

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

ALVINO CRAWFORD, <i>et al.</i>,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 1916-CV17245
)	
JIMENEZ ARMS, INC., <i>et al.</i>,)	Division 10
)	
Defendants.)	

DEFENDANT JIMENEZ ARMS, INC.’S
REPLY SUGGESTIONS IN SUPPORT OF ITS MOTION TO DISMISS
BASED ON LACK OF PERSONAL JURISDICTION

Defendant, Jimenez Arms, Inc. (Jimenez), for its Reply Suggestions in Support of its Motion to Dismiss for Lack of Personal Jurisdiction, states:

I. Introduction

Plaintiffs’ decedent was harmed by a gun that was lawfully sold. Nothing changes this fact. Plaintiffs, however, attempt to confuse the issue by talking about other guns they allege were illegally sold.

There is no nexus between Jimenez’s lawful sale of Jimenez Fireworks No. 361229 and the state of Missouri. Jimenez produced evidence that the lawful sale of the firearm at issue from Jimenez in Nevada to National Wholesale Distributors in Georgia. Plaintiffs failed in their evidentiary burden to refute Jimenez’s evidence or establish personal jurisdiction. Plaintiffs failed to provide the Court with evidence of Missouri contacts of Jimenez and the actual firearm that caused decedent’s death. The contacts Plaintiffs assert do not give rise to the cause of action. Rather, Plaintiffs’ argument hinges upon obscuring the perfectly legitimate and legal sale of firearm No. 361229, and overlaying conglomerated allegations regarding unrelated firearms. They then attempt to focus on the other handguns under the theory of public nuisance, without

connecting them to the firearm that actually involved in the death from which Plaintiffs claim their injury.

In short, Plaintiffs have failed to demonstrate an act under the long-arm statute that Jimenez committed in Missouri from which their cause of action arose, or why it would be fair or constitutional to drag Jimenez into a Missouri court for the lawful sale of a firearm from Nevada to Georgia. Plaintiffs have also failed to demonstrate a *prima facie* showing of a valid cause of action for public nuisance or otherwise in order to invoke personal jurisdiction in Missouri.

Plaintiffs also attempt to argue civil-conspiracy contacts of alleged co-conspirators, and impute them to Jimenez. However, Missouri does not recognize co-conspirator contacts as establishing jurisdiction.

Finally, Plaintiffs attempt to argue a products liability theory of jurisdiction. This theory is misplaced. Products liability theories of personal jurisdiction are much less stringent than in other areas of the law. There is no argument or allegation in this case that the handgun worked in any manner other than how it was anticipated. No product liability claim is being made. Thus, the less stringent theory of stream of commerce may not be applied in this context.

II. Timeline of Events for Specific Personal Jurisdiction

There were several sales of the Jimenez Arms, serial number 361229, which Plaintiffs attempt to confuse and comingle into a unitary event:

1. On November 16, 2015, Jimenez in Nevada sold No. 361229 to National Wholesale Distributors in Georgia.¹ (Jimenez Ex. A at Ex. 1).

¹ Still entirely unconnected to the firearm at issue, it is interesting that Plaintiffs' Petition demonstrates that Jimenez's contact with Samuels ceased in April 2015, (Petition at ¶¶45-48), which was well prior to Jimenez lawfully selling the firearm to National Wholesale Distributors in Georgia, and even more distant from Mr. Samuels meeting Mr. Bendet for the first time.

2. Mr. Bendet, of Green Tip Arms, had placed an order with National Wholesale Distributors and received at least one Jimenez Arms' handgun on December 15, 2015. (Bendet's Response to Plaintiff's RFP at GTA-353 (Reply Ex. 1); *See also*, Pl. Ex. A).

3. He specifically ordered a Jimenez Arms (and other manufacturers') shipment from National Wholesale Distributors for the December 2015 Kansas City gun show. (Bendet depo. at 79:24-80:1 – Pl. Ex. C).

4. On December 20, 2015, Mr. Bendet of Green Tip Arms first met Mr. Samuels at a Kansas City gun show. (Bendet's Resp. to Pl. Irrog. No. 2)(Reply Ex. 2).

5. Mr. Bendet purchased No. 361229, which arrived at Green Tip Arms on January 14, 2016. (Reply Ex. 2 at GTA-359; *See also*, Pl. Ex. A).

6. No. 361229 sat in Green Tip Arms' inventory for three months, when Green Tip sold that firearm to Mr. Samuels on April 7, 2016. (Reply Ex. 2 at GTA-1-4); (Petition ¶58).

7. On April 30, 2016, Mr. Samuels utilized Green Tip Arms to transfer the firearm to Ms. Boles. (Petition at ¶93); (Reply Ex. 2 at GTA-27-29, 369).

8. Decedent was shot on July 5, 2016, by Ms. Boles step-son, who took the gun from Ms. Boles' home with her consent. (Petition at ¶63).²

² Ms. Boles pled guilty of being a strawman, (*i.e.*, passing it to a third person after herself), for firearms **other than No. 361229**. (*Compare*, Petition at ¶3 with W.D.Mo. 19-182-01 Doc. No. 6) (Ex. 3). She did not plead guilty to this firearm. Moreover, the facts pled by Plaintiffs show she was not a strawman, but kept No. 361229, maintaining it in her possession and ownership at her residence. (Petition at ¶62) (the shooter used it with Ms. Boles' **consent**). In short, Plaintiffs have no evidence that the gun that caused their alleged damages was ever illegally sold – even in the subsequent transactions that have nothing to do with Jimenez. It begs the question, was there any tortious act anywhere as it related to the handgun that was the actual instrumentality of harm? The answer is simple, “No.” As such, there was no act under the long-arm statute because no tort was committed as it relates to this firearm.

III. Argument

A. The Sale from Jimenez to National Wholesale Distributors Occurred Outside Missouri, and the Sales Other than the No. 361229, Even if Connected to Missouri Did Not Arise Out of the Cause of Action for Public Nuisance or Otherwise.

Without undue repetition of the motion to dismiss, only those contacts that arose from the cause of action may be utilized in the calculus. Sales of similar firearms that did not cause the damage are not permitted to be used. *State ex rel. Bayer Corporation v. Moriarty*, 536 S.W.3d 227, 233 (Mo. banc 2017). The alleged Missouri connection to guns that were not the cause of decedent's death are immaterial to the determination of personal jurisdiction. Regularly occurring sales of a product to a state does not justify exercising jurisdiction over a sale unrelated to those contacts. *See, Bristol-Myers Squibb Co. v. Superior Court of California, San Francisco County*, 137 S.Ct. 1773, 1781 (2017).

When looking at the phrase “arose out of” for purpose of specific jurisdiction under the long arm statute, some examination of the elements of the cause of action is needed to shape the breadth of the permissible contacts. *Hollinger v. Sifers*, 122 S.W.3d 112, 116 (Mo.App. W.D. 2003); *State ex rel. William Ranni Associates, Inc. v. Hartenbach*, 742 S.W.2d 134, 139 (Mo. banc1987) (a plaintiff must make a *prima facie* showing of the validity of the claim). Pursuant to Missouri law, it does not matter how great a perceived nuisance, actual cause in fact is a required element for a showing of that cause of action. *City of St. Louis v. Benjamin Moore & Co.*, 226 S.W.3d 110, 114 (Mo. banc 2007).

When one couples this causation requirement with the “*arose out of*” point for jurisdiction, Plaintiffs' damages did not arise out of any firearm other than No. 361229, which was the firearm that caused decedent's death. In other words, the contacts alleged which are unrelated to the cause of decedent's death are irrelevant.

The undisputed evidence demonstrates that Jimenez only contact with that firearm occurred outside the state of Missouri.³ Thus, Jimenez's Missouri contacts with that causative instrumentality are nonexistent, which is insufficient to confer jurisdiction over Jimenez.

Plaintiffs' attempt to spread a wider net with sales of firearms that *do not arise from* the cause of action that damages them is unavailing. Plaintiffs have not shown how the general sales of handguns in Missouri is any different than its general sales of guns handguns in the other 49 states. It amounts to a back-door argument for general personal jurisdiction, without meeting the exception set forth in *State ex rel. Norfolk So. Ry. Co. v. Dolan*, 512 S.W.3d 41 (Mo. banc 2017), where the majority of a company's business in a state effectively creates a third home state.

Therefore, Jimenez's motion to dismiss should be sustained.

B. The Sale between Jimenez and National Wholesale Distributors Was Lawful, and Is Thus Abrogated by State Statute, and Preempted by Federal Statute. As Such, Plaintiff Cannot Make a Prima Facie Showing of a Valid Claim as Required to Exert Personal Jurisdiction.

Again, a *prima facie* showing of a valid cause of action is a necessary requisite of "arose out of". *Hartenbach*, 742 S.W.2d at 139.

Jimenez raised this issue in a motion to dismiss for failure to state a claim, but where external evidence may not be used. Jimenez incorporates that motion herein, where evidence beyond the pleadings is permitted. Abrogation by the Legislature for the lawful sale of this firearm negates the *prima facie* showing of the validity of Plaintiffs' claim as to personal jurisdiction.

The undisputed evidence demonstrates a lawful sale of No. 361229 from Jimenez to National Wholesale Distributors. (Jimenez Ex. A at Ex. 1). Plaintiffs make much ado about sales

³ The other defendants may well have sufficient contacts with Missouri as it relates to the causative instrumentality as they made sales and transfers of the firearm within the border of Missouri. However, Jimenez did not.

of the same firearm that occurred subsequent to that initial sale, but have zero evidence adducing a connection of Jimenez to any of those subsequent sales of No. 361229.⁴ Their mere allegations are insufficient to carry their burden in the face of evidence of the legality of the initial sale.

As the sale was lawful, *R.S.Mo.* §21.750.4 (2003) applies:

4. The lawful design, marketing, manufacture, distribution, or sale of firearms or ammunition to the public is not an abnormally dangerous activity and **does not constitute a public or private nuisance.**

The lawful sale of the firearm at issue cannot form the basis of Plaintiffs' claim for public nuisance as the Missouri Legislature has abrogated the tort of public nuisance for a lawful sale of a firearm. *Id.*; *City of St. Louis v. Cernicek*, 145 S.W.3d 37, 43 (Mo.App. E.D. 2004). Jimenez's sale of No. 361229, cannot constitute a nuisance.

Application of the statute negates the required *prima facie* showing of the validity of Plaintiffs' claim. Therefore, there can be no personal jurisdiction.

Likewise, the Protection of Lawful Commerce in Arms Act, 15 U.S.C. at §§7902, 7903 prohibit Plaintiffs' suit against Jimenez. It appears Plaintiffs are attempting to proceed under an exception to that statute, namely by claiming that Jimenez aided, abetted, and conspired. However, the law limits the aiding, abetting and conspiring exception to a situation where Jimenez knew the transfer to "the actual buyer of the qualified product was prohibited from possessing or receiving a firearm or ammunition" §7903(A)(i)(II). The Petition and the evidence presented demonstrate that no person in the chain of "actual buyers" was not a qualified person to possess the No. 361229,

⁴ See also, fn. 2, *supra*. Even if the same were valid, there is no evidence that any of the subsequent sales of No. 361229 were unlawful. There was no strawman for this sale at any point in time. The lawful end-owner gave the shooter her "consent" to use her firearm. (Petition ¶62).

See generally 18 U.S.C. § 921 *et seq.*; *see also* R.S.Mo. § 571.070 (prohibiting certain persons from possessing firearms):

- National Wholesale Distributors was an FFL, and not a prohibited possessor, when it was sold No. 361229 in November 2015, (which should be the only salient inquiry in this matter);
- Mr. Bendet and Green Tip Arms were FFL, and not a prohibited possessor, when they acquired No. 361229 in January 2016 (or ever);
- Mr. Bendet did not meet Mr. Samuels until 35 days after Jimenez's sale of No. 361229 to National Wholesale Distributors;
- Mr. Samuels was not a prohibited person when Green Tip Arms sold him No. 361229 in April 2016. (Petition at ¶3) (Samuels is now facing Federal Charges); *See also*, *See also*, W.D.Mo., Case No. 18-CR-309-01, Doc. No. 213 (Criminal Indictment of October 24, 2018, indicting on multiple firearms transactions, and which ***does not*** charge the sale of No. 361229 as an illegal sale or transaction) (Ex. 4).
- Ms. Boles was not a prohibited person when Green Tip Arms assisted Samuels in registering the transfer from himself to Ms. Boles in April 2016. (Petition at ¶3) (Boles pled guilty to Federal Charges); *See also*, W.D.Mo., Case No. 19-CR-182-01, Doc. No. 6 – May 28, 2019 Guilty Plea Agreement as Executed) (Ex. 3).

The Petition does not demonstrate that initial sale from Jimenez to National Wholesale Distributors of No. 361229 was in any way illegal – especially where it occurred 35 days before any potential alleged conspiracy and 7 months after Jimenez ceased sales involving Samuels. Their Petition does not demonstrate that they fall under the general rule of no liability, where it is their burden to so plead. *Williams v. Barnes & Noble, Inc.*, 174 S.W.3d 556, 561 (Mo.App. W.D.

2005) (Where there is a general rule of no liability, the burden is on the plaintiff to plead facts that invoke the exception to that general rule).

Again, application of these statutes negates Plaintiffs' *prima facie* showing for public nuisance, negligence or otherwise. Thus, there is no personal jurisdiction. Therefore, Jimenez's motion to dismiss should be sustained.

C. Missouri Has Rejected Co-Conspirator Contacts for Establishing Personal Jurisdiction.

A civil conspiracy is only an expansion of people liable for a tort, and is not in and of itself actionable. *M.W. v. S.W.*, 539 S.W.3d 910, 915 (Mo.App. E.D. 2017). Where the underlying tort fails, so does the conspiracy. *Id.* Missouri law on civil aiding and abetting appears to be synonymous with conspiracy and requires an agreement between the alleged co-conspirators. *Dickey v. Johnson*, 532 S.W.2d 487, 503 (Mo.App. 1975). As such, the same analysis should apply for conspiracy and aiding and abetting. To the extent that Federal Criminal law applies, it requires both specific intent to facilitate the underlying offense and actual participation (not a mere omission); neither of which is pled in this case. *See, Rosemond v. United States*, 134 S. Ct. 1240 (2014) (the Court found an aider and abettor must both actively participate in a scheme and have "advanced knowledge" of the "extent and character" of the scheme); *See also*, n.2, *supra.*, as the sales of No. 361229 were not illegal. Plaintiffs' Petition fails. There is no factual allegation that the sale of this No. 361229 was illegal or that Jimenez actively participated in that sale, after it lawfully sold the firearm to National Wholesale distributors in Georgia.

Plaintiffs' theory that the purported co-conspirators' conduct in Missouri confers jurisdiction over Jimenez is unavailing and not supported by Missouri law. *State ex rel. Sperandio*

v. Clymer, 581 S.W.2d 377, 383-84 (Mo. banc 1979).⁵ There is no recognized co-conspirator contacts for jurisdiction in Missouri. *Id.* In discussing the conspiracy count, the Supreme Court only looked to the out-of-state defendant's own contacts with Missouri, and not those of the purported co-conspirators. *Id.* at 384.

This is entirely consistent with Missouri Court's handling of derivative liability claims, such as with parent/subsidiaries, and agency, where the connection between the out-of-state defendant and the Missouri defendant are much greater than between purported co-conspirators. *State ex rel. Cedar Crest Apartments, LLC v. Grate*, 577 S.W.3d 490, 496 (Mo. banc 2019) (Subsidiary contact with state insufficient to impute to parent unless parent imbues the subsidiary to act as its agent). Therefore, where the status connection with a co-conspirator is more tenuous than with the status of parent/subsidiary or agency, there likewise can be no imputed jurisdictional contacts.

Moreover, Plaintiffs have adduced no evidence that Jimenez authorized any of the ostensible co-conspirators to act on its behalf. Thus, even if theory of imputed contacts were permitted under Missouri law, Plaintiffs have failed in their burden.

Due process requires that the relationship among the defendant, the forum, and the litigation arise out of the *defendant's* contacts with the forum that the *defendant* created; the plaintiff's or a third-party's contacts with the forum are irrelevant, as are the defendant's contacts with persons who reside in the forum. *Walden v. Fiore*, 571 U.S. 277, 284-85 (2014). Due process "require[s] that a defendant be hauled into court in a forum State based on **his own affiliation with the State**, not based on the 'random, fortuitous, or attenuated' contacts he makes by interacting

⁵ See also, *City of St. Louis v. American Tobacco Co.*, 2003 WL 23277277, at *7 (City of St. Louis Cir. Ct. 2003) (recognizing and applying *Sperandio* as it relates to no co-conspirator contacts).

with other persons affiliated with the State.” *Walden*, 571 U.S. at 286 (quoting *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985)) (emphasis added).

Plaintiffs cling to one statement that Mr. Bendet, in an unsolicited fashion, reached out of Missouri to contact Jimenez in Nevada to make inquiry about purchasing their firearms. They then argue Mr. Bendet’s action as a nexus creating jurisdiction. However, he made the contact not based on any advertisement by Jimenez, but based on seeing Jimenez firearms at guns shows. (Pl. Ex. C at p. 78). Plaintiffs’ evidence does not support their assertion. To put Mr. Bendet’s statements further into context, he does not recall:

- what Jimenez told him;
- if Jimenez provided him with the name of National Wholesale Distributors as one of its distributors; or
- if he discovered the same from a mailer from National Wholesale Distributors.

(Bendet Depo., Pl. Ex. C at pp. 81:1-82:2). In addition. Mr. Bendet’s unilateral actions cannot form the basis of jurisdiction for an out-of-state defendant. Thus, even if Mr. Bendet’s contacts with National Wholesale Distributors were based on his conversation with Jimenez, (which the evidence does not demonstrate), his unilateral action of contacting Jimenez is insufficient to confer jurisdiction over Jimenez. Moreover, Jimenez could have directly sold a firearm to Bendet at Green Tip Arms as it had a Federal Firearms License that would have permitted such a purchase. Had it sold this firearm to Green Tip Arms the discussion would be different. Jimenez, however, made *no sales* to Green Tip Arms in Missouri.

Further, “...mere injury to a forum resident is not a sufficient connection to the forum. . . . [A]n injury is jurisdictionally relevant only insofar as it shows that the defendant has formed a contact with the forum State.” *Id.* at 290. As such, the mere fact that decedent was shot and died in the state of Missouri is not a sufficient nexus to haul an out-of-state defendant for an out of state sale into a Missouri Court. Rather, Plaintiff is required to demonstrate that Jimenez had

actual knowledge that the sale of this firearm, No. 361229, would have the effect of injuring the Plaintiffs. *C.F., Baldwin v. Fischer-Smith*, 315 S.W.3d 389, 393 (Mo.App. S.D. 2010).

The uncontroverted evidence demonstrates a sale from Jimenez in Nevada to National Wholesale Distributors in Georgia occurring on November 16, 2015 – 35 days before Green Tip Arms and Mr. Samuels had any connection whatsoever. There is no reasonable interpretation of the evidence where one could conclude that Jimenez was aiming this November 21, 2015 sale to go to Mr. Samuels, where it would ultimately be owned by Ms. Boles, who then consented to allow a family member to use it, where it purportedly caused the death of decedent.

Plaintiff has attempted to argue that *Noble v. Shawnee Gun Shop, Inc.*, 316 S.W.3d 364, 371 (Mo.App. W.D. 2010), *relying on Capitol Indem. Corp. v. Citizens Nat'l Bank of Fort Scott*, 8 S.W.3d 893, 903 (Mo.App. W.D. 2000), allows the Court to look at actionable consequences in Missouri as a sufficient contact under the long-arm statute. This is mistaken for several reasons.

First, The Missouri Supreme Court has recognized that precedent from 2010 and earlier granting expansive assertions of personal jurisdiction are suspect and need reexamination. *See e.g., State ex rel. Cedar Crest Apartments, LLC v. Grate*, 577 S.W.3d 490, 495 (Mo. banc 2019). *Noble* meets the qualifications of an expansive jurisdiction case prior to the United States Supreme Court's tightening of personal jurisdiction. As such, it should not be applied.

Moreover, when *Noble* is examined there was an initial illegal sale of ammunition in Kansas, 4 miles from the Missouri border, where the purchase was made on a clearly stolen credit card. Where there was an initial tortious act near the Missouri border via sale **to Missouri resident**,⁶ and a death resulting therefrom in Missouri, the Court found long arm jurisdiction.

⁶ *Noble*, 316 S.W.3d at 367 (Kansas sale to a resident of Missouri, who was the shooter in Missouri).

This case is very different. There was no illegal initial sale, and the initial sale was not to a Missouri resident. Rather, it is undisputed that on November 16, 2015, Jimenez sold No. 361229 from Nevada to a Georgia Company, National Wholesale Distributors. What is even more remarkable and destructive to Plaintiff's theory is that the alleged co-conspirators with Jimenez, (Green Tip Arms and Samuels), would not meet until another 35 days after the lawful sale from Jimenez to National Wholesale Distributors. Any conceivable notion of a knowing design to sell No. 361229 with the intent to put it into Samuels' hands when Jimenez lawfully sold the handgun to National Wholesale Distributors is wanting.

D. Product Liability/Stream of Commerce Cases Are Inapposite.

Cases discussing minimum contacts in products liability, stream of commerce cases, are less stringent and not applicable to torts other than products liability. *State ex rel. William Ranni Assocs., Inc. v. Hartenbach*, 742 S.W.2d 134, 138 (Mo. banc 1987); *Farris v. Boyke*, 936 S.W.2d 197, 201 (Mo.App. S.D. 1996); *State ex rel. Wichita Falls General Hospital v. Adolf*, 728 S.W.2d 604, 608 (Mo.App.1987).

This case is not a products liability case. Thus, the stream of commerce test cannot apply.

Again, although the product ultimately arrived in Missouri, as to the instrumentality of harm, Jimenez did not direct its activities toward Missouri. Its only connection with the firearm after manufacture was selling it to a Georgia wholesaler, with no idea of where the firearm would be subsequently sold. The activity of National Wholesale Distributors or Green Tip Arms in consummating a sale from Georgia to Missouri, may not be attributed to Jimenez, as that sale is not the act of Jimenez, but the unilateral acts of others. *Hartenbach*, 742 S.W.2d at 138. Thus, even if it were permissible to apply the less stringent products liability test, it would still fail.

To allow any such test to be used in this case, would create jurisdiction in every state for any initial lawful sale of a firearm. The U.S. Supreme Court's recent tightening of personal jurisdiction over the last 9 years attempts to eliminate these types of expansive personal jurisdiction arguments to areas outside of product liability. In short, Plaintiffs' theory converts a specific personal jurisdiction theory into a back-door general personal jurisdiction, subjecting any gun manufacturer to jurisdiction in all 50 states for every lawful sale.

E. Plaintiffs' Affidavit Is Incompetent

The affidavit of Alla Lefkowitz is incompetent to refute Jimenez's properly adduced evidence. It is nothing more than argument of counsel as to what she believes is the evidence, and is not based on her personal knowledge. Arguments of counsel, even if under oath, are not evidence. *See, Goff v. Fowler*, 323 S.W.3d 797, 802 (Mo.App. W.D. 2010) (not based on personal knowledge).

It's also hearsay. Thus, even if the Court wanted to consider the other purported contacts asserted by Plaintiffs, it may not. An affidavit of counsel that is not based on personal knowledge, but on information from third-party sources is not admissible. *St. Louis Bank v. Kohn*, 517 S.W.3d 666, 675 (Mo.App. E.D. 2017) (...it is difficult to conclude that the facts stated in the Motion for Charging Order were based upon something that Respondent's Counsel actually saw or heard rather than something Respondent's Counsel learned from some other person or source...). In this case it is clear from the face of the affidavit that the statements therein were not first-hand knowledge but learned by counsel from some third-party source.

IV. Conclusions

Plaintiffs have not pled or fulfilled its burden of production or proof that Jimenez's actual sale of the firearm that caused Plaintiffs' harm to National Wholesale Distributors in Georgia has any nexus to the state of Missouri as it relates to Jimenez. There is no personal jurisdiction. Plaintiffs' action as to Jimenez should be dismissed.

Respectfully submitted,

**FOLAND, WICKENS, ROPER,
HOFFER & CRAWFORD, P.C.**

/s/ Joseph J. Roper

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**ATTORNEYS FOR DEFENDANT
JIMENEZ ARMS, INC.**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 25th day of November 2019, the foregoing document was filed with the Clerk of the Court using the Court's E-Filing system which electronically sends notice to all counsel of record.

/s/ Joseph J. Roper

Attorney for Defendant

Firearms Transaction Record Part I -
Over-the-Counter

WARNING: You may not receive a firearm if prohibited by Federal or State law. The information you provide will be used to determine whether you are prohibited under law from receiving a firearm. Certain violations of the Gun Control Act, 18 U.S.C. §§ 921 *et seq.*, are punishable by up to 10 years imprisonment and/or up to a \$250,000 fine.

Transferor's Transaction
Serial Number (If any)

292/295

Prepare in original only. All entries must be handwritten in ink. Read the Notices, Instructions, and Definitions on this form. "PLEASE PRINT."

(0407164)

Section A - Must Be Completed Personally By Transferee (Buyer)

1. Transferee's Full Name
Last Name First Name Middle Name (If no middle name, state "NMN")

Samuels

James

Allen

2. Current Residence Address (U.S. Postal abbreviations are acceptable. Cannot be a post office box.)

Number and Street Address City County State ZIP Code
2201 E 38th st Kansas City Jackson MO 64109

3. Place of Birth U.S. City and State -OR- Foreign Country 4. Height Ft. In. 5. Weight (Lbs.) 6. Gender ☒ Male ☐ Female 7. Birth Date Month Day Year
Kansas City Missouri 5 9 230 1965

8. Social Security Number (Optional, but will help prevent misidentification) 9. Unique Personal Identification Number (UPIN) if applicable (See Instructions for Question 9.)
3429

10.a. Ethnicity ☐ Hispanic or Latino ☒ Not Hispanic or Latino 10.b. Race (Check one or more boxes.) ☐ American Indian or Alaska Native ☒ Black or African American ☐ White ☐ Asian ☐ Native Hawaiian or Other Pacific Islander

11. Answer questions 11.a. (see exceptions) through 11.i. and 12 (if applicable) by checking or marking "yes" or "no" in the boxes to the right of the questions.

a. Are you the actual transferee/buyer of the firearm(s) listed on this form? Warning: You are not the actual buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual buyer, the dealer cannot transfer the firearm(s) to you. (See Instructions for Question 11.a.) Exception: If you are picking up a repaired firearm(s) for another person, you are not required to answer 11.a. and may proceed to question 11.b.	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
b. Are you under indictment or information in any court for a felony, or any other crime, for which the judge could imprison you for more than one year? (See Instructions for Question 11.b.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
c. Have you ever been convicted in any court of a felony, or any other crime, for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation? (See Instructions for Question 11.c.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
d. Are you a fugitive from justice?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
e. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
f. Have you ever been adjudicated mentally defective (which includes a determination by a court, board, commission, or other lawful authority that you are a danger to yourself or to others or are incompetent to manage your own affairs) OR have you ever been committed to a mental institution? (See Instructions for Question 11.f.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
g. Have you been discharged from the Armed Forces under dishonorable conditions?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
h. Are you subject to a court order restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner? (See Instructions for Question 11.h.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
i. Have you ever been convicted in any court of a misdemeanor crime of domestic violence? (See Instructions for Question 11.i.)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
j. Have you ever renounced your United States citizenship?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
k. Are you an alien illegally in the United States?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
l. Are you an alien admitted to the United States under a nonimmigrant visa? (See Instructions for Question 11.l.) If you answered "no" to this question, do NOT respond to question 12 and proceed to question 13.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
12. If you are an alien admitted to the United States under a nonimmigrant visa, do you fall within any of the exceptions set forth in the instructions? (If "yes," the licensee must complete question 20c.) (See Instructions for Question 12.) If question 11.l. is answered with a "no" response, then do NOT respond to question 12 and proceed to question 13.	Yes <input type="checkbox"/>	No <input type="checkbox"/>

13. What is your State of residence (if any)? (See Instructions for Question 13.) Missouri
14. What is your country of citizenship? (List/check more than one, if applicable. If you are a citizen of the United States, proceed to question 16.) ☒ United States of America ☐ Other (Specify)
15. If you are not a citizen of the United States, what is your U.S.-issued alien number or admission number?

EXHIBIT

1

GTA_00001

I certify that my answers to Section A are true, correct, and complete. I have read and understand the Notices, Instructions, and Definitions on ATF Form 4473. I understand that answering "yes" to question 11.a. if I am not the actual buyer is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I understand that a person who answers "yes" to any of the questions 11.b. through 11.k. is prohibited from purchasing or receiving a firearm. I understand that a person who answers "yes" to question 11.l. is prohibited from purchasing or receiving a firearm, unless the person also answers "Yes" to question 12. I also understand that making any false oral or written statement, or exhibiting any false or misrepresented identification with respect to this transaction, is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I further understand that the repetitive purchase of firearms for the purpose of resale for livelihood and profit without a Federal firearms license is a violation of law (See Instructions for Question 16).

16. Transferee's/Buyer's Signature

James D. Ash

17. Certification Date

4-7-16

Section B - Must Be Completed By Transferor (Seller)

18. Type of firearm(s) to be transferred (check or mark all that apply):

☒ Handgun ☐ Long Gun (rifles or shotguns) ☐ Other Firearm (Frame, Receiver, etc. See Instructions for Question 18.)

19. If sale at a gun show or other qualifying event.

Name of Event

City, State

20a. Identification (e.g., Virginia Driver's license (VA DL) or other valid government-issued photo identification.) (See Instructions for Question 20.a.)

Issuing Authority and Type of Identification

Number on Identification

Expiration Date of Identification (if any)

Month

Day

Year

Missouri Drivers License

6021

2018

20b. Alternate Documentation (if driver's license or other identification document does not show current residence address) (See Instructions for Question 20.b.)

20c. Aliens Admitted to the United States Under a Nonimmigrant Visa Must Provide: Type of documentation showing an exception to the nonimmigrant visa prohibition. (See Instructions for Question 20.c.)

Questions 21, 22, or 23 Must Be Completed Prior To The Transfer Of The Firearm(s) (See Instructions for Questions 21, 22 and 23.)

21a. Date the transferee's identifying information in Section A was transmitted to NICS or the appropriate State agency: (Month/Day/Year)

Month 04 Day 07 Year 2016

21b. The NICS or State transaction number (if provided) was:

36R2M96

21c. The response initially provided by NICS or the appropriate State agency was:

☒ Proceed ☐ Delayed [The firearm(s) may be transferred on _____ (Missing Disposition Information date provided by NICS) if State law permits (optional)]
☐ Denied
☐ Cancelled

21d. If initial NICS or State response was "Delayed," the following response was received from NICS or the appropriate State agency:

☐ Proceed _____ (date)
☐ Denied _____ (date)
☐ Cancelled _____ (date)
☐ No resolution was provided within 3 business days.

21e. (Complete if applicable.) After the firearm was transferred, the following response was received from NICS or the appropriate State agency on: _____ (date). ☐ Proceed ☐ Denied ☐ Cancelled

21f. The name and Brady identification number of the NICS examiner (Optional)

(name)

(number)

22. ☐ No NICS check was required because the transfer involved only National Firearms Act firearm(s). (See Instructions for Question 22.)

23. ☐ No NICS check was required because the buyer has a valid permit from the State where the transfer is to take place, which qualifies as an exemption to NICS (See Instructions for Question 23.)

Issuing State and Permit Type

Date of Issuance (if any)

Expiration Date (if any)

Permit Number (if any)

Section C - Must Be Completed Personally By Transferee (Buyer)

If the transfer of the firearm(s) takes place on a different day from the date that the transferee (buyer) signed Section A, the transferee must complete Section C immediately prior to the transfer of the firearm(s). (See Instructions for Question 24 and 25.)

I certify that my answers to the questions in Section A of this form are still true, correct and complete.

24. Transferee's/Buyer's Signature

25. Recertification Date

Transferor (Seller) Continue to Next Page
STAPLE IF PAGES BECOME SEPARATED

Section D - Must Be Completed By Transferor (Seller)

26. Manufacturer and/or Importer (If the manufacturer and importer are different, the FFL should include both.)	27. Model	28. Serial Number	29. Type (pistol, revolver, rifle, shotgun, receiver, frame, etc.) (See instructions for question 29)	30. Caliber or Gauge
JIMENEZ ARMS	JA380	361229	Pistol	380ACP
JIMENEZ ARMS	JA380	361237	Pistol	380ACP

30a. Total Number of Firearms (Please *handwrite* by printing e.g., one, two, three, etc. Do not use numerals.)

~~ONE~~ TWO

30b. Is any part of this transaction a Pawn Redemption? ☐ Yes ☒ No

30c. For Use by FFL (See Instructions for Question 30c.)

Complete ATF Form 3310.4 For Multiple Purchases of Handguns Within 5 Consecutive Business Days

31. Trade/corporate name and address of transferor (seller) (Hand stamp may be used.)

Green Tip Arms LLC.

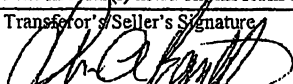
9545 E. 57th Terrace
Raytown, MO 64133

32. Federal Firearms License Number (Must contain at least first three and last five digits of FFL Number X-XX-XXXXX.) (Hand stamp may be used.)

6-43-095-01-8C-12510

The Person Transferring The Firearm(s) Must Complete Questions 33-36. For Denied/Cancelled Transactions, The Person Who Completed Section B Must Complete Questions 33-35.

I certify that my answers in Sections B and D are true, correct, and complete. I have read and understand the Notices, Instructions, and Definitions on ATF Form 4473. On the basis of: (1) the statements in Section A (and Section C if the transfer does not occur on the day Section A was completed); (2) my verification of the identification noted in question 20a (and my reverification at the time of transfer if the transfer does not occur on the day Section A was completed); and (3) the information in the current State Laws and Published Ordinances, it is my belief that it is not unlawful for me to sell, deliver, transport, or otherwise dispose of the firearm(s) listed on this form to the person identified in Section A.

33. Transferor's/Seller's Name (Please print) Christopher A. Bender	34. Transferor's/Seller's Signature 	35. Transferor's/Seller's Title owner	36. Date Transferred 04/07/2016
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NOTICES, INSTRUCTIONS AND DEFINITIONS

Purpose of the Form: The information and certification on this form are designed so that a person licensed under 18 U.S.C. § 923 may determine if he or she may lawfully sell or deliver a firearm to the person identified in Section A, and to alert the buyer of certain restrictions on the receipt and possession of firearms. This form should only be used for sales or transfers where the seller is licensed under 18 U.S.C. § 923. The seller of a firearm must determine the lawfulness of the transaction and maintain proper records of the transaction. Consequently, the seller must be familiar with the provisions of 18 U.S.C. §§ 921-931 and the regulations in 27 CFR Part 478. In determining the lawfulness of the sale or delivery of a long gun (rifle or shotgun) to a resident of another State, the seller is presumed to know the applicable State laws and published ordinances in both the seller's State and the buyer's State.

After the seller has completed the firearms transaction, he or she must make the completed, original ATF Form 4473 (which includes the Notices, General Instructions, and Definitions), and any supporting documents, part of his or her permanent records. Such Forms 4473 must be retained for at least 20 years. Filing may be chronological (by date), alphabetical (by name), or numerical (by transaction serial number), as long as all of the seller's completed Forms 4473 are filed in the same manner. **FORMS 4473 FOR DENIED/CANCELLED TRANSFERS MUST BE RETAINED:** If the transfer of a firearm is denied/cancelled by NICS, or if for any other reason the transfer is not complete after a NICS check is initiated, the licensee must retain the ATF Form 4473 in his or her records for at least 5 years. Forms 4473 with respect to which a sale, delivery, or transfer did not take place shall be separately retained in alphabetical (by name) or chronological (by date of transferee's certification) order.

If you or the buyer discover that an ATF Form 4473 is incomplete or improperly completed after the firearm has been transferred, and you or the buyer wish to make a record of your discovery, then photocopy the inaccurate form and make any necessary additions or revisions to the photocopy. You only should make changes to Sections B and D. The buyer should only make changes to Sections A and C. Whoever made the changes should initial and date the changes. The corrected photocopy should be attached to the original Form 4473 and retained as part of your permanent records.

Over-the-Counter Transaction: The sale or other disposition of a firearm by a seller to a buyer, at the seller's licensed premises. This includes the sale or other disposition of a rifle or shotgun to a nonresident buyer on such premises.

State Laws and Published Ordinances: The publication (ATF P 5300.5) of State firearms laws and local ordinances ATF distributes to licensees.

Exportation of Firearms: The State or Commerce Departments may require you to obtain a license prior to export.

Section A

Question 1. Transferee's Full Name: The buyer must personally complete Section A of this form and certify (sign) that the answers are true, correct, and complete. However, if the buyer is unable to read and/or write, the answers (other than the signature) may be completed by another person, excluding the seller. Two persons (other than the seller) must then sign as witnesses to the buyer's answers and signature.

When the buyer of a firearm is a corporation, company, association, partnership, or other such business entity, an officer authorized to act on behalf of the

Report of Multiple Sale or Other
Disposition of Pistols and Revolvers

(Please complete all information)

1. Date of Report 4/7/2016 2a. Federal Firearms Licensee (FFL) Number 5-43-095-01-8C-12510

2b. Business or Trade Name and Address (If you have complete information available on a rubber stamp, please place information here.)

Green Tip Arms LLC.

**9545 E. 57th Terrace
Raytown, MO 64133**

2c. Are any of the firearm(s) connected to another multiple sale? (If yes, specify date) See instruction 2. ☐ Yes ☒ No Date _____

2d. If you sold these firearms at a gun show or other qualifying event, identify the event and provide a complete address of the event.

3. Any Combination of Pistols and Revolvers Disposed of to the Same Unlicensed Person at One Time or During Any Five Consecutive Business Days

Type (Pistol or revolver)	Serial Number	Manufacturer	Model	Importer	Caliber	Transfer Date
Pistol	361229	Timenez Arms	JA380	N/A	380ACP	4/7/2016
Pistol	361232	Timenez Arms	JA380	N/A	380ACP	4/7/2016

4. Transferee's Name (Last, first, middle)

Samuels, James, Allen

5. Residence Address (Number, street, city, county, state, zip code)

2201 E. 38th St., Kansas City, Jackson, Missouri, 64109

6. Sex

M

7a. Ethnicity

☐ Hispanic or Latino
☒ Not Hispanic or Latino

7b. Race (Check one or more boxes.) (See instruction 5.)

☒ African American or Black ☐ White
☐ American Indian or Alaska Native ☐ Asian
☐ Native Hawaiian or Other Pacific Islander

8. Identification Number

6021

9. Type of Identification (ID)

Drivers License

10. ID State

Missouri

11. Date of Birth

1/16/65

12. Place of Birth (City, state, country)

Kansas City, Missouri

13. If the buyer of the firearms listed in item 4 is a person authorized to act on behalf of a corporation, company, association, partnership or other such business entity, you must complete the following, if applicable: (See instruction 6.)
Name and Address of Business Entity

14a. Identify the official designated by the State or local authorities where you, the FFL, will be forwarding Copy 2.

Raytown Police Department
Name of Agency

10000 E 59th St. Raytown, Missouri
Street Address, City, and State

14b. Date Copy 2 was forwarded to Agency

4/7/2016

15. Additional Information Relating to the Transfer of the Firearms (if applicable)

16. Name of Employee Filling Out This Form

Christopher A. Bendit

Date

4/7/2016

When Fax is available, please Fax to 1-877-283-0288.

ATF E-Form 3310.4
Revised May 2012

Firearms Transaction Record Part I -
Over-the-Counter

WARNING: You may not receive a firearm if prohibited by Federal or State law. The information you provide will be used to determine whether you are prohibited under law from receiving a firearm. Certain violations of the Gun Control Act, 18 U.S.C. §§ 921 *et seq.*, are punishable by up to 10 years imprisonment and/or up to a \$250,000 fine.

Transferor's Transaction
Serial Number (if any)

595
(0430166)

Prepare in original only. All entries must be handwritten in ink. Read the Notices, Instructions, and Definitions on this form. "PLEASE PRINT."

Section A - Must Be Completed Personally By Transferee (Buyer)

1. Transferee's Full Name

Last Name

Boles

First Name

Iesha

Middle Name (If no middle name, state "NMN")

Tinata

2. Current Residence Address (U.S. Postal abbreviations are acceptable. Cannot be a post office box.)

Number and Street Address

5533 Garfield

City

Kansas City

County

Jackson

State

MO

ZIP Code

64130

3. Place of Birth

U.S. City and State

Kansas City, MO

-OR-

Foreign Country

550 UFI

4. Height

Ft.

5

In.

2

5. Weight

(Lbs.)

230

6. Gender

☐ Male

☒ Female

7. Birth Date

Month

Day

Year

1975

8. Social Security Number (Optional, but will help prevent misidentification)

9. Unique Personal Identification Number (UPIN) if applicable (See Instructions for Question 9.)

10.a. Ethnicity

☐ Hispanic or Latino

☒ Not Hispanic or Latino

10.b. Race (Check one or more boxes.)

☐ American Indian or Alaska Native

☐ Asian

☒ Black or African American

☐ Native Hawaiian or Other Pacific Islander

☐ White

11. Answer questions 11.a. (see exceptions) through 11.i. and 12 (if applicable) by checking or marking "yes" or "no" in the boxes to the right of the questions.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| a. Are you the actual transferee/buyer of the firearm(s) listed on this form? Warning: You are not the actual buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual buyer, the dealer cannot transfer the firearm(s) to you. (See Instructions for Question 11.a.) Exception: If you are picking up a repaired firearm(s) for another person, you are not required to answer 11.a. and may proceed to question 11.b. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Are you under indictment or information in any court for a felony, or any other crime, for which the judge could imprison you for more than one year? (See Instructions for Question 11.b.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Have you ever been convicted in any court of a felony, or any other crime, for which the judge could have imprisoned you for more than one year, even if you received a shorter sentence including probation? (See Instructions for Question 11.c.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d. Are you a fugitive from justice? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e. Are you an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f. Have you ever been adjudicated mentally defective (which includes a determination by a court, board, commission, or other lawful authority that you are a danger to yourself or to others or are incompetent to manage your own affairs) OR have you ever been committed to a mental institution? (See Instructions for Question 11.f.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g. Have you been discharged from the Armed Forces under dishonorable conditions? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h. Are you subject to a court order restraining you from harassing, stalking, or threatening your child or an intimate partner or child of such partner? (See Instructions for Question 11.h.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i. Have you ever been convicted in any court of a misdemeanor crime of domestic violence? (See Instructions for Question 11.i.) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j. Have you ever renounced your United States citizenship? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| k. Are you an alien illegally in the United States? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| l. Are you an alien admitted to the United States under a nonimmigrant visa? (See Instructions for Question 11.l.) If you answered "no" to this question, do NOT respond to question 12 and proceed to question 13. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. If you are an alien admitted to the United States under a nonimmigrant visa, do you fall within any of the exceptions set forth in the instructions? (If "yes," the licensee must complete question 20c.) (See Instructions for Question 12.) If question 11.l. is answered with a "no" response, then do NOT respond to question 12 and proceed to question 13. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. What is your State of residence (if any)? (See Instructions for Question 13.) | | |
| 14. What is your country of citizenship? (List/check more than one, if applicable. If you are a citizen of the United States, proceed to question 16.) | | |
| <input type="checkbox"/> Other (Specify) | | |
| <input checked="" type="checkbox"/> United States of America | | |
| 15. If you are not a citizen of the United States, what is your U.S.-issued alien number or admission number? | | |

Note: Previous Editions Are Obsolete

Section D - Must Be Completed By Transferor (Seller)				
26. Manufacturer and/or Importer (If the manufacturer and importer are different, the FFL should include both.)	27. Model	28. Serial Number	29. Type (pistol, revolver, rifle, shotgun, receiver, frame, etc.) (See instructions for question 29)	30. Caliber or Gauge
Timpani Arms Inc.	JA380	361229	Pistol	380ACP
30a. Total Number of Firearms (Please handwrite by printing e.g., one, two, three, etc. Do not use numerals.)			30b. Is any part of this transaction a Pawn Redemption? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
30c. For Use by FFL (See Instructions for Question 30c.)				

Complete ATF Form 3310.4 For Multiple Purchases of Handguns Within 5 Consecutive Business Days	
31. Trade/corporate name and address of transferor (seller) (Hand stamp may be used.)	32. Federal Firearms License Number (Must contain at least first three and last five digits of FFL Number X-XX-XXXXX.) (Hand stamp may be used.)
Green Tip Arms LLC. 9545 E. 57th Terrace Raytown, MO 64133	5-43-095-01-8C-12510

The Person Transferring The Firearm(s) Must Complete Questions 33-36. For Denied/Cancelled Transactions, The Person Who Completed Section B Must Complete Questions 33-35.

I certify that my answers in Sections B and D are true, correct, and complete. I have read and understand the Notices, Instructions, and Definitions on ATF Form 4473. On the basis of: (1) the statements in Section A (and Section C if the transfer does not occur on the day Section A was completed); (2) my verification of the identification noted in question 20a (and my reverification at the time of transfer if the transfer does not occur on the day Section A was completed); and (3) the information in the current State Laws and Published Ordinances, it is my belief that it is not unlawful for me to sell, deliver, transport, or otherwise dispose of the firearm(s) listed on this form to the person identified in Section A.

33. Transferor's/Seller's Name (Please print)	34. Transferor's/Seller's Signature	35. Transferor's/Seller's Title	36. Date Transferred
Christopher A. Leucht	<i>Christopher A. Leucht</i>	Owner	04/30/2016

NOTICES, INSTRUCTIONS AND DEFINITIONS

Purpose of the Form: The information and certification on this form are designed so that a person licensed under 18 U.S.C. § 923 may determine if he or she may lawfully sell or deliver a firearm to the person identified in Section A, and to alert the buyer of certain restrictions on the receipt and possession of firearms. This form should only be used for sales or transfers where the seller is licensed under 18 U.S.C. § 923. The seller of a firearm must determine the lawfulness of the transaction and maintain proper records of the transaction. Consequently, the seller must be familiar with the provisions of 18 U.S.C. §§ 921-931 and the regulations in 27 CFR Part 478. In determining the lawfulness of the sale or delivery of a long gun (rifle or shotgun) to a resident of another State, the seller is presumed to know the applicable State laws and published ordinances in both the seller's State and the buyer's State.

After the seller has completed the firearms transaction, he or she must make the completed, original ATF Form 4473 (which includes the Notices, General Instructions, and Definitions), and any supporting documents, part of his or her permanent records. Such Forms 4473 must be retained for at least 20 years. Filing may be chronological (by date), alphabetical (by name), or numerical (by transaction serial number), as long as all of the seller's completed Forms 4473 are filed in the same manner. **FORMS 4473 FOR DENIED/CANCELLED TRANSFERS MUST BE RETAINED:** If the transfer of a firearm is denied/cancelled by NICS, or if for any other reason the transfer is not complete after a NICS check is initiated, the licensee must retain the ATF Form 4473 in his or her records for at least 5 years. Forms 4473 with respect to which a sale, delivery, or transfer did not take place shall be separately retained in alphabetical (by name) or chronological (by date of transferee's certification) order.

If you or the buyer discover that an ATF Form 4473 is incomplete or improperly completed after the firearm has been transferred, and you or the buyer wish to make a record of your discovery, then photocopy the inaccurate form and make any necessary additions or revisions to the photocopy. You only should make changes to Sections B and D. The buyer should only make changes to Sections A and C. Whoever made the changes should initial and date the changes. The corrected photocopy should be attached to the original Form 4473 and retained as part of your permanent records.

Over-the-Counter Transaction: The sale or other disposition of a firearm by a seller to a buyer, at the seller's licensed premises. This includes the sale or other disposition of a rifle or shotgun to a nonresident buyer on such premises.

State Laws and Published Ordinances: The publication (ATF P 5300.5) of State firearms laws and local ordinances ATF distributes to licensees.

Exportation of Firearms: The State or Commerce Departments may require you to obtain a license prior to export.

Section A

Question 1. Transferee's Full Name: The buyer must personally complete Section A of this form and certify (sign) that the answers are true, correct, and complete. However, if the buyer is unable to read and/or write, the answers (other than the signature) may be completed by another person, excluding the seller. Two persons (other than the seller) must then sign as witnesses to the buyer's answers and signature.

When the buyer of a firearm is a corporation, company, association, partnership, or other such business entity, an officer authorized to act on behalf of the

Question 11.i. An alien admitted to the United States under a nonimmigrant visa includes, among others, persons visiting the United States temporarily for business or pleasure, persons studying in the United States who maintain a residence abroad, and certain temporary foreign workers. The definition does NOT include permanent resident aliens nor does it apply to nonimmigrant aliens admitted to the United States pursuant to either the Visa Waiver Program or to regulations otherwise exempting them from visa requirements.

An alien admitted to the United States under a nonimmigrant visa who responds "yes" to question 11.i. must provide a response to question 12 indicating whether he/she qualifies under an exception.

Question 12. Exceptions to the Nonimmigrant Alien Response: An alien admitted to the United States under a nonimmigrant visa is not prohibited from purchasing, receiving, or possessing a firearm if the alien: (1) is in possession of a hunting license or permit lawfully issued by the Federal Government, a State, or local government, or an Indian tribe federally recognized by the Bureau of Indian Affairs, which is valid and unexpired; (2) was admitted to the United States for lawful hunting or sporting purposes; (3) has received a waiver from the prohibition from the Attorney General of the United States; (4) is an official representative of a foreign government who is accredited to the United States Government or the Government's mission to an international organization having its headquarters in the United States; (5) is en route to or from another country to which that alien is accredited; (6) is an official of a foreign government or a distinguished foreign visitor who has been so designated by the Department of State; or (7) is a foreign law enforcement officer of a friendly foreign government entering the United States on official law enforcement business.

Persons subject to one of these exceptions should answer "yes" to questions 11.i. and 12 and provide documentation such as a copy of the hunting license or letter granting the waiver, which must be recorded in 20.c. If the transferee (buyer) answered "yes" to this question, the licensee must complete 20.c.

The seller should verify supporting documentation provided by the purchaser and must attach a copy of the provided documentation to this ATF Form 4473, Firearms Transaction Record.

Question 13. State of Residence: The State in which an individual resides. An individual resides in a State if he or she is present in a State with the intention of making a home in that State. If an individual is a member of the Armed Forces on active duty, his or her State of residence also is the State in which his or her permanent duty station is located.

If you are a U.S. citizen with two States of residence, you should list your current residence address in response to question 2 (e.g., *If you are buying a firearm while staying at your weekend home in State X, you should list your address in State X in response to question 2.*)

Question 16. Certification Definition of Engaged in the Business: Under 18 U.S.C. § 922(a)(1), it is unlawful for a person to engage in the business of dealing in firearms without a license. A person is engaged in the business of dealing in firearms if he or she devotes time, attention, and labor to dealing in firearms as a regular course of trade or business with the principal objective of livelihood and profit through the repetitive purchase and resale of firearms. A license is not required of a person who only makes occasional sales, exchanges, or purchases of firearms for the enhancement of a personal collection or for a hobby, or who sells all or part of his or her personal collection of firearms.

Section B

Question 18. Type of Firearm(s): Check all boxes that apply. "Other" refers to frames, receivers and other firearms that are not either handguns or long guns (rifles or shotguns), such as firearms having a pistol grip that expel a shotgun shell, or National Firearms Act (NFA) firearms.

If a frame or receiver can only be made into a long gun (*rifle or shotgun*), it is still a frame or receiver not a handgun or long gun. However, they still are "firearms" by definition, and subject to the same

GCA limitations as any other firearms. See Section 921(a)(3)(b). 18 U.S.C. Section 922(b)(1) makes it unlawful for a licensee to sell any firearm other than a shotgun or rifle to any person under the age of 21. Since a frame or receiver for a firearm, to include one that can only be made into a long gun, is a "firearm other than a shotgun or rifle," it cannot be transferred to anyone under the age of 21. Also, note that multiple sales forms are not required for frames or receivers of any firearms, or pistol grip shotguns, since they are not "pistols or revolvers" under Section 923(g)(3)(a).

Question 19. Gun Shows: If sale at gun show or other qualifying event sponsored by any national, State, or local organization, as authorized by 27 CFR § 478.100, the seller must record the name of event and the location (*city and State*) of the sale in question 19.

Question 20a. Identification: List issuing authority (e.g., *State, County or Municipality*) and type of identification presented (e.g., *Virginia driver's license (VA DL), or other valid government-issued identification*).

Know Your Customer: Before a licensee may sell or deliver a firearm to a nonlicensee, the licensee must establish the identity, place of residence, and age of the buyer. The buyer must provide a valid government-issued photo identification to the seller that contains the buyer's name, residence address, and date of birth. The licensee must record the type, identification number, and expiration date (if any) of the identification in question 20.a. A driver's license or an identification card issued by a State in place of a license is acceptable. Social Security cards are not acceptable because no address, date of birth, or photograph is shown on the cards. A combination of government-issued documents may be provided. For example, if a U.S. citizen has two States of residence and is trying to buy a handgun in State X, he may provide a driver's license (*showing his name, date of birth, and photograph*) issued by State Y and another government-issued document (*such as a tax document*) from State X showing his residence address. If the buyer is a member of the Armed Forces on active duty acquiring a firearm in the State where his or her permanent duty station is located, but he or she has a driver's license from another State, you should list the buyer's military identification card and official orders showing where his or her permanent duty station is located in response to question 20.a.

Question 20.b. Alternate Documentation: Licensees may accept a combination of valid government-issued documents to satisfy the identification document requirements of the law. The required valid government-issued photo identification document bearing the name, photograph, and date of birth of transferee may be supplemented by another valid, government-issued document showing the transferee's residence address. This alternate documentation should be recorded in question 20.b., with issuing authority and type of identification presented. A combination of government-issued documents may be provided. For example, if a U.S. citizen has two States of residence and is trying to buy a handgun in State X, he may provide a driver's license (*showing his name, date of birth, and photograph*) issued by State Y and another government-issued document (*such as a tax document*) from State X showing his residence address.

Question 20c. Documentation for Aliens Admitted to the United States Under a Nonimmigrant Visa: See instructions for Question 11.i. Types of acceptable documents would include a valid hunting license lawfully issued in the United States or a letter from the U.S. Attorney General granting a waiver.

Question(s) 21, 22, 23, NICS BACKGROUND CHECKS: 18 U.S.C. § 922(t) requires that prior to transferring any firearm to an unlicensed person, a licensed importer, manufacturer, or dealer must first contact the National Instant Criminal Background Check System (NICS). NICS will advise the licensee whether the system finds any information that the purchaser is prohibited by law from possessing or receiving a firearm. For purposes of this form, contacts to NICS include contacts to State agencies designated to conduct NICS checks for the Federal Government. **WARNING:** Any seller who transfers a firearm to any person they know or have reasonable cause to believe is prohibited from receiving or possessing a firearm violates the law, even if the seller has complied with the background check requirements of the Brady law.

After the buyer has completed Section A of the form and the licensee has completed questions 18-20, and before transferring the firearm, the licensee must contact NICS (*read below for NICS check exceptions*). However, the licensee should NOT contact NICS and should stop the transaction if: the

I certify that my answers to Section A are true, correct, and complete. I have read and understand the Notices, Instructions, and Definitions on ATF Form 4473. I understand that answering "yes" to question 11.a. if I am not the actual buyer is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I understand that a person who answers "yes" to any of the questions 11.b. through 11.k. is prohibited from purchasing or receiving a firearm. I understand that a person who answers "yes" to question 11.l. is prohibited from purchasing or receiving a firearm, unless the person also answers "Yes" to question 12. I also understand that making any false oral or written statement, or exhibiting any false or misrepresented identification with respect to this transaction, is a crime punishable as a felony under Federal law, and may also violate State and/or local law. I further understand that the repetitive purchase of firearms for the purpose of resale for livelihood and profit without a Federal firearms license is a violation of law (See Instructions for Question 16).

16. Transferee's/Buyer's Signature

Isiah Bolas

17. Certification Date

4-30-2016

Section B - Must Be Completed By Transferor (Seller)

18. Type of firearm(s) to be transferred (check or mark all that apply):

☒ Handgun ☐ Long Gun (rifles or shotguns) ☐ Other Firearm (Frame, Receiver, etc. See Instructions for Question 18.)

19. If sale at a gun show or other qualifying event:

Name of Event

City, State

20a. Identification (e.g., Virginia Driver's license (VA DL) or other valid government-issued photo identification.) (See Instructions for Question 20.a.)

Issuing Authority and Type of Identification

Number on Identification

Expiration Date of Identification (if any)

Month

Day

Year

Missouri Non-driver License

7008

2017

20b. Alternate Documentation (if driver's license or other identification document does not show current residence address) (See Instructions for Question 20.b.)

20c. Aliens Admitted to the United States Under a Nonimmigrant Visa Must Provide: Type of documentation showing an exception to the nonimmigrant visa prohibition. (See Instructions for Question 20.c.)

Questions 21, 22, or 23 Must Be Completed Prior To The Transfer Of The Firearm(s) (See Instructions for Questions 21, 22 and 23.)

21a. Date the transferee's identifying information in Section A was transmitted to NICS or the appropriate State agency: (Month/Day/Year)

Month
04

Day
30

Year
2016

21b. The NICS or State transaction number (if provided) was:

37D967P

21c. The response initially provided by NICS or the appropriate State agency was:

☒ Proceed
☐ Denied
☐ Cancelled

☐ Delayed

[The firearm(s) may be transferred on _____ (Missing Disposition Information date provided by NICS) if State law permits (optional)]

21d. If initial NICS or State response was "Delayed," the following response was received from NICS or the appropriate State agency:

☐ Proceed _____ (date)

☐ Denied _____ (date)

☐ Cancelled _____ (date)

☐ No resolution was provided within 3 business days.

21e. (Complete if applicable.) After the firearm was transferred, the following response was received from NICS or the appropriate State agency on: _____ (date). ☐ Proceed ☐ Denied ☐ Cancelled

21f. The name and Brady identification number of the NICS examiner (Optional)

(name)

(number)

22. ☐ No NICS check was required because the transfer involved only National Firearms Act firearm(s). (See Instructions for Question 22.)

23. ☐ No NICS check was required because the buyer has a valid permit from the State where the transfer is to take place, which qualifies as an exemption to NICS (See Instructions for Question 23.)

Issuing State and Permit Type

Date of Issuance (if any)

Expiration Date (if any)

Permit Number (if any)

Section C - Must Be Completed Personally By Transferee (Buyer)

If the transfer of the firearm(s) takes place on a different day from the date that the transferee (buyer) signed Section A, the transferee must complete Section C immediately prior to the transfer of the firearm(s). (See Instructions for Question 24 and 25.)

I certify that my answers to the questions in Section A of this form are still true, correct and complete.

24. Transferee's/Buyer's Signature

25. Recertification Date

Transferor (Seller) Continue to Next Page
STAPLE IF PAGES BECOME SEPARATED

ACQUISITION

DESCRIPTION OF FIREARM							RECEIPT
CODE	MANUFACTURER and / or IMPORTER	MODEL	SERIAL NUMBER	TYPE	CALIBER OR GAUGE	DATE	FROM WHOM RECEIVED (Name and Address or Name and License Number)
211	Jimenez Arms	JA380	361128	Pistol	380ACP	12/15/15	National Wholesale Distribution 1-58-117-01-76-10547

ACQUISITION

DESCRIPTION OF FIREARM							RECEIPT
CODE	MANUFACTURER and / or IMPORTER	MODEL	SERIAL NUMBER	TYPE	CALIBER OR GAUGE	DATE	FROM WHOM RECEIVED (Name and Address or Name and License Num
292	Tornez Arms Inc.	JH380	361229	Pistol	380ACP	1/14/16	National Wholesale Distrib 1-58-117-01-16-10947
295	Tornez Arms Inc.	JH380	361232	Pistol	380ACP	1/14/16	National Wholesale Distrib 1-58-117-01-16-10947

PIN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

ALVINO CRAWFORD, et al.,)	
)	
Plaintiffs,)	Case No. 1916-CV17245
)	
v.)	
)	Division 10
JIMENEZ ARMS, INC., et al.,)	
)	
Defendants.)	

CHRISTOPHER BENDET'S ANSWERS
TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

COMES NOW Christopher Bendet, in his individual capacity ("Bendet"), by and through undersigned counsel, and pursuant to Mo. R. Civ. P. 57.01, and Local Rule 32.2.2, hereby submits the following answers to Plaintiffs' First Set of Interrogatories.

The following answers exclude information subject to the attorney-client privilege or attorney work-product doctrine.

INTERROGATORIES

INTERROGATORY NO. 1: Provide the name, address, and phone number of each person involved in providing information to respond to these interrogatories.

ANSWER: Christopher A. Bendet, 14650 N. Love Ct., Fountain Hills, AZ 85268.

INTERROGATORY NO. 2: Describe the circumstances when You first met James Samuels, including date, location, and the activity You were engaged in at the time, and whether the meeting was in-person.

ANSWER: I met James Samuels in person for the first time on December 20, 2015 at the R.K. Show sometime in the morning between 9-11 a.m. at the KCI Expo Center, 11730

N. Ambassador Dr., Kansas City, MO 64153. I had rented one table at the show for the purpose of selling firearms. In addition, please see GTA_00350-352.

INTERROGATORY NO. 3: For each transaction involving a firearm or ammunition that You or Green Tip Arms of Missouri transacted with James Samuels, Iesha Boles, Eugene Wilson, Jerome Walker, Devon Davis, or Jimenez Arms, list the date, the transferor and transferee, and (i) for a firearm, the make, model, and serial number of each firearm, or (ii) for ammunition, the brand, caliber, and quantity of ammunition involved in each transaction.

ANSWER:

(i): 12/20/2015 Transferor: Green Tip Arms LLC. Transferee: James Samuels Make: Jimenez Arms Model: JA380 Serial#:361128.

12/24/2015 Transferor: Green Tip Arms LLC. Transferee: James Samuels Make: Jimenez Arms Model: JA380 Serial#:361149, 361150.

12/29/2015 Transferor: Green Tip Arms LLC. Transferee: Lostein Jordan Make: Jimenez Arms Model: JA380 Serial#:361128.

01/14/2016 Transferor: Green Tip Arms LLC. Transferee: James Samuels Make: Taurus Model:4510 Serial#:IY198123.

02/01/2016 Transferor: Green Tip Arms LLC. Transferee: Iesha Boles Make: Jimenez Arms Model: JANINE Serial#:098813.

04/01/2016 Transferor: Green Tip Arms LLC. Transferee: James Earl Johnson III Make: Jimenez Arms Model:JA380 Serial#:361149.

04/01/2016 Transferor: Green Tip Arms LLC. Transferee: Jermaine Renard Ballew Make: Jimenez Arms Model:JA380 Serial#:361150.

04/07/2016 Transferor: Green Tip Arms LLC. Transferee: James Samuels Make: Jimenez Arms Model:JA380 Serial#:361229, 361232.

04/30/2016 Transferor: Green Tip Arms LLC. Transferee: Iesha Boles Make: Jimenez Arms Model:JA380 Serial#361229.

In each of the above instances, the firearms were logged in the store's log book and an ATF Form 4473 was completed and entered into the FBI NICS system, which received a "Proceed" response.

I never had any contact of any kind with Eugene Wilson, Jerome Walker, or Devon Davis. I do not recall purchasing a firearm directly from Jimenez Arms.

(ii): Neither Green Tip Arms of Missouri or I sold ammunition as part of our business. No ammunition was sold by me or Green Tip Arms of Missouri to any of the above listed individuals.

In addition, please see GTA_00350-352.

INTERROGATORY NO. 4: List the date and location of each in-person, telephone, text message, or electronic communication that You had with James Samuels, Iesha Boles, Eugene Wilson, Jerome Walker, or Devon Davis.

ANSWER:

12/20/2015 James Samuels contact in person

12/24/2015 James Samuels contact via phone/in person

12/29/2015 Loistein Jordan contact in person

01/14/2015 James Samuels contact via phone/in person

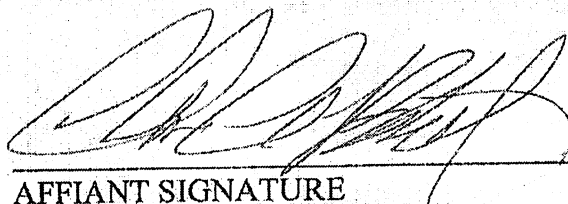
02/01/2016 James Samuels contact via phone/in person

02/01/2016 Iesha Boles contact in person

SWORN SIGNATURE OF DEFENDANT

STATE OF Arizona)
COUNTY OF Maricopa) ss.

Christopher A Bendet, having been duly sworn upon his/her oath, states that he/she has read the foregoing interrogatories, and the answers given are true and correct to the best of affiant's knowledge and belief.

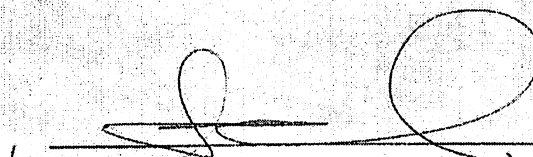


AFFIANT SIGNATURE
(Not to be signed by attorney)

Christopher A Bendet
AFFIANT PRINTED NAME

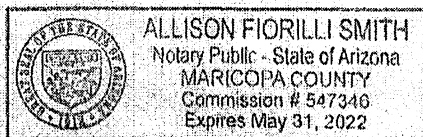
Owner
AFFIANT TITLE

The foregoing answers to interrogatories were subscribed and sworn to before me this 15 day of October 2019.


Notary Public

My Commission Expires:

5/31/2022



**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

IESHA T. BOLES,

Defendant.

Case No. 19-00182-01-CR-W-SRB

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. **The Parties.** The parties to this agreement are the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by Timothy A. Garrison, United States Attorney, and Bradley K. Kavanaugh, Assistant United States Attorney, and the defendant, Iesha T. Boles ("the defendant"), represented by David A. Kelly.

The defendant understands and agrees that this plea agreement is only between her and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. **Defendant's Guilty Plea.** The defendant agrees to and hereby does plead guilty to Count One of the Information charging her with a violation of 18 U.S.C. §§ 371 and 924(a)(1)(A), that is, Conspiracy to Make False Statements During Purchase of Firearms. By entering into this plea agreement, the defendant admits that she knowingly committed this offense, and is in fact guilty of this offense.

3. **Factual Basis for Guilty Plea.** The parties agree that the facts constituting the offense to which she is pleading guilty are as follows:

On or about November 22, 2013, Co-Conspirator James Samuels, purchased a Jimenez, Model J.A. Nine, 9mm, pistol, Serial Number 284356, from Jimenez Arms, Inc., for \$120 and had the firearm shipped to Conceal & Carry, Federal Firearm License (FFL), located at 12004 East 47th Street Kansas City, Missouri. The firearm was subsequently transferred to **IESHA T. BOLES** through Conceal & Carry on or about July 7, 2014. The firearm was reported stolen by **BOLES** on or about July 23, 2014, sixteen (16) days after purchase, during a reported armed robbery in Kansas City, Missouri. On or about November 13, 2013, Co-Conspirator Samuels purchased a Jimenez, Model J.A. 380, .380 caliber, pistol, Serial Number 285794, from Foothills Firearms, LLC, via GunBroker.com for \$100 and had the firearm shipped to Conceal & Carry. The firearm was subsequently transferred to **BOLES** through Conceal & Carry on or about July 21, 2014. **BOLES** then reported the firearm stolen on or about July 23, 2014, two (2) days after purchase, during a reported armed robbery in Kansas City, Missouri. On or about November 22, 2013, Co-Conspirator Samuels purchased a Jimenez, Model L.C. 380, .380 caliber, pistol, Serial Number 264092, from Jimenez Arms, Inc., for \$120 and had the firearm shipped to Conceal & Carry. The firearm was subsequently transferred to **BOLES** through Conceal & Carry on or about August 6, 2014. On or about December 10, 2013, Co-Conspirator Samuels purchased a Jimenez, Model L.C. 380, .380 caliber, pistol, Serial Number 264659, from Jimenez Arms, Inc., for \$120.00 and had the firearm shipped to Conceal & Carry. The firearm was subsequently transferred to **BOLES** through Conceal & Carry on or about November 2, 2014. Two (2) Jimenez firearms were reported stolen by **BOLES** with unknown serial numbers on or about December 19, 2014, during a reported burglary with forced entry. On or about November 14, 2015, a Jimenez, Model J.A. Nine, 9mm, pistol, Serial Number 098813, was transferred to Co-Conspirator Samuels at CR Sales (FFL), 1703 South Noland Road, Independence, Missouri. Co-Conspirator Samuels then transferred the firearm to **BOLES** at Green Tip Arms, LLC (FFL), 203 South Pelham Path Raymore, Missouri, on or about February 1, 2016. On or about October 27, 2016, Co-Conspirator Samuels purchased a Jimenez, Model L.C. 380, .380 caliber, pistol, Serial Number 264089 from Security Solutions via GunBroker.com for \$125. On or about May 1, 2017, Co-Conspirator Samuels transferred the firearm to **BOLES** at Mission Ready Gunworks (FFL) 1924 Linn Street, Kansas City, Missouri. On or about June 11, 2017, **BOLES** reported the firearm stolen forty-one (41) days after transfer. On July 8, 2017, **BOLES** again reported the same firearm stolen.

BOLES acknowledges that she was not the actual transferee/buyer for each of the aforementioned firearms, but instead, was acquiring the firearms on behalf of another person. Further, **BOLES** acknowledges that on each occasion herein, she knowingly made a false representation to the federally licensed firearms dealer in order to complete the firearm transfer.

drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

Timothy A. Garrison
United States Attorney

Dated: 5/28/2019

/s/ Bradley K. Kavanaugh
Bradley K. Kavanaugh
Assistant United States Attorney
Narcotics & Violent Crimes Unit

I have consulted with my attorney and fully understand all of my rights with respect to the offense charged in the Information. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

Dated: 5/28/19

/s/ Iesha T. Boles
Iesha T. Boles
Defendant

I am defendant Iesha T. Boles' attorney. I have fully explained to Iesha T. Boles her rights with respect to the offense charged in the Information. Further, I have reviewed with her the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with her. To my knowledge, Iesha T. Boles' decision to enter into this plea agreement is an informed and voluntary one.

Dated: 5/28/19

/s/ David A. Kelly
David A. Kelly
Defendant's Attorney

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v.

JAMES SAMUELS,
[DOB: 10/15/1965]

Defendant.

Case No. _____

COUNT ONE:

***Conspiracy to Make False Statements During
Purchase of Firearms***

18 U.S.C. §§ 371 and 924(a)(1)(A)

NMT: 5 Years' Imprisonment

NMT: \$250,000 Fine

NMT: 3 Years' Supervised Release

Class D Felony

COUNT TWO:

***Engaging in the Business of Dealing Firearms
Without a License***

18 U.S.C. §§ 922(a)(1)(A), 923(a) and
924(a)(1)(D)

NMT: 5 Years' Imprisonment

NMT: \$250,000 Fine

NMT: 3 Years' Supervised Release

Class D Felony

**COUNTS THREE, FIVE, SIX, SEVEN,
NINE, and TWELVE:**

***Sale of a Firearm and Ammunition to a
Prohibited Person***

18 U.S.C. §§ 922(d)(1) and 924(a)(2)

NMT: 10 Years' Imprisonment

NMT: \$250,000 Fine

NMT: 3 Years' Supervised Release

Class C Felony

COUNT FOUR, EIGHT, and TEN:

***Knowing Transfer of a Firearm for Use in a
Crime of Violence***

18 U.S.C. § 924(h)

NMT: 10 Years' Imprisonment

NMT: \$250,000 Fine

NMT: 3 Years' Supervised Release

Class C Felony

EXHIBIT

4

COUNTS ELEVEN and THIRTEEN:

Possession of an Unregistered Firearm

26 U.S.C. §§ 5841, 5861(d) and 5871

NMT: 10 Years' Imprisonment

NMT: \$250,000 Fine

NMT: 3 Years' Supervised Release

Class C Felony

COUNT FOURTEEN:

Possession of a Stolen Firearm

18 U.S.C. §§ 922(j) and 924(a)(2)

NMT: 10 Years' Imprisonment

NMT: \$250,000 Fine

NMT: 3 Years' Supervised Release

Class C Felony

\$100 Mandatory Special Assessment Each
Felony Count

INDICTMENT

THE GRAND JURY CHARGES THAT:

COUNT ONE

Conspiracy to Make False Statements During Purchase of Firearms

From on or about July 7, 2014, and continuing thereafter until on or about October 4, 2018, in the Western District of Missouri and elsewhere, the defendant, JAMES SAMUELS, and others, known and unknown to the Grand Jury, knowingly and willfully conspired and agreed together and with each other, to commit an offense against the United States, to wit: to make false statements and representations to persons licensed to deal in firearms under the provisions of Chapter 44 of Title 18, United States Code, with respect to information required by the provisions of Chapter 44 of Title 18, United States Code, to be kept in the records of the licensed dealers, by misrepresenting the identity of the actual buyer of firearms, contrary to the provisions of Title 18, United States Code, Section 924(a)(1)(A).

MANNER AND MEANS

It was part of the conspiracy that the defendant, JAMES SAMUELS, and his co-conspirators, would make false statements to persons licensed to deal in firearms, during the course of firearm transfers, as to the identity of the actual buyer of the firearm, as required on ATF Form 4473.

OVERT ACTS

In furtherance of the conspiracy and to effect the objects of the conspiracy, the following overt acts, among others, were committed in the Western District of Missouri and elsewhere:

1. On or about November 22, 2013, the defendant, JAMES SAMUELS, purchased a Jimenez, Model J.A. Nine, 9mm, pistol, Serial Number 284356, from Jimenez Arms, Inc., for \$120 and had the firearm shipped to Conceal & Carry Federal Firearm License (FFL), 12004 East 47th Street Kansas City, Missouri.
2. The firearm was subsequently transferred to Co-Conspirator #1 through Conceal & Carry on or about July 7, 2014.
3. The firearm was reported stolen by Co-Conspirator #1 on or about July 23, 2014, sixteen (16) days after purchase, during a reported armed robbery in Kansas City, Missouri.
4. On or about November 13, 2013, the defendant, JAMES SAMUELS, purchased a Jimenez, Model J.A. 380, .380 caliber, pistol, Serial Number 285794, from Foothills Firearms, LLC, via GunBroker.com for \$100 and had the firearm shipped to Conceal & Carry.
5. The firearm was subsequently transferred to Co-Conspirator #1 through Conceal & Carry on or about July 21, 2014.
6. Co-Conspirator #1 then reported the firearm stolen on or about July 23, 2014, two (2) days after purchase, during a reported armed robbery in Kansas City, Missouri.

7. On or about November 22, 2013, the defendant, JAMES SAMUELS, purchased a Jimenez, Model L.C. 380, .380 caliber, pistol, Serial Number 264092, from Jimenez Arms, Inc., for \$120 and had the firearm shipped to Conceal & Carry.

8. The firearm was subsequently transferred to Co-Conspirator #1 through Conceal & Carry on or about August 6, 2014.

9. Two (2) Jimenez firearms were reported stolen by Co-Conspirator #1 with unknown serial numbers on or about December 19, 2014, during a reported burglary with forced entry.

10. On or about December 10, 2013, the defendant, JAMES SAMUELS, purchased a Jimenez, Model L.C. 380, .380 caliber, pistol, Serial Number 264659, from Jimenez Arms, Inc., for \$120.00 and had the firearm shipped to Conceal & Carry.

11. The firearm was subsequently transferred to Co-Conspirator #1 through Conceal & Carry on or about November 2, 2014.

12. Two (2) Jimenez firearms were reported stolen by Co-Conspirator #1 with unknown serial numbers on or about December 19, 2014, during a reported burglary with forced entry.

13. On or about November 14, 2015, a Jimenez, Model J.A. Nine, 9mm, pistol, Serial Number 098813, was transferred to the defendant, JAMES SAMUELS, at CR Sales (FFL), 1703 South Noland Road, Independence, Missouri.

14. The defendant, JAMES SAMUELS, then transferred the firearm to Co-Conspirator #1 at Green Tip Arms, LLC (FFL), 203 South Pelham Path Raymore, Missouri, on or about February 1, 2016.

15. On or about October 27, 2016, the defendant, JAMES SAMUELS, purchased a

Jimenez, Model L.C. 380, .380 caliber, pistol, Serial Number 264089 from Security Solutions via GunBroker.com for \$125.

16. On or about May 1, 2017, the defendant, JAMES SAMUELS, transferred the firearm to Co-Conspirator #1 at Mission Ready Gunworks (FFL) 1924 Linn Street, Kansas City, Missouri.

17. On or about June 11, 2017, Co-Conspirator #1 reported the firearm stolen forty-one (41) days after transfer.

18. From approximately June 1, 2015 to approximately November 2, 2016, the defendant, JAMES SAMUELS, had six (6) firearms transferred to him at CR Sales, two (2) of which were transferred out to a third party on an ATF Form 4473, and four (4) were transferred to third parties at three (3) different FFLs.

19. From approximately January 7, 2017 to approximately November 21, 2017, the defendant, JAMES SAMUELS, had sixteen (16) firearms transferred to him at Mission Ready Gunworks.

20. The defendant, JAMES SAMUELS, transferred three (3) of those sixteen (16) firearms to a third party on ATF Form 4473 at Mission Ready Gunworks.

21. On or about October 4, 2018, law enforcement executed a search warrant for the defendant, JAMES SAMUELS' residence, located at 2201 East 38th Street, Kansas City, Jackson County, Missouri. Upon execution of the warrant, law enforcement recovered twenty-eight (28) firearms, consisting of twenty-two (22) handguns, five (5) rifles and one (1) shotgun.

All contrary to the provisions of Title 18, United States Code, Section 371.

COUNT TWO

Engaging in the Business of Dealing Firearms Without a License

On or between July 7, 2014, and October 4, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, not being a licensed dealer of firearms within the meaning of Chapter 44, Title 18, United States Code, did willfully engage in the business of dealing in firearms, contrary to the provisions of Title 18, United States Code, Sections 922(a)(1)(A), 923(a), and 924(a)(1)(D).

COUNT THREE

Sale of a Firearm and Ammunition to a Prohibited Person

On or about June 29, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, knowingly sold a firearm and ammunition, that is, a Winchester Model 12, 12-gauge shotgun, Serial Number 1900308, and one (1) box of twenty-five (25) Federal 2 ¾ inch, 12-gauge eight (8) shot shotgun shells, to ATF Confidential Informant #26823, knowing and having reasonable cause to believe that ATF Confidential Informant #26823 had been convicted of a crime punishable by imprisonment for a term exceeding one year, contrary to the provisions of Title 18, United States Code, Sections 922(d)(1) and 924(a)(2).

COUNT FOUR

Knowing Transfer of a Firearm for Use in a Crime of Violence

On or about June 29, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, did knowingly transfer a firearm, that is, a Winchester Model 12, 12-gauge shotgun, Serial Number 1900308, knowing that the firearm would be used in a crime of violence, contrary to the provisions of Title 18, United States Code, Section 924(h).

COUNT FIVE

Sale of a Firearm and Ammunition to a Prohibited Person

On or about July 19, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, knowingly sold a firearm and ammunition, that is, a Jimenez Arms, Model J.A. NINE, 9mm pistol, Serial Number 355076, and one (1) box containing fifty (50) rounds of Monarch 9mm ammunition, to ATF Confidential Informant #1331, knowing and having reasonable cause to believe that ATF Confidential Informant #1331 had been convicted of a crime punishable by imprisonment for a term exceeding one year, contrary to the provisions of Title 18, United States Code, Sections 922(d)(1) and 924(a)(2).

COUNT SIX

Sale of Ammunition to a Prohibited Person

On or about July 19, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, knowingly sold ammunition, that is, one (1) box of twenty-five (25) Federal 2 ¾ inch, 12-gauge eight (8) shot shotgun shells, and one (1) box containing fifty (50) rounds of Aguila .22 caliber long rifle ammunition, to ATF Confidential Informant #26823, knowing and having reasonable cause to believe that ATF Confidential Informant #26823 had been convicted of a crime punishable by imprisonment for a term exceeding one year, contrary to the provisions of Title 18, United States Code, Sections 922(d)(1) and 924(a)(2).

COUNT SEVEN

Sale of a Firearm and Ammunition to a Prohibited Person

On or about September 5, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, knowingly sold a firearm and ammunition, that is, an American Tactical Imports Omni-Hybrid AR-15 .223 caliber rifle, Serial Number NS179118, and four (4) boxes, each containing twenty (20) rounds of Wolf .223 caliber ammunition, to ATF Confidential Informant #1331, knowing and having reasonable cause to believe that ATF Confidential Informant #1331 had been convicted of a crime punishable by imprisonment for a term exceeding one year, contrary to the provisions of Title 18, United States Code, Sections 922(d)(1) and 924(a)(2).

COUNT EIGHT

Knowing Transfer of a Firearm for Use in a Crime of Violence

On or about September 5, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, did knowingly transfer a firearm, that is, an American Tactical Imports Omni-Hybrid AR-15 .223 caliber rifle, Serial Number NS179118, knowing that the firearm would be used in a crime of violence, contrary to the provisions of Title 18, United States Code, Section 924(h).

COUNT NINE

Sale of a Firearm and Ammunition to a Prohibited Person

On or about September 5, 2018, in the Western District of Missouri, the defendant JAMES SAMUELS, knowingly sold a firearm and ammunition, that is, an American Tactical Imports Omni-Hybrid AR-15 .223 caliber pistol, Serial Number NS180358, and two (2) boxes, each containing twenty (20) rounds of Wolf .223 caliber ammunition, to ATF Confidential Informant #1331, knowing and having reasonable cause to believe that ATF Confidential Informant #1331 had been convicted of a crime punishable by imprisonment for a term exceeding one year, contrary to the provisions of Title 18, United States Code, Sections 922(d)(1) and 924(a)(2).

COUNT TEN

Knowing Transfer of a Firearm for Use in a Crime of Violence

On or about September 5, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, did knowingly transfer a firearm, that is, an American Tactical Imports Omni-Hybrid AR-15 .223 caliber pistol, Serial Number NS180358, knowing that the firearm would be used in a crime of violence, contrary to the provisions of Title 18, United States Code, Section 924(h).

COUNT ELEVEN

Possession of an Unregistered Firearm

On or about September 5, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, knowingly received and possessed a firearm, that is, an American Tactical Imports Omni-Hybrid AR-15 .223 caliber pistol with a vertical fore grip installed, Serial Number NS180358, not registered to him in the National Firearms Registration and Transfer Record, contrary to the provisions of Title 26, United States Code, Sections 5841, 5861(d), and 5871.

COUNT TWELVE

Sale of a Firearm and Ammunition to a Prohibited Person

On or about October 4, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, knowingly sold a firearm and ammunition, that is, an Armscor of the Philippines, Model 206 .38 special caliber revolver, Serial Number RIA1847487, and one (1) box containing fifty (50) rounds of Winchester .38 special ammunition, to ATF Confidential Informant #1331, knowing and having reasonable cause to believe that ATF Confidential Informant #1331 had been convicted of a crime punishable by imprisonment for a term exceeding one year, contrary to the provisions of Title 18, United States Code, Sections 922(d)(1) and 924(a)(2).

COUNT THIRTEEN
Possession of an Unregistered Firearm

On or about October 4, 2018, in the Western District of Missouri, the defendant, JAMES SAMUELS, knowingly received and possessed a firearm, that is, a Glock, Model 22 .40 caliber pistol with a TAC Isran GLR 440 stock installed, Serial Number NMG800, not registered to him in the National Firearms Registration and Transfer Record, contrary to the provisions of Title 26, United States Code, Sections 5841, 5861(d), and 5871.

COUNT FOURTEEN
Possession of a Stolen Firearm

On or about October 4, 2018, in the Western District of Missouri, the defendant JAMES SAMUELS, knowingly possessed a stolen firearm, that is a Colt, Model 1911, .45 caliber pistol, Serial Number FA24014, which had been shipped and transported in interstate or foreign commerce, knowing and having reasonable cause to believe the firearm was stolen, contrary to the provisions of Title 18, United States Code, Sections 922(j) and 924(a)(2).

A TRUE BILL.

10/24/18
DATE

/s/ Shannon Cassidy
FOREPERSON OF THE GRAND JURY

/s/ Bradley K. Kavanaugh
Bradley K. Kavanaugh
Assistant United States Attorney
Narcotics & Violent Crimes Unit
Western District of Missouri