

**In The Matter Of:**  
*People of the State of New York v.*  
*The National Rifle Association of America, et al*

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*January 26, 2024*

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1 SUPREME COURT OF THE STATE OF NEW YORK  
2 COUNTY OF NEW YORK - CIVIL TERM - PART 3

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

5  
6 Plaintiff,

7  
8 -against-

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

12  
13 Defendants.

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14 Index No. 451625/20 60 Centre Street  
15 TRIAL New York, N.Y.  
16 January 26, 2024

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18 B E F O R E:

19 HONORABLE JOEL M. COHEN,  
20 Justice; and a jury

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22 A P P E A R A N C E S:

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1 (Appearances continued:)

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LORI SACCO  
Official Court Reporters

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1 THE COURT: Good morning, everyone.

2 Well, I see that the result of me giving you a day  
3 off is more letters, so I have to -- more and longer  
4 letters -- so I have to remember that. But, on the  
5 substance, I did receive the letters from the medical  
6 professionals and, you know, obviously, we're starting today  
7 in the morning and we'll see how the -- how things go.

8 MR. CORRELL: Appreciate the accommodation, your  
9 Honor.

10 THE COURT: And, you know, hopefully, we can, you  
11 know, with a break for lunch, you know, test out and try to  
12 move it into the afternoon as best we can.

13 I haven't really talked to the plaintiffs about the  
14 logistics of completing their case and turning it over to  
15 the defendants; you know, whether they're going to be able  
16 to, you know, hypothetically, if we have to fill the  
17 afternoon with other evidence -- I mean, I don't want to  
18 spend a lot of time talking about this now, until we know a  
19 little bit more about how this is going to play out, but at  
20 the moment, I don't know how many other witnesses you have  
21 after Mr. LaPierre.

22 MS. CONNELL: Thank you, your Honor.

23 Yeah. We spoke to Mr. LaPierre's counsel  
24 (indicating) in terms of today and we're hopeful that if he  
25 can make it to the afternoon break, we can play the

1 deposition trans -- the deposition testimony of Craig Spray,  
2 which is about, I think, an hour and 20 minutes, an hour and  
3 a half. We have one issue to resolve with that, and I have  
4 an e-mail to submit to your Honor. That was that one  
5 hearsay issue that you wanted to talk about. I think it  
6 will be very quick.

7 After that, we hope to move to Mr. Frazer and then  
8 we have some short -- relatively short -- deposition  
9 testimony and some live testimony to get in, and then we go  
10 to our expert, Eric Hines.

11 We hope to wrap up on Tuesday, your Honor.

12 THE COURT: Okay. And do you have a current feel  
13 for the relative time between the parties, or you're not  
14 ready for that report yet?

15 MS. CONNELL: I do.

16 I think, your Honor -- I just -- let me  
17 double-check; I don't want to give you the wrong numbers.

18 Actually, I think, yesterday, the defendants had  
19 circulated a time count that we pretty much agreed with,  
20 although I'm not seeing it.

21 MS. ROGERS: I circulated it.

22 THE COURT: That's a newsworthy item, in and of  
23 itself.

24 MS. ROGERS: Yes.

25 So let's see... All right. So, according to our

1 clock, the AG, as of yesterday -- or as of the day we  
2 concluded -- was 27 hours and change, and the defense total  
3 is 17 hours and change.

4 THE COURT: Okay.

5 MS. CONNELL: Your Honor, there is one slight issue  
6 regarding the testimony today, if you have a moment.

7 THE COURT: I'm just trying to figure out why  
8 it's -- what the average per day is.

9 Anyway ...

10 Okay, what's that?

11 MS. CONNELL: Mr. LaPierre --

12 As we had discussed, the plaintiff gave notice to  
13 Mr. LaPierre, a few days ago, of what exhibits we intend to  
14 use with him. You have the first binder (indicating) of  
15 those in front of you. Yes.

16 THE COURT: That's the first binder?

17 MS. CONNELL: The first binder.

18 THE COURT: Okay.

19 MS. CONNELL: But we also let him know the first  
20 set of exhibits we intended to go through with him. Those  
21 include some invoices from a vendor for whom we have a  
22 business record certification. We received objections  
23 this -- I think -- this morning or late last night. This is  
24 something we previous -- your Honor previously spoke to. We  
25 think it's not really an issue but we wanted to raise it,

1 rather than deal with it in front of the jury.

2 THE COURT: Well, look, the principles that were --  
3 You're talking about Ms. Rogers' letters from last  
4 night?

5 (Ms. Connell nodded.)

6 THE COURT: The legal principle is correct, right?  
7 A compilation --

8 Well, is this a compilation exhibit or these are  
9 individual invoices?

10 MS. CONNELL: No, your Honor. We're going to be  
11 talking about individual invoices for which there's a  
12 business record certification.

13 THE COURT: Okay. Well, a lot of the letter was  
14 about a compilation, so that's not this issue.

15 But the point she makes is, the individual  
16 documents that are in the compilation have to be admissible.  
17 And so, is the main issue that the vendor who gave the  
18 certification was certifying to records that were in the  
19 possession of their client as opposed to certifying to  
20 records from their own files? Is that the issue?

21 MS. CONNELL: So, your Honor, I think the issue is  
22 that CAA, which is the private-jet source that Ms. Stanford  
23 used solely to provide private-jet service for Mr. LaPierre  
24 and others at the NRA, would give invoices to her and she  
25 maintained those invoices. Rather than Mr. --

1 I forget his name.

2 (Pause.)

3 MS. CONNELL: Darwish.

4 Rather than Mr. Darwish having to go through his  
5 paper records which he maintained in a paper format, he  
6 reviewed all of the invoice -- invoices -- he had provided  
7 to Ms. Stanford. These are invoices the NRA also had; these  
8 are invoices Ms. Stanford had; and he looked at them and  
9 said, "Yes, those are in fact true and accurate copies of  
10 invoices I produced to Ms. Stanford as part of my ordinary  
11 course of business." He was an appropriate certifier. He  
12 confirmed the records.

13 THE COURT: Right.

14 Now, I think that would -- you know, my view is  
15 that there's nothing, in principle, wrong with that. If  
16 somebody were testifying, "This is the entirety of our  
17 invoices," I don't think that person could look at -- unless  
18 they -- unless there was a record showing that they had  
19 compared back and forth to say, "This is everything." But  
20 as to individual documents, I don't think there's any  
21 prohibition on someone being able to review the documents  
22 that you have and say, "Yes, those were prepared in the  
23 ordinary course, it's in the ordinary course of our business  
24 to do it," and all the normal things. But I've had  
25 situations, for example, where a bank would say, "Well, I

1 can't testify that you have a complete record based on what  
2 you have in front of you; I'd have to get those out of my  
3 file."

4 So, if what you're doing today is going to use  
5 records that both vendors, I guess, certified are business  
6 records but -- you know, including the originating vendor,  
7 my lean is that that's sufficient.

8 MS. ROGERS: So, your Honor, just to clarify:

9 There are a couple of layers of issues with these  
10 invoices. So, all of the invoices, including the ones  
11 certified by the air vendor CAA and the ones certified by  
12 the travel agent, Gayle Stanford, all come from the files of  
13 Gayle Stanford.

14 THE COURT: I understand that.

15 MS. ROGERS: And the manner in which they were  
16 maintained by Gayle Stanford, sort of -- like, I don't think  
17 she retained them in a systematic, deliberate way; they were  
18 just "in the cloud somewhere," is what she says in her  
19 deposition -- makes them unreliable because, as we itemized  
20 in our letter, there are instances where a flight is  
21 cancelled and rebooked and there are duplicative invoices,  
22 and that complicates the summary.

23 And it also means that it's difficult for a witness  
24 to look at one invoice, out of context, without comparing it  
25 to a calendar or other records and --

1 THE COURT: Well, that's -- that's a different  
2 question than whether they are business records. That's  
3 what they mean.

4 MS. ROGERS: Well --

5 THE COURT: And they --

6 I get your point, and you can, you know, make  
7 whatever arguments you want out of that. But it doesn't  
8 mean -- even if various business records were for a flight  
9 that was ultimately cancelled and rebooked, that doesn't  
10 make the invoice not a business record.

11 MS. ROGERS: Right.

12 I mean, I guess I could quibble with if it was  
13 relied on in the ordinary course of business. No one relies  
14 on a cancelled invoice.

15 THE COURT: Well, you might.

16 The point is not so much the -- the business record  
17 is just to say that there's -- there's something about the  
18 manner in which it was prepared and how it fits into the  
19 person's business, that it is what it purports to be. So  
20 that you're -- you're at least over that initial threshold  
21 of: Is this some concocted, after-the-fact, made-up thing?  
22 No.

23 Your point is, it may not be an invoice for an  
24 actual flight. That's a substantive question about what the  
25 invoice means, and both of you can try to make -- you

1 know -- introduce separate proof of that. This is really  
2 just to get over the hurdle of: Is this a genuine document?  
3 Was it prepared in the ordinary course? And so, that  
4 threshold level of admissibility, I think, is --

5 MS. ROGERS: Okay. We understand, your Honor.

6 I think we had separate objections on attempting to  
7 summarize and total them up, because some of them are not  
8 real. But we understand that's not --

9 THE COURT: That's a slightly different issue,  
10 and -- I mean, you make some interesting arguments there  
11 about, if the totaling up has got double-counting in it,  
12 which is, I think, what I gleaned --

13 MS. ROGERS: That's right, your Honor.

14 THE COURT: -- from your suggestion, I'll certainly  
15 want to at least understand what your argument is on that  
16 and -- whether it goes to the weight or admissibility of the  
17 compilation is the question.

18 All right. So these exhibits are fine, or as  
19 individual invoices, subject to you all fighting about what  
20 they actually mean.

21 MS. CONNELL: Thank you, your Honor. I just didn't  
22 want to have that discussion in front of the jury.

23 THE COURT: Agreed. Thank you.

24 All right. The jury is ready, so shall we get  
25 started?

1 MS. CONNELL: Yes, your Honor.

2 The People call Wayne LaPierre.

3 THE COURT: Okay. Yeah, we can wait till the --  
4 You may have to say that all over again once the  
5 jury is here.

6 MS. CONNELL: Maybe we can have the court officer  
7 shout it. He does a good job. I like that; that energy.

8 THE COURT: He's commanding.

9 (Laughter.)

10 (Pause.)

11 COURT OFFICER: Is the Court ready to receive the  
12 jury, your Honor?

13 (The Court nodded.)

14 COURT OFFICER: All rise. Jury entering.

15 (The jury entered the courtroom.)

16 THE COURT: Good morning, everyone. Have a seat.  
17 Welcome back.

18 All right, Ms. Connell, are you ready to call your  
19 next witness?

20 MS. CONNELL: Yes, your Honor.

21 The People call Wayne LaPierre.

22 THE COURT: Okay. Mr. LaPierre ...?

23 (The prospective witness assumed the witness  
24 stand.)

25 THE COURT: Good morning.

1 MR. LaPIERRE: Good morning.

2 W A Y N E L a P I E R R E, called as a witness by the  
3 plaintiff, having been first duly sworn/affirmed, was examined  
4 and testified as follows:

5 THE CLERK: State your name.

6 THE WITNESS: Wayne LaPierre.

7 THE CLERK: And spell your last name for the  
8 record.

9 THE WITNESS: L-a-P-i-e-r-r-e.

10 THE CLERK: Thank you.

11 You may be seated.

12 THE WITNESS: Thank you.

13 (Witness seated.)

14 THE COURT: Okay. If you can just try to keep  
15 close to the microphone, that would be great. Thank you.

16 THE WITNESS: Okay.

17 THE COURT: All right, counsel, you may proceed.

18 DIRECT EXAMINATION

19 BY MR. CONLEY:

20 Q Good morning, Mr. LaPierre.

21 A Good morning.

22 Q My name is Jonathan Conley. I'm an Assistant Attorney  
23 General with the New York State Attorney General's Office. I  
24 represent the People of the State of New York. How are you  
25 today?

1 A I'm fine, thank you.

2 Q As the executive vice president of the NRA, you have  
3 significant discretion to hire and fire employees within the  
4 NRA; correct?

5 A Yes.

6 Q And you have significant authority and discretion in  
7 contracting with vendors; correct?

8 A Yes.

9 Q As the executive vice president, you have a  
10 responsibility to manage the funds of the NRA prudently; right?

11 A Yes.

12 Q You understand that you're not allowed to use your  
13 position to unlawfully enrich yourself?

14 A Yes.

15 Q And you have a responsibility to avoid conflicts of  
16 interest.

17 A Yes.

18 Q And to report them if they exist?

19 A Yes.

20 Q And you understand that you're not supposed to  
21 self-deal in matters involving the NRA; correct?

22 A Yes.

23 Q And you agree that you have a responsibility to follow  
24 the internal policies of the NRA?

25 A Yes.

1 Q And you must act in the best interests of the NRA's  
2 members and its mission.

3 A Yes.

4 Q And you agree that it's important to impose high  
5 ethical standards on the people who work for you at the NRA;  
6 correct?

7 A Yes.

8 Q Since at least 2012, the NRA has paid for you to fly by  
9 private charter; correct?

10 A Yes.

11 Q You've previously testified that the NRA requires you  
12 to fly by private charter at all times, for security reasons; is  
13 that right?

14 A Yes.

15 Q And you claim that this is the NRA's policy because the  
16 NRA's former Director of Security, Jim Staples, told you that;  
17 is that correct?

18 A Yes.

19 Q Mr. Staples recently retired; yes?

20 A Yes.

21 Q And you hired Mr. Staples as the NRA's Director of  
22 Security in 2015; correct?

23 A Yes.

24 Q But you had flown by private charter for several years  
25 prior to that; is that accurate?

1 A Yes.

2 Q There is no written board policy mandating that you fly  
3 by private charter; correct?

4 A No.

5 Q The board has not passed a resolution requiring you to  
6 travel by --

7 THE COURT: Hang on, counsel.

8 Sometimes, when the question has a negative in  
9 it --

10 MR. CONLEY: Understood.

11 THE COURT: -- and the answer is "no," it's not  
12 entirely clear whether the answer is "no" to the question or  
13 "no" to the last section which says, "is it correct?" So  
14 you might want to be careful about that.

15 MR. CONLEY: Thank you, your Honor.

16 THE COURT: I for one don't know.

17 MR. CONLEY: I'll do that again.

18 Q Mr. LaPierre, isn't it true that there is no written  
19 board policy mandating that you fly by private charter?

20 A There is now.

21 Q And when was that put into place?

22 A I believe it was drafted in 2019; it was adopted in  
23 2020 by the board, officially.

24 Q Prior to 2020, there was no written board policy  
25 mandating that you fly by private charter; is that right?

1 A Yes.

2 Q And prior to 2020, the board did not pass a resolution  
3 requiring that you travel by private charter for security  
4 reasons; correct?

5 A Yes.

6 Q You're familiar with Gayle Stanford; correct?

7 A Yes.

8 Q She's a travel consultant?

9 A Yes.

10 Q She made your travel arrangements for about 30 years,  
11 right?

12 A Yes.

13 Q And for approximately 30 years, you booked your travel  
14 exclusively through her?

15 A Yes.

16 Q Ms. Stanford was never the official travel agent for  
17 the NRA, right?

18 A She -- well, she worked for the NRA as -- as a travel  
19 agent.

20 Q Right. But the NRA has an official travel agency for  
21 NRA employees, right?

22 A Yes.

23 Q And Ms. Stanford isn't that travel agency, right?

24 A Yes.

25 Q And when you made travel arrangements with

1 Ms. Stanford, you would call her directly; right?

2 A Yes.

3 Q And you didn't communicate with her in writing.

4 A No.

5 Q And when you called her, you would provide her  
6 information about when and where you were going; right?

7 A Yes.

8 Q And Ms. Stanford would book your private flights?

9 A Yes.

10 Q And your lodging?

11 A Yes.

12 Q And your black-car services?

13 A Yes, sir.

14 Q And it would be fair to say that given your travel  
15 schedule, you would speak with Ms. Stanford frequently; correct?

16 A Correct.

17 Q Fair to say, multiple times a month, on average?

18 A Yes.

19 Q And depending on what was going on, it could be  
20 multiple times a week; right?

21 A Yes.

22 Q When you booked private flights with Ms. Stanford, you  
23 never discussed the cost of the flights with her; correct?

24 A No.

25 Q I just want to make sure I understand that answer. Yes

1 or no: When you booked private flights with Ms. Stanford, did  
2 you ever discuss the cost of the flights with her?

3 A Occasionally.

4 Q Occasionally.

5 Do you recall being deposed in this action?

6 A Yes.

7 (Continued on next page.)

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1 Q And you took an oath to tell the truth in that  
2 deposition, correct?

3 A Yes.

4 Q And you tried to tell the truth?

5 A Yes, I did.

6 MR. CONLEY: Jesse, could you pull up the  
7 deposition, page 390, lines five to eight.

8 Q When you would book private flights with Ms. Stanford,  
9 you didn't know how much the flights cost, right?

10 A No.

11 Q You didn't ask Ms. Stanford how much the flights cost,  
12 right?

13 A No.

14 Q And she -- she didn't tell you what the flights cost,  
15 right?

16 A No.

17 THE COURT: Counsel, again you're -- you have a  
18 negative in the question and a positive in the question, and  
19 you're getting a no and I don't --

20 MR. CONLEY: Okay.

21 THE COURT: -- I, for one, don't know whether he is  
22 saying no to the question or to the proposition.

23 MR. CONLEY: Let me rephrase.

24 Q Mr. LaPierre, when you would arrange private flights  
25 with Ms. Stanford, did you know how much the flights cost?

1 A No. No.

2 Q And when you would arrange flights with Ms. Stanford,  
3 did you ever ask Ms. Stanford how much the flights cost?

4 A No.

5 Q And when you would book these private flights, would  
6 Ms. Stanford ever tell you how much the flights cost?

7 A No.

8 Q And for the travel arrangements that Ms. Stanford  
9 provided, she billed the NRA for the cost of the travel?

10 A Yes.

11 Q And this travel wasn't cheap, right?

12 A No.

13 Q We're talking about millions of dollars a year,  
14 correct?

15 MR. CORRELL: Objection, your Honor. Assumes facts  
16 not in evidence.

17 THE COURT: It's asking about facts. Overruled.

18 A I -- I don't know the total figures. I didn't -- I  
19 don't know.

20 Q And to be clear, you are the head of a charity, right?

21 MR. CORRELL: Objection, your Honor. Calls for a  
22 legal conclusion.

23 THE COURT: Overruled.

24 A I'm the head of a 501(c)(4) organization.

25 Q Okay. And as the person who oversees a large 501(c)(4)

1 nonprofit, you never asked how much the private flights cost  
2 that you were arranging?

3 A I didn't. I was doing my job.

4 Q When you arranged your travel with Ms. Stanford, you  
5 would sometime discuss how to invoice your travel, correct?

6 A Pardon me? Could you say that again, counselor?

7 Q When you would arrange your travel with Ms. Stanford,  
8 you would sometimes discuss how to invoice your travel, correct?

9 A No.

10 Q Do you recall, Mr. LaPierre, testifying in the NRA  
11 bankruptcy proceeding?

12 A Yes.

13 MR. CORRELL: Objection, your Honor. We have an  
14 objection to -- that we've discussed before about the  
15 bankruptcy proceeding. He was not represented by counsel.  
16 Was not given the opportunity to object or cross examine.

17 THE COURT: That might apply to other witnesses but  
18 not to himself. So, overruled.

19 MR. CORRELL: Exception, your Honor.

20 Q And you testified you took an oath to tell the truth,  
21 right?

22 A Yes.

23 Q And you try to tell the truth?

24 A Yes, I do.

25 MR. CONLEY: Jesse, could you please pull up the

1 direct of Mr. LaPierre for April 8th, 2021, page 20, lines  
2 11 to 13.

3 Q Mr. LaPierre on the screen do you see a transcript?

4 A Yes.

5 Q I direct you to the question, "Okay. Did you speak  
6 with Gayle about how to invoice your travel?" Do you see that  
7 travel?

8 A I do.

9 Q And you -- and the answer, "Occasionally". Do you see  
10 that?

11 A I do.

12 Q Okay. Ms. Stanford received a monthly fee for her  
13 travel services, right?

14 A Yes. I believe so.

15 Q Why did Ms. Stanford break up that fee into separate  
16 monthly invoices that went to NRA, NRA ILA and Ackerman McQueen?

17 A I have no idea.

18 Q But you know that that was done, right?

19 A I did not know that they went to Ackerman McQueen. I  
20 assume ILA hired her for something.

21 Q And are you aware that for several years the NRA paid  
22 Ms. Stanford more than half a million dollars annually for her  
23 services?

24 A I was not aware of the total cost.

25 Q How much did you think the NRA was paying Ms. Stanford?

1 A I wasn't sure to tell you the truth.

2 Q You're familiar with Colleen Sterner, correct?

3 A Yes.

4 Q She's your niece?

5 A Yes. She's my wife's sister's daughter.

6 Q And you consider Ms. Sterner to be family, correct?

7 A Yes, I do.

8 Q And she's an NRA employee?

9 A Yes. That's correct.

10 Q She's been an NRA employee since 2016?

11 A Yes. I believe that's right.

12 Q Your wife Susan recommended that the NRA hire her,  
13 correct?

14 A Yes.

15 Q And you supported that, right?

16 A Yes, I did.

17 Q Ms. Sterner lives in Nebraska, correct?

18 A Yes.

19 Q NRA headquarters are in Virginia, right?

20 A Yes.

21 Q Ms. Sterner is married, correct?

22 A Yes.

23 Q Her husband is Terry Sterner?

24 A Yes.

25 Q And they have a daughter, right?

1 A Yes.

2 Q And when you would fly by private charter, you would  
3 often stop in Nebraska to pick Ms. Sterner up or drop her off,  
4 correct?

5 A Sometimes.

6 Q And sometimes Ms. Sterner's husband and daughter would  
7 join as well, right?

8 A Occasionally.

9 Q And NRA paid for those private flights, right?

10 A Yes.

11 Q You've been to the Bahamas several times, right?

12 A Yes.

13 Q You and your wife would frequently vacation there in  
14 the summers?

15 A Yes.

16 Q And when you would go to the Bahamas, you would take  
17 private flights to get there, correct?

18 A Yes.

19 Q And the NRA paid for those flights, right?

20 A Yes.

21 Q I would like to introduce documents that are tabbed  
22 one, two and three in your giant binder to your left there.

23 A Yes.

24 MR. CONLEY: And these are Plaintiff's Exhibits  
25 4602, 4603 and 4605. These are not in evidence, and I would

1 move for their admission.

2 THE COURT: Are these the documents we talked about  
3 earlier?

4 MR. CONLEY: Yes.

5 THE COURT: Invoices. Okay. Are there any  
6 objections other than the ones --

7 MS. ROGERS: Preserving the one we made earlier,  
8 no.

9 THE COURT: They are admitted, PX 4602, PX 4603 and  
10 PX 4605, yes.

11 MR. CONLEY: Yes.

12 MR. CORRELL: Your Honor, Mr. LaPierre preserves  
13 the same objection.

14 THE COURT: Okay.

15 Q Mr. LaPierre, I would like to go through these invoices  
16 one by one. If we could start with invoice or invoice in tab  
17 one, Plaintiff's Exhibit 4602. Do you have that in front of  
18 you, Mr. LaPierre?

19 A (Examining). Yes, I do.

20 Q Great. And is this invoice an instance of a private  
21 flight you would take where you would stop in Nebraska to pick  
22 up Ms. Sterner?

23 A Yes.

24 Q All right. The destination Grand Island, Nebraska,  
25 that's one of the private airports where you would stop to pick

1 up or drop off Ms. Sterner and her family?

2 A Yes.

3 Q Okay. And if we could turn to tab three, Plaintiff's  
4 Exhibit 4603. This is another leg of the flight, is that right?  
5 It's dated August 25th, 2017 from Grand Island, Nebraska to  
6 Nassau, Bahamas?

7 A (Examining). Yes.

8 Q And the -- if we go to tab three, dated September 4,  
9 2017, do you have that in front of you?

10 A Yes, I do.

11 Q Okay. And this is an example of a return flight from  
12 the Bahamas to D.C., is that right?

13 A Yes.

14 Q All right. Are you aware that Ms. Stanford would often  
15 omit information about stops in Nebraska and the Bahamas from  
16 her invoices?

17 A No.

18 Q Did you instruct her to do that?

19 A No, I did not.

20 Q You directed Ms. Stanford to book and bill the NRA for  
21 private flights where you were not even a passenger, is that  
22 right?

23 A Yes.

24 MR. CONLEY: I would like to introduce the exhibit,  
25 tab four, it's Plaintiff's Exhibit 4753. This is not in

1 evidence. I move for its admission.

2 THE COURT: This is subject to the same objections.

3 MR. CORRELL: Yes, your Honor.

4 MS. ROGERS: Same your Honor.

5 THE COURT: No others, right?

6 MS. ROGERS: Correct.

7 THE COURT: It's admitted PX 4753.

8 Q All right. Mr. LaPierre, this reflects a flight that  
9 you approved for your family, is that right?

10 A Yes.

11 Q CNS Stern, that refers to your niece Colleen Sterner  
12 and Ms. Sterner's daughter, right?

13 A Yes.

14 Q And this flight cost \$11,435, is that right?

15 A Yes.

16 Q And Colleen Sterner was an NRA employee at the time of  
17 this flight, right?

18 A Yes.

19 Q And isn't it true that NRA policy says that employees  
20 must take the most commercially reasonable transportation?

21 A Yes.

22 Q And employees must fly coach unless there is a special  
23 circumstance dictating otherwise?

24 A Yes.

25 MR. CONLEY: I would like to introduce the exhibit

1 at tab 20, which is Plaintiff's Exhibit 4775. I would move  
2 for its admission.

3 MS. ROGERS: Same objection. No others.

4 MR. CORRELL: Your Honor, we had an agreement at  
5 the beginning of the case that one objection is objection  
6 for all. So rather than cluttering the record with my  
7 objections, I'll invoke that rule.

8 THE COURT: That's fine. The Three Musketeers rule  
9 I got. PX 4775 is admitted.

10 Q Mr. LaPierre, this invoice reflects another private  
11 flight that you authorized for your niece and her daughter,  
12 correct?

13 A (Examining). Yes. Yes.

14 Q Okay. And this is a flight from Dallas, Texas to  
15 Orlando, Florida on July 1st, 2017, is that right?

16 A Yes.

17 Q You authorized this trip after Ms. Sterner tried to  
18 take a commercial flight and it was delayed, correct?

19 A Yes.

20 Q And this flight was nearly \$27,000, correct?

21 A Yes.

22 Q I would like to introduce the exhibit at tab 22, which  
23 is Plaintiff's Exhibit 4473.

24 MR. CONLEY: This is not in evidence. I move for  
25 its admission.

1 THE COURT: Same objection.

2 MS. ROGERS: Same, your Honor. No others.

3 THE COURT: Okay. It's admitted, PX 4473.

4 Q Mr. LaPierre, this invoice reflects a flight that you  
5 approved for your niece's husband Terry Sterner, correct?

6 A Yes.

7 Q It's a flight from Las Vegas to North Platte, Nebraska,  
8 is that right?

9 A Yes.

10 Q You authorized this flight so that Ms. Sterner --  
11 Mr. Sterner could help babysit their daughter while Ms. Sterner  
12 was working at a convention, correct?

13 A Yes. I also want to wanted him to be familiar with the  
14 job his wife did.

15 Q All right. And this flight was over \$15,000, correct?

16 A Yes.

17 Q And after this convention to Las Vegas, Ms. Sterner  
18 flew back privately on a separate flight, isn't that right?

19 A I -- I'm not sure.

20 Q Okay.

21 MR. CONLEY: I would like to introduce tab 23,  
22 which is Plaintiff's Exhibit 4763.

23 MS. ROGERS: Same objection. No others.

24 THE COURT: It's admitted.

25 MR. FLEMING: I think it's 4764, at least in mine.

1 MR. CONLEY: Yes. Thank you.

2 THE COURT: PX 4764 is admitted.

3 Q Do you have that in front of you, Mr. LaPierre?

4 A Yes, I do.

5 Q This is an invoice for a private flight that you  
6 approved for your wife Susan LaPierre, right?

7 A Yes.

8 Q Ms. LaPierre was flying to Nebraska to meet with your  
9 niece, Ms. Sterner, right?

10 A Yes.

11 Q There was no NRA event being held in Nebraska at this  
12 time, correct?

13 A They were working together on -- on an NRA project.

14 Q That wasn't my question, Mr. LaPierre.

15 A Yes.

16 Q My question was, there was no NRA event being held in  
17 Nebraska at this time, is that right?

18 A Correct.

19 Q And this flight was just shy of \$9,000, correct?

20 A Yes.

21 MR. CONLEY: I would like to introduce the exhibit  
22 tab 25, which is Plaintiff's Exhibit 4524. I move for its  
23 admission.

24 THE COURT: It's admitted subject to the same  
25 objection.

1 Q Mr. LaPierre, this is an invoice for a private flight  
2 for Tony Makris and another individual, correct?

3 A Yes.

4 Q And we'll discuss Mr. Makris in more detail later.  
5 Would it be fair to say that he was a close friend of yours for  
6 a long time, right?

7 A Yes.

8 Q And the NRA did business with Mr. Makris and several  
9 companies that was affiliated with him, right?

10 A Yes.

11 Q And this flight \$17,200?

12 A Yes.

13 Q And you authorized Mr. Makris to fly on a private  
14 charter on several occasions, correct?

15 A No. I did not authorize this flight.

16 Q You did not authorize this flight?

17 A Correct.

18 Q Would you agree that this flight was billed to the NRA?

19 A Yes.

20 Q And the NRA paid for it?

21 A I'm not sure of that. I just know I did not authorize  
22 this flight, the invoices here.

23 Q So it's your testimony that you have never authorized  
24 Mr. Makris to fly by private charter?

25 A No.

1 Q Let me try to rephrase that. Yes or no, have you ever  
2 authorized Mr. Makris to fly by private charter?

3 A Yes.

4 Q And on how many occasions?

5 A I know there was one trip where I was flying back  
6 somewhere, Mr. Makris was with me, and they were going to drop  
7 him off somewhere.

8 Q Okay. Any other instances?

9 A I know he flew with me a number of times.

10 Q I'm asking about flights where you were not a  
11 passenger. Are there any other instances where you authorized  
12 Mr. Makris to fly by private charter when you were not a  
13 passenger?

14 A Not that I recall right now.

15 Q All right. Ms. Stanford would also arrange black car  
16 services for you, correct?

17 A Yes.

18 Q And she would arrange black car serves the your wife  
19 and family, is that right?

20 A On occasion.

21 Q And when you would arrange black car services through  
22 Ms. Stanford, you weren't aware of how much the cars cost,  
23 right?

24 A Correct.

25 Q And you didn't ask Ms. Stanford how much the cars cost,

1 correct?

2 A Correct.

3 MR. CONLEY: I would like to introduce the exhibit  
4 at tab 30, Plaintiff's Exhibit 3615, and I move for its  
5 admission.

6 MS. ROGERS: No objection.

7 THE COURT: Hearing none, it's admitted.

8 Q All right. Mr. LaPierre, would you agree this invoice  
9 reflects black car serves that you arranged for your niece, Ms.  
10 Sterner?

11 A (Examining). I -- I believe I'm also on that -- on  
12 that -- on that pick up.

13 Q I believe the invoice references you as a customer,  
14 right? Is that right?

15 A I'm sorry. Where are you looking, counselor?

16 Q If you look under the Ready to Roll Transportation  
17 remit to, if you look at the highlighted language on the  
18 screen --

19 A (Examining). Yes.

20 Q -- it lists you as a customer, but below that it lists  
21 the passenger, right?

22 A (Examining). It lists -- it lists, as far as I look, I  
23 see it lists sedan, airport, Wayne Roberts, which is my middle  
24 name, and then Colleen Sterner and it says one.

25 Q Right. And this is black car serves in Dallas, is that

1 correct?

2 A Yes.

3 Q All right. And if you turn to the second page at the  
4 top, this is black car serves in Orlando, Florida, right?

5 A (Examining). Yes.

6 Q Right. And we previously discussed a private flight  
7 that you arranged for Ms. Sterner going from Dallas to Orlando.  
8 That's back at tab 20 Plaintiff's Exhibit 4775. Would you agree  
9 that this black car serves is for that flight?

10 A Yes. I believe so.

11 Q All right. And you were not on that flight, right?

12 A That's correct.

13 Q Right. And if you go back to the second page of  
14 Plaintiff's Exhibit 3615, tab 30 in your binder, below you see  
15 black car serves for Terry Sterner, is that right?

16 A Yes.

17 Q All right. And would you agree that this black car  
18 service for the Sterners was approximately \$1,300?

19 A Yes.

20 MR. CONLEY: I would like to introduce the exhibit  
21 at tab 31, which is Plaintiff's Exhibit 3662.

22 MS. ROGERS: No objection.

23 THE COURT: Hearing none, it's admitted.

24 Q And, Mr. LaPierre, take a moment to look at the  
25 exhibit. My question is, would you agree this is an invoice for

1 black car serves for your wife, Ms. LaPierre?

2 A Yes.

3 Q And would you agree that the invoice lists Ms. LaPierre  
4 as the only passenger?

5 A Yes.

6 Q And would you agree that this black car service in  
7 January of 2018 was approximately \$3,500?

8 A If you add them together, yes. She was working at an  
9 NRA event.

10 Q Mr. LaPierre, I would like to ask you about David  
11 McKenzie. You've known David McKenzie for a long time, correct?

12 A Yes.

13 Q Going back to the early 1990s?

14 A Maybe even before that.

15 Q And you consider him a friend, right?

16 A Yes. We met through business, but I consider him a  
17 friend.

18 Q And you know Mr. McKenzie's wife, Laura McKenzie, as  
19 well, right?

20 A Yes.

21 Q Mr. McKenzie owns Associated Television, correct?

22 A Yes.

23 Q And Associated Television has been a vendor of the NRA  
24 for over 20 years, right?

25 A Yes.

1           Q     And over the course of the NRA's relationship with  
2 Associated TV, you would meet frequently with Mr. McKenzie,  
3 correct?

4           A     Yes.

5           Q     Numerous times a year?

6           A     Yes.

7                   (Continue on the next page.)

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1 Q Numerous times a year?

2 A Yes.

3 Q And you're also familiar with Membership Marketing  
4 Partners, right?

5 A Yes.

6 Q It's been a vendor of NRA since 2011?

7 A Yes.

8 Q It's your understanding that MMP is owned by Laura  
9 McKenzie; is that accurate?

10 A Yes.

11 Q But you would mostly discuss MMP business with David  
12 McKenzie; correct?

13 A Yes, and the managing director and the staff.

14 Q Right. But you would discuss MMP business more  
15 frequently with Mr. McKenzie than Ms. McKenzie; correct?

16 A Yes.

17 Q And you're familiar with the entities Allegiance  
18 Creative, and Concord Social?

19 A Yes.

20 Q They have also been NRA vendors for about a decade,  
21 since 2011; right?

22 A Yes.

23 Q And until 2022, the NRA had separate contracts with  
24 MMP, Concord, and Allegiance; right?

25 A I believe that's correct.

1 Q And you signed several of the contracts and amendments,  
2 right?

3 A Yes.

4 Q And the NRA paid these three companies separate monthly  
5 fees, right?

6 A I believe so.

7 Q MMP, Allegiance, and Concord have the same employees;  
8 right?

9 A Yes.

10 Q Share the same office location?

11 A Yes. I believe some of them are in the NRA building  
12 and I believe some of them are in Alexandria, Virginia.

13 Q And in these offices in NRA headquarters and  
14 Alexandria, there's the same office for those three entities;  
15 right?

16 A Yes.

17 Q And you don't know why the NRA entered into separate  
18 contracts with MMP, Allegiance, and Concord; right?

19 A No.

20 Q It's your understanding that MMP, Concord, and  
21 Allegiance are functionally the same entity; correct?

22 A Yes.

23 Q The NRA entered into contracts with MMP, Allegiance,  
24 and Concord in 2011; right?

25 A Yes.

1 Q I'd like to turn to Plaintiff's Exhibit 1695, which is  
2 tab 37 in your binder.

3 MR. CONLEY: And this is already admitted.

4 (Image displayed.)

5 Q Mr. LaPierre, I ask you to turn to page 4 of this  
6 exhibit, to the page where -- the heading "Contract Review  
7 Signature Sheet." It's also on the screen, if that's easier.

8 (Image scrolled.)

9 A Thank you.

10 (Image modified.)

11 A Yes.

12 Q Would you agree that this is the Contract Review  
13 Signature Sheet for the 2011 MMP contract?

14 A Yes.

15 Q And that's your signature; correct?

16 A Yes.

17 Q When you signed this Review Sheet, it wasn't your  
18 practice to read the contract; correct?

19 A I did not read all the contracts. I -- I wasn't a  
20 negotiator on the contracts.

21 Q But my question is really just about whether you would,  
22 as a practice, review and read the contracts before you signed  
23 the Contract Review Signature Sheet; and isn't it true that it  
24 was not your practice to read the contract?

25 A Yes. I would rely on advice of our -- our staff.

1 Q And you would often skim the contracts, right?

2 A Yes.

3 Q And it wasn't your practice to read the Business Case  
4 Analysis, either; right?

5 A Yes. Sometimes -- yes, I did not, sometimes.

6 Q And in this case, you did not review the MMP contract  
7 or the Business Case Analysis when you signed this contract  
8 signature sheet; right?

9 A Yes. I talked to our treasurer about it; about the  
10 contract.

11 Q I'm sorry. You talked to Mr. Phillips about the  
12 contract?

13 A Yes.

14 Q Isn't it true that when you were deposed in 2022, you  
15 testified that you weren't sure that you had read the Business  
16 Case Analysis or the contract for the MMP entities?

17 A Probably. I ...

18 Q Okay. There have been several amendments to the  
19 contracts for the MMP entities; correct?

20 A Yes.

21 Q If you could turn to pages 19 and 20 of Plaintiff's  
22 Exhibit 1697 -- -95 ... This is the same tab that you're in.  
23 It's the last couple of pages of the exhibit.

24 (Image displayed.)

25 A Yes.

1 Q This is the first amendment to the 2011 MMP contract,  
2 right?

3 A Yes.

4 Q And you signed this amendment, right?

5 A Yes.

6 Q And this amendment extended the term of the contract  
7 for five years, right?

8 (Image modified.)

9 A Yes.

10 Q And the NRA entered into another amendment with MMP, in  
11 2017; correct?

12 A Yes.

13 Q If you flip one page back, it's pages 17 and 18 of the  
14 exhibit, with the heading "Second Amendment."

15 A Yes, I see it.

16 (Image scrolled.)

17 Q Okay. This is the second amendment to the 2011  
18 contract, right?

19 A Yes.

20 Q And the first signature is your signature, right?

21 A Yes.

22 Q Under the first amendment to the MMP contract, the term  
23 was set to run for five years, to December 1st, 2021. Isn't it  
24 true that when you entered into the second amendment to the MMP  
25 contract, there were nearly four years remaining under the prior

1 amendment?

2 A Yes.

3 Q And the second amendment to the MMP contract extended  
4 the expiration date for an additional five years, right?

5 A Yes, that's correct.

6 Q That locked the NRA into a nearly nine-year contract,  
7 right?

8 A Yes, that's correct.

9 Q And it's your understanding that the NRA was MMP's only  
10 client, right?

11 A Yes.

12 Q And the reason you entered into this extension in 2017  
13 was because MMP was concerned you might retire, right?

14 A Yes, and their employees were.

15 Q And you learned about these concerns about you  
16 potentially retiring from Mr. McKenzie; correct?

17 A And also from the staff; they -- I wanted to keep their  
18 core competence intact.

19 Q All right. And if you did retire, MMP's staff was  
20 concerned that whoever succeeded you as executive vice president  
21 might end the NRA's relationship with MMP; right?

22 A They were very worried. They did not like Chris Cox,  
23 they did not have a relationship with him, and -- and I wanted  
24 to keep their core competence within the organization on raising  
25 money.

1 Q Understood, Mr. LaPierre. Again, please listen to my  
2 question. It was a yes or no.

3 So, isn't it true that you agreed to enter into this  
4 extension in 2017 to give MMP certainty that the NRA's  
5 relationship with MMP would stay the same, regardless of whether  
6 you retired?

7 A Yes.

8 Q David McKenzie suggested the contract extension to you,  
9 right?

10 A Yes.

11 Q And at the time, the contract extension seemed  
12 appropriate to you; correct?

13 A It did.

14 Q But you agree now that entering into this second  
15 amendment to the MMP was a governance failure, right?

16 A No. We have changed our policy regarding contracts  
17 now, but I didn't consider that back then.

18 Q Back then, you did not consider it to be a governance  
19 failure; right? You thought it was appropriate --

20 A Yes.

21 Q -- is that right?

22 A Yes.

23 Q But sitting here today, do you think it was  
24 appropriate?

25 A Under our new policies, it would not be appropriate.

1 Q And what specific policy are you referring to?

2 A We have looked at everything, start --

3 Q I'm only asking you for the actual policy.

4 MR. CORRELL: Objection, your Honor.

5 MR. CONLEY: I apologize.

6 THE COURT: Let him answer. It was an open-ended  
7 question.

8 A We no longer have any long-term contracts like this.

9 Q And you concluded that this type of contract, this type  
10 of long-term contract, wouldn't occur based on a 360 review that  
11 you claim to have initiated at the NRA in 2017/2018; is that  
12 right?

13 A I -- I did initiate it.

14 Q A 360 review?

15 A Of every vendor, employee, and all NRA procedures, and  
16 New York nonprofit law.

17 Q And this review was initiated in 2017/2018?

18 A It started in 2017 and continued forward for many  
19 years.

20 Q And you'd agree that you've signed several of the  
21 agreements and amendments with the MMP entities, right?

22 A Yes.

23 Q And on several occasions, you've approved increases in  
24 the scope of work for the MMP entities; correct?

25 A Yes, we did.

1 Q And when you approved increases in the scope of work  
2 for MMP, that would increase the fees that MMP would charge;  
3 right?

4 A Correct. I would have discussions with them regarding  
5 the additional scope of their duties and then they would talk to  
6 our treasurer's office about the -- how that would increase  
7 fees.

8 Q You testified a moment ago that Mr. McKenzie also owns  
9 Associated TV, right?

10 A Yes.

11 Q Associated TV is in the business of producing  
12 television shows?

13 A Yes.

14 Q And the NRA started working with Associated TV in the  
15 1990s, right?

16 A Yes.

17 Q And it continued working with Associated TV until 2019?

18 A Yes.

19 Q During the time that Associated TV provided services to  
20 the NRA, you were the only person at the NRA who requested  
21 services from the company; right?

22 A I was the primary -- primary person dealing with them,  
23 yes.

24 Q But there was no one else at the NRA that was  
25 requesting services from Associated TV, right?

1 A I was the principal.

2 Q My question is that there was no one else that was  
3 requesting services from Associated TV. Right?

4 A Yes.

5 Q So, isn't it true that you were the only person at the  
6 NRA that was requesting services from Associated Television?

7 A There was an occasion where they did a -- a women's  
8 town hall meeting; I believe the -- the Women's Leadership Forum  
9 worked with Associated Television on that. I did too.

10 Q Okay. But in terms of requesting services from  
11 Associated TV, you were the only one at the NRA that was  
12 actually doing that; correct?

13 A Yes. In terms of requesting services, yes.

14 Q And during the NRA's relationship with Associated TV,  
15 you weren't always aware of how much the NRA was paying  
16 Associated Television; right?

17 A Correct.

18 Q And you didn't monitor what Associated TV billed to the  
19 NRA; correct?

20 A Yeah, that's correct.

21 Q You're familiar with the TV program called "Crime  
22 Strike"?

23 A Yes, I am.

24 Q It was produced by Associated TV, right?

25 A Yes.

1 Q You were the host of "Crime Strike" for several years;  
2 correct?

3 A Yes.

4 Q Starting in the late 1990s?

5 A Yes.

6 Q The NRA paid Associated TV for the production and  
7 filming of "Crime Strike" episodes until the end of its  
8 relationship in 2019, right?

9 A Yes.

10 Q You stopped hosting "Crime Strike" for several years,  
11 beginning in 2014; correct?

12 A At -- at some date -- I'm not sure if it was 2014 -- I  
13 stopped hosting "Crime Strike."

14 Q Isn't it true, you don't know who the host of "Crime  
15 Strike" was between 2014 and 2018? Right?

16 A I do not.

17 Q And you don't know when Associated TV last filmed and  
18 produced an entirely new episode of "Crime Strike"; correct?

19 A Correct.

20 Q And you're not aware of whether any "Crime Strike"  
21 episodes were filmed and produced between 2014 and 2018, right?

22 A Correct. I know they were continuing to distribute.

23 Q I -- I'm sorry; "continuing to ..."?

24 A "Distribute."

25 Q Right. But you're not aware of whether any "Crime

1 Strike" episodes were filmed and produced between 2014 and 2018.

2 A No. When I looked at it in 2018, I was -- I was  
3 shocked how diminished it had become and I ended the  
4 relationship.

5 Q The NRA paid Associated TV millions of dollars, from  
6 2014 to 2018, for the production of "Crime Strike"; correct?

7 A I don't know the exact figure.

8 Q You, yourself, have never seen an episode of "Crime  
9 Strike" that was filmed and produced after 2014; right?

10 A I know I shot some films of "Crime Strike" in -- I  
11 believe it was 2018, because Newsmax was considering --

12 Q Mr. LaPierre, that wasn't my question.

13 THE COURT: I think he can continue his answer.

14 MR. CONLEY: Sorry.

15 Q Continue. Okay.

16 (No further response.)

17 Q But you, yourself, have not seen an episode of "Crime  
18 Strike" that was filmed and produced after 2014; right?

19 A Correct.

20 Q Most "Crime Strike" episodes were filmed in Los  
21 Angeles, right?

22 A Yes.

23 Q At a house owned by David McKenzie?

24 A Yes.

25 Q And when you were filming segments of "Crime Strike" at

1 this house in Los Angeles, you knew the house was owned by David  
2 McKenzie; correct?

3 A Yes.

4 Q The NRA was paying Associated TV to use Mr. McKenzie's  
5 house as a location rental; correct?

6 A I know that now.

7 Q But at the time, you did not know that the NRA was  
8 paying Associated TV to use the house owned by David McKenzie as  
9 a location rental?

10 A I didn't know the fee arrangement or anything like  
11 that.

12 Q And the NRA paid Associated TV approximately \$1.8  
13 million in location rental fees for that house; correct?

14 A I know that now, that the NRA paid a significant  
15 amount.

16 Q NRA officers and board members are required to submit a  
17 questionnaire, each year, disclosing any related-party  
18 transactions or potential conflicts of interest; right?

19 A Yes.

20 Q And you also have an independent obligation to report  
21 any financial transactions between the NRA and other individuals  
22 or organizations that present or might present the possibility  
23 of a conflict of interest; correct?

24 A Yes.

25 Q And as the executive vice president, you have an

1 independent obligation to report to the Audit Committee any  
2 financial interests of other officers or directors that you  
3 become aware of; correct?

4 A Yes.

5 MR. CONLEY: I'd like to introduce five exhibits,  
6 at tabs 41, 42, 43, 44, and 45. They are: Plaintiff's  
7 Exhibits 2497, 2498, 2499, 642, and 639.

8 MS. ROGERS: No objection.

9 MR. CORRELL: No objection.

10 THE COURT: All right, those are all admitted.

11 Q When you would visit the --

12 Let me back up: In the last ten years, you visited the  
13 Bahamas on several occasions; right?

14 A Yes.

15 Q And your family has joined you on those trips?

16 A On -- on many.

17 Q And during these trips to the Bahamas, you and your  
18 family would often stay on a yacht called the Illusions;  
19 correct?

20 A Yes.

21 Q And this yacht is owned by David and Laura McKenzie;  
22 correct?

23 A I believe that's correct.

24 MR. CONLEY: I'd like to introduce the exhibit, tab  
25 46, Plaintiff's Exhibit 4852; and this is not in evidence.

1 I move for its admission.

2 THE COURT: Any objection?

3 MS. ROGERS: Subject to foundation, none.

4 THE COURT: Well, are you going to use this witness  
5 to lay a foundation or do you have some other grounds for  
6 why it's admissible?

7 MR. CONLEY: I was going to lay the -- try to lay  
8 -- the foundation with this witness.

9 THE COURT: Okay.

10 Q Mr. LaPierre, do you recognize Exhibit -- Plaintiff's  
11 Exhibit -- 4852?

12 A Yes.

13 Q And what do you recognize it to be?

14 A As the boat that I believe David McKenzie and his wife  
15 owned.

16 Q You recognize it to be the Illusions yacht?

17 A Yes.

18 Q And are the photos an accurate representation of the  
19 yacht, when you would stay on it?

20 A Yes.

21 MR. CONLEY: Your Honor, we'd move for admission.

22 MS. ROGERS: No objection.

23 MR. CORRELL: No objection.

24 THE COURT: It's admitted.

25 (Image displayed.)

1 Q All right. So, Mr. LaPierre, the photos in Plaintiff's  
2 Exhibit 4852, these are photos of the Illusions yacht; right?

3 A Yes.

4 Q The Illusions yacht has four staterooms; correct?

5 A Yes.

6 Q And has, typically, a crew of five; is that right?

7 A I believe that's correct.

8 Q Including a chef, right?

9 A Yes.

10 Q And it also comes with a jet boat, right?

11 A Yes, many times.

12 Q And also jet skis, right?

13 A Yes.

14 Q When did you first stay on the yacht Illusions?

15 A Maybe sometime in 2013.

16 Q And you would go each year; correct?

17 A Yes.

18 Q In the summers?

19 A Yes.

20 Q For about a week at a time?

21 A Yes.

22 Q Would it be accurate to say that from 2013 to 2018, you  
23 visited the Bahamas every summer?

24 A Yes.

25 Q And on those trips, you stayed on the yacht Illusions;

1 right?

2 A Yes.

3 Q Your wife, Susan, joined you on those trips; correct?

4 A Yes.

5 Q And would you both stay in one of the state rooms?

6 A Yes.

7 Q Your niece, Colleen Sterner, would also join you on  
8 those trips; right?

9 A Yes.

10 Q And Ms. Sterner's husband and daughter would join, as  
11 well; correct?

12 A Yes, most of the time.

13 Q And your sister also occasionally joined on these  
14 trips; correct?

15 A Yes.

16 Q And her husband?

17 A Yes.

18 Q And, sometimes, their daughter as well?

19 A Correct.

20 Q And you and your family would stay on the yacht;  
21 correct?

22 A Yes.

23 Q And a chef would prepare your meals?

24 A Not all the time, but sometimes.

25 Q And you never paid the McKenzies for the use of the

1 yacht illusions; correct?

2 A Correct.

3 Q The McKenzies covered everything; correct?

4 A Correct.

5 Q And when you would go to the Bahamas, you would fly  
6 there by private charter; correct?

7 A Yes.

8 Q And the NRA would pay for those flights; correct?

9 A Yes.

10 MR. CONLEY: I'd like to introduce the exhibit at  
11 tab 48, Plaintiff's Exhibit 4589.

12 MS. ROGERS: Subject to the same objection, no  
13 others.

14 THE COURT: Okay, it's admitted.

15 (Image displayed.)

16 Q Do you have that in front of you, Mr. LaPierre?

17 A Yes, I do.

18 Q Okay. This is a flight invoice for one of the summer  
19 trips to the Bahamas, right?

20 A Yes.

21 Q And this flight was approximately \$37,000, right?

22 A Yes.

23 Q And this doesn't include the flight back to D.C.;  
24 correct?

25 A Correct.

1 Q But you did take a private flight back to D.C.;  
2 correct?

3 A Yes.

4 Q You didn't disclose these trips to the Bahamas to the  
5 NRA in advance; correct?

6 A Yes.

7 Q And you didn't tell your director of security about the  
8 use of the yacht Illusions, right?

9 A I don't believe so.

10 Q And you didn't get board approval; correct?

11 A No, I didn't.

12 Q Your wife, Susan, also vacationed on the yacht  
13 Illusions on several occasions without you; correct?

14 A Yes.

15 Q From 2015 to 2018, Ms. LaPierre visited the Bahamas in  
16 the summer and stayed on the yacht Illusions with friends;  
17 right?

18 A Yes.

19 (Continued on next page.)  
20  
21  
22  
23  
24  
25

1 Q And she and her friends would stay on the island?

2 A Yes.

3 Q And they would cruise around different islands and dock  
4 at different harbors, correct?

5 A I wasn't there.

6 Q The McKenzie's covered all the costs for these trips,  
7 correct?

8 A I don't -- I don't know all of the costs. They  
9 covered -- they obviously covered the cost of the bought.

10 Q The McKenzies, did they charge you for lodging in  
11 connection to Ms. LaPierre's use of the yacht Illusion?

12 A I don't know.

13 Q You don't know if they charged you?

14 A I wasn't there. I don't know.

15 Q You didn't disclose these trips that Ms. LaPierre took  
16 on the yacht Illusions to the NRA in advance, correct?

17 A Correct.

18 Q You didn't get board approval for those, correct?

19 A Correct.

20 Q And in addition to these yacht trips, you also attended  
21 retreats in the Bahamas organized by David McKenzie, correct?

22 A Yes.

23 Q And these were held annually, right?

24 A Yes.

25 Q In December?

1 A Yes.

2 Q Your wife would join you on these trips, correct?

3 A Yes.

4 Q You would stay at the Atlantis Resort on Paradise  
5 Island, right?

6 A Yes.

7 Q And when you attended these retreats, you wouldn't pay  
8 for your lodging?

9 A Correct.

10 Q Or your food?

11 A Correct. Some of the food, but largely you're correct.

12 Q When did you start attending these retreats?

13 A When I was first invited, which was probably -- I'm not  
14 sure exact. Sometime in the -- between 2008 and maybe 2010 or  
15 something like that.

16 Q And you attended these retreats annually up until 2017?

17 A Yes.

18 Q Mr. McKenzie also owns a yacht named Grand Illusion,  
19 correct?

20 A Yes, he does.

21 Q You've also stayed on this yacht, correct?

22 A Yes.

23 Q The Grand Illusion yacht is larger than the Illusion,  
24 correct?

25 A Correct.

1 MR. CONLEY: I would like to introduce the exhibit  
2 at tab 47, Plaintiff's Exhibit 4853.

3 MS. ROGERS: Subject to foundation, no objection.

4 MR. CORRELL: No objection.

5 THE COURT: Handle it the same way.

6 Q Mr. LaPierre, do you recognize Plaintiff's  
7 Exhibit 4853?

8 A (Examining). Yes.

9 Q And what is it?

10 A That is the boat Grand Illusions.

11 Q And do the photographs in this exhibit fairly and  
12 accurately show the yacht Grand Illusions as it appeared when  
13 you stayed on it?

14 A Yes, they do.

15 MR. CONLEY: Your Honor, I move for admission.

16 THE COURT: It's admitted.

17 Q You've also stayed on this yacht on several occasions,  
18 correct?

19 A Yes.

20 Q Often in Europe?

21 A Yes.

22 Q You've also taken several international trips with the  
23 McKenzies, right?

24 A Yes.

25 Q You would go on these trips annually?

1 A Not every year but yes many times.

2 Q And your wife Susan would join on these trips?

3 A Yes.

4 Q And the McKenzies would pay for your lodging on these  
5 trips, right?

6 A Yes.

7 Q And when you took these trips, you would generally fly  
8 commercial, correct?

9 A Yes.

10 Q And when you would go on these international trips with  
11 the McKenzies, the McKenzies would pay for your flights, right?

12 A Yes.

13 Q On some of the international trips with the McKenzies,  
14 you would fly by private jet, right?

15 A Yes. I believe on one or two occasions.

16 Q The McKenzies paid for that as well, correct?

17 A Yes.

18 Q We previously discussed Ms. Sterner and Mr. Sterner.  
19 Their wedding was in 2013, correct?

20 A Yes.

21 Q The wedding was in the Bahamas?

22 A Yes.

23 Q You and Susan attended, correct?

24 A Yes.

25 Q You stayed on the yacht Illusions, right?

1 A Yes.

2 Q The Sterners did as well, correct?

3 A Yes.

4 Q Your sister also attended the wedding, correct?

5 A Yes.

6 Q And your sister and her family also stayed on the yacht  
7 Illusions?

8 A Yes.

9 Q Did the McKenzies charge you anything for staying on  
10 their yacht?

11 A No.

12 Q How about your family, did they charge you anything for  
13 your family staying on the yacht?

14 A No.

15 Q Did the McKenzies charge you anything for the costs of  
16 the crew or the meals on the yacht?

17 A No.

18 Q So the McKenzies comp'd all of that?

19 A Yes, they did.

20 Q That was really generous of the McKenzies, wasn't it?

21 A Yes. They were friends.

22 Q In July of 2015 you and Ms. LaPierre traveled to Greece  
23 with the McKenzies, correct?

24 A Yes.

25 Q And you stayed on the McKenzies' yacht, The Grand

1 Illusion, is that right?

2 A I'm not sure what -- what the -- what the boat was on  
3 that.

4 Q But you were on a yacht on that trip?

5 A Yes.

6 Q And that was in the Mediterranean, is that right?

7 A Yes.

8 Q And you cruised around the Greek Islands on that trip,  
9 right?

10 A Yes.

11 Q You didn't disclose this trip to the NRA in advance,  
12 right?

13 A No.

14 Q And you didn't get board approval, correct?

15 A No.

16 Q I'm sorry. Yes or no, did you get board approval for  
17 that trip?

18 A No.

19 Q Mr. LaPierre, I would like to turn to tab 41, which is  
20 Plaintiff's Exhibit 2497.

21 MR. CONLEY: And this is admitted.

22 Q Mr. LaPierre, this is your financial disclosure  
23 questionnaire for 2016, right?

24 A Yes.

25 Q You signed it on February 8th, 2016?

1 A Yes.

2 Q I would like to direct your attention to question four  
3 of the form. Do you see that?

4 A (Examining). Yes.

5 Q Question four asks, If you or any relative received or  
6 do you or any relative expect to receive a gift, gratuity,  
7 personal favor or entertainment with either a retail price or  
8 fair market value in excess of \$250 from any person or entity  
9 that has or is seeking to have a business relationship with or  
10 receive funds from NRA or any NRA entity.

11 THE COURT: Counsel, are you reading from 41? You  
12 said \$250. I think it says 300.

13 MR. CONLEY: I apologize, your Honor. I won't read  
14 that again.

15 Q But you checked no to the question four in this  
16 questionnaire, correct?

17 A Yes.

18 Q And at the time you didn't consider the trip to the  
19 Greek Islands with your wife to be a gift, correct?

20 A I did not.

21 Q And you didn't consider the -- all the expense paid  
22 trips to the Bahamas with your wife to be a gift either, right?

23 A No, I didn't.

24 Q And in 2016 you traveled with the McKenzies to  
25 Montenegro and Croatia, correct?

1 A Yes.

2 Q And the McKenzies paid for your airfare for that trip?

3 A Yes.

4 Q And you stayed on the Grand Illusion yacht during that  
5 trip, right?

6 A Yes.

7 Q And on the Grand Illusion yacht you visited different  
8 port cities in the Adriatic Sea, right?

9 A Yes.

10 Q And there were several stops along the way for  
11 sightseeing, right?

12 A Yes.

13 Q In 2017 you and your wife traveled to Abu Dhabi, India  
14 with the McKenzies, correct?

15 A Yes.

16 Q And the McKenzies covered all of your expenses for this  
17 trip as well, right?

18 A Yes.

19 Q They paid for your lodging and your flights?

20 A Yes.

21 Q During this trip you visited Dubai and New Delhi,  
22 correct?

23 A Yes.

24 MR. CONLEY: I would like to introduce the exhibits  
25 at tabs 55 and 56. I move for their admission. And these

1 are Plaintiff's Exhibit 76 and 77.

2 THE COURT: Any objection?

3 MS. ROGERS: Subject to foundation, none. I don't  
4 think that the witness is on these e-mails.

5 THE COURT: Anything, Mr. Correll?

6 MR. CORRELL: Same.

7 THE COURT: Okay. Go ahead.

8 Q All right. Mr. LaPierre do you -- let's start with  
9 Plaintiff's Exhibit 76.

10 THE COURT: Let's not put them up yet, because they  
11 haven't been admitted yet.

12 Q Which is tab 55 in your binder.

13 A Okay.

14 Q Do you recognize this?

15 A (Examining). Yeah. I recognize it's a picture of  
16 myself and -- and my wife.

17 Q And were these photos taken of you during your 2017  
18 trip with the McKenzies?

19 A Probably.

20 Q But these are photographs of you and your wife, is that  
21 right?

22 A Yes.

23 MR. CONLEY: Your Honor, I move for admission of  
24 the photographs.

25 MR. CORRELL: No objection.

1 MS. ROGERS: None.

2 THE COURT: Okay. They are admitted.

3 Q All right. Mr. LaPierre, I would like to ask you about  
4 the exhibit at tab 57, which is Plaintiff's Exhibit 72.

5 MR. CORRELL: Your Honor, if Mr. Conley is moving  
6 on to a new topic, would this be a good time for a break?

7 THE COURT: This is about the time I was targeting  
8 for a break. Why don't we take a short break and we'll  
9 reconvene.

10 THE COURT OFFICER: All rise. Jury exiting.

11 (Whereupon the jury panel departed the courtroom.)

12 THE COURT: Mr. LaPierre, as you've heard me say to  
13 other witnesses, during the break you're essentially on the  
14 stand, so you shouldn't discuss the substance of your  
15 testimony with anyone, including counsel.

16 THE WITNESS: Yes, your Honor.

17 THE COURT: Thank you.

18 (Whereupon a recess was taken.)

19 THE COURT: Okay. I believe the jury is ready, so  
20 why don't we get settled and bring the witness back.

21 MR. FARBER: Judge, there is something up on the  
22 screen at the moment.

23 THE COURT: I was noticing that. Is that suppose  
24 to be up there?

25 MR. FARBER: I don't think it should.

1 MS. CONNELL: I think it was a test.

2 THE COURT OFFICER: All rise. Jury entering.

3 (Whereupon the jury panel entered the courtroom.)

4 THE COURT: Okay. Have a seat. Thank you. Okay.

5 Mr. Conley, you can continue.

6 MR. CONLEY: Thank you, your Honor.

7 Q Mr. LaPierre, I would like to turn to tab 56, which is  
8 Plaintiff's Exhibit 77, which is not in evidence. And I would  
9 like to ask, do you recognize Plaintiff's Exhibit 77?

10 A (Examining). I'm sorry. Is it 57, counselor.

11 Q Fifty-six.

12 A (Examining). Yes, I do.

13 Q What do you recognize it to be?

14 A It looks a picture of me in India at the -- in front of  
15 the Taj Mahal.

16 Q And is that true for all three photos in Plaintiff's  
17 Exhibit 77?

18 A Yes, sir.

19 MR. CONLEY: Your Honor, I move for its admission.

20 MS. ROGERS: No objection.

21 MR. CORRELL: No objection.

22 THE COURT: It's admitted.

23 Q So, Mr. LaPierre, these photos were taken of you during  
24 your trip in 2017 with the McKenzies in India, is that true?

25 A Yes.

1 Q All right. Did you obtain approval from the NRA in  
2 advance for any of these international trips?

3 A No.

4 Q Did you disclose any of these international trips to  
5 the NRA in advance?

6 A No.

7 Q Did you get board approval for any of these trips?

8 A No.

9 Q In 2017 Associated TV hired your niece Colleen Sterner  
10 as a consultant for an NRA project, is that right?

11 A Yes. I know that now.

12 Q And Ms. Sterner was an NRA employee at the time that  
13 Associated TV hired her?

14 A That's correct.

15 Q And she made \$50,000 from Associated TV, right?

16 A That's correct.

17 Q For work on two NRA town hall meetings?

18 A Yes.

19 Q Did you approve of this?

20 A No.

21 Q Who, if anyone, authorized this?

22 A She told me, when I found out about it later on, that  
23 it was authorized by our treasurer.

24 Q Woody Phillips?

25 A Yes.

1 Q Mr. LaPierre, I would like to turn to Plaintiff's  
2 Exhibit 2498, which is tab 42.

3 MR. CONLEY: This has been admitted.

4 Q Is this your financial disclosure questionnaire for  
5 2017?

6 A (Examining). Yes.

7 Q You completed and signed this form in October of 2017?

8 A Yes.

9 Q And the 360 degree review that you referred to, that  
10 was underway at this point, right?

11 A It was underway starting in the end of 2017 and early  
12 2018.

13 Q You did not disclose any conflicts in this form,  
14 correct?

15 A Correct.

16 Q You did not disclose the international trip with the  
17 McKenzies to Dubai in India, right?

18 A Correct.

19 Q I would like to turn your attention to question three,  
20 which reads, "Do you or any relative have any management,  
21 ownership or employment relationship with or financial interest  
22 in any non NRA entity that is seeking to have a business  
23 relationship with or receive funds from NRA or any NRA entity?"  
24 Do you see that?

25 A (Examining). Yes, I do.

1 Q You checked no to that question, right?

2 A Correct.

3 Q You did not disclose that the NRA employee, Ms.  
4 Sterner, accepted \$50,000 from an NRA vendor, right?

5 A Correct.

6 Q Mr. LaPierre, I would like to turn to tab 43, which is  
7 Plaintiff's Exhibit 2499.

8 MR. CONLEY: This has been admitted.

9 Q This is your 2018 disclosure form, right?

10 A (Examining). Correct.

11 Q You completed this form in August of 2018?

12 A Correct. Yes.

13 Q And this is now about a year into what you've called  
14 the NRA's 360 degree efforts, right?

15 A Yes.

16 Q In June of 2018 Ms. LaPierre stayed on the yacht  
17 Illusions for a week with friends, correct?

18 A Possibly. Possibly.

19 Q I would like to introduce a document to see if it  
20 refreshes your recollection. Could you please turn to tab 58,  
21 which is Plaintiff's Exhibit 62.

22 MR. CONLEY: This is not in evidence.

23 MR. CORRELL: Objection, your Honor. Foundation.

24 MS. ROGERS: Same objection.

25 THE COURT: Are you seeking to admit it or do you

1 want him to look at it to see if it refreshes his  
2 recollection?

3 MR. CONLEY: I'm not seeking to admit it.

4 THE COURT: You're not?

5 MR. CONLEY: Just to refresh his recollection.

6 THE COURT: Okay. So there is no -- I'm overruling  
7 the objection to the extent they are not seeking to admit it  
8 yet.

9 Q If you could turn to page 5 of this exhibit, Mr.  
10 LaPierre. My question is, does this refresh your recollection  
11 on whether Ms. LaPierre stayed on the yacht Illusions in June of  
12 2018?

13 A I'm sorry, counselor, where are you?

14 Q Page 5 of Plaintiff's Exhibit 62, which is tab 58 of  
15 your binder.

16 A Okay. (Examining). Yes. That looks to be. You're  
17 correct.

18 Q So, in June of 2018 Ms. LaPierre stayed on the yacht  
19 Illusions for a week with friends, correct?

20 A Yes.

21 Q And less than a month later, in July of 2018 you and  
22 Ms. LaPierre stayed on the yacht Illusions again, correct?

23 A Yes, I believe so.

24 Q But going back to your 2018 financial disclosure  
25 questionnaire, you didn't disclose any conflicts in this form,

1 right?

2 A Yes.

3 Q Did you disclose any conflicts in your disclosure form  
4 for 2018?

5 A No.

6 Q Mr. LaPierre, I would like to turn to Plaintiff's  
7 Exhibit 642, which is tab 44 in your binder.

8 MR. CONLEY: This has been admitted.

9 Q This is your disclosure form for 2020, correct?

10 A Yes.

11 Q And you completed this form in January of 2020?

12 A Yes.

13 Q This is now more than two years into what you claim was  
14 the NRA's 360 degree reform efforts, correct?

15 A Yes. That's correct.

16 Q Did you disclose any conflicts in this form?

17 A Not on that form.

18 Q Mr. LaPierre, I would like to turn to tab 45 in your  
19 binder, which is Plaintiff's Exhibit 639.

20 A Yes.

21 Q This is your disclosure form for 2021, correct?

22 A Yes.

23 MR. CONLEY: This has been admitted.

24 Q And you signed this form on April 7th, 2021, correct?

25 A Yes, I did.

1 Q Okay. And that was the day that you sat to testify in  
2 the NRA's bankruptcy proceeding, right?

3 A Yes. It was during the bankruptcy proceeding.

4 Q And it was the day that you were to testify in the  
5 bankruptcy proceeding, correct?

6 A Yes.

7 Q If you turn to page 6 of this exhibit, there is an  
8 addendum. Did you draft this addendum?

9 A I did.

10 Q Did you review it before it was submitted?

11 A Yes, I did.

12 Q And did you believe it to be accurate at the time?

13 A Yes, I did.

14 Q If you could look at number four in this addendum, the  
15 sentence that begins "Although there".

16 A Yes.

17 Q It states, "Although there are no gifts to report  
18 within the 2020 reporting period, I did stay on David McKenzie's  
19 yacht at no cost to the NRA on several occasions." Do you see  
20 that?

21 A Yes, I do.

22 Q This is the first time that you disclosed here the use  
23 of Mr. McKenzie's yacht, correct?

24 A Yes.

25 Q The second sentence of number four states, "During at

1 least one of these trips I filmed segments for Crime Strike, but  
2 the trip also had a personal component." Do you see that?

3 A Yes.

4 Q These segments were filmed on Mr. McKenzie's yacht, the  
5 Grand Illusion, right?

6 A Yes.

7 Q And the segments were filmed off the coast of Monaco, is  
8 that right?

9 A Yes.

10 Q The segments were not filmed in 2020, right?

11 A No.

12 Q Or 2020?

13 A No.

14 Q 2019?

15 A No.

16 Q And the segments, they didn't relate to Monaco, did  
17 they?

18 A No. They related to Crime Strike.

19 Q They didn't need to be filmed at that location, did  
20 they?

21 A Well, I filmed them with the actor Dean Cain, and  
22 that's -- that's where he was at the time.

23 Q But the segments had no relation to Monaco, right?

24 A No, they didn't.

25 Q During your time as the executive vice president you

1 would sometimes submit expense reports with the NRA requesting  
2 reimbursements for goods and services, correct?

3 A Yes.

4 Q You would submit these expense reports to an employee  
5 in the NRA's Institute for Legislative Action?

6 A That's correct.

7 Q That employee is Jocelyn Armstrong-Fuller?

8 A Yes.

9 Q Ms. Armstrong-Fuller works in NRA ILA's fiscal office,  
10 right?

11 A Yes.

12 Q What is Ms. Armstrong-Fuller's position at the NRA?

13 A Well, she's no longer there now. She had a stroke.  
14 But it was, I think, chief assistant fiscal officer or something  
15 like that.

16 Q She wasn't an NRA officer, correct?

17 A Correct.

18 Q It would be fair to say she was junior to you, correct?

19 A Yes.

20 Q When Ms. Armstrong-Fuller was processing your expense  
21 reports, there was no system in place requiring officer review  
22 or signoff, correct?

23 A They were signed off on by the chief fiscal officer of  
24 the Institute for Legislative Action.

25 Q Okay. But there was no system requiring officer review

1 or signoff, right?

2 A Right.

3 Q On several occasions you submitted reimbursement  
4 requests for hotel rooms that you booked for your niece Colleen  
5 Sterner, correct?

6 A Yes.

7 MR. CONLEY: I would like to introduce Plaintiff's  
8 Exhibit 2697, which is tab 64, and I move for admission.

9 THE COURT: Any objections?

10 MS. ROGERS: Subject to foundation, none.

11 MR. CORRELL: Same.

12 MS. ROGERS: Actually no objection.

13 MR. CORRELL: Foundation.

14 THE COURT: Okay. We'll see.

15 Q Mr. LaPierre, do you recognize Plaintiff's  
16 Exhibit 2697, which is tab 64 of your binder?

17 A Yes.

18 Q And what do you recognize it to be?

19 A It's an expense report for the trip to California where  
20 they were working on the town hall meeting and I was also doing  
21 a number of other meetings.

22 (Continue on the next page.)

23

24

25

1 Q And if you just flip through the exhibit, pages 2, 3,  
2 4, those reports, is that your handwriting?

3 A Yes, it is.

4 Q All right. And you would fill out and submit these  
5 reports to the NRA/ILA fiscal office, right?

6 A That's correct.

7 MR. CONLEY: Your Honor, I move for admission.

8 MR. CORRELL: No objection.

9 MS. ROGERS: No objection.

10 THE COURT: It's admitted; PX 2697.

11 (Image displayed.)

12 Q All right. Mr. LaPierre, if we could start with page  
13 2 ...?

14 (Image scrolled.)

15 Q So, is this a typical Entertainment Report that you  
16 would fill out and submit?

17 A Yes.

18 Q All right. And if you turn to page 9 --

19 (Image scrolled.)

20 Q -- is this an example of a check that would be issued  
21 to you as reimbursement for your expense reports?

22 A Yes.

23 Q And if you could turn to page 19, please --

24 (Image scrolled.)

25 Q -- this is an expense report for a hotel room for

1 Ms. Sterner at the Beverly Hills Hotel; correct?

2 A Yes.

3 Q And it's for \$6,561; correct?

4 A Yes.

5 Q And if you turn to page 20 and 21 --

6 (Image scrolled.)

7 Q -- is that the invoice for Ms. Sterner's room?

8 A Yes.

9 Q And you would agree that the nightly rate for this room  
10 is more than a thousand dollars?

11 A Yes.

12 Q Okay. If you could please turn to tab 65, which is  
13 Plaintiff's Exhibit 5105 ...

14 MS. ROGERS: No objection.

15 THE COURT: Hang on a second.

16 MR. CORRELL: No objection.

17 THE COURT: Okay.

18 You're moving it in?

19 MR. CONLEY: Yes, move for admission.

20 Thank you, your Honor.

21 THE COURT: It's admitted.

22 (Image displayed.)

23 Q Mr. LaPierre, is Plaintiff's Exhibit 5105, which is tab  
24 65 of your binder -- is this a collection of expense reports  
25 that you submitted?

1 A Yes.

2 Q If you could please turn to page 15 to 19 --

3 (Image scrolled.)

4 Q -- would you agree that this is hotel room charges for  
5 Ms. Sterner at the Four Seasons Hotel?

6 A Yes, during our national convention.

7 Q And if you could turn to page 20, specifically --

8 (Image scrolled.)

9 Q -- you'll see a reference for "Colleen Sterner" with a  
10 room number. Do you see that?

11 A Yes.

12 Q And the total for Ms. Sterner's room, that's \$12,332;  
13 correct?

14 A Yes.

15 Q You also submitted reimbursement requests for gifts  
16 that you purchased; correct?

17 A Yes.

18 MR. CONLEY: I'd like to turn to tab 66, which is  
19 Plaintiff's Exhibit 2804, and I move for admission of this  
20 exhibit.

21 MS. ROGERS: No objection.

22 MR. CORRELL: No objection.

23 THE COURT: It's admitted.

24 Q All right. Mr. LaPierre, I'd like to turn to pages 43  
25 and 44 of Plaintiff's Exhibit 2804.

1 (Image displayed.)

2 Q Is this an expense report for a gift that you purchased  
3 for Laura McKenzie?

4 A Yes.

5 Q And it's a gift, a \$1260 gift, that you purchased from  
6 Bergdorf Goodman; correct?

7 A Yes.

8 Q And it was for a handbag; is that right?

9 A Yes.

10 Q All right. I'd like to turn to Plaintiff's Exhibit  
11 2752, which is tab 67 in your binder.

12 MS. ROGERS: No objection.

13 MR. CORRELL: No objection.

14 THE COURT: Are you moving it in?

15 Q Mr. LaPierre --

16 THE COURT: Do you want to admit this?

17 MR. CONLEY: I'm sorry?

18 THE COURT: They didn't have any objection, so do  
19 you want to move it into evidence?

20 MR. CONLEY: Yes, I would like to move it into  
21 evidence.

22 THE COURT: It's admitted.

23 MR. CONLEY: Thank you, your Honor.

24 (Image displayed.)

25 Q Mr. LaPierre, Plaintiff's Exhibit 2752, is this a

1 collection of expense reports that you submitted?

2 A Yes.

3 Q If you could please turn to page 25 of this exhibit --

4 (Image scrolled.)

5 Q -- at the top, you'll see an expense report for a

6 Christmas gift for Elizabeth Stanton. Do you see that?

7 A Yes.

8 Q And Elizabeth Stanton is the daughter of Mr. and

9 Mrs. McKenzie; correct?

10 A Correct.

11 Q And if you could turn to pages 36 and 37 --

12 (Image scrolled.)

13 Q -- of this exhibit, this is an expense report for an  
14 \$830 gift that you purchased for Mr. and Mrs. McKenzie; correct?

15 A Yes.

16 Q From Bergdorf Goodman; correct?

17 A Yes.

18 Q And it's for candlesticks; correct?

19 A Yes.

20 Q If you could please turn to pages 32 and 33 --

21 (Image scrolled.)

22 Q -- this is an Entertainment Report for Christmas gifts  
23 from the Fitbit Store, right?

24 A Yes.

25 Q And you purchased Fitbits for Terry Sterner and Woody

1 Phillips; correct?

2 A Yes.

3 Q All right. If we could please turn to page 39 of this  
4 exhibit --

5 (Image scrolled.)

6 Q -- this is an expense report for \$1600 in cash  
7 Christmas gifts that you paid to landscapers; correct?

8 A It -- it was to the -- the security people that -- that  
9 worked with the house.

10 Q It was cash tips for people that worked at Sisson  
11 Landscapes; is that right?

12 A I'm not -- I'm not sure, to tell you the truth. I  
13 think it was gifts -- Christmas gifts -- to the -- the security  
14 people that worked -- worked at the house. But it doesn't read  
15 that way; I would agree with you.

16 Q And --

17 A I'm not sure, to tell you the truth.

18 Q Sisson Landscapers, they had done landscaping work on  
19 your residence; right?

20 A They do -- they do landscaper work at the house and  
21 they also do landscape work in terms of the security that the  
22 NRA had put in.

23 MR. CONLEY: I'd like to turn to Plaintiff's  
24 Exhibit 2856, which is tab 68.

25 MS. ROGERS: No objection.

1 MR. CORRELL: No objection.

2 MR. CONLEY: I'd move it into evidence, your Honor.

3 THE COURT: It's admitted; PX 2856.

4 (Image displayed.)

5 Q All right. Mr. LaPierre, I'd like to direct you to the  
6 second and third pages of 2856.

7 A Okay.

8 Q On the -- for the top Entertainment Report, on page 2,  
9 this is a Christmas gift that you purchased for the McKenzie  
10 family; correct?

11 A Yes.

12 Q From Neiman Marcus?

13 A Yes.

14 Q And below that, on the same page, it's a Christmas gift  
15 that you purchased from Neiman Marcus for the Angus McQueen  
16 family; correct?

17 A Yes.

18 Q And that gift was \$1,590, right?

19 A Yes.

20 Q And if you could turn to page 43 of the exhibit --

21 (Image scrolled.)

22 A Yes.

23 Q -- at the bottom of the page, will you agree that you  
24 purchased a Christmas gift -- a birthday gift -- from Neiman  
25 Marcus for Elizabeth Stanton?

1 A Yes.

2 Q And for \$543.91; is that right?

3 A Yes.

4 Q The NRA also reimbursed you, for several years, for a  
5 golf club membership at a golf club in D.C.; correct?

6 A Yes.

7 Q If we could please turn to Plaintiff's Exhibit 2804,  
8 which is tab 66, and this is in evidence at pages 69 to 71 --

9 (Image displayed.)

10 Q -- would you agree that this is an expense report for  
11 golf club dues of \$885?

12 A Yes.

13 Q And you were reimbursed for these golf club dues for  
14 several years, right?

15 A That's correct.

16 Q I'd like to turn to Plaintiff's Exhibit 2760, which is  
17 tab 72. Do you have that in front of you, Mr. LaPierre?

18 A I believe I do. I have tab 72 in front of me  
19 (indicating).

20 MR. CONLEY: And I would like to move for admission  
21 of this exhibit.

22 MS. ROGERS: No objection.

23 MR. CORRELL: No objection.

24 THE COURT: It's admitted; PX 2760.

25 (Image displayed.)

1 Q Mr. LaPierre, if you could turn to pages 28 and 29 of  
2 this exhibit --

3 (Image scrolled.)

4 A Yes.

5 Q -- the NRA also reimbursed you to have your backyard  
6 treated for mosquitos; is that right?

7 A Yes, that's correct.

8 Q And this was a recurring charge; correct?

9 A Correct.

10 Q And the Entertainment Report, on pages 28 and 29, the  
11 underlying receipt, is this for the mosquito service?

12 A Yes. It was for the security people that have to stay  
13 out there all night long.

14 Q And it's for reimbursement of \$810; correct?

15 A Yes.

16 Q You're familiar with the EVP budget; correct?

17 A Yes.

18 (Image removed.)

19 Q And, as the executive vice president, you oversee the  
20 EVP budget; right?

21 A Yes.

22 Q You'd agree that under the NRA Bylaws, board members  
23 are not compensated; right?

24 A Correct.

25 Q They're volunteer positions?

1 A Yes.

2 Q But the NRA has paid several of its board members, for  
3 decades; correct?

4 A Yes.

5 Q Several people have been paid for consulting services  
6 out of the EVP budget, right?

7 A Yes.

8 Q And Marion Hammer is one of them, right?

9 A Yes.

10 Q Marion Hammer is a current NRA Board member; correct?

11 A Correct.

12 Q She served as NRA president from 1996 to '98?

13 A Yes.

14 Q And the NRA has paid Ms. Hammer for consulting services  
15 since the 1990s, right?

16 A That's correct.

17 Q And the NRA has paid Ms. Hammer through several  
18 different arrangements, right?

19 A Yes.

20 Q And one of them is that she's paid as a consultant by  
21 the NRA through the EVP budget, right?

22 A Yes.

23 Q And you've overseen that arrangement; correct?

24 A Yes.

25 Q Now, we've heard testimony in this case about the NRA's

1 Institute for Legislative Action, or NRA/ILA. That's -- it's a  
2 division of the NRA; correct?

3 A Yes.

4 Q It operates under the direction of the executive vice  
5 president?

6 A Yes.

7 Q Under the Bylaws, NRA/ILA has its own fiscal office;  
8 right?

9 A That's correct.

10 Q But it's still part of the NRA, right?

11 A That's correct.

12 Q So, when ILA spends money, it's ultimately the same  
13 thing as the NRA spending money; right?

14 A That's correct.

15 Q Until 2022, Ms. Hammer was also paid as a consultant  
16 through a separate arrangement with NRA/ILA; correct?

17 A Yes.

18 Q Ms. Hammer is the executive director of a nonprofit  
19 called Unified Sportsmen of Florida.

20 A Yes, she is.

21 Q And if I refer to Unified Sportsmen of Florida as  
22 "USF," you understand what I'm referring to?

23 A I do. I do.

24 Q NRA/ILA gives grants to USF; correct?

25 A They do.

1 Q It's provided grants of approximately \$216,000 a year  
2 to USF for several years, right?

3 A That sounds about right.

4 Q And nearly all USF's contributions have come from the  
5 NRA; correct?

6 A Yes.

7 MR. CONLEY: I'd like to introduce Plaintiff's  
8 Exhibit 387 --

9 Q Which is tab 75 in your binder.

10 MR. CONLEY: -- and this is not in evidence.

11 I move for its admission.

12 MR. CORRELL: Foundation, your Honor.

13 THE COURT: Subject to that?

14 MR. CORRELL: Yes, your Honor.

15 THE COURT: Okay.

16 So you can proceed.

17 Q Mr. LaPierre, do you recognize the exhibit PX 387?

18 A Yes, I do.

19 Q If you turn to the last page, is that your signature at  
20 the bottom?

21 A Yes, it is.

22 Q And is that your handwriting next to the signature?

23 A Yes.

24 Q Is this a contract that the NRA entered into with  
25 Marion Hammer in 2017?

1 A Yes.

2 MR. CONLEY: Your Honor, I move for admission.

3 MR. CORRELL: No objection.

4 MS. ROGERS: No objection.

5 THE COURT: It's admitted.

6 (Image displayed.)

7 Q Mr. LaPierre, under the terms of this agreement,  
8 Ms. Hammer would receive \$165,000 in annual compensation  
9 directly from the NRA; right?

10 A That's correct.

11 Q And prior to this arrangement, the NRA had been paying  
12 Ms. Hammer \$84,000 a year through the EVP budget; correct?

13 A I believe that's correct.

14 Q And so, with this contract, it effectively doubled the  
15 amount of money that Ms. Hammer was receiving through the EVP  
16 budget; correct?

17 A Yes.

18 Q And you did not inform the Audit Committee about this  
19 contract before executing it, right?

20 A No, I didn't. I did not.

21 Q And you'd agree that under NRA policy, this contract  
22 required prior approval of the NRA president and one vice  
23 president before it was executed; right?

24 A Yes.

25 Q And did you get that approval?

1 A Not -- not at that time, although it was -- it was in  
2 the back of the room at -- on all the 990s before it.

3 Q But you did not get approval of the NRA president and  
4 one vice president before this contract was executed, right?

5 A No.

6 Q And under this contract, Ms. Hammer was to provide  
7 services as may be requested by the NRA and NRA/ILA; right?

8 A Yes.

9 Q But Ms. Hammer was also getting paid by NRA/ILA during  
10 this period, right?

11 A Yes.

12 Q Less than five months after entering into this  
13 contract, in April of 2018 you negotiated and executed a new  
14 contract with Ms. Hammer; right?

15 A Yes, that's correct.

16 MR. CONLEY: I'd like to introduce Plaintiff's  
17 Exhibit 386, at tab 76.

18 (To counsel) And I believe this is admitted?

19 THE COURT: It's already in evidence?

20 MR. CORRELL: No objection.

21 MS. ROGERS: No objection.

22 MR. CONLEY: I move for admission.

23 I think it might be admitted already.

24 THE COURT: Okay. It's admitted if it hasn't  
25 already been.

1 (Image displayed.)

2 Q Mr. LaPierre, is that your signature at the bottom of  
3 the page?

4 A Yes, it is.

5 (Image modified.)

6 Q This contract increased Ms. Hammer's compensation to  
7 220,000, annually; correct?

8 A Yes, that's correct.

9 Q For a ten-year period?

10 A Yes, that's correct, with a 30-day cancellation.

11 Q This agreement was not approved by the Audit Committee  
12 before it was executed, right?

13 A That's correct.

14 Q And it wasn't approved by the NRA president and a vice  
15 president, either; right?

16 A That's correct, I believe.

17 Q And there was no Business Case Analysis completed for  
18 this contract, right?

19 A Correct.

20 Q I'd like to discuss some other board members:  
21 Sandra Froman is an NRA Board member, right?

22 A Yes.

23 Q And she's been a board member since 1992?

24 A Yes.

25 Q And she was NRA president from 2005 to 2007?

1 A Yes, she was.

2 Q And the NRA paid Ms. Froman approximately \$40,000,  
3 annually, for several years; right?

4 A Yes, that's correct.

5 Q The NRA didn't have a written contract with Ms. Froman;  
6 correct?

7 A I believe that's correct.

8 Q And Ms. Froman was paid through the EVP budget, right?

9 A Yes.

10 Q And you're familiar with David Keene; right?

11 A Yes.

12 Q David Keene's a board member?

13 A Yes.

14 Q He was NRA president from 2011 to 2013?

15 A That's correct.

16 Q The NRA paid Mr. Keene approximately 50,000 a year, for  
17 several years; right?

18 A Yes, that's correct.

19 Q He was paid through the EVP budget; correct?

20 A Yes.

21 Q You're familiar with Kayne Robinson; correct?

22 A I am.

23 Q He's on the Executive Council?

24 A That's correct.

25 Q And Kayne Robinson served as NRA president from 2003 to

1 2005, right?

2 A Yes.

3 Q And the NRA paid Mr. Robinson through the EVP budget,  
4 for several years; correct?

5 A Yes, that's correct.

6 Q You're familiar with Mary Mallus; correct?

7 A Yes.

8 Q She was a consultant for the NRA?

9 A Yes, she was.

10 Q She worked on Women's Leadership Forum projects, right?

11 A Yes.

12 Q And she was your wife's administrative assistant;  
13 correct?

14 A She worked for the -- the Office of -- well -- Office  
15 of Advancement Women's Leadership Forum, but she worked directly  
16 with my wife on a daily basis.

17 Q And she was paid out of the EVP budget, for several  
18 years; right?

19 A Yes.

20 Q Approximately \$160,000 a year?

21 A Yes.

22 Q And your wife recommended that the NRA retain her,  
23 right?

24 A Yes.

25 Q In addition to the NRA, Ms. Mallus also provided

1 services to Youth For Tomorrow; correct?

2 A I believe, some. I don't -- I don't know for sure.

3 Q Ms. Mallus previously worked at PM Consulting with your  
4 wife, Susan; correct?

5 A I don't know.

6 Q Ms. Mallus would have worked from your residence with  
7 your wife, Susan; right?

8 A Yes. I believe she worked for the Carlyle Group;  
9 Ms. Mallus did.

10 Q Now, you are familiar with Kyle Weaver; correct?

11 A Yes.

12 Q He was the Executive Director of General Operations for  
13 about ten years?

14 A Yes.

15 Q You hired him for that position, right?

16 A Yes, I did.

17 Q You fired Mr. Weaver in 2016?

18 A Yes.

19 Q You felt that Mr. Weaver would not take your direction.

20 A There were many issues.

21 Q You felt that --

22 Employees of General Operations were complaining about  
23 his management style; is that right?

24 A Yes.

25 Q And you claim that he was doing things behind your

1 back, right?

2 A Yes. That's true too.

3 Q The day Mr. Weaver was fired, he was escorted out of  
4 NRA headquarters by security; right?

5 A That's correct.

6 Q And on the same day, four of his direct reports in  
7 General Operations were also fired; is that correct?

8 A I believe that's true.

9 Q And they were also escorted out of NRA headquarters by  
10 security.

11 A I'm not sure of that, but may -- possibly.

12 Q After Mr. Weaver was fired, you directed the NRA to  
13 enter into a severance agreement with him; correct?

14 A There was a severance agreement entered into.

15 Q And you directed the NRA to enter into that severance  
16 agreement; correct?

17 A I knew they were negotiating one; I didn't participate  
18 in the negotiation.

19 Q You tried to structure an exit agreement with him;  
20 correct?

21 A Yes; NRA did.

22 (Continued on next page.)

23

24

25

1 Q My question is, did you structure an exit agreement  
2 with him?

3 A I wasn't the one who structured it. One was  
4 structured.

5 Q Did you direct the NRA to enter into an exit agreement  
6 with him?

7 A Yes.

8 Q And under that agreement the NRA paid Mr. Weaver  
9 approximately \$1.8 million, right?

10 A I believe that's true.

11 Q And you directed the NRA to pay Mr. Weaver \$1.8 million  
12 because you were concerned he might badmouth the NRA, correct?

13 A No. I think we wanted to treat him fairly for his  
14 service. I think we thought that he was going to be within the  
15 community still, and we wanted to treat him fairly, and that  
16 severance agreement seemed fair.

17 Q So you were not -- you did not direct the NRA to pay  
18 Mr. Weaver \$1.8 million out of concern that he might badmouth  
19 the NRA?

20 A No, that wasn't my principal concern.

21 Q Woody Phillips was the CFO and treasurer of the NRA for  
22 approximately 25 years, correct?

23 A Yes.

24 Q He joined the NRA shortly after you became the  
25 executive vice president?

1 A Yes.

2 Q As the chief financial officer he reported directly to  
3 you, right?

4 A Yes.

5 Q Had Mr. Phillips ever been a CFO before coming to the  
6 NRA?

7 A He was an auditor for Pricewaterhouse.

8 Q Right. That wasn't my question. Had Mr. Phillips ever  
9 been a CFO before coming to the NRA?

10 A I don't believe so.

11 Q Had he ever been the treasurer of a large organization  
12 before coming to the NRA?

13 A I don't believe so.

14 Q The last several years of Mr. Phillips' tenure at CFO  
15 and treasurer he lived in Dallas, correct?

16 A Yes.

17 Q And you were aware that he was working mostly from  
18 Dallas?

19 A Yes.

20 Q And you approved of that arrangement?

21 A Yes.

22 Q Woody Phillips retired in 2018, correct?

23 A Yes.

24 Q And before he retired, the NRA and Mr. Phillips entered  
25 into a post-employment consulting contract, correct?

1           A     That's true.

2           Q     And you're not aware of Mr. Phillips performing any  
3 consulting services to the NRA after he retired, correct?

4           A     I -- I wouldn't have been in the middle of that. It  
5 would have been -- I wouldn't have been in the middle of that.

6           Q     But sitting here right now, you're not aware of  
7 Mr. Phillips having performed any consulting services of the NRA  
8 after he retired, right?

9           A     I know he worked with donors in terms of keeping up  
10 relations in Texas.

11          Q     Do you recall testifying in the investigation in this  
12 matter, in an examination?

13                   MR. CORRELL:  Objection, your Honor.

14          A     I just don't recall.

15                   THE COURT:  Wait a second.  Is this kind of a  
16 transcript where the witness doesn't get to see the  
17 transcript and correct it?

18                   MR. CORRELL:  Yes, your Honor.

19                   MR. CONLEY:  Yes, your Honor.  There is no errata.

20                   THE COURT:  Sustained.

21                   MR. CONLEY:  I would like to introduce and move for  
22 admission of the exhibits tabbed 84, 85 and 86, which are  
23 Plaintiff's Exhibits 2500, 337 and 3054.

24                   THE COURT:  Which tabs are these again?

25                   MR. CONLEY:  Eighty-four, 85 and 86.

1 MS. ROGERS: No objection.

2 MR. CORRELL: No objection.

3 THE COURT: All right. Those three exhibits are  
4 admitted.

5 Q Okay. Mr. LaPierre, I would like to direct you to  
6 Plaintiff's Exhibit 2500, which is tab 84 in your binder.

7 A Yes, I see it.

8 Q This is a post-employment agreement between you and the  
9 NRA, correct?

10 A (Examining). Yes.

11 Q The agreement is dated December 1st, 2013?

12 A Yes.

13 Q And on the last page of this exhibit that's your  
14 signature, correct, on the right side?

15 A (Examining). Yes, that's correct.

16 Q Isn't it correct that you would be paid under this  
17 agreement if you retired or were voted out as executive vice  
18 president?

19 A That's correct.

20 Q And this agreement provided that you would receive  
21 \$1.1 million a year for five years, correct?

22 A That is correct.

23 Q The NRA board did not approve this agreement before it  
24 was signed, correct?

25 A I don't know. It was presented to me by the president

1 of the NRA and the counsel to the board as something they wanted  
2 to do.

3 Q So, sitting here today you have no knowledge of the NRA  
4 board having approved this agreement, correct?

5 A I don't, but I wouldn't have been in on those meetings.

6 Q And would it be fair to say you have no knowledge of  
7 the audit committee having approved this agreement in advance?

8 A That's correct.

9 Q I would like to turn to Plaintiff's Exhibit 337, which  
10 is tab 85.

11 MR. CONLEY: And this is admitted.

12 Q Mr. LaPierre, do you recognize this document?

13 A (Examining). Yes, I do.

14 Q It's a 2015 extension of your 2013 post-employment  
15 agreement, right?

16 A Yes, that's correct.

17 Q And this contract extends the 2013 post-employment  
18 agreement two years, correct?

19 A Yes. That's correct.

20 Q All right. I would like to turn to Plaintiff's  
21 Exhibit 3054, which is tab 86. Do you recognize this agreement?

22 A (Examining). Yes, I do.

23 Q And this agreement superseded your 2015 agreement,  
24 correct?

25 A Yes. That's correct.

1 Q And it extended the term of your post-employment  
2 contract to 2023, is that right?

3 A Yes. That's correct.

4 Q And you have no knowledge of the NRA board having  
5 approved this agreement, correct?

6 A That's correct.

7 THE COURT: This didn't go up on the screen by the  
8 way. I don't know if you're intending it to.

9 MR. CONLEY: Thank you, your Honor.

10 THE COURT: Is this admitted?

11 MR. CONLEY: Yes, it is.

12 A Although again it was presented to me by the -- by the  
13 president and the general counsel to the board.

14 Q Understood. And to your knowledge the audit committee  
15 did not approve this in advance, correct?

16 A That's correct.

17 Q And, Mr. LaPierre, I would like to turn to tab 87,  
18 which is Plaintiff's Exhibit 3073.

19 MR. CONLEY: This is admitted.

20 Q And, Mr. LaPierre, this is a contract extension  
21 modifying your 2016 post-employment agreement, right?

22 A That's correct.

23 Q And the agreement, it's dated April 30th, 2018,  
24 correct?

25 A That's correct.

1 Q This contract provided that in the event that you  
2 stopped being the executive vice president, you would receive  
3 compensation for 12 years, correct?

4 A That's correct.

5 Q To 2030?

6 A Yes. That's correct.

7 Q It provided that you would receive \$1.3 million in  
8 2019, right?

9 A Yes.

10 Q And then \$1.5 million for six years from 2020 to 2025?

11 A Yes.

12 Q And then \$1.3 million for two years in 2029 and '30.  
13 And I skipped the three years, 2026, 2028 of 1.5 million for  
14 those three years, is that right?

15 A Yes. You're correct.

16 Q You have no knowledge of the NRA board having approved  
17 this agreement, correct?

18 A No, I don't.

19 Q And you have no knowledge of the audit committee having  
20 approved this agreement, correct?

21 A No, I don't.

22 Q And would you agree that under this agreement if  
23 someone were to take over as executive vice president, the NRA  
24 would be stuck with \$17.4 million of obligations to you,  
25 correct?

1 MR. CORRELL: Objection, your Honor. Calls for a  
2 legal conclusion.

3 A They would be stuck with what the contract says. Yes.

4 THE COURT: I was going to overrule it anyway.

5 Q All right. Mr. LaPierre, I would like to turn to tab  
6 88, which is Plaintiff's Exhibit 572.

7 MR. CONLEY: And I believe this document is  
8 admitted into evidence.

9 Q Mr. LaPierre, in January of 2021 you entered into a new  
10 employment agreement with the NRA, correct?

11 A Yes. That's correct.

12 Q And this January 7th, 2021 agreement replaced your  
13 prior post-employment agreements, right?

14 A That's correct.

15 THE COURT: Did you say January 2021?

16 MR. CONLEY: Yes, your Honor.

17 Q And you signed this agreement almost four years after  
18 the 360 degree review you referenced started, right?

19 A Yes.

20 Q And four months after this lawsuit was commenced,  
21 correct?

22 A Yes. Yes.

23 Q And this 2021 employment agreement promised you less  
24 money than your prior agreement, right?

25 A Yes.

1 Q It provides that the NRA, the sole option, may pay up  
2 to \$500,000 a year for the use of your name, likeness and  
3 signature, right?

4 A Yes, that's correct.

5 Q And for this contract you sought board approval,  
6 correct?

7 A Yes. This went to the board.

8 Q And but you interpreted this 2021 agreement as giving  
9 you the authority to file for bankruptcy on behalf of the NRA,  
10 right?

11 A Yes, I did.

12 Q And eight days after this contract was approved by the  
13 board, you signed the NRA's petition for Chapter 11 bankruptcy,  
14 right?

15 A Yes. That's correct.

16 Q You attended part of the January board meeting where  
17 your employment agreement was approved, right?

18 A I was not in the room when this employment agreement  
19 was discussed. I was asked to leave the room.

20 Q But you were at the meeting prior to that, before it  
21 went into executive session?

22 A Yes.

23 Q And you presented the board with your employment  
24 agreement, right?

25 A No, I didn't. It would have been presented by the

1 compensation committee or the officers.

2 Q But the board was presented with your employment  
3 agreement at this meeting?

4 A Yes, they were.

5 Q And would you agree that filing for bankruptcy is a  
6 significant decision for the NRA?

7 A Yes.

8 Q And you believe that this agreement gave you the  
9 authority to put the NRA into bankruptcy, right?

10 A I did.

11 Q And if you could turn to the first page of the  
12 employment agreement, Plaintiff's Exhibit 572, under "Duties and  
13 Compensation". Do you see that provision?

14 A (Examining). Yes, I do.

15 Q Okay. And direct your attention, "Among his  
16 authorities employees shall be empowered to exercise corporate  
17 authority and furtherance of the mission and interests of the  
18 NRA." Do you see that language?

19 A Yes, I do. Yes.

20 Q And then it continues, "Including without limitation to  
21 reorganize or restructure the affairs of the association for  
22 purposes of costs minimization, regulatory compliance or  
23 otherwise." Do you see that?

24 A Yes, I do.

25 Q And this is the language that you believe gave you the

1 authority to put the NRA into bankruptcy, correct?

2 A Yes, I do.

3 Q You would agree this language doesn't actually say  
4 bankruptcy, right?

5 A It doesn't actually say bankruptcy but -- but  
6 restructuring and reorganizing, that was -- that would have been  
7 an option.

8 Q At the January 7th board meeting you didn't tell the  
9 NRA board that you were considering filing for bankruptcy,  
10 right?

11 A No, I did not.

12 Q And the board did not pass a resolution approving the  
13 filing of the bankruptcy at the January 7th meeting, right?

14 A That's correct.

15 Q And you have no reason to believe that the NRA board  
16 was told at this January 7th meeting that bankruptcy was being  
17 considered, right?

18 A Well, they saw this resolution and they -- they -- it's  
19 one of the options they -- they -- I think would have read into  
20 it.

21 Q And when you say "this resolution", are you referring  
22 to the provision of your employment agreement that we just went  
23 through?

24 A Yes. The reorganization and restructure.

25 Q Okay. Mr. LaPierre, you made the decision to file for

1 bankruptcy, correct?

2 A Yes, I did, after consulting with the special  
3 litigation committee and with counsel.

4 Q And the committee, the special litigation committee,  
5 that was appointed by Carolyn Meadows, right?

6 A Yes. And it -- Yes.

7 Q And the special litigation committee included  
8 Ms. Meadows, Charles Cotton and Willes Lee at that time,  
9 correct?

10 A That is correct.

11 Q Other than the three members of the special litigation  
12 committee, you did not advise any of the other members of the  
13 board that you were filing for bankruptcy before you did so,  
14 correct?

15 A I did not. I thought about it. And the special  
16 litigation committee, they had very strong feelings about it.  
17 And we had a very strong feeling that given the Attorney  
18 General's position, that she would try to go to a judge and put  
19 the NRA into a receivership, which would take control of the NRA  
20 away from the NRA, because she had been very clear that during  
21 her campaign she considered the NRA a criminal terrorist  
22 organization and wanted to open an investigation.

23 MR. CONLEY: Your Honor, I move to strike that  
24 answer as nonresponsive.

25 THE COURT: The question was simply whether he had

1       advised or did not. So, sustained. He didn't ask at this  
2       point why.

3       Q     Mr. LaPierre, yes or no, other than the three members  
4       of the special litigation committee, you did not advise any of  
5       the other members of the board that you were filing for  
6       bankruptcy before you did so, correct?

7       A     Correct.

8       Q     You also decided to file for bankruptcy without  
9       informing any of the salaried officers of the NRA, correct?

10      A     Well, Mr. Spray had set up a -- a \$5 million trust fund  
11      for purposes of restructuring.

12      Q     But you decided to file for bankruptcy without telling  
13      Mr. Spray or any other salaried officers of the NRA, correct?

14      A     That -- that is correct, after consulting with the SLC  
15      and with the bankruptcy attorneys.

16      Q     The only salaried employee at the NRA besides you who  
17      knew about the bankruptcy filing before it occurred was Mr.  
18      Arulanandam, correct?

19      A     Mr. Arulanandam knew, that's correct.

20      Q     And to your knowledge he's the only salaried employee  
21      at the NRA besides you who knew about the bankruptcy before the  
22      petition was actually filed, correct?

23      A     Yes.

24      Q     At the time of the NRA's bankruptcy Mr. Arulanandam was  
25      the NRA spokesperson, right?

1 A He was the public affairs director.

2 Q And he was informed about the bankruptcy because of the  
3 need to get press releases prepared, is that correct?

4 A Yes, and deal with the -- to deal with the outfacing in  
5 terms of the media.

6 Q Mr. Frazer was general counsel at the time of the  
7 bankruptcy filing, correct?

8 A Correct.

9 Q The top lawyer at the NRA?

10 A Yes.

11 Q And you did not tell Mr. Frazer that the NRA was going  
12 to file for bankruptcy, correct?

13 A I -- I did not.

14 Q You did not ask Mr. Frazer for his ideas or input on  
15 whether you should file for bankruptcy, right?

16 A No. I did not.

17 Q And at the time of the bankruptcy filing Craig Spray  
18 was the CFO and treasurer of the NRA, right?

19 A Yes, that's correct.

20 Q You didn't consult with him about the bankruptcy  
21 filing, correct?

22 A Well, as I said, he set up the \$5 million trust fund  
23 to -- for purposes of restructuring. So, I think that would  
24 have been an option that he would have recognized was available.

25 Q So, yes or no, did you consult with Mr. Spray about the

1 bankruptcy filing before you filed?

2 A No.

3 Q You did not file for bankruptcy because the NRA was  
4 financially insolvent, right?

5 A Correct.

6 Q When you filed for bankruptcy, the NRA was in its  
7 strongest financial condition in years, correct?

8 A It was in sound financial condition.

9 Q You filed for bankruptcy in an effort to leave New York  
10 and reincorporate in Texas, correct?

11 A I filed for bankruptcy to protect the NRA from  
12 dissolution and cease of its assets by the Attorney General and  
13 to put NRA in a sound position for the future in a state where  
14 we felt we would have a fair regulatory playing field, which  
15 would be Texas. And we felt we could not get that in New York,  
16 where all we were receiving was ill will. During my deposition  
17 first in 2020 they had not one question about all the compliance  
18 we were doing.

19 MR. CONLEY: Your Honor, I move to strike as  
20 nonresponsive.

21 THE COURT: Denied. Denied.

22 Q Two and a half months after the bankruptcy was  
23 commenced, the NRA had an emergency board meeting, right?

24 A Correct.

25 Q In March of 2021?

1 A Yes.

2 Q And the board took a vote on the bankruptcy that was  
3 already ongoing, correct?

4 A Yes.

5 Q The NRA's bankruptcy proceeding was dismissed, correct?

6 A Correct.

7 Q And it was dismissed as not having been filed in good  
8 faith, correct?

9 A I'm not a lawyer. I understand it was dismissed  
10 without prejudice, and that the judge trusted NRA to maintain  
11 control of its business and said that we understood compliancy  
12 and should be trusted to carry forward.

13 Q Mr. LaPierre, the bankruptcy court held that the  
14 bankruptcy had been improperly filed to avoid a regulatory  
15 enforcement action, right?

16 MR. CORRELL: Objection, your Honor. He's  
17 purporting to summarize a Court's opinion in another state  
18 in another case.

19 THE COURT: Overruled.

20 A I'm not a lawyer, but that's not why we were filing it.  
21 We would still have to deal with New York. We felt we had  
22 complied with New York law in terms of self correction, and we  
23 were comfortable that -- that that would be found to be true.  
24 And I would still have to deal with the lawsuit against myself.  
25 I would have no advantage at all.

1 Q I'm not sure you answered my question, so I'm going to  
2 try again. Yes or no, the bankruptcy court held that the  
3 bankruptcy had been improperly filed to avoid a regulatory  
4 enforcement action?

5 A I believe. I'm not a lawyer, but I believe that's what  
6 the court held.

7 Q You're familiar with Angus McQueen?

8 A Correct.

9 Q Yes. He's the cofounder of a company called Ackerman  
10 McQueen, right?

11 A Yes. That's correct.

12 Q And Mr. McQueen died in 2019?

13 A Yes.

14 Q Prior to his death in 2019, Mr. McQueen was the CEO of  
15 Ackerman McQueen, correct?

16 A Yes. That's correct.

17 Q And Ackerman McQueen is an advertising and public  
18 relations firm?

19 A Yes, that's correct.

20 Q It's affiliated with a company named Mercury Group?

21 A Yes. That's correct.

22 Q Mercury Group is a wholly owned subsidiary of Ackerman?

23 A Yes.

24 Q From 1992 to 2018 Ackerman was the NRA's largest  
25 vendor, correct?

1 A Yes.

2 Q By around 2018 the NRA was paying Ackerman McQueen  
3 close to \$40 million a year, correct?

4 A Yes. That's accurate.

5 Q And during the NRA's business relationship with  
6 Ackerman McQueen, your primary contact at Ackerman McQueen was  
7 Angus McQueen?

8 A Yes, that's correct.

9 Q You relied on Mr. McQueen for advise on strategic  
10 communication and crisis management?

11 A Yes, I did.

12 Q Up until late 2018, you and Mr. McQueen would often  
13 speak on a daily basis, correct?

14 A Yes, that's correct.

15 Q And depending on the current events, you might speak  
16 with him multiple times a day, right?

17 A Yes, that's correct.

18 Q In 2017 NRA entered into a new service agreement with  
19 Ackerman McQueen, correct?

20 A Yes.

21 Q Prior to the 2017 agreement, Ackerman McQueen had been  
22 providing services under a contract that had been entered into  
23 in 1999, right?

24 A Yes.

25 Q I would like to turn to tab 90 in your binder, which is

1 Plaintiff's Exhibit 1649, which is admitted. Mr. LaPierre, I  
2 would like to turn to pages 15 to 26.

3 A (Examining).

4 Q Are you there?

5 A Yes, I am.

6 Q Is this the 1999 agreement between Ackerman McQueen and  
7 Mercury Group?

8 A It is.

9 Q All right. And if you could turn to page 24 of the  
10 exhibit, which is page 10 of the contract.

11 A Yes.

12 Q You would agree under the provision "authorized  
13 contract, section 9", do you see that at the top?

14 A Yes, I do.

15 Q You would agree that this agreement expressly provides  
16 that Ackerman McQueen was only to -- only authorized to act upon  
17 written communications received from you or your designee,  
18 correct?

19 A Yes. That's correct.

20 Q I would like to turn to tab 91, which is Plaintiff's  
21 Exhibit 3145.

22 MR. CONLEY: This is also in evidence.

23 Q Mr. LaPierre, this is Plaintiff's Exhibit 3415. This  
24 is the 2017 services agreement, right?

25 A (Examining). Yes, that's correct.

1 Q And this agreement contains the same provision as the  
2 1999 agreement providing that Ackerman's only -- to act upon  
3 written communications received from you or your designee,  
4 correct?

5 A Yes. That's correct.

6 Q Mr. Powell was a designee for a period of time,  
7 correct?

8 A Yes, that's correct.

9 Q Was Mr. Arulanandam ever a designee?

10 A I'm not sure.

11 Q Other than Mr. Powell, in the last ten years have you  
12 had any other designees that had the authority to order work  
13 through Ackerman McQueen?

14 A Yes. Mr. Spray.

15 Q Anyone else?

16 A Those are the ones that I can recall.

17 Q You're familiar with Ackerman McQueen's practice of  
18 passing through certain expenses to the NRA as out-of-pocket  
19 expenses, right?

20 A I am now.

21 Q Ackerman McQueen would incur certain charges for NRA's  
22 executives and then bill the NRA for those expenses, right?

23 A I know that now.

24 Q And they would describe the expenses as out-of-pocket  
25 expenses?

1 A Yes. I know that now.

2 Q Ackerman wouldn't provide the NRA with the underlying  
3 documentation for the expenses, right?

4 A That's one of the things we discovered in our 360  
5 degree review. I did not know that.

6 Q And you're familiar with Tyler Schropp, right?

7 A Yes.

8 Q He's the executive director of Advancement at the NRA?

9 A Yes, he is.

10 Q You hired Mr. Schropp, correct?

11 A That's correct.

12 Q Before joining the NRA he worked at Ackerman McQueen,  
13 correct?

14 A That is correct.

15 Q And one of the expenses that Ackerman passed through as  
16 the NRA's out-of-pocket expenses were Tyler Schropp's credit  
17 card charges, right?

18 A I know that now.

19 Q You agree now that that wasn't a proper practice,  
20 right?

21 A It's one of the things we have self corrected on, and I  
22 -- I -- I think the NRA -- I think that was something that was  
23 permissible, but it's probably not best practices. And we have  
24 corrected it in 360, so it no longer happens.

25 Q The expenses that were passed through Ackerman as

1 out-of-pocket expenses often included expenses that were  
2 incurred for you, right?

3 A I think there were some.

4 Q And also expenses that were incurred for your spouse,  
5 Susan LaPierre, right?

6 A I'm not sure. I don't believe it would have been many.

7 Q I am wanting to turn to tab 101 which --

8 THE COURT: Counsel, we're just about at the point  
9 where we have to break.

10 MR. CONLEY: Okay.

11 THE COURT: If you're going to shift to a new  
12 topic, you want to continue?

13 MR. CONLEY: I think now would be a good time to  
14 break because we have to switch binders.

15 THE COURT: All right. Why don't we break and  
16 we'll reconvene at 2:15.

17 THE COURT OFFICER: All rise. Jury exiting.

18 (Whereupon the jury panel departed the courtroom.)

19 THE COURT: All right. Have a seat. Close the  
20 door. So -- You can sit. Everybody can sit.

21 Mr. Correll, you don't have to answer me now, but I  
22 would at least ask you all to think about, you and your  
23 client, although your client shouldn't talk to you about the  
24 substance of the testimony, you know, it's a balance of  
25 whether you want to continue and get this over sooner as

1           opposed to spreading it out over multiple days. But that's  
2           a discussion I'll let you -- I want to make it clear you can  
3           talk about that, because at least so far so good, I suppose.

4                     MR. CORRELL: Yes, your Honor. I'll speak with Mr.  
5           LaPierre and see if he feels able to continue. I can see  
6           the signs of the fatigue setting in. I've spent enough time  
7           with him to know.

8                     THE COURT: If you look at me, you'll probably see  
9           the same. But, no. I -- I don't -- I don't make light of  
10          it. I understand the point. But, you know, there will be a  
11          break. I would ask if you are going to -- if you can  
12          communicate with your colleagues on the other side so at  
13          least they know what to expect. But as I said, there is  
14          certainly an upside to having the whole process be over  
15          sooner.

16                    MR. CORRELL: If he feels well enough to continue,  
17          we will continue.

18                    THE COURT: All right. Thank you, sir.

19                    THE WITNESS: Thank you.

20                    (Whereupon a luncheon recess was taken.)

21                    (Continue on the next page.)

22

23

24

25

1 A f t e r n o o n S e s s i o n:

2 THE COURT: Okay. Are we all set to go?

3 MR. CORRELL: Your Honor, Mr. LaPierre feels well  
4 enough to go till three o'clock, if that's suitable or  
5 agreeable to the Court.

6 MS. CONNELL: That's fine with the plaintiff, your  
7 Honor. We discussed it earlier with Mr. Correll.

8 There's a one issue I'd like to raise before the  
9 jury comes out, if that's okay, very quickly:

10 I believe you made a ruling that we could not use  
11 the investigatory examination under oath to impeach  
12 Mr. LaPierre. That was a videotaped deposition under oath.  
13 We're only using it just for impeachment, not for straight  
14 admission; and we believe it's admissible, under CPLR 4514  
15 and the Guide to New York Evidence 6.15, for impeachment  
16 purposes.

17 THE COURT: Yeah, I -- my recollection of --

18 The statute I'm thinking of is the statute about  
19 use of prior testimony if it's not something where the  
20 witness has been given access to it.

21 So you're saying that that is solely for purposes  
22 if you're going to use it as substantive evidence?

23 MS. CONNELL: Yes, your Honor, without waiving the  
24 right to argue that it could be used for other purposes.

25 Here, we were using it solely for impeachment.

1           And, again, this is a deposition transcript that  
2           has been given to counsel; they have the videotape.  If  
3           there is a question --

4           THE COURT:  Yeah, it's not a question of whether  
5           they have access to it.  I just had always understood that  
6           rule was that when the transcript is not -- they haven't had  
7           a chance to review the transcript, that there was some issue  
8           about it.  Again, it all came up rather quickly, without a  
9           lot of briefing.

10          Counsel?

11          MR. CORRELL:  Yes, your Honor.

12          The problem is multifaceted.  One is not being able  
13          to object, not being able to cross-examine, and also not  
14          having the transcript and be able to read it and correct it.

15          So, if testimony was given in --

16          THE COURT:  Well, I understand the theory.  I just  
17          want to know whether any other people in black robes have  
18          addressed this question before.

19          MR. CORRELL:  Unfortunately, your Honor, I'm not  
20          prepared to address that right now, but if you give me an  
21          opportunity, I could address it later.

22          I just thought that --

23          THE COURT:  Okay.

24          Yeah, look, I'm not generally a big fan of these  
25          kind of transcripts because, you know, they're useful for

1 the investigation but there is an element of them that is,  
2 you know, at least in some circumstances, potentially --  
3 that, you know, there could be errors in the transcript.

4 But --

5 MR. CORRELL: Your Honor, the only reason --

6 THE COURT: -- I'll stay with my ruling for now,  
7 and I'll take a look at it; the law, and see if --

8 Do you have any cases that say you can use it for  
9 other purposes?

10 MS. CONNELL: We'll get them to your Honor. We  
11 thought we had previously identified them to you, your  
12 Honor. And, again, this is for impeachment.

13 THE COURT: You may have.

14 MS. CONNELL: I know, in the raft of the  
15 submissions -- and I'm sorry; I did not mean that to come  
16 across the wrong way.

17 But this is not a matter of hearsay. This is a  
18 party admission that they've had possession of for years,  
19 that they've had the videotape of.

20 THE COURT: Right.

21 Is it 3117, CPLR? There's a CPLR section on use of  
22 transcripts.

23 MS. CONNELL: Yes, I believe, 3117; but there's  
24 also 4514, as well.

25 THE COURT: All right. Well, I don't think I have

1 my copy of all that with me.

2 I'll take a look at it.

3 All right, let's get the jury.

4 And Mr. LaPierre.

5 (The witness resumed the stand.)

6 THE COURT: Since I spent five minutes on that, can  
7 we go to 3:05? That's when we would normally take the  
8 break; around then, anyway.

9 MR. CORRELL: I think that's fine, your Honor.

10 THE COURT: Okay.

11 COURT OFFICER: Is the Court ready for the jury?

12 THE COURT: Yes, sir.

13 COURT OFFICER: All rise. Jury entering.

14 (The jury entered the courtroom.)

15 THE COURT: Okay, welcome back. Have a seat.

16 All right. If everyone is ready, Mr. Conley, you  
17 can continue.

18 MR. CONLEY: Thank you, your Honor.

19 DIRECT EXAMINATION CONTINUED

20 BY MR. CONLEY:

21 Q Good afternoon, Mr. LaPierre.

22 A Good afternoon.

23 Q So, before the break, we were discussing the Ackerman  
24 out-of-pocket invoice arrangement; correct?

25 A Yes.

1 Q I'd like to go through some of the out-of-pocket  
2 invoices, if we could.

3 Could you please turn to the -- unfortunately -- the  
4 second binder. It's Binder 2, to your left.

5 A Okay.

6 (Binder handed to witness by court officer.)

7 THE WITNESS: Thank you.

8 Q And if you could go to tab 101, which is Plaintiff's  
9 Exhibit 3152, which is in evidence, at 157 ...?

10 A Page -- I'm sorry; page 157?

11 Q Page 148, actually. I'm sorry about that.

12 (Image displayed.)

13 THE COURT: Is this document in evidence?

14 MR. CONLEY: Yes.

15 THE COURT: Okay.

16 A I'm sorry.

17 Q That's okay.

18 A I need to go back. I'm sorry.

19 (Pause.)

20 THE COURT: Page 157?

21 MR. CONLEY: 1 ...

22 A Page 148?

23 Q 148.

24 A Okay, I have it here (indicating).

25 Q And do you have a "tab 101," Mr. LaPierre?

1 A I -- I believe so. I have page -- I have "page 148 of  
2 467" --

3 THE COURT: He's got the one I'm looking at.

4 A Did that make any sense?

5 Q And, Mr. LaPierre, if you look at the screen, is that  
6 the page that you have in front of you?

7 THE COURT: He's looking at something different.

8 A No. I'm sorry. It's not. It --

9 THE COURT: "148" in the page numbers at the  
10 bottom.

11 THE WITNESS: Page 149 -- "148 of 467" is what I'm  
12 looking at.

13 Q Is it the second binder? No, it's not that one.

14 It is that (indicating) one, yeah, and it's tab 101,  
15 which should be the second of three documents; very large  
16 documents.

17 A Oh, wait. I'm getting there. I'm sorry.

18 (Pause.)

19 A Okay. I think I'm with you now. I apologize.

20 Q Okay. I'd like to refer your attention to the second  
21 item down and this appears to be an expense report for "Mike  
22 Dennehy," and it's a purchase for "BH Photo Video"?

23 Do you see that?

24 A Yes. I'm looking at it.

25 Q Okay, great.

1           And do you see where it states: "Purchase of MacBook  
2 Pro, iPad Pro and iPod for Susan LaPierre"?

3           A     I see it.

4           Q     Okay. And if you go a couple below that, a purchase  
5 from "apple.com"; do you see that?

6           A     I do.

7           Q     And this is a separate purchase, through apple.com, for  
8 headphones, an Apple TV and an HDMI cable for Susan LaPierre?

9           A     I see it.

10          Q     And my question is: Do you dispute that Ackerman  
11 McQueen incurred these expenses for Susan LaPierre?

12          A     I don't have any idea, to tell you the truth.

13                 And is an Apple TV a TV?

14          Q     It is not a TV, no. It's an electronic device.

15                 Do you have any knowledge of an Ackerman employee  
16 purchasing these electronic goods for Ms. LaPierre?

17          A     I -- I don't.

18          Q     Okay. Do you have any reason to doubt that they did?

19          A     I -- I -- I just had no -- honestly -- no idea. I  
20 mean, I don't use a computer. I'm totally old school. I  
21 just -- I'm -- I'm sorry. I just don't know.

22          Q     Okay. Just one moment. I want to try to minimize the  
23 page turning as much as I can.

24                         (Pause.)

25          Q     Okay. Mr. LaPierre, if you could turn to tab 100,

1 which is the first document in this binder, and this is also in  
2 evidence; it is Plaintiff's Exhibit 3151 ...

3 (Image displayed.)

4 Q And if you could turn to page 287 ...?

5 (Pause.)

6 A I'm almost there.

7 Okay, I'm on 287.

8 Q Okay. And do you see, on page 287, line items for "21c  
9 Louisville"?

10 A You're on -- I'm sorry. You're on page 287 of 467?

11 Q Yes.

12 THE COURT: That's also a different page than I  
13 have in tab 100.

14 MR. CONLEY: Okay.

15 THE COURT: What's the Bates number on it?

16 MR. CONLEY: "3151."

17 THE COURT: The NYAG number?

18 MR. CONLEY: Oh. The NYAG is "123187."

19 THE COURT: Yeah, that's correct. That was  
20 different.

21 A You're at tab 100?

22 Q Yes.

23 A And I'm sorry; what page, again?

24 Q 287.

25 THE COURT: Okay. Put it back up and see if it --

1           The one on the screen was different than ...

2           Q     Let's go ahead, Mr. LaPierre, and put a pin in this for  
3 a second. I'll ask you some questions on something else, okay?

4           A     All right.

5           Q     Sorry for that.

6                     Let's switch back to the first binder, Mr. LaPierre.

7           A     Okay.

8           Q     Yeah.

9                     We discussed Tony Makris earlier today.

10                    (Court officer handed binder to witness.)

11                    THE WITNESS: Thank you.

12           Q     Mr. McKenzie was the CEO of Mercury Group; correct?

13           A     That's correct.

14           Q     And he was a close friend of yours for about 30 years?

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

16           Q     And he was an advisor to you; correct?

17           A     Yes.

18           Q     And he was like a brother to you; correct?

19           A     Yes.

20           Q     You would socialize together?

21           A     Yes.

22           Q     You would occasionally take vacations together;  
23 correct?

24           A     Well, I don't think vacations, but we traveled  
25 together.

1 Q And you would travel together with your respective  
2 spouses?

3 A Yes.

4 Q And Mr. McKenzie also hosted a television program  
5 called "Under Wild Skies"; correct?

6 A Yes, he did.

7 Q And NRA sponsored that program for several years;  
8 correct?

9 A Yes.

10 Q I'd like to turn to Plaintiff Exhibit 746, which is tab  
11 92 in your binder.

12 MR. CONLEY: I do not believe these are in  
13 evidence -- this exhibit's in evidence -- but I would move  
14 for its admission.

15 THE COURT: This is back to the first binder?

16 MR. CONLEY: This is back to the first binder.

17 MS. ROGERS: No objection.

18 MR. CORRELL: No objection.

19 MS. ROGERS: The cover e-mail -- the cover e-mail  
20 may lack foundation, but no objection to the contract.

21 MR. CONLEY: Your Honor, we would be fine moving to  
22 admit the attachments to the e-mail and not the cover  
23 e-mail, but it -- it --

24 THE COURT: Okay.

25 Any other objections or comments?

1 MR. CORRELL: None for Mr. LaPierre.

2 THE COURT: All right.

3 So, with the representation that the exhibit will  
4 be modified to just be the -- to not include -- the first  
5 page, it's admitted.

6 (Image displayed.)

7 BY MR. CONLEY:

8 Q All right. Mr. LaPierre, if you could turn to page 3  
9 of this exhibit, is this your signature?

10 A Yes, it is.

11 Q On the -- on the right-hand side.

12 A Yes.

13 Q Okay. And this is an agreement that the NRA entered  
14 into with "Under Wild Skies"; correct?

15 A Yes.

16 Q And the term of the agreement was January 1st, 2016 to  
17 December 31st, 2021; correct?

18 A Yes.

19 Q And to your knowledge, was any Business Case Analysis  
20 prepared for this agreement?

21 A I don't think so.

22 Q And was the Contract Review Signature Sheet circulated  
23 and completed?

24 A I'm not sure.

25 Q Do you have any knowledge of one being completed for

1 this agreement?

2 A No, I don't.

3 Q And if you could turn to pages 4 and 5 of this  
4 exhibit --

5 (Image scrolled.)

6 Q Yeah. It's a different layout.

7 A Okay.

8 Q -- this is another agreement that the NRA entered into  
9 with "Under Wild Skies"; correct?

10 A Yes.

11 Q And it was entered into --

12 THE COURT: Can you just rotate the one that's on  
13 the screen? It was turned sideways.

14 (Pause.)

15 (Image modified.)

16 Q And this agreement, this advertising agreement, was  
17 entered into on the same date as the sponsorship agreement;  
18 correct? Or the -- apologies.

19 The sponsorship agreement on pages 4 and 5 of this  
20 exhibit were [sic] entered into on the same date as the  
21 advertising agreement on pages 2 and 3; right?

22 A Yes.

23 Q All right. And this agreement was also for a five-year  
24 term; correct?

25 A Yes.

1 Q And to your knowledge, was a Business Case Analysis  
2 ever prepared for this agreement?

3 A Not that I'm aware of.

4 Q I'd like to turn to tab 32, which is Plaintiff's  
5 Exhibit 2683.

6 MR. CONLEY: This is not in evidence, and I'd move  
7 for its admission.

8 THE COURT: It's PX ...?

9 MR. CONLEY: -2683.

10 THE COURT: And what tab is this?

11 MR. CONLEY: Oh, I -- 93?

12 Did I say that wrong?

13 THE COURT: You said, "32."

14 MR. CONLEY: I apologize, your Honor.

15 Sorry, everyone.

16 THE COURT: What is it now; 93?

17 MR. CONLEY: 93, Plaintiff's Exhibit 2683.

18 MS. ROGERS: Thus is a large cluster of  
19 attachments. Subject to foundation on each, no objection.

20 THE COURT: Is this being offered as one document?

21 MR. CONLEY: It --

22 I'm not sure I follow the question, your Honor.

23 We --

24 THE COURT: Well, the e-mail has about seven -- or  
25 ten -- attachments, and then they're all separate documents

1 that are all included as attachments. Are they grouped  
2 together in a way that you want the whole set to be one  
3 document?

4 MR. CONLEY: Your Honor, no. We are only  
5 seeking -- I was only intending to ask Mr. LaPierre about  
6 two of the agreements in this grouping of contracts that  
7 were transmitted.

8 THE COURT: Yeah.

9 I mean -- look, I mean, I understand you have them  
10 as attachments to an e-mail, but you -- I think you could  
11 introduce them as independent documents. But it's going to  
12 be kind of hard to do in this context, because they're all  
13 clumped together in one large compilation; right?

14 (Mr. Conley nodded.)

15 THE COURT: So which --

16 MR. CONLEY: The contracts are on pages 6 and 7 and  
17 on pages 70 and 71.

18 MS. ROGERS: The NRA would have no objection to  
19 those two contracts.

20 THE COURT: Right.

21 I mean, what we've done before, I guess, is divided  
22 this exhibit into two parts; so PX 263 -- 2683 -- I don't  
23 know whether we did -A and -B or -1 and -2 or something.

24 But there's no reason to introduce --

25 MR. CONLEY: Sure.

1 THE COURT: -- all of the attachments, right?

2 So the document at this exhibit, pages 6 and 7, can  
3 be admitted as, I guess, what we'll call "PX 2683" --

4 What are we going with; "-A" or "-1"?

5 MR. CONLEY: -A.

6 THE COURT: Okay. So that's admitted.

7 We'll re-number them.

8 MR. CONLEY: And, your Honor, with respect to the  
9 other agreement that's at pages 70 and 71, I would -- we  
10 could number that "PX 2683-B"?

11 THE COURT: "-B," yes.

12 MR. CONLEY: Okay.

13 THE COURT: And that's admitted as well.

14 (Continued on next page.)  
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25

1 Q Mr. LaPierre, I'll ask you first about the agreement on  
2 pages six and seven of this exhibit as the sponsorship  
3 agreement. Do you have that in front of you?

4 A Yes, I do.

5 Q And on page 7 is that your signature on the right?

6 A (Examining). Yes, it is.

7 Q Okay. And if we flip to pages 70, 71.

8 A I'm sorry. Pages 70 and 71?

9 Q Yes. It's the advertising agreement. Do you see that?

10 A I have the amendment services agreement, page 8 of 95,  
11 9 of 95.

12 Q If you flip -- if you flip back one page, I think  
13 you'll be there. Yeah. Mr. LaPierre --

14 A Yes, I think I have it right in front of me.

15 Q Yeah. On the right-hand side at the bottom of page 71  
16 is that your signature?

17 A Yes, it is.

18 Q Okay. You entered into these agreements with Under  
19 Wild Skies, the sponsorship agreement and the advertising  
20 agreement, on the same day of January 24, 2018, correct?

21 A Yes.

22 Q And these agreements extended the NRA's contracts with  
23 Under Wild Skies to 2025, correct?

24 A Yes.

25 Q And when you signed these contracts in 2018, the NRA

1 already had agreements in place that went into 2021, right?

2 A Yes.

3 Q Mr. Makris requested this extension, correct?

4 A Yes.

5 Q And you approved it, correct?

6 A Yes, I did.

7 Q And no business case analysis was prepared for these  
8 2018 agreements with Under Wild Skies, correct?

9 A That's correct. I believe so.

10 Q And the NRA paid compensation to Mr. Makris in addition  
11 to the sponsorship and advertising agreements, correct?

12 A He was a -- he was an executive with Ackerman McQueen  
13 and then he had -- he had an agreement to pay for sponsorship  
14 events and costs of taking people on -- on hunts and donors and  
15 things like that.

16 Q And so Mr. Makris sent supplemental invoices to NRA  
17 several times a year, correct?

18 A Yes, did he.

19 Q And each of these invoices were just shy of \$100,000,  
20 correct?

21 A That's what it appears to be now.

22 Q And the NRA paid Mr. Makris approximately \$600,000 a  
23 year in connection to these supplemental invoices, right?

24 A That's what I know now.

25 Q And if you could turn to tab 94 in your binder, which

1 is Plaintiff's Exhibit 2650.

2 MR. CONLEY: These are admitted, I believe.

3 THE COURT: Okay.

4 Q If you could flip a few pages, two through eight, Mr.  
5 LaPierre, of this exhibit. My question is, are these some of  
6 the supplemental invoices Mr. Makris billed to the NRA?

7 A (Examining). Yes, they are.

8 Q Okay. And on page 3 at the bottom of the invoice is  
9 that your signature?

10 A (Examining). Yes, it is.

11 Q And if you look at the remaining --

12 MR. CONLEY: Jesse, could you publish. Yes.

13 Q Again, Mr. Makris, if you look at the bottom of page 4,  
14 is that your signature as well?

15 A Yes, it is.

16 Q Okay. And if you flip through five through seven,  
17 those are your signatures too, right?

18 A That is correct. Yes.

19 Q Okay. And the NRA believes that these invoices were  
20 fraudulent, correct?

21 A Yes. When we started our 360 degree review, we asked  
22 Mr. Makris for backup, because these were suppose to have actual  
23 expenses backing them up on sponsorship events and -- and real  
24 costs that -- that he incurred. And he could not provide -- did  
25 not provide us with any backup. And he preemptively sued us,

1 which ended Under Wild Skies and also this.

2 Q Okay. You have appeared on episodes of Under Wild  
3 Skies, correct?

4 A Yes.

5 Q And so has your wife, Susan LaPierre?

6 A Yes.

7 Q And in connection with those episodes, you travel to  
8 different places around the world for hunts and safaris,  
9 correct?

10 A Yes.

11 Q And in connection with these Under Wild Skies episodes,  
12 you've participated in several safaris overseas, yes?

13 A Yes.

14 Q You've gone on a hunting trip in Argentina, correct?

15 A Yes.

16 Q And a safari in South Africa?

17 A Yes.

18 Q And an elephant hunt in Botswana?

19 A Yes.

20 Q Under Wild Skies covered your expenses for all of these  
21 hunts, correct?

22 A Yes.

23 Q They covered your airfare with the guides, the permits  
24 all of that, right?

25 A Yes.

1 Q And they also paid for you to preserve hunting trophies  
2 for those trips, correct, to send them back to your home in  
3 Virginia?

4 A Yes.

5 Q How much free taxidermy did you accept from Under Wild  
6 Skies?

7 A They had a practice of sending taxidermy back to people  
8 that run the shows, not all of it, but some of it.

9 Q And did you receive any?

10 A Yes.

11 Q And -- Okay. And do you recall what you received?

12 A Various animals, impala, Buffalo, gemsbok, a crocodile,  
13 which went immediately to the Bass Pro Wildlife Museum in  
14 Springfield. The ivory from the elephant that went into the NRA  
15 museum and some other taxidermy that I gave away to people.

16 Q All right.

17 A I wasn't a trophy room guy. Never have been.

18 Q All right. You hired Millie Hallow, correct?

19 A She was originally an intern in our membership division  
20 and then I hired her to work for me directly.

21 Q And Ms. Hallow worked directly for you for  
22 approximately 25 years, correct?

23 A That sounds about right.

24 Q In the mid 2000s PricewaterhouseCoopers was the NRA's  
25 external auditor, correct?

1 A Yes.

2 Q PWC was the NRA's external auditor before the NRA  
3 retained RSM, is that right?

4 A Yes.

5 Q PWC would audit the NRA's financial statements,  
6 correct?

7 A Yes.

8 Q And in the mid 2000 PWC raised concerns about Millie  
9 Hallow's expenses, correct?

10 A Yes.

11 Q And in the mid 2000s the NRA's audit committee directed  
12 PWC to investigate Millie Hallow's expenses, correct?

13 A Yes, there was an investigation.

14 Q And PWC issued a report, correct?

15 A Yes.

16 Q And PWC interviewed you in its investigation, correct?

17 A They did.

18 Q Did you read the report?

19 A I have never read it.

20 Q Are you familiar with the reports findings?

21 A I talked to our general counsel of the board, Steve  
22 Shulman, after it was completed and I said --

23 MS. ROGERS: Objection. Sorry. I'm going to  
24 instruct the witness not to testify about what counsel  
25 advised him.

1 Q As a result of PWC's investigation, the NRA revoked  
2 Ms. Hallow's credit card privileges, correct?

3 A I think so.

4 Q And the NRA started having Lisa Supernaugh review  
5 Ms. Hallow's expenses, correct?

6 A I believe that's correct.

7 Q Ms. Hallow's credit card privileges were later  
8 restored, right?

9 A I believe so.

10 Q And Ms. Hallow was also given a budget for her  
11 expenses, correct?

12 A I'm not sure.

13 Q You're not aware of whether Ms. Hallow's was given a  
14 budget for her expenses?

15 A No.

16 Q When Gayle Stanford was providing travel services to  
17 the NRA, Ms. Hallow would book travel through her, correct?

18 A Yes. I believe.

19 Q And she continued to book travel through Gayle Stanford  
20 after the PWC investigation into her expenses, correct?

21 A I think that's true.

22 Q Ms. Hallow spent hundreds of thousands of dollars in  
23 NRA funds on black car services in the last ten years, correct?

24 A I know she -- she used those services. I don't know  
25 how much she spent. I didn't see the bills.

1 Q But sitting here now, you're aware that she spent  
2 hundreds of thousands of dollars in NRA funds on black car  
3 services, correct?

4 A I now know there were a lot of black car services that  
5 she ordered.

6 Q I -- I'm not sure you quite answered my question, Mr.  
7 LaPierre. I'll try it one more time. Yes or no, sitting here  
8 now are you aware that Ms. Hallow spent hundreds of thousands of  
9 dollars of NRA funds on black car services, is that true?

10 A I don't know the amount. I know -- I don't know the  
11 amount, but yes, I believe that's true.

12 Q And these expenses were incurred after PWC's  
13 investigation, correct?

14 A Yes. PWC investigation was early 2000 sometime, I  
15 think.

16 Q Would you agree that a lot of those expenses were --  
17 were not prudent or in the best interests of the NRA?

18 A I believe that I did not approve a lot of them, and I'm  
19 not sure what they all were. I didn't see the invoices. In  
20 fact, I didn't see most of the invoices until I was looking at  
21 this booklet the other night, two nights ago.

22 Q So, sitting here today you're not sure one way or the  
23 other whether the expenses were prudent or in the best interests  
24 of the NRA, is that fair?

25 A I think some of them were and some of them probably

1 weren't.

2 Q I hate to do this, but could we shift to binder three.

3 A Sure.

4 Q And, Mr. LaPierre, if you could please turn to tab 107,  
5 which is Plaintiff's Exhibit 3125.

6 MR. CONLEY: This is not in evidence. And I move  
7 for its admission.

8 A I'm sorry. Where are you, counselor?

9 Q It's tab 107.

10 A Okay.

11 MS. ROGERS: No objection.

12 MR. CORRELL: No objection.

13 THE COURT: Okay. PX 3125 is admitted.

14 Q Do you have that in front of you, Mr. LaPierre?

15 A Yes, I do. I'm sorry.

16 Q No. No. It's okay. So this invoice is for black car  
17 services, correct?

18 A Yes.

19 Q It's your understanding that the NRA paid this invoice,  
20 right?

21 A I believe probably so.

22 Q If you look to -- on the left-hand side, in the middle,  
23 next to passenger, do you see the name Ian Walters?

24 A I do.

25 Q And Ian Walters is Millie Hallow's son, correct?

1 A Yes.

2 Q And he does not work for the NRA, correct?

3 A That's correct.

4 Q And if you look below the passenger name, pick up and  
5 stops, would you agree this invoice reflects a pick up at Penn  
6 Station in New York and a drop off in Washington, D.C.?

7 A Yes.

8 Q And this invoice was for \$1,285, correct?

9 A Yes.

10 Q Would you agree that this expenditure was not in the  
11 best interest of the NRA?

12 A Yes.

13 Q And would you agree that as the executive vice  
14 president you have a responsibility to insurance that Millie  
15 Hallow's expenditures are prudent?

16 A Yes, but not if it was done behind my back. I didn't  
17 know about it.

18 Q And it's your testimony that this invoice was for black  
19 car -- for black car services that were behind your back?

20 A I did not know about this.

21 Q Who did Millie Hallow report to when she was at the  
22 NRA?

23 A She reported to me.

24 Q Mr. LaPierre, if you could turn to tab 108, which is  
25 Plaintiff's Exhibit 3126.

1 MR. CONLEY: This is not in evidence. I move for  
2 its admission.

3 THE COURT: It looks like a similar invoice.

4 MS. ROGERS: No objection.

5 MR. CORRELL: No objection.

6 THE COURT: It's admitted.

7 Q Mr. LaPierre, you can take a moment to flip through  
8 this invoice. My question is, this is an invoice for black car  
9 services that Ms. Hallow arranged in France in 2018, correct?

10 A Yes.

11 Q And it's your understanding that the NRA paid this  
12 invoice, right?

13 A Yes.

14 Q Several board members were on this trip in France,  
15 correct?

16 A Correct.

17 Q Including Carolyn Meadows?

18 A Correct.

19 Q If you turn to page 3, there appear to be confirmation  
20 numbers for two cars on August 5th. If you -- The top one shows  
21 a start time of 17:00 to 22:00?

22 A Yes.

23 Q Do you see that? And it has a pick up and drop of at  
24 the same hotel, do you see that?

25 A Yes, I do.

1 Q The charge for that was approximately \$1,100, correct?

2 A Yes.

3 Q And below that is another confirmation number for the  
4 same evening with the start time and in time of 5:00 p.m. to  
5 11:00 p.m., and it shows a fee of \$1,381, do you see that?

6 A I do.

7 Q And so would you agree that this is for about \$2,500  
8 for two SUVs for one evening?

9 A That's what it says, yes. I agree.

10 Q Okay. And if you could turn to page 5. There appear  
11 to be charges for the following day, August 6th.

12 A Yes.

13 Q And it shows a pick up at a hotel and then a stop for  
14 dinner as directed. Do you see that on the -- at the top?

15 A Yes, I do.

16 Q Okay. And the total for that car was about \$2,000. Do  
17 you see that?

18 A Yes, I do.

19 Q Okay. And below that, starting on the same day, it  
20 appears to be another confirmation for a second car and for  
21 13 hours of time, shows a total about \$3,000. Do you see that?

22 A Yes, I do.

23 Q Okay. And if you could flip to the last page of this  
24 exhibit. Well, the second to last page. Sorry. Do you see  
25 that the last confirmation is August 19th is the date,

1 August 19th, 2018. Do you see that?

2 A (Examining). Yes, I do.

3 Q Okay. And at the bottom you see total cost of trips,  
4 and to the right it shows \$98,695.85?

5 A Yes, I see it.

6 Q Okay. And so would you agree that over approximately a  
7 two week period for two chauffeur SUVs the NRA paid  
8 approximately \$100,000?

9 A Yes, they did.

10 Q Did you authorize this expense?

11 A No, I did not.

12 Q Did Ms. Hallow arrange this trip?

13 A Yes, she did. It was -- May I explain?

14 Q You can certainly explain with your counsel. I was  
15 just asking a yes or no question. Thank you, Mr. LaPierre.

16 All right. In 2012 Ms. Hallow had the NRA pay the  
17 expenses for her son's wedding, correct?

18 A I know that now.

19 Q And you were told in 2018 that Ms. Hallow had done  
20 this, correct?

21 A I was told by Tony Makris and Josh Powell. And they  
22 talked something about Millie's wedding and an expense that the  
23 NRA paid. And I immediately went to Millie and I asked her  
24 about it. She said that's completely untrue. She said that  
25 this guy, Erickson, would never be at the wedding. And I

1 believed her for a time, until six months later it came up in  
2 the media, a story about it. And then I asked lawyers to do an  
3 investigation, and turned it over to them, and it turned out to  
4 be true.

5 MS. ROGERS: Mr. LaPierre, don't testify about what  
6 the lawyers told you.

7 Q And so Ms. Hallow had lied to you, correct?

8 A Yes.

9 Q Now, back in 2018, when Mr. Makris and Mr. Powell  
10 raised this with you, you didn't ask anyone for back up  
11 documentation to verify that was true, did you?

12 A They didn't have any, and I know that neither one of  
13 them liked Millie and Millie didn't like them. I thought there  
14 was a grudge between the three of them.

15 Q At that time did you inquire with anyone else at the  
16 NRA to verify whether that was true or not?

17 A No. I trusted -- I trusted Millie to tell you the  
18 truth.

19 Q When you discovered that Ms. Hallow had lied to you,  
20 you didn't confront her with the information, did you?

21 A Yes, I did. I turned it over to the lawyers and --

22 MS. ROGERS: Mr. LaPierre, please don't testify  
23 about the lawyers. Sorry.

24 THE COURT: That part is not privileged.

25 A I requested an investigation.

1 Q But my question was, when you discovered that  
2 Ms. Hallow had lied to you, you didn't confront Ms. Hallow  
3 directly with that information, right?

4 A Yes. I was really upset with it, and I requested an  
5 investigation of the whole matter.

6 Q I don't think -- I might be misunderstanding your  
7 answer. I don't think you're answering my question. There was  
8 a point in time when you learned that Ms. Hallow had lied to  
9 you, right?

10 A I read in the papers that there was some South Dakota  
11 company that I never heard of. Some guy name Erickson that had  
12 been paid some money and the wedding, and I'm like I was  
13 screaming bloody murder about it, not only to Millie, but to  
14 everyone else, and I wanted an investigation.

15 Q When you learned that she had lied, did you approach  
16 and actually talk about it with her? Did you ask her for any  
17 information?

18 A Again, I requested an internal investigation of the  
19 whole thing with the attorneys and let them handle it.

20 THE COURT: Counsel, we're going to take our  
21 afternoon break now. I have to take care of something as  
22 well. So, we'll take a short break.

23 THE COURT OFFICER: All rise. Jury exiting.

24 (Whereupon the jury panel departed the courtroom.)

25 THE COURT: All right. So, I take it we'll shift

1 over now to the deposition. I'm just going to describe it  
2 as just a, you know, scheduling thing. And we're going to  
3 continue the testimony on Monday. And the deposition will  
4 commence at that point.

5 And in terms of -- This is the Spray deposition  
6 you're going to play excerpts from. You're going to do the  
7 deposition one, which the objections have already been  
8 adjudicated?

9 MS. CONNELL: Yes, your Honor.

10 THE COURT: Okay. See you soon.

11 MR. CORRELL: Thank you, your Honor.

12 (Witness excused.)

13 (Whereupon a recess was taken.)

14 THE COURT: Before we get the jury, I found a  
15 scoundrel in the black robe that I looked at and resembles a  
16 striking resemblance to me, which is why I remembered the  
17 issue a few years ago in a case between the Attorney General  
18 and Domino's Pizza. I addressed the admissibility of  
19 investigative transcripts. And the part I remember was that  
20 I ruled that it would be unfair to admit franchisee  
21 deposition transcripts that had not -- that Domino's had not  
22 been allowed to participate in and where there was no  
23 writing and signing. But in the same decision I said that  
24 those transcripts could be used against the party, because  
25 the party is able to respond and tell its own story.

1           So in this situation, for example, if used for  
2           impeachment, whatever might have happened at the  
3           investigation transcript, Mr. LaPierre could present his  
4           side of the story. I didn't say that. Or if I had seen  
5           the transcript, I would have changed it. So, anyway, and --  
6           and CPLR 4514 simply requires that the prior statement be  
7           under oath to be usable as impeachment. So, I think I  
8           remembered the, I guess I could say, I remembered the tune  
9           of the song but I got the lyrics wrong.

10           So I think that, you know, having thought about it  
11           and looked back at my prior ruling, they can use a party's  
12           own investigative transcript for impeachment purposes and  
13           the party can -- is not disadvantaged in responding to that.  
14           And so I think that's the way I will proceed.

15           I do think I would follow my prior ruling about not  
16           using it against a different entity, because that party had  
17           no ability to be there. This particular testimony really  
18           only related to Mr. LaPierre. I don't think it related to  
19           the other parties.

20           MS. CONNELL: And the NRA, your Honor.

21           MR. CORRELL: Your Honor, could we have -- Sorry.  
22           Your Honor, could we have a limiting instruction that he was  
23           not allowed to object or cross examine at the time, was not  
24           allowed to --

25           THE COURT: No, because it's a different question.

1 You know, when presented with that, he can say well, I don't  
2 remember saying that or I was never given the transcript to  
3 sign or whatever and, you know, but it was just being used  
4 to show an inconsistent statement and it's under oath. So  
5 that's the way I think that works.

6 My decision wasn't appealed, so I don't know  
7 whether other judges would have a different view. But  
8 having thought about it, I think I would come out the same  
9 way.

10 All right. Jury ready?

11 THE COURT OFFICER: Yes.

12 MS. CONNELL: Your Honor, we forgot the instruction  
13 to Mr. LaPierre about discussing his testimony. I'm sure  
14 counsel will relay that.

15 THE COURT: Well, I told him that before the lunch  
16 break and he's heard it ten or 12 times.

17 MS. CONNELL: I'm not asking that he be called  
18 back, your Honor. I was just raising the issue.

19 THE COURT: Okay.

20 MR. CORRELL: He's well aware of that instruction.  
21 He's mindful of it.

22 THE COURT: All right. Do you have a sense for how  
23 much longer the direct will be?

24 MS. CONNELL: I don't, your Honor, but I can e-mail  
25 the parties.

1 THE COURT: We're deep into binder three at this  
2 point.

3 MS. CONNELL: I'm hoping it's not very much longer.  
4 I don't anticipate it being very much longer. Mr. Conley  
5 made a concerted effort to move quickly.

6 THE COURT: All right. Look, my hope is not to  
7 spread the testimony into three days, and to try to use a  
8 similar amount of time on Monday to try to finish this, if  
9 possible. Obviously he's an important witness, so we'll  
10 take the time we need.

11 MS. CONNELL: No, your Honor. We don't anticipate  
12 taking anything like the amount of time today. It should  
13 be, you know, much less. But we will let you know.

14 THE COURT: We do have other people who are going  
15 to ask questions potentially.

16 MS. CONNELL: Of course. No, I'm just letting you  
17 know plaintiff's position.

18 One final issue on Mr. Spray.

19 THE COURT: On that note. I mean, one thing, this  
20 is going to be up to Mr. LaPierre's counsel, you know, to --  
21 to preserve or shift the burden around a little bit. He can  
22 obviously defer some of the questioning now till the  
23 defendants' case, but that's a tactical decision. I'm not  
24 going to tell him what to do. All right. Anything else?

25 MS. CONNELL: Your Honor, there was that one aspect

1 or one small portion of Mr. Spray's testimony that your  
2 Honor had an unresolved hearsay question about. It  
3 pertained to --

4 THE COURT: Probably not going to get to that today  
5 though, right?

6 MS. CONNELL: I don't think so, but I wanted to  
7 highlight it. It's a very small portion.

8 THE COURT: So, do you have clear evidence that  
9 when he says, I later found out, I forgot what the exact  
10 words were, I discovered, I don't remember what words he  
11 used, but it was something that made it sound like to me I  
12 would ask a follow-up question, well, who told you that.

13 MS. CONNELL: So, yes, your Honor. The testimony  
14 and the document, the exhibit that was discussed there  
15 showed that he asked his staff to say who is getting first  
16 class air travel. And they came back and said well, at  
17 least here's some of the people. He said, this is a total  
18 breakdown, not acceptable.

19 THE COURT: Well, that's the part -- And I know  
20 there is a hearsay within hearsay there, right. In other  
21 words, he doesn't identify who it was. So, you know, maybe  
22 you could say if he said, Well, Sonya Rowling told me and  
23 you can go and talk to Sonya Rowling about it. But it's  
24 sort of a general statement where there is no way to cross  
25 examine or determine the credibility of where he got the

1 information from.

2 MS. CONNELL: I don't agree, your Honor. I think  
3 both the exhibit and his testimony made clear which NRA  
4 staff member he -- staff members he was speaking to. And  
5 then you can see who exchanged -- who was in the e-mail  
6 exchange.

7 THE COURT: Well, I'll take another look at it.  
8 Look, you also had a whole deposition in this case to probe  
9 that, you know, is it still happening now argument or idea  
10 and for whatever reason didn't. So, I was a little  
11 uncomfortable with it. I'll take another look at it. But  
12 there is no otherwise admissible document, internal business  
13 records sort of saying here's an investigation we did. We  
14 found that this was actually going on. Contemporaneous  
15 documents saying -- You know, if you have -- if you have  
16 other admissible evidence to show exactly who or how it was  
17 discovered, that would be a different question.

18 MS. CONNELL: Your Honor, the portion of his  
19 testimony that we're talking about, he indicates that they  
20 looked at the travel records as to who had flown first  
21 class. They gathered the names of people who had flown  
22 first class.

23 THE COURT: Right. But do you have that evidence  
24 now?

25 MS. CONNELL: Included in the e-mail we have it.

1 We don't have -- As you know, it's something we raised over  
2 and over again. We don't have like reports from internal  
3 investigations or other investigations.

4 THE COURT: I'm talking about contemporaneous  
5 business records showing continued use of whether it's  
6 private or first class.

7 MS. CONNELL: You mean the first class flights he  
8 was complaining about in that portion of his testimony?

9 THE COURT: Correct.

10 MS. CONNELL: We may have that.

11 MS. ROGERS: In fact, there are Form 990  
12 disclosures that explain which persons were looked at and  
13 what the findings were.

14 THE COURT: Well, so then what's the objection  
15 to --

16 MS. CONNELL: Right.

17 MS. ROGERS: Well, we don't have an objection to  
18 the Form 990. Hearsay within hearsay in a deposition is a  
19 different matter.

20 THE COURT: Okay. All right. Look, I'll make a  
21 final call on it before you're ready to use it. It's just a  
22 portion of that portion. So it's just -- it was the part  
23 that concerned me was the back and forth where he just said  
24 -- essentially somebody told me it's still going on. And  
25 given that that's, you know, seemed to me potentially one of

1 the substantive uses you were intending to make of that  
2 testimony, I saw some potential.

3 MS. ROGERS: Your Honor, I just wanted to note one  
4 more thing quickly. Underscoring the hearsay problem, if  
5 you look at the Form 990, what you'll discover is that what  
6 someone told him turned out not to be entirely true and the  
7 990 says oops, it turns out this guy paid for his own  
8 upgrades essentially.

9 THE COURT: Well, I'm less concerned -- Well, the  
10 990 is fine. But the underlying documents, if they have  
11 them, if they are in the record and they want to use those  
12 actual documents to show what was still going on in 2021 I  
13 think it was --

14 MS. CONNELL: Yes, your Honor. That was -- Yes,  
15 your Honor. He was deposed in 2021. He was still treasurer  
16 of the NRA at that time technically.

17 THE COURT: I'm saying you have discovery from that  
18 period. So if the underlying evidence --

19 MS. CONNELL: Yes.

20 THE COURT: -- upon which he was relying, then why  
21 not just use that direct evidence rather than his secondhand  
22 summarization of it?

23 MS. CONNELL: I think the point that we were  
24 concerned with is that he as treasurer was saying we're not  
25 having -- whether it's 20 people or these five people, that

1 we can't have this continue. There should not be verbal  
2 approvals.

3 THE COURT: You're admitting it essentially for the  
4 truth of that these people were doing it. And it's  
5 troubling. If the only evidence you have of that is him,  
6 and sort of language that I found at least to suggest that  
7 it may not have been firsthand knowledge, then that's all  
8 you're asking. You're asking the jury to -- to take his  
9 statement in that transcript for the truth of the matter  
10 asserted. I'm not sure how you get there.

11 MS. CONNELL: Your Honor, now I think I understand  
12 the Court's concern. I think I can address it more  
13 pointedly. I think the 990 helps us. But I can summarize  
14 it very shortly for you. I think we can make it admissible.

15 THE COURT: Okay.

16 MS. CONNELL: Thank you.

17 THE COURT: All right. How long is the first  
18 transcript, the deposition of Spray? How long is that? How  
19 long?

20 THE TECHNICIAN: Seven minutes for the first one.  
21 One hour and 23 minutes for the second one.

22 MR. SHIFFMAN: The one that we're talking about  
23 with the issue is the third, that's a short one.

24 MS. CONNELL: The second one, the longer one is --  
25 it's largely audio with picture with documents. It was very

1 document intensive and that's how it has to be displayed.

2 THE COURT: Okay. Let's get the jury.

3 THE COURT OFFICER: All rise. Jury entering.

4 (Whereupon the jury panel entered the courtroom.)

5 THE COURT: Okay. Have a seat, please. So for  
6 scheduling and logistics reasons we're going to do a short  
7 shift here. We're going to shift to a deposition transcript  
8 of the State's next witness. And Mr. LaPierre is going to  
9 resume on the stand on Monday morning.

10 So, who is the next witness, Ms. Connell?

11 MS. CONNELL: The NRA former CFO and treasurer,  
12 Craig Spray.

13 THE COURT: This is a witness who is not available  
14 to be here. And in those circumstances the testimony that  
15 was, as you'll hear under oath, is admissible as if he was  
16 here. So, I believe there is -- there is a short clip from  
17 his first day and then a longer clip of about an hour of his  
18 second day. All right.

19 (Whereupon the video is being played.)

20 MR. FLEMING: Your Honor, I'm so sorry. Can we  
21 approach?

22 THE COURT: Okay.

23 (Whereupon the following proceedings were held at a  
24 side bar conference.)

25 THE COURT: What's the issue?

1 MR. FLEMING: So this may be my mistake. This is  
2 not the first day of Mr. Spray's deposition. This is the  
3 investigative interview. I had thought we were talking  
4 about not being part of this, but maybe I misunderstood.

5 MR. SHIFFMAN: It's only his background information,  
6 and all parties agreed to put it in.

7 THE COURT: So this is nothing substantive other  
8 than just the background?

9 MS. CONNELL: Just the background.

10 MR. FARBER: I agreed to that.

11 MR. SHIFFMAN: There was no objection to it I  
12 thought. There is similar testimony from his other excerpt  
13 that was videotaped. Because this was videotaped, we didn't  
14 receive any objection.

15 MS. CONNELL: It was circulated for some time.

16 THE COURT: If it was more substantive.

17 MR. FLEMING: Understood. I apologize.

18 THE COURT: No problem.

19 (Whereupon the following proceedings were held in  
20 open court.)

21 THE COURT: The first portion you're going to hear  
22 is from a deposition during the investigation, which  
23 ordinarily is not what you would hear, but it's going to be  
24 some background information about his education and the  
25 like. So, while there might be some objection to other

1 things coming out of that deposition, I think the parties  
2 all agree now that just the background is pretty plain  
3 manila and worth doing on video. The second day is really  
4 going to be audio and a transcript. So, they thought they  
5 you should get to see it.

6 So, if you can queue it back up and continue.

7 (Whereupon the video is being played.)

8 THE COURT: All right. That's the end of that  
9 transcript. Now we're going to move on to the deposition,  
10 right?

11 MS. CONNELL: Yes, your Honor.

12 THE COURT: We're not going to probably finish this  
13 whole thing. We'll get close.

14 MS. CONNELL: Thank you, your Honor.

15 (Whereupon the video is being played.)

16 MR. FARBER: Judge, could we be heard?

17 THE COURT: I'm sorry?

18 MR. FARBER: Could we approach at side bar?

19 THE COURT: Aren't all these objections, weren't  
20 they all presented to me? Hasn't this all been resolved?

21 MR. FARBER: It appears that there may be some  
22 material, which you sustained an objection that is being  
23 played it appears.

24 THE COURT: Okay. Well, I don't know if we need a  
25 conference for that. We just need to figure out if that's

1 true. So --

2 MR. FARBER: Agreed.

3 THE COURT: -- why don't we take, I guess, a short  
4 break. We don't have to let everybody scatter, because that  
5 will take forever to get us back. Can you all go off  
6 somewhere and show them what you think I sustained that they  
7 are playing and see if we can fix it? Well, let me not ask  
8 that as a question. We're going to go off the record.  
9 You're going to go talk about it and come back and tell me  
10 if we need to change anything, okay.

11 MS. CONNELL: Yes, your Honor.

12 THE COURT: So, you don't need me for this, because  
13 I've already given you my rulings. See you soon.

14 THE COURT OFFICER: All rise. Jury exiting.

15 THE COURT: The jury is not exiting unless they  
16 really have to. We're better off just sheltering in place.

17 (Whereupon a discussion off the record between the  
18 attorneys was held outside of the courtroom.)

19 THE COURT: They're coming in one at a time. I  
20 don't know if that's a good or bad sign. You know what,  
21 tell them to come on in. I think it's executive decision  
22 time.

23 So, counsel, I think it's executive decision time.  
24 It's 4:27 on a Friday afternoon. Whatever you come up with,  
25 we're going to have at most five or ten minutes of time.

1 So, I'm going to call it for the week, and you can work this  
2 out for Monday morning. For Monday. You know, I assume you  
3 haven't figured it all out yet, have you?

4 MS. CONNELL: Actually, I think, your Honor, we  
5 have. And I think -- But we can leave it until Monday  
6 morning.

7 THE COURT: Well, I mean --

8 MR. FARBER: Your Honor, I think there is just an  
9 instruction that we ask that you give and then we can break  
10 at that point.

11 MS. CONNELL: Your Honor, there was a question and  
12 an answer that your Honor ruled on and excluded, but then  
13 there is a continued answer that was left in, and I think  
14 that lead us to some confusion. So, in fact, we did play a  
15 question and part of an answer that should have been  
16 excluded. We agreed there was an error in that. The jury  
17 should be instructed. But there was another continued  
18 answer to that question that was not excluded. That's where  
19 the confusion lies.

20 THE COURT: Well, that may have been either you may  
21 have misread -- I don't know why I would have left part of  
22 an answer in.

23 MS. CONNELL: Maybe this is best left for Monday  
24 morning.

25 MR. FARBER: Would you like us to show you the

1 transcript that's at issue?

2 THE COURT: Not particularly. I mean, I will  
3 ultimately before I give the instruction. That's why I  
4 don't think we can sort of do this on the fly, because I  
5 have to understand exactly what it is. It may be that I --  
6 I intended to keep more of it out and it just wasn't clear.  
7 So, having gotten the juror's hopes up to leave, I'm not  
8 going to dash them at this point.

9 So why don't you send me a short note at some point  
10 between now and Monday with exactly what you think I should  
11 do. Where you think we should go. And then it's probably  
12 going to be in the afternoon on Monday when we're actually  
13 going to be affecting this, because we're going to go back  
14 to Mr. LaPierre first thing on Monday.

15 MS. CONNELL: That's right.

16 THE COURT: So --

17 MR. FARBER: Could I suggest, your Honor, we excuse  
18 the jury and maybe very briefly just explain to your Honor.

19 THE COURT: Good idea. Folks, I'm going to dismiss  
20 you when we all talk about this. Please have a good weekend  
21 and remember the instructions. Don't talk about the case.  
22 Don't research it. Just relax and go on with your lives and  
23 I'll see you Monday at 9:30.

24 THE COURT OFFICER: All rise. Jury exiting.

25 (Whereupon the jury panel departed the courtroom.)

1 THE COURT: So now the court staff will be mad at  
2 me.

3 MR. FARBER: I think we can just show your Honor  
4 this one page and I think that may --

5 MS. CONNELL: Can we share it on the screen in some  
6 fashion?

7 THE COURT: Do you have this available on the  
8 screen?

9 MR. FARBER: I have a hard copy.

10 THE COURT: What I would need to understand is what  
11 we sent you with my notes in the margin.

12 MS. CONNELL: That's what we have, your Honor. We  
13 have what Mr. Blaustein returned to us with your rulings in  
14 it. We have it electronically. Mr. Farber has it in hard  
15 copy. And we have no objection to you seeing it.

16 THE COURT: Why don't we go off the record for a  
17 second so you can give me this and I can take a look at it.

18 (Whereupon a discussion off the record was held.)

19 THE COURT: All right. I do remember this now. I  
20 did intentionally sustain the objection only as to lines  
21 nine to 13. As I now look at it, it really doesn't make  
22 sense to break it down that way. And the rest of the answer  
23 should go too, because it's all part of the same answer to  
24 the same question. The most overtly hearsay part of it was  
25 in the nine to 13, but it really doesn't make sense for them

1 to hear the remainder of that. So, the question I suppose  
2 is this is already coming on, right? They have already  
3 played this?

4 MR. FARBER: Unfortunately, yes. So they need an  
5 instruction.

6 THE COURT: Look, and I might as well put this on  
7 the record, the -- the bit I was concerned about was really  
8 the questions. The objection was a little strange in that  
9 it comes into the answer to the previous question and then a  
10 carryover. So, the question was, "Were you aware that the  
11 NRA was making payments to a company affiliated with  
12 Mr. Phillips' significant other?" And the answer was, "I  
13 became aware of that." That's the hearsay. It also is an  
14 embedded assumption in the question.

15 And so I -- I thought his testimony on that was --  
16 was purely hearsay, what somebody told him. And then he  
17 goes on. "I became aware of payments to an individual. I  
18 wasn't aware certainly about any relationship." So, you  
19 know, the question is what's the best way to deal with this.  
20 Frankly, the jury has heard this story from so many  
21 different witnesses. It's not as if there was some  
22 bombshell in this section. But to the extent that it gave  
23 the impression that or he testified as to the truth of the  
24 matter asserted in the question, that is hearsay. So, he's  
25 not an independent witness of that.

1           So, I'm open to how best to deal with it. I think  
2           it almost might end up being -- Well, look, I can describe  
3           it and say there was a back and forth where he says he  
4           became aware of something, of a transaction involving  
5           Mr. Phillips, and that whole answer you should just  
6           disregard.

7           MR. FARBER: Your Honor, what I would ask is that  
8           the jury be instructed that there was a question played from  
9           a deposition where the witness was asked whether he was  
10          aware that the NRA was making payments to a company  
11          affiliated with Mr. Phillips' significant other. That  
12          question and answer -- and the answers should not have been  
13          played and it should be disregarded.

14          THE COURT: Right. Look, I will also say, to take  
15          both sides off the hook, that it was sort of my notes to it  
16          that lead to the confusion. So, I think, because I did  
17          not -- As it was written here, I'll throw it back at you a  
18          little bit, the indication of what was being objected to end  
19          at line 13 and then it doesn't seem to be an objection to  
20          lines 14 going forward for whatever reason. But, in any  
21          event, I should have been clearer that what I was meaning to  
22          exclude when I said sustained as to lines 13 and 14, is to  
23          make it clearer that lines seven and eight, which were the  
24          answer to the prior question, I was not getting rid of that,  
25          'cause that doesn't make any sense, right. So, the prior

1 question was, "How much did he provide you with information  
2 worth paying for?" Then the answer was, "Again, from a  
3 finance perspective we had very little interaction in 2019."  
4 The objection to that didn't strike me as being meritorious.  
5 But the same objection applied to the next question, if you  
6 know what I mean. So, I wasn't intending to impact the rest  
7 of that answer, but I probably should have.

8 So, look, I'm open to -- to that. My guess is they  
9 won't even remember it when I go back to it. The important  
10 thing is is that if they ask, if they do remember it, and  
11 I'll give the instruction that you're describing, if and  
12 when they ask for the relevant transcript to go back to the  
13 jury room, that part won't be in it.

14 MR. FARBER: And what your Honor is saying now is  
15 that you're taking out nine through --

16 THE COURT: Twenty-three.

17 MR. FARBER: -- nine through 23.

18 THE COURT: Right, because it doesn't make sense  
19 to -- to sustain an objection to a question and only part of  
20 the answer and then have an answer coming in with no  
21 question.

22 MR. FARBER: Agreed. Thank you, your Honor.

23 THE COURT: If you look at it from my perspective,  
24 there was no objection at least indicated to the rest of the  
25 answer. Only to part of the answer. I don't really

1 understand why. But I didn't spend a lot of time thinking  
2 through your objections. I mean, why you were objecting to  
3 some things and not others. Anyway, but I think it's fine  
4 to clean it up. I can do it essentially the way you  
5 described it. And we can move on from there.

6 MR. FARBER: Thank you, your Honor.

7 THE COURT: Which is why live witnesses are better.

8 MS. CONNELL: We prefer them, your Honor.

9 Mr. Spray would come here, we prefer that.

10 THE COURT: Thank you all. It's been another hard  
11 week I know. We should be getting down to where the math  
12 around how much time you all have left is starting to become  
13 clearer so that, you know, especially, you know, the  
14 plaintiff, once they are done with their case, you tend to  
15 have a clearer view of how much time you have for cross.  
16 And to some extent it's easier for the defendants because  
17 they also know how much time they have for direct. So, they  
18 can reserve some time for redirect but, you know, it seems  
19 like we're in a pretty predictable, except for today, of  
20 about four hours a day. So, build in some uncertainty to  
21 protect yourself and, you know, don't leave anything until  
22 the very end, you know, if you really need it. Anything  
23 else?

24 MS. CONNELL: Not from plaintiff. Thank you, your  
25 Honor.

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MR. FARBER: Thank you, your Honor. No.

MS. ROGERS: Thank you.

THE COURT: All right. See you on Monday.

(Whereupon the trial was adjourned to January 29,  
2024 at 9:30 a.m.)

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<b>\$1,300 (1)</b> 2182:18	<b>\$6,561 (1)</b> 2225:3			
<b>\$1,381 (1)</b> 2292:5	<b>\$600,000 (1)</b> 2282:22			
<b>\$1,590 (1)</b> 2230:18	<b>\$810 (1)</b> 2232:14			
<b>\$1.1 (1)</b> 2246:21	<b>\$830 (1)</b> 2228:14			
<b>\$1.3 (2)</b> 2249:7,12	<b>\$84,000 (1)</b> 2236:12			
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