ 24,937	\$ 16,827	\$ 93,489

f. Stanford Fees - Commissions

272. Stanford also charged an extra fee ("commission") to the NRA. This commission was a mark-up on the actual travel costs for chartered flights and black car services, and according to Ms. Stanford's deposition, averaged approximately 10% of the costs of the services booked.³⁷²

273. From my previously described analysis of the Stanford invoices for travel costs and supporting invoices from CAA and RTR, I calculated that the average commission was approximately 11%,³⁷³ consistent with Ms. Stanford's testimony. I calculated the commission percentage as I noted the Stanford invoices do not separately break-out the commissions from the cost of travel. It is worth noting that although my review included supporting invoices for travel costs from providers such as CAA and RTR, it is my understanding that these documents were not

³⁷² Deposition of Gayle Stanford, February 28, 2022, pgs. 91-95.

³⁷³ See Exhibit TRAVEL CONSULTANT.3.

provided to the NRA by Stanford. This is consistent with Ms. Stanford's testimony that invoices from Stanford were submitted without support for the charges and were marked-up for her commission percentage.³⁷⁴

274. I applied my calculated average commission rate of 11% to the remaining population of travel costs Stanford invoiced to the NRA to estimate the amount of commissions paid to Stanford from January 2015 through February 2020 of \$1,202,820. This calculation is detailed in the following table:³⁷⁵

TRAVEL CONSULTANT.6 - Stanford Commission Fee

Description	Amount	Reference
Total NRA Payments to Stanford	\$ 12,998,577	<i>Exhibit TRAVEL CONSULTANT.1</i>
Identified ILA Payments to Stanford	\$ 523,960	<i>Exhibit TRAVEL CONSULTANT.4</i>
Subtotal	\$ 13,522,536	
Less:		
Total Monthly Fees	\$ 1,159,500	<i>TRAVEL CONSULTANT.2</i>
Total Retroactive Fees	132,000	<i>TRAVEL CONSULTANT.3</i>
Total Expenses	93,489	<i>TRAVEL CONSULTANT.5</i>
Total Fees and Expenses	\$ 1,384,989	
Total Stanford Travel Costs Invoiced to NRA	\$ 12,137,547	
Average Commission Rate	11%	<i>Exhibit TRAVEL CONSULTANT.3</i>
Estimated Total Travel Costs	\$ 10,934,727	
Estimated Total Stanford Commissions	\$ 1,202,820	
Total Fees and Expenses	\$ 1,384,989	
Estimated Total Commissions	1,202,820	
Total NRA Payments to Stanford	\$ 2,587,809	

275. The \$2,587,809³⁷⁶ in total fee and Stanford expense related payments to Stanford represent NRA expenditures that otherwise may not have been approved had NRA procurement policy been followed. Considered together, these billing arrangements between Ms. Stanford and the NRA were inexplicably disaggregated, complex, unsupported by contracts, not approved in accordance

³⁷⁴ Deposition of Gayle Stanford, February 28, 2022, pgs. 121, 190-191.

³⁷⁵ This total represents the sum of the invoices from Gayle Stanford, GS2 and II & IS to the NRA from January 2015 through February 2020, plus the invoices to the NRA-ILA for monthly fees only. These invoices are captured in the NRA accounts payable ledger.

³⁷⁶ This \$2.59 million amount does not include the payments made through Ackerman McQueen's out-of-pocket expenses.

with NRA policy, and present a number of red flags with respect to documentation and structure, as discussed subsequently.

g. Stanford Travel Costs

276. Based on my financial analysis of the Stanford invoices and subsequent payment, I noted that Ms. Stanford personally paid the providers of the travel services (e.g., chartered flights and black car services) and then invoiced the NRA for reimbursement (plus the commission). I observed that the Stanford invoices were processed through the NRA books and then paid immediately.

277. The quick turnaround on payment makes sense as Ms. Stanford was providing thousands of dollars of her own money at any given time. It also makes sense that payment could be pushed through the disbursement process quickly given that the Stanford invoices did not contain details or supporting documentation to allow for a proper review and approval. Ms. Supernaugh testified that Ms. Stanford was not required to provide back-up support for the Stanford invoices. In order to ensure that services were provided or expenses were incurred, Ms. Supernaugh testified that she relied on Mr. Phillips and other directors she spoke with to verbally provide her with assurance.³⁷⁷

278. In fact, the NRA received and processed what I have calculated to be approximately \$11 million (or an average of over \$2 million a year),³⁷⁸ bypassing the NRA's Accounting Guidelines on payment processing.

D. OTHER FINDINGS REGARDING TRAVEL CONSULTANT BILLING PRACTICES

a. Transactions Appear Overly Complex

279. Instructions to Stanford from Mr. Phillips to create a second entity, which ended up being GS2, to use to invoice for the same services, appear overly complex.³⁷⁹ Given Ms. Stanford was the only employee of GS2 and II & IS,³⁸⁰ and services provided by both were identical, there appears to be no logical reason to over-complicate invoicing from Stanford using the two entities and invoicing both the NRA and the NRA-ILA, for the payment to end up being processed as one.

³⁷⁷ Deposition of Lisa Supernaugh, May 5, 2022, pgs. 204-208.

³⁷⁸ My calculation of an estimated \$11 million (or \$10,934,727) is included in the preceding Table. The average of \$2 million a year is calculated as \$10,937,727 divided by 5 years.

³⁷⁹ Deposition of Gayle Stanford, February 28, 2022, pgs. 51-52.

³⁸⁰ Deposition of Gayle Stanford, February 28, 2022, pgs. 48 and 51.

As I discuss in **Section VI. C. ANALYSIS OF FRAUD RISK INDICATORS**, overly complex payment arrangements without a business purpose are a fraud risk indicator.

b. Documents Appear to Have Been Altered or Falsified

280. The record evidence reflects that Ms. Supernaugh altered invoices from Ms. Stanford before providing the altered documents to the NRA's financial services department for payment processing.³⁸¹ In an email from Ms. Supernaugh to Ms. Stanford regarding the cities to be listed on Stanford invoices, Ms. Supernaugh states "I always delete [the cities] from invoice before payment but have to retain actual should auditors inquire."^{382 383}

281. In my review of the Stanford invoices to the NRA, I observed examples of duplicate invoices where one has either more information or different information than the other. For example, invoices where a destination appears on one but eliminated on the other, or actual destinations that appears on one and falsified on another.

282. My observation is supported by the testimony of Ms. Stanford and Ms. Supernaugh. Ms. Stanford testified that Mr. LaPierre instructed her on destination city names to include or exclude from her invoices to the NRA.³⁸⁴ For example, Ms. Stanford testified that Mr. LaPierre told her how to word an invoice for a charter flight whereby stops in Nebraska and the Bahamas were omitted.³⁸⁵

283. Further, in her role as the processor of the Stanford invoices, Ms. Supernaugh testified that she would alter Stanford invoices to remove destinations from the front of the invoice before providing the invoice to the NRA financial services department for payment processing.³⁸⁶ Altering or falsifying information on documents degrades the integrity and ability to rely on the information being provided to make informed decisions (e.g. approval decisions), prepare accurate

³⁸¹ Deposition of Lisa Supernaugh, May 5, 2022, pg. 217.

³⁸² Deposition on Gayle Stanford, February 28, 2022, pgs. 163-164; Email from Lisa Supernaugh to Gayle Stanford, January 5, 2017 (NRA-NYAGCOMMDIV-00288783).

³⁸³ In another email from Ms. Supernaugh to Ms. Stanford, Ms. Supernaugh states "I do not have a way to amend the invoice and take off the destination/flight info like I do to protect W schedule from wandering eyes. I keep the original invoice in our office for audit purposes." Email from Lisa Supernaugh to Gayle Stanford, February 24, 2015 (NRA-NYAGCOMMDIV-00716109).

³⁸⁴ Deposition of Gayle Stanford, February 28, 2022, pgs. 115-116.

³⁸⁵ Deposition of Gayle Stanford, February 28, 2022, pgs. 134-135.

³⁸⁶ Lisa Supernaugh's role was "to process the invoices, to gather information, that being the appropriate coding to have the invoice paid to the correct budget, that sort of thing, and to get the appropriate signatures on [the invoice]" before providing the invoice to the financial services department for payment processing. Deposition of Lisa Supernaugh, May 5, 2022, pgs. 32-33.

financial reports, and manage risk of fraud, waste, and abuse of funds (for example, does traveling to the Bahamas align with business activities occurring at that time).

284. For example, GS2 invoice number 2920 dated March 3, 2015 to the NRA identifies air transportation for February 28 through March 1 for “Wash/Nashville/Wash”.³⁸⁷ Another version of the same invoice has no destinations included in the description for air transportation.³⁸⁸

285. As another example, GS2 invoice number 3080 dated June 28, 2016 to the NRA identifies air transportation to “Wash/Milwaukee/Nassau”.³⁸⁹ Another version of the same invoice states the same air transport to “Wash/Milwaukee/Florida” for the same amount of \$41,850.³⁹⁰ The corresponding invoice from CAA, also dated June 28, 2016, shows the trip itinerary as “Washington, DC/Milwaukee, WI/Kearney, NE/Nassau, BAH.”³⁹¹ Ms. Stanford testified in regards to this invoice that Mr. LaPierre instructed her on how to word this invoice.³⁹²

c. Missing Documents and Unsupported Transactions

286. The record evidence reflects that Ms. Supernaugh or Mr. Phillips provided instructions to Ms. Stanford regarding how to word and format invoices to the NRA and Ackerman McQueen to avoid scrutiny, including the inclusion or exclusion of destinations and passengers.³⁹³

287. Ms. Supernaugh also provided instruction to Ms. Stanford to *not* submit supporting documents, such as passenger manifests, to evidence costs and expenses claimed by Stanford. The invoices submitted by Stanford were typically not accompanied by supporting documents. Deposition testimony of Ms. Rowling, CFO and Treasurer of the NRA and former Director of Accounting Operations and Financial Reporting for the NRA, stated that “Prior to January of 2020, financial services did not have access to the back-up for invoices from GS2.”³⁹⁴ In other words, detailed information supporting the invoices paid for Ms. Stanford’s services, and the underlying travel costs she passed through, were not transparent to individuals that played a crucial role in maintaining checks and balances over expenditures.

³⁸⁷ Invoice #2920 from GS2 to NRA, March 3, 2015 (NRA-NYAGCOMMDIV-00376522).

³⁸⁸ Invoice #2920 from GS2 to NRA, March 3, 2015 (NRA-NYAGCOMMDIV-00376523).

³⁸⁹ Invoice #3080 from GS2 to NRA, June 28, 2016 (NYAG-STANFORD-00000229).

³⁹⁰ Invoice #3080 from GS2 to NRA, June 28, 2016 (NYAG-STANFORD-00000228).

³⁹¹ Invoice # 070916ROA from CAA to Gayle Stanford, June 28, 2016 (NYAG-STANFORD-00000797).

³⁹² Deposition of Gayle Stanford, February 28, 2022, pgs. 160-162,

³⁹³ Deposition of Gayle Stanford, February 28, 2022, pgs. 86-87.

³⁹⁴ Bankruptcy Trial, Sonya Rowling Testimony, April 8, 2021 PM, pgs. 149-150.

288. I also observed that numerous Stanford invoices for air transportation did not include the number of passengers and/or the passenger names. This is consistent with deposition testimony of Ms. Stanford that she was directed by the NRA exclude passenger information from invoices.³⁹⁵ In my experience, such information is important to the approval process and would be required for the financial services department to determine whether travel expenditures adhered to NRA policy guidelines.

289. For example, GS2 invoice number 3319 dated June 7, 2018 for air transportation July 1 – July 8, 2018 for \$49,700 does not list the passengers nor the destination.³⁹⁶ Notably, this trip took place over the July 4th holiday. Documentation from a private charter flight company used by the NRA, CAA, indicates the flight on July 1, 2018 carried five passengers, including Mr. LaPierre, from Washington, DC to Nassau, Bahamas.³⁹⁷ I also identified the CAA invoice for the return flight from Nassau, Bahamas to Washington, DC on July 8, 2018 for the same number of passengers.³⁹⁸

290. In addition to air transportation costs, I observed numerous examples of Stanford invoices for car services without complete lists of names of the persons for which the cars were provided. For example, GS2 invoice number 3094 dated August 23, 2016 for \$48,232.59 lists dates in July and August for cars for Mr. LaPierre, Ms. Hallow, and Mr. Schropp; however, there is one car “Car #2” in which the passenger is not named.³⁹⁹ It is unclear why certain passengers would be listed and others anonymized.

291. In addition to observing the absence of names of passengers and destinations on many of Stanford’s invoices, I also observed many expenses without sufficient detail to determine the nature of the services or goods provided and for the approver and financial services department to assess the appropriateness of the expenses being claimed against policy.

292. For example, there are several invoices with the general description of “gratuities”, or “gratuities”, “expenses”, and “charges” with a city name (e.g., gratuities in Las Vegas). The following table contains a sample of these non-descript charges. Again, the lack of detail and

³⁹⁵ Deposition of Gayle Stanford, February 28, 2022, pg. 24.

³⁹⁶ Invoice #3319 from GS2 to NRA, June 7, 2018 (NYAG-STANFORD-00000542).

³⁹⁷ Invoice # 070118ROA from CAA to Gayle Stanford, June 5, 2018 (NYAG-STANFORD-00000794).

³⁹⁸ Invoice # 070818ROA from CAA to Gayle Stanford, June 5, 2018 (NYAG-STANFORD-00000796).

³⁹⁹ Invoice #3094 from GS2 to NRA, August 23, 2016 (NRA-NYAGCOMMDIV-00376901).

supporting documentation from Stanford makes it challenging for the NRA approver and financial services department to determine if the expenses being claimed were actually incurred and whether they were consistent with NRA policy.⁴⁰⁰

TRAVEL CONSULTANT.7 - Stanford Invoices with Non-Descript Charges

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
3/24/2015	2922	Las Vegas Gratuities	\$ 1,200
4/23/2015	2933	Gratuities	17,600
5/25/2016	3061	Louisville, Kentucky May 16 – As Directed - All Cars	13,388
6/4/2016	3071	Louisville, Kentucky May 16-23, 2016 Additional Car Charges	30,250
6/15/2016	3073	Add. Charges Louisville	2,600
6/28/2016	3079	Nashville Charges, Dallas Charges	8,500
6/28/2016	3080	June 23-26 Air Transportation Add. Charges Alpine TX	10,777
8/23/2016	3094	Cleveland Gratuities, Bristol Expenses	3,300
12/23/2016	3131	New York Charges	3,100
2/7/2017	3151	Dallas, Houston, NY & Las Vegas Charges	4,100
5/11/2017	3175	Gratuities & Add. Expenses	19,100
3/2/2018	3310	May 2018 Dallas Expenses	45,000

293. Another example of unsupported transactions are annual fees of \$24,000 being paid retroactively to Stanford for no additional services being provided. The invoices for these fees do not provide any description of the services being performed, and Stanford testified that no additional services were performed related to these fees.⁴⁰¹

d. Transactions That Are Not Recorded in a Complex or Timely Manner or Are Improperly Recorded

294. NRA Accounting Procedures and Guidelines requires two officers' signatures for any payments over \$50,000. Ms. Supernaugh provided instruction to Ms. Stanford regarding how to structure invoicing for costs that exceeded \$50,000 to avoid additional sign-off under NRA's

⁴⁰⁰ Invoice #2922 from GS2 to NRA, March 24, 2015 (NYAG-STANFORD-00000112); Invoice #2933 from GS2 to NRA, April 23, 2015 (NYAG-STANFORD-00000071); Invoice #3061 from GS2 to NRA, May 25 2016 (NYAG-STANFORD-00000240); Invoice #3071 from GS2 to NRA, June 4, 2016 (NYAG-STANFORD-00000206); Invoice #3073 from GS2 to NRA, June 15, 2016 (NYAG-STANFORD-00000230); Invoice #3079 from GS2 to NRA, June 28, 2016 (NYAG-STANFORD-00000217); Invoice #3080 from GS2 to NRA, June 28, 2016 (NYAG-STANFORD-00000228); Invoice #3094 from GS2 to NRA, August 23, 2016 (NYAG-STANFORD-00000203); Invoice #3131 from GS2 to NRA, December 23, 2016 (NYAG-STANFORD-00000201); Invoice #3151 from GS2 to NRA, February 7, 2017 (NYAG-STANFORD-00000354); Invoice #3175 from GS2 to NRA, May 11, 2017 (NYAG-STANFORD-00000385); Invoice #3310 from GS2 to NRA, March 2, 2018 (NYAG-STANFORD-00000520).

⁴⁰¹ Deposition of Gayle Stanford, February 28, 2022, pgs. 196-197.

Policy.⁴⁰² This allowed for circumvention of financial controls designed to ensure larger amounts were reviewed and approved by other individuals in the organization.

295. My analysis of the accounts payable transactions and related invoices identified instances that are consistent with the notion of structuring or splitting larger transactions into smaller components to avoid scrutiny.⁴⁰³ Two examples of invoice splitting that I observed relate to a trip to Louisville, Kentucky in May 2016 and a trip to Dallas, Texas in May 2018.

296. On May 25, 2016, Stanford billed the NRA a total of \$216,711.82 for car services from May 16 through May 23 in Louisville. I observed the \$217k was split into five invoices, all of which are dated May 25, 2016 and all of which fall below the \$50,000 threshold. Ms. Supernaugh testified that "...to get GS2 paid in a timely fashion...it was suggested that if we break [an invoice] out into invoices under 50, it's easier to get it processed."⁴⁰⁴

297. There is an invoice dated June 4, 2016 for "Additional Car Charges" also related to the Louisville trip for \$30,250.00 making the total for car services (25 cars) as \$246,961.82. Only two of the 25 cars were identified with passenger names on the invoices to the NRA.⁴⁰⁵

TRAVEL CONSULTANT.8 - Stanford May 2016 Louisville Car Charges

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
5/25/2016	3061	May 16-23 Green, Red, Cherry, Pink, All Cars - As Directed	\$ 49,473
5/25/2016	3062	May 16-23 White, Gold, Maroon, Yellow, Ivory, Col North - As Directed	49,066
5/25/2016	3063	May 16-22 Blue, Brown, Violet, Grape - As Directed	49,304
5/25/2016	3064	May 16-22 Orange, Aqua, Beige - As Directed	43,802
5/25/2016	3065	May 17-22 Silver, Teal, Rose, Byrd - As Directed	25,067
Subtotal			\$ 216,712
6/4/2016	3071	May 16-23 Additional Car Charges	\$ 30,250
Total			\$ 246,962

⁴⁰² Deposition of Lisa Supernaugh, May 5, 2022, pg. 34.

⁴⁰³ As used in this report, the term structuring is not in reference to legal definition under banking laws, but rather as a plain language way of describing the splitting or grouping of transactions.

⁴⁰⁴ Deposition of Lisa Supernaugh, May 5, 2022, pgs. 242-243.

⁴⁰⁵ Invoice #3061 from GS2 to NRA, May 25, 2016 (NRA-NYAGCOMMDIV-00376880); Invoice #3062 from GS2 to NRA, May 25, 2016 (NRA-NYAGCOMMDIV-00376879); Invoice #3063 from GS2 to NRA, May 25, 2016 (NRA-NYAGCOMMDIV-00376878); Invoice #3064 from GS2 to NRA, May 25, 2016 (NRA-NYAGCOMMDIV-00376877); Invoice #3065 from GS2 to NRA, May 25, 2016 (NRA-NYAGCOMMDIV-00376876); Invoice #3071 from GS2 to NRA, June 4, 2016 (NRA-NYAGCOMMDIV-00376885).

298. On March 2, 2018, Stanford billed the NRA a total of \$171,426.49 for “May, 2018 Dallas Expenses”. The \$171,426 was split into four invoices, all of which are dated March 2, 2018 and contain the identical description. All four invoices fall below the \$50,000 threshold. I did not identify any documentary evidence to explain the nature of these expenses.⁴⁰⁶

TRAVEL CONSULTANT.9 - Stanford March 2018 Dallas Expenses

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
3/2/2018	3310	May 2018 Dallas Expenses	\$ 45,000
3/2/2018	3311	May 2018 Dallas Expenses	46,000
3/2/2018	3312	May 2018 Dallas Expenses	47,000
3/2/2018	3313	May 2018 Dallas Expenses	33,426
Total			\$ 171,426

e. Poor Documentation Supporting Award of Contracts

299. As described above, the NRA’s vendor relationship with Stanford was not documented and was not consistent with NRA policy. The lack of documentation is consistent with fraud risk indicators.

XIII. CONSULTING AGREEMENTS WITH FORMER EMPLOYEES

A. SUMMARY OF CONSULTING AGREEMENTS WITH FORMER EMPLOYEES

300. The NRA has entered into a number of arrangements with former employees upon retirement, and even termination, for “consulting” or other purported services. I have been asked by Counsel to analyze the factual record related to the consulting agreements with, and payments to, certain former employees against the backdrop of the relevant NRA policies, procedures, and internal controls, including the NRA Procurement Policy, and provide findings related thereto. These include agreements between the NRA and the following individuals:

- Former NRA Executive Director of General Operations, Robert K Weaver;
- Former NRA Foundation Executive Director, H. Wayne Sheets through HWS Consulting Inc.;

⁴⁰⁶ Invoice #3310 from GS2 to NRA, March 2, 2018 (NYAG-STANFORD-00000520); Invoice #3311 from GS2 to NRA, March 2, 2018 (NYAG-STANFORD-00000555); Invoice #3312 from GS2 to NRA, March 2, 2018 (NYAG-STANFORD-00000536); Invoice #3313 from GS2 to NRA, March 2, 2018 (NYAG-STANFORD-00000544).

- Former NRA Managing Director of Affinity and Licensing, Michel Marcellin through Lockton Affinity Group; and
- Former NRA Treasurer and CFO, Mr. Phillips through WHiP, LLC.

301. In addition to the analysis of the contractual relationship between the NRA and former employees, I performed an analysis of the NRA's payments to these former employees under the consulting agreements. As described in more detail below, I have reviewed the payments to assess compliance with NRA policies and to understand the timing, nature and amounts paid for by the NRA. I have noted findings from my analyses herein.

302. My analyses included tracing of invoices, if any existed, through the NRA's financial records, including the NRA general ledger and bank records. Additionally, I vouched any invoices against the consulting agreements. I further reviewed the IRS Form 990s and compared the information reported on those forms against the NRA's financial records.

303. In summary, I have found that most if not all of said arrangements between the NRA and the aforementioned former employees share one more of the following commonalities :

- Lack of approvals by all required individuals;
- Contract terms that lacked definition, including about the services to be provided and performance goals or metrics on which fees were purportedly based;
- Little to no oversight of, and lack of evidence to prove, the contracted services had been provided (*e.g.*, no deliverables or status reports);
- Lack of invoices and supporting documentation from payees in relation to payments made;
- In some cases, third-party entities related to, but not explicitly a party to, the arrangements received or made payments in connection with the arrangement; and
- Complex payment arrangements with no clear value to the construct of the arrangement.

304. Considered in totality, the record evidence reflected millions of dollars paid to former employees for consulting services that were undefined, not subject to applicable oversight and approval, and unsupported by evidence of services being provided.

**B. CONSULTING AGREEMENT WITH FORMER EXECUTIVE DIRECTOR
OF GENERAL OPERATIONS (ROBERT K. WEAVER)**

305. Robert Kyle Weaver (“Mr. Weaver”) served in the position of Executive Director of General Operations for ten years until October 2016 when he was terminated, and I understand escorted from NRA property.⁴⁰⁷ Soon after, on November 5, 2016, the NRA entered into an agreement with Mr. Weaver (“Weaver Agreement”) whereby the NRA would pay Mr. Weaver a total of \$1,830,000 over a period of two years for undefined “consulting services.”⁴⁰⁸

306. The terms of the Weaver Agreement provided for the NRA to pay Mr. Weaver 26 payments totaling \$1,830,000 from 2016 through 2019. The timing and amounts of each payment are as follows:⁴⁰⁹

- 1 payment of \$150,000 in 2016
- 12 payments of \$60,000 each (total of \$720,000) in 2017
- 12 payments of \$60,000 each (total of \$720,000) in 2018
- 1 payment of \$240,000 no later than January 31, 2019

307. Given the annual payments under the Weaver Agreement exceeded \$100,000, the NRA Procurement Policy required written approval from the appropriate Division Director, EVP, and Treasurer, as well as the NRA’s President and another Vice President.⁴¹⁰ In addition, contracts with recurring payments required approval of the NRA’s Office of General Counsel. I noted that the Weaver Agreement is signed only by the NRA Treasurer and CFO at the time, Mr. Phillips.⁴¹¹ I have not identified required evidence of the review and approval for the arrangement, including

⁴⁰⁷ Bankruptcy Trial, Wayne LaPierre Testimony, April 8, 2021 AM, pg. 44.

⁴⁰⁸ I note in my financial analysis below that there is evidence to support all payments were made to Mr. Weaver with the exception of the \$150,000 resulting in total payments of \$1,680,000 and not \$1,830,000. Weaver Agreement, November 2016 (NRA-NYAGCOMMDIV-00093893).

⁴⁰⁹ Weaver Agreement, November 2016 (NRA-NYAGCOMMDIV-00093893).

⁴¹⁰ Refer to Section **VIII.A. NRA’S POLICIES, PROCEDURES, AND INTERNAL CONTROL CONTRACT REVIEW POLICY** for further detail over the NRA Contract Review Policy

⁴¹¹ Weaver Agreement, November 2016, pg. 8 (NRA-NYAGCOMMDIV-00093893).

a contract signature review worksheet or business case analysis. This is striking given the arrangement committed the NRA to pay approximately \$1.8 million in just over a two-year period.

308. In addition, my analysis identified other attributes that call into question the underlying nature of the arrangement entirely, and whether it was given due consideration prior to signing. These included the following:

- The contract terms lack basic details such as a description of “consulting services” to be provided, deliverables, and outcome expected,⁴¹² from which the NRA would be able to use to evaluate whether Mr. Weaver was fulfilling the agreement for which he sought to be paid, and as required by the NRA Employment Policy on Independent Contractors.⁴¹³
- The Weaver Agreement indicates Mr. Weaver was compensated for “consulting services,”⁴¹⁴ but appears in form and substance to be a severance package. The ambiguousness of the agreement is further supported by testimony of EVP Mr. LaPierre and former CFO Mr. Spray, who both testified that they thought the payments to Weaver were part of a severance agreement.⁴¹⁵
- In my financial analysis discussed below, the NRA made payments on the agreement to RKW Consulting LLC and not to Mr. Weaver.⁴¹⁶ RKW Consulting LLC is not a party to the Weaver Agreement, and I have not seen any evidence of an amendment to add RKW Consulting LLC as party to the arrangement.

309. Given the testimony and form of the agreement indicate Mr. Weaver was paid for severance, and the magnitude of amounts paid, in my experience, I would expect some level of review and approval by senior human resources personnel and likely the Board of Directors, or an appropriate subcommittee with oversight for compensation. There is no evidence of such review or approval.

⁴¹² Weaver Agreement, November 2016 (NRA-NYAGCOMMDIV-00093893).

⁴¹³ The NRA’s Employment Policy on Independent Contractors requires the assignments to be “well defined in content, duration, and outcome.” NRA Employee Handbook, 2019, Independent Contractors, February 1, 2011 (NRA-NYAGCOMMDIV-00007666).

⁴¹⁴ Weaver Agreement, November 2016, pg. 1 (NRA-NYAGCOMMDIV-00093893).

⁴¹⁵ Deposition of Wayne LaPierre, In re NRA & Sea Girt, LLC, March 22, 2022, pgs. 90-91; Bankruptcy Trial, Craig Spray Testimony, April 13, 2021 PM, pg. 82.

⁴¹⁶ Given this entity name bears the initials of Mr. Weaver, it was presumably related to Mr. Weaver.

310. In my analysis of the financial payments under the Weaver Agreement, I noted Mr. Weaver did not provide invoices or supporting documents to the NRA evidencing consulting services were performed. To perform a financial analysis, in absence of invoices and supporting documentation, I used the details of the Weaver Agreement as a proxy for what amounts would have been invoiced and traced those amounts to the NRA general ledger and subsequent payment data.

311. My review of the NRA general ledger identified no transactions related to payments to Mr. Weaver posted to the accounts payable ledger. It is unclear why these payments do not show up in the NRA general ledger, but could indicate that invoices were paid by-passing the accounts payable ledger, through another accounting ledger, or alternatively the expenses were recorded as part of an accrual transaction.

312. However, I was able to vouch 25 of the 26 Weaver Agreement payments totaling approximately \$1.7 million to the ACH data, noting that these payments were made to RKW Consulting LLC, Weaver's consulting business.⁴¹⁷ See the table below for a summary of the ACH payments.

**CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.1 - Payments to RWK
Consulting, 2017-2019**

Year	Payments
2017	\$ 720,000
2018	720,000
2019	240,000
Total	\$ 1,680,000

313. I was not able to confirm the \$150,000 payment in 2016 based on the financial records available. I did note, however, that the \$150,000 does not appear on the NRA's IRS Form 990 for 2016.⁴¹⁸ Besides the unconfirmed \$150,000 payment in 2016, I was able to trace and agree the total annual payments to the NRA IRS Form 990 for the years 2017 through 2019, specifically,

⁴¹⁷ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁴¹⁸ NRA 2016 IRS Form 990 Schedule J.

Schedule J, Part II – Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees.⁴¹⁹

314. In summary, the NRA entered into this agreement committing the organization to pay \$1.8 million to a terminated employee for undefined consulting services without following the required review and approval processes from the NRA Procurement Policy. Furthermore, the NRA processed payments to Mr. Weaver without having invoices or underlying supporting documentation evidencing any services were provided, which is not in accordance with the NRA's Accounting Procedures and Guidelines.

**C. CONSULTING AGREEMENT WITH FORMER NRA FOUNDATION
EXECUTIVE DIRECTOR (WAYNE SHEETS THROUGH H.W.S.
CONSULTING INC.)**

315. Wayne Sheets is the former NRA Foundation Executive Director having retired from the NRA in 2008.⁴²⁰ H.W.S. Consulting, Inc. (“H.W.S.”) is Mr. Sheet's business entity through which the NRA paid Mr. Sheets approximately \$4.3 million for consulting services post-retirement.⁴²¹

316. H.W.S. held three contracts with the NRA. The first agreement (“Sheets First Agreement”) covered a five-year period beginning April 1, 2013 to provide fundraising services, in particular building relationships with major donors.⁴²² Under the Sheets First Agreement, H.W.S.'s principal consultant, Mr. Sheets, would be compensated at a price of \$30,000 per month and through an undefined annual “variable success fee” based on annual goals determined by the NRA and Mr. Sheets.⁴²³ The Sheets First Agreement is only signed by Mr. Phillips.⁴²⁴

317. Another agreement between the NRA and H.W.S., signed by then Treasurer and CFO, Mr. Phillips, and Secretary and General Counsel, Mr. Frazer, was effective beginning July 1, 2016 through April 1, 2018 (“Sheets Second Agreement”) and replaced the Sheets First Agreement for

⁴¹⁹ 2017 IRS Form 990 Schedule J; 2018 IRS Form 990 Schedule J; 2019 IRS Form 990 Schedule J. I noted the 2019 IRS Form 990 Schedule J contains the statement “taxable compensation of \$240,000 as year 4 of a 4 year severance agreement.” This statement is not included in the other Form 990s I reviewed.

⁴²⁰ Deposition of H. Wayne Sheets, June 26, 2020, pg. 18 (NYAG-00014014)

⁴²¹ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁴²² H.W.S. Consulting Agreement, April 1, 2013, pgs. 1, 3 (HWS-NYAG0318).

⁴²³ H.W.S. Consulting Agreement, April 1, 2013, pgs. 3-4 (HWS-NYAG0318).

⁴²⁴ H.W.S. Consulting Agreement, April 1, 2013, pg. 6 (HWS-NYAG0318).

the final two years.⁴²⁵ The price for the consulting services remained at \$30,000 per month, but the “variable success fee” was replaced with “enhanced compensation...if [Mr. Sheets] meets certain performance standards”.⁴²⁶ There is no definition or description of how this “enhanced compensation” would be calculated. I have not seen any documentation evidencing a description of the “performance standards” or a calculation of the “enhanced compensation”.

318. In the Sheets Second Agreement, there is an additional requirement for Mr. Sheets to provide quarterly status reports of his consulting activities.⁴²⁷ I have not seen any quarterly status reports from Mr. Sheets to suggest compliance with the Sheets Second Agreement.

319. Another agreement I reviewed (“Sheets Third Agreement”) was a contract extension to the Sheets Second Agreement extending the term to April 1, 2023 with the potential for an additional two-years.⁴²⁸ The document was signed by Treasurer and CFO, Mr. Philips, and EVP, Mr. LaPierre, in February 2018.⁴²⁹

320. Attached to the Sheets Third Agreement is an addendum dated December 18, 2018 that terminates the entire arrangement effective as of December 31, 2018. This document is not signed by Mr. Sheets and is signed only Mr. LaPierre and then-CFO Mr. Spray.⁴³⁰

321. In the absence of fully executed contracts addendum to the Sheets Third Agreement, and knowing that the NRA paid Mr. Sheets amounts in the years covered by these documents, I have summarized my findings with regards to the entirety of the three agreements and addendum (collectively “Sheets Agreements”).⁴³¹

322. Based on my analysis of the Sheets Agreements against the NRA Procurement Policy requirements, I observed the arrangements with Mr. Sheets did not comply with the NRA

⁴²⁵ H.W.S. Consulting Agreement, July 1, 2016, pgs. 3, 10 (HWS-NYAG0336).

⁴²⁶ H.W.S. Consulting Agreement, July 1, 2016, pg. 3 (HWS-NYAG0336).

⁴²⁷ H.W.S. Consulting Agreement, July 1, 2016, pg. 2 (HWS-NYAG0336).

⁴²⁸ Contract Extension to H.W.S. Consulting Agreement of July 1, 2016, February 15, 2018, pg. 1 (HWS-NYAG0368).

⁴²⁹ Contract Extension to H.W.S. Consulting Agreement of July 1, 2016, February 15, 2018, pg. 3 (HWS-NYAG0368).

⁴³⁰ H.W.S. Consulting Agreement, December 31, 2018, pg. 1 (HWS-NYAG0371).

⁴³¹ I have determined through my financial analysis described later in my report that the NRA paid Mr. Sheets amounts in each year from 2013 through 2018. There is one payment in 2019 for 2018 expense reimbursement.

Procurement Policy.⁴³² Given the annual payments under agreements exceeded \$100,000 per year, NRA Procurement Policy required written approval from the appropriate Division Director, EVP, and Treasurer, as well as the NRA's President and another Vice President. In addition, contracts with recurring payments required approval of the NRA's Office of General Counsel. I have not identified required evidence of the review and approval for the arrangement, including a contract signature review worksheet or business case analysis.

323. Notwithstanding the lack of documentation evidencing the review and approvals required, the actual contracts with Mr. Sheets were only signed by select NRA individuals, if at all. These included the following:

- The First Sheets Agreement is only signed by Treasurer and CFO Mr. Phillips.⁴³³
- The Second Sheets Agreement is signed only by Treasurer and CFO Mr. Phillips and Secretary and General Counsel Mr. Frazer.⁴³⁴
- The Third Sheets Agreement is signed only by EVP Mr. LaPierre and then Treasurer and CFO Mr. Philips.⁴³⁵
- The addendum to the Third Sheets Agreement is signed only by EVP Mr. LaPierre and then CFO Mr. Spray. This addendum terminated the arrangement.⁴³⁶

324. In addition, my analysis identified other attributes that call into question the underlying nature of the arrangement entirely, and whether it was given due consideration prior to signing. These included the following:

- Certain key terms of the Sheets Agreements are undefined, such as the variable portion of the remuneration for meeting goals and performance standards. In fact,

⁴³² Refer to the section **VIII.A. NRA'S POLICIES, PROCEDURES, AND INTERNAL CONTROL CONTRACT REVIEW POLICY** for further detail over the NRA Contract Review Policy. The NRA's Employment Policy on Independent Contractors requires the assignments to be "well defined in content, duration, and outcome." NRA Employee Handbook, 2019, Independent Contractors, February 1, 2011 (NRA-NYAGCOMMDIV-00007666).

⁴³³ H.W.S. Consulting Agreement, April 1, 2013, pg. 6 (HWS-NYAG0318).

⁴³⁴ H.W.S. Consulting Agreement, July 1, 2016, pg. 10 (HWS-NYAG0336).

⁴³⁵ Contract Extension to H.W.S. Consulting Agreement of July 1, 2016, February 15, 2018, pg. 3 (HWS-NYAG0368).

⁴³⁶ H.W.S. Consulting Agreement, December 31, 2018, pg. 1 (HWS-NYAG0371).

Mr. Sheets testified that his work for the NRA did not have any performance measures or quantifiable metrics.⁴³⁷

- There is no evidence that Mr. Sheets provided the required quarterly status reports to the NRA to evidence the services performed⁴³⁸.

325. I have also analyzed relevant financial information in order to understand the timing, amounts, and supporting information, if any, related to the payments to Mr. Sheets. I noted H.W.S. did not submit invoices supporting the request for payments and calculation of the variable portion of fees by H.W.S. This is supported by Mr. Sheets' testimony that he was unaware of how the variable fee portion of his contract was calculated or how his variable success fee was measured.⁴³⁹ In fact, he stated that he never submitted an invoice for his variable success fee and agreed that his position was not subject to quantifiable outcomes or any form of metrics.⁴⁴⁰

326. Additionally, with regards to the reimbursement of expenses allowed, submitted, and paid under the Sheets Agreements, Mr. Sheets testified that he did not submit receipts or supporting documents for these expenses.⁴⁴¹ NRA employee Ms. Rowling confirmed in a September 10, 2018 email to then CFO Mr. Spray that accepting expense reports from Mr. Sheets without back-up was against policy.⁴⁴²

327. The absence of invoices and details supporting calculation of the fees is supported by an email from Lisa Supernaugh, then Managing Director Executive Operations, to Mr. Sheets on October 1, 2018 stating: "Our policy has always been that even though you have a contract, you must submit and invoice for the monthly consulting fees. In the past, I have generated an invoice for HWS Consulting at the end of December each year, for each month of the upcoming year, as a courtesy for you." And further, "It is not good business practice for me to generate the invoice, and to meet compliance must be submitted by the Consultant."⁴⁴³

⁴³⁷ Examination of H. Wayne Sheets, June 26, 2020, pg. 211 (NYAG-00014014).

⁴³⁸ I did note copies of calendar pages showing dates of activity attached to some out-of-pocket expense reimbursement forms from Mr. Sheets; however the entries did not contain detail about the business purpose for an appointment, event or travel.

⁴³⁹ Examination of H. Wayne Sheets, June 26, 2020, pgs. 132, 134 (NYAG-00014014).

⁴⁴⁰ Examination of H. Wayne Sheets, June 26, 2020, pgs. 188, and 211 (NYAG-00014014).

⁴⁴¹ Examination of H. Wayne Sheets, June 26, 2020, pg. 149 (NYAG-00014014).

⁴⁴² Email from Sonya Rowling to Craig Spray, September 10, 2018 (NYAG-00014310)

⁴⁴³ Email from Lisa Supernaugh to Wayne Sheets, H.W.S. Expense Reporting & Invoicing, October 1, 2018 (HWS-NYAG0239).

328. Without any invoices detailing the monthly fee, variable fee, and reimbursable expenses, if any, I was unable confirm how exactly amounts paid to Mr. Sheets were determined. My analysis of ACH payments to HWS Consulting Inc. showed that from 2013 through 2019, Mr. Sheets was paid approximately \$4.3 million.⁴⁴⁴ I noted that the annual amounts in all years except 2019 exceeded the minimum amount called for in the contract (\$360,000, or 12 months of \$30,000 payments).⁴⁴⁵ This indicated that Mr. Sheets was paid additional amounts related to the undefined variable fee and/or reimbursable expenses. The following table is a summary of these payments by year:

**CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.2 - Payments to HWS
Consulting, 2013-2019**

Year	Payments
2013	\$ 418,713
2014	730,684
2015	824,644
2016	821,304
2017	977,393
2018	500,303
2019	8,831
Total	\$ 4,281,873

329. I further traced the ACH payment totals to the NRA's IRS Form 990s, specifically Schedule G Supplemental Information Regarding Fundraising and Gaming Activities. I noted that H.W.S. Consulting was not disclosed on Schedule G as a fundraising consultant until 2016, and the disclosure continues through 2018.⁴⁴⁶ Prior to 2016, Mr. Sheets was not listed as a highly compensated former employee on Form J, as I have seen for other former employee consultants.

330. H.W.S. Consulting is reported on Schedule G as having been paid \$685,000 in 2016, \$710,000 in 2017, \$360,000 in 2018.⁴⁴⁷ I noted differences when comparing the ACH payment totals to the reported amounts on the IRS Form 990s, see the table below. Based on my review of

⁴⁴⁴ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁴⁴⁵ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁴⁴⁶ NRA 2016 IRS Form 990 Schedule G; NRA 2017 IRS Form 990 Schedule G; NRA 2018 IRS Form 990 Schedule G.

⁴⁴⁷ NRA 2016 IRS Form 990 Schedule G; NRA 2017 IRS Form 990 Schedule G; NRA 2018 IRS Form 990 Schedule G.

the ACH payment detail and the “NRA Out of Pocket” expense forms from Mr. Sheets, these differences appear to be attributable to non-reportable items such as expense reimbursements.⁴⁴⁸

**CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.3 - Form 990 Payments
to HWS Consulting, 2013-2019**

Year	Payments	Form 990 Payments
2013	\$ 418,713	N/A
2014	730,684	N/A
2015	824,644	N/A
2016	821,304	\$ 685,000
2017	977,393	710,000
2018	500,303	360,000
2019	8,831	N/A
Total	\$ 4,281,873	\$ 1,755,000

331. In summary, the NRA entered into these agreements committing the organization to pay hundreds of thousands of dollars per year without following the required review and approval processes from the NRA Procurement Policy, and without a clear record of how variable compensation was determined and whether expenses were supported. Furthermore, at least in some instances, the record reflects that the NRA processed payments to Mr. Sheets without having invoices or underlying supporting documentation evidencing any services were provided, which is not in accordance with the NRA’s Accounting Procedures and Guidelines.

**D. CONSULTING AGREEMENT WITH FORMER NRA MANAGING
DIRECTOR OF AFFINITY AND LICENSING (MICHEL MARCELLIN
THROUGH LOCKTON AFFINITY LLC)**

332. Michel Marcellin is the former NRA Managing Director of Affinity and Licensing, having retired from the NRA on January 8, 2016.⁴⁴⁹ Mr. Marcellin was paid millions of dollars post-retirement in bonuses in recognition of his work with the NRA’s Affinity programs. Prior to

⁴⁴⁸ I noted that the expense forms from Mr. Sheets includes expenses made using the Corporate American Express and other forms of payment. The expense forms are accompanied by the American Express statements and at times Mr. Sheets’ bank statements, but no receipts with the details evidencing the expense or explanation of business purpose (except for some 2018 and 2019 expenses). In reviewing these expenses, I noted recurring expenses such as car lease and all expenses related to that car (e.g., gas, car wash, repairs) and travel related expenses such as airfare, hotel, and meals. I also saw many expenses for hunts, safaris, and hunting related activities. Other expenses that I noted are charges for Abbotts Candies (\$4k in one year), \$3k for “medical concierge network”, \$22,550 for a trophy license, and \$25,000 for “NRA ILA Support”.

⁴⁴⁹ NRA 2017 IRS Form 990, Part VII Section A; Marcellin Retirement (NRA-NYAG-00011175)

retirement, the NRA paid Mr. Marcellin a bonus and an equal size “employment longevity incentive” for at least 10 ten years of 1.5% times gross royalties due to the NRA from the Affinity Insurance Program and the Affinity Credit Card Program (less \$500k) each.⁴⁵⁰ Based on my read of the arrangement, the incentive payments were effectively a commission on royalty revenue due to the NRA from business it steered to members for program partners. The arrangement the NRA created with Mr. Marcellin essentially continued that bonus and employment longevity incentive at a similar rate (3% of gross affinity revenue) for five years after retirement⁴⁵¹, amounting to millions of dollars, in exchange for Mr. Marcellin having to provide little to no services.

333. As Managing Director, Mr. Marcellin was responsible for managing the relationship between the NRA and Lockton Affinity LLC (“Lockton Affinity”), an insurance company the NRA used to administer its Affinity Carry Guard insurance program.⁴⁵² I understand that the NRA Affinity programs provided membership with certain benefits through NRA licensed and established programs, such as insurance coverage. The post-retirement arrangement with Mr. Marcellin appears to have kept the relationship with Lockton Affinity alive as Mr. Marcellin then became a consultant to Lockton Affinity specifically to consult on the NRA program.⁴⁵³

334. This complex, conflicted arrangement was further complicated by the fact that certain amounts due to Mr. Marcellin under the agreement with the NRA were arranged by the NRA to be paid by Lockton Affinity through an opaque arrangement, which I explain further below.

335. Up until retirement, the NRA paid Mr. Marcellin the bonus and employment longevity incentive under several superseding agreements (2003, 2012 and 2014).⁴⁵⁴ The employment longevity incentive was in place to incentive Mr. Marcellin to remain as an employee with the NRA until February 1, 2015.⁴⁵⁵ This arrangement dates back to at least January 15, 2003.⁴⁵⁶ While

⁴⁵⁰ Marcellin Agreement, October 15, 2012, pg.1 (NRA-NYAG00011176); Marcellin Agreement, July 1, 2014, pg.1 (NRA-NYAG-00011170)

⁴⁵¹ Marcellin Agreement, October 15, 2012, pg.1 (NRA-NYAG00011176); Marcellin Agreement, July 1, 2014, pg.1 (NRA-NYAG-00011170)

⁴⁵² Plaintiff’s Second Amended Verified Complaint, May 2, 2022, pg. 91.

⁴⁵³ Marcellin Lockton Agreement, January 1, 2016 (NRA-NYAG-00020573).

⁴⁵⁴ The January 15, 2003 agreement was superseded with a version dated October 15, 2012 and signed by Mr. LaPierre and Mr. Phillips. Marcellin Agreement, October 15, 2012 (NRA-NYAG00011176); Marcellin Agreement, July 1, 2014 (NRA-NYAG-00011170).

⁴⁵⁵ Marcellin Agreement, October 15, 2012, pg. 1 (NRA-NYAG00011176); Marcellin Agreement, July 1, 2014, pg. 1 (NRA-NYAG-00011170).

⁴⁵⁶ The January 15, 2003 agreement was superseded with a version dated October 15, 2012 and signed by Mr. LaPierre and Mr. Phillips. Marcellin Agreement, October 15, 2012 (NRA-NYAG00011176).

the calculation of the bonus and employee longevity incentive remained largely untouched, it was the July 1, 2014 agreement with Mr. Marcellin, signed by then Treasurer and CFO Mr. Phillips, that added the payment arrangement with Lockton Affinity, and a curious addition regarding payment upon death or incapacitation.⁴⁵⁷

336. The July 1, 2014 version of the agreement acknowledges that Mr. Marcellin intended to consult for Lockton Affinity on the NRA Program post-retirement, signaling that Mr. Marcellin was actively engaged in conversation and negotiation with an existing vendor for two years prior to retiring from the NRA and for which he was receiving a bonus tied to that relationship.⁴⁵⁸

337. This version of the agreement also described how Mr. Marcellin would be paid his post-retirement longevity incentive directly by Lockton Affinity out of the royalties Lockton Affinity owed to the NRA, rather than directly by the NRA.⁴⁵⁹ I noted Lockton Affinity was not a signatory to the agreement.⁴⁶⁰ This arrangement had the effect of keeping the payments to Mr. Marcellin “off-books” of the NRA, meaning that even though the agreement to make payments was between Mr. Marcellin and the NRA, they were not recorded on the NRA’s books and records and were instead passed through Lockton, bypassing NRA internal controls over payments to vendors. This arrangement was acknowledged by Mr. Phillips’s testimony as follows:

“Well, there was – once [Mr. Marcellin] was retired, [the NRA] still had some obligations to him, which NRA was paying. And because most of his work had to do with the Lockton Insurance programs, we set it up so that [Lockton] would pay him as part of their – pay that on NRA’s behalf as part of their royalty to NRA.”⁴⁶¹

338. Further, the July 1, 2014 version added language that essentially guarantees these post-retirement longevity payments by agreeing to pay these amounts to Mr. Marcellin or his spouse in case of death or incapacitation.⁴⁶² Not only did the NRA’s senior executives commit to paying

⁴⁵⁷ Marcellin Agreement, July 1, 2014, pg. 2 (NRA-NYAG-00011170).

⁴⁵⁸ Marcellin Agreement, July 1, 2014, pg. 2 (NRA-NYAG-00011170).

⁴⁵⁹ “...NRA will reduce its royalty due from the NRA Endorsed Insurance Program by 4.5% monthly beginning at [Mr. Marcellin’s] retirement month and continuing for five years. The 4.5% reduction will be paid monthly to you by Lockton Affinity under your consulting arrangement with them. On a yearly basis there will be a calculation of the 3% due you under this Agreement with NRA and the 4.5% you have been paid under your arrangement with Lockton Affinity. If the calculation results in an amount due you or an amount due back to NRA the respective party will pay the amount due...” Marcellin Agreement, July 1, 2014, pg. 2 (NRA-NYAG-00011170).

⁴⁶⁰ Marcellin Agreement, July 1, 2014, pg. 3 (NRA-NYAG-00011170).

⁴⁶¹ Deposition of Wilson Phillips, October 18, 2021, pgs. 241 – 242.

⁴⁶² Marcellin Agreement, July 1, 2014, pg. 2 (NRA-NYAG-00011170).

Mr. Marcellin incentive bonuses based on a percentage of the royalties due from Lockton after his employment ended, but they guaranteed payments to his spouse would continue in the event of his death. It is unclear what the rationale for this could have been, particularly given the fact that the contract implies Mr. Marcellin's bonuses were in some way tethered to his consulting and relationship with Lockton.

339. At the time of retirement and for the subsequent two years, Mr. Marcellin received approximately one million dollars under the NRA agreement from Lockton Affinity⁴⁶³. The July 1, 2014 agreement was amended on January 26, 2018, which revised the payment terms to equal payments of \$43,000 each month for four years (February 2018 through January 2022).⁴⁶⁴⁴⁶⁵

340. Based on documents from NRA's independent audit firm at the time, the change in structure of the agreement to cease having the payments made through Lockton appears to have been due to concerns about the tax implications of the pass-through arrangement. In an internal email between individuals at the NRA's external accounting firm, RSM USA LLP ("RSM"), a tax specialist stated that the agreement "basically destroys any argument that NRA could have for nontaxability of such revenue [royalties]" and is "not a good agreement". The email goes on to say, "I think that [the NRA] got a lot bigger issues than trying to get out of NY State with this agreement alone....".⁴⁶⁶

341. The NRA's agreement with Mr. Marcellin ended in a dispute between the parties. Ultimately, the parties settled their dispute whereby the NRA agreed to pay Mr. Marcellin \$748,200.⁴⁶⁷

342. All told, excluding the Settlement Agreement payments, Mr. Marcellin was paid over \$2.6 million in post-retirement bonuses from the NRA.⁴⁶⁸

⁴⁶³ 2017 IRS Form 990 Schedule O – Supplemental Information; Marcellin Agreement, July 1, 2014, pg. 3 (NRA-NYAG-00011170).

⁴⁶⁴ Marcellin Agreement, January 26, 2018, pg. 1 (NRA-NYAG-00011174)

⁴⁶⁵ Second Amendment to the July 1, 2014 Agreement Between Marcellin and NRA, January 26, 2018 (NRA-NYAG-00027249).

⁴⁶⁶ Internal RSM Email, NRA Marcellin Agreement, November 21, 2017 (RSM-NYAG 0079914).

⁴⁶⁷ On January 8, 2020 the NRA and Mr. Marcellin entered into a Settlement Agreement, signed by NRA Secretary and General Counsel Mr. Frazer, whereby the NRA agreed to pay \$374,100 on or before January 15, 2020 and again on or before April 15, 2020. Marcellin Settlement Agreement and Release, January 8, 2020 (NRA-NYAGCOMMDIV-00092290).

⁴⁶⁸ See my financial analysis of the Marcellin Agreements below for more detail.

343. Based on my analysis of the Marcellin Agreements against the NRA Procurement Policy requirements, the arrangements with Mr. Marcellin did not comply with the NRA Procurement Policy.⁴⁶⁹ Given the annual payments under agreements exceeded \$100,000 per year, NRA Procurement Policy required written approval from the appropriate Division Director, EVP, and Treasurer, as well as the NRA's President and another Vice President. In addition, contracts with recurring payments required approval of the NRA's Office of General Counsel. I have not identified required evidence of the review and approval for the arrangement, including a contract signature review worksheet or business case analysis.

344. I noted that the Marcellin Agreements did not have written approval from all required parties, with only the signatures on the executed contracts evidencing approval by the Defendants as follows:

- The October 2012 Agreement was signed only by EVP Mr. LaPierre and then Treasurer and CFO Mr. Phillips.⁴⁷⁰
- The July 2014 Agreement was signed only by then Treasurer and CFO Mr. Phillips.⁴⁷¹

345. I find it puzzling that the terms of the NRA's agreement purport to commit Lockton Affinity to make the payments due to Mr. Marcellin on the NRA's behalf, yet Lockton Affinity is not a party to the agreement.⁴⁷² Furthermore, I noted that a consulting agreement between Mr. Marcellin and Lockton makes no mention of the aforementioned pass-through payment arrangement, and in fact, no mention of how Mr. Marcellin would be compensated at all.⁴⁷³

346. Because the arrangement required Lockton Affinity to pay Mr. Marcellin directly, my expectation was that there would be no payments to Mr. Marcellin to analyze during the two-year time period this arrangement was in effect (February 2016 – January 2018), unless there was a true-up, resulting in additional payment to Mr. Marcellin. My review of the NRA's general ledger

⁴⁶⁹ Refer to the section **VIII.A. NRA'S POLICIES, PROCEDURES, AND INTERNAL CONTROL CONTRACT REVIEW POLICY** for further detail over the NRA Contract Review Policy.

⁴⁷⁰ Marcellin Agreement, October 15, 2012 (NRA-NYAG00011176).

⁴⁷¹ Marcellin Agreement, July 1, 2014 (NRA-NYAG-00011170).

⁴⁷² Marcellin Agreement, October 15, 2012 (NRA-NYAG00011176); Marcellin Agreement, July 1, 2014 (NRA-NYAG-00011170).

⁴⁷³ I noted page 3 of the consulting agreement is missing and it is possible that the terms of payment are included on that page. Marcellin Consulting Services Agreement, January 1, 2016 (NRA-NYAG-00020573).

and ACH payments resulted in identifying only \$4k in payments in 2016 to Mr. Marcellin, likely expenses left over from Mr. Marcellin's employment.⁴⁷⁴

347. During this discreet period, I was able to identify the payments to Mr. Marcellin from Lockton Affinity through review of the NRA's IRS Form 990s. I identified in the 2017 IRS Form 990 Schedule O – Supplemental Information that Mr. Marcellin was paid \$522,426 in 2017 by Lockton Affinity.⁴⁷⁵ On the same Schedule O for 2017, the NRA reported that \$455,753 was paid to Mr. Marcellin in 2016, also by Lockton Affinity, and had been inadvertently excluded from the 2016 IRS Form 990.⁴⁷⁶ I reviewed an email dated March 17, 2017 from Lockton Affinity to Mr. Marcellin that confirmed a total of \$455,753 was paid to Mr. Marcellin by Lockton Affinity in 2016.⁴⁷⁷

348. I identified in total \$2.6 million in payments to Mr. Marcellin (directly and indirectly) related to the Marcellin Agreements. The following table outlines the payments and sources of payments to Mr. Marcellin from NRA ACH data and from Lockton Affinity according to the NRA IRS 990s:⁴⁷⁸

CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.4 - Payments to Michel Marcellin, 2016-2020

Year	Payments	Payments from Lockton Affinity (per Form 990)	Total Payments
2016	\$ 4,014	\$ 455,753	\$ 459,767
2017	N/A	522,426	522,426
2018	535,045	N/A	535,045
2019	344,000	N/A	344,000
2020	748,200	N/A	748,200
Total	\$ 1,631,259	\$ 978,179	\$ 2,609,438

⁴⁷⁴ Refer to **Table CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.4: Payments to Michel Marcellin, 2016-2020** for summary of payments to Mr. Marcellin.

⁴⁷⁵ NRA IRS Form 990, 2017, Schedule O.

⁴⁷⁶ NRA IRS Form 990, 2017, Schedule O.

⁴⁷⁷ Email From Lockton to Marcellin, March 17, 2017 (NRA-NYAGCOMMMDIV-00624603).

⁴⁷⁸ For the years 2016 through 2019, payments were sourced from the NRA Wells Fargo ACH detail. The \$748,200 payment in 2020 was noted from the NRA check register, reflecting two payments of \$374,100 each on January 14, 2020 and April 16, 2020 to the vendor "Marcellin, Michel E". Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627); NRA Check Register (NRA-NYAGCOMMMDIV-00128926); NRA Form 990 Return of Organization Exempt From Income Tax, 2017.

349. I further agreed the 2018 payment by the NRA of \$535,045 to the IRS Form 990 Schedule J for 2018.⁴⁷⁹ However, I noted no further reporting of compensation to Mr. Marcellin in the NRA's Form 990s for 2019 and 2020.⁴⁸⁰ I have not found evidence to explain the reason for non-reporting for 2019, but record evidence indicated the 2020 reporting was due to the dispute between the NRA and Mr. Marcellin that resulted in a Settlement Agreement.⁴⁸¹

350. In summary, the NRA entered into a series of agreements with Mr. Marcellin, bypassing NRA policies, for over \$2.6 million for recognition of his contribution to the Affinity Program and for consulting services while Mr. Marcellin simultaneously provided consulting services to Lockton Affinity related to the NRA Affinity Program.

351. The NRA paid Mr. Marcellin through a complex arrangement with Lockton Affinity. In my opinion, the payment arrangement was unnecessarily complex and seems to be an off-book arrangement for the NRA. By Lockton Affinity making payments to Mr. Marcellin out of funds (royalties) it owed to the NRA, this bypassed the NRA's Accounting Procedures and Guidelines requiring proper review of invoices and evidence of services provided and required approvals.

E. CONSULTING AGREEMENT WITH FORMER NRA TREASURER AND CFO (WILSON "WOODY" PHILLIPS JR. THROUGH WHIP LLC)

352. Mr. Phillips served as NRA Treasurer beginning in 1992 until his retirement in late 2018.⁴⁸² During his tenure at the NRA, Mr. Phillips also served in the role of CFO.⁴⁸³ The NRA paid Mr. Phillips \$170,692 post-retirement for unsupported consulting services.⁴⁸⁴

353. The NRA entered into an Independent Consulting Agreement with Mr. Phillips on May 5, 2018 ("Phillips Agreement") and effective December 31, 2018, to provide consulting services in

⁴⁷⁹ NRA IRS Form 990, 2018, Schedule J.

⁴⁸⁰ NRA IRS Form 990, 2019; NRA IRS Form 990, 2020.

⁴⁸¹ Marcellin Settlement Agreement and Release, January 8, 2020 (NRA-NYAGCOMMDIV-00092290).

⁴⁸² Deposition of Wilson Phillips, March 19, 2021, pg. 17. Further, I noted the NRA IRS Form 990 2019, Part VII, Section A has the date of September 13, 2018, while Mr. Phillips' deposition testimony on August 10, 2021, is not specific as to the date in late 2018. Deposition of Wilson Phillips, August 10, 2021, pg. 18.

⁴⁸³ Deposition of Wilson Phillips, March 19, 2021, pg. 71.

⁴⁸⁴ Refer to my financial analysis of Mr. Phillips' consulting agreement with the NRA below for more details. In that analysis, I noted Mr. Phillips submitted invoices under the name WHiP LLC, which is Mr. Phillips' consulting business and is not a party to the consulting agreement. Phillips Consulting Agreement, December 31, 2018 (NRA-NYAGCOMMDIV-00062732).

exchange for being compensated \$30,000 per month plus “reasonable and necessary expenditures.”⁴⁸⁵

354. The Phillips Agreement defined the “consulting services” to be provided as “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”.⁴⁸⁶ Further, Mr. Phillips services included coordinating “activities with the 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.”⁴⁸⁷

355. In my review of deposition testimony, I noted that the individuals purportedly responsible for coordinating Mr. Phillips activities (EVP, Treasurer and CFO, and Executive Director of Advancement) all testified that they did not have knowledge that any consulting services were performed by Mr. Phillips post-retirement:

- Mr. LaPierre, EVP, testified that he was not aware of an agreement with Mr. Phillips⁴⁸⁸ nor of any services performed in 2019.⁴⁸⁹
- Mr. Spray, then Treasurer and CFO, testified that Mr. Phillips did not perform any services for his department in 2019.⁴⁹⁰
- Mr. Schropp, then Executive Director of Advancement, testified that he did not recall Mr. Phillips providing any services to his department.⁴⁹¹

356. In addition to the lack of evidence to support that Mr. Phillips performed any services, my analysis indicated the Phillips Agreement was not established in accordance with the NRA Procurement Policy requirements.⁴⁹² NRA policy requires contracts over \$100,000 to obtain

⁴⁸⁵ Phillips Consulting Agreement, December 31, 2018, pgs. 7-12 (NRA-NYAGCOMMDIV-00062732). The Phillips Agreement also includes payment for office space at \$3,500 month.

⁴⁸⁶ Phillips Consulting Agreement, December 31, 2018, pg. 7 (NRA-NYAGCOMMDIV-00062732).

⁴⁸⁷ Phillips Consulting Agreement, December 31, 2018, pg. 7 (NRA-NYAGCOMMDIV-00062732).

⁴⁸⁸ Deposition of Wayne LaPierre, June 17, 2020, pgs. 150-152.

⁴⁸⁹ Deposition of Wayne LaPierre, March 22, 2021, pg. 90; Deposition of Wayne LaPierre, June 17, 2020, pg. 153.

⁴⁹⁰ Bankruptcy Trial, Craig Spray Testimony, April 13, 2021 PM, pg. 82.

⁴⁹¹ Deposition of Tyler Schropp, May 3, 2022, pg. 208.

⁴⁹² Refer to the section **VIII.A. NRA’S POLICIES, PROCEDURES, AND INTERNAL CONTROL CONTRACT REVIEW POLICY** for further detail over the NRA Contract Review Policy.

written approval from the appropriate Division Director, EVP, and Treasurer, as well as the NRA's President and another Vice President. In addition, contracts with recurring payments required approval of the NRA's Office of General Counsel.

357. I noted that the Phillips Agreement was signed only by then NRA President Pete Brownell, and then NRA Vice President Ms. Meadows.⁴⁹³ Mr. Phillips' agreement did not have written approval from all required parties, including the EVP, Treasurer, legal as evidenced on a contract signature review worksheet, nor was there a documented business case analysis.

358. My observations are further supported by a June 25, 2019 memo from Mr. Spray, then Treasurer to Mr. Frazer, General Counsel regarding the WHiP, LLC Contract in which Mr. Spray states: "The contract is for \$30,000 per month (plus expenses); and therefore exceeds the \$100,000 threshold requiring a business case analysis, legal review, approval by the Executive Vice President and Treasurer, and acknowledgement by the President and at least one vice-president. In the event of any renewal, these deficiencies should be corrected."⁴⁹⁴

359. I understand Mr. Spray's review of the contract was in connection with his efforts to understand and remediate vendor issues at the NRA. Mr. Spray concluded that given the contract was executed by Mr. Brownell, who had authority to "bind the corporation at the time" and one vice-president, that he viewed the contract as being valid and amounts owed paid.⁴⁹⁵ Presumably Mr. Spray was referring to the contract being legally enforceable, rather than properly approved in accordance with NRA policies given his aforementioned reference to "deficiencies" in contract processes.

360. Based on my review and analysis of invoices from WHiP LLC⁴⁹⁶, general ledger transactions and ACH payments, it appears that monthly fees were paid from February through June 2019 and office rent was paid for at least two months (April and May 2019), and the

⁴⁹³ Phillips Consulting Agreement, December 31, 2018, pgs. 11-12 (NRA-NYAGCOMMDIV-00062732).

⁴⁹⁴ Memo from Craig Spray to John Frazer, June 25, 2019, pg. 3 (NRA-NYAGCOMMDIV-00062734).

⁴⁹⁵ Memo from Craig Spray to John Frazer, June 25, 2019, pg. 3 (NRA-NYAGCOMMDIV-00062734).

⁴⁹⁶ WHiP LLC invoices to NRA (NYAG-00311941), (NYAG-00311944), (NYAG-00311924), (NYAG-00309486) (NYAG-0030485), (NYAG-00311925).

remaining balance of the payments to WHiP LLC are for reimbursement of expenses.⁴⁹⁷ See the table below for a summary of payments to WHiP LLC from February through June 2019.⁴⁹⁸

CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.5 - Payments to WHiP LLC (Wilson Phillips), February 2019-June 2019

Date	Payments
Feb-19	\$ 30,000
Mar-19	71,263
Apr-19	33,500
May-19	34,489
Jun-19	1,441
Total	\$ 170,692

361. In summary, the NRA entered into an agreement with Mr. Phillips which was not fully reviewed and approved by all required parties and has no evidence of performance. The Phillips Agreement was not compliant with established NRA procurement policies.

XIV. RELATED PARTY TRANSACTIONS WITH BOARD MEMBERS

A. SUMMARY OF RELATED PARTY TRANSACTIONS WITH BOARD MEMBERS

362. The NRA has entered into a number of related party transactions with members of its Board of Directors. These related party transactions were often structured in the form of consulting service arrangements, purportedly for activities such as fundraising, public speaking, outreach activities, and other services related to NRA initiatives.

363. I have been asked to analyze related party transactions with certain Board members as examples of these types of arrangements used by the NRA. My procedures focused on the NRA's arrangements with, and payments to, the following Board Members:⁴⁹⁹

- Dave Butz, Board Member, 2001 to 2019

⁴⁹⁷ Phillips Consulting Agreement, December 31, 2018, pgs. 1, 2, 4, 6 (NRA-NYAGCOMMDIV-00062732); Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁴⁹⁸ I noted one ACH transaction for \$988.61 on May 16, 2019 was not included in the general ledger.

⁴⁹⁹ The Second Amended Complaint refers to Dave Butz as "Board Member No. 1", Lance Olson as "Board Member No. 2", David Keene as "Board Member No. 3", Sandra Froman as "Board Member No. 4", and Marion Hammer as "Board Member No. 5". Plaintiff's Second Amended Verified Complaint, May 2, 2022, pg. 94 - 99.

- Lance Olson, Board Member, 2001 to 2020
- David Keene, Board Member, 2003 to Present
- Sandra Froman, Board Member, 2001 to Present
- Marion Hammer, Board Member, 2001 to Present⁵⁰⁰

364. Additionally, I have been asked by Counsel to analyze the factual record against the backdrop of the relevant NRA policies, procedures, and internal controls, including NRA bylaws relating to officer and director compensation, NRA Procurement and Contract Policies, and NRA policies on conflict of interest, such as the NRA Financial Disclosure Policy. Of particular relevance is Article V, Sec. 3 of the NRA bylaws, which states, “no Director or member of the Executive Council shall receive any salary or other private benefit until specifically authorized by resolution of the Board of Directors [or an authorized committee thereof].”⁵⁰¹

365. I have also analyzed whether the corresponding record evidence demonstrate conditions that are consistent with fraud risk indicators; in particular, those indicators relating to contract approval and disclosure of potential conflicts of interest. The results of my analysis are described within section.

366. In summary, I have found that most if not all of said arrangements between the NRA and the aforementioned board members share one more of the following commonalities:

- Arrangements did not have contracts or any written agreements, or payments are made prior to a written agreement that is approved by the NRA;
- Where agreements were in place, contracts were not approved by all required individuals;

⁵⁰⁰ The terms of Board Members are based on a review of NRA Reports of Committee on Elections, 2002 - 2016 (NRA-NYAG-00081062); NRA Form 990s, 2017 and 2018; and the NRA Board Election Results, 2019 – 2022 (available at www.americanriflesman.org). Note that the earliest available Board of Directors election results are from 2001; as such, these Board Members may have served on the Board prior to 2001.

⁵⁰¹ The NRA bylaws, as Amended September 10, 2016 and April 29, 2017, is the earliest version of bylaws in the record evidence that permits authorization of payment to directors by a resolution by the Board of Directors "**or an authorized committee thereof**" [emphasis added], pg. 13 (NRA-NYAG-00027663). Prior versions of NRA bylaws, such as NRA Bylaws - As Amended May 23, 2016, did not include such allowance for authorization by “an authorized committee thereof”, and instead limited authorization to **only** the **Board of Directors**; pg. 21 (NRA-NYAGCOMMDIV-00058169).

- Arrangements were not authorized by the Board of Directors (or authorized committee) in accordance with NRA bylaws for compensation to Board Members;
- Arrangements were not properly disclosed by Board Members to the Audit Committee as required by the NRA Financial Disclosure Policy.

B. CONSULTING ARRANGEMENTS WITH NRA BOARD MEMBER – DAVE BUTZ

367. Dave Butz (“Mr. Butz”) has been a member of the NRA Board of Directors beginning as early as May 2001.⁵⁰² From 2002 through 2019, the NRA entered into a series of consulting arrangements with Mr. Butz purportedly for services relating to fundraising, speaking engagements, and other services. The record evidence indicates that these consulting arrangements were executed via an initial consulting agreement in 2002 and subsequent agreements in 2016 and 2019.

368. Based on limited Wells Fargo ACH records for the NRA’s primary disbursement account, Mr. Butz was paid approximately \$897,000 from 2013 through 2020.⁵⁰³

RPT WITH BOD.1 – Payments to Mr. Butz

Year	Payments
2013	\$ 81,301
2014	160,191
2015	160,796
2016	159,811
2017	158,276
2018	103,584
2019	73,132
2020	341
Total	\$ 897,432

369. During December 2002, within one year of Mr. Butz’s election to the Board, the NRA entered into an agreement with Mr. Butz (“2002 Butz Agreement”) to serve as an independent

⁵⁰² NRA Reports of Committee on Elections, 2002 to 2016, pg. 43 (NRA-NYAG-00081062).

⁵⁰³ Wells Fargo ACH transactions, 2013 – 2020, for NRA account ending x8228 (NYAG-WF-01167627). See also Wells Fargo Business Records Declaration, July 1, 2020, pg. 1, (NYAG-WF-01168545). Note that ACH disbursement records prior to 2013 were not available in the record evidence. Further note that according to the limited general ledger data from 2015-2021, the outgoing payments to Mr. Butz amounted to at least approximately \$637,000.

contractor and provide consulting services to the NRA, including conducting fundraising activities and identifying and cultivating new or potential donors, amongst other services.⁵⁰⁴

370. According to the terms of the 2002 Butz Agreement, the NRA was obligated to pay Mr. Butz a monthly flat fee of \$12,500 beginning January 2003 through December 2003 for his services. The 2002 Butz Agreement would renew under the same conditions for one additional year through December 2004, unless terminated. There is no language in the 2002 Butz Agreement that states these terms would continue in perpetuity.

371. I have seen no evidence of a written agreement or authorization by the NRA to extend the terms of the 2002 Butz Agreement at any time during the eleven-year period beginning 2005 through the end of 2015. Further, I note that Mr. Butz continued to receive payments during this time, including payments of \$400,000 in the three years 2013 to 2015, alone⁵⁰⁵

372. A Memorandum of Understanding signed in December 2015 indicated that the NRA extended Mr. Butz's agreement through December 2016 ("2016 Butz Agreement").⁵⁰⁶ The terms of the 2016 Butz Agreement state that the parties "agree to extend the original agreement, dated December 9, 2002 and contract extensions annually (copies attached)" with certain modifications. The reference to "copies attached" within the terms of the 2016 Butz Agreement appears to imply that documentation evidencing the contract extensions existed during the interim period 2005 through 2015 (i.e., after the expiration of the 2002 Butz Agreement at the end of 2004, but before the 2016 Butz Agreement); however, there were no such copies of contract extensions attached to the 2016 Butz Agreement. As noted above, the available record evidence does not indicate that any such contract extensions were executed during the 2005 through 2015 period.

373. The term of the 2016 Butz Agreement expired December 2016, and the language does not include any provision indicating that the contract agreement would be extended in perpetuity. I have also seen no evidence of a written agreement or authorization by the NRA to extend the terms of the 2016 Butz Agreement at any time during the two-year period beginning 2017 through the

⁵⁰⁴ Butz 2002 Agreement, December 9, 2002, pgs. 4-12 (NRA-NYAG-00080136).

⁵⁰⁵ Wells Fargo ACH transactions, 2013 – 2020, for NRA account ending x8228 (NYAG-WF-01167627). See also Wells Fargo Business Records Declaration, July 1, 2020, pg. 1, (NYAG-WF-01168545). With respect to the years 2002 to 2013, I cannot confirm whether or not payments had been made to Mr. Butz, as the record evidence does not include payment records for that time.

⁵⁰⁶ Butz 2016 Agreement, December 1, 2015 (NRA-NYAG-00080136).

end of 2018. Further, I note that Mr. Butz continued to receive payments during this time, including payments of over \$260,000 from 2017 to 2018.

374. On March 22, 2019, the NRA entered into an agreement with Mr. Butz (“2019 Butz Agreement”)⁵⁰⁷ to serve as an independent contractor to perform various services including “speaking engagements, spokesperson projects, personal appearances, and firearms instruction,” amongst other services. According to the terms of the 2019 Butz Agreement, the NRA was obligated to pay Mr. Butz \$7,000 per day for his services and Mr. Butz would also be reimbursed for any reasonable expenses. The Audit Committee approved these compensation terms during a meeting on February 6, 2019.⁵⁰⁸

a. A. Analysis of Mr. Butz’s Arrangements Against NRA Policies and Agreement Requirements

375. The NRA bylaws at the time of the 2002 and 2016 Butz Agreement stated that, “no Director or member of the Executive Council shall receive any salary or other private benefit until specifically authorized by resolution of the Board of Directors”⁵⁰⁹ However, I have seen no evidence that the 2002 or the 2016 Butz Agreements were authorized by resolution of the Board of Directors nor by any authorized Board committee.⁵¹⁰ Similarly, I have seen no evidence of authorization by the Board of Directors (or authorized committee) for payments made to Mr. Butz

⁵⁰⁷ Butz 2019 Agreement, March 22, 2019 ((NRA-NYAGCOMMDIV-00977684)).

⁵⁰⁸ Minutes of the 2/6/2019 meeting of the NRA Audit Committee, which were formalized on 4/29/2019 (NRA-NYAGCOMMDIV-00865395-65409).

⁵⁰⁹ NRA Bylaws - As Amended May 23, 2016, pg. 13 (NRA-NYAGCOMMDIV-00058169).

⁵¹⁰ I have reviewed what appear to be draft Audit Committee minutes dated March 2016, three months after the execution of the 2016 Butz Agreement (NRA-NYAGCOMMDIV-01121013). The minutes state that the Audit Committee had “reviewed the disclosures filed with the Secretary’s Office” related to Mr. Butz’s contract with the NRA. However, this does not indicate that the Audit Committee pre-approved, or provided timely approval, of the 2016 Butz Agreement. Further, as per the NRA Bylaws - As Amended May 23, 2016, which were the bylaws that governed at the time of the 2016 Butz Agreement, payment to a Board Member requires that the “**Board of Directors**” [emphasis added] must authorize such arrangements with directors, pg. 13 (NRA-NYAGCOMMDIV-00058169). Only **after** the signing of the agreement were the NRA bylaws amended to permit authorization of payment to directors by a resolution by the Board of Directors “**or an authorized committee thereof**” [emphasis added], NRA Bylaws as Amended September 10, 2016 and April 29, 2017, pg. 13 (NRA-NYAG-00027663). As such, this would appear to indicate that the Audit Committee may not have had the authority to authorize the agreement, even if they had authorized it on a timely basis.

during the periods where it appears that no written agreements or extensions were in place, including 2005 through 2015, and 2017 through 2018.⁵¹¹

376. In addition to required Board authorization, NRA Procurement Policy required any arrangements involving the payment of over \$100,000 in any twelve-month period require approvals by the Division Director, EVP, and Treasurer, as well as the NRA's President and another Vice President. However, I noted that the 2002 Butz Agreement was only signed by the then Treasurer and CFO Mr. Phillips, and the 2016 Butz Agreement was only signed by Mr. Phillips and an unknown individual from the legal department.⁵¹²

377. The NRA Procurement Policy also requires a business case analysis for contracts exceeding \$100,000.⁵¹³ However, the record evidence does not include business case analyses for any agreements with Mr. Butz. Both the 2002 Butz Agreement, and by extension, the 2016 Butz Agreement, required Mr. Butz to provide the NRA monthly status reports that included details related to his services performed in the immediately preceding calendar month.⁵¹⁴ I have seen no evidence of any monthly status reports pursuant to the 2002 and 2016 Butz Agreements.

378. As described above, the record evidence appears to indicate that Mr. Butz an arrangement with the NRA during the eleven-year period 2005 to 2015 and two-year period 2017 to 2018.⁵¹⁵ However, the available record evidence does not indicate that any contracts or extensions were executed at any point during this time, nor were the arrangements (written or otherwise) authorized by the Board, Audit Committee, or officers, as required by NRA bylaws and NRA Procurement Policy.

⁵¹¹ The periods where Mr. Butz appeared to have a paid arrangement without an apparent written contract including: (1) the eleven-year period 2005 through the end of 2015, after the expiration of the 2002 Butz Agreement and before the 2016 Butz Agreement (with respect to 2002 to 2013, I cannot confirm whether or not payments had been made as the record evidence does not include payment records in that time); (2) the two-year period beginning 2017 through 2018, after the expiration of the 2016 Butz Agreement and before the 2019 Butz Agreement. Note that we have not seen any evidence that the agreements were extended during these years. However, even if there were record evidence - such as email correspondence or other informal communications - evidencing the extensions of the agreements, I still would have expected that the agreement(s) would be formalized via Board of Directors or Audit Committee resolutions, which they were not.

⁵¹² The Contract Review Signature Sheet for the 2016 Butz Agreement included a section "Signature required over \$100,000" with unfilled lines for the "President", "1st Vice President", and "2nd Vice President". None of these lines were completed or signed by these individuals (NRA-NYAG-00080136).

⁵¹³ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

⁵¹⁴ Butz 2002 Agreement, December 9, 2002, pgs. 4-12 (NRA-NYAG-00080136);

⁵¹⁵ With respect to the years 2002 to 2013, I cannot confirm whether or not payments had been made as the record evidence does not include payment records for that time.

C. CONSULTING ARRANGEMENTS WITH NRA BOARD MEMBER – LANCE OLSON

379. Lance Olson (“Mr. Olson”) has served as member of the Board of Directors for the NRA since as early as 2001 through 2020.⁵¹⁶ From 2010 through as late as 2019, the NRA had a consulting arrangement with Mr. Olson through a company called Iowa River Properties, purportedly for assistance with developmental activities with potential gifts of firearms and other services.⁵¹⁷ The consulting arrangement began in 2010, a signed consulting agreement was not executed until 2016.⁵¹⁸

380. The NRA produced limited general ledger data that begins in 2015 and extends through 2021. Based on our review of this general ledger data, we note that Mr. Olson was paid approximately \$645,000 from 2015 through 2019.⁵¹⁹

RPT WITH BOD.2 – Payments to Mr. Olson

Year	Payments
2015	\$ 166,042
2016	121,324
2017	203,058
2018	106,732
2019	48,023
Total	\$ 645,180

381. On January 9, 2016, the NRA executed an agreement with Iowa River Properties (“2016 Iowa River Properties Agreement”) to serve as an independent contractor and provide services to the NRA, including services “limited to developmental activities with potential gifts of firearms on behalf of NRA’s Office of Advancement and the National Firearms Museum.” Mr. Olson

⁵¹⁶ The terms of Board Members are based on a review of NRA Reports of Committee on Elections, 2002 - 2016 (NRA-NYAG-00081062); NRA Form 990s, 2017 and 2018; and the NRA Board Election Results, 2019 – 2022 (available at www.americanriflesman.org). Note that the earliest available Board of Directors election results are from 2001; as such, Mr. Olson may have served on the Board prior to 2001.

⁵¹⁷ NRA Agreement with Iowa River Properties, January 9, 2016 (NRA-NYAG-00022237). While the precise nature of Mr. Olson’s relationship with Iowa River Properties is not immediately clear from the record evidence, Mr. Olson disclosed the receipt of payments on his personal Financial Disclosure Questionnaire forms (NRA-NYAG-00002348, NRA-NYAG-00009482, NRA-NYAG-00007282 and NRA-NYAG-00005023).

⁵¹⁸ NRA Agreement with Iowa River Properties, signed January 6, 2016 (NRA-NYAG-00022237)

⁵¹⁹ Wells Fargo ACH transactions, 2013 – 2020, for NRA account ending x8228 (NYAG-WF-01167627). See also Wells Fargo Business Records Declaration, July 1, 2020, pg. 1, (NYAG-WF-01168545). Note that ACH disbursement records prior to 2013 were not available in the record evidence.

signed the agreement on behalf of Iowa River Properties. According to the terms of this agreement, the NRA was obligated to pay Iowa River Properties a monthly fee of \$7,500 beginning January 1, 2010 through December 31, 2010, and the contract term could be extended for additional terms upon mutual written agreement by both parties. Although the term of the agreement began in January 2010, it was not executed and signed until January 2016.⁵²⁰

a. Analysis of Mr. Olson Arrangements Against NRA Policies and Agreement Requirements

382. As described above, NRA bylaws applicable in 2016, stated that, “no Director or member of the Executive Council shall receive any salary or other private benefit until specifically authorized by resolution of the Board of Directors.”⁵²¹ However, I have seen no evidence that the 2016 Iowa River Properties Agreement received any authorization from the Board of Directors, nor any Board Committee, until a December 7, 2017 Audit Committee Meeting, almost eight years after the arrangement began, and almost two years after a written agreement was executed.⁵²²

383. As described earlier, the NRA Procurement Policy requires that any arrangements involving the payment of over \$100,000 in any twelve-month period required approvals by the Division Director, EVP, and Treasurer, as well as the NRA’s President and another Vice President. However, I noted that the 2016 Iowa River Properties Agreement was only signed by the then Treasurer and CFO Mr. Phillips.⁵²³ I have not seen evidence of separate contract signature review and approval documentation or a business case analysis required prior to the contract being executed, therefore, one can conclude that the contract was not authorized in accordance with the NRA’s Procurement Policy.

384. The record evidence suggests that the arrangement continued through at least 2019, as payments were being made by the NRA to Iowa River Properties through that time. However, I

⁵²⁰ NRA Agreement with Iowa River Properties, signed January 9, 2016 (NRA-NYAG-00022237)

⁵²¹ NRA Bylaws - As Amended May 23, 2016, pg. 13 (NRA-NYAGCOMMDIV-01327392). Note that

⁵²² The minutes of the December 7, 2017 Audit Committee meeting state “that the Committee finds that the transaction with NRA director Lance Olson for outreach to gun collectors is fair, reasonable, and in the best interest of the NRA” (NRA-NYAGCOMMDIV-01057438). Note also that at the time the 2016 Iowa River Properties Agreement was signed in January 2016, the governing NRA Bylaws - As Amended May 23, 2016, require that payment to a Board Member be authorized by the “**Board of Directors**” [emphasis added], pg. 13 (NRA-NYAGCOMMDIV-00058169). Only **after** the signing of the agreement were the NRA bylaws amended to permit authorization of payment to directors by a resolution by the Board of Directors “**or an authorized committee thereof**” [emphasis added]; NRA Bylaws as Amended September 10, 2016 and April 29, 2017, pg. 13 (NRA-NYAG-00027663). As such, this would appear to indicate that the Audit Committee may not have had the authority to authorize the agreement, even if they had authorized it on a timely basis.

⁵²³ NRA Agreement with Iowa River Properties, signed January 9, 2016 (NRA-NYAG-00022237)

have not seen any evidence of any written agreements or related review and approval documentation to extend the agreement.⁵²⁴

385. I reviewed Mr. Olson's Financial Disclosure Questionnaire forms applicable to calendar years 2015 through 2018. On these forms, Mr. Olson disclosed that he was paid \$7,500 per month by the NRA based on a consulting contract in these years.⁵²⁵ I have not seen Mr. Olson's Financial Disclosure form that would apply to calendar year 2019, and I note that the NRA's general ledger detail reflected total payments to Mr. Olson of approximately \$48,000 in 2019.⁵²⁶

D. CONSULTING ARRANGEMENTS WITH NRA BOARD MEMBER – DAVID KEENE

386. David Keene ("Mr. Keene") has been a member of the NRA Board of Directors since 2003. He served as the President of the NRA from 2011 to 2013.⁵²⁷ From as early as March 2017 through 2020, the NRA had a paid arrangement with Mr. Keene for him to perform services relating to public speaking and other consulting activities. The paid arrangement was comprised of public speaking appearances that began in March 2017, for which no written agreement(s) exist, and a separate written agreement executed in 2019 for public speaking and consulting services with a stated term of April 2019 through March 2020.⁵²⁸

387. Based on my review of the NRA's ACH records, Mr. Keene began receiving payments from the NRA as early as 2015, totaling approximately \$153,000 from 2015 through 2020.⁵²⁹

RPT WITH BOD.3 – Payments to Mr. Keene

⁵²⁴ Even if evidence existed that would indicate that the agreements had been extended (such as, for example, email correspondence or other informal communications), I still would have expected that the agreement(s) would be formalized via a Board of Director or Audit Committee resolutions. The record evidence indicated that they did not receive such authorization.

⁵²⁵ Financial Disclosure Questionnaire forms for 2016 through 2019. I noted these forms typically relate to the previous calendar year, so in this case from 2015 through 2018. (NRA-NYAG-00002348-2351, NRA-NYAG-00009482-9485, NRA-NYAG-00007282-7285 and NRA-NYAG-00005023-5026)

⁵²⁶ NRA General Ledger Details, 2015-2021 (NRA-NYAGCOMMDIV-01537374-01537379).

⁵²⁷ NRA Reports of Committee on Elections, 2002-2016 (NRA-NYAG-00081062).

⁵²⁸ Audit Committee Related Party Transaction Summary, December 2017 (NRA-NYAG-00014209); David Keene Consulting Agreement, April 1, 2019 (NRA-NYAGCOMMDIV-00976854).

⁵²⁹ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

Year	Payments
2015	\$ 1,299
2016	6,498
2017	33,423
2018	42,493
2019	57,592
2020	12,000
Total	\$ 153,305

388. According to a December 2017 Audit Committee summary of related party transactions, beginning March 2017, the NRA began paying Mr. Keene \$4,000 per month to make public speaking appearances (the “March 2017 Arrangement”).⁵³⁰ I have not seen evidence of any written agreement(s) between Mr. Keene and the NRA establishing the terms for these payments for services. Further, it appears that the arrangement had not been approved by the Audit Committee until December 7, 2017, approximately nine months after the arrangement began.⁵³¹ It also appears that the NRA paid Mr. Keene \$8,000 prior to the March 2017 Arrangement; however, I did not see any evidence of disclosure to or authorization by the Audit Committee, any written contract, or any other evidence that would explain the nature of these payments.⁵³²

389. During 2019, the NRA entered into a consulting agreement with Mr. Keene (“2019 Keene Agreement”) for consulting services consisting of public appearances, speeches, and advice or guidance to the NRA’s leadership. According to the terms of the 2019 Keene Agreement, the NRA was obligated to pay Mr. Keene a monthly fee of \$4,000 plus “reasonable out-of-pocket expenses”, beginning April 1, 2019 for one calendar year. However, the 2019 Keene Agreement was not signed by the NRA until six months later on September 30, 2019.⁵³³ The record evidence further

⁵³⁰ Audit Committee Related Party Transaction Summary, December 2017 (NRA-NYAG-00014209).

⁵³¹ Audit Committee Meeting Minutes, December 7, 2017 (NRA-NYAGCOMMDIV-01474781). The Audit Committee minutes state that, “the Committee finds the transaction with NRA director David Keene for public speaking appearances is fair, reasonable, and in the best interest of the NRA.”

⁵³² A total of approximately \$8,000 ACH payments were paid by the NRA to Mr. Keene between November 2015 and February 2017, prior to the March 2017 Arrangement. Further, the corresponding Secretary’s Reports to the Annual Meeting of Members for each of these years did not include any disclosures of payments to Mr. Keene as required by NRA bylaws. The record evidence is not clear whether these payments are indicative of a separately paid arrangement between the NRA and Mr. Keene prior to March 2017. Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627); Secretary’s Report to the Annual Meeting of Members, May 21, 2016 (NRA-NYAGCOMMDIV-00574373); Secretary’s Report to the Annual Meeting of Members, April 28, 2017 (NRA-NYAG-00007499).

⁵³³ David Keene Consulting Agreement, April 1, 2019 (NRA-NYAGCOMMDIV-00976854).

indicated that during the interim six-month period before September 30, 2019, approximately \$9,000 had been paid to Mr. Keene without a signed agreement.⁵³⁴

a. Analysis of Mr. Keene Arrangements Against NRA Policies and Agreement Requirements

390. As described above, the NRA's bylaws stated no officer, Director or member of the Executive Council shall receive any salary or private benefit unless specifically authorized by resolution of the Board of Directors.⁵³⁵ The ACH payment records indicate that Mr. Keene had been paid approximately \$8,000 during 2015 through 2016, and I have seen no evidence that would explain the nature of these payments or suggest there was Board authorization.

391. With respect to payments under the March 2017 Arrangement, I noted that the NRA began paying Mr. Keene for his services in March 2017, despite not receiving approval from the Audit Committee until December 2017. And, for the 2019 Keene Agreement, I noted that \$9,000 in payments had been made over a six-month period before the contract was ever signed.

392. The NRA Procurement Policy also required all contracts under \$50,000 to be approved by the Division Director or his/her staff designated with such authority.⁵³⁶ With respect to the 2017 Arrangement, I have not seen any such approvals, nor have I seen evidence of any written agreements whatsoever. As for the 2019 Keene Agreement, the agreement was not signed by the NRA until September 30, 2019, six months after the beginning of the contract term (April 1, 2019), and after \$9,000 had already been paid to Mr. Keene within that six-month period (April 1, 2019 to September 30, 2019).⁵³⁷

393. The Financial Disclosure Policy required all members of the Board and Executive Council to report financial interests with the Audit Committee.⁵³⁸ Mr. Keene was paid approximately

⁵³⁴ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁵³⁵ NRA Bylaws, as amended May 18, 2009 (NRA-NYAG-00027497); NRA Bylaws, as amended September 17, 2011, May 6, 2013 and September 13, 2014 (NRA-NYAG-00027551); NRA Bylaws, as amended September 15, 2012 (NRA-NYAG-00027524); NRA Bylaws, as amended January 10, 2015 and September 12, 2015 (NRA-NYAGCOMMDIV-00089381); NRA Bylaws, as amended January 9, 2016 (NRA-NYAG-00027606); NRA Bylaws, as amended May 23, 2016 (NRA-NYAGCOMMDIV-00058169).

⁵³⁶ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007872).

⁵³⁷ David Keene Consulting Agreement, April 1, 2019 (NRA-NYAGCOMMDIV-00976854); Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁵³⁸ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007 (NRA-NYAGCOMMDIV-00008897).

\$8,000 between 2015 through the end February 2017, prior to the March 2017 Arrangement.⁵³⁹ The available record evidence did not explain the nature of these payments, and Mr. Keene did not disclose these payments from the NRA within the Financial Disclosure forms for any of these years.⁵⁴⁰ With respect to 2018 through 2020, Mr. Keene did disclose monthly payments of \$4,000 in his Financial Disclosure forms. However, for 2021 and 2022, his disclosures only referenced the existence of a paid consulting arrangement and did not specify the nature of the arrangement or the payment amounts.⁵⁴¹

E. CONSULTING ARRANGEMENTS WITH NRA BOARD MEMBER – SANDRA FROMAN

394. Sandra Froman (“Ms. Froman”) has been a member of the NRA Board of Directors since as early as 2001.⁵⁴² The record evidence indicates that Ms. Froman, either individually or through her law firm, Sandra S. Froman, PLC (“Froman PLC”),⁵⁴³ had a paid arrangement with the NRA beginning as early as 2015 and extending through 2018. This arrangement was purportedly for services such as public speaking, outreach, and other activities.⁵⁴⁴ I have seen no evidence of a written executed agreement between the NRA and either Ms. Froman or Froman PLC for these services.

395. Based on limited Wells Fargo ACH records for the NRA’s primary disbursement account, Ms. Froman was paid approximately \$217,000 from 2013 through 2020.⁵⁴⁵

⁵³⁹ Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁵⁴⁰ Combined Disclosure of Financial Interest Questionnaire Responses, 2008-2016 (NRA-NYAGCOMMDIV-00880776); David Keene 2016 Financial Disclosure Questionnaire, January 16, 2016 (NRA-NYAG-00026713); David Keene 2017 Financial Disclosure Questionnaire, December 16, 2016 (NRA-NYAG-00002409).

⁵⁴¹ David Keene 2018 Financial Disclosure Questionnaire, December 7, 2017 (NRA-NYAG-00007115); David Keene 2019 Financial Disclosure Questionnaire, February 11, 2019 (NRA-NYAG-00002644); David Keene 2020 Financial Disclosure Questionnaire, December 28, 2019 (NRA-NYAGCOMMDIV-00081238); David Keene 2021 Financial Disclosure Questionnaire, January 7, 2021 (NRA-NYAGCOMMDIV-01535212); David Keene 2022 Financial Disclosure Questionnaire, January 15, 2022 (NRA-NYAGCOMMDIV-01535243).

⁵⁴² The terms of Board Members are based on a review of NRA Reports of Committee on Elections, 2002 - 2016 (NRA-NYAG-00081062); NRA Form 990s, 2017 and 2018; and the NRA Board Election Results, 2019 – 2022 (available at www.americanriflesman.org). Note that the earliest available Board of Directors election results are from 2001; as such, Ms. Froman may have served on the Board prior to 2001.

⁵⁴³ For the purpose of this Report, Ms. Froman and Froman PLC are considered alike and are referred to interchangeably herein.

⁵⁴⁴ NRA Report of the Secretary to the Annual Meetings of Members May 21, 2016 (NRA-NYAGCOMMDIV-01094759)

⁵⁴⁵ Wells Fargo ACH transactions, 2013 – 2020, for NRA account ending x8228 ACH (NYAG-WF-01167627). (See also Wells Fargo Business Records Declaration, July 1, 2020, pg. 1, NYAG-WF-01168545. Note that ACH disbursement records prior to 2013 were not available in the record evidence.

RPT WITH BOD.4 – Payments to Ms. Froman

Year	Payments
2013	\$ 29,316
2014	45,180
2015	44,127
2016	45,180
2017	39,680
2018	13,060
Total	\$ 216,545

396. Although Ms. Froman received payments since as early as 2013, the record evidence indicates that this arrangement was first disclosed to the Board in 2016 and that Ms. Froman's law firm received \$45,180 in 2015 from the NRA in support of her NRA public speaking and outreach activities.⁵⁴⁶ I have not seen any evidence indicating the Audit Committee's explicit approval nor acknowledgement of the 2013 and 2014 payments to Ms. Froman. Further, I have not seen any evidence that a written agreement existed for the paid arrangement(s) in 2013, 2014, or 2015.

397. Based on ACH payment records and other documentation, the paid arrangement for services appears to have continued into 2018.⁵⁴⁷ However, similar to the prior years, I have not seen any evidence indicating that a written agreement existed for the paid arrangement in 2016, 2017 and 2018.

398. While the arrangement between the NRA and Ms. Froman was disclosed in the Report of the Secretary to the Annual Meetings of Members in 2016 through 2019,⁵⁴⁸ Ms. Froman did not include this arrangement on her Financial Disclosure Questionnaire forms for any of these years.⁵⁴⁹

⁵⁴⁶ NRA Report of the Secretary to the Annual Meetings of Members May 21, 2016 (NRA-NYAGCOMMDIV-01094759) and Audit Committee – Summary of Related Party Transaction March 2016 (NRA-NYAG-00020635)

⁵⁴⁷ NRA Report of the Secretary to the Annual Meetings of Members May 21, 2016 (NRA-NYAGCOMMDIV-01094759), Minutes of the Annual Meetings of Members April 29, 2017 (NRA-NYAG-00007499), Minutes of the Annual Meetings of Members May 5, 2018 (NRA-NYAG-00007466), Report of the Secretary to the Annual Meeting of Members, April 27, 2019 (NRAB_00000455)–'

⁵⁴⁸ NRA Report of the Secretary to the Annual Meetings of Members May 21, 2016 (NRA-NYAGCOMMDIV-01094759), Minutes of the Annual Meetings of Members April 29, 2017 (NRA-NYAG-00007499), Minutes of the Annual Meetings of Members May 5, 2018 (NRA-NYAG-00007466), Report of the Secretary to the Annual Meeting of Members, April 27, 2019 (NRAB_00000455)

⁵⁴⁹ Financial Disclosure Questionnaire forms for 2016 through 2021. I noted these forms typically relate to the previous calendar year, so in this case from 2015 through 2020. (NRA-NYAG-00007123; NRA-NYAG-00002439; NRA-NYAG-00007137; NRA-NYAG-00007374; NRA-NYAGCOMMDIV-00080926; and NRA-NYAGCOMMDIV-00081079)

399. The paid arrangements appear to have ended in 2018, as indicated by Ms. Froman on subsequent financial disclosures forms.

a. Analysis of Ms. Froman Arrangements Against NRA Policies and Agreement Requirements

400. The NRA bylaws state that, “no Director or member of the Executive Council shall receive any salary or other private benefit until specifically authorized by resolution of the Board of Directors [or an authorized committee thereof].”⁵⁵⁰ It appears that payments to Ms. Froman were disclosed to the Annual Meetings of Members in May 2016, April 2017, May 2018 and April 2019.⁵⁵¹ I have not seen any evidence that the Board of Directors, or an authorized committee thereof, approved any salary or other private benefits to Ms. Froman prior to the Audit Committee Summary of Related Party Transaction dated March 2016. Moreover, which the payments may have been disclosed, there is no evidence of explicit approval by the Audit committee.⁵⁵² And according to ACH payment details, Ms. Froman received over \$100,000 from the NRA from 2013 to 2015.

401. The NRA Procurement Policy requires that all contracts under \$50,000 are to be approved by a Division Director or his/her staff designated with such authority.⁵⁵³ I have not seen any such approvals, nor have I seen evidence of any written agreements between Ms. Froman and the NRA for the payments she received and services she purportedly rendered between 2013 and 2018.

402. The Officer and Board of Directors Disclosure of Financial Interest Policy required all members of the Board and Executive Council to file a disclosure of financial interests with the Audit Committee.⁵⁵⁴ The record evidence indicates that Ms. Froman did not disclose the nature of her arrangement with or payments from the NRA within her financial disclosure questionnaires

⁵⁵⁰ The NRA Bylaws, as Amended September 10, 2016 and April 29, 2017, is the earliest version of bylaws in the record evidence that permits authorization of payment to directors by a resolution by the Board of Directors “**or an authorized committee thereof**” [emphasis added], pg. 13 (NRA-NYAG-00027663). Prior versions of NRA bylaws, such as NRA Bylaws - As Amended May 23, 2016, did not include such allowance for authorization by “an authorized committee thereof”, and instead limited authorization to **only the Board of Directors**; pg. 21 (NRA-NYAGCOMMDIV-00058169).

⁵⁵¹ NRA Report of the Secretary to the Annual Meetings of Members May 21, 2016 (NRA-NYAGCOMMDIV-01094759), Minutes of the Annual Meetings of Members April 29, 2017 (NRA-NYAG-00007499), Minutes of the Annual Meetings of Members May 5, 2018 (NRA-NYAG-00007466), Report of the Secretary to the Annual Meeting of Members, April 27, 2019 (NRAB_00000455)

⁵⁵² Audit Committee Related Party Transaction Review dated March 2016 (NRA-NYAGCOMMDIV-01121013)

⁵⁵³ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

⁵⁵⁴ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007 (NRA-NYAGCOMMDIV-00008897).

for the years 2016 through 2018. However, in Ms. Froman's disclosures for 2019 to 2021, Ms. Froman disclosed that her law firm received, until the fall of 2018, re-imbursements of office expenses (including rent, telephone, employee salary) incurred in connection with her speaking engagements on behalf of NRA.⁵⁵⁵

F. CONSULTING AGREEMENTS WITH NRA BOARD MEMBER – MARION HAMMER

403. Marion Hammer ("Ms. Hammer") has been a member of the NRA Board of Directors beginning as early as 2001.⁵⁵⁶ Ms. Hammer served as the Executive Director of the organization Unified Sportsmen of Florida, which conducts legislative lobbying for the NRA in the state of Florida.⁵⁵⁷

404. The record evidence indicated that Ms. Hammer was receiving payments from the NRA-ILA, from as early as 2004 through 2020, as well as payments from the NRA, from as early as 2015 through 2021.⁵⁵⁸ Although the record evidence was not clear across the relevant period, the payments generally appeared to relate to arrangement(s) between the NRA/NRA-ILA and Ms. Hammer for purported services related to advice and counsel on legislative initiatives, elections, and communication and media matters. Separately, Ms. Hammer also appeared to have requested a grant of funds by the NRA-ILA to the Unified Sportsmen of Florida, where she served as Executive Director.⁵⁵⁹

a. Summary of NRA-ILA Paid Arrangement with Ms. Hammer

⁵⁵⁵ Financial Disclosure Questionnaire forms for 2016 through 2021. I noted these forms typically relate to the previous calendar year, so in this case from 2015 through 2020. (NRA-NYAG-00007123; NRA-NYAG-00002439; NRA-NYAG-00007137; NRA-NYAG-00007374; NRA-NYAGCOMMDIV-00080926; and NRA-NYAGCOMMDIV-00081079)

⁵⁵⁶ NRA Reports of Committee on Elections, 2002-2016 (NRA-NYAG-00081062).

⁵⁵⁷ NRA-ILA State Assistance Grant Application, December 11, 2017 (NRA-NYAGCOMMDIV-01013252).

⁵⁵⁸ NRA-ILA 1099, 2002-2018 (NRA-NYAGCOMMDIV-00547149, NRA-NYAGCOMMDIV-00855109-00855112, NRA-NYAGCOMMDIV-00855114-00855125); NRA-ILA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01538467-01538489); NRA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01537374-01537380).

⁵⁵⁹ NRA-ILA State Assistance Grant Application, December 11, 2017 (NRA-NYAGCOMMDIV-01013251).

405. Based on NRA-ILA internal records of 1099 payees and NRA-ILA general ledger information produced, it appeared that the NRA-ILA had a paid arrangement with Ms. Hammer in the amount of \$50,000 per year beginning as early as 2004 and extending through 2021.⁵⁶⁰

406. With respect to the years 2004 through the end of 2019, I do not see any contemporaneous evidence that would explain the nature of the paid arrangement between Ms. Hammer and the NRA-ILA. I have not seen any written agreements between Ms. Hammer and the NRA-ILA that would appear to relate to the 2004 through 2019 payments. See below for a summary of payments by the NRA-ILA to Ms. Hammer.⁵⁶¹

RPT WITH BOD.5 – NRA-ILA Payments to Ms. Hammer

Year	Payments through NRA-ILA
2004	\$ 50,000
2005	50,000
2006	50,000
2007	50,000
2008	50,000
2009	50,000
2010	50,000
2011	50,000
2012	50,000
2013	50,000
2014	50,000
2015	50,000
2016	50,000
2017	50,000
2018	50,000
2019	37,500
2020	50,000
2021	50,000
Total	\$ 887,500

⁵⁶⁰ NRA-ILA 1099, 2002-2018 (NRA-NYAGCOMMDIV-00547149, NRA-NYAGCOMMDIV-00855109-00855112, NRA-NYAGCOMMDIV-00855114-00855125); NRA-ILA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01538467-01538489).

⁵⁶¹ Payments for the years 2004 through 2018 are based off of NRA-ILA internal records for 1099 payees, which covers the years 2002 through 2018. Payments for the years 2019 through 2021 are based off of the NRA-ILA general ledger details. For the year 2019, the general ledger details reflect three payments of \$12,500, totaling \$37,500, rather than the full annual payment of \$50,000. Note that the NRA-ILA general ledger data is limited in that it does not include complete transaction descriptions in all instances. NRA-ILA 1099, 2002-2018 (NRA-NYAGCOMMDIV-00547149, NRA-NYAGCOMMDIV-00855109-00855112, NRA-NYAGCOMMDIV-00855114-00855125); NRA-ILA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01538467-01538489).

407. Apart from the Form 1099 and general ledger details, the earliest document indicating any arrangement between Ms. Hammer and the NRA-ILA was a consulting agreement that was signed only by Ms. Hammer in December 2019 (“2020 Hammer Agreement”). According to the terms of the agreement, the NRA-ILA was obligated to pay Ms. Hammer \$50,000 annually for consulting services over a one-year term, January 1, 2020 through December 31, 2020. While the agreement was signed by Ms. Hammer in December 2019, it was not signed by any individuals from the NRA-ILA or the NRA.⁵⁶²

408. The 2020 Hammer Agreement only provided for a one-year term (January 1, 2020 through December 2020), and did not include any provision for automatic renewal. However, it appears that the NRA-ILA continued to pay Ms. Hammer after 2020, with payments totaling \$50,000 in 2021. Similar to the 2004 through 2019 period, I have not seen evidence of a written agreement or extension between the NRA or the NRA-ILA and Ms. Hammer for 2021. Moreover, the 2020 Agreement had never been signed by the NRA.⁵⁶³

b. Summary of NRA Paid Arrangement with Ms. Hammer

408. Based on limited general ledger data, which comprises years 2015 through 2021, it appears that Ms. Hammer received approximately \$1,331,000 from the NRA.⁵⁶⁴ These payments are separate from the aforementioned payments made through the NRA-ILA.

RPT WITH BOD.6 – NRA Payments to Ms. Hammer

Year	Payments
2015	\$ 122,000
2016	206,000
2017	134,000
2018	220,000
2019	220,000
2020	209,000
2021	220,000
Total	\$ 1,331,000

⁵⁶² Marion Hammer Consulting Agreement, January 1, 2020 (NRA-NYAGCOMMDIV-01013247).

⁵⁶³ Marion Hammer Consulting Agreement, December 4, 2019 (NRA-NYAGCOMMDIV-01042339).

⁵⁶⁴ The record evidence indicated that these NRA payments to Ms. Hammer are distinct and separate from the payments made by the NRA-ILA. NRA General Ledger Details, 2015-2021 (NRA-NYAGCOMMDIV-01537374-01537379).

409. While the NRA's general ledger data produced extends only as far back as 2015, documents indicate the NRA had a paid arrangement with Ms. Hammer as early as 2009. In email correspondence between Mr. Frazer and Ms. Rowling, Mr. Frazer requested Ms. Hammer's "consulting agreements" covering the years 2009 through 2013. Notably, Ms. Rowling responded that "we do not have 2009 or 2011" and attached in the email the "contract that covers 2012-2013".⁵⁶⁵

410. This contract ("Hammer 2012 Agreement") was a written agreement signed by Ms. Hammer and Mr. LaPierre in October 2011, with an effective date of January 1, 2012. The agreement obligated the NRA to pay Ms. Hammer \$72,000 annually for consulting services related to advice and counsel on legislative initiatives, elections, and communication and media matters.⁵⁶⁶ The contract provided a term of "January 1, 2012 through December 31, 2013", but also included language describing the term as "one year". It is unclear which time period is accurate.

411. The NRA and Ms. Hammer subsequently entered into another agreement effective January 1, 2015 through December 31, 2015 ("2015 Hammer Agreement"). The terms of the contract were similar to the Hammer 2012 Agreement, including a payment of \$72,000 annually for the same services outlined in the previous agreement. The 2015 Hammer Agreement was signed by both Ms. Hammer and Mr. LaPierre in October 2014.⁵⁶⁷

412. The record evidence included an Audit Committee Related Party Transaction review from March 2016, where the Secretary of the Board of Directors reported disclosures filed with the Secretary's Office. It was reported that the NRA was in contract with Ms. Hammer "through the NRA-affiliated Unified Sportsmen of Florida." The Committee found the contract to be "fair, reasonable, and in the best interest of the NRA."⁵⁶⁸

413. Although the NRA general ledger details indicated payments of \$206,000 to Ms. Hammer in 2016, I have not seen evidence of a contractual agreement between the NRA and Ms. Hammer for 2016. Further, the 2015 Hammer Agreement had a term end date of December 31, 2015, but specified the NRA may elect to renew the agreement by notifying Ms. Hammer in writing before

⁵⁶⁵ Frazer-Rowling Email, August 2019 (NRA-NYAGCOMMDIV-00877275).

⁵⁶⁶ Marion Hammer Agreement, October 18, 2011 (NRA-NYAGCOMMDIV-00877276).

⁵⁶⁷ Marion Hammer Agreement, October 31, 2014 (NRA-NYAG-00020736).

⁵⁶⁸ Audit Committee Related Party Transaction Review, March 2016 (NRA-NYAGCOMMDIV-01121013).

the expiration of the agreement.⁵⁶⁹ I have not seen evidence of such written statement establishing an extension or renewal of the 2015 Hammer Agreement into 2016.⁵⁷⁰

414. Per a December 2017 Audit Committee Related Party Transaction summary, the Audit Committee agreed to “keep payments at the same level as in 2017: \$134,000 to Ms. Hammer personally (\$50,000 from ILA and \$84,000 from the EVP’s budget) and \$216,000 paid by ILA to Unified Sportsmen of Florida.”⁵⁷¹ Minutes from the December 2017 Audit Committee Meeting stated the Committee found that “the transaction with NRA director Marion P. Hammer for legislative lobbying in Florida is fair, reasonable, and in the best interest of the NRA.”⁵⁷² Although the NRA general ledger details indicated payments of \$134,000 to Ms. Hammer in 2017, I have not seen evidence of a contractual agreement between the NRA and Ms. Hammer for 2017, nor have I seen evidence of a written statement extending or renewing the 2015 Hammer Agreement.⁵⁷³

415. The NRA and Ms. Hammer entered into a contracting agreement with a term beginning January 1, 2018 through December 31, 2019 (“2018 Hammer Agreement”).⁵⁷⁴ According to the terms of the agreement, the NRA was obligated to pay Ms. Hammer \$168,000 annually for the same services as defined in the 2015 Hammer Agreement. The 2018 Hammer Agreement was signed by both Ms. Hammer and Mr. LaPierre on behalf of the NRA in December 2017.⁵⁷⁵

416. In April 2018, the terms of the 2018 Hammer Agreement were amended to extend ten years, effective January 1, 2018 through December 31, 2028, with an increased annual compensation of \$220,000 (“Amended 2018 Hammer Agreement”). The Amended 2018 Hammer

⁵⁶⁹ Marion Hammer Contracting Agreement, January 1, 2015 (NRA-NYAG-00020736).

⁵⁷⁰ Even if evidence existed that would indicate that the agreement had been extended (such as, for example, email correspondence or other informal communications), I still would have expected that the agreement would be formalized via Board of Directors or Audit Committee resolution prior to payment. The record evidence indicated that they did not receive such authorization.

⁵⁷¹ Audit Committee Related Party Transaction Summary, December 2017 (NRA-NYAG-00014209).

⁵⁷² Audit Committee Meeting Minutes, December 7, 2017 (NRA-NYAGCOMMDIV-01474781).

⁵⁷³ Even if evidence existed that would indicate that the agreement had been extended (such as, for example, email correspondence or other informal communications), I still would have expected that the agreement would be formalized via Board of Directors or Audit Committee resolution prior to payment. The record evidence indicated that they did not receive such authorization.

⁵⁷⁴ The 2018 Hammer Agreement specified a term of January 1, 2018 through December 31, 2019; however, language within the agreement appears to have erroneously defined the term as “one year”. Marion Hammer Contracting Agreement, December, 2017 (NRA-NYAGCOMMDIV-00868024).

⁵⁷⁵ Marion Hammer Contracting Agreement, January 1, 2018 (NRA-NYAGCOMMDIV-00868024).

Agreement was signed by Ms. Hammer and Mr. LaPierre on behalf of the NRA in April 2018.⁵⁷⁶

I have not seen any evidence that would indicate authorization by the Board for the ten-year agreement extension.⁵⁷⁷

c. Summary of NRA-ILA Grant to Unified Sportsmen of Florida

417. Ms. Hammer, as the Executive Director of Unified Sportsmen of Florida, submitted an application for an assistance grant from the NRA-ILA. The grant requested \$18,000 per month from January 1, 2018 through December 31, 2023, totaling \$1,296,000. Per the application, the grant was for “basic ongoing permanent local office” described to be “an ongoing grant to maintain a full time office and staff...and all the necessary services to run a successful state lobbying operation.”⁵⁷⁸

418. It is not clear from the record evidence whether or not the NRA-ILA had ultimately made these payments under a grant to the Unified Sportsmen of Florida, as requested.⁵⁷⁹

d. Analysis of Ms. Hammer Agreements Against NRA Policies and Agreement Requirements

419. The NRA bylaws state that, “no Director or member of the Executive Council shall receive any salary or other private benefit until specifically authorized by resolution of the Board of Directors [or an authorized committee thereof].”⁵⁸⁰

⁵⁷⁶ The Amended 2018 Hammer Agreement was signed and approved by Wayne LaPierre on April 12, 2018. No other NRA individuals signed the agreement. Addendum to Marion Hammer Contracting Agreement, April, 2018 (NRA-NYAG-00027210).

⁵⁷⁷ Further note, in April 2019, the Secretary of the Board of Directors reported at the annual meeting of members that the NRA paid \$270,000 to Ms. Hammer in 2018 for “consulting services and legislative lobbying in Florida.” There was no acknowledgement of the ten-year agreement extension. Report of the Secretary to the Annual Meeting of Members, April 27, 2019 (NRAB-00000455).

⁵⁷⁸ NRA-ILA State Assistance Grant Application by Marion Hammer, December 11, 2017 (NRA-NYAGCOMMDIV-01013251).

⁵⁷⁹ As described above, the NRA-ILA general ledger has limitations with respect to transaction descriptions, such as payment recipient.

⁵⁸⁰ The NRA Bylaws, as Amended September 10, 2016 and April 29, 2017, is the earliest version of bylaws in the record evidence that permits authorization of payment to directors by a resolution by the Board of Directors “**or an authorized committee thereof**” [emphasis added], pg. 13 (NRA-NYAG-00027663). Prior versions of NRA bylaws, such as NRA Bylaws - As Amended May 23, 2016, did not include such allowance for authorization by “an authorized committee thereof”, and instead limited authorization to **only** the **Board of Directors**; pg. 21 (NRA-NYAGCOMMDIV-00058169).

- NRA-ILA: I have seen no evidence indicating Board authorization of the NRA-ILA's payments to Ms. Hammer over the 2004 to 2019 period, totaling \$787,500, or for 2021, totaling \$50,000.
- NRA: It appears that payments to Ms. Hammer were subsequently disclosed by the Secretary of the Board as part of the Annual Meeting of Members in March 2016, December 2017, and April 2019.⁵⁸¹ However, I have not seen any evidence that the Board approved payments to Ms. Hammer prior to the March 2016 Audit Committee meeting or for any services in 2019 or thereafter. In addition, Mr. LaPierre admitted in testimony that he did not follow NRA policy to obtain the Audit Committee's approval prior to executing both the original and amended 2018 Hammer Agreements.⁵⁸²

420. The NRA Procurement Policy required all contracts under \$50,000 to be approved by the Division Director or his/her staff designated with such authority. Further, the Procurement Policy required any arrangement involving payments over \$100,000 in any twelve-month period to be approved by the Division Director, EVP, and Treasurer, as well as the NRA's President and another VP.⁵⁸³

- NRA-ILA: I have not seen any such approvals, nor have I seen evidence of any written agreements, for payments to Ms. Hammer totaling \$787,500 for the years 2004 to 2019, and \$50,000 for 2021.
- NRA: The 2015 and 2018 Hammer Agreements, as well as the amended 2018 Hammer Agreement, were only signed by Mr. LaPierre, the EVP, who confirmed he did not follow NRA policy prior to executing both the original and amended 2018 Hammer Agreements.⁵⁸⁴ I have not seen evidence of approvals by the

⁵⁸¹ Audit Committee Related Party Transaction Review, March 2016 (NRA-NYAGCOMMDIV-01121013); Audit Committee Related Party Transaction Summary, December 2017 (NRA-NYAG-00013209); Report of the Secretary to the Annual Meeting of Members, April 27, 2019 (NRAB_00000455).

⁵⁸² Deposition Testimony of Wayne LaPierre, June 28, 2022, pgs. 417-422.

⁵⁸³ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

⁵⁸⁴ Marion Hammer Contracting Agreement, January 1, 2015 (NRA-NYAG-00020736); Marion Hammer Contracting Agreement, January 1, 2018 (NRA-NYAGCOMMDIV-00868024); Addendum to Marion Hammer Contracting Agreement, January 1, 2018 (NRA-NYAG-00027210); Deposition Testimony of Wayne LaPierre, June 28, 2022, pgs. 417-422.

Division Director, Treasurer, President and VP, as required by the NRA Procurement Policy.

421. The NRA Procurement Policy also required a business case analysis and contract review signature sheet for contracts exceeding \$100,000.⁵⁸⁵

- NRA-ILA: For the 2020 Hammer Agreement, a contract review signature sheet was prepared and signed by the Division Director, ILA Fiscal Director, and ILA Executive Director/Treasurer/Secretary or EVP. A business case analysis was not required because the contract was under the annual threshold of \$100,000.⁵⁸⁶
- NRA: The record evidence does not include either a business case analysis or a contract review signature sheet for any agreements over \$100,000 between the NRA and Ms. Hammer.
- Unified Sportsmen of Florida: The NRA-ILA state assistance grant application, filled out by Marion Hammer on behalf of Unified Sportsmen of Florida, was attached to an incomplete NRA-ILA contract review signature sheet and NRA-ILA contract business case analysis.⁵⁸⁷ I have seen no evidence that these required forms were completed.

422. The Officer and Board of Directors Disclosure of Financial Interest Policy required all members of the Board and Executive Council to file a disclosure of financial interests with the Audit Committee.⁵⁸⁸

- The record evidence indicated Ms. Hammer disclosed “consulting on legislative matters” as well as her employment with Unified Sportsmen of Florida, which “gets grants from ILA for performing legislative activities” for the years 2008, 2010, 2011, 2013 through 2017, and 2019 through 2021.⁵⁸⁹ I have seen no evidence of

⁵⁸⁵ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

⁵⁸⁶ Marion Hammer Consulting Agreement, January 1, 2020 (NRA-NYAGCOMMDIV-01013247).

⁵⁸⁷ NRA-ILA State Assistance Grant Application by Marion Hammer, December 11, 2017 (NRA-NYAGCOMMDIV-01013251).

⁵⁸⁸ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007 (NRA-NYAGCOMMDIV-00008897).

⁵⁸⁹ Combined Disclosure Responses, 2008-2016 (NRA-NYAGCOMMDIV-00880776); Marion Hammer 2017 Financial Disclosure Questionnaire, June 29, 2018 (NRA-NYAG-00009788); Marion Hammer 2019 Financial Disclosure Questionnaire, February 12, 2019 (NRA-NYAG-00005400); Marion Hammer 2020 Financial Disclosure

such disclosures from Ms. Hammer for the years 2004 through 2007, 2009, 2012, or 2018.⁵⁹⁰

- I have seen no evidence of Ms. Hammer disclosing the details required by the Financial Disclosure Questionnaire, such as the nature of the relationship (distinguishment between services for NRA vs NRA-ILA, for example) or the time periods and dollar amounts involved.
- Additionally, Ms. Hammer's disclosure of "consulting on legislative matters" for years prior to the 2015 Hammer Agreement further supports my observation that Ms. Hammer was performing services and receiving payments from the NRA and NRA-ILA without a contractual agreement in place.

XV. MCKENNA & ASSOCIATES

423. Since at least 2011, the NRA had a vendor relationship with McKenna and Associates ("McKenna").⁵⁹¹ According to the NRA's ACH records, McKenna was paid approximately \$10.8 million from 2013 through 2020.⁵⁹² The NRA's general ledger details indicate there were \$8.75 million in McKenna-related expenses from 2015 through 2020.⁵⁹³

A. SUMMARY OF CONTRACTS

a. Fundraising Consulting Contracts and Addendums

424. Based on the record evidence, the NRA paid McKenna at least \$1,880,000 related to fundraising efforts from August 2014 through 2019.⁵⁹⁴ McKenna would issue the NRA monthly invoices that included various fees and expenses, such as "consulting service fees" and other charges. Despite payments being made by the NRA to McKenna as early as August 2014, I did not observe any fully executed written agreements between the NRA and McKenna for these fundraising services until a contract that was executed in June 2016 (effective July 2016).

Questionnaire, January 29, 2020 (NRA-NYAGCOMMDIV-00081157); Marion Hammer 2021 Financial Disclosure Questionnaire, January 15, 2021 (NRA-NYAGCOMMDIV-01534974).

⁵⁹⁰ Combined disclosure responses received include the years 2008 through 2016. It is possible disclosures existed for prior years but were not included in the record evidence. Combined Disclosure Responses, 2008-2016 (NRA-NYAGCOMMDIV-00880776).

⁵⁹¹ NRA Invoices and Payments – Through July 2018 (MCKENNA_00003411).

⁵⁹² Wells Fargo ACH Records, 2013 through 2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁵⁹³ NRA General Ledger Details, 2015 through 2020 (NRA-NYAGCOMMDIV-01537374-01537379).

⁵⁹⁴ See Table **MCKENNA.4: Invoiced Fees by Category and Year**.

425. I reviewed a draft 2014 contract for McKenna's services with the NRA, redlined for purported 2016 services, that was never executed based on the record of evidence. This draft contract stated it was to "enhance fundraising efforts by providing prospect research, identification, targeting, and setting appointments.... to assist client in cultivation of major gifts".⁵⁹⁵ The contract stated McKenna will receive a monthly fee of \$40,000, and that the "fees and payment terms provided for in the Agreement may be modified from time to time by mutual agreement in writing".⁵⁹⁶ The 2014 draft contract provided for a twelve (12) month term beginning January 1, 2014 through December 31, 2014, with automatic renewals in twelve (12) month increments in perpetuity. The 2014 draft did not contemplate additional services.

426. An executed contract in June 2016 stated that McKenna will "enhance fundraising efforts by providing prospect research, identification, targeting, and setting appointments.... to assist client in cultivation of major gifts".⁵⁹⁷ It stated McKenna will be paid a "monthly fee in the amount of \$40,000" and that McKenna may "at the direction of Client, expend extra resources or engage in activities outside the contemplation of [the] Agreement".⁵⁹⁸ The fees and payment terms of the 2016 agreement "may be modified from time to time by mutual agreement in writing" and the "Client may make additional payments to Consultant in an amount mutually agreed to by Client and Consultant as compensation for additional work".⁵⁹⁹ The term of this agreement was for twelve (12) months from July 1, 2016 through June 30, 2017 with renewals in perpetuity in twelve (12) month increments.⁶⁰⁰

427. McKenna and the NRA executed an addendum to the 2016 contract in July 2017, decreasing the monthly fee to \$20,000 and amending the contract term to twelve (12) months from July 1, 2017 through June 30, 2018.⁶⁰¹ A second addendum was executed in January 2018, increasing the monthly fee to \$25,000 and amending the term to twelve (12) months from January 1, 2018 through December 31, 2018.⁶⁰² The scope of services was not amended in either addendum.

⁵⁹⁵ 2016 McKenna NRA Updated – 03 01 16 – redline, pg. 1 (MCKENNA_00000032).

⁵⁹⁶ 2016 McKenna NRA Updated – 03 01 16 – redline, pg. 3 (MCKENNA_00000032).

⁵⁹⁷ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 3 (MCKENNA_00000159).

⁵⁹⁸ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 5 (MCKENNA_00000159).

⁵⁹⁹ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 5 (MCKENNA_00000159).

⁶⁰⁰ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 5 (MCKENNA_00000159).

⁶⁰¹ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 2 (MCKENNA_00000159).

⁶⁰² NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 1 (MCKENNA_00000159).

428. In March 2019, McKenna and the NRA executed another agreement to “enhance fundraising efforts by providing prospect research, identification, targeting, and setting appointments.... to assist client in cultivation of major gifts”,⁶⁰³ the same services as the agreement beginning in 2016. The contract provided that McKenna would receive “a monthly fee in the amount of \$25,000” and that McKenna may “at the direction of Client, expend extra resources or engage in activities outside the contemplation of [the] Agreement”.⁶⁰⁴ The fees and payment terms of the 2019 agreement “may be modified from time to time by mutual agreement in writing” and the “Client may make additional payments to Consultant in an amount mutually agreed to by Client and Consultant as compensation for additional work. Such additional payments must be approved by Client in advance and in writing”.⁶⁰⁵ The term of this agreement was for twelve (12) months from January 1, 2019 through December 31, 2019 with renewals in perpetuity in twelve (12) month increments.⁶⁰⁶

429. I have not seen evidence of any other executed agreements or amendments related to fundraising services other than the contracts noted above.

b. Professional Services Consulting Agreement and Work Orders

430. In addition to fundraising consulting services, the record evidence indicated there were other services that the NRA paid McKenna for over the years. These other services were purportedly governed under master professional services consulting agreements and related work orders. However, I have seen no evidence that master professional services consulting agreements and work orders were ever fully executed between the NRA and McKenna. Despite having no fully executed agreements in place, the NRA paid McKenna at least \$8.75 million related to these consulting services from 2015 through 2020.⁶⁰⁷ Based on the record of evidence, I summarized the various draft agreements and work orders that I reviewed below.

431. An unsigned Professional Services Consulting Agreement (“PSA”) between McKenna and the NRA stated that McKenna may “provide services to Company pursuant to mutual agreement

⁶⁰³ McKenna Contract 2019, pg. 4 (MCKENNA_00006533).

⁶⁰⁴ McKenna Contract 2019, pg. 6 (MCKENNA_00006533).

⁶⁰⁵ McKenna Contract 2019, pg. 6 (MCKENNA_00006533).

⁶⁰⁶ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 5 (MCKENNA_00000159).

⁶⁰⁷ The NRA provided limited general ledger data consisting of expenses greater than \$1,000 from 2015 through 2021. NRA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01537374-01537380). Further, NRA ACH payment details reflected McKenna was paid approximately \$10.8 million from 2013 through 2020. Wells Fargo ACH Records, 2013 through 2020, for NRA account ending x8228 (NYAG-WF-01167627).

specified in future Service Work Orders.” This agreement was effective December 15, 2017 and was to continue in perpetuity. It also stated, “the specific Services and the specific times such Services are to be performed shall be mutually agreed upon by Consultant and a Company designee and be governed by a future Order(s)”. Furthermore, this agreement stated that McKenna would “be paid a fee at a rate and in the manner specified in each further Order for the Services.”⁶⁰⁸

432. The record evidence indicated that McKenna and the NRA continued to negotiate the terms of the Consulting Services PSA throughout 2018. Though the first version of the draft PSA appears to be from December 2017, a July 2018 email from McKenna employees indicates the master service agreement was still in legal review by both McKenna and the NRA.⁶⁰⁹ The record evidence included several draft versions of the PSA, including in January 2018 and January 2019.⁶¹⁰

433. As noted above, I have not seen evidence of a fully executed master professional consulting services agreement between McKenna and the NRA for these consulting services.

434. The record evidence indicated there were various draft work orders related to McKenna’s consulting services. As noted previously, according to the draft PSAs, work orders would stipulate the specific services, fees, and terms of McKenna’s consulting services for the NRA. I reviewed several different draft work orders, discussed further below.

Work Orders #6001 and #6003 – Ben-Hur Project

435. The record evidence contained various draft and unsigned versions of work orders that appear to relate to services McKenna provided relating to NRA banking and insurance relationships that later became known as Project Ben-Hur.⁶¹¹ I have seen no evidence indicating any of these work orders were fully executed by the NRA and McKenna.

⁶⁰⁸ NRA - McKenna - Master Agreement - 2018 - 12 22 17, pgs. 1-2 (MCKENNA_00000001).

⁶⁰⁹ Re: McKenna Ben Hur Work Order, pg. 1 (MCKENNA_00008894).

⁶¹⁰ McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00008072); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00013124); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00008781); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00008866); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00013114); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00008062); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00008812); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00003529); McKenna Professional Services Consulting Agreement, January 1, 2018 (MCKENNA_00000099); McKenna Professional Services Consulting Agreement, January 1, 2019 (MCKENNA_00003721).

⁶¹¹ Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pg. 49.

436. An unsigned version of Work Order #6001 stated McKenna was going to “help support the 2020 leadership objectives of the NRA” over a 24-month period and that “all services completed under this work order fall under the governance of the Professional Services Consulting Agreement... effective as of December 15, 2017 by and between Consultant and Company.”⁶¹² It further stated “initiatives will be aligned across six (6) areas; including growth, finance, information services, affinity and licensing programs, and, operations optimization” with a goal to position the NRA for the next 25 years.⁶¹³ The unsigned work orders described various other services related to this project.

437. The record evidence noted that the draft work orders were not consistent in terms of services and fees. There were eight different unsigned work orders titled “Work Order #6001” that had a start date on December 15, 2017. The fees for this arrangement varied between draft work orders. The table below reflects certain terms noted within some of these draft work orders.⁶¹⁴

MCKENNA.1 - Work Order #6001 December 15, 2017 Drafts – Terms and Fees

Start Date	End Date	Budget	Total Fees
12/15/2017	7/31/2018	Retainer: January to March \$160,000/month, April to July \$210,000/month December 2017: 1/2 month \$80,000	\$ 1,400,000
12/15/2017	12/31/2018	Retainer: \$125,000/month Finance Subcontractor: \$35,000/month	\$ 1,920,000
12/15/2017	12/31/2018	Retainer: Q1 \$160,000/month, Q2 to Q4 \$210,000/month December 2017: 1/2 month \$35,000	\$ 2,450,000
12/15/2017	12/31/2018	Retainer: Q1 \$125,000/month, Q2 to Q4 \$175,000/month Finance Subcontractor: \$35,000/month CoS Support Personnel: \$15,000/month for 9 months CFO Support Personnel: \$15,000/month for 9 months	\$ 2,640,000
12/15/2017	12/31/2018	Retainer: Q1 \$125,000/month, Q2 to Q4 \$175,000/month Finance Subcontractor: \$35,000/month	\$ 2,640,000

438. The record evidence included additional draft work orders titled “Work Order #6001” in October and November 2018. Once again, the record evidence noted that the draft work orders

⁶¹² McKenna Work Order #6001, December 15, 2017, pg. 1 (MCKENNA_00000010).

⁶¹³ McKenna Work Order #6001, December 15, 2017, pg. 1 (MCKENNA_00000010).

⁶¹⁴ McKenna Work Order #6001, December 15, 2017 (MCKENNA_00000010); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00000015); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00008170); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00004597); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00009374); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00000107); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00010085); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00013502).

were not consistent in terms of services and fees. I listed some of the payment terms that were noted within these draft work orders in the table below.⁶¹⁵

MCKENNA.2 - Work Order #6001 October 1, 2018 Drafts – Terms and Fees

Start Date	End Date	Budget	Total Fees
10/1/2018	3/30/2019	Management Retainer: TBD	TBD
10/1/2018	3/30/2019	Management Retainer: \$160,000/month	\$ 960,000
10/1/2018	9/30/2019	Management Retainer: \$250,000/month	\$ 3,000,000
11/1/2018	4/30/2019	Management Retainer: \$200,000/month	\$ 1,200,000

439. There was another work order that appeared to relate to Project Ben-Hur that was referred to as “Work Order #6003.” The record evidence included eight draft versions for work order #6003, and each of these work orders noted the contract began on July 1, 2018 and ended on December 31, 2018.⁶¹⁶ There was another draft work order that had a slightly different contract period, indicating the work order started on August 1, 2018 and ended on December 31, 2018.⁶¹⁷

440. Work order #6003 appeared to be an extension of work order #6001. This work order included services related to “initiatives aligned across six (6) areas, including growth, finance, information services, affinity and licensing programs, and operations optimization and innovation.”⁶¹⁸ The majority of the draft work orders required the NRA to pay McKenna a

⁶¹⁵ One of the draft work orders included a header for Work Order #6002, but I have included it with Work Order #6001, as it related to services completed under Project Ben-Hur. The record evidence included five draft work orders with the same \$200,000 per month payment terms. McKenna Work Order #6001, October 1, 2018 (MCKENNA_00003803); McKenna Work Order #6001, October 1, 2018 (MCKENNA_00003809); McKenna Work Order #6001, October 1, 2018 (MCKENNA_00003813); McKenna Work Order #6001, October 1, 2018 (MCKENNA_00003817); McKenna Work Order #6001, November 1, 2018 (MCKENNA_00006716); McKenna Work Order #6001, November 1, 2018 (MCKENNA_00003413); McKenna Work Order #6001, November 1, 2018 (MCKENNA_00007169); McKenna Work Order #6002, October 1, 2018 (MCKENNA_00000112).

⁶¹⁶ McKenna Work Order #6003, July 1, 2018 (MCKENNA_00000023); McKenna Work Order #6003, July 1, 2018 (MCKENNA_00013149); McKenna Work Order #6003, July 1, 2018 (MCKENNA_00000132); McKenna Work Order #6003, July 1, 2018 (MCKENNA_00013155); McKenna Work Order #6003, July 1, 2018 (MCKENNA_00000127); McKenna Work Order #6003, July 1, 2018 (MCKENNA_00008796); McKenna Work Order #6003, July 1, 2018 (MCKENNA_00008791); McKenna Work Order #6003, July 1, 2018 (MCKENNA_00008860).

⁶¹⁷ This version of Work Order #6003 has a date of July 31, 2017. However, based on the terms stated on the contract and dates of the other draft submissions, I believe this date should be July 31, 2018. McKenna Work Order #6003, July 31, 2017 (MCKENNA_00000123).

⁶¹⁸ McKenna Work Order #6003, July 1, 2018 (MCKENNA_00000023).

monthly management retainer fee of \$250,000 from July 2018 through December 2018 for a total of \$1,500,000.⁶¹⁹

441. As noted above, I have seen no evidence that any of these work orders related to Project Ben-Hur were fully executed and approved by personnel from McKenna or the NRA.

Work Order #6002 – LookingGlass

442. Based on my understanding, LookingGlass is a cyber security firm that was engaged by McKenna to assist with one of the NRA’s cyber security related projects.

443. The record evidence contained various draft and unsigned work orders between McKenna and the NRA related to a cyber security program project. I have seen no evidence indicating any of these work orders were fully executed by the NRA and McKenna.

444. Based on my review of the draft work orders and respective invoices, I have identified that McKenna invoiced the NRA for services related to these draft work orders, despite the work orders’ lack of finalization and ratification.

445. There were three draft versions of Work Order #6002 dated June 1, 2018 and two draft versions dated July 1, 2018, all which contained a start date of July 1, 2018 and an end date of June 30, 2020.⁶²⁰ All of these draft work orders stated the services “fall under the governance of the Professional Services Agreement effective as of December 15, 2017.” According to these draft work orders, McKenna was being retained by the NRA to “manage a cyber security program executed by LookingGlass Cyber Solutions and select subcontractors.”⁶²¹

446. The scope of the services and budget varied between the various draft work orders. See the table below for certain terms noted within these work orders.⁶²²

MCKENNA.3 - Work Order #6002 Drafts – Services and Fees

⁶¹⁹ McKenna Work Order #6003, July 1, 2018 (MCKENNA_00000023).

⁶²⁰ McKenna Work Order #6002, June 1, 2018 (MCKENNA_00000114); McKenna Work Order #6002, June 1, 2018 (MCKENNA_00008930); McKenna Work Order #6002, June 1, 2018 (MCKENNA_00008936); McKenna Work Order #6002, July 1, 2018 (MCKENNA_00000017); McKenna Work Order #6002, July 1, 2018 (MCKENNA_00000118). There was a work order referenced for #6002 which relates to the Ben-Hur project. As such, I did not include it in this section, (MCKENNA_00000112).

⁶²¹ McKenna Work Order #6002, June 1, 2018 (MCKENNA_00008936).

⁶²² McKenna Work Order #6002, June 1, 2018 (MCKENNA_00000114); McKenna Work Order #6002, July 1, 2018 (MCKENNA_00000017); McKenna Work Order #6002, July 1, 2018 (MCKENNA_00000118).

Date of Work Order	Start Date	End Date	Services for Program	Budget (7/1/2018-6/30/2019)	Budget (7/1/2019-6/30/2020)
6/1/2018	7/1/2018	6/30/2020	Internal security solutions, external intelligence solutions, testing and validation	No budget included	No budget included
7/1/2018	7/1/2018	6/30/2020	Internal security solutions, external intelligence solutions, testing and valuation, insider threat assessment (ACME subcontractor) and additional testing/pentesting (Scythe subcontractor)	\$ 2,072,460	\$ 1,498,900
7/1/2018	7/1/2018	6/30/2020	Internal security solutions, external intelligence solutions, testing and validation	\$ 678,600	\$ 655,200

447. As noted above, no work orders related to this project appear to have been fully executed and approved by personnel from McKenna or the NRA.

c. McKenna Agreements with Spectre Holdings LLC/Colleen Gallagher

448. Colleen Gallagher (“Gallagher”), Mr. Powell’s wife, was hired as an independent contractor by McKenna through Spectre Holdings LLC (“Spectre”) on December 15, 2017.⁶²³ According to Spectre’s Operating Agreement, the LLC was established on November 24, 2015 with Ms. Gallagher and Mr. Powell listed as Managers.⁶²⁴ On December 15, 2017, the same day that Ms. Gallagher was hired as an independent contractor for McKenna, Spectre’s Operating Agreement was modified to elect Ms. Gallagher as the sole Manager, removing Mr. Powell from the Operating Agreement.⁶²⁵ On January 1, 2019, Ms. Gallagher became a full-time employee at McKenna.⁶²⁶

449. McKenna and the NRA had been doing business together for several years prior. According to an email from Squire Patton Boggs, McKenna’s attorneys, dated October 1, 2018, Ms. Gallagher was hired as a 1099 subcontractor and worked on a wide variety of national projects. The email noted that “McKenna has worked for the NRA on a variety of projects for over seven years” and that “Colleen is not a project leader for the NRA account nor was McKenna’s continued engagement with the NRA in any way contingent upon working with Colleen.”⁶²⁷ However, according to both Mr. Philips’ and Mr. Powell’s deposition testimonies, Ms. Gallagher worked on matters related to the McKenna-NRA relationship and spent a “significant amount of her first year

⁶²³ Spectre - McK Assoc Professional Consulting Services - Fully Executed, pgs. 1-9 (MCKENNA_00000250).

⁶²⁴ Spectre Operating Agreement, November 24, 2015, pg. 22 (JP-0016546).

⁶²⁵ Spectre Operating Agreement Amendment, December 15, 2017 (JP-0002560).

⁶²⁶ Gallagher Offer Letter - Fully Executed - 12 28 18 (MCKENNA_00000028).

⁶²⁷ Fw: Follow-up Inquiries re: McKenna & Associates, Pg. 1 (MCKENNA_00013959).

at McKenna working on NRA-specific matters.”⁶²⁸ Further, the main issue with this arrangement appears to be the delay in the disclosure of this relationship by Mr. Powell.

450. McKenna and Spectre executed a professional consulting services agreement where Spectre was engaged to act “as an independent consultant to render certain professional services” related to McKenna’s business. The agreement was signed by Andrew McKenna, President of McKenna, and Ms. Gallagher of Spectre on December 15, 2017 (also the effective date of the agreement).⁶²⁹ The agreement was to continue in perpetuity, unless terminated earlier in accordance with the provisions of the agreement. The agreement did not specifically reference the NRA.

451. The professional services consulting agreement between McKenna and Spectre noted that services would be provided “pursuant to mutual agreement specified in future Service Work Order(s)”.⁶³⁰ A work order between McKenna and Spectre, referred to as Work Order #3001, was executed on December 15, 2017. According to this work order, Spectre would assist on client matters for McKenna, such as strategic, finance, and accounting consulting, review of client business practices and relationships, analyses of client materials, financials, and accounting practices, as well as, assisting McKenna with research and analysis. This work order noted services would start on December 15, 2017, and would end only upon written notice. Furthermore, Spectre was to be paid a monthly retainer of \$30,000 for services.⁶³¹ The work order did not specifically reference the NRA.

452. As noted above, Ms. Gallagher was offered a full-time position as Senior Advisor at McKenna approximately one year later. The offer letter of employment dated December 28, 2018 stated her “primary responsibilities will be to manage and grow the Company’s general consulting business and other Company objectives as needed.” Her compensation included a salary of \$250,000, performance bonuses and other benefits. Ms. Gallagher signed and accepted this offer on January 1, 2019 (the same date as her employment start date with McKenna).⁶³²

⁶²⁸ Deposition of Joshua Powell, June 9, 2022, pg. 234; Deposition of Wilson Phillips, August 11, 2021, pg. 299.

⁶²⁹ Spectre - McK Assoc Professional Consulting Services - Fully Executed, pgs. 1 and 9 (MCKENNA_00000250).

⁶³⁰ Spectre - McK Assoc Professional Consulting Services - Fully Executed, pgs. 1-2 (MCKENNA_00000250).

⁶³¹ Spectre - McK Assoc Work Order 3001 - Fully Executed, pg. 1 (MCKENNA_00000259).

⁶³² Gallagher Offer Letter - Fully Executed - 12 28 18, pg. 4 (MCKENNA_00000028).

B. ANALYSIS OF MCKENNA INVOICES AND FINANCIAL HISTORY

453. As noted previously, according to the NRA's ACH records, McKenna was paid approximately \$10.8 million from 2013 through 2020.⁶³³ The NRA's general ledger details indicated there were \$8.75 million in McKenna related expenses from 2015 through 2020.⁶³⁴

454. Based on my review of various invoices and the NRA's general ledger details, McKenna was paid consulting service fees, research service fees and various other fees and expenses. The record evidence included numerous invoices from McKenna to the NRA, suggesting McKenna would typically provide the NRA invoices on a monthly basis. These invoices included numerous charges of various types related to purported services and expenses by McKenna. The invoices did not clearly link each charge to a specific project, NRA agreement, or work order. The fees McKenna invoiced under the executed written Fundraising agreement with the NRA appear to represent a fraction of the fees paid by the NRA.⁶³⁵ I quantified these charges based on my review of the invoice details related to McKenna over time and summarized them in the table below.⁶³⁶

MCKENNA.4 - Invoiced Fees by Category and Year

⁶³³ Wells Fargo ACH Records, 2013 through 2020, for NRA account ending x8228 (NYAG-WF-01167627).

⁶³⁴ NRA General Ledger Details, 2015 through 2020 (NRA-NYAGCOMMDIV-01537374-01537379).

⁶³⁵ Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pg. 50.

⁶³⁶ Invoice 6095 was submitted in April 2019 for services performed in January, February, and March 2019, including expense costs totaling \$46,914.90; a second version of invoice 6095 was submitted in August 2019 for services performed in January, February, and March 2019, excluding the expense charges. I removed the \$75,000 fundraising fee for the April 2019 version of invoice 6095, as it appears this fee was re-invoiced in August 2019. The "Legal Fees" category of charges noted within the invoice details relate to various legal fees, including Copilevitz & Canter Legal Fees, Fox Law Group Expenses, Holtzman Vogel Josefiak Torchinsky PLLC Correspondence, Legal Service, and Squire Patton Boggs Legal Fees. The "Flight Fees" category of charges noted within the invoice details includes Flight Fees, Inflight Wifi, and Bag Fees. The "Other Charges" category of charges noted within the invoice details relate to various special projects, a research project related to Mr. Powell, and costs for events and other expenses that were less than \$50,000 individually. I combined these costs into one line item.

Category	Year							Total Fees
	2013	2014	2015	2016	2017	2018	2019	
Ben-Hur Project	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 2,610,000	\$ -	\$ 2,690,000
Monthly Research Fees	-	250,000	687,500	750,000	562,492	-	-	2,249,992
Monthly Fundraising Service Fees	-	160,000	440,000	480,000	300,000	300,000	200,000	1,880,000
Looking Glass Service Fees	-	-	-	-	-	1,174,128	33,638	1,207,765
Bonus Compensation	-	550,625	-	-	-	-	-	550,625
Legal Fees	-	-	-	1,399	12,182	378,442	49,413	441,435
Subcontractor	-	-	-	275,000	-	-	-	275,000
Other Charges	-	9,677	75,939	33,230	63,098	70,214	3,640	255,797
Cybersecurity Contractor	-	-	-	-	-	250,000	-	250,000
Consulting Project	-	-	-	250,000	-	-	-	250,000
Flight Fees	-	8,719	29,389	29,952	48,292	93,642	10,341	220,336
Hotel Fees	-	3,431	18,886	30,457	19,691	25,626	39,983	138,074
Research Project	99,000	-	-	-	-	-	-	99,000
Fundraising Fees	-	-	-	8	-	-	80,485	80,493
Meals	-	4,053	12,873	13,425	18,586	18,975	3,732	71,644
Total Fees	\$ 99,000	\$986,505	\$1,264,586	\$1,863,472	\$1,104,341	\$4,921,027	\$421,231	\$10,660,162

C. ANALYSIS OF MCKENNA CONTRACTS AGAINST NRA POLICIES

a. Summary of Allegations from the Second Amended Complaint

455. According to the Second Amended Complaint, invoices for several consultants included in the EVP Consulting Budget were processed and paid for several years without written contracts in place or access to contracts, if they existed. EVP Office consultants who were regularly paid without written contracts included McKenna.⁶³⁷ The Second Amended Complaint noted that the NRA engaged McKenna to perform the services contemplated by Project Ben-Hur without entering into a written contract or obtaining written approval or acknowledgement in advance from the NRA President or Vice Presidents and further stated that most of the services McKenna performed for the NRA (and the fees that it charged) were based on oral agreements entered into by Mr. LaPierre, Mr. Phillips, and Mr. Powell.⁶³⁸

456. The Second Amended Complaint also included allegations related to conflict of interest issues concerning Mr. Powell's wife and her employment at McKenna. It stated that after Mr. Powell became an NRA executive, his wife was employed by McKenna. On December 15, 2017, McKenna hired Mr. Powell's wife as an independent contractor to assist with the project. After

⁶³⁷ NRA First Amended Verified Answer to the Amended and Supplemental Complaint and Counterclaims, April 15, 2022, pgs. 54-55.

⁶³⁸ Plaintiff's Second Amended Verified Complaint, May 2, 2022, pg. 67-68.

McKenna hired Ms. Gallagher in December 2017, McKenna's services and fees to the NRA appear to have substantially increased in comparison to years prior.⁶³⁹

457. Mr. Powell, who negotiated McKenna's scope of services along with Mr. LaPierre and Mr. Phillips⁶⁴⁰, authorized a contractual amendment to increase McKenna's monthly retainer for donor cultivation from \$20,000 to \$25,000 per month for 2018. That written amendment was signed by Mr. Phillips and Mr. Powell in January 2018.⁶⁴¹ The amendment was not signed by the NRA President, First Vice President, or Second Vice President.⁶⁴² Prior to signing the amendment, Mr. Powell did not disclose the conflict of interest posed by his wife's work for McKenna to the NRA Audit Committee. While NRA officers and board members are required by NRA policy to disclose conflicts of interest on at least an annual basis, Mr. Powell did not submit a completed Financial Disclosure Questionnaire for the years of 2017 and 2018 until September 6, 2018.⁶⁴³ Additionally, Mr. Powell supervised McKenna's consulting services in the time period after McKenna hired his wife as a subcontractor.⁶⁴⁴

458. Even though, according to McKenna's attorneys, Mr. Powell's wife worked on McKenna client accounts apart from the NRA, her monthly consulting fee of \$30,000 appears to have been passed through in its entirety to the NRA, with a \$5,000 markup for McKenna, beginning around January 2018 through approximately December 2018.⁶⁴⁵ The terms of the consulting fees appears to have been negotiated by Mr. Powell and Andrew McKenna on or before February 28, 2018.⁶⁴⁶

b. Analysis of Fundraising and Consulting Contracts Against NRA Policies

459. I have been asked by Counsel to analyze the factual record related to arrangements with McKenna against the backdrop of the relevant NRA policies, procedures, and internal controls, including the NRA Procurement Policy, Contract Review Policy, Financial Disclosure Questionnaire, and Conflict of Interest and Related Party Transaction Policy, and provide opinions as to whether the NRA and relevant individuals adhere to internal policies. My findings are

⁶³⁹ See Table **MCKENNA.4: Invoiced Fees by Category and Year** for a comparison of the fees invoiced in 2018 versus other years of McKenna's vendor relationship with the NRA.

⁶⁴⁰ Deposition of Joshua Powell, June 9, 2022, pg. 263; Deposition of Wayne LaPierre, April 8, 2021, pg. 33.

⁶⁴¹ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 1 (MCKENNA_00000159).

⁶⁴² Deposition of Joshua Powell, June 9, 2022, pgs. 254-255.

⁶⁴³ NRA Financial Disclosure Questionnaire of Joshua Powell, September 6, 2018 (NRA-NYAG-00022328).

⁶⁴⁴ Deposition of Wayne LaPierre, June 17, 2020, pg. 359.

⁶⁴⁵ Plaintiff's Second Amended Verified Complaint, May 2, 2022, pg. 68.

⁶⁴⁶ FW: McKenna Contract, February 28, 2018 (MCKENNA_00008160).

documented below. I have also been asked to provide opinions as to whether the record evidence related to the McKenna arrangements present fraud risk indicators, which are discussed in section XVII below.

460. Based on my analysis of the McKenna Agreements against the NRA Procurement Policy requirements, I observed the arrangements with McKenna did not comply with the NRA Procurement Policy. Given the annual payments under agreements exceeded \$100,000 per year, NRA Procurement Policy required written approval from the appropriate Division Director, EVP, and Treasurer, as well as the NRA's President and another Vice President. In addition, contracts with recurring payments required approval of the NRA's Office of General Counsel.⁶⁴⁷ I have not identified required evidence of the review and approval for the arrangement, including a contract signature review worksheet or business case analysis.

461. As noted above, the NRA operated and paid fees to McKenna for services for several years for fundraising consulting and other services, even though contracts did not exist or there was not a fully executed contract at the time payments were being made.

- **Fundraising Consulting Services** - The record evidence noted the NRA paid McKenna at least \$840,000 related to fundraising efforts from August 2014 through June 2016, demonstrated in the table below.⁶⁴⁸ Based on the record evidence, the first executed contract was effective beginning in July 2016.⁶⁴⁹

⁶⁴⁷ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

⁶⁴⁸ McKenna & Associates Invoices (MCKENNA_00000188, MCKENNA_00000191, MCKENNA_00000193, MCKENNA_00000196, MCKENNA_00000197, MCKENNA_00000235, MCKENNA_00000237, MCKENNA_00000239, MCKENNA_00000241, MCKENNA_00000243, MCKENNA_00000246, MCKENNA_00000247, MCKENNA_00000249, MCKENNA_00000286, MCKENNA_00000288, MCKENNA_00000290, MCKENNA_00000291, MCKENNA_00000293, MCKENNA_00000295, MCKENNA_00000299, MCKENNA_00000302, MCKENNA_00000305, MCKENNA_00000309, MCKENNA_00000313, MCKENNA_00000317, MCKENNA_00000320, MCKENNA_00000323, MCKENNA_00000327, MCKENNA_00000330, MCKENNA_00000335, MCKENNA_00000338, MCKENNA_00000340, MCKENNA_00000342, MCKENNA_00000345, MCKENNA_00000347, MCKENNA_00000349, MCKENNA_00000351, MCKENNA_00000353, MCKENNA_00000355, MCKENNA_00000357, MCKENNA_00000359, MCKENNA_00000361, MCKENNA_00000363, MCKENNA_00000365, MCKENNA_00000367, MCKENNA_00000369, MCKENNA_00000372, MCKENNA_00000375, MCKENNA_00000377, MCKENNA_00000381, MCKENNA_00000383, MCKENNA_00000385, MCKENNA_00000387, MCKENNA_00000389, MCKENNA_00000391, MCKENNA_00000393, MCKENNA_00000397, MCKENNA_00000440, MCKENNA_00000449, MCKENNA_00000451-453, MCKENNA_00000464-472, MCKENNA_00000524, MCKENNA_00000675, MCKENNA_00000689, MCKENNA_00013539-13542).

⁶⁴⁹ NRA - McKenna Agreement - 2018 Addendum - fully executed, pg. 3 (MCKENNA_00000159).

MCKENNA.5 - Fundraising Fees Before Contract

Year	Fundraising Fees
2014	\$ 160,000
2015	440,000
2016 (January - June)	240,000
Total Fundraising Fees	\$ 840,000

- *Professional Services Consulting Agreements and related Work Orders* - The record evidence reflected there were no fully executed contracts for these specific professional consulting services and related work orders at any point in time. Despite never having a fully executed Professional Services Consulting Agreement in place, the NRA paid McKenna at least \$8.7 million related to these consulting services from 2013 through 2020.⁶⁵⁰

462. It is my understanding the NRA did not seek proposal materials from an RFP process. According to deposition testimony of Mr. Phillips, neither an RFP nor completed business case analysis was performed for McKenna's services and the contract was not signed by the President or Vice President.⁶⁵¹

463. I noted that the policy around competitive bidding included an exception stating that "Purchases or services directly related to legal counsel, political strategy, public relations, membership, fundraising and marketing may be selected using means other than a competitive bid solicitation at the discretion of the Executive Vice President."⁶⁵² The fundraising services listed in the exception of the NRA Procurement Policy appear to be consistent with fundraising services McKenna performed for the NRA per its 2016 contract, indicating this McKenna contract did not require a competitive bidding solicitation process. In such cases, the policy stated: "Testing of goods and services in lieu of a competitive bid or RFP shall be utilized when appropriate. Any contracts or Association business awarded in this capacity shall be reported to Finance Committee on an annual basis."⁶⁵³ The reference to "testing" of goods and services is not defined, but I

⁶⁵⁰ See Table MCKENNA.4: Invoiced Fees by Category and Year. To arrive at the \$8.7 million invoiced in Consulting services, I removed \$1.9 million in Fundraising Fees from the total \$10.6 million invoiced.

⁶⁵¹ Deposition of Wilson Phillips, August 11, 2021, pgs. 294-299.

⁶⁵² NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

⁶⁵³ NRA Employee Handbook, Procurement Policy, January 7, 2006 (NRA-NYAGCOMMDIV-00007666).

presume refers to periodic assessment of the contract costs against some measure of market pricing. I have seen no indication such analyses occurred during the time covered by the 2016 contracts and addendums.

464. In addition, I have not seen any evidence that McKenna submitted formal proposals for its consulting services through a competitive bidding process.

465. The record evidence further indicated that the NRA, specifically Mr. Schropp, prepared a contract review signature sheet for the 2019 fundraising consulting services agreement between the NRA and McKenna. The contract review signature sheet for the fundraising consulting services agreement in 2019, which was effective January 2019, and related addendum in March 2019, was signed by various personnel, including Ms. Meadows (President), Mr. Spray (Financial & Business Review), Mr. LaPierre (Executive Vice President), and Mr. Schropp (Responsible Officer Approval) and others (1st Vice President, Office of General Counsel and Legal Review).⁶⁵⁴ All of the signatures were in either March, April or May of 2019, which was multiple months after the contract's effective date of January 2019.

466. Separately, the record evidence indicated that the NRA, specifically Tony Hayes, prepared but did not complete a business case analysis on June 29, 2018 for the Professional Service Consulting Agreement related to external intelligence solutions for cyber threats under Work Order #6002 for LookingGlass. The business case analysis does not appear to be signed or attached to a ratified and/or finalized agreement document.⁶⁵⁵

467. The record evidence indicated there was neither a contract review signature sheet nor an executed business case analysis for any of the originally executed agreements between the NRA and McKenna.

**c. Analysis of McKenna Conflicts of Interest and Related Party
Transactions Against NRA Policies**

468. According to the NRA Conflicts of Interest and Related Party Transaction policy, Ms. Gallagher (Mr. Powell's wife) would be considered a Related Party and Covered Person and her

⁶⁵⁴ McKenna Agreement Contract Review Signature Sheet, 2019 (MCKENNA_00006533).

⁶⁵⁵ McKenna Business Case Analysis, June 29, 2018 (NRA-NYAG-00025626); McKenna Work Order #6002, June 1, 2018 (MCKENNA_00008936).

employment as a subcontractor and full-time employee at McKenna was required to be disclosed to NRA's Audit Committee.⁶⁵⁶

469. Mr. Powell and Mr. LaPierre did not disclose in a timely manner to the Audit Committee in accordance with NRA policy that Ms. Gallagher's arrangement as a subcontractor for McKenna in December 2017 represented a potential conflict of interest.⁶⁵⁷ As noted above, disclosures were required be made in advance, before any action was taken on the matter. Below I describe the record evidence in further details.

- Ms. Gallagher was hired by McKenna as a 1099 subcontractor in December 2017.⁶⁵⁸ At that time, McKenna was conducting business with the NRA and, as such, this should have been disclosed immediately to NRA's Audit Committee.
- Mr. Powell claimed he orally disclosed the fact that McKenna was hiring his wife to Mr. Phillips and Mr. LaPierre **before** she officially started with McKenna, but did not recall the exact date he told them.⁶⁵⁹ Mr. Powell stated he was unaware of the requirement of disclosing his wife's involvement with McKenna to the Audit Committee at that time.⁶⁶⁰ He also stated that Ms. Gallagher spent a significant amount of her first year at McKenna working on NRA-specific matters.⁶⁶¹ According to Mr. Phillips, he knew Ms. Gallagher was working on NRA-related matters because she attended meetings in the NRA offices.⁶⁶²
- As EVP, Mr. LaPierre was required to report this matter to the Audit Committee once it came to his attention. However, Mr. LaPierre does not recall Mr. Powell informing him about Ms. Gallagher working for McKenna. He eventually became aware of this situation around May 2018 and directed Mr. Powell to disclose it.⁶⁶³

⁶⁵⁶ NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007, pgs. 297-299 (NRA-NYAGCOMM DIV-00008897).

⁶⁵⁷ NRA First Amended Verified Answer to Amended and Supplemental Complaint and Counterclaims, April 15, 2022, pg. 71.

⁶⁵⁸ Spectre - McK Assoc Professional Consulting Services - Fully Executed (MCKENNA_00000250).

⁶⁵⁹ Deposition of Joshua Powell, June 9, 2022, pgs. 227-228.

⁶⁶⁰ Deposition of Joshua Powell, June 9, 2022, pgs. 227-228.

⁶⁶¹ Deposition of Joshua Powell, June 9, 2022, pgs. 227-228.

⁶⁶² Deposition of Wilson Phillips, August 11, 2022, pg. 299.

⁶⁶³ Bankruptcy Trial, Wayne LaPierre Testimony, April 8, 2021 AM, pg. 31.

I have seen no evidence that either Mr. LaPierre or Mr. Phillips ever disclosed this to the Audit Committee.

470. On September 6, 2018, Mr. Powell signed the Financial Disclosure Questionnaire for the years 2017 and 2018, which was over eight months after his wife was hired as a subcontractor for McKenna. This form related to calendar year 2017 and in it he disclosed that his “wife, Colleen Gallagher is a 1099 subcontractor for McKenna & Associates, a consulting firm that services the NRA.” Mr. Powell further disclosed “the NRA has a contract with McKenna & Associates, and they provided consulting services in 2017 and 2018 while my wife was a 1099 subcontractor” in his Financial Disclosure Questionnaires in 2018 and 2019.⁶⁶⁴

XVI. AMEX EXPENSE ACTIVITY

471. I have also analyzed American Express statements (“AMEX Statements”) associated with certain AMEX credit cards issued to NRA employees⁶⁶⁵ by the NRA and Ackerman McQueen to understand the nature, timing, and amounts of expense transactions and to identify unusual items and patterns related thereto. The AMEX Statements comprised expense activity for 2013 through 2022 for cards issued by the NRA (“NRA-issued Cards”) to over forty NRA board members, executives, and other employees (“NRA Personnel”), as well as cards issued by Ackerman McQueen (“Ackerman-issued Cards”) to three individuals, Mr. LaPierre (Executive Vice President), Mr. Phillips (Former CFO/Treasurer), and Mr. Makris (President – Mercury Group).⁶⁶⁶

472. My analysis did not constitute a review of every AMEX transaction or corresponding document that may be related to these payments, nor was such an exercise practicable or possible given the information available through a limited discovery process. A review of additional documents presumably maintained by the NRA would be required to have a better understanding of the nature and purpose of these expenses. From my analysis I noted that:

⁶⁶⁴ NRA Financial Disclosure Questionnaire of Joshua Powell, January 29, 2019 (NRA-NYAG-00005096); NRA Financial Disclosure Questionnaire of Joshua Powell, September 6, 2018 (NRA-NYAG-00022328).

⁶⁶⁵ Note that my review included a review of AMEX Statements for Tony Makris (President – Mercury Group).

⁶⁶⁶ Pursuant to a subpoena by the NY Office of the Attorney General dated July 1, 2020 (AMEX000001), American Express produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris.

- I am currently not able to confirm with certainty whether the NRA had ultimately paid for these expenses (although there is an arguable presumption that the expenses were paid for by the NRA, as they were charged to NRA/Ackerman credit cards which were intended for business expenses).
- I am also not able to determine whether expenses were properly reviewed and approved with required documentation and in accordance with NRA policies.
- As such, I am not rendering an opinion on whether, in part or as a whole, expenses lack a reasonable business justification and / or were otherwise improper.

473. Notwithstanding the limited information, even a circumscribed review of AMEX expense details indicates a questionable pattern of expense activity over an extended period of time by multiple individuals. Further, I noted that a significant number of these expenses have profiles similar to those summarized within other sections of this Report – including NRA expenses facilitated by the NRA Travel Consultant or Ackerman McQueen – with respect to potential abuses or violations of NRA policies.⁶⁶⁷

A. SUMMARY OF AMEX EXPENSE ACTIVITY

474. Between 2013 and 2020, over \$60 million in expenses were charged to credit cards issued to NRA Personnel.⁶⁶⁸

AMEX.1 - Expenses Charged by NRA Personnel, 2013 – 2020

⁶⁶⁷ Refer to **Sections X. Ackerman McQueen** and **XII. NRA Travel Consultant**.

⁶⁶⁸ See **Exhibit AMEX.1: Summary of AMEX Expenses**. The \$60,035,104 in total AMEX expenses for NRA Personnel included \$423,865 of charges on Ackerman-issued Cards. Separate from the NRA Personnel charges, I also noted \$1,992,752 purchases of charges to Tony Makris's Ackerman-issued Card. We are aware that certain of Mr. Makris's expenses were ultimately submitted to the NRA via Ackerman McQueen; therefore, we have summarized certain expenses charged by Mr. Makris to provide context of the extent that these charges may have been borne by the NRA. See **Section X. Ackerman McQueen**.

Year	Total Expenses
2013	\$ 147,367
2014	7,954,648
2015	10,591,598
2016	10,936,257
2017	11,159,743
2018	10,148,017
2019	6,611,734
2020	2,485,741
Total	\$ 60,035,104

475. Based on an analysis of AMEX Statement expense descriptions, vendors, and other available details, I observed transactions that appear to be characteristic of purchases at high-end hotels, limousine services, and first and business class flights, among other expense types.

AMEX.2 - Expenses Charged by NRA Personnel, by Category, 2013 – 2020⁶⁶⁹

Year	Total Expenses
Commercial Flights	\$ 10,056,240
High-end Hotels	6,083,675
Limousine Services	562,436
Restaurants	419,591
Golf	320,300
Society Clubs	194,762
Other	42,398,101
Total	\$ 60,035,104

476. The AMEX Statements also include a significant number of purchases (as well as credit card payments) that fall just under \$100,000. Between 2013 and 2020, NRA-issued Cards indicated a total of 32 individual purchases on NRA-issued Cards between \$99,000 to \$99,999, for a total of \$3,187,429.⁶⁷⁰

a. Commercial Flights

⁶⁶⁹ Refer to subsequent sections for further detail over identified transactions by category. As presented in **Exhibit AMEX.2**, the total for Commercial Flights includes all flights irrespective of fare class.

⁶⁷⁰ **Exhibit AMEX.1: Summary of AMEX Expenses**

477. Over \$10 million in commercial flights were charged to NRA-issued Cards between 2013 and 2020.⁶⁷¹ While the AMEX Statements only includes only partial information on airfare class, I noted numerous instances of flights that were business or first-class.⁶⁷²

AMEX.3 - Commercial Flight Expenses Charged by NRA Personnel, 2013 – 2020

Year	Total Expenses
2013	\$ 45,774
2014	1,811,626
2015	1,615,889
2016	1,758,986
2017	1,723,909
2018	1,621,010
2019	1,301,256
2020	177,789
Total	\$ 10,056,240

478. For example, Mr. Schropp's NRA-issued Card statements indicated a February 27, 2019 expense for a business class flight from Washington D.C. to Charlotte, North Carolina at a cost of \$554.⁶⁷³

479. As another example, Thomas Tedrick's NRA-issued Card statements indicated a September 12, 2018 expense for a business class ticket for passenger Harold Sheets (former NRA employee), at a cost of \$4,614.⁶⁷⁴

480. In yet another example, Thomas Tedrick's NRA-issued Card statements indicated a June 15, 2018 charge expense for a business class ticket for passenger Ms. Meadows (former NRA President), at a cost of \$9,861.⁶⁷⁵

⁶⁷¹ Expenses identified as relating to commercial flights were analytically identified in the AMEX transaction data based on searches of keywords including airline names (e.g., "United Airlines", "American Airlines", et cetera). Note that the \$10,056,240 charges included \$126,034 in charges by NRA Personnel on Ackerman-issued Cards. Separately, we noted \$188,256 in commercial flight expenses charged to Mr. Makris's Ackerman-issued card.

Exhibit AMEX.1: Summary of AMEX Expenses

⁶⁷² Airfare class was included for only certain commercial flight expenses per the AMEX Statement data, as indicated by airline-specific class codes.

⁶⁷³ Exhibit AMEX Exhibit 5: AMEX Expense Examples.

⁶⁷⁴ Exhibit AMEX Exhibit 5: AMEX Expense Examples.

⁶⁷⁵ Id.

481. As for Tony Makris, his Ackerman McQueen card statements indicated a November 11, 2019 expense for a "Business Elite" class ticket at a cost of \$1,092.⁶⁷⁶ Two expenses on May 9, 2018, totaling \$26,059, indicated purchases of Business Elite class tickets for Mr. Makris and Elicia Loughlin (presumed to be Mr. Makris's wife or significant other), for flights from Atlanta, Georgia to Johannesburg, South Africa.⁶⁷⁷

b. High-end Hotels

482. The AMEX Statements indicate that through 2013 to 2020, there was a pattern of NRA card holder expenses for high-end hotels that ranged in the millions of dollars.⁶⁷⁸ These hotels included five-star rated hotels, luxury resorts, casino hotels, and other boutique accommodations.

483. For example, the AMEX Statements for NRA Personnel indicate that from 2013 through 2020, there were over \$1,800,000 at hotels such as the Four Seasons, Ritz-Carlton, and the Venetian Las Vegas.⁶⁷⁹ As another example, a purchase on January 10, 2020 was comprised of a single charge for approximately \$131,000 at the La Cantera Resort & Spa in San Antonio, Texas, a resort which is described on its website as, a "Hill Country oasis featuring a world-class golf course, five sparkling heated pools, luxurious cabañas, state-of-the-art fitness centers, a destination spa, and more."⁶⁸⁰ The AMEX Statements include numerous examples of expenses at other high-end hotels.⁶⁸¹

c. Limousine Services

⁶⁷⁶ Id.

⁶⁷⁷ Id.

⁶⁷⁸ Expenses charged to high-end hotels were identified in the AMEX transaction data based on searches of certain keyword terms, including hotel names (e.g., Ritz-Carlton) and other keywords (e.g., "resort"). See **AMEX Exhibit 2: High-end Hotel Expenses**.

⁶⁷⁹ **AMEX Exhibit 2: High-end Hotel Expenses**. Expenses were for Four Seasons, Ritz-Carlton, and Venetian Las Vegas were identified based on key word searches of expense descriptions for each hotel brand. Note that of the \$1,843,344 charges for NRA Personnel cards, \$98,300 were attributable to charges on NRA Personnel Ackerman-issued Cards. Separate from the NRA Personnel charges, I identified over \$345,239 of purchases across these hotels charged to Mr. Makris's Ackerman-Issued Card.

⁶⁸⁰ **Exhibit AMEX Exhibit 5: AMEX Expense Examples**. Hotel description obtained from <https://www.lacanteraresort.com/>.

⁶⁸¹ As further examples, expenses by NRA Personnel included over \$100,000 charged to the Mansion on Turtle Creek in Dallas, Texas, and over \$300,000 in charges the 21C Hotel in Louisville, KY (AMEX Exhibit 3: High-end Hotel Expenses). On one trip in October 2017, a former Executive Director charged \$9,180 for a one-night stay at a hotel in Pebble Beach, California (AMEX012679). **Exhibit AMEX Exhibit 5: AMEX Expense Examples**.

484. From 2013 to 2020, there were over 1,000 individual AMEX charges, totaling approximately \$560,000, for purchases by NRA Personnel that related to limousine rental services.⁶⁸²

485. Of the \$840,000 expenses, the vast majority, over \$400,000, had been charged to AMEX cards issued to Mr. Phillips, Ms. Hallow, and Mr. Schropp (approximately \$200,000, \$115,000, and \$114,000, respectively).⁶⁸³ I also noted that limousine service expenses had been charged to cards issued to NRA Board Members and other key individuals; for example, Ms. Meadows – Current NRA President (totaling approximately \$31,000), Joseph Debergalis – Former NRA Board Member (totaling approximately \$23,000), and David Keene – Current NRA Board Member (totaling approximately \$2,500).⁶⁸⁴

d. High-cost Restaurants

Between 2014 through 2020, there were approximately \$420,000 in restaurant expenses by NRA Personnel where individual charges were more than \$500 each.⁶⁸⁵ For example, in the two years 2019 through 2020, there were \$18,000 in expenses charged to Ms. Meadows’s NRA-issued Card consisting of 8 transactions at various steakhouses – an average of over \$2,000 per visit. In just three days, January 24 to 26, 2018, over \$30,000 was charged to Christopher Sprang’s NRA credit card at the restaurant AquaKnox, a high-end seafood restaurant in Las Vegas. Over a five-year period 2014 – 2018, over \$60,000 was charged to Mr. Phillips’s NRA-issued Card at Margaritaville in Nashville, at an average cost of over \$4,000 per visit.⁶⁸⁶ The AMEX Statements contain numerous examples of apparent high-cost dining visits for various NRA card holders.

e. Golf-Related Expenses and Society Club Expenses

486. Between 2014 and 2020, there were over \$320,000 by NRA Personnel for expenses associated with golf courses and golf resorts.⁶⁸⁷

⁶⁸² Expenses charged to limousine service companies were identified in the AMEX transaction data based on searches of certain search terms, such as “limo”, “limousine”, et cetera. The resulting transactions were further refined to exclude any individual purchases less than \$100.

⁶⁸³ **AMEX Exhibit 3: Limousine Services.**

⁶⁸⁴ Id.

⁶⁸⁵ **AMEX Exhibit 1: Summary of Expenses.** Note that expenses charged to restaurants were identified in the AMEX transaction data based on searches for keywords such as “restaurant,” “steakhouse,” “grille” et cetera.

⁶⁸⁶ **Exhibit AMEX Exhibit 5: AMEX Expense Examples.**

⁶⁸⁷ **AMEX Exhibit 4: Golf and Society Clubs.**

487. I also noted a total of almost \$200,000 in expenses on NRA Personnel cards for what appear to be various society clubs, including the Safari Club International (total of \$62,009), University Club of Washington D.C (total of \$84,570), the National Press Club (total of \$17,957), The Columbia Club (total of \$26,437), and The Georgetown Club (total of \$3,789). Almost half of these expenses, \$79,823, were charged on the NRA-issued card of Mr. Phillips (including \$59,720 for the University Club of Washington D.C.).⁶⁸⁸

B. ANALYSIS OF EXPENSES AGAINST NRA POLICIES

488. I am not opining on the propriety of the aforementioned expenses within the context of NRA policies, as such an exercise would require additional information, including a review of relevant documents, and is therefore not practicable or possible given the information available through a limited discovery process. However, I note that the NRA Travel and Expense Reimbursement Policy imposes general and specific requirements that are relevant to these expense types:

- The NRA Travel and Expense Reimbursement policy imposes general guidelines related to the propriety of expenses;⁶⁸⁹
- With respect to high-end hotels, I note that the NRA policies explicitly limits hotel accommodations to the “lowest practical and reasonable expense” for “reasonable charges for lodging, meals, tips, and other incidental expenses”;⁶⁹⁰
- I note that the NRA Travel and Expense Reimbursement Policy imposes various restrictions on the use of high-cost car rental services;⁶⁹¹

⁶⁸⁸ Id.

⁶⁸⁹ These guidelines state that “the basic rationale underlying all NRA travel regulations is that we should incur the lowest practical and reasonable expense while completing the travel process in an efficient and timely manner. Persons traveling on NRA business have the duty to exercise care and avoid impropriety, or even the appearance of impropriety in any travel expense” (NRA-NYAGCOMMDIV-00007852, pg. 9).

⁶⁹⁰ NRA Travel and Expense Reimbursement Policy (NRA-NYAGCOMMDIV-00007852, pg. 9)

⁶⁹¹ The NRA Travel and Expense Reimbursement Policy states that, “employees should use public transportation...in preference to renting a car when such means of transportation is cost-effective, and there are no other business reasons for renting a car. Car rentals should be authorized only when local transportation is not practical or would be more expensive...The smallest size car consistent with the needs of the traveler should be requested.” NRA Travel and Expense Reimbursement Policy (NRA-NYAGCOMMDIV-00007852, pg. 9).

- I also note that NRA policies generally prohibit the purchase of first or business class flights, and that “exceptions must be explained and approved in writing as appropriate, and submitted with the travel expense report”.⁶⁹²
- With respect to meals, NRA policies impose various approval and documentation requirements.⁶⁹³

XVII. ANALYSIS OF FRAUD RISK INDICATORS

489. I have analyzed whether the record evidence related to the NRA business activities addressed in this report, and my findings related thereto, demonstrate conditions that are consistent with fraud risk indicators (sometimes referred to as “red flags” or “badges of fraud”). As discussed previously in this report, evaluating fraud risk indicators involves benchmarking observed facts and circumstances against common characteristics of higher risk conditions, transactions, arrangements, relationships, or practices.

490. Based on my experience, education, and training as a forensic accountant, and comparison of the record evidence to reference materials commonly accepted in my profession, in my opinion, multiple conditions pertaining to NRA business activities discussed in this report are consistent with fraud risk indicators. For purposes of this report, I have grouped similar findings across the topic areas together and described the characteristics of related fraud risk indicators. These are discussed in detail below.

A. FORM OF TRANSACTIONS APPEARS OVERLY COMPLEX

491. Contracts, transactions, or arrangements with counterparties, such as vendors, that are overly complex in form are often indicative of heightened risk of fraud, waste, and abuse. For example, this fraud risk indicator concept is articulated in a generally accepted auditing standard requiring financial statement auditors to consider the risk of fraud as follows:

⁶⁹² NRA Travel and Expense Reimbursement Policy (NRA-NYAGCOMMDIV-00007852, pg. 8)

⁶⁹³ Among its many requirements related to meals, the NRA Travel and Expense Reimbursement Policy states that “expenses should be justified in relation to the importance of the business association in line with prudent business practices”, that meals relating to business entertainment must meet IRS requirements on documentation, that employees “must attach original receipts for any expenses over \$50.00 to the expense report”. (NRA-NYAGCOMMDIV-00007852, pg. 9 - 10)

“The form of [significant unusual] transactions appears overly complex (for example, the transaction involves multiple entities within a consolidated group or multiple unrelated third parties).”⁶⁹⁴

492. Based on my experience, education, and training as a forensic accountant, and comparison of the record evidence to reference materials commonly accepted in my profession, in my opinion, certain arrangements between the NRA and vendors were consistent with this fraud risk indicator. These include the following:

- The NRA’s arrangements with the MMP Entities were split into three contracts (MMP, Concord, and Allegiance) notwithstanding they were under common ownership and provided similar services, and evidence suggests MMP viewed these arrangements as fungible. (See section IX)
- The NRA’s arrangements with Ackerman involved overly complex billing, particularly with respect to out-of-pocket expenses for Ackerman employees and indirect pass through of expenses for NRA employees. (See section X)
- The NRA’s arrangements with Under Wild Skies were segregated into multiple contracts for sponsorship and advertising, and a separate undocumented arrangement for “supplemental” fees for services provided by the UWS President. (See section XI)
- The NRA’s arrangements with the outside travel consultant involved multiple types of fee arrangements that were not documented, and invoices were billed under multiple entity names even though the services were provided by the same individual. (See section XII)
- The NRA’s arrangement to pay Mr. Marcellin post-employment “incentive” payments through Lockton Affinity resulted in a complex, “off-book” arrangement.

B. CONTRACTS ARE POORLY DOCUMENTED AND AWARDED WITHOUT FOLLOWING POLICIES

493. Contracts, transactions, or arrangements with counterparties, such as vendors, that are poorly documented and lack evidence of proper authorization are often indicative of heightened

⁶⁹⁴ AU-C Section 240: Consideration of Fraud in a Financial Statement Audit, Section, A54.

risk of fraud, waste, and abuse. For example, this fraud risk indicator concept is articulated in generally accepted auditing standards and other reference sources as follows:

- *“Poor documentation supporting award of contracts or subcontracts.”*⁶⁹⁵
- *“Management has not discussed the nature of and accounting for such transactions with those charged with governance of the entity, and inadequate documentation exists.”*⁶⁹⁶
- *“Unsupported or unauthorized balances or transactions”*⁶⁹⁷

494. Based on my experience, education, and training as a forensic accountant, and comparison of the record evidence to reference materials commonly accepted in my profession, in my opinion, certain arrangements between the NRA and vendors were consistent with this fraud risk indicator. These include the following:

- MMP Entity contracts did not follow required review and approval processes and Management Fee increases resulting in millions of dollars in additional payments by the NRA were not formally documented. (See section IX)
- Ackerman contracts did not follow required review and approval processes, required documentation regarding single-source contracts was not prepared, and the out-of-pocket billing arrangement was not disclosed, adequately documented, or subjected to required review and approval processes. (See section X)
- Under Wild Skies contracts for sponsorship and advertising did not follow required review and approval processes and the separate arrangement for “supplemental” fees for services provided by the UWS President was not documented and did not follow required review and approval processes. (See section XI)
- The Travel Consultant contract was non-existent for the majority of the time the NRA paid for services, the arrangement did not follow required review and

⁶⁹⁵ ACFE Fraud Examiners Manual, Detection of Corruption Schemes, Internal Control Red Flags of Corruption, 1.613

⁶⁹⁶ AU-C Section 240: Business Purpose for Significant Unusual Transactions, .A54

⁶⁹⁷ AU-C Section 240: Consideration of Fraud in a Financial Statement Audit, A78

approval processes, and the documentation regarding the fee structure did not exist. (See section XII)

- McKenna contracts and related statements of work did not follow required review and approval processes. (See section XV)
- Contracts with various NRA Board members and former employees did not follow required review and approval processes. (See section XIII and XIV)

C. DOCUMENTATION IS MISSING, INADEQUATE, OR APPEARS TO BE ALTERED

495. Missing, inadequate, and/or alteration of documentation regarding the nature, amounts, and substance of financial transactions is often indicative of heightened risk of fraud, waste, and abuse. For example, this fraud risk indicator is articulated in generally accepted auditing standards as follows:

- *“Transactions that are not recorded in a complete or timely manner or are improperly recorded by amount, accounting period, classification, or entity policy”*⁶⁹⁸
- *“Unsupported or unauthorized balances or transactions”*⁶⁹⁹
- *Conflicting or missing evidence such as “Missing documents” and “Documents that appear to have been altered”*⁷⁰⁰

496. Based on my experience, education, and training as a forensic accountant, and comparison of the record evidence to reference materials commonly accepted in my profession, in my opinion, certain arrangements between the NRA and vendors were consistent with this fraud risk indicator. These include the following:

- MMP Management Fee increases resulting in millions of dollars in additional payments by the NRA were not formally documented. (See section IX)

⁶⁹⁸ AU-C Section 240: Consideration of Fraud in a Financial Statement Audit, .A78

⁶⁹⁹ AU-C Section 240: Consideration of Fraud in a Financial Statement Audit, .A78

⁷⁰⁰ AU-C Section 240: Consideration of Fraud in a Financial Statement Audit, .A78

- Ackerman invoices for out-of-pocket expenses reflected only lump sum amounts and no supporting details were provided to the NRA to confirm the nature, amounts, and substance of associated expenses. (See section X)
- UWS “supplemental” fee arrangement was not documented and related invoices do not describe the nature of the services provided. (See section XI)
- NRA’s Travel Consultant billing reflected numerous issues, including lack of documentation evidencing the arrangements, alteration of invoices to exclude details, such as travel destinations, flight passengers, and individuals that used black car services, reformatting invoices to avoid scrutiny, excluding supporting information, submitting invoices for expenses with descriptions that lacked detail to determine what the expenses were for, and splitting invoices in order to avoid additional approval thresholds. (See section XII)
- McKenna was paid millions of in fees for contracts and work orders that were not fully executed and associated invoices did not clearly link to specific projects, agreements, or work orders. (See section XV)
- Former employees were paid under unapproved contracts and did not provide support for services rendered or expenses incurred. (See section IX)

**D. DISCLOSURES REGARDING POTENTIAL CONFLICTS OF INTEREST
ARE INADEQUATE AND DO NOT FOLLOW POLICIES**

497. The failure to properly disclose potential conflicts of interest in accordance with established policies, including submitting disclosure forms that are inaccurate or incomplete, not submitting required documentation at all, not otherwise disclosing conflicts through appropriate channels, and/or not ensuring transactions with potential conflicts of interest are reviewed and approved, are often indicative of heightened risk of fraud, waste, and abuse. For example, this fraud risk indicator is articulated in a generally accepted auditing standards and other reference sources as follows:

- *“Employee fails to file conflict of interest or financial disclosure forms or questionnaires.”*⁷⁰¹
- *“Poor enforcement of existing policies on conflicts of interest or acceptance of gratuities.”*⁷⁰²
- *“Accepts inappropriate gifts, travel, entertainment, or ‘fees’ (kickbacks) from a vendor.”*⁷⁰³
- *“Reputation for regularly accepting inappropriate gifts.”*⁷⁰⁴
- *“Tolerance of violations of the entity’s code of conduct.”*⁷⁰⁵

498. Based on my experience, education, and training as a forensic accountant, and comparison of the record evidence to reference materials commonly accepted in my profession, in my opinion, certain arrangements between the NRA and vendors were consistent with this fraud risk indicator. These include the following:

- Mr. LaPierre and his family members received personal benefits from the MMP Principal, including travel and use of luxury yachts, which were not disclosed by Mr. LaPierre as required by the NRA’s Related Party and Conflict of Interest or Financial Disclosure policies. (See section IX)
- Mr. Phillips did not disclose his use of the MMP Principal’s luxury yacht in advance. (See section IX)
- Mr. LaPierre did not disclose benefits received from UWS, including hunting trips that he and his wife took that were paid for by the NRA or UWS. (See section XI)
- Mr. Powell did not disclose the fact that his wife was hired to work as a subcontractor for McKenna, a vendor the NRA paid millions of dollars in fees to, until months after she had been working for McKenna on the NRA account. (See section XV)

⁷⁰¹ ACFE Fraud Examiners Manual, Conflicts of Interest, Detection of Conflicts of Interest, 1.636

⁷⁰² ACFE Fraud Examiners Manual, Detection of Corrupt Schemes, Internal Control Red Flags of Corruption, 1.613.

⁷⁰³ ACFE Fraud Examiners Manual, Conflicts of Interest, Conflict Schemes, 1.630

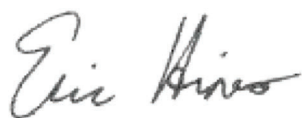
⁷⁰⁴ ACFE Fraud Examiners Manual, Detection of Corruption Schemes, Red Flags of Corrupt Employees, 1.611

⁷⁰⁵ AU-C Section 240: Consideration of Fraud in a Financial Statement Audit, .A78

- Multiple NRA employees did not disclose the arrangement to have travel and other expense reimbursements paid for by Ackerman and passed-through to the NRA without supporting details. (See section X)

XVIII. RESERVATIONS

499. I reserve the right to supplement and revise my conclusions should new information become available to me subsequent to the filing of my report.⁷⁰⁶



Eric Hines, CPA, CFF, CHC

September 16, 2022

Date

⁷⁰⁶ Only days before the issuance of this report, the NRA produced additional documents and transactional data that I have not had adequate time to consider or analyze in detail, including what I understand to be a replacement data set of general ledger activity covering the years 2015 through 2021. From a cursory look at the data provided, I noted that there appear to be thousands of additional records included in this new data set when compared with the data previously produced. I specifically reserve the right to revise my analyses to the extent this new financial information impacts my findings.

NY OAG v. NRA Matter

Table ACKERMAN.1: Out-of-Pocket Expenses Invoice Analysis

Expert Report of Eric Hines, CPA, CFF, CHC

Table ACKERMAN.1: Out-of-Pocket Expenses Invoice Analysis

[A] Category of Expense	[B] Total
Expense Reports for Ackerman/Mercury Employees	\$ 1,978,701
Tyler Schropp Credit Card Expenses	240,106
Fees to I.I. & I.S. Inc.	235,475
Aircraft Charter Expenses	80,294
Car Services (black car, premium, VIP)	67,613
Hair and Makeup Services	62,373
Public Relations Services	15,606
Lease Expenses for Nader Tavangar	13,950
Parking Fees to Mercury Group	11,748
Miscellaneous Other Expenses	14,218
Missing Supporting Detail	38,106
Total	\$ 2,758,189

Sources and Notes:

The sources of out-of-pocket expenses invoices analyzed are included in: NR-OOP 2016 (NYAG-00122901/AMc-0030575); NR-OOP 2017 (NYAG-00123368/AMc-0031042); NR-OOP 2018 (NYAG-00122496/AMc-0032068).

[A] Categories determined by StoneTurn based on its analysis of OOP invoices from 2016 through 2018.

[B] Totals per category calculated by StoneTurn based on its analysis of OOP invoices from 2016 through 2018.

NY OAG v. NRA Matter
 Exhibit AMEX.1: AMEX Expense Summary
 Expert Report of Eric Hines, CPA, CFF, CHC

Total Expenses Charged by NRA Personnel and Tony Makris, 2013 - 2020:

Year	Total Expense - NRA Personnel			Total Expense - Makris Ackerman-issued Cards	Grand Total
	NRA-Issued Cards	Ackerman-issued Cards	Total		
2013	\$ 147,367	\$ -	\$ 147,367	\$ 84	\$ 147,451
2014	7,871,835	82,812	7,954,648	417,481	8,372,128
2015	10,491,645	99,953	10,591,598	353,991	10,945,588
2016	10,843,180	93,077	10,936,257	467,596	11,403,853
2017	11,073,171	86,572	11,159,743	423,485	11,583,229
2018	10,086,567	61,450	10,148,017	318,847	10,466,864
2019	6,611,734	-	6,611,734	9,582	6,621,316
2020	2,485,741	-	2,485,741	1,687	2,487,427
Total	\$ 59,611,239	\$ 423,865	\$ 60,035,104	\$ 1,992,752	\$ 62,027,856

Sources and Notes

American Express statements produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris, pursuant to a subpoena by the NY Office of the Attorney General dated July 1, 2020 (AMEX000001), American Express produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris.

Total Expenses Charged by NRA Personnel and Tony Makris, by Expense Category 2013 - 2020:

Category	Total Expense - NRA Personnel			Total Expense - Makris Ackerman-issued Cards	Grand Total
	NRA-Issued Cards	Ackerman-issued Cards	Total		
Commercial Flights	\$ 9,930,205	\$ 126,034	\$ 10,056,240	\$ 188,256	\$ 10,244,495
High-end Hotels	5,937,318	146,357	6,083,675	593,223	6,676,898
Limousine Services	562,436	-	562,436	245,059	807,494
Restaurants	408,954	10,637	419,591	65,348	484,940
Golf	317,143	3,156	320,300	76,516	396,815
Society Clubs	194,762	-	194,762	-	194,762
Other	42,260,420	137,680	42,398,101	824,351	43,222,452
Total	\$ 59,611,239	\$ 423,865	\$ 60,035,104	\$ 1,992,752	\$ 62,027,856

Individual Expense Charges with amounts greater than \$99,000 and less than \$100,000:

Year	Number of Charges	Total
2014	3	\$ 299,998
2015	10	997,600
2016	9	899,000
2017	9	891,000
2018	1	99,831
Total	32	\$ 3,187,429

NY OAG v. NRA Matter
 Exhibit AMEX.2: High-end Hotel Expenses
 Expert Report of Eric Hines, CPA, CFF, CHC

Total High-end Hotel Expenses Charged by NRA Personnel and Tony Makris, 2013 - 2020:

Year	Total Expense - NRA Personnel			Total Expense - Makris Ackerman-issued Cards	Grand Total
	NRA-Issued Cards	Ackerman-issued Cards	Total		
2013	\$ 824	\$ -	\$ 824	\$ -	\$ 824
2014	376,308	39,562	415,870	69,593	485,463
2015	1,461,804	26,590	1,488,394	110,838	1,599,233
2016	457,033	25,848	482,881	157,585	640,466
2017	1,696,429	28,211	1,724,640	144,036	1,868,676
2018	1,470,007	26,146	1,496,152	110,533	1,606,685
2019	327,704	-	327,704	637	328,341
2020	147,209	-	147,209	-	147,209
Total	\$ 5,937,318	\$ 146,357	\$ 6,083,675	\$ 593,223	\$ 6,676,898
Total Count	1,580	121	1,701	255	1,956

Total High-end Expenses Charged by NRA Personnel and Tony Makris, by Hotel Brand, 2013 - 2020:

Hotel	Total Expense - NRA Personnel			Total Expense - Makris Ackerman-issued Cards	Grand Total
	NRA-Issued Cards	Ackerman-issued Cards	Total		
Four Seasons	\$ 491,436	\$ 80,805	\$ 572,241	\$ 268,815	\$ 841,057
Ritz-Carlton	532,088	17,494	549,582	69,260	618,843
Venetian Las Vegas	721,520	-	721,520	7,163	728,684
Subtotal	\$ 1,745,044	\$ 98,300	\$ 1,843,344	\$ 345,239	\$ 2,188,583
21c Museum Hotel	\$ 88,483	\$ 3,110	\$ 91,594	\$ 51,773	\$ 143,367
Mansion on Turtle Creek	52,788	11,119	63,907	11,511	75,418
All other high-end hotels	4,051,003	33,828	4,084,830	184,699	4,269,529
Total High-end Hotels	\$ 5,937,318	\$ 146,357	\$ 6,083,675	\$ 593,223	\$ 6,676,898

Sources and Notes:

1. American Express statements produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris, pursuant to a subpoena by the NY Office of the Attorney General dated July 1, 2020 (AMEX000001), American Express produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris.

2. Expenses charged to high-end hotels were identified in the AMEX transaction data based on searches of certain keyword terms, including hotel names (e.g., Ritz-Carlton) and other keywords (e.g., “resort”).

NY OAG v. NRA Matter
 Exhibit AMEX.3: Limousine Service Expenses
 Expert Report of Eric Hines, CPA, CFF, CHC

Total Limousine Service Expenses Charged by NRA Personnel and Tony Makris, 2013 - 2020:

Year	Total Expense - NRA Personnel			Total Expense - Makris		Grand Total
	NRA-Issued Cards	Ackerman-issued Cards	Total	Ackerman-issued Cards		
2013	\$ 518	\$ -	\$ 518	\$ -	\$ 518	
2014	78,460	-	78,460	40,169	118,629	
2015	69,682	-	69,682	44,533	114,216	
2016	44,732	-	44,732	57,936	102,668	
2017	268,831	-	268,831	65,204	334,035	
2018	49,232	-	49,232	36,491	85,724	
2019	41,361	-	41,361	725	42,086	
2020	9,618	-	9,618	-	9,618	
Total	\$ 562,436	\$ -	\$ 562,436	\$ 245,059	\$ 807,494	
Total Count	1,291	-	1,291	273	1,564	

Total Limousine Service Expenses Charged by NRA Personnel and Tony Makris, by Cardholder:

Cardholder - NRA Personne	Count	Expense
Phillips, Wilson	475	202,443
Hallow, Millie	323	115,205
Schropp, Tyler	8	113,822
Meadows, Carolyn	134	31,164
Tedrick, Thomas	4	22,510
Debergalis, Joseph	161	18,360
Cors, Allan	31	14,752
Mongold, Jacqueline	5	11,528
Brownell, Peter	37	7,133
Porter, James	26	5,720
Hayes, Tony	21	5,575
Cotton, Charles	27	4,894
Keene, David	14	2,514
Grable, Todd	6	1,514
<i>All other Individuals</i>	19	5,301
Total	1,291	562,436
Makris, Tony	273	\$ 245,059

Sources and Notes:

1. American Express statements produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris, pursuant to a subpoena by the NY Office of the Attorney General dated July 1, 2020 (AMEX000001). American Express produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris.

2. Expenses charged to limousine service companies were identified in the AMEX transaction data based on searches of certain search terms, such as “limo”, “limousine”, et cetera. The resulting transactions were further refined to exclude any individual purchases less than \$100.

NY OAG v. NRA Matter
 Exhibit AMEX.4: Golf and Society Clubs
 Expert Report of Eric Hines, CPA, CFF, CHC

Total Golf Expenses Charged by NRA Personnel and Tony Makris, 2013 - 2020:

Year	NRA Personnel (All Cards)	Tony Makris (Ackerman issued Card)
2014	\$ 161	\$ 74,302
2015	31,471	-
2016	47,651	-
2017	136,680	-
2018	84,380	2,214
2019	13,803	-
2020	6,155	-
Total	\$ 320,300	\$ 76,516

Total Society Club Related Expenses Charged by NRA Personnel, by Cardholder and Club:

Card Holder	Safari Club International	University Club of Washington D.C.	National Press Club	The Columbia Club	The Georgetown Club	Grand Total
Phillips, Wilson	\$ 1,650	\$ 59,720	\$ 14,663	\$ -	\$ 3,789	\$ 79,823
Poole, Jeffrey	37,860	-	-	-	-	37,860
Sprang, Christopher	12,085	-	-	26,437	-	38,522
Spray, Craig	-	24,786	3,294	-	-	28,080
Schropp, Tyler	3,420	-	-	-	-	3,420
Marcario, Robert	3,100	-	-	-	-	3,100
Froman, Sandra	1,370	-	-	-	-	1,370
Hamlin, Douglas	1,200	-	-	-	-	1,200
Porter, James	554	-	-	-	-	554
Zent, John	345	-	-	-	-	345
Tedrick, Thomas	335	-	-	-	-	335
Weaver, Robert	90	-	-	-	-	90
Keene, David	-	64	-	-	-	64
Total	\$ 62,009	\$ 84,570	\$ 17,957	\$ 26,437	\$ 3,789	\$ 194,762

Sources and Notes:

- American Express statements produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris, pursuant to a subpoena by the NY Office of the Attorney General dated July 1, 2020 (AMEX000001), American Express produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris.
- Expenses charged to golf or society clubs were identified in the AMEX transaction data based on searches of certain search terms, such as “golf”, “club”, et cetera.

NY OAG v. NRA Matter
 Exhibit AMEX 5: AMEX Expense Examples
 Expert Report of Eric Hines, CPA, CFF, CHC

Business and First Class Flights - Illustrative Examples:

Card Holder	NRA / Ackerman Card	Date	Amonut	Description	Bates Ref.
Thomas Tedrick	NRA-Issued Card	6/15/2018	\$ 9,861.01	Business class flight for passenger Carolyn Meadows (former NRA President; Atlanta GA to Paris, France	AMEX009146
Thomas Tedrick	NRA-Issued Card	9/12/2018	\$ 4,614.12	Business class flight for passenger Harold Sheets (former NRA employee); New York City to Tel Aviv, Israel	AMEX009361
Tyler Schropp	NRA-Issued Card	2/27/2019	\$ 554.30	Business class flight for passenger Tyler Schropp; Washington D.C. to Charlotte, North Carolina	AMEX001906
Tony Makris	Ackerman-Issued Card	11/26/2019	\$ 1,091.74	Business Elite class flight for passenger Tony Makris; Los Angeles to Atlanta to Savannah GA	AMEX014003
Tony Makris	Ackerman-Issued Card	5/9/2018	\$ 13,029.31	Business Elite class flight for passenger Tony Makris; Atlanta GA to Johannesburg, South Africa	AMEX013911
Tony Makris	Ackerman-Issued Card	5/9/2018	\$ 13,029.31	Business Elite class flight for passenger Elicia Loughlin; Atlanta GA to Johannesburg, South Africa	AMEX013911

High-end Hotel Expenses - Illustrative Examples:

Card Holder	NRA / Ackerman Card	Date	Amonut	Description	Bates
Thomas Tedrick	NRA-issued Card	1/10/2020	\$131,432.85	La Cantera Resort, Antonio, TX, one night, January 9, 2020 to January 10, 2020	AMEX013386
Douglas Hamlin	NRA-issued Card	10/27/2017	\$9,180.00	Hotel located in Pebble Beach [unknown hotel name], one night October 26, 2017 to October 27, 2017 10/26/17 - 10/27/17	AMEX012679

High-cost Restaurant Expenses - Illustrative Examples:

Card Holder	NRA / Ackerman Card	Date	Amount	Restaurant / Location	Bates
Christopher Sprang	NRA-issued Card	1/24/2018	\$1,510.91	Aquaknox Las Vegas NV	AMEX012773
Christopher Sprang	NRA-issued Card	1/25/2018	\$6,755.98	Aquaknox Las Vegas NV	AMEX012773
Christopher Sprang	NRA-issued Card	1/25/2018	\$8,561.00	Aquaknox Las Vegas NV	AMEX012773
Christopher Sprang	NRA-issued Card	1/26/2018	\$13,284.37	Aquaknox Las Vegas NV	AMEX012773
Carolyn Meadows	NRA-issued Card	1/22/2020	\$5,922.32	BLT Prime At Trump Doral Miami FL	AMEX013393
Carolyn Meadows	NRA-issued Card	7/31/2019	\$3,461.65	Flemings 4403 Charlotte, NC	AMEX013272
Wilson Phillips	NRA-issued Card	6/6/2016	\$4,653.75	Margaritaville Nashville, TN	AMEX001378
Wilson Phillips	NRA-issued Card	6/9/2016	\$4,653.75	Margaritaville Nashville, TN	AMEX001379
Wilson Phillips	NRA-issued Card	5/17/2017	\$9,307.50	Margaritaville Nashville, TN	AMEX001584
Wilson Phillips	NRA-issued Card	6/4/2018	\$9,307.50	Margaritaville Nashville, TN	AMEX001784
Wilson Phillips	NRA-issued Card	4/18/2014	\$3,928.31	Margaritaville Nashville, TN	AMEX001033
Wilson Phillips	NRA-issued Card	5/13/2014	\$5,892.47	Margaritaville Nashville, TN	AMEX001037
Wilson Phillips	NRA-issued Card	5/27/2014	\$2,313.37	Margaritaville Nashville, TN	AMEX001048
Wilson Phillips	NRA-issued Card	6/5/2014	\$3,909.50	Margaritaville Nashville, TN	AMEX001049
Wilson Phillips	NRA-issued Card	6/5/2014	\$5,892.47	Margaritaville Nashville, TN	AMEX001049
Wilson Phillips	NRA-issued Card	5/7/2015	\$4,432.50	Margaritaville Nashville, TN	AMEX001211
Wilson Phillips	NRA-issued Card	6/2/2015	\$3,650.56	Margaritaville Nashville, TN	AMEX001221
Wilson Phillips	NRA-issued Card	6/11/2015	\$4,327.50	Margaritaville Nashville, TN	AMEX001222
Wilson Phillips	NRA-issued Card	6/11/2015	\$4,611.21	Margaritaville Nashville, TN	AMEX001222
Carolyn Meadows	NRA-issued Card	1/2/2019	\$2,518.34	Palm Tysons Mclean, VA	AMEX013124
Carolyn Meadows	NRA-issued Card	5/13/2019	\$1,290.00	Ruth S Chris Steak House, Fairfax, VA	AMEX013205
Carolyn Meadows	NRA-issued Card	6/12/2019	\$2,724.48	Ruth S Chris Steak House, Fairfax, VA	AMEX013222
Carolyn Meadows	NRA-issued Card	1/7/2020	\$857.82	Ruth S Chris Steak House, Fairfax, VA	AMEX013392
Carolyn Meadows	NRA-issued Card	8/6/2019	\$994.59	Ruth S Chris Steak House, Fairfax, VA	AMEX013272
Carolyn Meadows	NRA-issued Card	10/3/2019	\$721.42	The Upperline Restaurant New Orleans, LA	AMEX013320

Sources and Notes:

American Express statements produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris, pursuant to a subpoena by the NY Office of the Attorney General dated July 1, 2020 (AMEX000001), American Express produced 2013 – 2020 credit card statements for accounts associated with the NRA, comprising 40 individual card holders, as well as statements for AMEX cards issued by Ackerman McQueen to Wayne LaPierre and Tyler Schropp, and Tony Makris.

NY OAG v. NRA Matter

Table AMEX.1: Expenses Charged by NRA Personnel, 2013 – 2020

Expert Report of Eric Hines, CPA, CFF, CHC

**Table AMEX.1: Expenses Charged by NRA
Personnel, 2013 – 2020**

Year	Total Expenses
2013	\$ 147,367
2014	7,954,648
2015	10,591,598
2016	10,936,257
2017	11,159,743
2018	10,148,017
2019	6,611,734
2020	2,485,741
Total	\$ 60,035,104

NY OAG v. NRA Matter

Table AMEX.2: Expenses Charged by NRA Personnel, by Category, 2013 – 2020

Expert Report of Eric Hines, CPA, CFF, CHC

**Table AMEX.2: Expenses Charged by NRA
Personnel, by Category, 2013 – 2020**

Year	Total Expenses
Commercial Flights	\$ 10,056,240
High-end Hotels	6,083,675
Limousine Services	562,436
Restaurants	419,591
Golf	320,300
Society Clubs	194,762
Other	42,398,101
Total	\$ 60,035,104

NY OAG v. NRA Matter

AMEX.3: Commercial Flight Expenses Charged by NRA Personnel, 2013 – 2020

Expert Report of Eric Hines, CPA, CFF, CHC

**AMEX.3: Commercial Flight Expenses
Charged by NRA Personnel, 2013 – 2020**

Year	Total Expenses
2013	\$ 45,774
2014	1,811,626
2015	1,615,889
2016	1,758,986
2017	1,723,909
2018	1,621,010
2019	1,301,256
2020	177,789
Total	\$ 10,056,240



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Eric Hines, a Partner with StoneTurn, brings over two decades of experience in forensic accounting, controls & compliance, and dispute consulting engagements. He serves as a consultant to attorneys and corporations in matters involving complex financial and accounting issues. Eric also has extensive experience working with and for Federal and State Government agencies, such as the U.S. Department of Justice (DOJ), U.S. Securities and Exchange Commission (SEC) and State Attorney Agencies.

Eric has led a numerous matters involving the interpretation and application of U.S. Generally Accepted Accounting Principles (GAAP), International Financial Reporting Standards (IFRS) and Generally Accepted Auditing Standards (GAAS). He frequently consults on matters involving the assessment of internal controls, government enforcement and financial reporting issues. Eric has significant experience performing forensic accounting investigations and restatements related to areas such as revenue recognition, complex purchase accounting, fair valuation, transfers of financial assets, promotional allowances, inventory, reserves, kickback payments, taxes and various other financial reporting issues. His engagements frequently involve the use of forensic data analytics to identify indicators of possible fraudulent, abusive or wasteful activities.

Eric also has a wide range of experience in providing support to counsel on litigation matters involving complex finance and accounting issues such as commercial damages, post-acquisition disputes, accounting / audit malpractice and matters involving the False

Education

B.B.A., Accounting,
University of
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Practice Areas

Litigation

Investigations

Compliance & Monitoring

Data Analytics

Eric A. Hines, CPA, CFF, CHC**Partner**

Claims Act (FCA), Anti-Kickback Statute (AKS), Stark Law and other regulations. His significant litigation consulting experience includes pre-trial consulting, attending depositions as counsel's financial and accounting adviser, financial modeling, preparation of reports and providing expert testimony at deposition, trial and arbitration. Eric also has extensive experience on corporate monitoring matters and engagements requiring the assessment of internal controls.

Eric has worked with clients across a range of industries, including pharmaceuticals, medical devices, telecommunications, software, energy, media & entertainment, financial services, manufacturing, consumer products, government, non-profit and healthcare.

Prior to joining StoneTurn, Eric provided forensic and dispute consulting services at Deloitte. He began his career auditing public and private companies. He was also a part-time instructor of postgraduate courses in forensic accounting and fraud examination at Northeastern University in Boston.

Eric is a Certified Public Accountant (licensed in the Commonwealth of Massachusetts), Certified in Financial Forensics and Certified in Healthcare Compliance.

PREVIOUS EXPERIENCE

- Deloitte & Touche LLP (2002 – 2006), Financial Advisory Services, Boston, MA
- Arthur Andersen LLP (2000–2002), Audit, Boston, MA

PUBLICATIONS

- *Cybersecurity and Forensic Accounting Join Forces to Combat Crime*, co-author, Accounting Today, January 2022
- *The Going Concern Question in the COVID-19 Crisis*, co-author, Accounting Today, June 2020

PROFESSIONAL AFFILIATIONS / OTHER

- Certified Public Accountant (CPA) licensed in the Commonwealth of Massachusetts
- Certified in Financial Forensics (CFF) by the American Institute of Public Accountants
- Certified in Healthcare Compliance (CHC) by the Compliance Certification Board
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Association of Certified Fraud Examiners (ACFE)
- Member, Health Care Compliance Association (HCCA)

SELECT PROFESSIONAL EXPERIENCE

Eric A. Hines, CPA, CFF, CHC**Partner**

Accounting Consulting Engagements

- Eric has led numerous investigations into procurement fraud and asset misappropriation, including matters involving fake vendors, kickback schemes, conflicts of interest, payroll fraud and expense fraud.
- Eric has investigated various accounting and financial reporting issues at public and private companies, both domestically and abroad. Many of these matters resulted in financial statement restatements and presentations of findings to regulators, audit committees, banks and other relevant parties. These matters have included such topics as revenue recognition, acquisition accounting, promotional allowances, inventory accounting and reserves.
- Eric has served as accounting and financial advisor to companies and their counsel in post-acquisition disputes. For example, he advised a large international private equity firm on litigation matters involving financial and accounting issues pertaining to its largest portfolio investment, a multibillion dollar public-to-private acquisition.
- Eric has assisted multiple corporations with accounting records reconstruction and financial statement restatements in a variety of industries. For example, he oversaw a large internal controls and restatement project involving the correction of multiple years of financial results for a public registrant. Our analysis covered a variety of financial statement areas, including revenue recognition, reserves, purchase accounting and goodwill and long-lived asset impairment.
- Eric has experience testifying as an expert witness and fact witness in matters involving the analysis and interpretation of accounting records, analyses of transactional data, internal controls, calculation of damages and evaluation of investor claims in securities arbitration.
- Eric provided financial consulting advice and litigation support to a large law firm representing certain defendants in a multibillion dollar securities suit covering topics such as accounting fraud, auditing, investment banking due diligence and issuance of securities.
- Eric has led multiple engagements assisting counsel with defense of corporations and individuals in matters focused on securities fraud, breach of fiduciary duty, healthcare fraud and accounting and audit malpractice.

Healthcare & Pharmaceuticals

- Eric has been engaged by government agencies in multiple matters to serve as an expert and provide financial consulting and forensic accounting services in connection with civil enforcement investigations and related litigation involving allegations of Anti-Kickback Statute violations by medical testing entities and related marketing consulting firms. StoneTurn conducted a flow of funds analysis, assessed the financial statements of the various related parties and performed detailed analyses to link claims paid by federal insurance programs to alleged kickback payments to physicians.

Eric A. Hines, CPA, CFF, CHC**Partner**

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- Eric was engaged as a consultant and expert witness for defendants in a False Claims Act matter involving alleged violations of the Anti-Kickback Statute in the long-term care industry. He prepared an expert report summarizing his analysis and findings of certain processes and internal controls with respect to pricing and contracts involving the provision of pharmacy services primarily to skilled nursing facilities. Eric oversaw a team of forensic accountants and data analytics specialists and evaluated the reasonableness of the Company's internal controls and the financial performance of certain customer contracts to dispense and bill for pharmaceutical products.
 - Eric oversaw an engagement where StoneTurn provided forensic accounting and forensic data analytic services to a publicly-traded pharmaceutical company in connection with joint inquiries by the DOJ and SEC into potential FCPA, product marketing and financial reporting issues. Our work involved detailed analyses of sales through specialty distributors, expense reporting data, payments to government officials and vendors, assessment of patient pre-authorization programs and the creation of visual analytics in a presentation of findings.
 - Eric oversaw multiple engagements where StoneTurn was engaged by the Department of Justice Fraud Section, Civil Division, and the United States Attorney's Office for the District of Massachusetts to assist on matters related to pricing litigation involving pharmaceutical manufacturers around the alleged inflation of average wholesale price (AWP) to industry reporting compendia. Medicare and Medicaid use AWP as a metric to determine reimbursement amounts. StoneTurn conducted data analytics on tens of millions of transactions to identify and review sales and other related data sets relevant to AWP, recalculated drug pricing and benchmarked those against those reported by the manufacturers.
 - Eric led an engagement where StoneTurn was engaged by the DOJ to conduct a pricing analysis and prepare an expert report in a matter involving a pharmaceutical manufacturer's alleged underpayment of Medicaid rebates. Our work involved analyzing millions of sales transactions and creating financial models to analyze bundled prices and, ultimately, quantifying the potential underpayment of Medicaid Rebates.
 - Eric led an engagement where StoneTurn was retained to assess the compliance with reporting requirements of a collaboration agreement requiring a profit split between two pharmaceutical companies. Based upon the requirements set forth in the collaboration agreement, StoneTurn tested the historical profit calculations, compliance with the requirements set forth in the agreement, and quantified the impact of including certain costs that potentially should be excluded from the calculations under the agreement.
 - Eric was engaged to provide financial consulting and forensic accounting services in connection with a civil enforcement investigation and related litigation involving allegations of Anti-Kickback Statute violations by a large hospital system, an ambulance company and a municipal emergency management agency. StoneTurn conducted a flow of funds analysis involving transactions between the parties, assessed the nature of the audit reports provided by the external auditors of the related entities and conducted an analysis of the internal controls, policies, procedures and documentation regarding the arrangement.

Eric A. Hines, CPA, CFF, CHC**Partner**

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- Eric was engaged by a large, publicly traded medical device Company and its counsel to assist with an internal investigation involving potentially improper sales and marketing practices for equipment sales. We analyzed relationships between sales professionals, healthcare providers and third-party financing entities and advised the Company as to the nature of the financial transactions and potential accounting considerations.
 - Eric has assisted with confidential investigations into potential False Claims Act and Anti-Kickback Statute issues involving the reasonableness of amounts paid to entities participating in federal health insurance programs.
 - Eric was engaged by counsel to a mid-sized medical device Company to provide forensic accounting and data analytics services in an internal investigation of potential financial reporting issues.
 - Eric assisted with an internal investigation of a large hospital system in response to a DOJ inquiry into potentially improper billing for outlier patients.
 - Eric led an engagement to assist the Seller and its Counsel in relation to a dispute involving purchase price contingencies for the sale of a pharmacy benefits manager (“PBM”). We assisted the Seller in analyzing the accuracy of earnings reported by the Buyer in connection with an earnout provision, including related to rebates from underlying pharmacy claims processing, drug pricing guarantees and other reported costs incurred by the PBM.

Compliance & Monitoring

- Eric was engaged by a federal agency to provide analysis and consulting advice with respect to whether a state governmental organization complied with a civil consent decree. The matter required an assessment of corrective actions, controls, and evaluation of the manner in which funds were used by various non-profit beneficiaries of certain programs.
- Eric led a team engaged as the Monitor to a large, publicly-traded mortgage servicer in accordance with a regulatory agreement. This engagement involved the review of internal controls regarding the entity’s policies and practices for servicing mortgages and evaluating compliance with relevant federal, state and industry regulations.
- Eric has significant experience with matters involving the design and execution of forensic data analytics to identify indicators of possible fraudulent, abusive or wasteful activities. For example, he oversaw a matter in which StoneTurn was engaged by the Vermont State Auditor’s Office, at the direction of the Governor, to conduct a forensic analysis of payroll transactions and perform a review of processes and procedures relating to the reporting of overtime at the Vermont Department of Public Safety.
- Eric led a team engaged as Independent Consultants to monitor, evaluate and report on the policies and procedures pertaining to revenue recognition of a large software company pursuant to a settlement with the SEC.

Eric A. Hines, CPA, CFF, CHC**Partner**

This engagement required the approval of the appointment by the SEC and submission of a detailed report to the Staff of the SEC.

- Eric was responsible for multiple matters where the Office of the Massachusetts Attorney General appointed StoneTurn to serve as trustee to oversee the management and distribution of multimillion dollar remediation settlement funds. StoneTurn was responsible for establishing and overseeing custody and trustee accounts and for developing and executing the controls and protocols over the interim investment of, and ultimately the disbursement, of settlement funds.



Eric A. Hines

CPA, CFF, CHC

Partner

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Boston
75 State Street
Suite 902
Boston, MA 02109

TESTIMONIAL EXPERIENCE

2022 United States of America, ex rel. Marc Silver, et al, vs Omnicare, Inc., PharMerica Corp., et al

Expert witness regarding forensic accounting and internal controls in an Anti-Kickback Statute and False Claims Act matter

Deposition Testimony

United States District Court for the District of New Jersey

Case No. 11-1326

2021 Ross Richardson, et al, vs. Travelers Casualty and Surety Company of America

Expert witness regarding forensic accounting in an insurance coverage dispute regarding an ERISA matter involving use of proceeds from a benefit plan transaction

Deposition Testimony

United States District Court for the District of Montana, Great Falls Division

Case No. 4.19-cv-00065

Education

B.B.A., Accounting,
University of
Massachusetts—
Amherst

Practice Areas

Litigation
Investigations
Compliance & Monitoring
Data Analytics

Eric A. Hines, CPA, CFF, CHC
Partner

2020 United States of America, vs. Physician's Choice Laboratory Services, LLC, Douglas Smith, Philip McHugh and Manoj Kumar

Expert witness regarding forensic accounting and economic damages in an Anti-Kickback Statute and False Claims Act matter

Deposition Testimony

United States District Court for the Western District of North Carolina, Charlotte Division

Case No. 3:17-CV-37

2018 United States of America, vs. Paramedics Plus, LLC, East Texas Medical Center Regional Healthcare System, Inc., East Texas Medical Center Regional Health Services, Inc., Emergency Medical Services Authority, and Herbert Stephen Williamson

Expert witness regarding forensic accounting and internal controls in an Anti-Kickback Statute and False Claims Act matter

Deposition Testimony

United States District Court for the Eastern District of Texas

Case No. 4:14-CV-203

2017 United States of America v. Berkeley Heartlab, Inc., Quest Diagnostics Incorporated, Bluewave Healthcare Consultants, Inc., Health Diagnostic Laboratory, Inc., and Singulex, Inc.

Expert witness regarding forensic accounting, economic damages and analysis of flow of funds in an Anti-Kickback Statute and False Claims Act matter

Deposition & Trial Testimony

United States District Court for the District of South Carolina

Case No. 9:11-cv-01593-RMG

**Eric A. Hines, CPA, CFF, CHC
Partner**

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| 2013 | Richard J. Engel and Marise A. Engel v. MML Investors Services, LLC, Brion Scott Collins, Jack Richard Kapinus, Todd William Sivak and Gary Michael Tsoumas | Expert witness regarding calculation of total investment profit and loss in connection with a FINRA claim
Arbitration Testimony
FINRA – Milwaukee, WI
Case Number: 11-03793 |
| 2012 | Michelle Williamson-Green, as Administratrix of the Estate of James W. Williamson IV v. Reliable Roofing and Sheet Metal, LLC, Equipment 4 Rent, Inc., and Grove U.S. LLC | Expert witness regarding economic damages in a wrongful death dispute
Trial Testimony
Superior Court of the Commonwealth of Massachusetts
Civil Action No. 09-1682A |
| 2011 | Stuart E. Marks v. Southcoast Hospitals Group, Inc., and Tobey Homestead Restoration Trust | Summary fact witness regarding the nature of financial activity involving a series of trust accounts
Trial Testimony
Superior Court of the Commonwealth of Massachusetts
Civil Action No. 02-1284 |
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 Summary of Documents Considered
 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
NRA-NYAG-00021379	NYAG-00040357 (top concerns memo).pdf
NRA-NYAGCOMMDIV-01528396	Excerpt from NRA-NYAGCOMMDIV-01528281 (updated travel policy).pdf
NRA-NYAGCOMMDIV-00007666	NRA-NYAGCOMMDIV-00007666 (2019 employee handbook).pdf
NRA-NYAGCOMMDIV-00008897	NRA-NYAGCOMMDIV-00008897 (2020 policy manual).pdf
NRA-NYAGCOMMDIV-00009497	NRA-NYAGCOMMDIV-00009497 (2020 employee handbook).pdf
NRA-NYAG-00011099	NYAG-00030077 (2012 WLP procurement memo).pdf
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NRA-NYAGCOMMDIV-00060833	20220617 CharlesCotton Exhibit 3.pdf
NRA-NYAGCOMMDIV-00060839	20220617 CharlesCotton Exhibit 4.pdf
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	20220617 CharlesCotton Exhibit 7.pdf
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NRA-NYAGCOMMDIV-00022192	20220617 CharlesCotton Exhibit 17.pdf
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NRA-NYAG-00007789	20220617 CharlesCotton Exhibit 20.pdf
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Aronson NRA0046027	20220617 CharlesCotton Exhibit 23.pdf
Aronson NRA0046066	20220617 CharlesCotton Exhibit 24.pdf
NRAB 00003402	20220617 CharlesCotton Exhibit 25.pdf
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NRA-NYAGCOMMDIV-0010289	20220617 CharlesCotton Exhibit NRA2.pdf
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NYAG-00293938	20220617 CharlesCotton Exhibit NRA9.pdf
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NRA-NYAG-00006337	20220617 CharlesCotton Exhibit NRA14.pdf
	20220617 CharlesCotton Exhibit NRA15.pdf
	20220617 CharlesCotton Exhibit NRA17.pdf

NY OAG v. NRA Matter
 Summary of Documents Considered
 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00886435	20220617 CharlesCotton Exhibit NRA18.pdf
NRA-NYAGCOMMDIV-01078649	20220615 DavidCoy Exhibit NRA1.pdf
	20220615 DavidCoy Exhibit 1(1).pdf
NRA-NYAGCOMMDIV-01078649	20220615 DavidCoy Exhibit 1.pdf
Aronson NRA0046027	20220615 DavidCoy Exhibit 2.pdf
NRA-NYAG-COMMDIV-00686689	20220615 DavidCoy Exhibit 3.pdf
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NRA-NYAGCOMMDIV-00537731	20220616 MichaelErstling Exhibit 20.pdf
NRA-NYAGCOMMDIV-00532005	20220616 MichaelErstling Exhibit 21.pdf

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 Summary of Documents Considered
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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-01312941	20220616 MichaelErstling Exhibit 22.pdf
NRA-NYAGCOMMDIV-01535929	20220616 MichaelErstling Exhibit 23.pdf
NYAG-00052268	20220616 MichaelErstling Exhibit 24.pdf
NRA-NYAGCOMMDIV-00573025	20220616 MichaelErstling Exhibit 25.pdf
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MMP0000395	20220627 WayneLaPierre Exhibit 1.pdf
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NYAG-00009658	20220627 WayneLaPierre Exhibit 19.pdf
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	5264418-2 with exhibits LinkPDF.pdf
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 Summary of Documents Considered
 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
	5254250-1 with exhibits LinkPDF.pdf
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	rough62822.pdf
	1 of 2 Phillips Lit. Trans.pdf
	1 of 2 Phillips Lit. Trans - Redacted.pdf
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NRA-NYAG-00011099	WilsonHPhillipsJr 2.pdf
NYAG-00042328	WilsonHPhillipsJr 3.pdf
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NRA-BK-00040371	WilsonHPhillipsJr 5.pdf
BROWNELLS00000358	WilsonHPhillipsJr 6.pdf
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NY OAG v. NRA Matter
 Summary of Documents Considered
 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
	WilsonHPhillipsJr_23_Pdf.xlsx
NRA-NYAG-00027279	WilsonHPhillipsJr_24.pdf
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NRA-NYAG-00015517	WilsonHPhillipsJr_26.pdf
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	WilsonHPhillipsJr_LinkPDF.pdf
	2 of 2 Phillips Lit. Trans - Redacted.pdf
	2 of 2 Phillips Lit. Trans.pdf
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	Phillips Lit. Depo - Signed Errata for 2021.10.18.pdf
	Phillips Lit. Trans - 10.18.2021 - Condensed.pdf
	Phillips Lit. Trans - 10.18.2021 - Full.pdf
	GregPlottsV2_PDFTran.pdf
	GregPlotts Day 2_COND.pdf
	GregPlottsV2_22.pdf
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	GregPlottsV2_24_Pdf.xlsx
	GregPlottsV2_25_Pdf.xlsx
	GregPlottsV2_26_Pdf.xlsx
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	GregPlottsV2_28_Pdf.xlsx
	GregPlottsV2_LinkPDF.pdf
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Aronson_NRA0003562	GregPlotts_11.pdf
Aronson_NRA0003934	GregPlotts_12.pdf

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 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
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	Exhibit_0003 - TAB 29.1 - PS 620 Aronson_NRA0003883_Confidential.xlsx
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	Exhibit_0005 - TAB 8.1 - Aronson_NRA0064439_CONFIDENTIAL.xlsx
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	Exhibit_0007 - TAB 14.2 - NRA_investigation_the_financial_mismanagement_crisis_explained - Vox.pdf
	Exhibit_0008 - TAB 14.3 - NRA_Money_Went_Board_Members_Amid_Financial_Trouble_Report.pdf
Aronson_NRA0003959	Exhibit_0009 - TAB 42 - Aronson_NRA0003959.pdf
Aronson_NRA0003562	Exhibit_0011 - TAB 37 - Aronson_NRA0003562.pdf
Aronson_NRA0003934	Exhibit_0012 - TAB 38 - Aronson_NRA0003934.pdf
Aronson_NRA0003936	Exhibit_0013 - TAB 39 - Aronson_NRA0003936.pdf
Aronson_NRA0003938	Exhibit_0014 - TAB 40 - Aronson_NRA0003938.pdf
Aronson_NRA0011350	Exhibit_0015 - TAB 20 - Aronson_NRA0011350.pdf
Aronson_NRA0046027	Exhibit_0016 - TAB 70 - Aronson_NRA0046027.pdf
	Exhibit_0017 - TAB 3 - 2021.04.29_BK_AM_Trans_Excerpt - Plotts_Testimony.pdf
Aronson_NRA0063591	Exhibit_0018 - TAB 68 - Aronson_NRA0063591.pdf
Aronson_NRA0059973	Exhibit_0019 - TAB 67 - Aronson_NRA0059973.pdf
Aronson_NRA0073004	Exhibit_0020 - TAB 97 - Aronson_NRA0073004.pdf
Aronson_NRA0073005	Exhibit_0021 - TAB 97.1 - Aronson_NRA0073005.pdf
	Exhibit_28 - TAB 83 - Aronson_NRA0045711_CONFIDENTIAL.xlsx
	Exhibit_22 - TAB 52 - NRA_2019_990 - 02-21-64.pdf
Aronson_NRA0063748	Exhibit_23 - TAB 30 - Aronson_NRA0063748.pdf
	Exhibit_24 - TAB 31 - Aronson_NRA0043194_CONFIDENTIAL.xlsx
	Exhibit_25 - TAB 82 - Aronson_NRA0045626_CONFIDENTIAL.xlsx
	Exhibit_26 - TAB 79 - Aronson_NRA0045710.xlsx
Aronson_NRA0045633	Exhibit_27 - TAB 85 - Aronson_NRA0045633.pdf
	CraigBSpray_LinkPDF.pdf
	0 - CraigBSpray_PDFTran - 2022.01.14.pdf
	0 - CSpray_TranscriptErrors.03182022.pdf
	0 - Spray_Errata + Acknowledgment.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00820289	CraigBSpray_1.pdf
NRA-NYAGCOMMDIV-00820295	CraigBSpray_2.pdf
NRA-NYAGCOMMDIV-00820305	CraigBSpray_3.pdf
	CraigBSpray_4.pdf
NRA-NYAGCOMMDIV-00820405	CraigBSpray_5.pdf
NRA-NYAGCOMMDIV-00101796	CraigBSpray_6.pdf
NYAG-00016408	CraigBSpray_7.pdf
NRA-NYAGCOMMDIV-00327693	CraigBSpray_8.pdf
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NRA-NYAGCOMMDIV-00500295	CraigBSpray_10.pdf
NRA-NYAGCOMMDIV-00703329	CraigBSpray_11.pdf
NRA-NYAGCOMMDIV-00503970	CraigBSpray_12.pdf
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	CraigBSpray_38.pdf
NRA-NYAGCOMMDIV-00819920	CraigBSpray_39.pdf
NRA-NYAGCOMMDIV-00891 084	CraigBSpray_40.pdf
NRA-NYAGCOMMDIV-00080350	CraigBSpray_41.pdf
Aron son NRA0031146	CraigBSpray_42.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00081976	CraigBSpray_43.pdf
NRA-NYAGCOMMDIV-00612434	CraigBSpray_44.pdf
NRA-NYAGCOMMDIV-00891 028	CraigBSpray_45.pdf
NRA-NYAGCOMMDIV-00523816	CraigBSpray_46.pdf
	CraigBSpray_COND.pdf
	Cotton, C. - 3-27-2021 Tran.pdf
	Cotton D1 Ex.1.pdf
	Cotton D1 Ex.2.pdf
	Cotton D1 Ex.3.pdf
	Cotton D1 Ex.4.pdf
	Cotton D1 Ex.5.pdf
	Cotton D1 Ex.6.pdf
	Cotton D1 Ex.7.pdf
	Cotton D1 Ex.8.pdf
	Cotton D1 Ex.9.pdf
NRA-BK-00060837	Cotton D1 Ex.10.pdf
	Cotton D1 Ex.11.pdf
	Cotton D1 Ex.12.pdf
	Cotton, C. - 3-27-2021 COND.pdf
	Cotton, C. - 3-27-2021 LinkPDF.pdf
	CottonV2CorpRep D2 - 3-28-2021 Tran.pdf
	CottonV2CorpRep - Ex.8.pdf
	CottonV2CorpRep - Ex.11.pdf
NRA-BK-00102035	CottonV2CorpRep - Ex.13.pdf
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NRA-BK-00106015	CottonV2CorpRep - Ex.15.pdf
NRA-BK-00104231	CottonV2CorpRep - Ex.16.pdf
NRA-BK-00039133	CottonV2CorpRep - Ex.17.pdf
	CottonV2CorpRep - Ex.18.pdf
	CottonV2CorpRep - Ex.151.pdf
	CottonV2CorpRep - Ex.166.pdf
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	CottonV2CorpRep - Ex.168.pdf
	CottonV2CorpRep - Ex.169.pdf
	CottonV2CorpRep - Ex.170.pdf
	CottonV2CorpRep - Ex.171.pdf
	CottonV2CorpRep - Ex.172.pdf
	CottonV2CorpRep D2 - 3-28-2021 COND.pdf
	CottonV2CorpRep D2 - 3-28-2021 LinkPDF.pdf
	Excerpt 4-6-21 PM NRA Trial- Cotton Testimony..pdf
	Excerpt 4-5-21 PM NRA Trial-Cotton Testimony..pdf
	Excerpt 4-6-21 AM NRA Trial-Cotton Testimony..pdf

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Bates Begin	File Name / Description
	Excerpt 4-22-21 AM NRA Trial- Erstling Testimony..pdf
	Excerpt 4-21-21 PM NRA Trial- Erstling Testimony..pdf
	LaPierre, W. V1 3-22-2021 Trans.pdf
	LaPierre V1 Ex.1.pdf
	LaPierre V1 Ex.2.pdf
	LaPierre V1 Ex.3.pdf
	LaPierre V1 Ex.3.xlsx
NYAG-00120792	LaPierre V1 Ex.4.pdf
NYAG-00120797	LaPierre V1 Ex.5.pdf
NRA-NYAG-00040681	LaPierre V1 Ex.6.pdf
	LaPierre, W. V1 3-22-2021 COND.pdf
	LaPierre, W. V1 3-22-2021 LinkPDF.pdf
	LaPierre, W. V2 3-23-2021 Tran.pdf
	LaPierre V2 Ex.1.pdf
	LaPierre V2 Ex.2.pdf
	LaPierre V2 Ex.3.pdf
	LaPierre V2 Ex.7.pdf
	LaPierre V2 Ex.8.pdf
	LaPierre V2 Ex.9.pdf
	LaPierre V2 Ex.10.pdf
	LaPierre V2 Ex.11.pdf
	LaPierre V2 Ex.12.pdf
	LaPierre V2 Ex.13.pdf
	LaPierre V2 Ex.59.pdf
	LaPierre V2 Ex.65.pdf
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	LaPierre V2 Ex.74.pdf
	LaPierre V2 Ex.76.pdf
	LaPierre V2 Ex.90.pdf
	LaPierre V2 Ex.91.pdf
	LaPierre V2 Ex.109.pdf
	LaPierre V2 Ex.128.pdf
NRA-BK-00039761	LaPierre V2 Ex.148.pdf
NRA-AMc_00057337	LaPierre V2 Ex.152.pdf
	LaPierre, W. V2 3-23-2021 COND.pdf
	LaPierre, W. V2 3-23-2021 LinkPDF.pdf
	Excerpt 4-29-21 AM NRA Trial- LaPierre Testimony..pdf
	Excerpt 4-7-21 PM NRA Trial- LaPierre Testimony..pdf
	Excerpt 4-8-21 AM NRA Trial- LaPierre Testimony..pdf
	Excerpt 4-8-21 PM NRA Trial- LaPierre Testimony..pdf
	WilsonHPhillipsJr_PDFTran HIGHLIGHTED.pdf
	Dkt. 386 - Protective Order - Phillips - Filed 2021.03.19.pdf

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Bates Begin	File Name / Description
	Phillips Ex.1.pdf
	Phillips Ex.2.pdf
	Phillips Ex.3.pdf
	Phillips Ex.4.pdf
	Phillips Ex.5.pdf
NRA-BK-00056090	Phillips Ex.6.pdf
NRA-NYAG-00009691	Phillips Ex.7.pdf
NRA-NYAG-00009463	Phillips Ex.8.pdf
NRA-NYAG-00005079	Phillips Ex.9.pdf
	Phillips Ex.10.pdf
	Phillips Ex.11.pdf
	Phillips Ex.12.pdf
	Phillips Ex.59.pdf
NRA-AMc 00057263	Phillips Ex.80.pdf
NRA-AMc-00068307	Phillips Ex.86.pdf
NRA-AMc-00068309	Phillips Ex.87.pdf
	Phillips Ex.A.pdf
N RA-NYAG-00023350	Phillips Ex.B.pdf
	Phillips Ex.C.pdf
NRA-NYAG-00084341	Phillips Ex.D.pdf
N RA-NYAG-00023357	Phillips Ex.E.pdf
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	Phillips Ex.I.pdf
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NYAG-311033	Phillips Ex.K.pdf
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NYAG-00030239	Phillips Ex.M.pdf
AMc-0030704	Phillips Ex.N.pdf
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NRA-NYAG-00075001	Phillips Ex.R.pdf
NRAFD000697	Phillips Ex.RandS.pdf
	Phillips Ex.S.pdf
	Phillips Ex.T.pdf
	Phillips, Jr. W. 3-19-2021 COND.pdf
	Phillips, Jr. W. 3-19-2021 LinkPDF.pdf
	Phillips, Jr. W. 3-19-2021 Trans.pdf
	Excerpt 4-20-21 AM NRA Trial- Phillips Testimony.pdf
	Plotts 2022.04.18 Trans Excerpts for 5.4.22 Brief.pdf

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 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
	Excerpt 4-29-21 AM NRA Trial- Plotts Testimony..pdf
	Rowling, S. 3-15-2021 Trans.pdf
	Rowling Ex.1.pdf
	Rowling Ex.2.pdf
	Rowling Ex.3.pdf
NRA-NYAG-00017220	Rowling Ex.4.pdf
NRA-NYAG-00062182	Rowling Ex.5.pdf
	Rowling Ex.6.pdf
	Rowling Ex.7.pdf
	Rowling Ex.8.pdf
	Rowling Ex.9.xlsx
	Rowling Ex.10.xlsx
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NRA-BK-00001864	Rowling Ex.12.pdf
	Rowling Ex.AMc6.pdf
	Rowling Ex.AMc14.pdf
	Rowling Ex.AMc22.pdf
	Rowling Ex.AMc24.pdf
	Rowling Ex.AMc59.pdf
NRA-AMc_00063924	Rowling Ex.AMc84.pdf
	Rowling Ex.AMc127.pdf
	Rowling Ex.UCC1.pdf
	Rowling, S. 3-15-2021 COND.pdf
	Rowling, S. 3-15-2021 LinkPDF.pdf
	Excerpt 4-23-21 PM NRA Trial- Rowling Testimony..pdf
	Excerpt 4-8-21 PM NRA Trial- Rowling Testimony..pdf
	Excerpt 4-13-21 AM NRA Trial- Rowling Testimony..pdf
	Excerpt 4-23-21 AM NRA Trial- Rowling Testimony..pdf
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	CraigSpray_24.pdf
OLN00216	CraigSpray_26.pdf

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Bates Begin	File Name / Description
	CraigSpray_59.pdf
NRA-NYAG-00000211	CraigSpray_71.pdf
NYAG-00000489	CraigSpray_149.pdf
	CraigSpray_COND.pdf
	CraigSpray_LinkPDF.pdf
	Excerpt 4-13-21 PM NRA Trial- Spray Testimony..pdf
	Excerpt 4-16-21 AM NRA Trial- Spray Testimony..pdf
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NRA-NYAGCOMMDIV-00012803	Exhibit 0039 - TAB 109 - NRA-NYAGCOMMDIV-00012803.pdf
Aronson_NRA0023704	Exhibit 0036 - TAB 120.3 - Aronson_NRA0023704.xlsx
NRA-NYAGCOMMDIV-01291463	Exhibit 0038 - TAB 108 - NRA-NYAGCOMMDIV-01291463 combined.pdf
	2020 NRA 990.pdf
	2012 NRA 990.pdf
	2014 NRA 990.pdf
	2015 NRA 990.PDF
	2016 NRA 990.PDF
	2017 Addtnl NRA 990.PDF
	2017 NRA 990.pdf
	2018 NRA 990.pdf
	2019 NRA 990.pdf
	Wells Fargo Business Records Declaration.pdf
ATI00003578	ATI00003578_image.pdf
MMP0000409	MMP0000409.pdf
NRA-NYAG-00020634	NRA-NYAG-00020634_image (Allegiance Business Case).pdf
NRA-NYAGCOMMDIV-00008642	NRA-NYAG-00023831 (Worksheet on 10% escalation for Allegiance, Concord, and MMP).xlsx
	NRA-NYAGCOMMDIV-00008642_image.pdf
	NRA-NYAGCOMMDIV-00012803.pdf
	NRA-NYAGCOMMDIV-00028905 - GL Transactions 2018.xlsx
	NRA-NYAGCOMMDIV-00028906 - GL Transactions 2019.xlsx
	NRA-NYAGCOMMDIV-00028907 - GL Transactions 2020.xlsx
NRA-NYAGCOMMDIV-00315390	NRA-NYAGCOMMDIV-315390.pdf
NRA-NYAGCOMMDIV-00874669	NRA-NYAGCOMMDIV-00874669_MMP First Amendment.pdf.pdf
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NRA-NYAGCOMMDIV-00874679	NRA-NYAGCOMMDIV-00874679_Allegiance 2nd Amendment 2015.pdf.pdf
NRA-NYAGCOMMDIV-00874689	NRA-NYAGCOMMDIV-00874689_MMP Contract 2011.pdf
NRA-NYAGCOMMDIV-00874698	NRA-NYAGCOMMDIV-00874698_Allegiance Contract 2011.pdf.pdf
NRA-NYAGCOMMDIV-00874709	NRA-NYAGCOMMDIV-00874709_MMP 2nd Amendment.pdf
NRA-NYAGCOMMDIV-00874711	NRA-NYAGCOMMDIV-00874711_Allegiance 3rd Amendment 2017.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-01318673	NRA-NYAGCOMMDIV-01318673 Concord 1st Amendment.pdf
NRA-NYAGCOMMDIV-01318675	NRA-NYAGCOMMDIV-01318675 - Concord Contract 2011.pdf
NRA-NYAGCOMMDIV-01318683	NRA-NYAGCOMMDIV-01318683 - Concord 2nd Amendment.pdf
NRA-NYAGCOMMDIV-01346701	NRA-NYAGCOMMDIV-01346701 - Allegiance Contract Review Sheet and BCA.pdf
NRA-NYAGCOMMDIV-01536468	NRA-NYAGCOMMDIV-01536468 - 2022-06-01 Allegiance 8th Amendment.pdf
NRA-NYAGCOMMDIV-01536473	NRA-NYAGCOMMDIV-01536473 2022-07-01 Allegiance 9th Amendment.pdf.pdf
NRA-NYAGCOMMDIV-01536478	NRA-NYAGCOMMDIV-01536478 2022-02-01 Allegiance 6th Amendment.pdf.pdf
NRA-NYAGCOMMDIV-01536483	NRA-NYAGCOMMDIV-01536483 2022-05-01 Allegiance 7th Amendment.pdf.pdf
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	Tab 1 - MMP Virginia State Corp. Comm. - 9.15.11 Membership Advisors LLC Incorporation.pdf
	Tab 2 - MMP Virginia State Corp. Commission - 10.24.11 Name Change.pdf
	Tab 3 - Concord VA Certificate of Incorporation - Membership Advisors Public Relations.pdf
	Tab 4 - Allegiance 9.14.11 Application for Cert. of Registration - VA Corp. Comm..pdf
	Tab 5 - Allegiance 10.24.11 Am. App. for Cert. of Registration - VA Corp. Comm..pdf
NRA-NYAGCOMMDIV-00205081	NRA-NYAGCOMMDIV-00205081_image.pdf
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NRA-NYAGCOMMDIV-00076988	NRA-NYAGCOMMDIV-00058309.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00077220	NRA-NYAGCOMMDIV-00076988.pdf
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	5205806-1 Cond COND.pdf
	5205806-1 PDFTran.pdf
	5205806-1 with exhibits LinkPDF.pdf
NRA-NYAGCOMMDIV-01515550	20220426 ToddGrable Exhibit 1.pdf
NRA-NYAGCOMMDIV-00777654	20220426 ToddGrable Exhibit 2.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00414892	20220426 ToddGrable Exhibit 3.pdf
NRA-NYAGCOMMDIV-00523812	20220426 ToddGrable Exhibit 4.pdf
NRA-NYAGCOMMDIV-00337449	20220426 ToddGrable Exhibit 5.pdf
NRA-NYAGCOMMDIV-00874665	20220426 ToddGrable Exhibit 6.pdf
NRA-NYAGCOMMDIV-00533979	20220426 ToddGrable Exhibit 7.pdf
NRA-NYAGCOMMDIV-00791 921	20220426 ToddGrable Exhibit 8.pdf
NRA-NYAGCOMMDIV-00970288	20220426 ToddGrable Exhibit 9.pdf
NRA-NYAGCOMMDIV-00536595	20220426 ToddGrable Exhibit 10.pdf
NRA-NYAGCOMMDIV-00538613	20220426 ToddGrable Exhibit 11.pdf
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NRA-NYAGCOMMDIV-00536420	20220426 ToddGrable Exhibit 16.pdf
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NRA-NYAGCOMMDIV-00200464	20220426 ToddGrable Exhibit 19.pdf
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NRA-NYAGCOMMDIV-00829721	20220426 ToddGrable Exhibit 21.pdf
NRA-NYAGCOMMDIV-00835799	20220228 GayleStanford Exhibit 23.pdf
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	5099119-1 PDFTran.pdf
	5099119-1 with exhibits LinkPDF.pdf
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	20220228 GayleStanford Exhibit 2.pdf
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NYAG-STANFORD-00000001	20220228 GayleStanford Exhibit 4.pdf
NRA-NYAGCOMMDIV-00606872	20220228 GayleStanford Exhibit 5.pdf
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NRA-NYAGCOMMDIV-00216552	20220228 GayleStanford Exhibit 18.pdf
NYAG-STANFORD-00007270	20220228 GayleStanford Exhibit 19.pdf

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 Expert Report of Eric Hines, CPA, CFF, CHC

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NRA-NYAGCOMMDIV-00272314	20220228_GayleStanford_Exhibit_22.pdf
NRA-BK-00100166	2019 GS2 Contract.pdf
NRA-NYAGCOMMDIV-00010113	2019 GS2 Business Case Analysis.pdf
NYAG-STANFORD-00001006	RTR Invoices (NYAG-STANFORD-1006-1883).pdf
NRA-NYAGCOMMDIV-00376757	2012 GS2 Invoices - NRA-NYAGCOMMDIV-00376757_image.pdf
NRA-NYAGCOMMDIV-00376682	2013 GS2 Invoices - NRA-NYAGCOMMDIV-00376682_image.pdf
NRA-NYAGCOMMDIV-00376597	2014 GS2 Invoices - NRA-NYAGCOMMDIV-00376597_image.pdf
NRA-NYAGCOMMDIV-00376498	2015 GS2 Invoices - NRA-NYAGCOMMDIV-00376498_image.pdf
NRA-NYAGCOMMDIV-00376837	2016 GS2 Invoices - NRA-NYAGCOMMDIV-00376837_image.pdf
NRA-NYAGCOMMDIV-00376933	2017 GS2 Invoices - NRA-NYAGCOMMDIV-00376933_image.pdf
NRA-NYAGCOMMDIV-00984604	2018 GS2 Invoices - NRA-NYAGCOMMDIV-00984604_image.pdf
NRA-NYAGCOMMDIV-00985024	2019 GS2 Invoices - NRA-NYAGCOMMDIV-00985024_image.pdf
AM-00000063	Ackerman Letter re. \$4,000 monthly fee.pdf
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NRA-NYAGCOMMDIV-00867607	NRA-NYAGCOMMDIV-00867607
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	LaPierre Exam transcript (Day 1 and 2 combined) - no index.pdf
NYAG-00009091	LaPierre Exam Transcript (Day 1 and 2 combined) (condensed) v2.pdf
	LaPierre Exam transcript (Day 1 and 2 combined).pdf
NYAG-00009091	LaPierre Exam Transcript Day 1 - NYAG00009091 (condensed).pdf
NYAG-00009823	LaPierre Exam Transcript Day 2 - NYAG-00009823.pdf
NYAG-00009822	LaPierre Exam Ex. 36 - NYAG-00009822.pdf
NYAG-00007156	LaPierre Exam Ex. 1 - NYAG-00007156.pdf
NYAG-00007268	LaPierre Exam Ex. 2 - NYAG-00007268.pdf
NYAG-00007274	LaPierre Exam Ex. 3 - NYAG-00007274.pdf
NYAG-00007282	LaPierre Exam Ex. 4 - NYAG-00007282.pdf
NYAG-00007274	LaPierre Exam Ex. 5 - NYAG-00007274.pdf
NYAG-00007283	LaPierre Exam Ex. 5 - NYAG-00007283.pdf

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NYAG-00007286	LaPierre Exam Ex. 7 - NYAG-00007286.pdf
NYAG-00007288	LaPierre Exam Ex. 8 - NYAG-00007288.pdf
NYAG-00007289	LaPierre Exam Ex. 9 - 00007289.pdf
NYAG-00007164	LaPierre Exam Ex. 10 - NYAG-00007164.pdf
NYAG-00007172	LaPierre Exam Ex. 11 - NYAG-00007172.pdf
NYAG-00009596	LaPierre Exam Ex. 12 - NYAG-00009596.pdf
NYAG-00009597	LaPierre Exam Ex. 13 - NYAG-00009597.pdf
NYAG-00009598	LaPierre Exam Ex. 14 - NYAG-00009598.pdf
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NYAG-00009782	LaPierre Exam Ex. 34 - NYAG-00009782.pdf
NYAG-00009818	LaPierre Exam Ex. 35 - NYAG-00009818.pdf
NYAG-00024053	Phillips - 2019 COI Questionnaire - NYAG-00024053.pdf
NYAG-00009654	LaPierre - 2016 COI Questionnaire - NYAG-00009654.pdf
NYAG-00009658	LaPierre - 2017 COI Questionnaire - NYAG-00009658.pdf
NYAG-00009662	LaPierre - 2018 COI Questionnaire - NYAG-00009662.pdf
NRA-NYAGCOMMDIV-00199567	LaPierre - 2020 COI Questionnaire - NRA-NYAGCOMMDIV-00199567.pdf
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NRA-NYAGCOMMDIV-01536493	LaPierre - 2022 COI Questionnaire - NRA-NYAGCOMMDIV-01536493.pdf
NYAG-00021549	Phillips - 2016 COI Questionnaire - NYAG-00021549.pdf
NYAG-00028669	Phillips - 2017 COI Questionnaire - NYAG-00028669.pdf
NYAG-00028441	Phillips - 2018 COI Questionnaire - NYAG-00028441.pdf
	20220505 LisaSupernaugh Exhibit 43.pdf

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Bates Begin	File Name / Description
	5214481-1 Cond COND.pdf
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	5214481-1 with exhibits LinkPDF.pdf
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NRA-NYAGCOMMDIV-00716288	20220505 LisaSupernaugh Exhibit 39.pdf

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Bates Begin	File Name / Description
JP-0016827	20220505 LisaSupernaugh Exhibit 40.pdf
NYAG-000 17739	20220505 LisaSupernaugh Exhibit 41.pdf
NYAG-00283808	20220505 LisaSupernaugh Exhibit 42.pdf
	5264359-1 Cond COND.pdf
	5264359-1 PDFTran.pdf
	5264359-1 with exhibits LinkPDF.pdf
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NYAG-00041332	20220606 GurneySloan Exhibit 2.pdf
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	5344521-1 PDFTran.pdf
	5344521-1 with exhibits LinkPDF.pdf
	20220729 JohnFrazer Exhibit 1.pdf
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NRA-NYAGCOMMDIV-00199293	20220729 JohnFrazer Exhibit 3.pdf
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	20220729 JohnFrazer Exhibit 8 Pdf.xlsx
	20220809 JohnFrazer Exhibit NRA011.pdf
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	5360821-1 PDFTran.pdf
	5360821-1 with exhibits LinkPDF.pdf
	20220809 JohnFrazer Exhibit 11.pdf
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NRA-NYAGCOMMDIV-00831775	20220809 JohnFrazer Exhibit NRA008.pdf
NRA-NYAG-00023350	20220809 JohnFrazer Exhibit NRA009.pdf
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NRA-NYAGCOMMDIV-01520998	Frazer, John Deposition Transcript - NRA-NYAGCOMMDIV-01520998_image.pdf

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NRA-NYAG-00022702	NYAG-00041680.pdf
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	Exhibit 3 - TAB 91 - 02-21-64 NRA 2020 CHAR500 + 990 + Financial.pdf
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NRA-NYAGCOMMDIV-00704351	Exhibit 31 - TAB 58 - NRA-NYAGCOMMDIV-00704351.pdf
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NRA-NYAG-COMMDIV-01196074	Exhibit 32 - Tab 62 - REDACTED NRA-NYAGCOMMDIV-01196074.pdf
NRA-NYAGCOMMDIV-01100549	Exhibit 33 - TAB 88 - NRA-NYAGCOMMDIV-01100549 image.pdf
NRA-NYAGCOMMDIV-00710331	Exhibit 34 - TAB 43 - NRA-NYAGCOMMDIV-00710331.pdf

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Bates Begin	File Name / Description
NRA-NYAG-00005219	Exhibit 35 - TAB 77 - NYAG-00024197.pdf
NRA-NYAGCOMMDIV-00708864	20220503 TylerSchropp Exhibit 36.pdf
	5211095-1 Cond COND.pdf
	5211095-1 PDFTran.pdf
	5211095-1 with exhibits LinkPDF.pdf
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NRA-NYAGCOMMDIV-01420914	20220503 TylerSchropp Exhibit 2.pdf
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NRA-NYAG-00005219	20220503 TylerSchropp Exhibit 35.pdf
Aronson NRA0063153	Exhibit 0012 - TAB 100 - Aronson NRA0063153.pdf
NRA-NYAG-00018664	Exhibit 001 - NRA Doc 001.pdf

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Bates Begin	File Name / Description
	Exhibit 002 - NRA Doc 002.pdf
	Exhibit 0003 - TAB 4 - 02-21-64 NRA 2019.pdf
	Exhibit 003 - NRA Doc 003.pdf
NRA-NYAGCOMMDIV-01055743	Exhibit 004 - NRA Doc 004.pdf
NRA-NYAGCOMMDIV-01528396	Exhibit 005 - NRA Doc 005.pdf
	Exhibit 0006 - TAB 11 - 02-21-64 NRA 2018.pdf
	5203117-2 with exhibits LinkPDF.pdf
	ThomasRickTedrick PDFTran.pdf
NRA-NYAGCOMMDIV-00086065	ThomasRickTedrick 1.pdf
NRA-NYAGCOMMDIV-00080119	ThomasRickTedrick 2.pdf
	ThomasRickTedrick 3.pdf
NRA-NYAGCOMMDIV-00080308	ThomasRickTedrick 4.pdf
NRA-NYAGCOMMDIV-01042626	ThomasRickTedrick 5.pdf
	ThomasRickTedrick 6.pdf
NRA-NYAGCOMMDIV-00877731	ThomasRickTedrick 7.pdf
NRA-NYAGCOMMDIV-00023306	ThomasRickTedrick 8.pdf
NRA-NYAGCOMMDIV-01057248	ThomasRickTedrick 9.pdf
NRA-NYAGCOMMDIV-01036092	ThomasRickTedrick 10.pdf
	ThomasRickTedrick 11 Pdf.xlsx
Aronson NRA0063153	ThomasRickTedrick 12.pdf
NRA-NYAGCOMMDIV-00762537	ThomasRickTedrick 13.pdf
NRA-NYAGCOMMDIV-00412213	ThomasRickTedrick 14.pdf
NRA-NYAGCOMMDIV-00430907	ThomasRickTedrick 15.pdf
NRA-NYAGCOMMDIV-00499008	ThomasRickTedrick 16.pdf
NRA-NYAGCOMMDIV-00888311	ThomasRickTedrick 17.pdf
NRA-NYAGCOMMDIV-00872213	ThomasRickTedrick 18.pdf
NRA-NYAGCOMMDIV-00514784	ThomasRickTedrick 19.pdf
NRA-NYAGCOMMDIV-01057154	ThomasRickTedrick 20.pdf
NRA-NYAGCOMMDIV-01 057028	ThomasRickTedrick 21.pdf
NRA-NYAGCOMMDIV-00320437	ThomasRickTedrick 22.pdf
NRA-NYAGCOMMDIV-00864059	ThomasRickTedrick 23.pdf
NYAG-Ackerman 00009079	ThomasRickTedrick 24.pdf
NRA-NYAGCOMMDIV-00442679	ThomasRickTedrick 25.pdf
NRA-NYAGCOMMDIV-00453082	ThomasRickTedrick 26.pdf
NRA-NYAGCOMMDIV-00500295	ThomasRickTedrick 27.pdf
NRA-NYAGCOMMDIV-00818198	ThomasRickTedrick 28.pdf
NRA-NYAGCOMMDIV-00266179	ThomasRickTedrick 29.pdf
NRA-NYAGCOMMDIV-00512515	ThomasRickTedrick 30.pdf
NRA-NYAGCOMMDIV-01055981	ThomasRickTedrick 31.pdf
	ThomasRickTedrick 32 Pdf.xlsx
NRA-NYAGCOMMDIV-00752100	ThomasRickTedrick 33.pdf
NRA-NYAGCOMMDIV-00372150	ThomasRickTedrick 34.pdf

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Bates Begin	File Name / Description
	ThomasRickTedrick_COND.pdf
	ThomasRickTedrick_LinkPDF.pdf
NRA-NYAG-00018664	ThomasRickTedrick_NRA1.pdf
	ThomasRickTedrick_NRA2.pdf
	ThomasRickTedrick_NRA3.pdf
NRA-NYAGCOMMDIV-01055743	ThomasRickTedrick_NRA4.pdf
NRA-NYAGCOMMDIV-01528396	ThomasRickTedrick_NRA5.pdf
	Stanford, G. 3-25-2021 Trans.pdf
NRA-NYAG-00084341	Stanford Ex.A.pdf
NYAG-STANFORD-00000777	Stanford Ex.B.pdf
NRA-NYAG-00084692	Stanford Ex.C.pdf
NRA-NYAG-00084133	Stanford Ex.D.pdf
NRA-BK-00100166	Stanford Ex.E.pdf
NYAG-STANFORD-00005473	Stanford Ex.F.pdf
NYAG-STANFORD-00007270	Stanford Ex.G.pdf
	Stanford Ex.H.pdf
	Stanford Ex.I.pdf
	Stanford Ex.J.pdf
	Stanford Ex.K.pdf
	Stanford Ex.L.pdf
	Stanford Ex.M.pdf
	Stanford Ex.O.pdf
	Stanford Ex.P.pdf
	Stanford Ex.Q.pdf
	Stanford Ex.R.pdf
	Stanford Ex.S.pdf
	Stanford Ex.T.pdf
	Stanford Ex.U.pdf
	Stanford Ex.V.pdf
	Stanford Ex.W.pdf
	Stanford, G. 3-25-2021 COND.pdf
	Stanford, G. 3-25-2021 LinkPDF.pdf
	NYAG Ex.369.pdf
	NYAG Ex.1.pdf
	NYAG Ex.2.pdf
	NYAG Ex.3.pdf
	NYAG Ex.4.pdf
	NYAG Ex.5.pdf
NRA-BK-00060837	NYAG Ex.7.pdf
	NYAG Ex.8.pdf
	NYAG Ex.9.pdf
NRA-BK-00106605	NYAG Ex.10.pdf

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Bates Begin	File Name / Description
NRA-BK-00106015	NYAG Ex.11.pdf
NRA-BK-00104231	NYAG Ex.12.pdf
NRA-BK-00039133	NYAG Ex.13.pdf
	NYAG Ex.16.pdf
NRA-BK-00053170	NYAG Ex.17.pdf
	NYAG Ex.18.pdf
NRA-BK-00001864	NYAG Ex.22.pdf
NRA-NYAG-00000211	NYAG Ex.24.pdf
	NYAG Ex.50.pdf
	NYAG Ex.52.pdf
	NYAG Ex.53.pdf
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	NYAG Ex.95.pdf
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	NYAG Ex.109.pdf
	NYAG Ex.111.pdf
NYAG-00042328	NYAG Ex.123.pdf
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	NYAG Ex.129.pdf
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NYAG-00311033	NYAG Ex.131.pdf
AM00002357	NYAG Ex.134.pdf
NRA-NYAG-00075001	NYAG Ex.138.pdf
NRA-NYAG-00011099	NYAG Ex.142.pdf
	NYAG Ex.143.pdf
	NYAG Ex.144.pdf
	NYAG Ex.151.pdf
	NYAG Ex.153.pdf
	NYAG Ex.160.pdf
	NYAG Ex.162.pdf
	NYAG Ex.170.pdf

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Bates Begin	File Name / Description
	NYAG Ex.172.pdf
	NYAG Ex.173.pdf
	NYAG Ex.174.pdf
NRAB_00000166	NYAG Ex.178.pdf
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	NYAG Ex.181.pdf
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	NYAG Ex.191.pdf
	NYAG Ex.193.pdf
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	NYAG Ex.203.pdf
	NYAG Ex.208.pdf
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NRA-BK-00033540	NYAG Ex.255.pdf
NRA-BK-00033543	NYAG Ex.257.pdf
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NRA-BK-00058012	NYAG Ex.271.pdf
NRA-BK-00058015	NYAG Ex.272.pdf
NRA-BK-00058020	NYAG Ex.273.pdf
NRA-BK-00059219	NYAG Ex.278.pdf
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NRA-BK-00060928	NYAG Ex.288.pdf
NRA-BK-00113853	NYAG Ex.298.pdf
NRA-BK-00113859	NYAG Ex.299.pdf
NRA-BK-00113941	NYAG Ex.300.pdf
NRA-BK-00117239	NYAG Ex.303.pdf
NYAG-00021362	NYAG Ex.314.pdf
NYAG-00021396	NYAG Ex.315.pdf
NYAG-00028701	NYAG Ex.316.pdf
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NYAG-00044617	NYAG Ex.322.pdf
NYAG-00072909	NYAG Ex.327.pdf
NYAG-00075922	NYAG Ex.329.pdf
NYAG-00093978	NYAG Ex.331.pdf
NYAG-00120789	NYAG Ex.339.pdf
NYAG-00120797	NYAG Ex.341.pdf
	NYAG Ex.347.pdf
	NYAG Ex.349.pdf

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NRA-BK-00061283	NYAG Ex.354.pdf
NRA-BK-00177396	NYAG Ex.356.pdf
NRA-BK-00177958	NYAG Ex.360.pdf
NRA-BK-00177963	NYAG Ex.361.pdf
NRA-BK-00178058	NYAG Ex.362.pdf
NRA-BK-00178060	NYAG Ex.363.pdf
NYAG-00026304	NYAG Ex.364.pdf
NRA-BK-00177899	NYAG Ex.365.pdf
	NYAG Ex.366.pdf
	NYAG Ex.368.pdf
	NRA689.pdf
NRA-NYAG-00007789	NRA015 - BOD meeting minutes September 2018.pdf
NRA-BK-00038401	NRA022 - BOD meeting minutes January 2020.pdf
NRA-NYAG-00083713	NRA023 - BOD meeting minutes January 2020.pdf
NRA-NYAG-00083820	NRA024 - BOD meeting minutes January 2020.pdf
NYAG-00262828	NRA057 - 2017-10-23 RSM Engagement Letter NYAG-00262828.pdf
NYAG-00258466	NRA058 - 2018-07-25 RSM Engagement Letter NYAG-00258468.pdf
NYAG-00217124	NRA065 - 2018-03-07 RSM Rpt to the Audit Cmte NYAG-00217124.pdf
NRA-BK-00036317	NRA155 - Email from S. Rowling to G. Plotts re Aronson RFP.pdf
NRA-BK-00116556	NRA173 - Email from Tedrick to Plotts requesting RFP from Aronson.pdf
NRA-BK-00116557	NRA174 - Letter from Spray to Plotts with attached RFP.pdf
NRA-BK-00118375	NRA177 - Final Aronson Presentation for March 2020 Audit Cmte meeting.pdf
	NRA189 - Aronson Proposal to the NRA for Audit and Tax services.pdf
	NRA222 - 2021 NRA employee handbook..pdf
NRA-AMc 00059956	NRA228 - Arulanandam email to Montgomery re NRATV 5-31-2019.pdf
NRA-NYAG-00015357	NRA261 - Meadows Notes from North Call.pdf
NRA-NYAG-00007789	NRA270 - NRA Board Meeting Minutes.pdf
	NRA271 - NRA Board Meeting Minutes.pdf
	NRA272 - NRA Board Meeting Minutes.pdf
	NRA273 - NRA Board Meeting Minutes.pdf
NYAG-00120835	NRA278 - AMc Services Agreement 04.30.2017.pdf
NYAG-000180410	NRA280 - North Contract 5-15-2018.pdf
NRA-BK-00033547	NRA322 - Letter to Ackerman McQueen.pdf
NRA-BK-00033552	NRA323 - Letter to Ackerman McQueen.pdf
NRA-BK-00056494	NRA332 - Letter to Ackerman McQueen.pdf
	NRA531 - Sea Girt Schedules and SOFA.pdf
	NRA532 - Sea Girt Schedules and SOFA.pdf
	NRA533 - Sea Girt Schedules and SOFA.pdf
	NRA535 - NRA Schedules and Statements.pdf
	NRA536 - NRA Schedules and Statements.pdf
	NRA537 - NRA Schedules and Statements.pdf
	NRA538 - NRA Schedules and Statements.pdf

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Bates Begin	File Name / Description
	NRA539 - NRA Schedules and Statements.pdf
	NRA540 - NRA Schedules and Statements.pdf
	NRA541 - NRA Schedules and Statements.pdf
	NRA542 - Sea Girt MORS.pdf
	NRA543 - Sea Girt MORS.pdf
	NRA544 - NRA MORs.pdf
	NRA545 - NRA MORs.pdf
	NRA546 - NRA MORs.pdf
	Trial Exhibits
	NRA582 - 17_Topic 13 - AMc Correspondence, Stephen Ryan to B. Brewer, 08.22.18.pdf.pdf
NYAG-00278825	NRA591 - Winkler letter to LaPierre re Clothing.pdf
	NRA661-Financial Disclosure Questionnaire - WLP.pdf
	NRA663.pdf
	NRA664.pdf
	NRA670.pdf
	NRA672.pdf
	NRA675.mp4
	NRA687 - DKT184 NRA Top 20 Creditors.pdf
	NRA688 DKT 645 NRA Amended Schedule Question 75.pdf
NRA-Amc 00059547	TRIAL EX 176.pdf
	TRIAL EX 001.pdf
	TRIAL EX 010.pdf
	TRIAL EX 013.pdf
	TRIAL EX 014.pdf
	TRIAL EX 018.pdf
	TRIAL EX 019.pdf
	TRIAL EX 020.pdf
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OLN00185	TRIAL EX 038.pdf
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	TRIAL EX 041.pdf
	TRIAL EX 046.pdf
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NYAG-00081159	TRIAL EX 067.pdf
NRA-BK-00039761	TRIAL EX 068.pdf
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AMc-034913	TRIAL EX 074.pdf
	TRIAL EX 078.pdf
NRA-BK-00060928	TRIAL EX 083.pdf

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Bates Begin	File Name / Description
	TRIAL EX 084.pdf
	TRIAL EX 098.pdf
	TRIAL EX 121.pdf
	TRIAL EX 124.pdf
	TRIAL EX 125.pdf
NRA-BK-00164721	TRIAL EX 152.pdf
NRA-Amc 00059595	TRIAL EX 163.pdf
	TRIAL EX 168.pdf
Journey00939	Journey 18 - W. LaPierre Agreement (CONFIDENTIAL).pdf
	Journey 3 - Dkt. No. 286 NRA Case Am. Schedules.pdf
Journey00926	Journey 11 - NRA Postpetition Check to Journey.pdf
	RSM-NYAG 0037790.xlsx
	Dkt 519 - Debtors request for CRO.pdf
	Dkt 519-1 - Proposed order appointing CRO.pdf
	Dkt 519-2 - Robichaux Decl in Support of CRO App.pdf
	NRA211 - Contract Review Sheet and Business Case Analysis re Aronson Audit and Tax Services.pdf
NRA-BK-00001864	NYAG Ex.022.pdf
NRA-BK-00102035	NYAG Ex.148.pdf
NRA-BK-00058938	NYAG Ex.276.pdf
NRA-NYAG-00053931	NYAG Ex.327.pdf
NRA-NYAGCOMMDIV-00560114	NRA-NYAGCOMMDIV-00560114.pdf
	NRA-NYAGCOMMDIV-00880776.xls
	NRA-NYAG-00011303.xls
NRA-NYAG-00005096	Powell - 2019.01.29 COI Questionnaire - NYAG-00024074_NYAGProduction021NRAfoldersnofoundtndocs.pdf
NRA-NYAG-00025445	Powell - 2017.02.08 COI Questionnaire - NYAG-00044423_NYAGProduction021NRAfoldersnofoundtndocs.pdf
NRA-NYAG-00022328	Powell - 2018.09.06 COI Questionnaire - NYAG-00041306_NYAGProduction021NRAfoldersnofoundtndocs.pdf
NYAG-00014014	Sheets Examination Transcript - 2020.06.26 - NYAG-00014014.pdf
	20220708_HonPhillipJourney_Exhibit_NRA1.pdf
	5301811-2_PDFTran.pdf
	5301811-2_with_exhibits_LinkPDF.pdf
NRA-NYAGCOMMDIV-00080896	20220708_HonPhillipJourney_Exhibit_1.pdf
	20220708_HonPhillipJourney_Exhibit_2.pdf
NRA-BK-00177396	20220708_HonPhillipJourney_Exhibit_3.pdf
	20220708_HonPhillipJourney_Exhibit_4.pdf
	20220708_HonPhillipJourney_Exhibit_5.pdf
	20220708_HonPhillipJourney_Exhibit_6.pdf
NYAG-FEC-00000031	20220708_HonPhillipJourney_Exhibit_7.pdf
NYAG-FEC-00000063	20220708_HonPhillipJourney_Exhibit_8.pdf

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NRA-NYAGCOMMDIV-01250624	NRA-NYAGCOMMDIV-01250625.pdf
NRA-NYAGCOMMDIV-00383810	NRA-NYAGCOMMDIV-00383810.pdf
NRA-NYAGCOMMDIV-00384182	NRA-NYAGCOMMDIV-00384182.pdf
NRA-NYAGCOMMDIV-00385047	NRA-NYAGCOMMDIV-00385047.pdf
	BBT Wires - BBT-00003256.pdf
	NRA-NYAGCOMMDIV-00871414 Master Contracts File.xls
JP-0016546	JP-0016546 Spretre Certificate of Organization.pdf
NRA-NYAG-00025626	NRA-NYAG-00025626 McKenna Business Case Analysis.pdf
NYAG-00283817	Exhibit 0043 - Tab 4 NYAG-00283817.pdf
NRA-NYAGCOMMDIV-01533881	Exhibit 0001 - TAB 4 - NRA-NYAGCOMMDIV-01533881.pdf
NRA-NYAGCOMMDIV-00080308	Exhibit 0002 - TAB 8 - NRA-NYAGCOMMDIV-00080308.pdf
NRA-NYAGCOMMDIV-01532355	Exhibit 0003 - TAB 11 - NRA-NYAGCOMMDIV-01532355.pdf
NRA-NYAGCOMMDIV-015338982	Exhibit 0004 - TAB 2 - NRA-NYAGCOMMDIV-015338982.pdf
NRA-NYAGCOMMDIV-01534104	Exhibit 0005 - TAB 6 - NRA-NYAGCOMMDIV-01534104.pdf
NRA-NYAGCOMMDIV-01036092	Exhibit 0006 - TAB 21 - TAB 21 - NRA-NYAGCOMMDIV-01036092.xlsx
NRA-NYAGCOMMDIV-01057246	Exhibit 0007 - TAB 83 - NRA-NYAGCOMMDIV-01057246 combined.pdf
NRA-NYAGCOMMDIV-01057247	Exhibit 0008 - TAB 83.3 - NRA-NYAGCOMMDIV-01057247.xlsx
NRA-NYAGCOMMDIV-00190382	Exhibit 0009 - TAB 85.2 - NRA-NYAGCOMMDIV-00190382.xlsx
NRA-NYAGCOMMDIV-00871434	Exhibit 0010 - TAB 25 - NRA-NYAGCOMMDIV-00871434 combined.pdf
NRA-NYAGCOMMDIV-00871870	Exhibit 0012 - TAB 106 - NRA-NYAGCOMMDIV-00871870 combined.pdf
NRA-NYAGCOMMDIV-00871871	Exhibit 0013 - TAB 106.3 - NRA-NYAGCOMMDIV-00871871.xlsx
NRA-NYAG-COMMDIV-01360364	Exhibit 0014 - TAB 29 - NRA-NYAG-COMMDIV-01360364.pdf
NRA-NYAGCOMMDIV-01168231	Exhibit 0015 - TAB 26 - NRA-NYAGCOMMDIV-01168231.pdf
NYAG-00081159	Exhibit 0016 - TAB 28 - NYAG-00081159.pdf
NRA-NYAGCOMMDIV-00736758	Exhibit 0017 - TAB 111 - NRA-NYAGCOMMDIV-00736758.pdf
NYAG-00116110	Exhibit 0018 - TAB 112 - NYAG-00116110.pdf
NRA-NYAGCOMMDIV-00395428	Exhibit 0019 - TAB 32 - NRA-NYAGCOMMDIV-00395428.pdf
NRA-NYAGCOMMDIV-01456440	Exhibit 0020 - TAB 33 - NRA-NYAGCOMMDIV-01456440.pdf
NRA-NYAGCOMMDIV-00008642	Exhibit 0021 - TAB 118 - NRA-NYAGCOMMDIV-00008642 combined.pdf
MMP0001170	Exhibit 0022 - TAB 56 - MMP0001170 combined.pdf
NRA-NYAGCOMMDIV-01536488	Exhibit 0023 - TAB 53 NRA-NYAGCOMMDIV-01536488 combined.pdf
NRA-NYAGCOMMDIV-01316635	Exhibit 0024 - TAB 34 - NRA-NYAGCOMMDIV-01316635.pdf
NRA-NYAGCOMMDIV-00889721	Exhibit 0025 - TAB 41 - NRA-NYAGCOMMDIV-00889721.pdf
NRA-NYAGCOMMDIV-01263876	Exhibit 0026 - TAB 37 - NRA-NYAGCOMMDIV-01263876 combined.pdf
NRA-NYAGCOMMDIV-01283609	Exhibit 0027 - TAB 42 - NRA-NYAGCOMMDIV-01283609 combined.pdf
NRA-NYAGCOMMDIV-01492702	Exhibit 0028 - TAB 45 - NRA-NYAGCOMMDIV-01492702.pdf
NYAG-00222177	Exhibit 0029 - TAB 113 - NYAG-00222177.pdf
Aronson NRA0003562	Exhibit 0030 - TAB 107 - Aronson NRA0003562.pdf
NRA-NYAGCOMMDIV-00023306	Exhibit 0031 - TAB 12 - NRA-NYAGCOMMDIV-00023306.pdf
Aronson NRA0063154	Exhibit 0032 - TAB 23 - Aronson NRA0063154.pdf
NRA-NYAGCOMMDIV-00512970	Exhibit 0033 - TAB 73 - NRA-NYAGCOMMDIV-00512970.pdf
NRA-NYAGCOMMDIV-00515481	Exhibit 0034 - TAB 79 - NRA-NYAGCOMMDIV-00515481.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-01510324	Exhibit 0035 - TAB 70 - NRA-NYAGCOMMDIV-01510324 combined.pdf
Aronson NRA0023703	Exhibit 0037 - TAB 120 - Aronson NRA0023703 combined.pdf
NYAG-00040357	Exhibit 0040 - Tab 1 NYAG-00040357.pdf
	Exhibit 0041 - Tab 7 2021.03_Rowling-Depo_Ack-Ex.pdf
NYAG-00035957	Exhibit 0042 - Tab 2 NYAG-00035957.pdf
NYAG-00283817	20220714 SonyaRowling Exhibit 43.pdf
	5301559-2 Cond COND.pdf
	5301559-2 PDFTran.pdf
	5301559-2 with exhibits LinkPDF.pdf
NRA-NYAGCOMMDIV-01533881	20220714 SonyaRowling Exhibit 1.pdf
NRA-NYAGCOMMDIV-00080308	20220714 SonyaRowling Exhibit 2.pdf
NRA-NYAGCOMMDIV-01532355	20220714 SonyaRowling Exhibit 3.pdf
NRA-NYAGCOMMDIV-01533982	20220714 SonyaRowling Exhibit 4.pdf
NRA-NYAGCOMMDIV-01534104	20220714 SonyaRowling Exhibit 5.pdf
	20220714 SonyaRowling Exhibit 6 Pdf.xlsx
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	20220714 SonyaRowling Exhibit 9 Pdf.xlsx
NRA-NYAGCOMMDIV-00871434	20220714 SonyaRowling Exhibit 10.pdf
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NRA-NYAGCOMMDIV-00871870	20220714 SonyaRowling Exhibit 12.pdf
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NRA-NYAGCOMMDIV-01360364	20220714 SonyaRowling Exhibit 14.pdf
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NYAG-00081159	20220714 SonyaRowling Exhibit 16.pdf
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NRA-NYAGCOMMDIV-00395428	20220714 SonyaRowling Exhibit 19.pdf
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NRA-NYAGCOMMDIV-01263876	20220714 SonyaRowling Exhibit 26.pdf
NRA-NYAGCOMMDIV-01283609	20220714 SonyaRowling Exhibit 27.pdf
NRA-NYAGCOMMDIV-01492702	20220714 SonyaRowling Exhibit 28.pdf
NYAG-00222177	20220714 SonyaRowling Exhibit 29.pdf
Aronson NRA0003562	20220714 SonyaRowling Exhibit 30.pdf
NRA-NYAGCOMMDIV-00023306	20220714 SonyaRowling Exhibit 31.pdf
Aronson NRA0063154	20220714 SonyaRowling Exhibit 32.pdf
NRA-NYAGCOMMDIV-00512970	20220714 SonyaRowling Exhibit 33.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00515481	20220714 SonyaRowling Exhibit 34.pdf
NRA-NYAGCOMMDIV-01510324	20220714 SonyaRowling Exhibit 35.pdf
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Aronson NRA0023703	20220714 SonyaRowling Exhibit 37.pdf
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NRA-NYAGCOMMDIV-00012803	20220714 SonyaRowling Exhibit 39.pdf
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	20220714 SonyaRowling Exhibit 41.pdf
NYAG-00035957	20220714 SonyaRowling Exhibit 42.pdf
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NRA-NYAGCOMMDIV-01538489	NRA-NYAGCOMMDIV-01538489_CONFIDENTIAL.xlsx
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NRA-NYAGCOMMDIV-01538485	NRA-NYAGCOMMDIV-01538485_CONFIDENTIAL.xlsx
NRA-NYAGCOMMDIV-01538486	NRA-NYAGCOMMDIV-01538486_CONFIDENTIAL.xls
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NRA-NYAGCOMMDIV-01538488	NRA-NYAGCOMMDIV-01538488_CONFIDENTIAL.xlsx

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 Summary of Documents Considered
 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-01537500	NRA-NYAGCOMMDIV-01537500.xlsx
NRA-NYAGCOMMDIV-00855108	NRA-NYAGCOMMDIV-00855108 (parent email).pdf
NRA-NYAGCOMMDIV-00855109	ILA Form 1099s - 2002 - NRA-NYAGCOMMDIV-00855109.xls
NRA-NYAGCOMMDIV-00855112	ILA Form 1099s - 2003 - NRA-NYAGCOMMDIV-00855112.xls
NRA-NYAGCOMMDIV-00855121	ILA Form 1099s - 2004 - NRA-NYAGCOMMDIV-00855121.xls
NRA-NYAGCOMMDIV-00855115	ILA Form 1099s - 2005 - NRA-NYAGCOMMDIV-00855115.xls
NRA-NYAGCOMMDIV-00855119	ILA Form 1099s - 2006 - NRA-NYAGCOMMDIV-00855119.xls
NRA-NYAGCOMMDIV-00855114	ILA Form 1099s - 2007 - NRA-NYAGCOMMDIV-00855114.xls
NRA-NYAGCOMMDIV-00855116	ILA Form 1099s - 2008 - NRA-NYAGCOMMDIV-00855116.xls
NRA-NYAGCOMMDIV-00855122	ILA Form 1099s - 2009 - NRA-NYAGCOMMDIV-00855122.xls
NRA-NYAGCOMMDIV-00855110	ILA Form 1099s - 2010 - NRA-NYAGCOMMDIV-00855110.xls
NRA-NYAGCOMMDIV-00855123	ILA Form 1099s - 2011 - NRA-NYAGCOMMDIV-00855123.xlsx
NRA-NYAGCOMMDIV-00855118	ILA Form 1099s - 2012 - NRA-NYAGCOMMDIV-00855118.xlsx
NRA-NYAGCOMMDIV-00855120	ILA Form 1099s - 2013 - NRA-NYAGCOMMDIV-00855120.xlsx
NRA-NYAGCOMMDIV-00547149	ILA Form 1099s - 2014 - NRA-NYAGCOMMDIV-00547149.xlsx
NRA-NYAGCOMMDIV-00855111	ILA Form 1099s - 2015 - NRA-NYAGCOMMDIV-00855111.xlsx
NRA-NYAGCOMMDIV-00855124	ILA Form 1099s - 2016 - NRA-NYAGCOMMDIV-00855124.xlsx
NRA-NYAGCOMMDIV-00855117	ILA Form 1099s - 2017 - NRA-NYAGCOMMDIV-00855117.xlsx
NRA-NYAGCOMMDIV-00855125	ILA Form 1099s - 2018 - NRA-NYAGCOMMDIV-00855125.xlsx
NRA-NYAGCOMMDIV-00872236	NRA-ILA Contract Compliance 07.2019 - NRA-NYAGCOMMDIV-00872236.xlsx
NRA-NYAG-00081061	NRA-NYAG-00081061.pdf
	2013.03.16 - Archive - NRA Board of Directors.pdf
NRA-DCAG-00004703	2016.09.10 Nominating Committee Report.pdf
NRA-DCAG-00003855	2017.04.29 Election Committee Report.pdf
NRA-DCAG-00004098	2017.09.09 Nominating Committee Report.pdf
NRA-DCAG-00003822	2018.05.05 Elections Committee Report.pdf
NRA-NYAG-00083896	2020.01.11-12 Nominating Committee Report.pdf
NRA-NYAG-00052813	2020.09.14 Nominating Committee Report.pdf
NRA-NYAGCOMMDIV-00607633	2020.10.24 Elections Committee Report - NRA-NYAGCOMMDIV-00607633_image.pdf
	2021.01.07 Nominating Committee Report.pdf
	2019 CHAR500.pdf
	2005 CHAR500.pdf
	2006 CHAR500.pdf
	2007 CHAR 500 (none).pdf
	2007 CHAR500.pdf
	2008 CHAR500.pdf
	2009 CHAR500.pdf
	2010 CHAR500 (sig page not visible).pdf
	2011 CHAR500.pdf
	2012 CHAR500.pdf
	2013 CHAR500.pdf

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 Summary of Documents Considered
 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
	2014 CHAR500.pdf
	2015 CHAR500.PDF
	2016 CHAR500.PDF
	2017 CHAR500.pdf
	2018 CHAR500.pdf
	2004 NRA 990.pdf
	2005 NRA 990.pdf
	2006 NRA 990.pdf
	2007 NRA 990.pdf
	2008 NRA 990.pdf
	2009 NRA 990.pdf
	2010 NRA 990.pdf
	2011 NRA 990.pdf
NRA-NYAGCOMMDIV-01105020	NRA-NYAGCOMMDIV-01105020.pdf
NRA-NYAGCOMMDIV-01094759	NRA-NYAGCOMMDIV-01094759.pdf
NRA-NYAG-00027497	NRA Bylaws - As Amended 2009.05.18 - NRA-NYAG-00027497.pdf
NRA-NYAG-00027551	NRA Bylaws - As Amended 2011.09.17, 2013.05.06, and 2014.09.13 - NRA-NYAG00027551.pdf
NRA-NYAG-00027524	NRA Bylaws - As Amended 2012.09.15 - NRA-NYAG-00027524.pdf
NRA-NYAGCOMMDIV-00089381	NRA Bylaws - As Amended 2015.01.10 and 2015.09.12 - NRA-NYAGCOMMDIV-00089381.pdf
NRA-NYAG-00027606	NRA Bylaws - As Amended 2016.01.09 - NRA-NYAG-00027606.pdf
NRA-NYAGCOMMDIV-00058169	NRA Bylaws - As Amended 2016.05.23 - NRA-NYAGCOMMDIV-00058169.pdf
NRA-NYAG-00027663	NRA Bylaws - As Amended 2016.09.10 and 2017.04.29 - NRA-NYAG-00027663.pdf
NRA-NYAGCOMMDIV-00974410	NRA Bylaws - As Amended 2019.04.29 - NRA-NYAGCOMMDIV-00974410.pdf
NRA-NYAGCOMMDIV-00201686	NRA Bylaws - As Amended 2019.09.14 - NRA-NYAGCOMMDIV-00201686.pdf
NRA-NYAGCOMMDIV-00102890	NRA Bylaws - As Amended 2020.10.24 - NRA-NYAGCOMMDIV-00102890.pdf
	5301197-1 Cond COND.pdf
	5301197-1 PDFTran.pdf
	5301197-1 with exhibits LinkPDF.pdf
NRA-NYAGCOMMDIV-00564295	20220721 SusanLaPierre Exhibit 1.pdf
NRA-NYAGCOMMDIV-01151429	20220721 SusanLaPierre Exhibit 2.pdf
NRA-NYAGCOMMDIV-00757762	20220721 SusanLaPierre Exhibit 3.pdf
NRA-NYAGCOMMDIV-00781412	20220721 SusanLaPierre Exhibit 4.pdf
	20220721 SusanLaPierre Exhibit 5.pdf
NRA-NYAG-00071410	20220721 SusanLaPierre Exhibit 6.pdf
ATI00002643	20220721 SusanLaPierre Exhibit 7.pdf
NRA-NYAG-00040691	20220721 SusanLaPierre Exhibit 8.pdf
NRA-NYAG-00046137	20220721 SusanLaPierre Exhibit 9.pdf
NRA-NYAGCOMMDIV-00839599	20220721 SusanLaPierre Exhibit 10.pdf
NRA-NYAGCOMMDIV-00683039	CarolynMeadowsV2 1.pdf

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 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
NRA-NYAG-00059175	CarolynMeadowsV2_14.pdf
NRA-NYAGCOMMDIV-01473640	CarolynMeadowsV2_15.pdf
NRA-NYAG-00059614	CarolynMeadowsV2_18.pdf
NYAG-00278999	CarolynMeadowsV2_19.pdf
NRA-NYAGCOMMDIV-00219751	CarolynMeadowsV2_20.pdf
NRA-NYAGCOMMDIV-00131215	CarolynMeadowsV2_21.pdf
NRA-NYAGCOMMDIV-00060837	CarolynMeadowsV2_22.pdf
NRA-NYAGCOMMDIV-00683913	CarolynMeadowsV2_23.pdf
NRA-NYAGCOMMDIV-01101319	CarolynMeadowsV2_24.pdf
	CarolynMeadowsV2_COND.pdf
	CarolynMeadowsV2_PDFTran.pdf
NRA-NYAGCOMMDIV-00546636	2014.12.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00546636.xlsx
NRA-NYAGCOMMDIV-00548874	2015.01.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00548874.xlsx
NRA-NYAGCOMMDIV-01112288	2015.02.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01112288.xlsx
NRA-NYAGCOMMDIV-01112357	2015.03.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01112357.xlsx
NRA-NYAGCOMMDIV-00758568	2015.09.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00758568.xlsx
NRA-NYAGCOMMDIV-00761884	2015.12.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00761884.xlsx
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NRA-NYAGCOMMDIV-00773889	2016.02.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00773889.xlsx
NRA-NYAGCOMMDIV-00773889	2016.06.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00773889.xlsx
NRA-NYAGCOMMDIV-00774928	2016.07.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00774928.xlsx
NRA-NYAGCOMMDIV-01129064	2016.09.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01129064.xls
NRA-NYAGCOMMDIV-01133217	2017.01.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01133217.xls
NRA-NYAGCOMMDIV-00788472	2017.03.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00788472.xls
NRA-NYAGCOMMDIV-00571267	2017.09.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00571267.xls
NRA-NYAGCOMMDIV-00818661	2017.11.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00818661.xls

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-01162807	2018.02.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01162807.xlsx
NRA-NYAGCOMMDIV-00830212	2018.03.22 Revised Reconciliation for 7-36005 - NRA-NYAGCOMMDIV-00830212.xlsx
NRA-NYAGCOMMDIV-00830096	2018.03.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00830096.xlsx
NRA-NYAGCOMMDIV-00180797	2018.06.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00180797.xlsx
NRA-NYAGCOMMDIV-00184340	2018.07.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00184340.xlsx
NRA-NYAGCOMMDIV-00584158	2018.08.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00584158.xlsx
NRA-NYAGCOMMDIV-01191866	2018.09.22 Tedrick AMEX Platinum Stmt. (7-36005)- NRA-NYAGCOMMDIV-01191866.xlsx
NRA-NYAGCOMMDIV-00625998	2018.11.22 Tedrick AMEX Platinum Stmt. (7.36005) - NRA-NYAGCOMMDIV-00625998.xlsx
NRA-NYAGCOMMDIV-01199604	2018.12.22 Tedrick AMEX Platinum Stmt. (7-36005)- NRA-NYAGCOMMDIV-01199604.xlsx
NRA-NYAGCOMMDIV-00855694	2019.01.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00855694.xlsx
NRA-NYAGCOMMDIV-00861022	2019.03.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00861022.xlsx
NRA-NYAGCOMMDIV-00867812	2019.05.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00867812.xlsx
NRA-NYAGCOMMDIV-00875325	2019.07.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00875325.xlsx
NRA-NYAGCOMMDIV-00977072	2019.09.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00977072.xlsx
NRA-NYAGCOMMDIV-00998705	2019.11.22 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00998705.xlsx
NRA-NYAGCOMMDIV-01181508	2013.01.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01181508.xlsx
NRA-NYAGCOMMDIV-00752417	2015.01.15 Phillips AMEX Stmt. (69006) (mislabelled Feb. 2015) - NRA-NYAGCOMMDIV-00752417.xlsx
NRA-NYAGCOMMDIV-00752892	2015.02.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00752892.xlsx
NRA-NYAGCOMMDIV-00557932	2015.03.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00557932.xlsx
NRA-NYAGCOMMDIV-00759166	2015.03.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00759166.xlsx
NRA-NYAGCOMMDIV-01119714	2015.04.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01119714.xlsx
NRA-NYAGCOMMDIV-01119715	2015.05.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01119715.xlsx
NRA-NYAGCOMMDIV-00567781	2015.07.15 v.1 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00567781.xlsx
NRA-NYAGCOMMDIV-00758923	2015.10.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00758923.xlsx
NRA-NYAGCOMMDIV-00759866	2015.11.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00759866.xlsx

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00766773	2015.12.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00766773.xlsx
NRA-NYAGCOMMDIV-01120324	2016.01.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01120324.xlsx
NRA-NYAGCOMMDIV-01121198	2016.03.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01121198.xlsx
NRA-NYAGCOMMDIV-01124428	2016.05.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01124428.xlsx
NRA-NYAGCOMMDIV-00773891	2016.06.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00773891.xlsx
NRA-NYAGCOMMDIV-01126962	2016.07.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01126962.xlsx
NRA-NYAGCOMMDIV-01128327	2016.08.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01128327.xlsx
NRA-NYAGCOMMDIV-00839551	2016.11.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00839551.xlsx
NRA-NYAGCOMMDIV-00781617	2016.12.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00781617.xlsx
NRA-NYAGCOMMDIV-01132816	2017.01.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01132816.xlsx
NRA-NYAGCOMMDIV-00786539	2017.02.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00786539.xlsx
NRA-NYAGCOMMDIV-00788293	2017.03.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00788293.xlsx
NRA-NYAGCOMMDIV-00790649	2017.04.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00790649.xlsx
NRA-NYAGCOMMDIV-00792343	2017.05.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00792343.xlsx
NRA-NYAGCOMMDIV-00567785	2017.07.15 v.2 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00567785.xlsx
NRA-NYAGCOMMDIV-00810473	2017.08.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00810473.xlsx
NRA-NYAGCOMMDIV-00571217	2017.09.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00571217.xlsx
NRA-NYAGCOMMDIV-01153355	2017.10.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01153355.xlsx
NRA-NYAGCOMMDIV-01158618	2018.01.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01158618.xlsx
NRA-NYAGCOMMDIV-00580404	2018.02.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00580404.xlsx
NRA-NYAGCOMMDIV-00830167	2018.03.15 Phillips AMEX Stmt. (69006)NRA-NYAGCOMMDIV-00830167.xlsx
NRA-NYAGCOMMDIV-00835078	2018.04.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00835078.xlsx
NRA-NYAGCOMMDIV-01180076	2018.05.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01180076.xlsx
NRA-NYAGCOMMDIV-01180309	2018.06.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01180309.xlsx
NRA-NYAGCOMMDIV-01188799	2018.08.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01188799.xlsx
NRA-NYAGCOMMDIV-01191866	2018.09.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01191866.xlsx
NRA-NYAGCOMMDIV-01194979	2018.10.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-01194979.xlsx
NRA-NYAGCOMMDIV-00851751	2018.11.15 Phillips AMEX Stmt. (69006) - NRA-NYAGCOMMDIV-00851751.xlsx
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NRA-NYAGCOMMDIV-01199517	2018.12.15 Spray AMEX Stmt. - NRA-NYAGCOMMDIV-01199517.xlsx
NRA-NYAGCOMMDIV-00976035	2019.02.15 Spray AMEX Stmt. - NRA-NYAGCOMMDIV-00976035.xlsx
NRA-NYAGCOMMDIV-01218873	2019.03.15 Spray AMEX Stmt. - NRA-NYAGCOMMDIV-01218873.xlsx
NRA-NYAGCOMMDIV-01218877	2019.04.15 Spray AMEX Stmt. - NRA-NYAGCOMMDIV-01218877.xlsx
NRA-NYAGCOMMDIV-01219671	2019.06.15 Spray AMEX Stmt. - NRA-NYAGCOMMDIV-01219671.xlsx
PHILLIPS005343	2012.11 Phillips AMEX Stmt. - PHILLIPS005343.xls
NRA-NYAGCOMMDIV-00547403	2015.01 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00547403 image.pdf
NRA-NYAGCOMMDIV-00547416	2015.01 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00547416.xls
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NRA-NYAGCOMMDIV-00752692	2015.02 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00752692 image.pdf
NRA-NYAGCOMMDIV-00758840	2015.03 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00758840.xls
NRA-NYAGCOMMDIV-00114361	2015.03 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-0114361 image.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00115516	2015.04 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-01115516.xls
NRA-NYAGCOMMDIV-00115517	2015.04 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-01115517_image.pdf
NRA-NYAGCOMMDIV-00560096	2015.05 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00560096_image.pdf
NRA-NYAGCOMMDIV-00560107	2015.05 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00560107.xls
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NRA-NYAGCOMMDIV-00758248	2015.09 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00758248_image.pdf
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NRA-NYAGCOMMDIV-00759596	2015.11 Phillips AMEX Stmt. - NRA-NYAGCOMMDIV-00759596_image.pdf
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PHILLIPS001777	2016.07 Phillips AMEX Stmt. - PHILLIPS001777.xls
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NRA-NYAGCOMMDIV-01069334	2016.09 Phillips AMEX Stmt. (Deleted Item Handwritten Good Received) - NRA-NYAGCOMMDIV-01069334_image.pdf
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PHILLIPS001781	2017.04 Phillips AMEX Stmt. - PHILLIPS001781.xls
PHILLIPS002584	2017.04 Phillips AMEX Stmt. - PHILLIPS002584_image.pdf
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PHILLIPS004457	2017.06 Phillips AMEX Stmt. - PHILLIPS004457_image.pdf
PHILLIPS004224	2017.07 Phillips AMEX Stmt. - PHILLIPS004224_image.pdf
PHILLIPS004298	2017.07 Phillips AMEX Stmt. - PHILLIPS004298.xls
PHILLIPS001760	2017.08 Phillips AMEX Stmt. - PHILLIPS001760_image.pdf
PHILLIPS004300	2017.08 Phillips AMEX Stmt. - PHILLIPS004300.xls
PHILLIPS004301	2017.09 Phillips AMEX Stmt. - PHILLIPS004301.xls
PHILLIPS004303	2017.10 Phillips AMEX Stmt. - PHILLIPS004303.xls
PHILLIPS004304	2017.11 Phillips AMEX Stmt. - PHILLIPS004304.xls
PHILLIPS004306	2017.12 - Phillips AMEX Stmt. - PHILLIPS004306.xls
PHILLIPS004190	2017.12 Phillips AMEX Stmt. - PHILLIPS004190_image.pdf
PHILLIPS004305	2017.12 Phillips AMEX Stmt. - PHILLIPS004305.xls
PHILLIPS004308	2018.1 Phillips AMEX Stmt. - PHILLIPS004308.xls

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Bates Begin	File Name / Description
PHILLIPS004205	2018.02 Phillips AMEX Stmt. - PHILLIPS004205_image.pdf
PHILLIPS004309	2018.02 Phillips AMEX Stmt. - PHILLIPS004309.xls
PHILLIPS004280	2018.03 Phillips AMEX Stmt. - PHILLIPS004280_image.pdf
PHILLIPS004311	2018.03 Phillips AMEX Stmt. - PHILLIPS004311.xls
PHILLIPS001789	2018.04 Phillips AMEX Stmt. - PHILLIPS001789.xls
PHILLIPS001793	2018.04 Phillips AMEX Stmt. PHILLIPS001793_image.pdf
PHILLIPS001847	2018.05 Phillips AMEX Stmt. - PHILLIPS001847_image.pdf
PHILLIPS004312	2018.05 Phillips AMEX Stmt. - PHILLIPS004312.xls
PHILLIPS004314	2018.06 Phillips AMEX Stmt. - PHILLIPS004314.xls
PHILLIPS004481	2018.06 Phillips AMEX Stmt. - PHILLIPS004481_image.pdf
PHILLIPS001791	2018.07 Phillips AMEX Stmt. - PHILLIPS001791.xls
PHILLIPS004239	2018.07 Phillips AMEX Stmt. - PHILLIPS004239_image.pdf
PHILLIPS004315	2018.07 Phillips AMEX Stmt. - PHILLIPS004315.xls
PHILLIPS004179	2018.08 Phillips AMEX Stmt. - PHILLIPS004179_image.pdf
PHILLIPS004316	2018.08 Phillips AMEX Stmt. - PHILLIPS004316.xls
NRA-NYAG-00060091	2018.09 Phillips AMEX Stmt. - NRA-NYAG-00060091.pdf
NRA-NYAG-00060120	2018.10 Phillips AMEX Stmt. (4-61003) - NRA-NYAG-00060120_image.pdf
NRA-NYAG-00018017	NRA-NYAG-00018017 (8.15.18).xlsx
NRA-NYAG-00054006	NRA-NYAG-00054006 (1.15.18).xlsx
NRA-NYAG-00054015	NRA-NYAG-00054015 (4.15.17).xlsx
NRA-NYAG-00054016	NRA-NYAG-00054016 (4.15.18).xlsx
NRA-NYAG-00054020	NRA-NYAG-00054020 (5.15.18).xlsx
NRA-NYAG-00054024	NRA-NYAG-00054024 (6.15.18).xlsx
NRA-NYAG-00054026	NRA-NYAG-00054026 (7.15.16).xlsx
NRA-NYAG-00054035	NRA-NYAG-00054035 (11.15.17).xlsx
NRA-NYAG-00054167	NRA-NYAG-00054167 (1.15.18).xlsx
NRA-NYAG-00054169	NRA-NYAG-00054169 (10.15.17).xlsx
NRA-NYAG-00059774	NRA-NYAG-00059774 (2.15.19).xlsx
NRA-NYAG-00059872	NRA-NYAG-00059872 (6.15.19).xlsx
NRA-NYAG-00060107	NRA-NYAG-00060107 (Aug. 2018 Phillips AmEx Card Stmt. 4-69006).pdf
NRA-NYAG-00060136	NRA-NYAG-00060136 (9.15.18).xlsx
NRA-NYAG-00060137	NRA-NYAG-00060137 (10.15.18).xlsx
NRA-NYAG-00060138	NRA-NYAG-00060138 (11.15.18).xlsx
NRA-NYAG-00060139	NRA-NYAG-00060139 (12.15.18).xlsx
NRA-NYAG-00060161	NRA-NYAG-00060161 (7.15.18).xlsx
NRA-NYAG-00064753	NRA-NYAG-00064753 (12.15.16).xlsx
NRA-NYAG-00065769	NRA-NYAG-00065769 (9.14.16 Phillips AmEx Card Stmt. 4-69006).pdf
NRA-NYAG-00065795	NRA-NYAG-00065795 (4.13.18 Phillips AmEx Card Stmt. 4-69006).pdf
NRA-NYAGCOMMDIV-01114360	NRA-NYAGCOMMDIV-01114360.xls
	Powell AMEX expenses.xlsx
NRA-NYAG-00061943	2019.07 Spray AMEX Stmt. (4-63009) - NRA-NYAG-00061943_image.pdf
NRA-NYAG-00054161	2018.10 Spray AMEX Stmt. (4-63009) - NRA-NYAG-00054161.xls

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Bates Begin	File Name / Description
NRA-NYAG-00054299	2019.01 Spray AMEX Stmt. (4-63009) - NRA-NYAG-00054299 image.pdf
NRA-NYAG-00061943	2019.06 Spray AMEX Stmt. (4-63009) - NRA-NYAG-00061943 image.pdf
NRA-NYAGCOMMDIV-00781540	122316 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00781540.xls
NRA-NYAG-00069572	012216 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAG-00069572.xls
NRA-NYAGCOMMDIV-00752133	012315 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00752133.xls
NRA-NYAGCOMMDIV-00783501	012317 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00783501.xls
NRA-NYAGCOMMDIV-00752838	022015 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00752838.xls
NRA-NYAGCOMMDIV-00785132	022017 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00785132.xls
NRA-NYAGCOMMDIV-00763957	022116 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00763957.xls
NRA-NYAGCOMMDIV-00554963	032315 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00554963.xls
NRA-NYAGCOMMDIV-00765800	032316 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00765800.xls
NRA-NYAGCOMMDIV-00787735	032317 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00787735.xls
NRA-NYAGCOMMDIV-00790036	042117 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00790036.xls
NRA-NYAGCOMMDIV-00559267	042215 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00559267.xls
NRA-NYAGCOMMDIV-00766905	042216 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00766905.xls
NRA-NYAGCOMMDIV-00560206	052215 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00560206.xls
NRA-NYAGCOMMDIV-00769673	052316 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00769673.xls
NRA-NYAGCOMMDIV-00791770	052317 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00791770.xls
NRA-NYAGCOMMDIV-00561689	062215 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00561689.xls
NRA-NYAGCOMMDIV-00771297	062216 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00771297.xls
NRA-NYAGCOMMDIV-00568908	062217 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00568908.xls
NRA-NYAGCOMMDIV-00774553	072216 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00774553.xls

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00566616	072315 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00566616.xls
NRA-NYAGCOMMDIV-00808082	072317 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00808082.xls
NRA-NYAGCOMMDIV-00568348	082315 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00568348.xls
NRA-NYAGCOMMDIV-00775815	082316 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00775815.xls
NRA-NYAGCOMMDIV-00570906	082317 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00570906.xls
NRA-NYAGCOMMDIV-00758371	092215 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00758371.xls
NRA-NYAGCOMMDIV-00777878	092216 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00777878.xls
NRA-NYAGCOMMDIV-00812244	092217 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00812244.xls
NRA-NYAGCOMMDIV-00758955	102315 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00758955.xls
NRA-NYAGCOMMDIV-00778759	102316 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00778759.xls
NRA-NYAGCOMMDIV-00817068	102317 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00817068.xls
NRA-NYAGCOMMDIV-00759921	112215 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00759921.xls
NRA-NYAGCOMMDIV-00779853	112216 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00779853.xls
NRA-NYAGCOMMDIV-00760960	122315 Tedrick AMEX Platinum Stmt. (4-35007) - NRA-NYAGCOMMDIV-00760960.xls
NRA-NYAG-00064878	2015 FULL YEAR travel charges (7-35007) - NRA-NYAG-00064878.xls
NRA-NYAGCOMMDIV-00752100	2015.01 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00752100.pdf
NRA-NYAGCOMMDIV-00752745	2015.02 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00752745_image.pdf
NRA-NYAGCOMMDIV-00753781	2015.03 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00753781_image.pdf
NRA-NYAGCOMMDIV-00559194	2015.04 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00559194_image.pdf
NRA-NYAGCOMMDIV-00560183	2015.05 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00560183_image.pdf
NRA-NYAGCOMMDIV-00561663	2015.06 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00561663_image.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00566514	2015.07 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00566514_image.pdf
NRA-NYAGCOMMDIV-00568350	2015.08 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00568350_image.pdf
NRA-NYAG-00069268	2015.09 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAG-00069268_image.pdf
NRA-NYAGCOMMDIV-00758331	2015.09 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00758331_image.pdf
NRA-NYAGCOMMDIV-00758958	2015.10 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00758958_image.pdf
NRA-NYAGCOMMDIV-00895786	2015.11 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00895786_image.pdf
NRA-NYAGCOMMDIV-00896265	2015.12 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00896265_image.pdf
NRA-NYAG-00069507	2016.01 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAG-00069507_image.pdf
NRA-NYAGCOMMDIV-00898179	2016.01 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00898179_image.pdf
NRA-NYAGCOMMDIV-00899683	2016.02 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00899683_image.pdf
NRA-NYAGCOMMDIV-00900512	2016.03 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00900512_image.pdf
NRA-NYAGCOMMDIV-00766908	2016.04 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00766908_image.pdf
NRA-NYAGCOMMDIV-00769633	2016.05 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00769633_image.pdf
NRA-NYAGCOMMDIV-00771251	2016.06 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00771251_image.pdf
NRA-NYAGCOMMDIV-00774513	2016.07 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00774513_image.pdf
NRA-NYAGCOMMDIV-00912944	2016.08 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00912944_image.pdf
NRA-NYAGCOMMDIV-00777844	2016.09 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00777844_image.pdf
NRA-NYAGCOMMDIV-00778762	2016.10 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00778762_image.pdf
NRA-NYAGCOMMDIV-00779825	2016.11 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00779825_image.pdf
NRA-NYAGCOMMDIV-00781444	2016.12 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00781444_image.pdf
NRA-NYAGCOMMDIV-00783503	2017.01 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00783503_image.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00785096	2017.02 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00785096_image.pdf
NRA-NYAGCOMMDIV-00787521	2017.03 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00787521_image.pdf
NRA-NYAGCOMMDIV-00790009	2017.04 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00790009_image.pdf
NRA-NYAGCOMMDIV-00791588	2017.05 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00791588_image.pdf
NRA-NYAGCOMMDIV-00568911	2017.06 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00568911_image.pdf
NRA-NYAGCOMMDIV-00793363	2017.06 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00793363_image.pdf
NRA-NYAGCOMMDIV-00808045	2017.07 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00808045_image.pdf
NRA-NYAGCOMMDIV-00570491	2017.08 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00570491_image.pdf
NRA-NYAGCOMMDIV-00812195	2017.09 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00812195_image.pdf
NRA-NYAG-00064695	2017.10 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAG-00064695_image.pdf
NRA-NYAGCOMMDIV-00573417	2017.10 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00573417_image.pdf
NRA-NYAGCOMMDIV-00817029	2017.10 Tedrick AMEX Platinum Stmt (7-35007) - NRA-NYAGCOMMDIV-00817029_image.pdf
NRA-NYAG-00064695	2017.11 Tedrick Platinum AMEX (7-35007) - NRA-NYAG-00064695.pdf
NRA-NYAGCOMMDIV-01000285	122319 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01000285.xls
NRA-NYAGCOMMDIV-00825201	012318 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00825201.xls
NRA-NYAGCOMMDIV-00854377	012319 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00854377.xls
NRA-NYAGCOMMDIV-01006735	012320 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01006735.xls
NRA-NYAGCOMMDIV-00579141	022018 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00579141.xls
NRA-NYAGCOMMDIV-00857055	022019 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00857055.xls
NRA-NYAGCOMMDIV-00602323	022120 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00602323.xls
NRA-NYAGCOMMDIV-00860048	032219 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00860048.xls

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00829393	032318 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00829393.xls
NRA-NYAGCOMMDIV-01013764	032320 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01013764.xls
NRA-NYAGCOMMDIV-00832429	042218 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00832429.xls
NRA-NYAGCOMMDIV-00863494	042219 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00863494.xls
NRA-NYAGCOMMDIV-00836912	052318 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00836912.xls
NRA-NYAGCOMMDIV-00216435	052319 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01216435.xls
NRA-NYAGCOMMDIV-00839146	062218 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00839146.xls
NRA-NYAGCOMMDIV-00841945	072318 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00841945.xls
NRA-NYAGCOMMDIV-00874240	072319 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00874240.xls
NRA-NYAGCOMMDIV-00845397	082318 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00845397.xls
NRA-NYAGCOMMDIV-00877443	082319 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00877443.xls
NRA-NYAGCOMMDIV-00586160	092118 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00586160.xls
NRA-NYAGCOMMDIV-00881470	092219 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00881470.xls
NRA-NYAGCOMMDIV-00847493	102318 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00847493.xls
NRA-NYAGCOMMDIV-01072701	102319 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-01072701.xls
NRA-NYAGCOMMDIV-00817953	112217 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00817953.xls
NRA-NYAGCOMMDIV-00850129	112218 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00850129.xls
NRA-NYAGCOMMDIV-00995144	112219 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00995144.xls
NRA-NYAGCOMMDIV-00819496	122217 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00819496.xls
NRA-NYAGCOMMDIV-00593860	122318 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAGCOMMDIV-00593860.xls
	2019.05 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAG-00064129.xls

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00836873	2018.05 Tedrick AMEX Platinum Stmt (7-36005) - NRA-NYAGCOMMDIV-00836873_image.pdf
NRA-NYAG-00063708	2019.03 Tedrick AMEX Platinum Stmt (7-36005) - NRA-NYAG-00063708_image.pdf
NRA-NYAG-00063708	2019.03 Tedrick AMEX Platinum Stmt. (7-36005) - NRA-NYAG-00063708_image.pdf
NRA-NYAG-00063708	2019.04 Tedrick AMEX Stmt. (7-36005) - NRA-NYAG-00063708_image.pdf
NRA-NYAG-00064107	2019.05 Tedrick AMEX Platinum Stmt. - NRA-NYAG-00064107_image.pdf
NRA-NYAG-00063560	2018.02 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063560.xls
NRA-NYAG-00063449	2015.01 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063449.xls
NRA-NYAG-00063609	2015.03 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063609.xls
NRA-NYAG-00063998	2015.05 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063998.xls
NRA-NYAG-00064131	2015.06 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064131.xls
NRA-NYAG-00064194	2015.07 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064194.xls
NRA-NYAG-00064550	2015.10 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064550.xls
NRA-NYAG-00072122	2015.10 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00072122_image.pdf
NRA-NYAG-00064754	2015.12 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064754.xls
NRA-NYAG-00063610	2016.03 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063610.xls
NRA-NYAG-00063737	2016.04 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063737.xls
NRA-NYAG-00063999	2016.05 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063999.xls
NRA-NYAG-00064132	2016.06 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064132.xls
NRA-NYAG-00064392	2016.08 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064392.xls
NRA-NYAG-00064410	2016.10 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064410.xls
NRA-NYAG-00064850	2016.12 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064850.xls
NRA-NYAG-00068462	2017.01 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00068462.xls
NRA-NYAG-00063559	2017.02 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063559.xls
NRA-NYAG-00063993	2017.04 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00063993.xls
NRA-NYAG-00054022	2017.05 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00054022.xls
NRA-NYAG-00064133	2017.06 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064133.xls
NRA-NYAG-00064193	2017.07 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064193.xls
NRA-NYAG-00064393	2017.08 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064393.xls
NRA-NYAG-00064740	2017.11 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00064740.xls
NRA-NYAG-00067066	2017.12 Tedrick Plum AMEX Stmt. (4-81000) - NRA-NYAG-00067066.xls
NRA-NYAG-00064135	2019.07 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00064135_image.pdf
NRA-NYAG-00070043	2018.07 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00070043.xls
NRA-NYAG-00064394	2018.08 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00064394.xls
NRA-NY AG-00070044	2018.08 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00070044_image.pdf
NRA-NYAG-00064405	2018.09 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00064405.xls
NRA-NYAG-00066464	2018.09 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00066464.pdf
NRA-NYAG-00073216	2018.09 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00073216.xls
NRA-NY AG-00073217	2018.10 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00073217_image.pdf
NRA-NYAG-00059777	2019.02 Tedrick Plum AMEX Stmt (4-82008) - NRA-NYAG-00059777.xls

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Bates Begin	File Name / Description
NRA-NYAG-00060736	2019.03 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00060736_image.pdf
NRA-NYAG-00063728	2019.03 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00063728.xls
NRA-NYAG-00059778	2019.05 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00059778_image.pdf
NRA-NYAG-00072367	2019.05 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00072367.xls
NRA-NYAG-00064134	2019.06 Tedrick Plum AMEX Stmt. (4-82008) - NRA-NYAG-00064134.xls
	5344521-1 Cond COND.pdf
NRA-NYAGCOMMDIV-00008897	20220729 JohnFrazer Exhibit 2.pdf
NRA-NYAGCOMMDIV-01474781	20220729 JohnFrazer Exhibit 4.pdf
NRA-NYAG-00027221	20220729 JohnFrazer Exhibit 5.pdf
NRA-NYAG-00027210	20220729 JohnFrazer Exhibit 6.pdf
NRA-NYAG-00018664	20220729 JohnFrazer Exhibit 7.pdf
AT100004791	20220809 JohnFrazer Exhibit 13.pdf
	20220809 JohnFrazer Exhibit NRA005.pdf
NRA-NYAGCOMMDIV-00777699	20220809 JohnFrazer Exhibit NRA006.pdf
NRA-NYAGCOMMDIV-01421548	20220809 JohnFrazer Exhibit NRA007.pdf
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	ROUGH090922.pdf
NRA-NYAGCOMMDIV-01517874	Personnel Files - Weaver - NRA-NYAGCOMMDIV-01534625.pdf
NRA-NYAGCOMMDIV-01437689	Personnel Files - Adkins, Mary Rose (Part 1 of 2) NRA-NYAGCOMMDIV-01437689.pdf
NRA-NYAGCOMMDIV-01431957	Personnel Files - Cox - NRA-NYAGCOMMDIV-01431957.pdf
NRA-NYAGCOMMDIV-00198668	Personnel Files - DeBergalis - NRA-NYAGCOMMDIV-00198668.pdf
NRA-NYAGCOMMDIV-01516211	Personnel Files - Frazer - NRA-NYAGCOMMDIV-01516211.pdf
NRA-NYAGCOMMDIV-01515889	Personnel Files - Frazer (Benefits File) - NRA-NYAGCOMMDIV-01515889.pdf
NRA-NYAGCOMMDIV-01515550	Personnel Files - Grable - NRA-NYAGCOMMDIV-01528657.pdf
NRA-NYAGCOMMDIV-01515266	Personnel Files - Hallow - NRA-NYAGCOMMDIV-01515266.pdf
NRA-NYAGCOMMDIV-01515676	Personnel Files - Hamlin - NRA-NYAGCOMMDIV-01515676.pdf
NRA-NYAGCOMMDIV-01515719	Personnel Files - Hamlin (benefits file) - NRA-NYAGCOMMDIV-01515719.pdf
NRA-NYAGCOMMDIV-01515324	Personnel Files - LaPierre - NRA-NYAGCOMMDIV-01515324.pdf
NRA-NYAGCOMMDIV-01515408	Personnel Files - LaPierre (Benefits File) - NRA-NYAGCOMMDIV-01515408.pdf
NRA-NYAGCOMMDIV-01517510	Personnel Files - Marcellin - 2012.10.15 Agreement - NRA-NYAGCOMMDIV-01517510.pdf
NRA-NYAGCOMMDIV-01517528	Personnel Files - Marcellin - Automatic Deposit and Other - NRA-NYAGCOMMDIV-01517528.pdf
NRA-NYAGCOMMDIV-01517410	Personnel Files - Marcellin - NRA-NYAGCOMMDIV-01517410.pdf
NRA-NYAGCOMMDIV-01517513	Personnel Files - Marcellin - Other - NRA-NYAGCOMMDIV-01517513.pdf
NRA-NYAGCOMMDIV-01517517	Personnel Files - Marcellin - Other - NRA-NYAGCOMMDIV-01517517.pdf
NRA-NYAGCOMMDIV-01517526	Personnel Files - Marcellin - Other - NRA-NYAGCOMMDIV-01517526.pdf
NRA-NYAGCOMMDIV-01517594	Personnel Files - Marcellin - Retirement - NRA-NYAGCOMMDIV-01517594.pdf
NRA-NYAGCOMMDIV-01517181	Personnel Files - Marcellin (Benefits file) - NRA-NYAGCOMMDIV-01517181.pdf
NRA-NYAGCOMMDIV-01516074	Personnel Files - Phillips - NRA-NYAGCOMMDIV-01516074.pdf
NRA-NYAGCOMMDIV-01101849	Personnel Files - Powell - NRA-NYAGCOMMDIV-01101849.pdf

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-01534625	Personnel Files - Rowling - NRA-NYAGCOMMDIV-01534625.pdf
NRA-NYAGCOMMDIV-01515772	Personnel Files - Schropp - NRA-NYAGCOMMDIV-01515772.pdf
NRA-NYAGCOMMDIV-00199814	Personnel Files - Schropp (2019) - NRA-NYAGCOMMDIV-00199814.pdf
NRA-NYAGCOMMDIV-01515836	Personnel Files - Schropp (benefits file) - NRA-NYAGCOMMDIV-01515836.pdf
NRA-NYAGCOMMDIV-01516981	Personnel Files - Sheets - NRA-NYAGCOMMDIV-01516981.pdf
NRA-NYAGCOMMDIV-00076942	Personnel Files - Spray - NRA-NYAGCOMMDIV-00076942.pdf
NRA-NYAGCOMMDIV-00225609	Personnel Files - Sterner, Colleen - NRA-NYAGCOMMDIV-00225609.pdf
NRA-NYAGCOMMDIV-00225583	Personnel Files - Sterner, Colleen (benefits file) - NRA-NYAGCOMMDIV-00225583.pdf
NRA-NYAGCOMMDIV-01440663	Stmt of Corp Ethics - Undated - NRA-NYAGCOMMDIV-01440663.pdf
	Stmt of Corp Ethics - 1990 - Extract - Personnel Files - Adkins, Mary Rose (Part 1 of 2) NRA-NYAGCOMMDIV-01437689.pdf
NRA-NYAGCOMMDIV-01517029	Stmt of Corp Ethics - 1990 - Extract - Personnel Files - Sheets - NRA-NYAGCOMMDIV-01516981.pdf
NRA-NYAGCOMMDIV-01432024	Stmt of Corp Ethics - 1995 - Extract - Personnel Files - Cox - NRA-NYAGCOMMDIV-01431957.pdf
NRA-NYAGCOMMDIV-01515291	Stmt of Corp Ethics - 1995 - Extract - Personnel Files - Hallow - NRA-NYAGCOMMDIV-01515266.pdf
NRA-NYAGCOMMDIV-01534705	Stmt of Corp Ethics - 1999 - Extract - Personnel Files - Rowling - NRA-NYAGCOMMDIV-01534625.pdf
NRA-NYAGCOMMDIV-01534674	Stmt of Corp Ethics - 2004.01.01 - Extract - Personnel Files - Rowling - NRA-NYAGCOMMDIV-01534625.pdf
NRA-NYAGCOMMDIV-01534665	Stmt of Corp Ethics - 2006.01.07 - Extract - Personnel Files - Rowling - NRA-NYAGCOMMDIV-01534625.pdf
NRA-NYAG-00023491	Stmt of Corp Ethics - 2014.01.08 HR Email sending 2006 version of Stmt of Corp Ethics.pdf
NYAG-00282387	Stmt of Corp Ethics - 2015.01.26.pdf
	Allegiance Creative Group August 2022 July 2024 FE.PDF
	2022-09-12 Documents.pdf
NRA-NYAGCOMMDIV-00128926	PBC2 Check Register Standard - 03.630 - NRA-NYAGCOMMDIV-00128926.xlsx
NRA-NYAGCOMMDIV-01492975	2.8.2-CASH2021 (2021.04.05) - NRA-NYAGCOMMDIV-01492975.xlsm
NRA-NYAGCOMMDIV-01489878	AP Transactions Count Jan-Oct 2020 - NRA-NYAGCOMMDIV-01489878.xlsx
	JohnFrazer-CorpRep_PDFTran.pdf
	JohnFrazer-CorpRep_1.pdf
	JohnFrazer-CorpRep_11.pdf
	JohnFrazer-CorpRep_12_Pdf.xls
AT100004791	JohnFrazer-CorpRep_17.pdf
NRA-NYAG-00021379	JohnFrazer-CorpRep_18.pdf
NYAG-00166045	JohnFrazer-CorpRep_19.pdf
MMP0000395	JohnFrazer-CorpRep_20.pdf
NRA-NYAGCOMMDIV-01538646	JohnFrazer-CorpRep_21.pdf
NRA-NYAGCOMMDIV-01538604	JohnFrazer-CorpRep_22.pdf

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	JohnFrazer-CorpRep_COND.pdf
	JohnFrazer-CorpRep_LinkPDF.pdf
NRA-NYAGCOMMDIV-01519919	Schropp, Tyler Dep. Transcript - NRA-NYAGCOMMDIV-01519919_image.pdf
	Excerpt 4-16-21 AM NRA Trial- Makris Testimony..pdf
	Excerpt 4-16-21 PM NRA Trial- Makris Testimony..pdf
NRA-NYAGCOMMDIV-00198884	LaPierre UWS Dep Transcript Vol. I - NRA-NYAGCOMMDIV-00198884_image.pdf
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NRA-NYAGCOMMDIV-01519651	Loughlin, Warner Dep. Transcript - NRA-NYAGCOMMDIV-01519651_image.pdf
NRA-NYAGCOMMDIV-01069794	2019 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-01069794_image.pdf
NRA-NYAGCOMMDIV-01069698	2012 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-01069698_image.pdf
NRA-NYAGCOMMDIV-01070006	2013 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-01070006_image.pdf
NRA-NYAGCOMMDIV-01070115	2015 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-01070115_image.pdf
NRA-NYAGCOMMDIV-1070398	2016 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-1070398.pdf
NRA-NYAGCOMMDIV-01069858	2017 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-01069858_image.pdf
NRA-NYAGCOMMDIV-01070565	2018 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-01070565_image.pdf
AT100002643	Susan LaPierre Exhibit 7.pdf
NRA-NYAGCOMMDIV-00376757	5 - 2012 GS2 Invoices - NRA-NYAGCOMMDIV-00376757_image.pdf
NRA-NYAGCOMMDIV-00376682	6 - 2013 GS2 Invoices - NRA-NYAGCOMMDIV-00376682_image.pdf
NRA-NYAGCOMMDIV-00376597	7 - 2014 GS2 Invoices - NRA-NYAGCOMMDIV-00376597_image.pdf
NRA-NYAGCOMMDIV-00376498	8 - 2015 GS2 Invoices - NRA-NYAGCOMMDIV-00376498_image.pdf
NRA-NYAGCOMMDIV-00376837	9 - 2016 GS2 Invoices - NRA-NYAGCOMMDIV-00376837_image.pdf
NRA-NYAGCOMMDIV-00376933	10 - 2017 GS2 Invoices - NRA-NYAGCOMMDIV-00376933_image.pdf
NRA-NYAGCOMMDIV-00984604	11 - 2018 GS2 Invoices - NRA-NYAGCOMMDIV-00984604_image.pdf
NRA-NYAGCOMMDIV-00985024	12 - 2019 GS2 Invoices - NRA-NYAGCOMMDIV-00985024_image.pdf
ATI00001457	ATI00001457_image.pdf
ATI00001881	ATI00001881.pdf
ATI00001939	ATI00001939_image.pdf
ATI00002005	ATI00002005_image.pdf
ATI00002077	ATI00002077.pdf
ATI00002086	ATI00002086_image.pdf
ATI00002090	ATI00002090_image.pdf
ATI00002643	ATI00002643_image.pdf
ATI00003556	ATI00003556_image.pdf
ATI00003587	ATI00003587_image.pdf
	Frazer Am. Ans. to FAC - NYSCEF 626 - 4.12.2022.pdf

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Bates Begin	File Name / Description
	LaPierre Am. Ans. to FAC - NYSCEF 627 - 4.12.2022.pdf
	NRA Am. Ans. & CCs to FAC - NYSCEF 629 - 4.15.2022.pdf
NRA-NYAG-00039812	NRA-NYAG-00039812.pdf
NRA-NYAG-00039969	NRA-NYAG-00039969.pdf
NRA-NYAG-00041606	NRA-NYAG-00041606.pdf
NRA-NYAG-00041820	NRA-NYAG-00041820.pdf
NRA-NYAG-00042747	NRA-NYAG-00042747_image.pdf
NRA-NYAG-00044471	NRA-NYAG-00044471.pdf
NRA-NYAG-00044544	NRA-NYAG-00044544.pdf
NRA-NYAG-00044562	NRA-NYAG-00044562.pdf
NRA-NYAG-00045657	NRA-NYAG-00045657.pdf
NRA-NYAGCOMMDIV-00023613	NRA-NYAGCOMMDIV-00023613 - Under Wild Skies Vendor Report 2020.pdf
NRA-NYAGCOMMDIV-00319760	NRA-NYAGCOMMDIV-00319760.pdf
	NYAG First Am. Compl. - NYSCEF 333 -8.16.21.pdf
	NYAG Second Am. Compl. - NYSCEF 646 - 5.2.2022.pdf
NYAG-WF-01167627	NYAG-WF-01167627-1168524.pdf
NRA-NYAGCOMMDIV-00606872	Phillips Ans. to SAC - NYSCEF 627 - 4.12.2022.pdf
NRA-NYAGCOMMDIV-00288783	Stanford Exhibit 5.pdf
ATI00002643	Stanford Exhibit 14.pdf
NRA-NYAGCOMMDIV-01539480	NRA-NYAGCOMMDIV-01539480_CONFIDENTIAL.xlsx
	Copy of 2015 NRA GL, 1010, 2000 Accts, \$1k and Above - Confidential.xlsx
	Copy of 2016 NRA GL, 1010, 2000 Accts, \$1k and Above - Confidential.xlsx
	Copy of 2017 NRA GL, 1010, 2000 Accts, \$1k and Above - Confidential.xlsx
	Copy of 2018 NRA GL, 1010, 2000 Accts, \$1k and Above - Confidential.xlsx
	Copy of 2019 NRA GL, 1010, 2000 Accts, \$1k and Above - Confidential.xlsx
	Copy of 2020 NRA GL, 1010, 1015, 2000 Accts, \$1k and Above - Confidential.xlsx
	Copy of 2021 NRA GL, 1010, 1015, 2000 Accts, \$1k and Above - Confidential.xlsx
NRA-NYAGCOMMDIV-01539474	NRA-NYAGCOMMDIV-01539474_CONFIDENTIAL.xlsx
NRA-NYAGCOMMDIV-01539475	NRA-NYAGCOMMDIV-01539475_CONFIDENTIAL.xlsx
NRA-NYAGCOMMDIV-01539476	NRA-NYAGCOMMDIV-01539476_CONFIDENTIAL.xlsx
NRA-NYAGCOMMDIV-01539477	NRA-NYAGCOMMDIV-01539477_CONFIDENTIAL.xlsx
NRA-NYAGCOMMDIV-01539478	NRA-NYAGCOMMDIV-01539478_CONFIDENTIAL.xlsx
NRA-NYAGCOMMDIV-01539479	NRA-NYAGCOMMDIV-01539479_CONFIDENTIAL.xlsx
NRA-NYAGCOMMDIV-01538647	NRA Prod. 112 - NRA-NYAGCOMMDIV-01538647-60.pdf
NRA-NYAGCOMMDIV-01538661	NRA Prod. 113 - NRA-NYAGCOMMDIV-01538661-72 .pdf
NRA-NYAGCOMMDIV-01538673	NRA Prod. 114 - NRA-NYAGCOMMDIV-01538673-769.pdf
NRA-NYAGCOMMDIV-01538770	NRA Prod. 115 - NRA-NYAGCOMMDIV-01538770-8815.pdf
NRA-NYAGCOMMDIV-01538816	NRA Prod. 116 - NRA-NYAGCOMMDIV-01538816-17.pdf
NRA-NYAGCOMMDIV-01539222	NRA Prod. 119 - NRA_NYAGCOMMDIV-01539222-384 .pdf
NRA-NYAGCOMMDIV-01070398	2016 GS2 Electronic Funds Remittances - NRA-NYAGCOMMDIV-1070398.pdf
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Bates Begin	File Name / Description
	“Tone at the top: The first ingredient in a world-class ethics and compliance program.” (Deloitte, 2015)
NRA-AMc 00048503	1999 Ackerman Services Agreement, May 1, 1999
NYAG-Ackerman 0009075	2001 Ackerman McQueen/Mercury Group “Audit” Process and Findings
NYAG-Ackerman 0009057	2002 Ackerman McQueen/Mercury Group “Audit” Process and Findings
NYAG-Ackerman 0009086	2004 Ackerman McQueen/Mercury Group “Audit” Process and Findings
NYAG-Ackerman 0009089	2005 Ackerman McQueen/Mercury Group “Audit” Process and Findings
NYAG-Ackerman 0009082	2007 Ackerman McQueen/Mercury Group “Audit” Process and Findings
	2012-2019 NRA Form 990, Part VII. Section B Independent Contractors
NYAG-Ackerman 0009079	2014 Ackerman McQueen/Mercury Group “Audit” Process and Findings
NRA-NYAG-00002348	2015 Financial Disclosure Questionnaire
NRA-NYAG-00080136	2016 Butz Agreement
NRA-NYAG-00009482	2016 Financial Disclosure Questionnaire
MCKENNA 00000032	2016 McKenna NRA Updated – 03 01 16 – redline
NYAG-NRA-00000176	2017 Ackerman Services Agreement, April 30, 2017
NRA-NYAG-00007282	2017 Financial Disclosure Questionnaire
NYAG-NRA-00000187	2018 Amendment No. 1 to Services Agreement, May 6, 2018
NRA-NYAG-00005023	2018 Financial Disclosure Questionnaire
NRA-NYAGCOMMDIV-00080926	2019 Financial Disclosure Questionnaire
NRA-NYAGCOMMDIV-00081079	2020 Financial Disclosure Questionnaire
	ACFE Fraud Examiners Manual
NRA-NYAG-00027210	Addendum to Marion Hammer Contracting Agreement, April, 2018
NRA-BK-00100166	Agreement between NRA and GS2, March 24, 2019
	AICPA audit standards AU-C Section 240
	AICPA Forensic & Valuation Services Practice Aid
NRA-NYAGCOMMDIV-01538647	Allegiance Agreement, August 1, 2022
NRA-NYAG-00020634	Allegiance Business Case Analysis
NRA-NYAGCOMMDIV-00874698	Allegiance Contract effective December 1, 2011
	Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022
NRA-NYAG-00011099	Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000
NRA-NYAGCOMMDIV-00560114	Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000
NRA-NYAGCOMMDIV-01473560	ATI and NRA Production and Distribution Agreements, November 26, 1997 and March 9, 2004
	AU-C Section 240
NRA-NYAG-00020635	Audit Committee – Summary of Related Party Transaction March 2016
NRA-NYAGCOMMDIV-01474781	Audit Committee Meeting Minutes, December 7, 2017
NRA-NYAGCOMMDIV-01121013	Audit Committee Related Party Transaction Review, March 2016
NRA-NYAG-00013209	Audit Committee Related Party Transaction Summary, December 2017
NRA-NYAG-00014209	Audit Committee Related Party Transaction Summary, December 2017
	Bankruptcy Testimony of Wayne LaPierre, April 7, 2021
	Bankruptcy Trial, Craig Spray Testimony, April 13, 2021 PM
	Bankruptcy Trial, Sonya Rowling Testimony, April 8, 2021 PM

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Bates Begin	File Name / Description
	Bankruptcy Trial, Wayne LaPierre Testimony, April 7, 2021
	Bankruptcy Trial, Wayne LaPierre Testimony, April 8, 2021 AM
NRA-NYAG-00080136	Butz 2002 Agreement, December 9, 2002
NRA-NYAGCOMMDIV-00977684	Butz 2019 Agreement, March 22, 2019
NYAG-00218847	Chart of Accounts – NRA, January 30, 2019
NRA-NYAGCOMMDIV-00880776	Combined Disclosure of Financial Interest Questionnaire Responses, 2008-2016
NRA-NYAGCOMMDIV-01318675	Concord Contract effective December 1, 2011
NRA-NYAGCOMMDIV-00867607	Concord Contract Review Packet
HWS-NYAG0368	Contract Extension to H.W.S. Consulting Agreement of July 1, 2016, February 15, 2018
	COSO Internal Control – Integrated Framework (2013), Appendix B: Roles and Responsibilities
NRA-NYAG-00026713	David Keene 2016 Financial Disclosure Questionnaire, January 16, 2016
NRA-NYAG-00002409	David Keene 2017 Financial Disclosure Questionnaire, December 16, 2016
NRA-NYAG-00007115	David Keene 2018 Financial Disclosure Questionnaire, December 7, 2017
NRA-NYAG-00002644	David Keene 2019 Financial Disclosure Questionnaire, February 11, 2019
NRA-NYAGCOMMDIV-00081238	David Keene 2020 Financial Disclosure Questionnaire, December 28, 2019
NRA-NYAGCOMMDIV-01535212	David Keene 2021 Financial Disclosure Questionnaire, January 7, 2021
NRA-NYAGCOMMDIV-01535243	David Keene 2022 Financial Disclosure Questionnaire, January 15, 2022
NRA-NYAGCOMMDIV-00976854	David Keene Consulting Agreement, April 1, 2019
	Deposition of Charles Cotton, June 17, 2022
	Deposition of Craig Spray, March 24, 2021
	Deposition of Gayle Stanford, February 28, 2022
	Deposition of Gurney Sloan, June 6, 2022
	Deposition of John Frazer, July 29, 2022
	Deposition of Josh Powell, June 9, 2022
	Deposition of Lisa Supernaugh, May 5, 2022
	Deposition of Michael Erstling, June 16, 2022
	Deposition of Murray Drechsler, August 10, 2022
	Deposition of NRA Corporate Representative John Frazer, July 29, 2022
	Deposition of Sonya Rowling, July 14, 2022
	Deposition of Thomas Tedrick on April 28, 2022
	Deposition of Tyler Schropp, May 3, 2022
	Deposition of Wayne LaPierre, April 8, 2021
	Deposition of Wayne LaPierre, In re NRA & Sea Girt, LLC, March 22, 2021
	Deposition of Wayne LaPierre, June 17, 2020
	Deposition of Wayne LaPierre, June 27, 2022
	Deposition of Wayne LaPierre, June 28, 2022
	Deposition of Wayne LaPierre, March 22, 2021
	Deposition of Wilson Phillips on August 10, 2021
	Deposition of Wilson Phillips, August 10, 2021
	Deposition of Wilson Phillips, August 11, 2021
	Deposition of Wilson Phillips, October 18, 2021

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Bates Begin	File Name / Description
	Deposition of Woody Phillips, August 11, 2021
	Deposition Testimony of Anthony Makris, April 21, 2021
	Deposition Testimony of David Coy, June 15, 2022
NRA-NYAG-00022703	Deposition Testimony of Wilson Phillips, August 10, 2021, Exhibit 19
NRA-NYAGCOMMDIV-00315390	Email Exchange Between Michael Erstling and Rick Tedrick, September 2017
NRA-NYAGCOMMDIV-01539954	Email from David Warren to Rick Tedrick dated July 29, 2022
NRA-NYAGCOMMDIV-00716109	Email from Lisa Supernaugh to Gayle Stanford, February 24, 2015
NRA-NYAGCOMMDIV-00288783	Email from Lisa Supernaugh to Gayle Stanford, January 5, 2017
NRA-NYAGCOMMDIV-00624603	Email From Lockton to Marcellin, March 17, 2017
NRA-NYAGCOMMDIV-00008642	Email from MMP to NRA, June 14, 2019
NYAG-00014310	Email from Sonya Rowling to Craig Spray, September 10, 2018
NYAG-00014014	Examination of H. Wayne Sheets, June 26, 2020
	Examination of Wayne LaPierre, June 17, 2020
NRA-NYAG-00002348	Financial Disclosure Questionnaire forms
NRA-NYAG-00005023	Financial Disclosure Questionnaire forms
NRA-NYAG-00007282	Financial Disclosure Questionnaire forms
NRA-NYAG-00009482	Financial Disclosure Questionnaire forms
NRA-NYAGCOMMDIV-01318673	First Amended Concord Contract, April 22, 2015
NRA-NYAGCOMMDIV-00874669	First Amended MMP Contract, April 22, 2015
	First Amended Verified Answer to Amended and Supplemental Complaint and Counterclaims, April 15, 2022
NRA-NYAGCOMMDIV-00874671	Fourth Amended Allegiance Contract effective January 3, 2019
NRA-NYAGCOMMDIV-01522716	FRA's analysis of expenses from Nader Tavangar's expense reports
NRA-NYAGCOMMDIV-01522715	FRA's analysis of expenses from Tyler Schropp's credit card statements
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NRA-NYAGCOMMDIV-00877275	Frazer-Rowling Email, August 2019
MCKENNA_00013959	Fw: Follow-up Inquiries re: McKenna & Associates
MCKENNA_00008160	FW: McKenna Contract, February 28, 2018
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HWS-NYAG0318	H.W.S. Consulting Agreement, April 1, 2013
HWS-NYAG0336	H.W.S. Consulting Agreement, July 1, 2016
HWS-NYAG0371	H.W.S. Consulting Agreement, July 1, 2016
HWS-NYAG0239	H.W.S. Expense Reporting & Invoicing, October 1, 2018
ATI00001849	Illusions Schedule, June 2018
ATI00000539	Internal MMP email, June 23, 2015
ATI00003646	Internal MMP email, September 28, 2017
RSM-NYAG_0079914	Internal RSM Email, NRA Marcellin Agreement, November 21, 2017
NYAG-STANFORD-00000794	Invoice # 070118ROA from CAA to Gayle Stanford, June 5, 2018
NYAG-STANFORD-00000796	Invoice # 070818ROA from CAA to Gayle Stanford, June 5, 2018
NYAG-STANFORD-00000797	Invoice # 070916ROA from CAA to Gayle Stanford, June 28, 2016
NRA-NYAGCOMMDIV-00376498	Invoice #2899 from GS2 to NRA, January 2, 2015
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NRA-NYAGCOMMDIV-00376523	Invoice #2920 from GS2 to NRA, March 3, 2015
NYAG-STANFORD-00000112	Invoice #2922 from GS2 to NRA, March 24, 2015
NYAG-STANFORD-00000071	Invoice #2933 from GS2 to NRA, April 23, 2015
NRA-NYAGCOMMDIV-00376838	Invoice #3019 from GS2 to NRA, January 12, 2016
NRA-NYAGCOMMDIV-00376842	Invoice #3023 from GS2 to NRA, January 15, 2015
NYAG-STANFORD-00000240	Invoice #3061 from GS2 to NRA, May 25 2016
NRA-NYAGCOMMDIV-00376880	Invoice #3061 from GS2 to NRA, May 25, 2016
NRA-NYAGCOMMDIV-00376879	Invoice #3062 from GS2 to NRA, May 25, 2016
NRA-NYAGCOMMDIV-00376878	Invoice #3063 from GS2 to NRA, May 25, 2016
NRA-NYAGCOMMDIV-00376877	Invoice #3064 from GS2 to NRA, May 25, 2016
NRA-NYAGCOMMDIV-00376876	Invoice #3065 from GS2 to NRA, May 25, 2016
NRA-NYAGCOMMDIV-00376885	Invoice #3071 from GS2 to NRA, June 4, 2016
NYAG-STANFORD-00000206	Invoice #3071 from GS2 to NRA, June 4, 2016
NYAG-STANFORD-00000230	Invoice #3073 from GS2 to NRA, June 15, 2016
NYAG-STANFORD-00000217	Invoice #3079 from GS2 to NRA, June 28, 2016
NYAG-STANFORD-00000228	Invoice #3080 from GS2 to NRA, June 28, 2016
NYAG-STANFORD-00000229	Invoice #3080 from GS2 to NRA, June 28, 2016
NRA-NYAGCOMMDIV-00376901	Invoice #3094 from GS2 to NRA, August 23, 2016
NYAG-STANFORD-00000203	Invoice #3094 from GS2 to NRA, August 23, 2016
NYAG-STANFORD-00000201	Invoice #3131 from GS2 to NRA, December 23, 2016
NRA-NYAGCOMMDIV-00376935	Invoice #3134 from GS2 to NRA, January 1, 2017
NYAG-STANFORD-00000354	Invoice #3151 from GS2 to NRA, February 7, 2017
NYAG-STANFORD-00000385	Invoice #3175 from GS2 to NRA, May 11, 2017
NRA-NYAGCOMMDIV-00984604	Invoice #3247 from GS2 to NRA, January 1, 2018
NYAG-STANFORD-00000520	Invoice #3310 from GS2 to NRA, March 2, 2018
NYAG-STANFORD-00000555	Invoice #3311 from GS2 to NRA, March 2, 2018
NYAG-STANFORD-00000536	Invoice #3312 from GS2 to NRA, March 2, 2018
NYAG-STANFORD-00000544	Invoice #3313 from GS2 to NRA, March 2, 2018
NYAG-STANFORD-00000542	Invoice #3319 from GS2 to NRA, June 7, 2018
NRA-NYAGCOMMDIV-00376532	Invoice from Gayle Stanford to NRA, April 16, 2015
NRA-NYAGCOMMDIV-00376539	Invoice from Gayle Stanford to NRA, April 29, 2015
NRA-NYAGCOMMDIV-00376518	Invoice from Gayle Stanford to NRA, February 17, 2015
NRA-NYAGCOMMDIV-00984613	Invoice from Gayle Stanford to NRA, February 5, 2018
NRA-NYAGCOMMDIV-00376839	Invoice from Gayle Stanford to NRA, January 13, 2016
NRA-NYAGCOMMDIV-00376940	Invoice from Gayle Stanford to NRA, January 17, 2017
NRA-NYAGCOMMDIV-00984607	Invoice from Gayle Stanford to NRA, January 5, 2018
NRA-NYAGCOMMDIV-00984668	Invoice from Gayle Stanford to NRA, July 16, 2018
NRA-NYAGCOMMDIV-00376975	Invoice from Gayle Stanford to NRA, May 12, 2017
NRA-NYAGCOMMDIV-00376881	Invoice from Gayle Stanford to NRA, May 27, 2016
NRA-NYAGCOMMDIV-00984646	Invoice from Gayle Stanford to NRA, May 9, 2018
NRA-NYAG-00009723	LaPierre 2016 NRA Financial Disclosure Questionnaire, February 8, 2016
NRA-NYAG-00002384	LaPierre 2017 NRA Financial Disclosure Questionnaire, October 24, 2017

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Bates Begin	File Name / Description
NRA-NYAG-00002418	LaPierre 2018 NRA Financial Disclosure Questionnaire, August 24, 2018
NRA-NYAGCOMMDIV-00199567	LaPierre 2020 NRA Financial Disclosure Questionnaire, January 28, 2020
NRA-NYAGCOMMDIV-00199293	LaPierre 2021 NRA Financial Disclosure Questionnaire, April 7, 2021
NRA-NYAGCOMMDIV-01536493	LaPierre 2022 NRA Financial Disclosure Questionnaire, March 28, 2022
NRA-NYAG-00011170	Marcellin Agreement, July 1, 2014
NRA-NYAG-00011176	Marcellin Agreement, October 15, 2012
NRA-NYAG-00020573	Marcellin Lockton Agreement, January 1, 2016
NRA-NYAG-00011175	Marcellin Retirement, January 1, 2016
NRA-NYAGCOMMDIV-00092290	Marcellin Settlement Agreement and Release, January 8, 2020
NRA-NYAG-00009788	Marion Hammer 2017 Financial Disclosure Questionnaire, June 29, 2018
NRA-NYAG-00005400	Marion Hammer 2019 Financial Disclosure Questionnaire, February 12, 2019
NRA-NYAGCOMMDIV-00081157	Marion Hammer 2020 Financial Disclosure Questionnaire, January 29, 2020
NRA-NYAGCOMMDIV-01534974	Marion Hammer 2021 Financial Disclosure Questionnaire, January 15, 2021
NRA-NYAGCOMMDIV-00877276	Marion Hammer Agreement, October 18, 2011
NRA-NYAG-00020736	Marion Hammer Agreement, October 31, 2014
NRA-NYAGCOMMDIV-01042339	Marion Hammer Consulting Agreement, December 4, 2019
NRA-NYAGCOMMDIV-01013247	Marion Hammer Consulting Agreement, January 1, 2020
NRA-NYAGCOMMDIV-00868024	Marion Hammer Contracting Agreement, December, 2017
NRA-NYAG-00020736	Marion Hammer Contracting Agreement, January 1, 2015
NRA-NYAG-00025626	McKenna Business Case Analysis, June 29, 2018
MCKENNA 00006533	McKenna Contract 2019
MCKENNA 00000099	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00003529	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00008062	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00008072	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00008781	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00008801	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00008812	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00008866	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00013114	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00013124	McKenna Professional Services Consulting Agreement, January 1, 2018
MCKENNA 00003721	McKenna Professional Services Consulting Agreement, January 1, 2019
MCKENNA 00000010	McKenna Work Order #6001, December 15, 2017
MCKENNA 00000015	McKenna Work Order #6001, December 15, 2017
MCKENNA 00000107	McKenna Work Order #6001, December 15, 2017
MCKENNA 00004597	McKenna Work Order #6001, December 15, 2017
MCKENNA 00008170	McKenna Work Order #6001, December 15, 2017
MCKENNA 00009374	McKenna Work Order #6001, December 15, 2017
MCKENNA 00010085	McKenna Work Order #6001, December 15, 2017
MCKENNA 00013502	McKenna Work Order #6001, December 15, 2017
MCKENNA 00003413	McKenna Work Order #6001, November 1, 2018
MCKENNA 00006716	McKenna Work Order #6001, November 1, 2018

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 Summary of Documents Considered
 Expert Report of Eric Hines, CPA, CFF, CHC

Bates Begin	File Name / Description
MCKENNA 00007169	McKenna Work Order #6001, November 1, 2018
MCKENNA 00003803	McKenna Work Order #6001, October 1, 2018
MCKENNA 00003809	McKenna Work Order #6001, October 1, 2018
MCKENNA 00003813	McKenna Work Order #6001, October 1, 2018
MCKENNA 00003817	McKenna Work Order #6001, October 1, 2018
MCKENNA 00000017	McKenna Work Order #6002, July 1, 2018
MCKENNA 00000114	McKenna Work Order #6002, June 1, 2018
MCKENNA 00000118	McKenna Work Order #6002, June 1, 2018
MCKENNA 00008930	McKenna Work Order #6002, June 1, 2018
MCKENNA 00008936	McKenna Work Order #6002, June 1, 2018
MCKENNA 00000112	McKenna Work Order #6002, October 1, 2018
MCKENNA 00000023	McKenna Work Order #6003, July 1, 2018
MCKENNA 00000127	McKenna Work Order #6003, July 1, 2018
MCKENNA 00000132	McKenna Work Order #6003, July 1, 2018
MCKENNA 00008791	McKenna Work Order #6003, July 1, 2018
MCKENNA 00008796	McKenna Work Order #6003, July 1, 2018
MCKENNA 00008860	McKenna Work Order #6003, July 1, 2018
MCKENNA 00013149	McKenna Work Order #6003, July 1, 2018
MCKENNA 00013155	McKenna Work Order #6003, July 1, 2018
MCKENNA 00000123	McKenna Work Order #6003, July 31, 2017
NYAG-FEC-00000031	Meeting minutes from a December 7, 1996 meeting of the NRA's Finance Committee of the Board of Directors
NRA-NYAGCOMMDIV-00062734	Memo from Craig Spray to John Frazer, June 25, 2019
	Memorandum of Understanding Between the NRA and the MMP Companies, July 29, 2022
NRA-NYAGCOMMDIV-00865395	Minutes of the 2/6/2019 meeting of the NRA Audit Committee
NRA-NYAG-00007466	Minutes of the Annual Meetings of Members May 5, 2018
NRA-NYAGCOMMDIV-01057438	Minutes of the December 7, 2017 Audit Committee meeting
NRA-NYAGCOMMDIV-00874689	MMP Contract effective December 1, 2011
NRA-NYAGCOMMDIV-00867564	MMP Contract Review Packet
NYAG-FEC-00000063	Money Spent at Variance with Board Financial Policy: The Top Vendors, 1996
MCKENNA 00000001	NRA - McKenna - Master Agreement - 2018 - 12 22 17
MCKENNA 00000159	NRA - McKenna Agreement - 2018 Addendum - fully executed
	NRA 2016 IRS Form 990 Schedule G
	NRA 2016 IRS Form 990 Schedule J
	NRA 2017 IRS Form 990 Schedule G
	NRA 2017 IRS Form 990 Schedule J
	NRA 2018 IRS Form 990 Schedule G
	NRA 2018 IRS Form 990 Schedule J
	NRA 2019 IRS Form 990 Schedule J
NRA-NYAGCOMMDIV-01523038	NRA Ackerman Settlement Agreement, March 11, 2022
NRA-NYAG-00022237	NRA Agreement with Iowa River Properties, January 9, 2016

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-00058169	NRA Bylaws - As Amended May 23, 2016
NRA-NYAG-00027663	NRA Bylaws as Amended September 10, 2016 and April 29, 2017
NRA-NYAGCOMMDIV-00089381	NRA Bylaws, as amended January 10, 2015 and September 12, 2015
NRA-NYAG-00027606	NRA Bylaws, as amended January 9, 2016
NRA-NYAG-00027497	NRA Bylaws, as amended May 18, 2009
NRA-NYAGCOMMDIV-01327392	NRA Bylaws, as amended September 10, 2016 and April 29, 2017
NRA-NYAG-00027524	NRA Bylaws, as amended September 15, 2012
NRA-NYAG-00027551	NRA Bylaws, as amended September 17, 2011, May 6, 2013 and September 13, 2014
NRA-NYAGCOMMDIV-00128926	NRA Check Register
NRA-NYAGCOMMDIV-01473559	NRA Email, February 19, 2019
NRA-NYAGCOMMDIV-00007666	NRA Employee Handbook, 2019, Independent Contractors, February 1, 2011
NRA-NYAGCOMMDIV-00007666	NRA Employee Handbook, Procurement Policy, January 7, 2006
NRA-NYAGCOMMDIV-00007872	NRA Employee Handbook, Procurement Policy, January 7, 2006
NRA-NYAGCOMMDIV-00007666	NRA Employee Handbook, Travel and Business Expense Reimbursement Policy
NRA-NYAG-00005096	NRA Financial Disclosure Questionnaire of Joshua Powell, January 29, 2019
NRA-NYAG-00022328	NRA Financial Disclosure Questionnaire of Joshua Powell, September 6, 2018
Aronson_NRA0033774	NRA Financial Services Division Accounting Procedures and Guideline
NRA-NYAGCOMMDIV-01537374	NRA General Ledger Detail, 2015-2021
MCKENNA_00003411	NRA Invoices and Payments – Through July 2018
	NRA IRS Form 990, 2017, Schedule O
NRA-NYAGCOMMDIV-00008897	NRA Policy Manual, March 11, 2020, Code of Ethics
NRA-NYAGCOMMDIV-00008897	NRA Policy Manual, March 11, 2020, Officer and Board of Directors Disclosure of Financial Interest, January 1, 2007
NRA-NYAGCOMMDIV-01094759	NRA Report of the Secretary to the Annual Meetings of Members May 21, 2016
NRA-NYAG-00081062	NRA Reports of Committee on Elections, 2002 - 2016
NRA-NYAGCOMMDIV-00007677	NRA Statement of Corporate Ethics
NRA-NYAGCOMMDIV-01528396	NRA Travel and Business Expense Reimbursement Policy
NRA-NYAGCOMMDIV-00007852	NRA Travel and Expense Reimbursement Policy
NRA-NYAGCOMMDIV-00547149	NRA-ILA 1099, 2002-2018
NRA-NYAGCOMMDIV-00855109	NRA-ILA 1099, 2002-2018
NRA-NYAGCOMMDIV-00855114	NRA-ILA 1099, 2002-2018
NRA-NYAGCOMMDIV-01538467	NRA-ILA General Ledger Detail, 2015-2021
NRA-NYAGCOMMDIV-01013251	NRA-ILA State Assistance Grant Application by Marion Hammer, December 11, 2017
NRA-NYAGCOMMDIV-01013252	NRA-ILA State Assistance Grant Application, December 11, 2017
NYAG-00122901	NR-OOP 2016
NYAG-00123368	NR-OOP 2017
NYAG-00122496	NR-OOP 2018
NRA-NYAG-00009463	Phillips 2018 NRA Financial Disclosure Questionnaire, August 10, 2018
NRA-NYAGCOMMDIV-00062732	Phillips Consulting Agreement, December 31, 2018
	Plaintiff's Second Amended Verified Complaint, May 2, 2022
NRA-NYAGCOMMDIV-00078366	Policy Statement Memo, Approval Procedures for Purchase Agreements and Contracts in Excess of \$100,000, February 27, 2012

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Bates Begin	File Name / Description
MCKENNA 00008287	RE: McKenna & Associates
MCKENNA 00008894	Re: McKenna Ben Hur Work Order
NRAB-00000455	Report of the Secretary to the Annual Meeting of Members, April 27, 2019
RSM-NYAG 0033030	RSM Audit Workpaper, Contract Reviews, December 31, 2017
NRA-NYAGCOMMDIV-01318683	Second Amended Concord Contract, January 30, 2017
NRA-NYAGCOMMDIV-00874709	Second Amended MMP Contract, January 30, 2017
NRA-NYAG-00027249	Second Amendment to the July 1, 2014 Agreement Between Marcellin and NRA, January 26, 2018
NRA-NYAG-00007499	Secretary's Report to the Annual Meeting of Members, April 28, 2017
NRA-NYAGCOMMDIV-00574373	Secretary's Report to the Annual Meeting of Members, May 21, 2016
NRA-NYAGCOMMDIV-01437689	Signed Statement of Corporate Ethics forms, such as Mary Adkins, May 30, 1990
MCKENNA 00000250	Spectre - McK Assoc Professional Consulting Services - Fully Executed
MCKENNA 00000259	Spectre - McK Assoc Work Order 3001 - Fully Executed
JP-0002560	Spectre Operating Agreement Amendment, December 15, 2017
JP-0016546	Spectre Operating Agreement, November 24, 2015
NRA-NYAGCOMMDIV-01534705	Statement of Corporate Ethics, 1999
NYAG-00282387	Statement of Corporate Ethics, January 26, 2015
NRA-NYAG-00023491	Statement of Corporate Ethics, January 7, 2006
AMEX000001	Subpoena by the NY Office of the Attorney General dated July 1, 2020
NYAG-00006294	Testimonial Hearing of Lisa George, February 11, 2020
NRA-NYAGCOMMDIV-00186814	Under Wild Skies Advertising Agreement, January 24, 2018
NRA-NYAGCOMMDIV-00259039	Under Wild Skies Advertising Agreement, May 21, 2015
NRA-NYAGCOMMDIV-00186812	Under Wild Skies Sponsorship Agreement, January 24, 2018
NRA-NYAGCOMMDIV-00198884	Under Wild Skies v. NRA, December 8, 2020
NRA-NYAGCOMMDIV-01539942	Updated MMP Contract Packet Info, 2022
NRA-NYAGCOMMDIV-00093893	Weaver Agreement, November 2016
NYAG-WF-01167627	Wells Fargo ACH transactions, 2013-2020, for NRA account ending x8228
NYAG-WF-01168545	Wells Fargo Business Records Declaration, July 1, 2020
NRA-NYAGCOMMDIV-01197845	WS Invoice for the 2018 Rovos Rail Bird Shoot, December 18, 2018
NRA-NYAGCOMMDIV-01523038	AMC settlement agreement - NRA-NYAGCOMMDIV-01523038.pdf
NRA-NYAGCOMMDIV-01536948	2020 Chart of Accounts - NRA-NYAGCOMMDIV-01536948.pdf
RSM-NYAG 0003153	2011 Chart of Accounts - RSM-NYAG 0003153.xls
RSM-NYAG 0006739	2012 Chart of Accounts FY12- PBC - RSM-NYAG 0006739.pdf
RSM-NYAG 0011899	2013 Chart of Accounts - FY13 - PBC - RSM-NYAG 0011899.pdf
RSM-NYAG 0012448	2014 Chart of Accounts FY14 - PBC - RSM-NYAG 0012448.pdf
RSM-NYAG 0020978	2015 Chart of Accounts - PBC - RSM-NYAG 0020978.pdf
NRA-NYAGCOMMDIV-01537277	2015 Chart of Accounts - NRA-NYAGCOMMDIV-01537277.pdf
NRA-NYAGCOMMDIV-01537209	2016 Chart of Accounts - NRA-NYAGCOMMDIV-01537209.pdf
RSM-NYAG 0025542	2016 Chart of Accounts - PBC - RSM-NYAG 0025542.pdf
NRA-NYAGCOMMDIV-01537244	2017 Chart of Accounts - NRA-NYAGCOMMDIV-01537244.xlsx
RSM-NYAG 0030327	2017 Chart of Accounts - PBC - RSM-NYAG 0030327.pdf
Aronson NRA0023704	2018 Chart of Accounts - Aronson NRA0023704.xlsx

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Bates Begin	File Name / Description
NRA-NYAGCOMMDIV-01537245	2018 Chart of Accounts - NRA-NYAGCOMMDIV-01537245.pdf
RSM-NYAG 0035043	2019.01.30 Chart of Accounts - PBC - RSM-NYAG 0035043.pdf
NYAG-00028441	Phillips - 2018 COI Questionnaire - NYAG-00028441.pdf
NRA-NYAGCOMMDIV-01539909	NRA Prod. 124.pdf
NRA-NYAGCOMMDIV-01539929	NRA Prod. 125.pdf
NRA-NYAGCOMMDIV-01539942	NRA Prod. 126.pdf
NRA-NYAGCOMMDIV-01539995	NRA Prod. 127.pdf
NRA-NYAGCOMMDIV-01539904	NRA-NYAGCOMMDIV-01539904.xlsx
NRA-NYAGCOMMDIV-01539905	NRA-NYAGCOMMDIV-01539905.xlsx
NRA-NYAGCOMMDIV-01539906	NRA-NYAGCOMMDIV-01539906.xlsx
NRA-NYAGCOMMDIV-00877276	NRA-NYAGCOMMDIV-00877276.pdf
NRA-NYAGCOMMDIV-01474781	94 - NRA-NYAGCOMMDIV-01474781_image.pdf
NRA-NYAGCOMMDIV-00877275	NRA-NYAGCOMMDIV-00877275.pdf
NRA-NYAG-00067222	May 2018 AMEX Reconciliation - NRA-NYAG-00067222
NRA-NYAGCOMMDIV-00376551	Invoice #2948 from GS2 to NRA
NRA-NYAGCOMMDIV-00376548	Invoice #2945 from GS2 to NRA
NRA-NYAGCOMMDIV-00376549	Invoice #2946 from GS2 to NRA
NRA-NYAGCOMMDIV-00376591	Invoice #3009 from GS2 to NRA
NRA-NYAGCOMMDIV-00376876	Invoice #3065 from GS2 to NRA
NRA-NYAGCOMMDIV-00376877	Invoice #3064 from GS2 to NRA
NRA-NYAGCOMMDIV-00376875	Invoice #3060 from GS2 to NRA
NRA-NYAGCOMMDIV-00376879	Invoice #3062 from GS2 to NRA
NRA-NYAGCOMMDIV-00376878	Invoice #3063 from GS2 to NRA
NRA-NYAGCOMMDIV-00376880	Invoice #3061 from GS2 to NRA
NRA-NYAGCOMMDIV-00376885	Invoice #3071 from GS2 to NRA
NRA-NYAGCOMMDIV-00376889	Invoice #3078 from GS2 to NRA
NRA-NYAGCOMMDIV-00376888	Invoice #3077 from GS2 to NRA
NRA-NYAGCOMMDIV-00376893	Invoice #3082 from GS2 to NRA
NRA-NYAGCOMMDIV-00376914	Invoice #3108 from GS2 to NRA
NRA-NYAGCOMMDIV-00376930	Invoice #3130 from GS2 to NRA
NRA-NYAGCOMMDIV-00376948	Invoice #3145 from GS2 to NRA
NRA-NYAGCOMMDIV-00376945	Invoice #3144 from GS2 to NRA
NRA-NYAGCOMMDIV-00376952	Invoice #3150 from GS2 to NRA
NRA-NYAGCOMMDIV-00984632	Invoice #3273 from GS2 to NRA
NRA-NYAGCOMMDIV-00984631	Invoice #3274 from GS2 to NRA
NYAG-STANFORD-00000542	Invoice #3319 from GS2 to NRA
NYAG-STANFORD-00000621	Invoice #3381 from GS2 to NRA
NYAG-STANFORD-00000919	Invoice(s) # 5238 from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000917	Invoice(s) # 5236 from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000916	Invoice(s) # 5235 from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000652; -00000913	Invoice(s) # 010416ROA & 12291SROA from Corporate America Aviation, Inc. to II&IS Travel

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Bates Begin	File Name / Description
NYAG-STANFORD-00001280-00001282; -00001250-00001251; -00001236-00001237; -00001232-00001235	Invoice(s) # 24752, 24738, 24732, 24731 from Ready to Roll to II & IS
NYAG-STANFORD-00001241-00001245; -00001269-00001272; -00001293-00001295	Invoice(s) # 24749, 24735, 24757 from Ready to Roll to II & IS
NYAG-STANFORD-00000942	Invoice(s) # 5332 from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00001252-00001255; -00001277-00001279; -00001259-00001261; -00001256-00001258; -00001291-00001292; -00001267-00001268	Invoice(s) # 24739, 24751, 24741, 24740, 24756, 24748 from Ready to Roll to II & IS
NYAG-STANFORD-00001298-00001303; -00001246-00001249; -00001225-00001228; -00001264-00001266	Invoice(s) # 24760, 24736, 24726, 24747 from Ready to Roll to II & IS
NYAG-STANFORD-00001287-00001290; -00001229-00001231; -00001262-00001263; -00001286; -00001296-00001297	Invoice(s) # 24755, 24727, 24746, 24754, 24759 from Ready to Roll to II & IS
NYAG-STANFORD-00001238-00001240; -00001273-00001276; -00001283-00001285	Invoice(s) # 24734, 24750, 24753 from Ready to Roll to II & IS
NYAG-STANFORD-00000952	Invoice(s) # 5343 from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00001216-00001224; -00001304-00001320	Invoice(s) # 24551-24556, 24856, 24857, 24935, 25082-25085 from Ready to Roll to II&IS Travel
NYAG-STANFORD-00000954	Invoice(s) # 5345 from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000969	Invoice(s) # 5372 from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000906; -00000911; -00000651	Invoice(s) # 122316ROA, 122716ROA, 010317ROA from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000674	Invoice(s) # 013117aROA from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000676; -00000683; -00000689	Invoice(s) # 013117ROA; 020217ROA; 020517ROA from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000699	Invoice(s) # 021117ROA from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000718	Invoice(s) # 031518ROA from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000720	Invoice(s) # 032218ROA from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000794; -00000796	Invoice(s) # 070118ROA; 070818ROA from Corporate America Aviation, Inc. to II&IS Travel
NRA-NYAG-00084133; -00084134; -00084136	Invoice(s) # 082417R0A; 082517ROA; 0090417aROA from Corporate America Aviation, Inc. to II&IS Travel
NYAG-STANFORD-00000031	Invoice #2921 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000034	Invoice #2964 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000038	Invoice #3010 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000153	Invoice #3025 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000155	Invoice #3017 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000156	Invoice #3093 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000157	Invoice #3074 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000295	Invoice #3141 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000480	Invoice #3251 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000591	Invoice #3357 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000592	Invoice #3375 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000593	Invoice #3373 from I.I. & I.S., Inc. to NRA - ILA

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Bates Begin	File Name / Description
NYAG-STANFORD-00000030	Invoice #2917 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000032	Invoice #2931 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000033	Invoice #2934 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000035	Invoice #2978 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000036	Invoice #2985 from GS2 Enterprises to NRA - ILA
NYAG-STANFORD-00000037	Invoice #3000 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000039	Invoice #3008 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000158	Invoice #3038 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000159	Invoice #3124 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000160	Invoice #3117 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000161	Invoice #3087 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000162	Invoice #3086 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000163	Invoice #3076 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000294	Invoice #3213 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000296	Invoice #3236 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000297	Invoice #3229 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000298	Invoice #3181 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000299	Invoice #3176 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000300	Invoice #3226 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000304	Invoice #3156 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000476	Invoice #3345 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000477	Invoice #3306 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000482	Invoice #3291 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000483	Invoice #3337 from I.I. & I.S., Inc. to NRA - ILA
NYAG-STANFORD-00000484	Invoice #3267 from I.I. & I.S., Inc. to NRA - ILA

Appendix 3

Confidential

NY OAG v. NRA Matter
StoneTurn Rate Table
Expert Report of Eric Hines, CPA, CFF, CHC

PROFESSIONAL LEVEL	RATES*	
Partner (Testifier)		
Partner/Managing Director		
Manager		
Senior Consultant		
Consultant		

*Agreed upon government rates with OAG Charities Bureau.

NY OAG v. NRA Matter

Table CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.1 - Payments to RWK Consulting

Expert Report of Eric Hines, CPA, CFF, CHC

**CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.1 - Payments to
RWK Consulting, 2017-2019**

[A]

Year	Payments
2017	\$ 720,000
2018	720,000
2019	240,000
Total	\$ 1,680,000

Sources and Notes:

[A] - Tab 6 - Wells Fargo x8228 ACH.xlsx

NY OAG v. NRA Matter

Table CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.2 - Payments to HWS Consulting

Expert Report of Eric Hines, CPA, CFF, CHC

**CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.2 - Payments to
HWS Consulting, 2013-2019**

[A]

Year	Payments
2013	\$ 418,713
2014	730,684
2015	824,644
2016	821,304
2017	977,393
2018	500,303
2019	8,831
Total	\$ 4,281,873

Sources and Notes:

[A] - Tab 6 - Wells Fargo x8228 ACH.xlsx

NY OAG v. NRA Matter

Table CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.3 - Form 990 Payments to HWS Consultng, 2013-2019

Expert Report of Eric Hines, CPA, CFF, CHC

**CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.3 - Form 990 Payments to HWS Consulting,
2013-2019**

[A]

[B]

Year	Payments	Form 990 Payments
2013	\$ 418,713	N/A
2014	730,684	N/A
2015	824,644	N/A
2016	821,304	\$ 685,000
2017	977,393	710,000
2018	500,303	360,000
2019	8,831	N/A
Total	\$ 4,281,873	\$ 1,755,000

Sources and Notes:

[A] - Tab 6 - Wells Fargo x8228 ACH.xlsx

[B] - NRA Form 990s Return of Organization Exempt From Income Tax, 2016-2018.

NY OAG v. NRA Matter

Table CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.4 - Payments to Michel Marcellin, 2016-2020

Expert Report of Eric Hines, CPA, CFF, CHC

CONSULTING AGREEMENTS.4 - Payments to Michel Marcellin, 2016-2020

[A]

[B]

Year	Payments	Payments from Lockton Affinity (per Form 990)	Total Payments
2016	\$ 4,014	\$ 455,753	\$ 459,767
2017	N/A	522,426	522,426
2018	535,045	N/A	535,045
2019	344,000	N/A	344,000
2020	748,200	N/A	748,200
Total	\$ 1,631,259	\$ 978,179	\$ 2,609,438

Sources and Notes:

[A] - For years 2013-2019: Tab 6 - Wells Fargo x8228 ACH.xlsx. For the year 2020: Check Register NRA-NYAGCOMMDIV-00128926.

[B] - NRA Form 990 Return of Organization Exempt From Income Tax, 2017.

NY OAG v. NRA Matter

Table CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.5 - Payments to WHiP LLC (Wilson Phillips), February 2019-June 2019

Expert Report of Eric Hines, CPA, CFF, CHC

**CONSULTING AGREEMENTS WITH FORMER EMPLOYEES.5 -Payments
to WHiP LLC (Wilson Phillips), February 2019-June 2019**

[A]

Date	Payments
Feb-19	\$ 30,000
Mar-19	71,263
Apr-19	33,500
May-19	34,489
Jun-19	1,441
Total	\$ 170,692

Sources and Notes:

[A] - Tab 6 - Wells Fargo x8228 ACH.xlsx

NY OAG v. NRA Matter

Exhibit ACH.1: Summary of NRA Payments per ACH Schedule (June 2013 - February 2020)

Expert Report of Eric Hines, CPA, CFF, CHC

Party	2013	2014	2015	2016	2017	2018	2019	2020	Grand Total
Membership Marketing Partners	\$ 2,575,668	\$ 6,853,312	\$ 7,443,148	\$ 10,642,492	\$ 11,605,255	\$ 12,561,213	\$ 11,560,154	\$ 961,850	\$ 64,203,093
Allegiance Creative Group	200,000	623,766	775,710	708,877	763,125	1,155,000	1,080,000	90,000	\$ 5,396,478
Concord Social & Public Relations	925,000	2,605,000	2,910,000	3,460,000	3,740,000	4,750,000	4,476,000	373,000	\$ 23,239,000
Associated Television International	3,733,204	5,884,506	2,716,175	3,134,145	2,580,405	1,389,940	3,392,500	-	\$ 22,830,875
Ackerman McQueen	8,630,861	28,948,365	20,445,859	42,682,440	32,702,804	38,331,676	7,317,206	-	\$ 179,059,211
Mercury Group	2,128,003	4,617,963	4,598,738	5,035,971	5,588,945	2,936,808	1,041,143	-	\$ 25,947,571
Under Wild Skies	-	-	2,235,000	2,435,000	2,635,000	2,562,500	1,957,500	-	\$ 11,825,000
Gayle Stanford	-	-	-	-	19,259	23,849	-	-	\$ 43,108
GS2 Enterprises	989,786	2,205,551	2,872,535	2,986,260	2,933,192	2,470,920	1,539,477	98,110	\$ 16,095,832
II & IS	-	-	-	-	-	-	-	-	\$ -
Robert K. Weaver	1,197	471	60	591	-	-	-	-	\$ 2,319
RKW Consulting	-	-	-	-	720,000	720,000	240,000	-	\$ 1,680,000
HWS Consulting	418,713	730,684	824,644	821,304	977,393	500,303	8,831	-	\$ 4,281,873
Lockton Affinity LLC	-	745,987	971,794	-	-	-	-	-	\$ 1,717,781
Michel Marcellin	9,787	15,483	15,917	4,014	-	535,045	344,000	374,100	\$ 1,298,347
WHiP LLC	-	-	-	-	-	-	170,692	-	\$ 170,692
Dave Butz	81,301	160,191	160,796	159,811	158,276	103,584	73,132	341	\$ 897,432
Lance Olson	-	-	-	-	-	-	-	-	\$ -
David Keene	-	-	1,299	6,498	33,423	42,493	57,592	12,000	\$ 153,305
Sandra Froman	29,316	45,180	44,127	45,180	39,680	13,060	-	-	\$ 216,545
Marion Hammer	-	-	-	-	-	-	-	-	\$ -
McKenna & Associates	608,524	1,823,985	1,378,255	1,863,472	878,828	2,357,396	1,806,137	87,707	\$ 10,804,304
Total	\$ 20,331,362	\$ 55,260,443	\$ 47,394,057	\$ 73,986,056	\$ 65,375,586	\$ 70,453,788	\$ 35,064,365	\$ 1,997,108	\$ 369,862,765

Sources and Notes:

1. The source data is Wells Fargo ACH transactions, from June 2013 through February 2020, for NRA account ending x8228 (NYAG-WF-01167627). Wells Fargo provided a Business Records Declaration of these records on July 1, 2020 (NYAG-WF-01168545).
2. ACH transactions are a form of bank-to-bank transfer of funds processed through a clearing house. Payments in the form of physical check, direct bank-to-bank wire, or cash would not be included in this total amount.
3. The parties above are relevant parties in the Expert Report of Eric Hines. Not all parties could be located within the ACH schedule (i.e., II & IS, Lance Olson, and Marion Hammer).
4. This does not represent the totality of the ACH schedule provided, in which there are many other parties included in the schedule.

NY OAG v. NRA Matter

Exhibit GL.1: Summary of NRA Payments per General Ledger Details (January 2015 - December 2021)

Expert Report of Eric Hines, CPA, CFF, CHC

Party	2015	2016	2017	2018	2019	2020	2021	Grand Total
Membership Marketing Partners	\$ 7,685,117	\$ 10,340,054	\$ 11,626,908	\$ 11,579,419	\$ 11,559,025	\$ 11,563,119	\$ 11,551,143	\$ 75,904,785
Allegiance Creative Group	821,944	559,503	833,125	1,075,000	1,078,030	1,080,000	1,035,000	\$ 6,482,602
Concord Social & Public Relations	2,970,000	3,460,088	3,820,000	4,443,000	4,485,859	4,662,336	4,476,000	\$ 28,317,282
Associated Television International	1,959,675	3,000,214	2,960,345	3,672,500	64,585	-	-	\$ 11,657,319
Ackerman McQueen	19,429,277	35,683,164	30,043,547	36,511,725	10,733,715	2,500	-	\$ 132,403,928
Mercury Group	4,630,584	5,101,828	5,562,015	2,794,067	989,255	-	-	\$ 19,077,749
Under Wild Skies	2,235,000	2,435,000	2,635,000	2,870,000	2,200,000	-	-	\$ 12,375,000
Gayle Stanford	18,325	14,885	38,572	21,707	-	-	-	\$ 93,489
GS2 Enterprises	-	122,035	(5,885)	-	-	-	-	\$ 116,150
II & IS	2,621,606	2,984,164	2,877,342	2,677,858	1,450,565	177,403	-	\$ 12,788,938
Robert K. Weaver	2,480	(2,424)	(2,350)	2,020	-	-	-	\$ (274)
RKW Consulting	-	-	-	-	-	-	-	\$ -
HWS Consulting	781,421	795,055	1,008,465	479,653	(1,591)	-	-	\$ 3,063,003
Lockton Affinity LLC	(51,314)	-	-	-	-	-	-	\$ (51,314)
Michel Marcellin	10,380	-	-	535,045	344,000	374,100	-	\$ 1,263,525
WHiP LLC	-	-	-	-	169,704	-	-	\$ 169,704
Dave Butz	156,028	156,291	153,820	100,000	71,000	-	-	\$ 637,139
Lance Olson	166,042	121,324	203,058	106,732	48,023	1,409	-	\$ 646,589
David Keene	8,442	14,543	41,164	49,094	48,000	16,000	4,000	\$ 181,242
Sandra Froman	43,476	50,871	42,621	13,060	1,029	-	3,197	\$ 154,255
Marion Hammer	122,000	206,000	134,000	220,000	223,386	209,000	220,000	\$ 1,334,386
McKenna & Associates	1,382,087	1,857,748	1,003,293	4,035,765	(20,858)	500,000	-	\$ 8,758,035
Total	\$ 44,992,571	\$ 66,900,342	\$ 62,975,039	\$ 71,186,646	\$ 33,443,728	\$ 18,585,867	\$ 17,289,341	\$ 315,373,533

Sources and Notes:

1. The source data is a limited NRA general ledger data consisting of expenses greater than \$1,000 from January 2015 through December 2021 (NRA-NYAGCOMMDIV-01537374-01537380).
2. A general ledger is the system of record for an organization to record financial accounting transactions.
3. The parties above are relevant parties in the Expert Report of Eric Hines. Not all parties could be located within the GL dataset (i.e., RKW Consulting).
4. This does not represent the totality of the general ledger data provided, in which there are many other parties included in the data.

NY OAG v. NRA Matter

Table MCKENNA.1: McKenna Work Order #6001 December 15, 2017 Drafts - Terms and Fees

Expert Report of Eric Hines, CPA, CFF, CHC

Table MCKENNA.1: McKenna Work Order #6001 December 15, 2017 Drafts - Terms and Fees

Start Date	End Date	Budget	Total Fees	
12/15/2017	7/31/2018	Retainer: January to March \$160,000/month, April to July \$210,000/month December 2017: 1/2 month \$80,000	\$ 1,400,000	[A]
12/15/2017	12/31/2018	Retainer: \$125,000/month Finance Subcontractor: \$35,000/month	\$ 1,920,000	[B]
12/15/2017	12/31/2018	Retainer: Q1 \$160,000/month, Q2 to Q4 \$210,000/month December 2017: 1/2 month \$35,000	\$ 2,450,000	[C]
12/15/2017	12/31/2018	Retainer: Q1 \$125,000/month, Q2 to Q4 \$175,000/month Finance Subcontractor: \$35,000/month CoS Support Personnel: \$15,000/month for 9 months CFO Support Personnel: \$15,000/month for 9 months	\$ 2,640,000	[D]
12/15/2017	12/31/2018	Retainer: Q1 \$125,000/month, Q2 to Q4 \$175,000/month Finance Subcontractor: \$35,000/month	\$ 2,640,000	[E]

Sources and Notes:

[A] - McKenna Work Order #6001, December 15, 2017 (MCKENNA_00000010).

[B] - McKenna Work Order #6001, December 15, 2017 (MCKENNA_00000015); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00008170); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00004597); McKenna Work Order #6001, December 15, 2017 (MCKENNA_00009374).

[C] - McKenna Work Order #6001, December 15, 2017 (MCKENNA_00000107).

[D] - McKenna Work Order #6001, December 15, 2017 (MCKENNA_00010085).

[E] - Though the total of the fees on this draft of Work Order #6001 is stated as \$2,640,000, the total value of the fees stated on this draft of Work Order #6001 is \$2,370,000. McKenna Work Order #6001, December 15, 2017 (MCKENNA_00013502).

NY OAG v. NRA Matter

Table MCKENNA.2: Work Order #6001 October 1, 2018 Drafts – Terms and Fees

Expert Report of Eric Hines, CPA, CFF, CHC

Table MCKENNA.2: Work Order #6001 October 1, 2018 Drafts – Terms and Fees

Start Date	End Date	Budget	Total Fees	
10/1/2018	3/30/2019	Management Retainer: TBD	TBD	[A]
10/1/2018	3/30/2019	Management Retainer: \$160,000/month	\$ 960,000	[B]
10/1/2018	9/30/2019	Management Retainer: \$250,000/month	\$ 3,000,000	[C]
11/1/2018	4/30/2019	Management Retainer: \$200,000/month	\$ 1,200,000	[D]

Sources and Notes:

[A] - McKenna Work Order #6001, October 1, 2018 (MCKENNA_00003803).

[B] - McKenna Work Order #6002, October 1, 2018 (MCKENNA_00000112). This draft work order included a header for Work Order #6002, but I have included it with Work Order #6001, as it related to services completed under Project Ben-Hur.

[C] - McKenna Work Order #6001, October 1, 2018 (MCKENNA_00003809).

[D] - McKenna Work Order #6001, November 1, 2018 (MCKENNA_00006716); McKenna Work Order #6001, November 1, 2018

(MCKENNA_00007169); McKenna Work Order #6001, November 1, 2018 (MCKENNA_00003813); McKenna Work Order #6001, November 1, 2018

(MCKENNA_00003817); McKenna Work Order #6001, November 1, 2018 (MCKENNA_00003413).

NY OAG v. NRA Matter
 Table MCKENNA.3: McKenna Work Order #6002 Drafts - Services and Fees
 Expert Report of Eric Hines, CPA, CFF, CHC

Table MCKENNA.3: McKenna Work Order #6002 Drafts - Services and Fees

Date of Work Order	Start Date	End Date	Services for Program	Budget (7/1/2018-6/30/2019)	Budget (7/1/2019-6/30/2020)	
6/1/2018	7/1/2018	6/30/2020	Internal security solutions, external intelligence solutions, testing and validation	No budget included	No budget included	[A]
7/1/2018	7/1/2018	6/30/2020	Internal security solutions, external intelligence solutions, testing and valuation, insider threat assessment (ACME subcontractor) and additional testing/pentesting (Scythe subcontractor)	\$ 2,072,460	\$ 1,498,900	[B]
7/1/2018	7/1/2018	6/30/2020	Internal security solutions, external intelligence solutions, testing and validation	\$ 678,600	\$ 655,200	[C]

Sources and Notes:

- [A] - McKenna Work Order #6002, June 1, 2018 (MCKENNA_00000114).
- [B] - McKenna Work Order #6002, July 1, 2018 (MCKENNA_00000017).
- [C] - McKenna Work Order #6002, July 1, 2018 (MCKENNA_00000118).

NY OAG v. NRA Matter

Table MCKENNA.4: Invoiced Fees by Category and Year

Expert Report of Eric Hines, CPA, CFF, CHC

Table MCKENNA.4: Invoiced Fees by Category and Year

[A]	Category	Year						Total Fees	
		2013	2014	2015	2016	2017	2018		2019
	Ben-Hur Project	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 2,610,000	\$ -	\$ 2,690,000
	Monthly Research Fees	-	250,000	687,500	750,000	562,492	-	-	2,249,992
	Monthly Fundraising Service Fees	-	160,000	440,000	480,000	300,000	300,000	200,000	1,880,000
	Looking Glass Service Fees	-	-	-	-	-	1,174,128	33,638	1,207,765
	Bonus Compensation	-	550,625	-	-	-	-	-	550,625
[B]	Legal Fees	-	-	-	1,399	12,182	378,442	49,413	441,435
	Subcontractor	-	-	-	275,000	-	-	-	275,000
[C]	Other Charges	-	9,677	75,939	33,230	63,098	70,214	3,640	255,797
	Cybersecurity Contractor	-	-	-	-	-	250,000	-	250,000
	Consulting Project	-	-	-	250,000	-	-	-	250,000
[D]	Flight Fees	-	8,719	29,389	29,952	48,292	93,642	10,341	220,336
	Hotel Fees	-	3,431	18,886	30,457	19,691	25,626	39,983	138,074
	Research Project	99,000	-	-	-	-	-	-	99,000
	Fundraising Fees	-	-	-	8	-	-	80,485	80,493
	Meals	-	4,053	12,873	13,425	18,586	18,975	3,732	71,644
[E]	Total Fees	\$ 99,000	\$ 986,505	\$ 1,264,586	\$ 1,863,472	\$ 1,104,341	\$ 4,921,027	\$ 421,231	\$ 10,660,162

Notes:

[A] Upon review of McKenna invoices in the evidence of record, I summarized categories of charges on the monthly invoices based on the invoice descriptions.

[B] The "Legal Fees" category of charges noted within the invoice details relate to various legal fees, including Copilevitz & Canter Legal Fees, Fox Law Group Expenses, Holtzman Vogel Josefiak Torchinsky PLLC Correspondence, Legal Service, and Squire Patton Boggs Legal Fees.

[C] The "Other Charges" category of charges noted within the invoice details relate to various special projects, a research project related to Mr. Powell, and costs for events and other expenses that were less than \$50,000 individually. I combined these costs into one line item.

NY OAG v. NRA Matter

Table MCKENNA.4: Invoiced Fees by Category and Year

Expert Report of Eric Hines, CPA, CFF, CHC

[D] The "Flight Fees" category of charges noted within the invoice details includes Flight Fees, Inflight Wifi, and Bag Fees.

[E] Invoice 6095 was submitted in April 2019 for services performed in January, February, and March 2019, including expense costs totaling \$46,914.90; a second version of invoice 6095 was submitted in August 2019 for services performed in January, February, and March 2019, excluding the expense charges. I removed the \$75,000 fundraising fee for the April 2019 version of invoice 6095, as it appears this fee was re-invoiced in August 2019.

Sources:

McKenna & Associates Invoices (MCKENNA_00000188, MCKENNA_00000191, MCKENNA_00000193, MCKENNA_00000196, MCKENNA_00000197, MCKENNA_00000235, MCKENNA_00000237, MCKENNA_00000239, MCKENNA_00000241, MCKENNA_00000243, MCKENNA_00000246, MCKENNA_00000247, MCKENNA_00000249, MCKENNA_00000286, MCKENNA_00000288, MCKENNA_00000290, MCKENNA_00000291, MCKENNA_00000293, MCKENNA_00000295, MCKENNA_00000299, MCKENNA_00000302, MCKENNA_00000305, MCKENNA_00000309, MCKENNA_00000313, MCKENNA_00000317, MCKENNA_00000320, MCKENNA_00000323, MCKENNA_00000327, MCKENNA_00000330, MCKENNA_00000335, MCKENNA_00000338, MCKENNA_00000340, MCKENNA_00000342, MCKENNA_00000345, MCKENNA_00000347, MCKENNA_00000349, MCKENNA_00000351, MCKENNA_00000353, MCKENNA_00000355, MCKENNA_00000357, MCKENNA_00000359, MCKENNA_00000361, MCKENNA_00000363, MCKENNA_00000365, MCKENNA_00000367, MCKENNA_00000369, MCKENNA_00000372, MCKENNA_00000375, MCKENNA_00000377, MCKENNA_00000381, MCKENNA_00000383, MCKENNA_00000385, MCKENNA_00000387, MCKENNA_00000389, MCKENNA_00000391, MCKENNA_00000393, MCKENNA_00000397, MCKENNA_00000440, MCKENNA_00000449, MCKENNA_00000451-453, MCKENNA_00000464-472, MCKENNA_00000524, MCKENNA_00000675, MCKENNA_00000689, MCKENNA_00013539-13542)

NY OAG v. NRA Matter
Table MCKENNA.5: McKenna Fundraising Fees Before Contract
Expert Report of Eric Hines, CPA, CFF, CHC

Table MCKENNA.5: McKenna Fundraising Fees Before Contract

[A]

Year	Fundraising Fees
2014	\$ 160,000
2015	440,000
2016 (January - June)	240,000
Total Fundraising Fees before Contract	\$ 840,000

Year	Month	Invoice Number	Description	Fees Invoiced
2014	8	6037	Consulting Service - July 2014	\$ 40,000
	9	6038	Consulting Service -Aug 2014	\$ 40,000
	10	6039	Consulting Service - Sept 2014	\$ 40,000
	11	6040	Consulting Services - Sept 2014	\$ 40,000
2014 Total				\$ 160,000
2015	2	6043	Consulting Service - Jan 2014	\$ 40,000
	3	6044	Consulting Service - Feb 2014	\$ 40,000
	4	6045	Consulting Service - March 2014	\$ 40,000
	5	6046	Consulting Service -April 2014	\$ 40,000
	6	6047	Consulting Service - May 2015	\$ 40,000
	7	6048	Consulting Service - April 2014	\$ 40,000
	8	6049	Consulting Service	\$ 40,000
	9	6050	Consulting Service	\$ 40,000
	10	6051	Consulting Service	\$ 40,000
	11	6052	Consulting Service	\$ 40,000
	12	6053	Consulting Service	\$ 40,000
	2015 Total			
2016	1	6054	Consulting Service	\$ 40,000
	2	6055	Consulting Service	\$ 40,000
	3	6056	Consulting Service	\$ 40,000
	4	6057	Consulting Service	\$ 40,000
	5	6058	Consulting Service	\$ 40,000
	6	6059	Consulting Service	\$ 40,000
2016 Total				\$ 240,000
Total Fundraising Fees before Contract				\$ 840,000

NY OAG v. NRA Matter
Table MCKENNA.5: McKenna Fundraising Fees Before Contract
Expert Report of Eric Hines, CPA, CFF, CHC

Notes:

[A] The first contract for McKenna to provide Fundraising services to the NRA was executed in June 2016, effective July 1, 2016. NRA - McKenna Agreement - 2018 Addendum, July 1, 2016, pg. 9 [MCKENNA_00000159]. To determine the amount of Fundraising fees invoiced by McKenna prior to having a contract in place, I summarized monthly "Consulting Service" fees from McKenna invoices in the record of evidence prior to July 2016. Based on my observations of the record of evidence and witness testimony, I understand the "Consulting Service" fees on McKenna monthly invoices to be the monthly Fundraising Fees.

Sources:

Amended Verified Answers of Defendant Wayne LaPierre, April 12, 2022, pg. 49.

NRA - McKenna Agreement - 2018 Addendum, July 1, 2016, pg. 9 [MCKENNA_00000159].

McKenna & Associates Invoices (MCKENNA_00000188, MCKENNA_00000191, MCKENNA_00000193, MCKENNA_00000196, MCKENNA_00000197, MCKENNA_00000235, MCKENNA_00000237, MCKENNA_00000239, MCKENNA_00000241, MCKENNA_00000243, MCKENNA_00000246, MCKENNA_00000247, MCKENNA_00000249, MCKENNA_00000286, MCKENNA_00000288, MCKENNA_00000290, MCKENNA_00000291, MCKENNA_00000293, MCKENNA_00000295, MCKENNA_00000299, MCKENNA_00000302, MCKENNA_00000305, MCKENNA_00000309, MCKENNA_00000313, MCKENNA_00000317, MCKENNA_00000320, MCKENNA_00000323, MCKENNA_00000327, MCKENNA_00000330, MCKENNA_00000335, MCKENNA_00000338, MCKENNA_00000340, MCKENNA_00000342, MCKENNA_00000345, MCKENNA_00000347, MCKENNA_00000349, MCKENNA_00000351, MCKENNA_00000353, MCKENNA_00000355, MCKENNA_00000357, MCKENNA_00000359, MCKENNA_00000361, MCKENNA_00000363, MCKENNA_00000365, MCKENNA_00000367, MCKENNA_00000369, MCKENNA_00000372, MCKENNA_00000375, MCKENNA_00000377, MCKENNA_00000381, MCKENNA_00000383, MCKENNA_00000385, MCKENNA_00000387, MCKENNA_00000389, MCKENNA_00000391, MCKENNA_00000393, MCKENNA_00000397, MCKENNA_00000440, MCKENNA_00000449, MCKENNA_00000451-453, MCKENNA_00000464-472, MCKENNA_00000524, MCKENNA_00000675, MCKENNA_00000689, MCKENNA_00013539-13542).

NY OAG v. NRA Matter

Table MMP.1 - MMP Management Fee Changes

Expert Report of Eric Hines, CPA, CFF, CHC

Table MMP.1 - MMP Management Fee Changes

	[A]	[A]		[A]		
Entity	Begin Date	End Date	Months in Effect	Mgt Fee/Mo.	Dollar Chg.	% Chg.
MMP	12/1/2011	11/30/2012	12	\$ 400,000	N/A	N/A
MMP	12/1/2012	7/31/2014	20	\$ 500,000	\$ 100,000	25%
MMP	8/1/2014	5/31/2015	10	\$ 575,000	\$ 75,000	15%
MMP	6/1/2015	8/31/2015	3	\$ 645,000	\$ 70,000	12%
MMP	9/1/2015	12/31/2015	4	\$ 704,850	\$ 59,850	9%
MMP	1/1/2016	8/31/2016	8	\$ 804,850	\$ 100,000	14%
MMP	9/1/2016	7/31/2017	11	\$ 954,850	\$ 150,000	19%
MMP	8/1/2017	12/31/2021	53	\$ 961,850	\$ 7,000	1%

Sources and Notes:

[A] Email from MMP to NRA, June 14, 2019 (NRA-NYAGCOMMDIV-00008642); NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter

Table MMP.2 - Concord Management Fee Changes

Expert Report of Eric Hines, CPA, CFF, CHC

Table MMP.2 - Concord Management Fee Changes

	[A]	[A]		[A]		
Entity	Begin Date	End Date	Months in Effect	Mgt Fee/Mo.	Dollar Chg.	% Chg.
Concord	12/1/2011	12/31/2012	13	\$ 135,000	N/A	N/A
Concord	1/1/2013	5/31/2014	17	\$ 185,000	\$ 50,000	37%
Concord	6/1/2014	6/30/2014	1	\$ 205,000	\$ 20,000	11%
Concord	7/1/2014	5/31/2015	11	\$ 230,000	\$ 25,000	12%
Concord	6/1/2015	8/31/2016	15	\$ 260,000	\$ 30,000	13%
Concord	9/1/2016	6/30/2017	10	\$ 300,000	\$ 40,000	15%
Concord	7/1/2017	7/31/2017	1	\$ 320,000	\$ 20,000	7%
Concord	8/1/2017	1/31/2018	6	\$ 340,000	\$ 20,000	6%
Concord	2/1/2018	12/31/2021	47	\$ 373,000	\$ 33,000	10%

Sources and Notes:

[A] Email from MMP to NRA, June 14, 2019 (NRA-NYAGCOMMDIV-00008642); NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter

Table MMP.3 - Allegiance Management Fee Changes

Expert Report of Eric Hines, CPA, CFF, CHC

Table MMP.3 - Allegiance Management Fee Changes

	[A]	[A]		[A]		
Entity	Begin Date	End Date	Months in Effect	Mgt Fee/Mo.	Dollar Chg.	% Chg.
Allegiance	12/1/2011	8/31/2016	57	\$ 40,000	N/A	N/A
Allegiance	9/1/2016	6/30/2017	10	\$ 50,000	\$ 10,000	25%
Allegiance	7/1/2017	7/31/2017	1	\$ 65,000	\$ 15,000	30%
Allegiance	8/1/2017	1/31/2018	6	\$ 85,000	\$ 20,000	31%
Allegiance	2/1/2018	12/31/2021	47	\$ 90,000	\$ 5,000	6%

Sources and Notes:

[A] Email from MMP to NRA, June 14, 2019 (NRA-NYAGCOMMDIV-00008642); NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter

Table MMP.4 - MMP Entity Combined Annual Management Fee Changes per Year

Expert Report of Eric Hines, CPA, CFF, CHC

Table MMP.4 - MMP Entity Combined Annual Management Fee Changes per Year

[A]	[A]	[A]	[A]			
Year	MMP Mgmt Fee	Concord Mgmt Fee	Allegiance Mgmt Fee	Total MMP Entity Mgmt Fee	Total Change (\$)	Total Change (%)
2011	\$ 400,000	\$ 135,000	\$ 40,000	\$ 575,000	N/A	N/A
2012	4,900,000	1,620,000	480,000	7,000,000	N/A	N/A
2013	6,000,000	2,220,000	480,000	8,700,000	1,700,000	24.3%
2014	6,375,000	2,510,000	480,000	9,365,000	665,000	7.6%
2015	7,629,400	2,970,000	480,000	11,079,400	1,714,400	18.3%
2016	10,258,200	3,280,000	520,000	14,058,200	2,978,800	26.9%
2017	11,493,200	3,820,000	790,000	16,103,200	2,045,000	14.5%
2018	11,542,200	4,443,000	1,075,000	17,060,200	957,000	5.9%
2019	11,542,200	4,476,000	1,080,000	17,098,200	38,000	0.2%
2020	11,542,200	4,476,000	1,080,000	17,098,200	-	0.0%
2021	11,542,200	4,476,000	1,080,000	17,098,200	-	0.0%
Total	\$ 93,224,600	\$ 34,426,000	\$ 7,585,000	\$ 135,235,600		

Sources and Notes:

[A] Email from MMP to NRA, June 14, 2019 (NRA-NYAGCOMMDIV-00008642); NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter

Tables MMP.5-MMP.7 - Contract Timelines

Expert Report of Eric Hines, CPA, CFF, CHC

Table MMP.5 - MMP Contract Timeline

Entity	Date	Detail	
MMP	12/1/2011	Five-year contract. Management Fee of \$400,000 per month.	[A]
MMP	4/22/2015	First Amendment extending contract five years beginning 12/1/2016.	[B]
MMP	1/30/2017	Second Amendment extending contract five years beginning 12/1/2021.	[C]

Table MMP.6 - Concord Contract Timeline

Entity	Date	Detail	
Concord	12/1/2011	Five-year contract. Management fee of \$135,000 per month.	[D]
Concord	4/22/2015	First Amendment extending contract five years beginning 12/1/2016.	[E]
Concord	1/30/2017	Second Amendment extending contract five years beginning 12/1/2021.	[F]

Table MMP.7 - Allegiance Contract Timeline

Entity	Date	Detail	
Allegiance	12/1/2011	Two-year contract. Management Fee of \$40,000 per month.	[G]
Allegiance	2/18/2013	First Amendment extending contract two years beginning 12/1/2013.	[H]
Allegiance	4/22/2015	Second Amendment extending contract two years beginning 12/1/2015.	[I]
Allegiance	1/30/2017	Third Amendment extending contract two years beginning 12/1/2017.	[J]
Allegiance	N/A	Fourth Amendment extending contract two years beginning 12/1/2019. Management Fee of \$90,000 per month. Management Fee increases shall not exceed 10% annually and shall be approved in writing by the NRA.	[K]
Allegiance	11/12/2021	Fifth Amendment extending contract two months beginning 12/1/2021.	[L]
Allegiance	2/1/2022	Sixth Amendment extending contract three months beginning 2/1/2022.	[M]
Allegiance	5/1/2022	Seventh Amendment extending contract one month beginning 5/1/2022.	[N]
Allegiance	6/1/2022	Eighth Amendment extending contract one month beginning 6/1/2022.	[O]
Allegiance	7/1/2022	Ninth Amendment extending contract one month beginning 7/1/2022.	[P]

NY OAG v. NRA Matter

Tables MMP.5-MMP.7 - Contract Timelines

Expert Report of Eric Hines, CPA, CFF, CHC

Sources and Notes:

[A] - MMP Contract, December 1, 2011 (NRA-NYAGCOMMDIV-00874689).

[B] - MMP Contract First Amendment, April 22, 2015 (NRA-NYAGCOMMDIV-00874669).

[C] - MMP Contract Second Amendment, January 30, 2017 (NRA-NYAGCOMMDIV-00874709).

[D] - Concord Contract, December 1, 2011 (NRA-NYAGCOMMDIV-01318675).

[E] - Concord Contract First Amendment, April 22, 2015 (NRA-NYAGCOMMDIV-01318673).

[F] - Concord Contract Second Amendment, January 30, 2017 (NRA-NYAGCOMMDIV-01318683).

[G] - Allegiance Contract, December 1, 2011 (NRA-NYAGCOMMDIV-00874698).

[H] - Allegiance Contract First Amendment, February 18, 2013 (NRA-NYAGCOMMDIV-00874677).

[I] - Allegiance Contract Second Amendment, April 22, 2015 (NRA-NYAGCOMMDIV-00874679).

[J] - Allegiance Contract Third Amendment, January 30, 2017 (NRA-NYAGCOMMDIV-00874711).

[K] - Allegiance Contract Fourth Amendment (NRA-NYAGCOMMDIV-00874671).

[L] - Allegiance Contract Fifth Amendment, November 12, 2021 (NRA-NYAGCOMMDIV-0153648).

[M] - Allegiance Contract Sixth Amendment, February 1, 2022 (NRA-NYAGCOMMDIV-01536478).

[N] - Allegiance Contract Seventh Amendment, May 1, 2022 (NRA-NYAGCOMMDIV-01536483).

[O] - Allegiance Contract Eighth Amendment, June 1, 2022 (NRA-NYAGCOMMDIV-01536468).

[P] - Allegiance Contract Ninth Amendment, July 1, 2022 (NRA-NYAGCOMMDIV-01536473).

NY OAG v. NRA Matter

Tables MMP.8 and MMP.9 - Scenarios of Payments to MMP

Expert Report of Eric Hines, CPA, CFF, CHC

Table MMP.8 - NRA Payments to MMP, Scenario 1

[A]

Begin Date	End Date	Months in Effect	Monthly Payments with Original Contract Rate	Annual NRA Payment to MMP
Dec-11	Dec-21	121	\$ 400,000	\$ 48,400,000

Table MMP.9 - NRA Payments to MMP, Scenario 2

[B]

Begin Date	End Date	Months in Effect	Monthly Payments with 10% Annual Increase Cap	Annual NRA Payment to MMP
Dec-11	Nov-12	12	\$ 400,000	\$ 4,800,000
Dec-12	Nov-13	12	440,000	5,280,000
Dec-13	Nov-14	12	484,000	5,808,000
Dec-14	Nov-15	12	532,400	6,388,800
Dec-15	Nov-16	12	585,640	7,027,680
Dec-16	Nov-17	12	644,204	7,730,448
Dec-17	Nov-18	12	708,624	8,503,493
Dec-18	Nov-19	12	779,487	9,353,842
Dec-19	Nov-20	12	857,436	10,289,226
Dec-20	Nov-21	12	943,179	11,318,149
Dec-21	Dec-21	1	1,037,497	1,037,497
Total				\$ 77,537,135

Sources and Notes:

[A] - MMP Contract, December 1, 2011 (NRA-NYAGCOMMDIV-00874689).

[B] - MMP Contract with 10% Annual Increase Limite, December 1, 2011 (NRA-NYAGCOMMDIV-00867564).

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
52955	359593	1/9/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
52955	359592	1/9/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
52993	359723	1/13/2015	5394 I.I. & I.S. INC	39,958.63	-	(39,958.63)	
53035	360418	1/15/2015	5394 I.I. & I.S. INC	95,760.00	-	(95,760.00)	
53035	360419	1/15/2015	5394 I.I. & I.S. INC	54,625.00	-	(54,625.00)	
53143	360790	1/23/2015	5394 I.I. & I.S. INC	53,090.00	-	(53,090.00)	
53141	360788	1/23/2015	5394 I.I. & I.S. INC	34,868.85	-	(34,868.85)	
53226	361094	1/29/2015	5394 I.I. & I.S. INC	121,750.00	-	(121,750.00)	
53250	361859	1/30/2015	5394 I.I. & I.S. INC	51,450.00	-	(51,450.00)	
27204	JE441	1/31/2015	Rcls II & IS Invoices	415,052.48	-	(415,052.48)	
27204	JE441	1/31/2015	Rcls II & IS Invoices	-	415,052.48	415,052.48	
53379	362405	2/6/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
53379	362406	2/6/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
53460	362777	2/16/2015	5394 I.I. & I.S. INC	16,211.11	-	(16,211.11)	
53539	363774	2/19/2015	5394 I.I. & I.S. INC	79,600.00	-	(79,600.00)	
53545	363828	2/19/2015	5394 I.I. & I.S. INC	16,456.78	-	(16,456.78)	1
53545	363827	2/19/2015	14223 STANFORD, GAYLE	6,284.68	-	(6,284.68)	
53657	364278	2/25/2015	5394 I.I. & I.S. INC	79,800.00	-	(79,800.00)	
27213	JE 400	2/28/2015	Rcls II & IS Invoices to EVP	66,450.00	-	(66,450.00)	
27213	JE 400	2/28/2015	Rcls II & IS Invoices to EVP	-	66,450.00	66,450.00	
53870	365610	3/12/2015	5394 I.I. & I.S. INC	19,033.06	-	(19,033.06)	2
54043	366883	3/25/2015	5394 I.I. & I.S. INC	13,347.85	-	(13,347.85)	3
54210	368168	4/2/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
54210	368167	4/2/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
54207	368159	4/2/2015	5394 I.I. & I.S. INC	49,500.00	-	(49,500.00)	
54222	368243	4/3/2015	5394 I.I. & I.S. INC	52,150.00	-	(52,150.00)	
54217	368235	4/3/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
54217	368234	4/3/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
54368	368752	4/15/2015	5394 I.I. & I.S. INC	45,250.00	-	(45,250.00)	
54394	369641	4/17/2015	14223 STANFORD, GAYLE	5,755.32	-	(5,755.32)	4
54440	369935	4/21/2015	5394 I.I. & I.S. INC	89,990.00	-	(89,990.00)	
54556	370574	4/28/2015	5394 I.I. & I.S. INC	49,969.83	-	(49,969.83)	
54556	370572	4/28/2015	5394 I.I. & I.S. INC	40,379.19	-	(40,379.19)	5
54556	370573	4/28/2015	5394 I.I. & I.S. INC	40,379.19	-	(40,379.19)	
54598	370798	4/30/2015	5394 I.I. & I.S. INC	17,483.24	-	(17,483.24)	
54598	370799	4/30/2015	5394 I.I. & I.S. INC	6,285.00	-	(6,285.00)	
54616	370859	5/1/2015	5394 I.I. & I.S. INC	-	40,379.19	40,379.19	6

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
54596	370807	5/1/2015	5394 I.I. & I.S. INC	-	6,285.00	6,285.00	7
54616	370858	5/1/2015	5394 I.I. & I.S. INC	33,653.76	-	(33,653.76)	8
54596	370808	5/1/2015	14223 STANFORD, GAYLE	6,285.00	-	(6,285.00)	9
54619	370904	5/4/2015	5394 I.I. & I.S. INC	18,737.30	-	(18,737.30)	10
54628	370940	5/4/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	11
54628	370941	5/4/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	12
54787	372582	5/14/2015	5394 I.I. & I.S. INC	-	17,483.24	17,483.24	13
54876	373594	5/21/2015	5394 I.I. & I.S. INC	50,258.24	-	(50,258.24)	14
54926	373777	5/27/2015	5394 I.I. & I.S. INC	76,675.00	-	(76,675.00)	15
54925	373775	5/27/2015	5394 I.I. & I.S. INC	72,400.00	-	(72,400.00)	16
54948	373849	5/28/2015	5394 I.I. & I.S. INC	12,366.00	-	(12,366.00)	17
55016	374281	6/1/2015	5394 I.I. & I.S. INC	14,895.00	-	(14,895.00)	
55013	374230	6/1/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
55013	374229	6/1/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
55186	375882	6/16/2015	5394 I.I. & I.S. INC	28,359.23	-	(28,359.23)	
55184	375860	6/16/2015	5394 I.I. & I.S. INC	75,640.00	-	(75,640.00)	
55222	376648	6/19/2015	5394 I.I. & I.S. INC	26,892.54	-	(26,892.54)	
55402	378451	7/7/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
55426	378521	7/9/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
55424	378514	7/9/2015	5394 I.I. & I.S. INC	66,991.79	-	(66,991.79)	
55509	379479	7/20/2015	5394 I.I. & I.S. INC	44,790.97	-	(44,790.97)	
55543	379601	7/22/2015	5394 I.I. & I.S. INC	26,055.04	-	(26,055.04)	
55604	379892	7/24/2015	5394 I.I. & I.S. INC	49,627.94	-	(49,627.94)	18
55717	381001	8/5/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
55717	381002	8/5/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
56031	383540	8/28/2015	5394 I.I. & I.S. INC	12,695.00	-	(12,695.00)	
56096	383823	9/2/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
56096	383824	9/2/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
56230	384405	9/15/2015	5394 I.I. & I.S. INC	88,200.00	-	(88,200.00)	
56240	385063	9/16/2015	5394 I.I. & I.S. INC	13,280.00	-	(13,280.00)	
56477	386169	10/1/2015	5394 I.I. & I.S. INC	20,875.00	-	(20,875.00)	
56514	386876	10/5/2015	5394 I.I. & I.S. INC	87,735.00	-	(87,735.00)	
56553	387102	10/7/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
56553	387103	10/7/2015	5394 I.I. & I.S. INC	35,840.00	-	(35,840.00)	
56567	387157	10/7/2015	5394 I.I. & I.S. INC	18,739.97	-	(18,739.97)	
56553	387101	10/7/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
56694	388080	10/16/2015	5394 I.I. & I.S. INC	73,800.00	-	(73,800.00)	

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
56701	388102	10/19/2015	5394 I.I. & I.S. INC	27,300.00	-	(27,300.00)	
56706	388128	10/19/2015	5394 I.I. & I.S. INC	12,325.00	-	(12,325.00)	
56840	388763	10/29/2015	5394 I.I. & I.S. INC	61,667.20	-	(61,667.20)	
56882	389024	11/3/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
56882	389025	11/3/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
56889	389069	11/3/2015	5394 I.I. & I.S. INC	72,385.00	-	(72,385.00)	
56970	390168	11/9/2015	5394 I.I. & I.S. INC	18,365.69	-	(18,365.69)	
57048	390534	11/17/2015	5394 I.I. & I.S. INC	78,150.00	-	(78,150.00)	
57049	390536	11/17/2015	5394 I.I. & I.S. INC	29,705.00	-	(29,705.00)	
57241	392472	12/2/2015	5394 I.I. & I.S. INC	117,056.68	-	(117,056.68)	
57248	392494	12/3/2015	5394 I.I. & I.S. INC	-	117,056.68	117,056.68	
57272	392613	12/7/2015	5394 I.I. & I.S. INC	64,086.68	-	(64,086.68)	
57276	392631	12/7/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
57276	392632	12/7/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
57295	392712	12/9/2015	5394 I.I. & I.S. INC	20,500.00	-	(20,500.00)	
57386	393160	12/16/2015	5394 I.I. & I.S. INC	64,890.00	-	(64,890.00)	19
57586	394883	1/4/2016	5394 I.I. & I.S. INC	40,533.30	-	(40,533.30)	
57745	396410	1/12/2016	5394 I.I. & I.S. INC	81,700.00	-	(81,700.00)	
57742	396417	1/12/2016	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	
57742	396416	1/12/2016	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	
57774	396602	1/14/2016	14223 STANFORD, GAYLE	9,426.83	-	(9,426.83)	20
57789	397180	1/15/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
57789	397181	1/15/2016	5394 I.I. & I.S. INC	36,000.00	-	(36,000.00)	21
57833	397354	1/20/2016	5394 I.I. & I.S. INC	24,000.00	-	(24,000.00)	22
57891	397552	1/27/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
30102	JE182	1/31/2016	air transportation	66,150.00	-	(66,150.00)	
30102	JE182	1/31/2016	Outfitter Fee - Non-typical En	50,000.00	-	(50,000.00)	
58184	400465	2/17/2016	5394 I.I. & I.S. INC	41,854.54	-	(41,854.54)	
58217	400666	2/19/2016	5394 I.I. & I.S. INC	12,050.00	-	(12,050.00)	
58230	400773	2/22/2016	5394 I.I. & I.S. INC	62,850.00	-	(62,850.00)	
58254	400845	2/23/2016	5394 I.I. & I.S. INC	18,650.00	-	(18,650.00)	
58371	401463	2/29/2016	5394 I.I. & I.S. INC	56,200.00	-	(56,200.00)	
58362	401424	2/29/2016	5394 I.I. & I.S. INC	61,155.00	-	(61,155.00)	
58363	401427	2/29/2016	5394 I.I. & I.S. INC	44,255.66	-	(44,255.66)	
58508	402787	3/8/2016	5394 I.I. & I.S. INC	12,350.00	-	(12,350.00)	
58515	402802	3/9/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
58515	402803	3/9/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
58691	404289	3/22/2016	5394 I.I. & I.S. INC	21,025.22	-	(21,025.22)	
58714	404337	3/23/2016	5394 I.I. & I.S. INC	16,250.00	-	(16,250.00)	
58769	404579	3/28/2016	5394 I.I. & I.S. INC	83,550.00	-	(83,550.00)	
30592	JE476	3/31/2016	Rcls II & IS Fees	31,350.00	-	(31,350.00)	
30592	JE476	3/31/2016	Rcls II & IS Fees	-	31,350.00	31,350.00	
58878	405830	4/4/2016	5394 I.I. & I.S. INC	12,995.00	-	(12,995.00)	
58876	405824	4/4/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
58876	405823	4/4/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
59023	406262	4/7/2016	5394 I.I. & I.S. INC	35,135.00	-	(35,135.00)	
59020	406247	4/7/2016	5394 I.I. & I.S. INC	54,370.00	-	(54,370.00)	
59195	408037	4/21/2016	5394 I.I. & I.S. INC	28,186.77	-	(28,186.77)	
59195	408036	4/21/2016	5394 I.I. & I.S. INC	49,445.00	-	(49,445.00)	
59333	408708	4/28/2016	5394 I.I. & I.S. INC	28,185.00	-	(28,185.00)	
59340	409532	4/28/2016	5394 I.I. & I.S. INC	50,460.00	-	(50,460.00)	
59344	409552	4/29/2016	5394 I.I. & I.S. INC	19,839.38	-	(19,839.38)	
59403	409870	5/5/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
59403	409869	5/5/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
30844	JE182	5/19/2016	II & IS	25,000.00	-	(25,000.00)	
59729	411637	5/25/2016	5394 I.I. & I.S. INC	29,475.00	-	(29,475.00)	
59771	411833	5/26/2016	5394 I.I. & I.S. INC	25,066.90	-	(25,066.90)	23
59771	411828	5/26/2016	5394 I.I. & I.S. INC	17,775.00	-	(17,775.00)	24
59771	411826	5/26/2016	5394 I.I. & I.S. INC	36,810.96	-	(36,810.96)	25
59771	411832	5/26/2016	5394 I.I. & I.S. INC	43,801.61	-	(43,801.61)	26
59771	411827	5/26/2016	5394 I.I. & I.S. INC	45,760.00	-	(45,760.00)	27
59771	411830	5/26/2016	5394 I.I. & I.S. INC	49,066.01	-	(49,066.01)	28
59771	411831	5/26/2016	5394 I.I. & I.S. INC	49,304.41	-	(49,304.41)	29
59771	411829	5/26/2016	5394 I.I. & I.S. INC	49,472.89	-	(49,472.89)	30
59895	413340	6/2/2016	5394 I.I. & I.S. INC	30,250.00	-	(30,250.00)	31
59854	412994	6/2/2016	14223 STANFORD, GAYLE	5,458.18	-	(5,458.18)	32
59890	413298	6/6/2016	5394 I.I. & I.S. INC	63,325.00	-	(63,325.00)	33
59917	413407	6/6/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	34
59917	413406	6/6/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	35
60086	414832	6/20/2016	5394 I.I. & I.S. INC	41,598.40	-	(41,598.40)	36
60164	415022	6/22/2016	5394 I.I. & I.S. INC	65,529.26	-	(65,529.26)	37
60248	415547	6/28/2016	5394 I.I. & I.S. INC	54,550.00	-	(54,550.00)	38
60261	415643	6/28/2016	5394 I.I. & I.S. INC	25,131.93	-	(25,131.93)	39
60282	415722	6/30/2016	5394 I.I. & I.S. INC	65,770.00	-	(65,770.00)	40

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
60282	415721	6/30/2016	5394 I.I. & I.S. INC	50,980.00	-	(50,980.00)	41
60282	415724	6/30/2016	5394 I.I. & I.S. INC	52,626.74	-	(52,626.74)	42
60374	416702	7/8/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
60374	416703	7/8/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
60484	417661	7/18/2016	5394 I.I. & I.S. INC	21,341.17	-	(21,341.17)	
60746	419817	8/4/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
60746	419816	8/4/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
60809	420107	8/11/2016	5394 I.I. & I.S. INC	71,345.00	-	(71,345.00)	
60996	421643	8/24/2016	5394 I.I. & I.S. INC	35,820.00	-	(35,820.00)	
60996	421644	8/24/2016	5394 I.I. & I.S. INC	48,232.59	-	(48,232.59)	43
61050	421878	8/29/2016	5394 I.I. & I.S. INC	67,400.00	-	(67,400.00)	
61265	423282	9/8/2016	5394 I.I. & I.S. INC	29,228.00	-	(29,228.00)	
61265	423298	9/8/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
61265	423297	9/8/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
61360	424423	9/16/2016	5394 I.I. & I.S. INC	90,585.00	-	(90,585.00)	
61416	424693	9/21/2016	5394 I.I. & I.S. INC	14,248.49	-	(14,248.49)	
61416	424692	9/21/2016	5394 I.I. & I.S. INC	38,300.00	-	(38,300.00)	
61484	424986	9/26/2016	5394 I.I. & I.S. INC	34,959.88	-	(34,959.88)	
61458	424929	9/26/2016	5394 I.I. & I.S. INC	29,350.00	-	(29,350.00)	
61484	424987	9/26/2016	5394 I.I. & I.S. INC	15,225.00	-	(15,225.00)	
61511	425135	9/27/2016	5394 I.I. & I.S. INC	19,150.00	-	(19,150.00)	
61589	426068	10/3/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
61589	426067	10/3/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
61608	426198	10/4/2016	5394 I.I. & I.S. INC	70,785.00	-	(70,785.00)	44
61705	426637	10/10/2016	5394 I.I. & I.S. INC	21,853.74	-	(21,853.74)	
61716	426723	10/11/2016	5394 I.I. & I.S. INC	46,775.00	-	(46,775.00)	45
61854	428040	10/21/2016	5394 I.I. & I.S. INC	70,785.00	-	(70,785.00)	46
61855	428041	10/21/2016	5394 I.I. & I.S. INC	83,250.00	-	(83,250.00)	
62073	429750	11/7/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
62073	429749	11/7/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
62233	431109	11/22/2016	5394 I.I. & I.S. INC	54,535.02	-	(54,535.02)	
62294	432084	11/30/2016	5394 I.I. & I.S. INC	62,229.86	-	(62,229.86)	
62330	432324	12/5/2016	5394 I.I. & I.S. INC	18,327.12	-	(18,327.12)	
62382	432731	12/7/2016	5394 I.I. & I.S. INC	89,950.00	-	(89,950.00)	47
62374	432724	12/7/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
62374	432725	12/7/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
62644	434584	12/30/2016	5394 I.I. & I.S. INC	30,687.02	-	(30,687.02)	48

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Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
32656	JE447D/J	12/31/2016	Accr GS2 Air Transpo Dec23-27	5,885.26	-	(5,885.26)	
32665	JE447D/J	1/1/2017	Accr GS2 Air Transpo Dec23-27	-	5,885.26	5,885.26	
62714	435407	1/5/2017	5394 I.I. & I.S. INC	24,000.00	-	(24,000.00)	49
62819	435907	1/9/2017	5394 I.I. & I.S. INC	45,875.00	-	(45,875.00)	
62826	435912	1/11/2017	5394 I.I. & I.S. INC	41,880.26	-	(41,880.26)	
62835	435918	1/11/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
62835	435917	1/11/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
62933	436988	1/18/2017	5394 I.I. & I.S. INC	35,995.00	-	(35,995.00)	
62933	436976	1/18/2017	14223 STANFORD, GAYLE	14,209.46	-	(14,209.46)	
62991	437239	1/19/2017	5394 I.I. & I.S. INC	25,975.00	-	(25,975.00)	
62988	437235	1/20/2017	5394 I.I. & I.S. INC	75,340.00	-	(75,340.00)	
63084	437753	1/25/2017	5394 I.I. & I.S. INC	40,850.00	-	(40,850.00)	
63074	437688	1/26/2017	5394 I.I. & I.S. INC	70,095.00	-	(70,095.00)	
63259	439228	2/7/2017	5394 I.I. & I.S. INC	80,985.00	-	(80,985.00)	50
63259	439227	2/7/2017	5394 I.I. & I.S. INC	50,035.00	-	(50,035.00)	51
63259	439226	2/7/2017	5394 I.I. & I.S. INC	64,135.00	-	(64,135.00)	52
63288	439494	2/9/2017	5394 I.I. & I.S. INC	10,500.00	-	(10,500.00)	53
63382	440469	2/17/2017	5394 I.I. & I.S. INC	49,433.80	-	(49,433.80)	54
63402	440571	2/17/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	55
63402	440572	2/17/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	56
63606	442235	3/7/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
63606	442236	3/7/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
63743	443245	3/20/2017	5394 I.I. & I.S. INC	27,619.00	-	(27,619.00)	
63780	443476	3/23/2017	5394 I.I. & I.S. INC	41,900.00	-	(41,900.00)	
63813	443658	3/27/2017	5394 I.I. & I.S. INC	28,275.00	-	(28,275.00)	
63798	443600	3/27/2017	5394 I.I. & I.S. INC	59,085.00	-	(59,085.00)	
63992	445296	4/7/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
63992	445295	4/7/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
64111	446680	4/18/2017	5394 I.I. & I.S. INC	53,400.00	-	(53,400.00)	
64107	446663	4/18/2017	5394 I.I. & I.S. INC	40,450.00	-	(40,450.00)	
64185	447052	4/24/2017	5394 I.I. & I.S. INC	43,650.00	-	(43,650.00)	
64186	447053	4/24/2017	5394 I.I. & I.S. INC	68,900.00	-	(68,900.00)	
64196	447096	4/25/2017	5394 I.I. & I.S. INC	46,950.00	-	(46,950.00)	
64202	447144	4/25/2017	5394 I.I. & I.S. INC	15,210.33	-	(15,210.33)	
64381	448594	5/8/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
64381	448593	5/8/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
64422	449195	5/12/2017	5394 I.I. & I.S. INC	148,941.08	-	(148,941.08)	57

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NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
64431	449279	5/12/2017	5394 I.I. & I.S. INC	21,575.00	-	(21,575.00)	
64422	449194	5/12/2017	5394 I.I. & I.S. INC	63,400.00	-	(63,400.00)	
64485	449588	5/16/2017	14223 STANFORD, GAYLE	4,595.26	-	(4,595.26)	
64648	451324	6/2/2017	5394 I.I. & I.S. INC	18,500.00	-	(18,500.00)	
64688	451610	6/5/2017	5394 I.I. & I.S. INC	23,087.78	-	(23,087.78)	
64660	451368	6/5/2017	5394 I.I. & I.S. INC	55,500.00	-	(55,500.00)	
64660	451369	6/5/2017	5394 I.I. & I.S. INC	43,245.00	-	(43,245.00)	
64703	451697	6/6/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
64703	451696	6/6/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
64758	451863	6/9/2017	5394 I.I. & I.S. INC	23,984.55	-	(23,984.55)	
64837	452653	6/20/2017	5394 I.I. & I.S. INC	29,099.24	-	(29,099.24)	
64914	453043	6/26/2017	5394 I.I. & I.S. INC	31,800.00	-	(31,800.00)	58
64975	453852	6/29/2017	5394 I.I. & I.S. INC	67,950.00	-	(67,950.00)	
65081	454271	7/10/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
65081	454272	7/10/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
65102	454373	7/11/2017	5394 I.I. & I.S. INC	68,300.00	-	(68,300.00)	59
65117	454425	7/12/2017	5394 I.I. & I.S. INC	38,446.14	-	(38,446.14)	
65168	455010	7/17/2017	5394 I.I. & I.S. INC	28,575.00	-	(28,575.00)	
65277	455474	7/26/2017	5394 I.I. & I.S. INC	29,619.49	-	(29,619.49)	
65461	456950	8/7/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
65461	456951	8/7/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
65511	457143	8/9/2017	5394 I.I. & I.S. INC	50,100.00	-	(50,100.00)	
65510	457141	8/9/2017	5394 I.I. & I.S. INC	56,985.00	-	(56,985.00)	
65521	457230	8/10/2017	5394 I.I. & I.S. INC	20,575.00	-	(20,575.00)	
65521	457231	8/10/2017	5394 I.I. & I.S. INC	40,050.00	-	(40,050.00)	
65522	457234	8/11/2017	5394 I.I. & I.S. INC	31,175.00	-	(31,175.00)	
65914	459987	9/13/2017	5394 I.I. & I.S. INC	51,812.97	-	(51,812.97)	
65934	460056	9/13/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
65934	460054	9/13/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
65966	460691	9/15/2017	5394 I.I. & I.S. INC	89,679.90	-	(89,679.90)	
65966	460690	9/15/2017	5394 I.I. & I.S. INC	53,700.00	-	(53,700.00)	
66007	460986	9/21/2017	5394 I.I. & I.S. INC	89,850.00	-	(89,850.00)	
66063	461217	9/22/2017	5394 I.I. & I.S. INC	29,725.00	-	(29,725.00)	
66126	461516	9/28/2017	5394 I.I. & I.S. INC	19,531.20	-	(19,531.20)	
66164	462099	10/3/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
66164	462100	10/3/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
66286	462707	10/10/2017	5394 I.I. & I.S. INC	65,600.00	-	(65,600.00)	

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Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
66369	463483	10/16/2017	5394 I.I. & I.S. INC	59,620.00	-	(59,620.00)	
66381	463519	10/17/2017	5394 I.I. & I.S. INC	24,207.52	-	(24,207.52)	
66381	463518	10/17/2017	5394 I.I. & I.S. INC	34,700.00	-	(34,700.00)	
66485	463972	10/23/2017	5394 I.I. & I.S. INC	61,400.00	-	(61,400.00)	
66663	465257	11/3/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
66663	465256	11/3/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
66971	467223	11/27/2017	5394 I.I. & I.S. INC	21,499.87	-	(21,499.87)	
67145	467942	11/27/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
67145	467941	11/27/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
67243	468259	12/12/2017	5394 I.I. & I.S. INC	27,999.00	-	(27,999.00)	
67243	468258	12/12/2017	5394 I.I. & I.S. INC	42,285.00	-	(42,285.00)	
67243	468257	12/12/2017	5394 I.I. & I.S. INC	46,285.00	-	(46,285.00)	
67275	468848	12/18/2017	5394 I.I. & I.S. INC	55,850.00	-	(55,850.00)	
67516	470200	1/4/2018	5394 I.I. & I.S. INC	24,000.00	-	(24,000.00)	60
67511	470195	1/4/2018	5394 I.I. & I.S. INC	43,000.00	-	(43,000.00)	
67519	470221	1/4/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
67585	470507	1/5/2018	14223 STANFORD, GAYLE	19,767.65	-	(19,767.65)	
67893	471889	1/22/2018	5394 I.I. & I.S. INC	66,750.00	-	(66,750.00)	
68025	472336	1/29/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
68025	472334	1/29/2018	5394 I.I. & I.S. INC	37,390.43	-	(37,390.43)	
68069	472470	1/31/2018	5394 I.I. & I.S. INC	73,375.00	-	(73,375.00)	
68104	472562	2/1/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
68104	472563	2/1/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
68185	473368	2/6/2018	14223 STANFORD, GAYLE	4,081.17	-	(4,081.17)	61
68185	473367	2/6/2018	5394 I.I. & I.S. INC	48,750.00	-	(48,750.00)	
68323	473730	2/14/2018	5394 I.I. & I.S. INC	73,406.16	-	(73,406.16)	
68318	473725	2/14/2018	5394 I.I. & I.S. INC	46,500.00	-	(46,500.00)	
68373	473887	2/15/2018	5394 I.I. & I.S. INC	52,650.00	-	(52,650.00)	
68373	473888	2/15/2018	5394 I.I. & I.S. INC	34,425.00	-	(34,425.00)	
68429	474580	2/20/2018	5394 I.I. & I.S. INC	51,595.00	-	(51,595.00)	
68435	474587	2/21/2018	5394 I.I. & I.S. INC	47,750.00	-	(47,750.00)	
68538	474943	2/27/2018	5394 I.I. & I.S. INC	45,788.52	-	(45,788.52)	
68670	476012	3/5/2018	5394 I.I. & I.S. INC	46,000.00	-	(46,000.00)	62
68670	476011	3/5/2018	5394 I.I. & I.S. INC	47,000.00	-	(47,000.00)	63
68738	476260	3/7/2018	5394 I.I. & I.S. INC	45,000.00	-	(45,000.00)	64
68738	476259	3/7/2018	5394 I.I. & I.S. INC	33,426.49	-	(33,426.49)	65
68839	476502	3/9/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	66

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
68839	476501	3/9/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	67
68883	476642	3/13/2018	5394 I.I. & I.S. INC	44,295.00	-	(44,295.00)	68
68913	476734	3/15/2018	5394 I.I. & I.S. INC	47,715.00	-	(47,715.00)	69
36310	JE463	3/31/2018	Rcls II&IS #3274	47,715.00	-	(47,715.00)	
36310	JE463	3/31/2018	Rcls II&IS #327447715	-	47,715.00	47,715.00	
69209	479376	4/2/2018	5394 I.I. & I.S. INC	68,875.00	-	(68,875.00)	
69242	479472	4/3/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
69242	479471	4/3/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
69465	480050	4/11/2018	5394 I.I. & I.S. INC	40,195.00	-	(40,195.00)	
69465	480049	4/11/2018	5394 I.I. & I.S. INC	41,540.52	-	(41,540.52)	
69478	480106	4/12/2018	5394 I.I. & I.S. INC	75,800.00	-	(75,800.00)	
69648	481189	4/23/2018	5394 I.I. & I.S. INC	76,950.00	-	(76,950.00)	
69648	481188	4/23/2018	5394 I.I. & I.S. INC	61,600.00	-	(61,600.00)	
69647	481187	4/23/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
69655	481222	4/23/2018	5394 I.I. & I.S. INC	-	76,950.00	76,950.00	
69771	481598	4/27/2018	5394 I.I. & I.S. INC	63,600.00	-	(63,600.00)	
69769	481596	4/27/2018	5394 I.I. & I.S. INC	20,211.29	-	(20,211.29)	
70082	484401	5/21/2018	5394 I.I. & I.S. INC	46,160.79	-	(46,160.79)	
70082	484402	5/21/2018	5394 I.I. & I.S. INC	42,772.03	-	(42,772.03)	
70082	484400	5/21/2018	5394 I.I. & I.S. INC	49,734.18	-	(49,734.18)	
70082	484405	5/21/2018	5394 I.I. & I.S. INC	19,350.00	-	(19,350.00)	
70082	484404	5/21/2018	5394 I.I. & I.S. INC	23,221.67	-	(23,221.67)	
70082	484403	5/21/2018	5394 I.I. & I.S. INC	39,693.43	-	(39,693.43)	
70085	484408	5/21/2018	14223 STANFORD, GAYLE	4,637.71	-	(4,637.71)	
70168	484869	5/24/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
70158	484841	5/24/2018	5394 I.I. & I.S. INC	26,263.31	-	(26,263.31)	
70168	484870	5/24/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
70205	485042	5/30/2018	5394 I.I. & I.S. INC	47,850.00	-	(47,850.00)	
70206	485043	5/30/2018	5394 I.I. & I.S. INC	39,900.00	-	(39,900.00)	
70206	485044	5/30/2018	5394 I.I. & I.S. INC	39,900.00	-	(39,900.00)	
70262	485885	6/4/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
70262	485884	6/4/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
70357	486344	6/8/2018	5394 I.I. & I.S. INC	48,365.00	-	(48,365.00)	
70357	486345	6/8/2018	5394 I.I. & I.S. INC	48,365.00	-	(48,365.00)	
70357	486346	6/8/2018	5394 I.I. & I.S. INC	49,700.00	-	(49,700.00)	70
70877	489125	7/11/2018	5394 I.I. & I.S. INC	73,825.00	-	(73,825.00)	
70879	489126	7/12/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
71085	490445	7/25/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
71157	491045	7/31/2018	5394 I.I. & I.S. INC	12,987.64	-	(12,987.64)	71
71162	491156	7/31/2018	14223 STANFORD, GAYLE	12,987.64	-	(12,987.64)	
71162	491155	7/31/2018	5394 I.I. & I.S. INC	-	12,987.64	12,987.64	
71157	491047	7/31/2018	5394 I.I. & I.S. INC	8,736.79	-	(8,736.79)	
71203	491368	8/1/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
71203	491367	8/1/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
71209	491386	8/2/2018	5394 I.I. & I.S. INC	37,350.00	-	(37,350.00)	
71217	491472	8/2/2018	5394 I.I. & I.S. INC	37,350.00	-	(37,350.00)	
71214	491465	8/2/2018	5394 I.I. & I.S. INC	-	37,350.00	37,350.00	
71556	493551	8/27/2018	5394 I.I. & I.S. INC	89,385.00	-	(89,385.00)	
71738	494321	9/6/2018	5394 I.I. & I.S. INC	98,695.85	-	(98,695.85)	
71764	494413	9/10/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
71764	494414	9/10/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
72154	496784	10/5/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
72154	496785	10/5/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
72181	496864	10/8/2018	5394 I.I. & I.S. INC	96,200.00	-	(96,200.00)	
72240	497082	10/11/2018	5394 I.I. & I.S. INC	40,920.00	-	(40,920.00)	
72260	497169	10/12/2018	5394 I.I. & I.S. INC	18,610.00	-	(18,610.00)	
72305	497818	10/18/2018	5394 I.I. & I.S. INC	8,305.25	-	(8,305.25)	
72379	498118	10/23/2018	5394 I.I. & I.S. INC	59,790.00	-	(59,790.00)	
72690	500271	11/16/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
72690	500272	11/16/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
73335	504000	1/8/2019	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
73335	503999	1/8/2019	5394 I.I. & I.S. INC	9,966.33	-	(9,966.33)	
73335	504001	1/8/2019	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
73370	504140	1/9/2019	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
73370	504141	1/9/2019	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
73355	504089	1/9/2019	5394 I.I. & I.S. INC	62,310.00	-	(62,310.00)	
73501	504497	1/17/2019	5394 I.I. & I.S. INC	136,300.00	-	(136,300.00)	
73908	506830	2/14/2019	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
73908	506829	2/14/2019	5394 I.I. & I.S. INC	34,785.01	-	(34,785.01)	
73908	506831	2/14/2019	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
73940	507324	2/15/2019	5394 I.I. & I.S. INC	81,600.00	-	(81,600.00)	
74282	509181	3/14/2019	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	
74282	509180	3/14/2019	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	
74437	510059	3/26/2019	5394 I.I. & I.S. INC	27,695.92	-	(27,695.92)	

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.1: NRA General Ledger Transaction Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
74438	510060	3/26/2019	5394 I.I. & I.S. INC	49,535.00	-	(49,535.00)	
74687	511544	4/10/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	
74687	511543	4/10/2019	5394 I.I. & I.S. INC	37,150.00	-	(37,150.00)	
74687	511541	4/10/2019	5394 I.I. & I.S. INC	37,850.00	-	(37,850.00)	
74687	511542	4/10/2019	5394 I.I. & I.S. INC	43,265.00	-	(43,265.00)	
74706	511588	4/10/2019	5394 I.I. & I.S. INC	71,725.00	-	(71,725.00)	
75169	514595	5/9/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	
75169	514594	5/9/2019	5394 I.I. & I.S. INC	42,200.00	-	(42,200.00)	
75169	514589	5/9/2019	5394 I.I. & I.S. INC	4,383.92	-	(4,383.92)	
75178	514617	5/10/2019	5394 I.I. & I.S. INC	73,850.00	-	(73,850.00)	
75369	515248	5/22/2019	5394 I.I. & I.S. INC	139,481.62	-	(139,481.62)	
75502	516334	6/5/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	
75817	518119	7/1/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	
75956	519178	7/16/2019	5394 I.I. & I.S. INC	36,035.32	-	(36,035.32)	
75974	519254	7/17/2019	5394 I.I. & I.S. INC	3,690.00	-	(3,690.00)	
76135	520498	7/31/2019	5394 I.I. & I.S. INC	5,850.00	-	(5,850.00)	
76242	521294	8/9/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	72
76467	522496	8/28/2019	5394 I.I. & I.S. INC	71,000.00	-	(71,000.00)	73
76472	522515	8/29/2019	5394 I.I. & I.S. INC	48,400.00	-	(48,400.00)	74
76552	523023	9/5/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	
77100	526164	10/18/2019	5394 I.I. & I.S. INC	10,400.00	-	(10,400.00)	
77100	526166	10/18/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	
77100	526165	10/18/2019	5394 I.I. & I.S. INC	48,050.00	-	(48,050.00)	
77145	526384	10/23/2019	5394 I.I. & I.S. INC	53,500.00	-	(53,500.00)	
77463	528386	11/22/2019	5394 INVENTIVE INCENTIVES AND	26,500.00	-	(26,500.00)	
77463	528385	11/22/2019	5394 INVENTIVE INCENTIVES AND	33,520.00	-	(33,520.00)	
77485	528431	11/22/2019	5394 INVENTIVE INCENTIVES AND	56,700.00	-	(56,700.00)	
77463	528387	11/22/2019	5394 INVENTIVE INCENTIVES AND	5,733.95	-	(5,733.95)	
77820	530454	12/26/2019	5394 INVENTIVE INCENTIVES AND	26,500.00	-	(26,500.00)	
77921	531260	1/5/2020	5394 INVENTIVE INCENTIVES AND	2,364.34	-	(2,364.34)	75
78075	531718	1/14/2020	5394 INVENTIVE INCENTIVES AND	70,060.00	-	(70,060.00)	76
78272	532971	1/30/2020	5394 INVENTIVE INCENTIVES AND	25,686.06	-	(25,686.06)	77
78612	535080	2/27/2020	5394 INVENTIVE INCENTIVES AND	44,806.79	-	(44,806.79)	
78623	535119	2/28/2020	5394 INVENTIVE INCENTIVES AND	36,850.00	-	(36,850.00)	
				\$ 13,873,521.01	\$ 874,944.49	\$ (12,998,576.52)	

[1] NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.2: Sample NRA General Ledger Transactions Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
53545	363828	2/19/2015	5394 I.I. & I.S. INC	16,456.78	-	(16,456.78)	1
53870	365610	3/12/2015	5394 I.I. & I.S. INC	19,033.06	-	(19,033.06)	2
54043	366883	3/25/2015	5394 I.I. & I.S. INC	13,347.85	-	(13,347.85)	3
54394	369641	4/17/2015	14223 STANFORD, GAYLE	5,755.32	-	(5,755.32)	4
54556	370572	4/28/2015	5394 I.I. & I.S. INC	40,379.19	-	(40,379.19)	5
54616	370859	5/1/2015	5394 I.I. & I.S. INC	-	40,379.19	40,379.19	6
54596	370807	5/1/2015	5394 I.I. & I.S. INC	-	6,285.00	6,285.00	7
54616	370858	5/1/2015	5394 I.I. & I.S. INC	33,653.76	-	(33,653.76)	8
54596	370808	5/1/2015	14223 STANFORD, GAYLE	6,285.00	-	(6,285.00)	9
54619	370904	5/4/2015	5394 I.I. & I.S. INC	18,737.30	-	(18,737.30)	10
54628	370940	5/4/2015	5394 I.I. & I.S. INC	10,000.00	-	(10,000.00)	11
54628	370941	5/4/2015	5394 I.I. & I.S. INC	5,000.00	-	(5,000.00)	12
54787	372582	5/14/2015	5394 I.I. & I.S. INC	-	17,483.24	17,483.24	13
54876	373594	5/21/2015	5394 I.I. & I.S. INC	50,258.24	-	(50,258.24)	14
54926	373777	5/27/2015	5394 I.I. & I.S. INC	76,675.00	-	(76,675.00)	15
54925	373775	5/27/2015	5394 I.I. & I.S. INC	72,400.00	-	(72,400.00)	16
54948	373849	5/28/2015	5394 I.I. & I.S. INC	12,366.00	-	(12,366.00)	17
55604	379892	7/24/2015	5394 I.I. & I.S. INC	49,627.94	-	(49,627.94)	18
57386	393160	12/16/2015	5394 I.I. & I.S. INC	64,890.00	-	(64,890.00)	19
57774	396602	1/14/2016	14223 STANFORD, GAYLE	9,426.83	-	(9,426.83)	20
57789	397181	1/15/2016	5394 I.I. & I.S. INC	36,000.00	-	(36,000.00)	21
57833	397354	1/20/2016	5394 I.I. & I.S. INC	24,000.00	-	(24,000.00)	22
59771	411833	5/26/2016	5394 I.I. & I.S. INC	25,066.90	-	(25,066.90)	23
59771	411828	5/26/2016	5394 I.I. & I.S. INC	17,775.00	-	(17,775.00)	24
59771	411826	5/26/2016	5394 I.I. & I.S. INC	36,810.96	-	(36,810.96)	25
59771	411832	5/26/2016	5394 I.I. & I.S. INC	43,801.61	-	(43,801.61)	26
59771	411827	5/26/2016	5394 I.I. & I.S. INC	45,760.00	-	(45,760.00)	27
59771	411830	5/26/2016	5394 I.I. & I.S. INC	49,066.01	-	(49,066.01)	28
59771	411831	5/26/2016	5394 I.I. & I.S. INC	49,304.41	-	(49,304.41)	29
59771	411829	5/26/2016	5394 I.I. & I.S. INC	49,472.89	-	(49,472.89)	30
59895	413340	6/2/2016	5394 I.I. & I.S. INC	30,250.00	-	(30,250.00)	31
59854	412994	6/2/2016	14223 STANFORD, GAYLE	5,458.18	-	(5,458.18)	32
59890	413298	6/6/2016	5394 I.I. & I.S. INC	63,325.00	-	(63,325.00)	33
59917	413407	6/6/2016	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	34
59917	413406	6/6/2016	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	35

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Exhibit TRAVEL CONSULTANT.2: Sample NRA General Ledger Transactions Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
60086	414832	6/20/2016	5394 I.I. & I.S. INC	41,598.40	-	(41,598.40)	36
60164	415022	6/22/2016	5394 I.I. & I.S. INC	65,529.26	-	(65,529.26)	37
60248	415547	6/28/2016	5394 I.I. & I.S. INC	54,550.00	-	(54,550.00)	38
60261	415643	6/28/2016	5394 I.I. & I.S. INC	25,131.93	-	(25,131.93)	39
60282	415722	6/30/2016	5394 I.I. & I.S. INC	65,770.00	-	(65,770.00)	40
60282	415721	6/30/2016	5394 I.I. & I.S. INC	50,980.00	-	(50,980.00)	41
60282	415724	6/30/2016	5394 I.I. & I.S. INC	52,626.74	-	(52,626.74)	42
60996	421644	8/24/2016	5394 I.I. & I.S. INC	48,232.59	-	(48,232.59)	43
61608	426198	10/4/2016	5394 I.I. & I.S. INC	70,785.00	-	(70,785.00)	44
61716	426723	10/11/2016	5394 I.I. & I.S. INC	46,775.00	-	(46,775.00)	45
61854	428040	10/21/2016	5394 I.I. & I.S. INC	70,785.00	-	(70,785.00)	46
62382	432731	12/7/2016	5394 I.I. & I.S. INC	89,950.00	-	(89,950.00)	47
62644	434584	12/30/2016	5394 I.I. & I.S. INC	30,687.02	-	(30,687.02)	48
62714	435407	1/5/2017	5394 I.I. & I.S. INC	24,000.00	-	(24,000.00)	49
63259	439228	2/7/2017	5394 I.I. & I.S. INC	80,985.00	-	(80,985.00)	50
63259	439227	2/7/2017	5394 I.I. & I.S. INC	50,035.00	-	(50,035.00)	51
63259	439226	2/7/2017	5394 I.I. & I.S. INC	64,135.00	-	(64,135.00)	52
63288	439494	2/9/2017	5394 I.I. & I.S. INC	10,500.00	-	(10,500.00)	53
63382	440469	2/17/2017	5394 I.I. & I.S. INC	49,433.80	-	(49,433.80)	54
63402	440571	2/17/2017	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	55
63402	440572	2/17/2017	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	56
64422	449195	5/12/2017	5394 I.I. & I.S. INC	148,941.08	-	(148,941.08)	57
64914	453043	6/26/2017	5394 I.I. & I.S. INC	31,800.00	-	(31,800.00)	58
65102	454373	7/11/2017	5394 I.I. & I.S. INC	68,300.00	-	(68,300.00)	59
67516	470200	1/4/2018	5394 I.I. & I.S. INC	24,000.00	-	(24,000.00)	60
68185	473368	2/6/2018	14223 STANFORD, GAYLE	4,081.17	-	(4,081.17)	61
68670	476012	3/5/2018	5394 I.I. & I.S. INC	46,000.00	-	(46,000.00)	62
68670	476011	3/5/2018	5394 I.I. & I.S. INC	47,000.00	-	(47,000.00)	63
68738	476260	3/7/2018	5394 I.I. & I.S. INC	45,000.00	-	(45,000.00)	64
68738	476259	3/7/2018	5394 I.I. & I.S. INC	33,426.49	-	(33,426.49)	65
68839	476502	3/9/2018	5394 I.I. & I.S. INC	12,000.00	-	(12,000.00)	66
68839	476501	3/9/2018	5394 I.I. & I.S. INC	7,000.00	-	(7,000.00)	67
68883	476642	3/13/2018	5394 I.I. & I.S. INC	44,295.00	-	(44,295.00)	68
68913	476734	3/15/2018	5394 I.I. & I.S. INC	47,715.00	-	(47,715.00)	69
70357	486346	6/8/2018	5394 I.I. & I.S. INC	49,700.00	-	(49,700.00)	70

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.2: Sample NRA General Ledger Transactions Related to Stanford

Expert Report of Eric Hines, CPA, CFF, CHC

NRA General Ledger Transaction Related to Stanford 2015-2020 [1]							
Number	Number 2	Post Date	Description	Debit	Credit	Net Amount	Sample Transaction ID
71157	491045	7/31/2018	5394 I.I. & I.S. INC	12,987.64	-	(12,987.64)	71
76242	521294	8/9/2019	5394 I.I. & I.S. INC	26,500.00	-	(26,500.00)	72
76467	522496	8/28/2019	5394 I.I. & I.S. INC	71,000.00	-	(71,000.00)	73
76472	522515	8/29/2019	5394 I.I. & I.S. INC	48,400.00	-	(48,400.00)	74
77921	531260	1/5/2020	5394 INVENTIVE INCENTIVES AND	2,364.34	-	(2,364.34)	75
78075	531718	1/14/2020	5394 INVENTIVE INCENTIVES AND	70,060.00	-	(70,060.00)	76
78272	532971	1/30/2020	5394 INVENTIVE INCENTIVES AND	25,686.06	-	(25,686.06)	77
				\$ 2,877,129.75	\$ 64,147.43	\$ (2,812,982.32)	

[1] NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter
 Exhibit TRAVEL CONSULTANT.3: Sample NRA General Ledger Transactions and Related Stanford Supporting Details
 Expert Report of Eric Hines, CPA, CFF, CHC

Sample Transaction ID	NRA GENERAL LEDGER [1]			STANFORD INVOICES TO NRA				STANFORD SUPPORTING INVOICES					Difference	Commission		
	Post Date	Description	Net Amount	Vendor	Date	Invoice Number	Bates	Invoice Amount	Vendor	Date	Invoice Number	Bates			Invoice Amount	
15	5/27/2015	5394 I.I. & I.S. INC	\$ (76,675.00)	GS2 Enterprises	5/26/2015	2948	NRA-NYAGCOMMMDIV-00376551	\$76,675.00	Corporate America Aviation, Inc.	6/11/2015	5238		NYAG-STANFORD-00000919	\$68,040.84	\$ 8,634.16	12.7%
16	5/27/2015	5394 I.I. & I.S. INC	(72,400.00)	GS2 Enterprises	5/21/2015	2945	NRA-NYAGCOMMMDIV-00376548	72,400.00	Corporate America Aviation, Inc.	6/1/2015	5236		NYAG-STANFORD-00000917	65,468.88	6,931.12	10.6%
17	5/28/2015	5394 I.I. & I.S. INC	(12,366.00)	GS2 Enterprises	5/22/2015	2946	NRA-NYAGCOMMMDIV-00376549	12,366.00	Corporate America Aviation, Inc.	5/28/2015	5235		NYAG-STANFORD-00000916	10,866.00	1,500.00	13.8%
19	12/16/2015	5394 I.I. & I.S. INC	(64,890.00)	GS2 Enterprises	12/15/2015	3009	NRA-NYAGCOMMMDIV-00376591	64,890.00	Corporate America Aviation, Inc.	12/15/2015	010416ROA & 12291SROA			58,890.00	6,000.00	10.2%
23	5/26/2016	5394 I.I. & I.S. INC	(25,066.90)	GS2 Enterprises	5/25/2016	3065	NRA-NYAGCOMMMDIV-00376876	25,066.90	Ready to Roll	5/25/2016	24752, 24738, 24732, 24731		NYAG-STANFORD-00001280-00001282; -00001250-00001251; -00001236-00001237; -00001232-00001235	21,766.90	3,300.00	15.2%
26	5/26/2016	5394 I.I. & I.S. INC	(43,801.61)	GS2 Enterprises	5/25/2016	3064	NRA-NYAGCOMMMDIV-00376877	43,801.61	Ready to Roll	5/25/2016	24749, 24735, 24757		NYAG-STANFORD-00001241-00001245; -00001269-00001272; -00001293-00001295	39,001.61	4,800.00	12.3%
27	5/26/2016	5394 I.I. & I.S. INC	(45,760.00)	GS2 Enterprises	5/25/2016	3060	NRA-NYAGCOMMMDIV-00376875	45,760.00	Corporate America Aviation, Inc.	6/1/2016	5332		NYAG-STANFORD-00000942	41,184.92	4,575.08	11.1%
28	5/26/2016	5394 I.I. & I.S. INC	(49,066.01)	GS2 Enterprises	5/25/2016	3062	NRA-NYAGCOMMMDIV-00376879	49,066.01	Ready to Roll	5/25/2016	24739, 24751, 24741, 24740, 24756, 24748		NYAG-STANFORD-00001252-00001255; -00001277-00001279; -00001259-00001261; -00001256-00001258; -00001291-00001292; -00001267-00001268	43,766.01	5,300.00	12.1%
29	5/26/2016	5394 I.I. & I.S. INC	(49,304.41)	GS2 Enterprises	5/25/2016	3063	NRA-NYAGCOMMMDIV-00376878	49,304.41	Ready to Roll	5/25/2016	24760, 24736, 24726, 24747		NYAG-STANFORD-00001298-00001303; -00001246-00001249; -00001225-00001228; -00001264-00001266	43,804.41	5,500.00	12.6%
30	5/26/2016	5394 I.I. & I.S. INC	(49,472.89)	GS2 Enterprises	5/25/2016	3061	NRA-NYAGCOMMMDIV-00376880	49,472.89	Ready to Roll	5/25/2016	24755, 24727, 24746, 24754, 24759		NYAG-STANFORD-00001287-00001290; -00001229-00001231; -00001262-00001263; -00001286; -00001296-00001297	43,592.89	5,880.00	13.5%
31	6/2/2016	5394 I.I. & I.S. INC	(30,250.00)	GS2 Enterprises	6/4/2016	3071	NRA-NYAGCOMMMDIV-00376885	30,250.00	Ready to Roll	5/25/2016	24734, 24750, 24753		NYAG-STANFORD-00001238-00001240; -00001273-00001276; -00001283-00001285	29,639.00	611.00	2.1%
38	6/28/2016	5394 I.I. & I.S. INC	(54,550.00)	GS2 Enterprises	6/27/2016	3078	NRA-NYAGCOMMMDIV-00376889	54,550.00	Corporate America Aviation, Inc.	7/7/2016	5343		NYAG-STANFORD-00000952	49,364.79	5,185.21	10.5%
39	6/28/2016	5394 I.I. & I.S. INC	(25,131.93)	GS2 Enterprises	6/22/2016	3077	NRA-NYAGCOMMMDIV-00376888	25,131.93	Ready to Roll	5/9/16-6/22/16	24551-24556, 24856, 24857, 24935, 25082-25085		NYAG-STANFORD-00001216-00001224; -00001304-00001320	20,895.53	4,236.40	20.3%
40	6/30/2016	5394 I.I. & I.S. INC	(65,770.00)	GS2 Enterprises	6/29/2016	3082	NRA-NYAGCOMMMDIV-00376893	65,770.00	Corporate America Aviation, Inc.	7/22/2016	5345		NYAG-STANFORD-00000954	60,093.50	5,676.50	9.4%
44	10/4/2016	5394 I.I. & I.S. INC	(70,785.00)	GS2 Enterprises	9/28/2016	3108	NRA-NYAGCOMMMDIV-00376914	70,785.00	Corporate America Aviation, Inc.	10/14/2016	5372		NYAG-STANFORD-00000969	64,070.26	6,714.74	10.5%
47	12/7/2016	5394 I.I. & I.S. INC	(89,950.00)	GS2 Enterprises	12/5/2016	3130	NRA-NYAGCOMMMDIV-00376930	89,950.00	Corporate America Aviation, Inc.	12/5/2016	122316ROA, 122716ROA, 010317ROA		NYAG-STANFORD-00000906; -00000911; -00000651	82,000.00	7,950.00	9.7%
51	2/7/2017	5394 I.I. & I.S. INC	(50,035.00)	GS2 Enterprises	1/31/2017	3145	NRA-NYAGCOMMMDIV-00376948	50,035.00	Corporate America Aviation, Inc.	1/31/2017	013117aROA		NYAG-STANFORD-00000674	43,100.00	6,935.00	16.1%
52	2/7/2017	5394 I.I. & I.S. INC	(64,135.00)	GS2 Enterprises	1/27/2017	3144	NRA-NYAGCOMMMDIV-00376945	64,135.00	Corporate America Aviation, Inc.	1/25/2017	013117ROA; 020217ROA; 020517ROA		NYAG-STANFORD-00000676; -00000683; -00000689	63,095.00	1,040.00	1.6%
53	2/9/2017	5394 I.I. & I.S. INC	(10,500.00)	GS2 Enterprises	2/6/2017	3150	NRA-NYAGCOMMMDIV-00376952	10,500.00	Corporate America Aviation, Inc.	2/8/2017	021117ROA		NYAG-STANFORD-00000699	9,300.00	1,200.00	12.9%
68	3/13/2018	5394 I.I. & I.S. INC	(44,295.00)	GS2 Enterprises	3/12/2018	3273	NRA-NYAGCOMMMDIV-00984632	44,295.00	Corporate America Aviation, Inc.	3/12/2018	031518ROA		NYAG-STANFORD-00000718	39,995.00	4,300.00	10.8%
69	3/15/2018	5394 I.I. & I.S. INC	(47,715.00)	GS2 Enterprises	3/13/2018	3274	NRA-NYAGCOMMMDIV-00984631	47,715.00	Corporate America Aviation, Inc.	3/13/2018	032218ROA		NYAG-STANFORD-00000720	42,915.00	4,800.00	11.2%
70	6/8/2018	5394 I.I. & I.S. INC	(49,700.00)	GS2 Enterprises	6/7/2018	3319	NYAG-STANFORD-00000542	49,700.00	Corporate America Aviation, Inc.	6/5/2018	070118ROA; 070818ROA		NYAG-STANFORD-00000794; -00000796	44,700.00	5,000.00	11.2%
73	8/28/2019	5394 I.I. & I.S. INC	(71,000.00)	GS2 Enterprises	8/17/2019	3381	NYAG-STANFORD-00000621	71,000.00	Corporate America Aviation, Inc.	7/27/2017	082417ROA; 082517ROA; 0090417aROA		NRA-NYAG-00084133; -00084134; -00084136	65,050.00	5,950.00	9.1%
													Average:	11%		

[1] NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter

Exhibit TRAVEL CONSULTANT.4: Invoices from Stanford to ILA

Expert Report of Eric Hines, CPA, CFF, CHC

STANFORD INVOICES TO ILA						
Vendor	NRA Entity	Date	Invoice Number	Bates	Invoice Amount	Description
I.I. & I.S., Inc.	NRA - ILA	3/20/2015	2921	NYAG-STANFORD-00000031	\$ 18,150.00	MARCH 20 – AIR TRANSPORTATION – DC/CHARLESTON/BOCA RATON
I.I. & I.S., Inc.	NRA - ILA	7/21/2015	2964	NYAG-STANFORD-00000034	3,696.21	JUNE 28 – JULY 02 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	12/15/2015	3010	NYAG-STANFORD-00000038	23,185.00	DECEMBER 30 – AIR TRANSPORTATION NASHVILLE/BATON ROUGE/DC
I.I. & I.S., Inc.	NRA - ILA	2/15/2016	3025	NYAG-STANFORD-00000153	9,387.32	NOV. 08 – FEB. 11 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	1/7/2016	3017	NYAG-STANFORD-00000155	6,115.00	JANUARY 22 – AIR TRANSPORTATION LAS VEGAS/PALM SPRINGS
I.I. & I.S., Inc.	NRA - ILA	8/23/2016	3093	NYAG-STANFORD-00000156	14,834.83	JULY 18 – AUG. 10 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	6/22/2016	3074	NYAG-STANFORD-00000157	16,833.28	APRIL 14 – JUNE 20 – COX
I.I. & I.S., Inc.	NRA - ILA	1/20/2017	3141	NYAG-STANFORD-00000295	13,810.19	DEC. 08 – JAN. 18 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	1/18/2018	3251	NYAG-STANFORD-00000480	11,109.04	DEC. 08 – JAN. 05 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	2/1/2019	3357	NYAG-STANFORD-00000591	21,768.59	LAND TRANSPORTATION – DEC. 6 – JAN. 31 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	6/27/2019	3375	NYAG-STANFORD-00000592	10,723.90	GRATUITIES – IND. DRIVERS, JUNE 20-22 – NAPA – LAND TRANSPORT, AIRLINE TRANSPORTATION – MAY 2018 – PIEDMONT/DALLAS/PIEDMONT
I.I. & I.S., Inc.	NRA - ILA	5/16/2019	3373	NYAG-STANFORD-00000593	37,761.71	INDIANAPOLIS LAND TRANSPORTATION – BLUE, STONEHAVEN
I.I. & I.S., Inc.	NRA - ILA	2/17/2015	2917	NYAG-STANFORD-00000030	1,749.36	GROUND TRANSPORTATION: JAN. 14 – JAN. 23 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	4/23/2015	2931	NYAG-STANFORD-00000032	28,921.43	NASHVILLE – APRIL 7-13 – PASSENGER VAN/CAR/DRIVER MARCH 20 – CHRIS COX – CHARLESTON/BOCA RATON
I.I. & I.S., Inc.	NRA - ILA	4/23/2015	2934	NYAG-STANFORD-00000033	28,921.43	NASHVILLE – APRIL 7-13 – PASSENGER VAN/CAR/DRIVER MARCH 20 – CHRIS COX – CHARLESTON/BOCA RATON
I.I. & I.S., Inc.	NRA - ILA	9/24/2015	2978	NYAG-STANFORD-00000035	5,788.00	SEPTEMBER 23 - AIR TRANSPORTATION – WASH/READING/WASH
GS2 Enterprises	NRA - ILA	10/6/2015	2985	NYAG-STANFORD-00000036	3,810.13	AUG. 6 – AUG. 18 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	11/17/2015	3000	NYAG-STANFORD-00000037	3,434.05	OCTOBER 16 – NOVEMBER 11 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	12/9/2015	3008	NYAG-STANFORD-00000039	12,375.00	DECEMBER 11 - AIR TRANSPORTATION – DC/STATESVILLE,NC/DC
I.I. & I.S., Inc.	NRA - ILA	4/17/2016	3038	NYAG-STANFORD-00000158	11,139.41	FEB. 24 – MAR. 31 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	11/22/2016	3124	NYAG-STANFORD-00000159	6,352.42	AUG. 16 – OCT. 20 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	10/20/2016	3117	NYAG-STANFORD-00000160	8,125.00	OCTOBER 19 - AIR TRANSPORTATION – LOS ANGELES/LAS VEGAS/LOS ANGELES
I.I. & I.S., Inc.	NRA - ILA	7/15/2016	3087	NYAG-STANFORD-00000161	9,998.00	JULY 22 - AIR TRANSPORTATION – CLEVELAND/WASH
I.I. & I.S., Inc.	NRA - ILA	7/11/2016	3086	NYAG-STANFORD-00000162	9,890.00	JULY 22 - AIR TRANSPORTATION – CLEVELAND/WASH
I.I. & I.S., Inc.	NRA - ILA	6/21/2016	3076	NYAG-STANFORD-00000163	13,379.28	JUNE 10 - AIR TRANSPORTATION – DC/HARTFORD/DC
I.I. & I.S., Inc.	NRA - ILA	9/8/2017	3213	NYAG-STANFORD-00000294	14,718.01	JUNE 11 – AUGUST 4 – COX – A/D OCTOBER 5 – AIR TRANSPORTATION – MINNEAPOLIS/PIERRE
I.I. & I.S., Inc.	NRA - ILA	11/29/2017	3236	NYAG-STANFORD-00000296	12,704.88	DEC. 4 – AIR TRANSPORTATION – WASH/RALEIGH, NC/WASH OCT. 18 – CHICAGO – A/D, OCT. 22 – LOS ANGELES – A/D
I.I. & I.S., Inc.	NRA - ILA	10/20/2017	3229	NYAG-STANFORD-00000297	16,350.00	OCT. 24 – AIR TRANSPORTATION – WASH/WILMINGTON, NC/WASH SEPT. 29 – NEW YORK – ADD. TRANSFER CHARGE GREETER
I.I. & I.S., Inc.	NRA - ILA	6/22/2017	3181	NYAG-STANFORD-00000298	17,958.93	JAN. 22 – JUNE 3 – A/D
I.I. & I.S., Inc.	NRA - ILA	5/10/2017	3176	NYAG-STANFORD-00000299	31,002.08	ATLANTA – ANNUAL MEETING - APRIL 24 -MAY 2, 2017 – LAND TRANSPORTATION
I.I. & I.S., Inc.	NRA - ILA	10/9/2017	3226	NYAG-STANFORD-00000300	7,117.29	AUG. 27 – SEPT. 29 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	3/18/2017	3156	NYAG-STANFORD-00000304	24,600.00	MARCH 22 - AIR TRANSPORTATION – WASH/LITTLE/ROCK/NASHVILLE/WASH
I.I. & I.S., Inc.	NRA - ILA	11/2/2018	3345	NYAG-STANFORD-00000476	2,286.83	AUG. 21 – AUG. 22 – LEHMAN – A/D OCT. 01 – OCT. 15 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	7/17/2018	3306	NYAG-STANFORD-00000477	15,653.53	JUNE 07 – JUNE 25 – COX – A/D
I.I. & I.S., Inc.	NRA - ILA	5/11/2018	3291	NYAG-STANFORD-00000482	16,377.14	LAND TRANSPORTATION – MARCH 28-29, MAY 3-6 – DALLAS – A/D
I.I. & I.S., Inc.	NRA - ILA	10/2/2018	3337	NYAG-STANFORD-00000483	13,990.00	OCTOBER 3 – AIR TRANSPORTATION – WASH/LEXINGTON/WASH
I.I. & I.S., Inc.	NRA - ILA	2/21/2018	3267	NYAG-STANFORD-00000484	19,942.54	JAN. 22 – FEB. 04 – COX – A/D
					\$ 523,959.81	

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Table TRAVEL CONSULTANT.1: Total Stanford Compensation

Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.1: Total Stanford Compensation

Category	Amount	Reference
Monthly Fees	\$ 1,159,500	<i>TRAVEL CONSULTANT.2</i>
Retroactive Fees	132,000	<i>TRAVEL CONSULTANT.3</i>
Monthly Fees Billed thru Ackerman McQueen	180,000	<i>TRAVEL CONSULTANT.4</i>
Commissions at 11%	1,202,820	<i>TRAVEL CONSULTANT.6</i>
Total	\$ 2,674,320	
<i>Average Annual Compensation</i>	<i>\$ 534,864</i>	

NY OAG v. NRA Matter
Table TRAVEL CONSULTANT.2: Stanford Monthly Fee
Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.2: Stanford Monthly Fee

Period	Months	Monthly Fee	Amount
2015	12	\$ 15,000	\$ 180,000
2016	12	19,000	228,000
2017	12	19,000	228,000
2018	12	19,000	228,000
1/1/2019 - 3/31/2019	3	19,000	57,000
4/1/2019 - 12/31/2019	9	26,500	238,500
Total			\$ 1,159,500
<i>Average Annual Fee 2015-2019</i>			<i>\$ 231,900</i>

NY OAG v. NRA Matter
Table TRAVEL CONSULTANT.3: Stanford Retroactive Fee
Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.3: Stanford Retroactive Fee

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
1/2/2015	2899	“January – December, 2014 Fee for Logistics and Advance Scheduling”	\$ 24,000
1/12/2016	3019	“New Contract Make Up May 2015 Thru January 2016”	36,000
1/15/2016	3023	“January – December, 2015 Fee for Logistics and Advance Scheduling”	24,000
1/1/2017	3134	“January – December, 2016 Fee for Logistics and Advance Scheduling”	24,000
1/1/2018	3247	“January – December, 2017 Fee for Logistics and Advance Scheduling”	24,000
			\$ 132,000

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Table TRAVEL CONSULTANT.4: Stanford Ackerman McQueen Monthly Fee

Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.4: Stanford Ackerman McQueen Monthly Fee

Period	Months	Monthly Fee	Amount
2/1/2015 - 12/31/2015	11	\$ 4,000	\$ 44,000
2016	12	4,000	48,000
2017	12	4,000	48,000
1/1/2018 - 10/31/2018	10	4,000	40,000
Total			\$ 180,000

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Table TRAVEL CONSULTANT.5: Stanford Expense Reimbursement Fee

Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.5: Stanford Expense Reimbursement Fee

Invoice Date	Invoice Description	Computer and Comms.	Forsch and Travel Registry Expenses	Destination Expenses	Other Expenses	Invoice Total
2/17/2015	2014 Communications; "Dec 2014 Heston & Lanning Flowers"; "Feb Sci Expenses"	3,205	-	-	3,080	6,285
4/16/2015	Nashville Expenses	-	-	5,755	-	5,755
4/29/2015	Jan - Dec 2014 Frosch Classic Travel Reimburse Charges; "Jan - Dec 2014 Travel Registry Reimburse Charges"	-	6,285	-	-	6,285
1/13/2016	2015 Communications Expenses; "Computer Expenses"; Jan - Dec 2015 Frosch Classic Travel Reimburse Charges; "Dec 2015 Heston and Lanning Flowers"	7,953	1,170	-	304	9,427
5/27/2016	"May 18-23 Louisville Expenses"	-	-	5,458	-	5,458
1/17/2017	"2015 Computer and Communications Charges"; "Jan - Dec 2016 Frosch Classic Travel Reimburse Charges"; "Aug 31 Los Angeles Expenses"; "Dec 2016 Heston, Lanning, Bev Hills Flowers"	12,311	1,034	409	455	14,209
5/12/2017	"Atlanta Annual Meeting April - May 2017 Expenses"	-	-	4,595	-	4,595
1/5/2018	"Computer and Office Expenses January - December 2017"; "Frosch Travel Charges Reimbursement January - December 2017"	16,305	3,463	-	-	19,768
2/5/2018	"February Las Vegas Expenses"	-	-	4,081	-	4,081
5/9/2018	"May 2018 Dallas Expenses"	-	-	4,638	-	4,638
7/16/2018	"June-July Expenses"	-	-	-	12,988	12,988
Total		\$ 39,773	\$ 11,952	\$ 24,937	\$ 16,827	\$ 93,489

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Table TRAVEL CONSULTANT.6: Stanford Commission Fee

Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.6: Stanford Commission Fee

Description	Amount	Reference
Total NRA Payments to Stanford	\$ 12,998,577	<i>Exhibit TRAVEL CONSULTANT.1</i>
Identified ILA Payments to Stanford	\$ 523,960	<i>Exhibit TRAVEL CONSULTANT.4</i>
Subtotal	\$ 13,522,536	
Less:		
Total Monthly Fees	\$ 1,159,500	<i>TRAVEL CONSULTANT.2</i>
Total Retroactive Fees	132,000	<i>TRAVEL CONSULTANT.3</i>
Total Expenses	93,489	<i>TRAVEL CONSULTANT.5</i>
Total Fees and Expenses	\$ 1,384,989	
Total Stanford Travel Costs Invoiced to NRA	\$ 12,137,547	
Average Commission Rate	11%	<i>Exhibit TRAVEL CONSULTANT.3</i>
Estimated Total Travel Costs	\$ 10,934,727	
Estimated Total Stanford Commissions	\$ 1,202,820	
Total Fees and Expenses	\$ 1,384,989	
Estimated Total Commissions	1,202,820	
Total NRA Payments to Stanford	\$ 2,587,809	

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Table TRAVEL CONSULTANT.7: Stanford Invoices With Non-Descript Charges

Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.7: Stanford Invoices With Non-Descript Charges

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
3/24/2015	2922	Las Vegas Gratuities	\$ 1,200
4/23/2015	2933	Gratutities	17,600
5/25/2016	3061	Louisville, Kentucky May 16 – As Directed - All Cars	13,388
6/4/2016	3071	Louisville, Kentucky May 16-23, 2016 Additional Car Charges	30,250
6/15/2016	3073	Add. Charges Louisville	2,600
6/28/2016	3079	Nashville Charges, Dallas Charges	8,500
6/28/2016	3080	June 23-26 Air Transportation Add. Charges Alpine TX	10,777
8/23/2016	3094	Cleveland Gratuities, Bristol Expenses	3,300
12/23/2016	3131	New York Charges	3,100
2/7/2017	3151	Dallas, Houston, NY & Las Vegas Charges	4,100
5/11/2017	3175	Gratuities & Add. Expenses	19,100
3/2/2018	3310	May 2018 Dallas Expenses	45,000

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Table TRAVEL CONSULTANT.8: Stanford May 2016 Louisville Car Charges

Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.8: Stanford May 2016 Louisville Car Charges

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
5/25/2016	3061	May 16-23 Green, Red, Cherry, Pink, All Cars - As Directed	\$ 49,473
5/25/2016	3062	May 16-23 White, Gold, Maroon, Yellow, Ivory, Col North - As Directed	49,066
5/25/2016	3063	May 16-22 Blue, Brown, Violet, Grape - As Directed	49,304
5/25/2016	3064	May 16-22 Orange, Aqua, Beige - As Directed	43,802
5/25/2016	3065	May 17-22 Silver, Teal, Rose, Byrd - As Directed	25,067
Subtotal			\$ 216,712
6/4/2016	3071	May 16-23 Additional Car Charges	\$ 30,250
Total			\$ 246,962

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Table TRAVEL CONSULTANT.9: Stanford March 2018 Dallas Expenses

Expert Report of Eric Hines, CPA, CFF, CHC

Table TRAVEL CONSULTANT.9: Stanford March 2018 Dallas Expenses

Invoice Date	Invoice Number	Invoice Description	Invoice Amount
3/2/2018	3310	May 2018 Dallas Expenses	\$ 45,000
3/2/2018	3311	May 2018 Dallas Expenses	46,000
3/2/2018	3312	May 2018 Dallas Expenses	47,000
3/2/2018	3313	May 2018 Dallas Expenses	33,426
Total			\$ 171,426

NY OAG v. NRA Matter
Table RPT WITH BOD.1 - Payments to Mr. Butz
Expert Report of Eric Hines, CPA, CFF, CHC

Table RPT WITH BOD.1 - Payments to Mr. Butz

[A]

Year	Payments
2013	\$ 81,301
2014	160,191
2015	160,796
2016	159,811
2017	158,276
2018	103,584
2019	73,132
2020	341
Total	\$ 897,432

Sources and Notes:

[A] - NRA ACH Payments, 2013-2020 (Tab 6 - Wells Fargo x8228 ACH.xlsx)

NY OAG v. NRA Matter
Table RPT WITH BOD.2 – Payments to Mr. Olson
Expert Report of Eric Hines, CPA, CFF, CHC

Table RPT WITH BOD.2 – Payments to Mr. Olson

[A]

Year	Payments
2015	\$ 166,042
2016	121,324
2017	203,058
2018	106,732
2019	48,023
Total	\$ 645,180

Sources and Notes:

[A] - NRA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01537374-01537380).

NY OAG v. NRA Matter
Table RPT WITH BOD.3 – Payments to Mr. Keene
Expert Report of Eric Hines, CPA, CFF, CHC

Table RPT WITH BOD.3 – Payments to Mr. Keene

[A]

Year	Payments
2015	\$ 1,299
2016	6,498
2017	33,423
2018	42,493
2019	57,592
2020	12,000
Total	\$ 153,305

Sources and Notes:

[A] - NRA ACH Payments, 2013-2020 (Tab 6 - Wells Fargo x8228 ACH.xlsx)

NY OAG v. NRA Matter
Table RPT WITH BOD.4 – Payments to Ms. Froman
Expert Report of Eric Hines, CPA, CFF, CHC

RPT WITH BOD.4 – Payments to Ms. Froman

[A]

Year	Payments
2013	\$ 29,316
2014	45,180
2015	44,127
2016	45,180
2017	39,680
2018	13,060
Total	\$ 216,545

Sources and Notes:

[B] - NRA ACH Payments, 2013-2020 (Tab 6 - Wells Fargo x8228 ACH.xlsx)

NY OAG v. NRA Matter
Table RPT WITH BOD.5 – NRA-ILA Payments to Ms. Hammer
Expert Report of Eric Hines, CPA, CFF, CHC

RPT WITH BOD.5 – NRA-ILA Payments to Ms. Hammer

[A]

Year	Payments through NRA-ILA
2004	\$ 50,000
2005	50,000
2006	50,000
2007	50,000
2008	50,000
2009	50,000
2010	50,000
2011	50,000
2012	50,000
2013	50,000
2014	50,000
2015	50,000
2016	50,000
2017	50,000
2018	50,000
2019	37,500
2020	50,000
2021	50,000
Total	\$ 887,500

Sources and Notes:

[A] - For the year 2004 through 2018, NRA ILA Form 1099, 2002-2018 (NRA-NYAGCOMMDIV-00547149, NRA-NYAGCOMMDIV-00855109-00855112, NRA-NYAGCOMMDIV-00855114-00855125); for the years 2019 through 2021, NRA ILA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01538467-01538489).

NY OAG v. NRA Matter
Table RPT WITH BOD.6 - NRA Payments to Ms. Hammer
Expert Report of Eric Hines, CPA, CFF, CHC

RPT WITH BOD.6 - NRA Payments to Ms. Hammer

[A]

Year	Payments
2015	\$ 122,000
2016	206,000
2017	134,000
2018	220,000
2019	220,000
2020	209,000
2021	220,000
Total	\$ 1,331,000

Sources and Notes:

[A] - NRA General Ledger Detail, 2015-2021 (NRA-NYAGCOMMDIV-01537374-01537380).

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Table UWS.1 - Payment by Category

Expert Report of Eric Hines, CPA, CFF, CHC

Table UWS.1 - Payment by Category

Year	Payments	Payment Category
2015	\$ 585,000	Supplemental Income
2015	850,000	Advertising or Sponsorship Fees
2015	800,000	Advertising or Sponsorship Fees
2016	585,000	Supplemental Income
2016	900,000	Sponsorship Fees
2016	950,000	Advertising Fees
2017	585,000	Supplemental Income
2017	950,000	Sponsorship Fees
2017	1,000,000	Advertising Fees
2017	100,000	Unknown
2018	585,000	Supplemental Income
2018	975,000	Sponsorship Fees
2018	1,100,000	Advertising Fees
2018	210,000	Rovos Rail Bird Shoot
2019	1,000,000	Sponsorship Fees
2019	1,200,000	Advertising Fees
Total	\$ 12,375,000	

Sources and Notes:

NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

Under Wild Skies Advertising Agreement, May 21, 2015, (NRA-NYAGCOMMDIV-00259039).

Under Wild Skies Sponsorship Agreement, May 21, 2015, (NRA-NYAGGCOMMDIV-00259039).

Under Wild Skies Advertising Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186814).

Under Wild Skies Sponsorship Agreement, January 24, 2018 (NRA-NYAGGCOMMDIV-00186812).

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Table UWS.2 - Supported vs. Unsupported Payments by Category

Expert Report of Eric Hines, CPA, CFF, CHC

Table UWS.2 - Supported vs. Unsupported Payments by Category

Payments Supported by Agreements		
\$	4,250,000	Advertising Fees
	3,825,000	Sponsorship Fees
\$	8,075,000	Total Supported Payments
Payments Unsupported by Agreements		
\$	2,340,000	Supplemental Income
	1,650,000	Advertising or Sponsorship Fees
	210,000	Rovos Rail Bird Shoot
	100,000	Unknown
\$	4,300,000	Total Unsupported Payments
\$	12,375,000	Total Payments to UWS

Sources and Notes:

NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

Under Wild Skies Advertising Agreement, May 21, 2015, (NRA-NYAGCOMMDIV-00259039).

Under Wild Skies Sponsorship Agreement, May 21, 2015, (NRA-NYAGCOMMDIV-00259039).

Under Wild Skies Advertising Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186814).

Under Wild Skies Sponsorship Agreement, January 24, 2018 (NRA-NYAGCOMMDIV-00186812).

NY OAG v. NRA Matter
Table UWS.3 - Supplemental Income Payments
Expert Report of Eric Hines, CPA, CFF, CHC

Table UWS.3 - Supplemental Income Payments

Year	# of Payments	Amount
2015	6	\$ 585,000
2016	6	585,000
2017	6	585,000
2018	6	585,000
Total	24	\$ 2,340,000

Sources and Notes:

NRA General Ledgers, 2015-2021 (NRA-NYAGCOMMDIV-01537374 - 01537380).

NY OAG v. NRA Matter
Table UWS.4 - Supplemental Income Invoices Reviewed
Expert Report of Eric Hines, CPA, CFF, CHC

Table UWS.4 - Supplemental Income Invoices Reviewed

Invoice Date	Invoice Number	Description	Issue Check By	Amount
12/7/2017	0118	Supplemental Invoice February 1, 2018	2/1/2018	\$ 97,500
12/7/2017	0218	Supplemental Invoice, April 1, 2018	3/29/2018	\$ 97,500
12/7/2017	0318	Supplemental Invoice June 1, 2018	5/31/2018	\$ 97,500
12/7/2017	0418	Supplemental Invoice August 1, 2018	7/31/2018	\$ 97,500
12/7/2017	0518	Supplemental Invoice October 1, 2018	9/27/2018	\$ 97,500
12/7/2017	0618	Supplemental Invoice December 1, 2018	11/29/2018	\$ 97,500

Sources and Notes:

Deposition Testimony of Wilson Phillips, August 10, 2021, Exhibit 19 (NRA-NYAG-00022703).