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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES**

18 THE PEOPLE OF THE STATE OF CALIFORNIA,

19 Plaintiffs,

20 vs.

21
22 POLYMER80, INC., a Nevada Corporation;
23 DAVID BORGES, an individual; LORAN
KELLEY, an individual,

24 Defendants.
25
26
27
28

Case No. 21STCV06257

[Related to Case No. 21STCV29196]

*[Assigned for all purposes to the Hon. Daniel
S. Murphy, Department 32]*

**DECLARATION OF MICHAEL
MARRON IN SUPPORT OF
DEFENDANTS' MOTION FOR
SUMMARY JUDGMENT OR, IN THE
ALTERNATIVE, FOR SUMMARY
ADJUDICATION**

Date: June 5, 2023

Time: 8:30 a.m.

Department: 32

Reservation ID: 428792836008

Complaint Filed: February 17, 2021

Trial Date: May 30, 2023

1 I, Michael Marron, declare the following:

2 1. I am an attorney at law duly licensed to practice in all of the Courts of the State of New
3 York, admitted *pro hac vice* to appear in this case, Senior Counsel with the law firm of Greenspoon
4 Marder LLP, and counsel of record for Defendants Polymer80, Inc., David Borges, and Loran Kelley.

5 2. I have personal knowledge of the matters set forth herein and, if called as a witness,
6 could and would competently testify thereto.

7 3. Attached as **EXHIBIT A** is a true and correct copy of the Declaration of Loran Kelley,
8 executed for use in this action.

9 4. Attached as **EXHIBIT B** is a true and correct copy of pertinent portions of the
10 transcript of the deposition of Loran Kelley, taken in this action.

11 5. Attached as **EXHIBIT C** is a true and correct copy of pertinent portions of the
12 transcript of the deposition of David Borges, taken in this action.

13 6. Attached as **EXHIBIT D** is a true and correct copy of Plaintiff's Complaint for
14 Injunctive Relief, Statutory Penalties, and Abatement for Violations of Bus. & Prof. Code Section
15 17200 and Public Nuisance, filed in this action.

16 7. Attached as **EXHIBIT E** is a true and correct copy of pertinent portions of the
17 transcript of the deposition of Dan McCalmon, Volume I, taken in this action.

18 8. Attached as **EXHIBIT F** are true and correct copies of the ATF's Determination Letter
19 and Polymer80's Submission Letter regarding the Polymer80 PF940C product.

20 9. Attached as **EXHIBIT G** is a true and correct copy of the Cooperation Agreement
21 between Polymer80 and the United States Attorney's Office for the Central District of California.

22 10. Attached as **EXHIBIT H** is a true and correct copy of Plaintiff's Responses and
23 Objections to Defendant Polymer80, Inc.'s Special Interrogatories, Set One, served in this action.

24 11. Attached as **EXHIBIT I** is a true and correct copy of Letter from State Attorneys
25 General to Hon. Merrick Garland, *Comment on Proposed Rule entitled "Definition of 'Frame or*
26 *Receiver' and Identification of Firearms"; Docket No. ATF 2021R-05 (86 Fed. Reg. 27,720 (May,*
27 *21, 2021)) (Aug. 19, 2021).*

28

1 **PROOF OF SERVICE**

2 *The People of The State of California vs. Polymer80, Inc., David Borges, Loran Kelley*
3 Case No. 21STCV06257

4 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
5 **FOR THE COUNTY OF LOS ANGELES**

6 I am employed in the County of Jefferson, State of Alabama. I am over the age of eighteen
7 years and not a party to this action. My business address is 1819 5th Avenue N, Birmingham, AL
8 35203. On March 16, 2023, I served true and correct copies of the following document(s) described
9 as **DECLARATION OF MICHAEL MARRON IN SUPPORT OF DEFENDANTS’ MOTION**
10 **FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, FOR SUMMARY**
11 **ADJUDICATION** on the interested parties in this action as follows:

12 **SEE ATTACHED SERVICE LIST**

13 **BY E-MAIL OR ELECTRONIC TRANSMISSION:** Based on a court order or an
14 agreement of the parties to accept service by e-mail or electronic transmission, I caused the
15 document(s) to be sent from e-mail address clamar@bradley.com to the persons at the e-mail addresses
16 listed in the Service List. I did not receive, within a reasonable time after the transmission, any
17 electronic message or other indication that the transmission unsuccessful.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct.

20 Executed on March 16, 2023, at Birmingham, Alabama.

21 */s/ W. Chadwick Lamar, Jr.*
22 _____
23 W. Chadwick Lamar, Jr.

1 **SERVICE LIST**

2 *The People of The State of California vs. Polymer80, Inc., David Borges, Loran Kelley*
3 *Case No. 21STCV06257*

4 **OFFICE OF THE LOS ANGELES CITY**
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EXHIBIT A

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14 Counsel to Defendants Polymer80, Inc.,
15 David Borges, and Loran Kelley

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17 **FOR THE COUNTY OF LOS ANGELES**

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Case No. 21STCV06257

[Related to Case No. 21STCV29196]

[Assigned for all purposes to the Hon. Daniel
S. Murphy, Department 32]

**DECLARATION OF LORAN KELLEY
IN SUPPORT OF DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT
OR, IN THE ALTERNATIVE, FOR
SUMMARY ADJUDICATION**

Date: June 5, 2023
Time: 8:30 a.m.
Department: 32
Reservation ID: 428792836008

Complaint Filed: February 17, 2021
Trial Date: May 30, 2023

1 I, Loran Kelley, declare the following:

2 1. I am one of the founders of Polymer80, Inc. ("Polymer80"), a part-owner of Polymer80,
3 and Polymer80's President and Chief Executive Officer.

4 2. I have personal knowledge of the matters contained herein and, if called as a witness,
5 could and would competently testify as follows.

6 3. Polymer80 is a Nevada-based company that designs, manufactures, markets, and
7 distributes firearms, non-firearm products, and other innovative components and accessories.
8 Polymer80 has held a Federal Firearms License to conduct business as a manufacturer and dealer of
9 firearms since 2016.

10 4. David Borges and I co-founded Polymer80 in 2013. Borges was a part owner of
11 Polymer80 from early 2013 until October 2021. He served as the company's Chief Executive Officer
12 and Chief Financial Officer during his tenure of co-ownership and involvement with Polymer80.

13 5. At the heart of Polymer80's business is the aim to allow customers to participate in the
14 build process of creating a constitutionally protected instrument, thereby practicing the longstanding
15 American tradition of creating those instruments. In doing so, Polymer80 has always strived to help
16 law-abiding citizens enjoy and engage their Second Amendment freedoms within the confines of the
17 law. Polymer80's customers are do-it-yourself hobbyists who appreciate the challenge of
18 manufacturing their own finished products.

19 6. Polymer80 is and has been the industry leader in the design, manufacture, and
20 distribution of frame and receiver blanks, jigs, and associated parts kits. As relevant to this lawsuit,
21 Polymer80 has developed and sold three general categories of products.

22 7. First, Polymer80 has developed and sold unfinished frames and receivers, *i.e.*, the part
23 of a pistol or rifle which houses the hammer, bolt or breechblock, and firing mechanism and to which
24 the slide or the barrel and stock are assembled. Unfinished frames and receivers are unfinished because
25 each lacks (1) drilling, cutting, and machining in necessary places such that the product is unable to
26 accept other components as-sold; and (2) other components, tools, and equipment necessary to
27 machine the product into a functional frame or receiver. Armed with the necessary equipment, tools,
28 components, and know-how, a customer could potentially machine an unfinished frame into a

1 functional frame in around 30 minutes to an hour of workmanship; an unfinished receiver would take
2 somewhat longer; and complete manufacture of a functional weapon would take longer still, about
3 two to three hours. A finished frame or receiver could then be used as part of a pistol or rifle.

4 8. Second, Polymer80 has developed and sold unfinished frame and receiver kits. Some
5 kits, such as the PF940V2 pistol frame kit, contained an unfinished frame or receiver along with other
6 components (such as a serialization plate, locking block rail system, rear rail module, and pins) and
7 machining tools (such as a jig, drill bits, and end mill) that are used in the machining process. As of
8 August 2022, Polymer80 no longer offered the jig, the attachment that aligned the product for drilling,
9 or drill bits with its kits. Armed with the necessary equipment, tools, components, and know-how, a
10 customer could potentially machine an unfinished frame into a functional frame in around 30 minutes
11 to an hour of workmanship; an unfinished receiver would take longer; and complete manufacture of a
12 functional weapon would take longer still. These kits did not include any other components necessary
13 to assemble a functional weapon. A finished frame or receiver could then be used a part of a pistol or
14 rifle.

15 9. In 2019 and 2020, Polymer80 developed and sold a pistol kit known as a “Buy Build
16 Shoot” kit. This product came with an unfinished-frame kit and other components and tools that, with
17 additional machining, equipment, and effort, could be used to build a functional weapon. Polymer80
18 stopped marketing and selling this product around December 2020. In addition, Polymer80 has entered
19 a Cooperation Agreement with the United States Attorney’s Office for the Central District of
20 California. In that agreement, Polymer80 agreed that, between the USAO and Polymer80, Buy Build
21 Shoot kits and “similar combinations of parts from which a complete firearm can be assembled . . .
22 are to be classified and considered as ‘firearms’ and ‘handguns’ as those terms are defined under
23 federal law and regulations.” In response, the USAO agreed to “not prosecute Polymer80 . . . related
24 to Polymer80’s manufacture and sale of ‘Buy, Build, Shoot’ firearms kits” on the condition of
25 Polymer80’s “full compliance” with the agreement. Polymer80 is committed to complying with it.

26 10. Polymer80 has developed and sold other individual components, such as slide
27 assemblies and magazines, and it has also separately sold machining tools, such as jigs and endmills,
28 on its website.

1 11. No product relevant to this lawsuit could be machined and assembled into a functional
2 weapon without additional equipment and machining workmanship.

3 12. Polymer80 ceased selling all components and kits into California around June 2022 in
4 response to new California legislation.

5 13. Polymer80 deplores the criminal misuse of its products. Polymer80, its past and current
6 officers, and its employees sympathize with Plaintiff's struggles related to the criminal misuse of
7 firearms and related products by violent offenders, and we unequivocally condemn gun violence and
8 the criminal misuse of firearms and related products.

9 14. Polymer80 manufactures and distributes firearms components lawfully. Polymer80 has
10 always attempted in good faith to comply with federal and state laws that govern firearms and firearms-
11 related products. This includes Polymer80's ceasing sales of unserialized frame and receiver blanks
12 in response to the ATF's new Final Rule effective August 24, 2022, and ceasing all sales of
13 components into California in response to the California Legislature's enactments governing "firearm
14 precursor part[s]" that became effective in June 2022. It also includes Polymer80's commitment to
15 cooperating with federal, state, and local law enforcement investigations and subpoenas related to third
16 parties' misuse of Polymer80 products.

17 15. Polymer80 has never sold a product to a person whom Polymer80 or its employees
18 knew planned to misuse that product in an act of gun violence.

19 16. Polymer80 does not use, and its practices do not affect, real property in California.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct and that this declaration was executed this 15th of March 2023, in Carson City,
22 Nevada.

23 DATED: March 15, 2023

24 By:


Loran Kelley

25 President and CEO of Polymer80, Inc.

EXHIBIT B

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY LOS ANGELES

THE PEOPLE OF THE STATE OF)
CALIFORNIA,)
Plaintiff,)
vs.) Case No. 21STCV06257
POLYMER80, INC., etc., et)
al.,)
Defendants.)
_____)

VIDEO-RECORDED DEPOSITION OF LORAN KELLEY
VIA ZOOM
Monday, December 12, 2022

Certain Pages Designated Confidential and
Highly Confidential Herein

Reported by:
Dana Peabody, RDR, CRR, CSR No. 6332
Job No. SD 5552801

PAGES 1 - 289
PAGES 123-133, 155-163, 207-238, 267-269 CONFIDENTIAL
PAGES 270-276 ARE HIGHLY CONFIDENTIAL

1 MR. SCHWARTZ: Thanks.

2 BY MR. SCHWARTZ:

3 Q. Do you -- let me back up for a second. Who
4 founded Polymer80?

5 A. Myself and David Borges. 09:25:25

6 Q. What year was that?

7 A. 2013.

8 Q. What were you doing before the founding of
9 Polymer80, professionally in other words?

10 A. I had another company called Phantom 09:25:37

11 Finishing. It was a -- Cerakote, which is spelled
12 C-E-R-A-K-O-T-E. And that was a firearms customization
13 and refinishing more or less. If you want to put it in
14 crude terms, I painted guns and I did custom paint jobs,
15 camo, whatever, Hello Kitty. I did that believe it or 09:26:06
16 not (Garbled audio).

17 Q. Okay. And by the way, how old are you?

18 A. I'm 44. I just turned 44, December 6th.

19 Q. Happy birthday, belated be it.

20 A. Thank you. 09:26:22

21 Q. Who owns Polymer80?

22 A. I own 90 percent of the company. My mother
23 actually owns ten percent, and my father was a partner.
24 He passed away January 18th of this year.

25 Q. Okay. Does Mr. Borges still have -- is he 09:26:33

Page 21

1 MR. SCHWARTZ: All right. While you're
2 trying to figure that out, let's go off the record.
3 We've been on the record for well over an hour.
4 Let's take a break.

5 THE VIDEOGRAPHER: We're now going off the 11:26:25
6 record. The time is 11:26 a.m.

7 (Recess.)

8 THE VIDEOGRAPHER: We're now back on the
9 record. The time is 11:42 a.m.

10 BY MR. SCHWARTZ: 11:42:23

11 Q. Okay. I want to talk for a minute and ask
12 you some questions about the customer experience
13 of -- of buying P80 products, and so let's start
14 with buying them from your website. Is it correct
15 that there was a period of time when P80 was selling 11:42:44
16 its Buy Build and Shoot kits through its website?

17 A. Yes.

18 Q. And for what -- what period of years was
19 that happening?

20 A. I think 2017 to the beginning of 2020. 11:42:55

21 Q. And why --

22 (Reporter clarification.)

23 THE WITNESS: 2020.

24 BY MR. SCHWARTZ:

25 Q. Is there a particular reason why in 2020 11:43:20

1 the company stopped selling the Buy Build and Shoot
2 kits over the website?

3 A. There were two reasons. The first reason
4 was we were out of stock on them for a good six
5 months. So by default they weren't selling. After 11:43:32
6 that, we were raided in December 2020 by -- well,
7 raided is a strong word. We were visited by the ATF
8 in 2020 regarding the Buy Build Shoot kits, and
9 despite the fact that we absolutely disagreed with
10 their accusation or assertion that those were 11:43:53

11 firearms, the BBS kits, to, again, always be above
12 board and remain in compliance, we stopped selling
13 those on our website until that whole issue would
14 have worked out which it was by the new rule. That
15 was in effect August 24th of this year. 11:44:18

16 Q. And has the company resumed selling its
17 Buy Build Shoot kits over its website?

18 A. No.

19 Q. Does the company have any present plan to
20 do so? 11:44:33

21 A. No.

22 Q. Why not?

23 A. Because the new rule very specifically
24 describes, you know, how you can and cannot sell a
25 firearm blank, and they specifically call out 11:44:43

1 including other parts with it under the new rule.
2 So we are in compliance with it, so we would not
3 have a need or waste any time on trying to create
4 another (Garbled audio).

5 Q. Okay. I was talking about Buy Build Shoot 11:45:00
6 kits. What about other products that aren't kits;
7 in other words, was there a period of time during
8 which the company was selling frames, receivers,
9 frames or receivers, through its website?

10 A. Unserialized blanks, yes. 11:45:19

11 Q. Okay. So when you -- let's make sure I'm
12 using the right term. When you say unserialized
13 blanks, what -- can you elaborate on what you're
14 describing there?

15 A. A blank is what would be called a frame 11:45:31
16 that is not considered a firearm by the ATF.

17 Q. Okay. And has there been a period of time
18 during which the company has sold unserialized
19 blanks on its website?

20 A. Yes. 11:45:48

21 Q. What period of time is that?

22 A. Its entire existence up until about three
23 months ago.

24 Q. Why did the company stop selling those
25 approximately three months ago? 11:46:02

1 be a dealer of ours, so no.

2 BY MR. SCHWARTZ:

3 Q. All right. Are any of your products
4 offered either directly or through dealers or other
5 intermediaries for sale in California as of today? 11:48:58

6 A. I would imagine that there are. I don't
7 know for sure directly in that there are products
8 that we have that are still legal in California.
9 Polymer80 itself does not sell into California.

10 Q. Okay. But do any of your -- do you have 11:49:17
11 any dealers that -- Polymer80 -- start again.

12 Does Polymer80 have any dealers who
13 sell -- who currently sell any Polymer80 products to
14 people in California, either they walk into a
15 federally licensed store or through some other 11:49:36
16 means?

17 A. I don't think so. To the best of my
18 knowledge, no.

19 Q. And did there -- oh, sorry. Go ahead.

20 A. I mean -- I mean that being it's very 11:49:47
21 possible there's a dealer out there somewhere that's
22 selling some sort of P80 branded product in
23 California. That's a possibility. I am not aware
24 of any.

25 Q. And when -- how far back in time did 11:50:00

1 that -- not an artful question, but did that -- like
2 when would you say that cutoff of sales into
3 California through any dealers started?

4 A. I don't know the exact time. I know that
5 California changed its laws again, and I believe 11:50:24
6 it's specifically -- and I don't know it exactly,
7 but I think it's having to do with basically any
8 part for a firearm the State of California basically
9 treats like it is a firearm is the gist of that
10 rule. Whenever that law came into effect, I believe 11:50:43
11 is when Polymer80 just said we're not selling
12 anything in California out of an abundance of
13 caution to be compliant. So we have several areas
14 of the country we do not sell or ship to. And
15 California is one of those verboten states. 11:51:03

16 Q. And does that include also not selling
17 product to licensed dealers in California even if
18 those dealers want your products to sell to
19 customers located outside of California?

20 A. I'm not aware of that being a thing. I 11:51:19
21 don't think that's a thing. It could be. I don't
22 think so. I guess that's the best I could answer.
23 I don't think so.

24 Q. All right. Okay. When was the last time
25 Polymer80 shipped a build -- a Buy Build and Shoot 11:51:41

1 possessing firearms?

2 A. No.

3 Q. Why not?

4 A. A lot of reasons. We went over the
5 numbers of frames and products we shipped out over 12:07:18
6 the years. Quite a few products are out there.

7 I do not want in my answer to diminish in
8 any way the impact on the individuals involved in
9 those particular specific instances. I deplore that
10 behavior; I deplore the outcome of that kind of 12:07:38
11 thing. I just want to be very clear.

12 But on the scale of what we shipped out
13 and what's actually happening, it is such a small --
14 under one percent number of this thing happening.
15 It is by no means an epidemic. It is by no means a 12:08:03
16 pervasive problem, number one.

17 Number two, I have no idea how or where
18 these actors got their product from and these exact
19 same types of crimes are committed daily by a much,
20 much larger percentage and number of what would be 12:08:23
21 considered legally purchased firearms with serial
22 numbers. Either they're stolen or the bad actor has
23 just turned bad out of nowhere.

24 So there's -- there's not a lot of policy
25 making Polymer80 can do directly that would actually 12:08:43

1 Q. How many times have you done that?

2 A. I honestly don't know. A lot of different
3 times. Many times.

4 Q. Any more than five times?

5 A. Yes. 14:00:20

6 Q. Okay. And what tools does someone need to
7 have in order to complete or to build a finished
8 firearm from a BBS kit?

9 A. Well, a fully finished, properly
10 functioning firearm from a BBS kit, you need a drill 14:00:35
11 press, a hand drill, drill bits, sandpaper, Dremel,
12 the armorer's tools such as punches and hammers, a
13 cross vice for your drill press, probably again,
14 proper measurement tools like calipers. All of
15 those things would be ideal tools to properly finish 14:01:04
16 a functioning firearm.

17 Q. When Polymer80 was in the business of
18 selling BBS kits to people residing in California,
19 either through the website or through your dealer
20 network, how long did you contemplate it would take 14:01:25
21 or expect it would take a consumer, a typical
22 consumer, to build one into a functioning --
23 properly functioning firearm?

24 MR. PORTER: I object to the form of the
25 question. Are you asking him his personal opinion 14:01:38

1 of how long he thinks it should take someone?

2 MR. SCHWARTZ: Close to it. I'm asking
3 him during that period of time what was his
4 expectation as to how long it would take a typical
5 consumer to -- to turn the kit into a
6 functioning -- properly functioning firearm.

14:01:55

7 MR. PORTER: Go ahead and answer, if you
8 know.

9 THE WITNESS: Two to three hours.

10 BY MR. SCHWARTZ:

14:02:07

11 Q. And is it true that you expected -- this
12 again is during the period of time when P80 was
13 selling kits to California purchasers either through
14 the dealer network or on the website -- did you
15 expect that some of the -- the purchasers were going
16 to be completing the assembly and complete -- finish
17 process in their homes?

14:02:27

18 A. Yes.

19 Q. And is it correct that during this period
20 of time P80 delivered the BBS kits and its frames
21 and receivers to residential addresses in
22 California?

14:02:44

23 A. Yes.

24 Q. Okay. Now, you were also talking about a
25 period of time when you sold frames, receivers, and

14:03:06

1 BBS kits to dealers in California. Was it -- was it
2 your expectation that those dealers would in turn
3 sell those things, those products, to California
4 residents?

5 A. Yes. 14:03:22

6 Q. And did you expect that at least some of
7 those California residents would assemble the P80
8 products into fully functioning firearms in
9 California?

10 A. Yes. 14:03:38

11 Q. Are you aware of any instances when a
12 California resident -- that sounds too legal. Are
13 you aware of any incidences in which a person in
14 California contacted P80 for assistance in
15 assembling one of its BBS kits or other products? 14:03:57

16 A. Of particular specific instances I would
17 say I'm not aware, but I am aware that that did
18 happen.

19 Q. Okay. And are you aware -- start again.

20 So, again, during the period of time when 14:04:22

21 P80 was selling BBS kits, frames, receivers, and
22 other parts into California, can you tell me what
23 the difference would be in the finished product, the
24 finished firearm, between the P80 product and

25 a -- if the consumer had instead had purchased a 14:04:47

1 question is going to be -- or my first question is
2 going to be have you seen this before?

3 A. Yes.

4 Q. Okay. When did you first become aware of
5 California Penal Code Section 29180? 15:46:15

6 A. I would say around 2015-ish, 2016.

7 Q. Okay. That's all for that. Actually, I
8 do want to ask you one question about that.

9 A. Uh-huh.

10 Q. Let's go to section -- if you look at 15:46:38

11 B -- it's on page 2, I believe, of the exhibit, and

12 there's a regulation under paragraph 2. It's the

13 last sentence. It says, "If the firearm is

14 manufactured or assembled from polymer plastic, 3.7

15 ounces of material type 17-4 PH stainless steel 15:47:14

16 shall be embedded within the plastic upon

17 fabrication or construction." Do you see that?

18 A. I do.

19 Q. Okay. You've described many of

20 Polymer80's products as -- as being manufactured 15:47:31

21 from polymer plastic. Is that correct?

22 A. Yep.

23 Q. Does Polymer80 sell products that contain

24 the 3.7 ounces of material type 17-4 PH stainless

25 steel that are embedded in the plastic? 15:47:56

1 A. Nobody does.

2 Q. Okay. Is that -- when you say nobody
3 does, you mean nobody who manufacturers guns with --
4 from polymer plastic?

5 A. Yep, that's correct. 15:48:07

6 Q. Okay.

7 A. It's -- it's not possible.

8 Q. All right. And when you say it's -- it's
9 not possible, does that mean also that if -- if you
10 sell a kit to someone who assembles a functioning 15:48:21
11 firearm made of polymer plastic that it -- they in
12 turn, that that customer, in turn are not able to
13 embed 3.7 ounces of stainless steel within the
14 product?

15 A. It's -- it's a poorly written law with a 15:48:42
16 gross misunderstanding of its invocations. It is --
17 is referred 3.7 ounces of steel so it can be
18 detected by metal detectors as a whole, meaning
19 including the slide and the barrel and the rails and
20 all that stuff. When they -- when they made this 15:48:58

21 rule, they didn't really consider that 3.7 ounces --
22 being a quarter of a pound -- doesn't -- the Glocks
23 that the California police officers carry around do
24 not comply with that rule. It is -- it is a law
25 that doesn't actually work, in any kind of practice 15:49:12

1 whatsoever. So it is unreasonable, entirely, to
2 expect anybody to comply with an impossible law that
3 doesn't -- that's not even, A, enforced or make any
4 sense to anybody at all. That's why I said nobody
5 does, because nobody does. Glock doesn't. Sig 15:49:31
6 doesn't. Ruger doesn't. Nobody that that law -- if
7 you want to call that -- is it is very poorly worded
8 and that's why it's not even -- I don't want to say
9 too much about it. It's just not enforced because
10 of that reason. It's -- and it was pertaining to 15:49:52
11 that when the -- when the gun is finished that the
12 gun should have 3.7 ounces of steel in it, which
13 ours do. So in the spirit of that law, that it was
14 trying to accomplish, 100 percent doable and 100
15 percent happens, and actually in the spirit of the 15:50:05
16 law, that all of our customers in California at the
17 time we were manufacturing Polymer80s in the firearm
18 were in complete compliance with that law. So you
19 have to put the law -- that the way it was
20 written -- which is just horrible oversight by the 15:50:19
21 State of California -- the answer is, really, in
22 practicality, the customers of Polymer80 are being
23 100 percent lawful and legal and in compliance with
24 the spirit of that law. And it's kind of being
25 abused right now to kind of give an impossible 15:50:33

1 obstacle to companies like mine and others to say
2 that you're not in compliance with the law that
3 actually doesn't work. So there's a spirit of the
4 law that makes sense. It's just trying to make it
5 detectable to fire -- to metal detectors, which the 15:50:50
6 Polymer80 is when it's completed. So it's a -- it's
7 kind of a -- it's a poorly written law that is being
8 used as a -- an inefficient gotcha that I just don't
9 think is going to work.

10 But anyway, I have to kind of be clear on 15:51:07
11 what that law actually says and means because when I
12 say that I look into California law, I don't just
13 read the law. I understand what the law is about,
14 the spirit of the law, why it exists, and -- that's
15 what that one is about. So, I'm being a little -- 15:51:21
16 long winded to emphasize the point that Polymer80's
17 customers in California, at the time, when they were
18 allowed to produce Polymer80s into firearms, were
19 actually in -- 100 percent in compliance with the
20 spirit of that law. 15:51:37

21 Q. And that's because the finished gun had at
22 least 3.7 ounces of -- of stainless or other steel
23 in it?

24 A. Yes, it did.

25 Q. Okay. All right. I'm going to take -- 15:51:48

CERTIFICATE

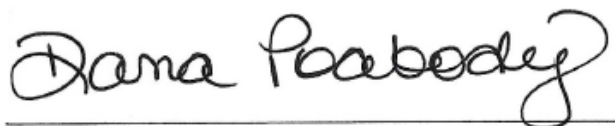
I, Dana Peabody, a California Certified Shorthand Reporter, do hereby certify:

That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said proceedings were taken before me at the time and place therein set forth and were taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

I further certify that I am neither counsel for, nor related to, any party to said proceedings, nor in any way interested in the outcome thereof.

In witness whereof, I have hereunto subscribed my name at Yuma, Arizona, this 16th day of December, 2022.



Dana Peabody

CSR No. 6332

EXHIBIT C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY LOS ANGELES

THE PEOPLE OF THE STATE OF)
CALIFORNIA,)
)
)
Plaintiff,)
) No. 21STCV06257
)
vs.)
)
POLYMER80, INC., etc., et)
al.,)
)
Defendants.)
)

VIDEO-RECORDED DEPOSITION OF DAVID BORGES, SR.
VIA ZOOM
December 21, 2022
Pages 107-114, 165-182, 223-224, 233-314
Designated Confidential Herein

Reported by: Dana Peabody, RDR, CRR, CSR No. 6332
Pages 1 through 320
Job No. SD 5552684

1 BY MR. KAMDANG:

2 Q. Okay.

3 A. That's what's hard about it.

4 Q. I understand.

5 How would you describe your relationship 09:23:56
6 with Loran Kelley today?

7 A. It's cordial.

8 Q. Okay. We will revisit that, the
9 termination, a couple times over the course of this
10 deposition, but I'm going to move on to some other 09:24:18
11 topics that will be hopefully more general for now.

12 So let's get into it. What is Polymer80?

13 A. Well, when I was there, Polymer80 -- I
14 don't know what they're necessarily doing in terms
15 of their strategy today, but when I was there, we 09:24:38
16 were -- we developed both 80 percent products and
17 then also fully serialized pistol products. 80
18 percent products were AR-15, .308, and the
19 Glock-style compact and full size and subcompact
20 frames. 09:25:01

21 Q. Okay. So let me unpack a little bit of
22 what you said there.

23 You said when you were there. What were
24 the dates that you were at Polymer80?

25 A. In terms of years, 2013, when we founded 09:25:10

1 the company, early 2013, all the way up till
2 probably October 1st of 2021, so --

3 Q. Okay. So let's go back to the
4 period -- and if I asked you a question about a
5 period that relates to a period of time when you 09:25:34
6 were not at Polymer80 and you don't have personal
7 knowledge, could you let me know?

8 A. Okay. I'll let you know right now. I
9 haven't been there since October of 2021 up until
10 today, obviously. 09:25:48

11 Q. Okay. Thank you.
12 So when was Polymer80 founded?

13 A. Very early 2013.

14 Q. And what was your role in the company when
15 you founded it? 09:26:03

16 A. I was a partner with Loran Kelley --

17 Q. Okay.

18 A. -- and really established titles at that
19 point.

20 Q. Could you just tell us the story about 09:26:11
21 how -- well, Polymer80 is a company that you founded
22 with Loran Kelley, correct?

23 A. Yes.

24 Q. And could you just generally tell us the
25 story of how the idea of founding Polymer80 came to 09:26:21

1 Q. Okay. So you were on the administrative
2 side. When did you officially become the CEO of
3 Polymer80?

4 A. I don't remember.

5 Q. Was it when you were in California, or was 10:15:33
6 it in Nevada?

7 A. Probably when I was in California.

8 Q. Okay. And what were your roles and
9 responsibilities as the CEO of Polymer80?

10 A. I handled the accounting -- well, the 10:15:49
11 financial side in total. Also, generally, you know,

12 the more experienced person, I did much of the

13 product development in working with the engineering

14 and then also the supply chain side of it to get

15 stuff manufactured, engaging with the vendors, and 10:16:11

16 things like that was really the genesis of the role

17 because we had to get things built, so we had to

18 engage with vendors. We really didn't manufacture

19 anything ourselves.

20 Q. Did you -- you were also the CFO at 10:16:26
21 Polymer80?

22 A. Right.

23 Q. Okay. And did you become the CFO at the
24 same time you became CEO?

25 A. Yeah, I believe so. Just the title was 10:16:38

1 there, so people knew where to go for the financial
2 stuff.

3 Q. Okay. And would it also be fair to say
4 that you were the chief legal officer when you were
5 there? 10:16:52

6 A. Maybe for a short time, yeah, engaging
7 with the attorneys. I'm not an attorney, so I'm not
8 going to claim that, but most of the policies and
9 whatnot came from my office, if you will.

10 Q. Did Polymer80 ever have an official -- 10:17:10
11 during your time there, did Polymer80 have an
12 official chief legal officer?

13 A. No.

14 Q. Okay. How did your responsibilities
15 differ from Loren Kelley's job responsibilities? 10:17:33

16 A. Well, everything I just stated, he didn't
17 do. So Loran was really in charge of the
18 operational side of the business, so shipping,
19 packing, receiving, making sure the
20 warehouse -- over time, as the company grew, the 10:17:55
21 warehouse had to grow with the business. Quite
22 large warehouse, so needs a whole operational team
23 to manage that. That was his responsibility. He
24 was also on the ground, so facilities management.

25 Q. Between the two of you, who oversaw the 10:18:07

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CERTIFICATE

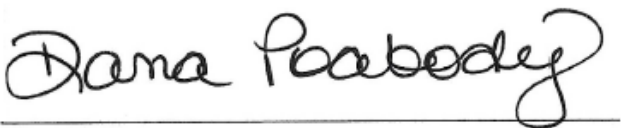
I, Dana Peabody, a California Certified Shorthand Reporter, do hereby certify:

That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said proceedings were taken before me at the time and place therein set forth and were taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

I further certify that I am neither counsel for, nor related to, any party to said proceedings, nor in any way interested in the outcome thereof.

In witness whereof, I have hereunto subscribed my name at Yuma, Arizona, this 6th day of January, 2023.



Dana Peabody
CSR No. 6332

EXHIBIT D

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Daniel Murphy

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The People of the State of California

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8

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11

12 THE PEOPLE OF THE STATE OF
CALIFORNIA,

13 Plaintiff,

14 vs.

15 POLYMER80, INC., a Nevada corporation;
16 DAVID BORGES, an individual; LORAN
17 KELLEY, an individual,

18 Defendants.

CASE NO.

21STCV06257

**COMPLAINT FOR INJUNCTIVE
RELIEF, STATUTORY PENALTIES AND
ABATEMENT FOR:**

- 1. **VIOLATION OF BUS. & PROF. CODE SECTION 17200**
- 2. **PUBLIC NUISANCE**

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1 **INTRODUCTION**

2 1. In September 2020, in Compton, a man with a felony conviction, armed with a
3 weapon bearing no serial number, ambushed and repeatedly shot in the face and head two Los
4 Angeles County Sheriff Deputies sitting in their patrol car. In November 2019, a 16-year old student
5 at Saugus High School in Santa Clarita brought to school a weapon bearing no serial number. He
6 shot five of his classmates, killing two before turning his gun on himself. The disturbing thread that
7 connects these horrific acts is the proliferation of “ghost guns”—home-assembled and untraceable
8 firearms—to commit an ever-increasing percentage of crime in Los Angeles, and throughout
9 California. The perpetrator of the Compton ambush held in his hand a ghost gun built from
10 components sold by Defendant Polymer80, Inc. (“Polymer 80”). Another ghost gun built from
11 Polymer80 components was used during a 2019 home invasion robbery and murder of three persons
12 in Glendale, and two ghost guns recovered near the scene of a November 2020 murder in Glendale,
13 carried out by members of the Gardena 13 street gang, were built with Polymer80 model PF940C
14 components.¹

15 2. In 2020, LAPD recovered over 700 firearms with Polymer80 components during the
16 course of criminal investigations. Nearly 300 such firearms were recovered from LAPD’s South
17 Bureau, which covers south Los Angeles, where the city has experienced a huge uptick in homicides
18 and gun crimes over the past few months.² LAPD reports that the proportion of recovered firearms
19 that are ghost guns is increasing. In other words, more and more, criminals are choosing ghost guns
20 to commit crimes.

21 3. Defendants sell through their website and a dealer network kits and parts used to
22 assemble ghost guns in violation of federal and state law. By their actions, Defendants are
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25 _____
26 ¹ Affidavit of ATF Special Agent Tolliver Hart, *In the Matter of the Search of the business and*
27 *Federal Firearms Licensee known as POLYMER80, which is located at 134 Lakes Blvd., Dayton,*
NV 89403, 3:20-mj-123-WGC, ¶¶ 28b, 28d (D. Nev. Dec. 9, 2020) (hereinafter “ATF Affidavit”).

28 ² *LAPD Sees Dramatic Spike in Number of Shooting Cases, Mostly in South Los Angeles*, ABC7
LOS ANGELES (Jan. 22, 2021), <https://abc7.com/shootings-los-angeles-lapd-south/9909185/>.

1 undermining law enforcement’s ability to prevent and prosecute the possession and criminal use of
2 illegal weapons.

3 4. This must end. By this lawsuit, Plaintiff, the People of the State of California (the
4 “People”), by and through Los Angeles City Attorney Michael N. Feuer, bring this action to obtain
5 an injunction and other remedies to stem the flow of these untraceable “ghost guns” manufactured
6 from kits and components sold by Defendants Polymer80, Loran L. Kelley, Jr. (“Kelley”), and
7 David L. Borges (“Borges”) (collectively, “Defendants”). ***These particular Defendants are at the***
8 ***heart of the crisis.*** They sell into California the vast majority of the kits and parts used to assemble
9 these illegal and untraceable firearms. Defendants have violated and are continuing to violate the
10 California Unfair Competition Law, Business and Professions Code sections 17200 *et seq.*, and
11 California Public Nuisance Law.

12 5. Defendants manufacture, advertise, and sell firearm kits and components that enable
13 customers to quickly and easily build complete and fully functional weapons, including AR-15
14 semi-automatic rifles and Glock-style semi-automatic handguns. These do-it-yourself firearms are
15 commonly known as “ghost guns” because they lack serial numbers and are therefore extremely
16 difficult if not impossible for law enforcement to trace when recovered in connection with criminal
17 investigations.

18 6. Defendants’ sales practices make a mockery of federal and state background check
19 laws. Before completing each sale, Defendants not only fail to conduct formal background checks,
20 on information and belief, Defendants ask customers to merely “self-certify” that they do not have
21 a felony record. By doing so, Defendants knowingly flout federal and state law by projecting
22 compliance through an utterly ineffective system.

23 7. In recent years, nearly 33% of all firearms recovered from criminal investigations
24 across California lacked serial numbers. In the Los Angeles area, the ratio of recovered ghost guns
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1 to traditional firearms has been higher, at over 40%.³ In 2020, the number of ghost guns recovered
2 by the Los Angeles County Sheriff increased a staggering 50% over the prior year.⁴

3 8. More and more, ghost guns are being used to commit serious crimes. The Bureau of
4 Alcohol, Tobacco, Firearms and Explosives (“ATF”) recently disclosed that approximately 10,000
5 ghost guns were recovered by law enforcement agencies across the country in 2019, including 2,700
6 in California.⁵ ATF further reported that Defendants’ “POLYMER80 complete pistols were used
7 in hundreds of crimes throughout the United States,” including approximately 15 recovered in
8 homicide investigations and eight in robbery investigations in California alone in 2019.

9 9. The LAPD believes that those engaging in criminal activity hang on to ghost guns
10 longer than they might a serialized firearm, because the guns are not traceable, and therefore cannot
11 be linked to the initial buyer or subsequent purchaser. Thus, there is less of a need to discard the
12 gun once used. As a result, there are likely more ghost guns in circulation in the community than is
13 reflected by the number recovered.

14 10. The People bring this lawsuit against Polymer80 because Polymer80 is *by far* the
15 *largest* seller and manufacturer of ghost gun kits and components. Of approximately 1,475 ghost
16 guns seized in 2019 and entered into the ATF’s database of ballistic images, *over 86%* (1,278) of
17 these weapons were assembled from Polymer80 components. This holds true in Los Angeles, where
18 an increasing percentage of firearms recovered by the LAPD in criminal investigations are ghost
19 guns, and where of those ghost guns, Polymer80 is the most common component manufacturer.

20 11. These numbers have attracted the attention of federal law enforcement officials,
21 prompting ATF agents at the end of 2020 to execute a search warrant at Polymer80’s headquarters.

22
23 ³ Alain Stephens, *Ghost Guns Are Everywhere in California*, THE TRACE (May 17, 2019),
24 <https://www.thetrace.org/2019/05/ghost-gun-california-crime/>; Brandi Hitt, *Ghost Guns’*
25 *Investigation: Law Enforcement Seeing Unserialized Firearms on Daily Basis in SoCal*, ABC7
LOS ANGELES (January 30, 2020), <https://abc7.com/5893043/>.

26 ⁴ Bill Whitaker, *Ghost Guns: The Build-It-Yourself Firearms that Skirt Most Federal Gun Laws*
27 *and Are Virtually Untraceable*, 60 MINUTES (May 10, 2020),
[https://www.cbsnews.com/news/ghost-guns-untraceable-weapons-criminal-cases-60-minutes-](https://www.cbsnews.com/news/ghost-guns-untraceable-weapons-criminal-cases-60-minutes-2020-05-10/)
28 [2020-05-10/](https://www.cbsnews.com/news/ghost-guns-untraceable-weapons-criminal-cases-60-minutes-2020-05-10/).

⁵ ATF Affidavit, ¶ 28b .

1 Polymer80 is now under federal criminal investigation for its sales of all-in-one “Buy Build Shoot
2 Kits,” from which purchasers can quickly and easily assemble their own Glock-style semi-automatic
3 handguns.

4 12. Polymer80’s shipping records show that Defendants shipped approximately 51,800
5 items across the United States between January 2019 and October 13, 2020.⁶ And between July
6 2019 and October 10, 2020, Polymer80 shipped at least 1,490 Buy Build Shoot Kits to consumers
7 in 46 states, plus the District of Columbia and Puerto Rico.⁷ California was the most frequent
8 destination. During this period, Defendants shipped at least 202 Buy Build Shoot Kits to California.⁸
9 In addition, the ATF has confirmed that Polymer80 or a reseller sold Buy Build Shoot kits to
10 addresses in California where individuals with felony convictions resided.⁹

11 13. Polymer80 further exacerbates the problem with misleading advertising on its
12 website, which suggests to customers that the purchase and possession of Polymer80’s kits are
13 lawful because they purportedly do not reach the necessary state of manufacture or completion to
14 constitute a “firearm” under federal law.¹⁰ But Polymer80’s core products—gun building kits that
15 are quickly and easily assembled into operable weapons—nonetheless fall under the definition of
16 “firearm” under federal law. And because these products are in fact “firearms” under federal law,
17 Polymer80’s business practice of selling them without serial numbers, without conducting
18 background checks, and to purchasers residing in a different state, is illegal.

19 14. Defendants have also been violating California law by aiding and abetting the
20 manufacture of handguns that fail to comply with the safety requirements of California’s Unsafe
21 Handgun Act, as well as failing to comply with California’s certification and serial number

22 ⁶ ATF Affidavit, ¶ 79.

23 ⁷ *Id.* at ¶ 80.

24 ⁸ *Id.*

25 ⁹ *Id.* at ¶ 87.

26 ¹⁰ Polymer80 claims that a specific type of product colloquially called an “80 percent receiver”
27 for long guns or an “80 percent frame” for handguns is not a “firearm” under the federal Gun
28 Control Act. The 80 percent receiver or frame is a nearly finished firearm receiver or frame,
although the “80 percent” moniker is an arbitrary term used by sellers that does not in fact connote
how much work remains to convert the frame or receiver into an operable firearm.

1 requirements. The ATF has concluded that “manufacturing or assembling a firearm made with
2 [Polymer80] pistol frames is unlawful in California.”¹¹

3 15. By selling kits and components that purchasers can quickly and easily assemble into
4 ghost guns in violation of federal and California law, Defendants are engaging in unlawful business
5 practices actionable under Business and Professions Code sections 17200 *et seq.* Defendants are
6 also engaging in deceptive business practices through misleading advertising, and Polymer80’s sale
7 of unserialized firearm kits in violation of federal and California law constitutes unfair competition
8 against licensed gun dealers in California who abide by the law.

9 16. As a separate issue, by marketing, selling and distributing ghost gun kits to California
10 residents without serial numbers, without conducting background checks, and without appropriate
11 safety features, Polymer80 has created a public nuisance, resulting in a significant threat to the
12 public right of health and safety in public spaces.

13 17. The People seek injunctive relief to stop Defendants’ unlawful and deceptive
14 business practices. The People also seek civil penalties to punish Defendants for their past violations
15 and to deter similar conduct by them and others. Finally, the People seek to abate the public nuisance
16 caused by Defendants’ business practices.

17 **PARTIES**

18 18. Defendant Polymer80, Inc. is a Nevada corporation with its principal place of
19 business in Dayton, Nevada. According to the Nevada Secretary of State’s business entity search,
20 Defendant Loran L. Kelley, Jr. is named as President of Polymer80 and Defendant David L. Borges
21 is named as Secretary and Treasurer. Defendants Kelly and Borges are both also co-founders of
22 Polymer80.

23 19. The People allege that, in addition to acting on its own behalf, all of the acts and
24 omissions described in this Complaint by Polymer80 were duly performed by, and attributable to,
25 all Defendants, each acting as agent, employee, alter ego, joint enterprise and/or under the direction
26 and control of the others, and such acts and omissions were within the scope of such agency,
27

28 ¹¹ ATF Affidavit, ¶ 87.

1 employment, alter ego, joint enterprise, direction, and/or control. Any reference in this Complaint
2 to any acts of Defendants shall be deemed to be the acts of each Defendant acting individually,
3 jointly, or severally. At all relevant times, each Defendant had knowledge of and agreed to both the
4 objectives and course of action, and took the acts described in this Complaint pursuant to such
5 agreements, resulting in the unfair and fraudulent acts described herein.

6 **JURISDICTION AND VENUE**

7 20. The Court has subject matter jurisdiction over this action pursuant to Article VI,
8 section 10 of the California Constitution.

9 21. The Court has personal jurisdiction over Defendants as well. Polymer80
10 purposefully avails itself of California markets by intentionally advertising and selling its products
11 to California residents, both online and through its network of distributors, including through state-
12 based distributors, thereby taking advantage of the benefits and privileges of the laws of the state of
13 California. Shipping records obtained by the ATF show that Polymer80 shipped approximately
14 9,400 items to customers in California between January 2019 and October 2020, including at least
15 202 Buy Build Shoot kits containing all the components necessary for the purchaser to quickly
16 assemble a complete and operable firearm.

17 22. Defendants Kelley and Borges each own 45% of Polymer80. They are primarily
18 responsible for directing the activity of Polymer80 in the California market, and structured their
19 business to knowingly circumvent governing federal and state law applicable to firearms and
20 handguns, by opting to design readily-manufactured unserialized guns.

21 23. Venue is proper in this Court pursuant to Code of Civil Procedure section 393
22 because violations of law that occurred in the City and County of Los Angeles are part of the cause
23 upon which the People seek penalties imposed by statute.

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1 **GENERAL ALLEGATIONS**

2 **II. POLYMER80'S BUSINESS PRACTICES CONTRIBUTE SUBSTANTIALLY TO**
3 **VIOLENT CRIME IN LOS ANGELES**

4 **A. Ghost Guns Have Created a Public Safety Emergency**

5 24. Pursuant to federal law, a firearm made by a federally licensed manufacturer must
6 be engraved with identifying information, including the applicable make and model as well as a
7 unique serial number.¹² A “ghost gun,” as the term is used throughout this complaint, is a term
8 commonly used by law enforcement and others to refer to a firearm that (a) started off as an
9 unfinished lower receiver or frame purchased in a kit or separately along with other necessary parts,
10 and (b) was assembled by the purchaser into a completed and functional firearm that has no serial
11 number. Because these ghost guns are manufactured and assembled into operable form only upon
12 receipt, their components are acquired without a background check, and, once assembled, these
13 weapons lack the identifying information critical to law enforcement.¹³

14 25. Typically, when a law enforcement agent recovers a firearm, the agent uses the serial
15 number and other required markings to initiate a trace request through the ATF. The ability to trace
16 a firearm to its point of original sale is essential to an investigation; by doing so, law enforcement
17 agents can generate leads and identify straw purchasers and firearms traffickers, as well as establish
18 whether the weapon traveled in interstate commerce—an element of most federal gun laws.¹⁴

19 26. The emergence of untraceable firearms, sold for manufacture by consumers as
20 component parts and kits in an effort to circumvent federal and state regulation, undermines nearly
21 60 years of lawmakers' efforts to prevent dangerous persons from possessing firearms and to assist
22 law enforcement in combating the use of firearms in criminal activity.

23
24 _____
25 ¹² 18 U.S.C. § 923(i); 27 CFR 478.92.

26 ¹³ The term “ghost gun” is also sometimes used to describe commercially-available firearms that
27 have had their serial numbers removed. The allegations in this complaint target only those
unserialized and thus untraceable firearms constructed by the purchaser from component parts, or
sold by a Federal Firearms License dealer without a serial number in the first place.

28 ¹⁴ See, e.g., 18 U.S.C. § 922.

1 27. Amid spiking rates of violent crime and following several high-profile
2 assassinations—including that of President Kennedy by mail-ordered rifle—Congress passed
3 landmark legislation in 1968 to assert federal control over the manufacture, distribution, purchase,
4 and sale of firearms. One of the principal aims of the Gun Control Act of 1968 was to stop minors,
5 those with prior criminal convictions, and others with dangerous histories from obtaining mail-order
6 firearms without federal oversight or regulation. To achieve this aim, the Act mandates that firearms
7 dealers be federally licensed and that every firearm sold by a federally licensed dealer be stamped
8 with a serial number to enable law enforcement to trace the origin of the weapon. The Act was later
9 amended to require background checks on all firearm purchases from licensed sellers.

10 28. Ghost guns directly undermine the Gun Control Act’s purpose. They are exceedingly
11 difficult to trace. A finished product comes with no records. Precisely for this reason, unserialized
12 firearm kits and component parts are highly attractive to those involved in criminal activity. As one
13 court has observed, “there would appear to be no compelling reason why a law-abiding citizen
14 would prefer an unmarked firearm. These weapons would then have value primarily for persons
15 seeking to use them for illicit purposes.”¹⁵ Given that sellers like Polymer80 do not conduct
16 background checks, the unserialized firearm kits and component parts are often purchased by or
17 otherwise end up in the hands of persons prohibited by the Gun Control Act.

18 29. Predictably, ghost guns are appearing at crime scenes with growing frequency. As
19 noted above, the ATF estimates that law enforcement across the United States recovered
20 approximately 10,000 ghost guns in 2019, and 2,700 in California alone.¹⁶

21 **B. Polymer80 Is Largely Responsible for the Proliferation of Ghost Guns**

22 30. As alleged above, law enforcement statistics show that a large percentage of the ghost
23 guns recovered at crime scenes were assembled from Polymer80’s products.

24 31. Polymer80 sells untraceable firearm kits and components without first conducting
25 background checks—foreseeably resulting in sales to persons who cannot legally purchase a
26

27 ¹⁵ *United States v. Marzzarella*, 614 F.3d 85, 95 (3d Cir. 2010).

28 ¹⁶ ATF Affidavit, ¶ 28b .

1 serialized, traceable weapon from a licensed dealer. Moreover, Polymer80 misleadingly suggests
2 on its website that ATF has concluded that its kits are not firearms, and then illegally ships those
3 kits, which can be readily assembled into fully operational firearms, to consumers in California.

4 32. On Polymer80’s website, consumers can purchase unfinished lower receivers for
5 rifles or unfinished handgun frames, along with other materials necessary to complete the assembly
6 of a fully functional firearm, including an AR-15 semi-automatic rifle, a .308 semi-automatic rifle,
7 and seven or more types of handguns.¹⁷

8 33. Polymer80 also offered “Buy, Build, Shoot” kits—which until very recently,¹⁸ were
9 sold directly by Polymer80 before Polymer80 temporarily ceased sales, and which are still being
10 offered for sale by resellers.¹⁹ There is nothing that would stop Polymer80 from re-introducing
11 these kits into the market. Polymer80’s website described the kits as “contain[ing] all the necessary
12 components to build a complete PF940C™ or PF940v2™ pistol.”²⁰

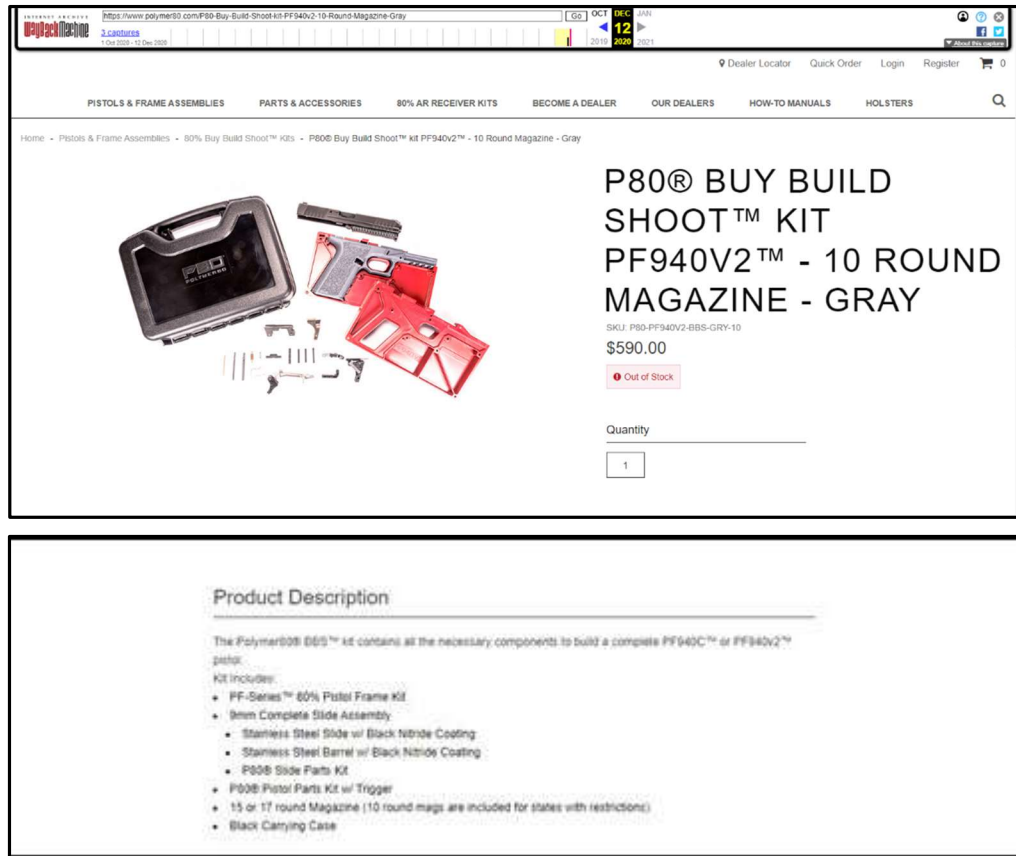
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18
19 ¹⁷ “Unfinished” frames and receivers, as that term is used in this Complaint, are the core
20 components of firearms that are solid in certain specified areas—i.e., without drilling or machining
21 in those areas—even though they are designed to be and are readily converted into operable
22 weapons. “Unfinished” frames and receivers are colloquially referred to as “80%,” meaning 80%
complete—although that description is not formally recognized by the ATF and misdescribes their
completeness.

23 ¹⁸ Polymer80 advertised these kits as recently as December 12, 2020. *See* “Polymer80 BBS™
24 Kits,” Polymer80, archived webpage from Dec. 12, 2020, *available at*
<https://web.archive.org/web/20201212165741/https://www.polymer80.com/pistols/bbskits> (last
visited Feb. 15, 2021).

25 ¹⁹ Although Polymer80’s Buy Build Shoot kits are not currently advertised for sale on
26 Polymer80’s own website, they are still being advertised for sale on some resellers’ websites. *See,*
e.g., <https://www.armorally.com/shop/polymer80-pf940c-g19-buy-build-shoot-kit/>.

27 ²⁰ Polymer80, archived webpage from Dec. 12, 2020, *available at*
28 [https://web.archive.org/web/20201212165927/https://www.polymer80.com/P80-Buy-Build-
Shoot-kit-PF940v2-10-Round-Magazine-Gray](https://web.archive.org/web/20201212165927/https://www.polymer80.com/P80-Buy-Build-Shoot-kit-PF940v2-10-Round-Magazine-Gray) (last visited Feb. 15, 2021).

1 34. Figures 1 and 2 below are screenshots of a cached Polymer80 webpage from
2 December 11, 2020.

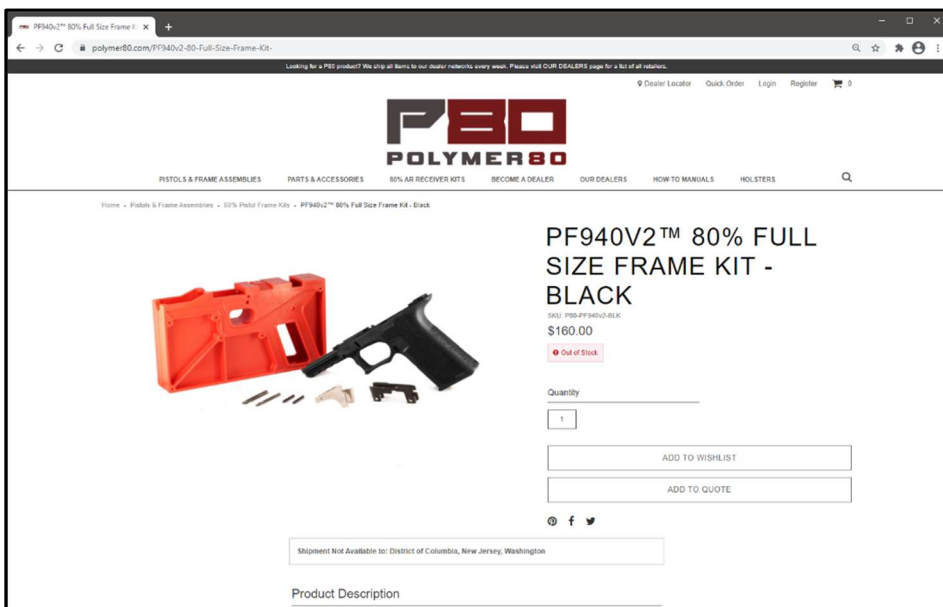


18 35. In addition to the full Buy Build Shoot kits, Polymer80 advertises and sells frame
19 kits for handguns and lower receiver kits for AR-15 and AR-10 style rifles.²¹ As of February 14,
20 2021, Polymer80 was still advertising the sale of these frame kits and lower receiver kits through
21 its website.²² Polymer80’s pistol frame kits are sold with a “complete finishing jig and drill bits,”
22 and some of Polymer80’s lower receiver kits are advertised as a “COMPLETE, all-inclusive
23 package in one price,” with “drill bits and the end mill bit that’s required to finish your AR project
24

25
26 ²¹ “P80 80% Pistol Frame Kits,” Polymer80, *available at*
27 <https://www.polymer80.com/pistols/80percentpistolkits> (last visited Feb. 14, 2021); “80% AR
28 Receiver Kits,” Polymer80, *available at* <https://www.polymer80.com/arreceivers> (last visited Feb.
14, 2021).

²² *Id.*

1 the right way.”²³ The webpage listing a AR-15 lower receiver for sale also claims that “[t]he 80%
2 ‘reciever [sic] blank’ is defined by the ATF and therefore has not yet reached a stage of manufacture
3 that meets the definition of firearm frame or receiver found in the Gun Control Act of 1968
4 (GCA).”²⁴ Figure 3, below, is a screenshot of a Polymer80 webpage, taken on February 14, 2021,
5 showing a Polymer80 80% frame kit for sale.



16 36. Finally, Polymer80 sells other components to enable a customer to assemble a
17 complete handgun, including pistol barrels, slides, and trigger assemblies.

18 37. Beyond selling these products, Polymer80 takes it a step further by offering written
19 step-by-step assembly instructions online, accompanied by supplemental videos, to facilitate the
20 manufacture of both pistols and semi-automatic rifles in a matter of a few hours or less. Polymer
21 80 even touts its superior customer service that is on standby to assist its customers in manufacturing
22
23
24

25 ²³ “PF940v2™ 80% Full Size Frame Kit - Black,” Polymer80, *available at*
26 <https://www.polymer80.com/PF940v2-80-Full-Size-Frame-Kit-> (last visited Feb. 14, 2021); “P80
27 G150 AR-15 80% Receiver Kit – Gray,” Polymer80, *available at*
28 <https://www.polymer80.com/P80-G150-AR-15-80-Receiver-Kit-Gray> (last visited Feb. 14, 2021).

²⁴ “P80 G150 AR-15 80% Receiver Kit – Gray,” Polymer80, *available at*
<https://www.polymer80.com/P80-G150-AR-15-80-Receiver-Kit-Gray> (last visited Feb. 14, 2021).

1 firearms from its kits and components. “We want to give the customers all the tools they need, as
2 much as we can anyway, to complete this product.”²⁵

3 38. Polymer80, by selling all the component parts together with the means to readily
4 convert the parts into firearms, effectively puts firearms into the hands of customers and subverts
5 regulations that apply to the sale of firearms.

6 III. DEFENDANTS’ UNLAWFUL ACTS

7 A. The Federal Gun Control Act

8 39. The Federal Gun Control Act (the “Gun Control Act”) provides:

9 The term “firearm” means (A) any weapon (including a starter gun) which will or
10 is designed to or **may readily be converted** to expel a projectile by the action of
11 an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler
12 or firearm silencer; or (D) any destructive device. Such term does not include an
13 antique firearm.

14 18 U.S.C. § 921(a)(3) (emphasis added).

15 40. Polymer80 sold Buy Build Shoot kits consisting of all component parts of a firearm,
16 including handgun frames, which are “designed to” be and “may readily be converted” into an
17 operable weapon. Polymer80 also currently sells frame and receiver kits containing an unfinished
18 frame or receiver along with jigs and drill bits that enable a customer to complete the frame or
19 receiver. Accordingly, Polymer80 knowingly sells or has sold “firearms” under § 921(a)(3).²⁶ In
20
21

22 ²⁵ Shooters Nation, *020 Dan McCalmon of Polymer 80*, YOUTUBE (Aug. 10, 2018), available at
<https://www.youtube.com/watch?v=nybZ3iNfUhU>.

23 ²⁶ Polymer80 sells standalone unfinished frames and receivers as well, which, when purchased
24 with other component parts, can readily be converted into a complete firearm; they are also designed
25 to be completed firearms; and for both of these reasons, these standalone frames and receivers meet
26 the definition of a “firearm” under the Gun Control Act. The ATF has concluded otherwise as to
27 certain of Polymer80’s standalone unfinished frames and receivers, but this conclusion is currently
28 being challenged in two separate lawsuits. *State of California, et al. v. Bureau of Alcohol, Tobacco,
Firearms and Explosives*, 3:20-cv-06761 (N.D. Cal. Sept. 29, 2020); *City of Syracuse, et al. v.
Bureau of Alcohol, Tobacco, Firearms and Explosives*, 1:20-cv-06885 (S.D.N.Y. Aug. 26, 2020).
Because of the ongoing litigation, the People’s claims under the Gun Control Act in this Complaint
are limited to Polymer80’s sale of Buy Build Shoot, frame, and receiver kits.

1 fact, “ATF Chief Counsel has ... determined that the Buy Build Shoot kits are, as a matter of law,
2 firearms pursuant to 18 U.S.C. section 921(a)(3).”²⁷

3 41. Federal law requires that firearm sellers obtain federal firearm licenses (“FFL”) prior
4 to engaging in the business of dealing in firearms, *see* 18 U.S.C. § 922(a)(1), and prohibits the
5 shipment of a firearm directly to a purchaser, § 922(a)(2), or sale or delivery of a firearm by a seller
6 with a Federal Firearms License to person residing in another state, § 922(b)(3). Federal law also
7 requires that firearms dealers and manufacturers conduct a background check before transferring
8 firearms, and that manufacturers inscribe serial numbers on all firearms.²⁸ Finally, federal law
9 prohibits selling a firearm to any purchaser who does not appear in person unless the purchaser
10 submits an affidavit as to the legality of the purchase from the seller along with a copy of a
11 notification to local law enforcement and acknowledgement of receipt of the notification, § 922(c).

12 42. At all relevant times, Defendants knowingly sold firearms in the form of ghost gun
13 kits and components without serial numbers and without conducting background checks.
14 Defendants also shipped kits directly to purchasers, and sold to purchasers who did not either appear
15 in person or submit an affidavit as to the legality of the purchase along with a copy of notification
16 to local law enforcement. Finally, Defendants knowingly sold and delivered firearms to purchasers
17 residing in another state.

18 43. Defendants’ failures to comply with federal firearm statutes and regulations are a
19 proximate cause of the increase in ghost gun-related violence and illegal activity in Los Angeles.

20 **B. The 2005 Child Safety Lock Act**

21 44. The 2005 Child Safety Lock Act makes it “unlawful for any licensed importer,
22 licensed manufacturer, or licensed dealer to sell, deliver, or transfer any handgun to any person ...
23
24
25

26 ²⁷ ATF Affidavit, ¶ 65 and note 6.

27 ²⁸ 18 U.S.C. §§ 922(t)(1) and 923(i). Polymer80 is federally licensed to manufacture firearms, and
28 is therefore subject to the requirements for “licensed manufacturers” set forth in 18 U.S.C. § 922 *et*
seq.

1 unless the transferee is provided with a secure gun storage or safety device (as defined in section
2 921(a)(34)) for that handgun.”²⁹

3 45. Section 921(a)(34) defines “secure gun storage or safety device” as:

4 (A) *a device that, when installed on a firearm, is designed to*
5 *prevent the firearm from being operated without first*
6 *deactivating the device;*

7 (B) a device incorporated into the design of the firearm that is
8 designed to prevent the operation of the firearm by anyone
9 not having access to the device; or

10 (A) a safe, gun safe, gun case, lock box, or other device that is
11 designed to be or can be used to store a firearm and that is
12 designed to be unlocked only by means of a key, a
13 combination, or other similar means.

14 46. 18 U.S.C. § 921(a)(34) (emphasis added).

15 47. The Gun Control Act defines “handguns” as follows:

16 (B) A firearm which has a short stock and is designed to be
17 held and fired by the use of a single hand; and

18 (C) *Any combination of parts from which a firearm*
19 *described in subparagraph (A) can be assembled.*³⁰

20 48. The Buy Build Shoot kits Defendants have sold constitute a combination of parts
21 from which a firearm can be assembled, and thus satisfy the definition of a “handgun.”

22 49. On information and belief, Polymer80 knowingly violated these requirements by
23 failing to provide any supplemental or external locking device or gun storage container with the
24 ghost gun kits sold to California purchasers.

25 **C. The California Unsafe Handgun Act**

26 50. In 1999, California passed the Unsafe Handgun Act (“CUHA”), Cal. Penal Code
27 sections 31900, *et seq.*, to establish safety standards for all handguns manufactured, imported, and
28 sold in the state.

29 ²⁹ 18 U.S.C. § 922(z).

30 ³⁰ 18 U.S.C. § 921(a)(29) (emphasis added).

1 51. The primary enforcement clause of CUHA requires that “[a] person in this state who
2 manufactures or causes to be manufactured, imports into the state for sale, keeps for sale, offers or
3 exposes for sale, gives, or lends an unsafe handgun shall be punished by imprisonment in a county
4 jail not exceeding one year.”³¹

5 52. Moreover, CUHA’s certification requirement mandates that “[e]very person who
6 imports into the state for sale, keeps for sale, or offers or exposes for sale any firearm shall certify
7 under penalty of perjury and any other remedy provided by law that every model, kind, class, style,
8 or type of pistol, revolver, or other firearm capable of being concealed upon the person that the
9 person imports, keeps, or exposes for sale is not an unsafe handgun[.]”³²

10 53. An “unsafe handgun” is defined as “any pistol, revolver, or other firearm capable of
11 being concealed upon the person” that does not have certain safety devices, meet firing
12 requirements, or satisfy drop safety requirements.³³ An “unsafe handgun” also includes, for firearms
13 manufactured after a certain date and not already listed on the roster of handguns tested and
14 determined by the Department of Justice not to be unsafe, handguns that lack a chamber load
15 indicator and magazine disconnect mechanism.

16 54. Upon information and belief, Polymer80 assembled handguns, originally sold by
17 Defendants as kits and unfinished frames, do not comply with CUHA because, among other reasons,
18 they do not meet CUHA’s chamber load indicator and magazine disconnect mechanism
19 requirements.

20 55. As mentioned, CUHA charges the California Department of Justice with compiling
21 and maintaining a roster of handguns that have been tested and determined not to be unsafe, and
22 therefore, “may be sold in this state.”³⁴

23
24
25 ³¹ Cal. Penal Code § 32000(a).

26 ³² Cal. Penal Code § 32005(b).

27 ³³ Cal. Penal Code § 31910.

28 ³⁴ Cal. Penal Code § 32015; *Nat’l Shooting Sports Foundation, Inc. v. State of California*, 6 Cal.
App. 5th 298 (2016).

1 56. The kits sold by Defendants intended to be assembled into handguns are not listed
2 on the Roster of Certified Handguns maintained by the State of California.³⁵

3 57. At all relevant times, Defendants knowingly aided and abetted the manufacture of
4 handguns that do not meet the safety requirements of CUHA by marketing, selling, and transferring
5 all of the components, parts, materials, tools and instructional videos needed to build an unsafe
6 handgun in the state.

7 58. Defendants' actions in aiding and abetting the manufacture of unsafe handguns in
8 California are a proximate cause of the increase in ghost gun-related violence and illegal activity in
9 Los Angeles.

10 **D. California's Assembly of Firearms Law**

11 59. Under California's Assembly of Firearms Law, any firearm "manufactured or
12 assembled from polymer plastic" must contain "3.7 ounces of material type 17-4 PH stainless steel
13 ... embedded within the plastic upon fabrication or construction with the unique serial number
14 engraved or otherwise permanently affixed in a manner that meets or exceeds the requirements
15 imposed on licensed importers and licensed manufacturers of firearms pursuant to subsection (i) of
16 Section 923 of Title 18 of the United States Code and regulations issued pursuant thereto."³⁶

17 60. Defendants' knowingly sell unfinished pistol frames that do not contain either 3.7
18 ounces of the type of stainless steel embedded in it or a unique serial number engraved or
19 permanently affixed pursuant to Section 923 of the Gun Control Act, as required under California
20 law.³⁷

21 61. Defendants' actions selling and aiding and abetting the manufacture and assembly
22 of firearms that fail to comply with California's serialization requirement are a proximate cause of
23 the increase in ghost gun-related violence and illegal activity in Los Angeles.

24 _____
25 ³⁵ State of California Dep't. of Justice, "Handguns Certified for Sale,"
<https://oag.ca.gov/firearms/certified-handguns/search>.

26 ³⁶ Cal. Penal Code § 29180(b)(2)(B).

27 ³⁷ The ATF has reached this specific conclusion in finding that "manufacturing or assembling a
28 firearm made with POLYMER80 pistol frames is unlawful in California." ATF Affidavit ¶ 87
n.11.

1 **E. California’s Unfair Competition Law**

2 62. California’s Unfair Competition Law (“UCL”), Business and Professions Code
3 section 17200, provides that “[a]s used in this chapter, unfair competition shall mean and include
4 any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or
5 misleading advertising.”

6 63. The UCL authorizes the City Attorney to bring a civil enforcement action against
7 “[a]ny person who engages, has engaged, or proposes to engage in unfair competition[.]”³⁸ The
8 UCL defines “person” to include “natural persons, corporations, firms, partnerships, joint stock
9 companies, associations and other organizations of persons.”³⁹

10 64. “Because Business and Professions Code Section 17200 is written in the disjunctive,
11 it establishes three varieties of unfair competition – acts or practices which are unlawful, or unfair,
12 or fraudulent.”⁴⁰ Defendants have been violating the UCL by engaging in: (1) unlawful business
13 activities; (2) fraudulent, deceptive, and misleading advertising; and (3) unfair competition.

14 65. First, “[b]y defining unfair competition to include any ‘unlawful ... business act or
15 practice,’ the UCL permits violations of other laws to be treated as unfair competition that is
16 independently actionable.”⁴¹

17 66. The unlawful prong of section 17200 “embrac[es] anything that can properly be
18 called a business practice and that at the same time is forbidden by law.”⁴² It “borrows violations
19 of other laws and treats them as independently actionable.”⁴³ “Virtually any state, federal or local
20 law can serve as the predicate for an action under Business and Professions Code section 17200.”⁴⁴

21
22
23 ³⁸ Business and Professions Code section 17203.

24 ³⁹ *Id.*, section 17201.

25 ⁴⁰ *Podolsky v. First Healthcare Corp.*, 50 Cal. App. 4th 632, 647 (1996).

26 ⁴¹ *Kasky v. Nike, Inc.*, 27 Cal. 4th 939, 949 (2002).

27 ⁴² *Rubin v. Green*, 4 Cal. 4th 1187, 1200 (1993) (internal quotation marks omitted).

28 ⁴³ *Daugherty v. American Honda Motor Co., Inc.*, 144 Cal. App. 4th 824, 837 (2006).

⁴⁴ *Podolsky*, 50 Cal. App. 4th at 647.

1 The UCL thus prohibits “any practices forbidden by law, be it civil or criminal, federal, state, or
2 municipal, statutory, regulatory, or court-made.”⁴⁵

3 67. Polymer80 knowingly sells firearms in the form of ghost gun kits without serial
4 numbers and without conducting background checks, and knowingly ships these kits directly to
5 purchasers who did not either appear in person or submit the required affidavit and notification to
6 law enforcement, in violation of the Gun Control Act. On information and belief, Polymer80 also
7 knowingly sells firearms in the form of ghost gun kits without any supplemental or external locking
8 device or gun storage container with the ghost gun kits sold to California purchasers in violation of
9 the 2005 Child Safety Lock Act. Furthermore, through the sale of its kits and components,
10 Polymer80 also knowingly violates California law by, among other things, aiding and abetting the
11 manufacture of unsafe handguns that do not meet the safety requirements under CUHA, that do not
12 meet certification requirements, and that do not meet serial number requirements. Through these
13 actions, Polymer80 also knowingly violates California’s Assembly of Firearms Law.

14 68. Second, the fraudulent prong of section 17200 “affords protection against the
15 probability or likelihood as well as the actuality of deception or confusion.”⁴⁶ A UCL action alleging
16 violations of the fraudulent prong is “distinct from common law fraud.”⁴⁷ “A fraudulent deception
17 must be actually false, known to be false by the perpetrator and reasonably relied upon by a victim
18 who incurs damages. None of these elements are required to state a claim for injunctive relief under
19 section 17200”⁴⁸ “This distinction reflects the UCL’s focus on the defendant’s conduct, rather
20 than the plaintiff’s damages, in service of the statute’s larger purpose of protecting the general public
21 against unscrupulous business practices.”⁴⁹

22
23
24 ⁴⁵ *Saunders v. Superior Court (California Reporting Alliance)*, 27 Cal. App. 4th 832, 838-839
25 (1994).

26 ⁴⁶ *Payne v. United California Bank*, 23 Cal. App. 3d 850, 856 (1972).

27 ⁴⁷ *In re Tobacco II Cases*, 46 Cal. 4th 298, 312 (2009).

28 ⁴⁸ *Day v. AT&T Corp.*, 63 Cal. App. 4th 325, 332 (1998).

⁴⁹ *In re Tobacco II Cases*, 46 Cal. 4th at p. 312.

1 69. “A UCL cause of action may be based on representations to the public which are
2 untrue, and also those which may be accurate on some level, but will nonetheless tend to mislead or
3 deceive A perfectly true statement couched in such a manner that it is likely to mislead or
4 deceive the consumer, such as by failure to disclose other relevant information, is actionable under
5 the UCL.”⁵⁰

6 70. In advertising and selling its Buy Build Shoot and frame and receiver kits to
7 California residents while representing that ATF determination letters classified those kits as not
8 being firearms, Defendants expressly and by implication represent that these products are legal,
9 which they are not, and that ATF has said so with respect to Polymer80’s kits, which it has not.

10 71. Additionally, Polymer80 contends on its website that the ATF has determined that
11 the unfinished frames and receivers it sells as part of firearm building kits have “not yet reached a
12 stage of manufacture that meets the definition of firearm frame or receiver found in the Gun Control
13 Act of 1968.” This is misleading and deceptive.

14 72. Although the ATF provided determination letters to Polymer80 between 2015 and
15 2017 concluding that certain Polymer80 unfinished pistol frames and lower receivers *standing alone*
16 were not “sufficiently complete to be classified as the frame or receiver of a firearm,” the ATF has
17 made no such determination that the frame kits and Buy Build Shoot Kits sold by Polymer80 are
18 not considered firearms under federal law.

19 73. To the contrary, when Polymer80 submitted its PF940v2 frame in December 2017,
20 ATF wrote back a few months later to note: “[i]t is clear from the above information provided in
21 your correspondence that the submitted sample is only a component used in the assembly of an end-
22 item,” and that “[c]learly the submitted sample is simply a component of a larger product.”⁵¹

23 74. The ATF noted in the same letter that it would “not render a classification on a partial
24 product submission.”⁵² Instead, the ATF instructed Polymer80 to “submit the complete Polymer 80

25 _____
26 ⁵⁰ *Paduano v. American Honda Motor Company, Inc.*, 169 Cal. App. 4th 1453, 1469 (2009)
(internal quotations omitted).

27 ⁵¹ ATF Affidavit, ¶ 43.

28 ⁵² *Id.* at 44.

1 Model PF940v2 80% Standard Pistol Frame Kit,” if Polymer80 wanted to receive an evaluation and
2 classification of the product.⁵³ Not surprisingly, Polymer80 never subsequently submitted the
3 complete PF940v2 pistol frame kit or any of its frame kits or Buy Build Shoot kits to the ATF for
4 a final determination as to whether such kits constituted firearms.

5 75. Polymer80 has not only continued to advertise and sell the PF940v2 pistol frame kit
6 for nearly three years since receiving the ATF’s letter, but to advertise and sell the more inclusive
7 Buy Build Shoot Kits through at least December 2020. Polymer80 also continued in misleading
8 fashion to tout the ATF determination letters as support for the legality of its frame and receiver
9 kits, when in fact the determination letters evaluated only the unfinished frames and receivers as
10 standalone products.⁵⁴

11 76. Finally, the unfair prong of Section 17200 “provides an independent basis for
12 relief.”⁵⁵ “It is not necessary,” therefore, “for a business practice to be ‘unlawful’ in order to be
13 subject to an action under the unfair competition law.”⁵⁶ “In general the ‘unfairness’ prong has been
14 used to enjoin deceptive or sharp practices.”⁵⁷

15 77. The courts of this state have adopted several tests for determining whether a business
16 act or practice is unfair, two of which are applicable to Defendants’ conduct:

- 17 A. A business practice is unfair when the defendant’s conduct “threatens an
18 incipient violation of [a law], or violates the policy or spirit of [a law] because

19 _____
20 ⁵³ *Id.*

21 ⁵⁴ As alleged above, the ATF’s decisions not to regulate certain Polymer80 “unfinished” frames
22 and receivers is currently the subject of federal court litigation, including in the Northern District of
23 California in a case brought by the Attorney General of California, and in the Southern District of
24 New York, in a case brought by several U.S. cities. Polymer80’s sales of frame and receiver kits
25 and Buy Build Shoot kits go beyond the ATF’s evaluation of a single component in the
determination letters. More recently, and as referenced above, in a federal search warrant executed
at Polymer80’s headquarters in December 2020, the ATF made clear that it has determined that a
“Buy Build Shoot Kit” as designed, manufactured, and distributed by POLYMER80, is a ‘firearm’
as defined under federal law.” ATF Affidavit, ¶ 8.

26 ⁵⁵ *Smith v. State Farm Mutual Automobile Ins. Co.*, 93 Cal. App. 4th 700, 718 (2001).

27 ⁵⁶ *Id.*

28 ⁵⁷ *South Bay Chevrolet v. General Motors Acceptance Corp.*, 72 Cal. App. 4th 861, 887 (1999)
(internal quotations omitted).

1 its effects are comparable to or the same as a violation of the law, or otherwise
2 significantly threatens or harms competition.”⁵⁸

3 B. As to consumers, a business practice is unfair when it is “immoral,
4 unethical, oppressive, unscrupulous or substantially injurious to consumers
5 and requires the court to weigh the utility of the defendant’s conduct against
6 the gravity of the harm to the alleged victim.”⁵⁹

7 78. Polymer80’s sales of unserialized firearm kits in violation of state and federal law
8 constitutes unfair competition to licensed gun dealers in California who abide by the applicable state
9 and federal laws and regulations. The California Legislature intends to regulate the sale of firearms
10 within the state, including by requiring all firearms to be marked with a unique serial number.
11 Polymer80 violates this policy by selling kits and components that enable purchasers to assemble
12 an unserialized firearm instead of purchasing a legal, serialized firearm from a licensed dealer. The
13 California Legislature also charges the Department of Justice with compiling and maintaining a
14 roster of handguns that “may be sold in this state” under CUHA. Polymer80’s products do not
15 appear on that roster but are nonetheless sold. CUHA additionally requires that every person who
16 offers or exposes for sale any firearm shall certify under penalty of perjury that the firearm is not an
17 unsafe handgun, which Polymer80 has never done for any of its products sold.

18 79. Defendants also engage in and have engaged in business activity that is unfair to the
19 residents of California, because the combination of Polymer80’s sale of Buy Build Shoot kits, frame
20 and receiver kits, and unfinished frames and receivers with component parts in contravention of
21 state and federal law is “immoral, unethical, oppressive, unscrupulous or substantially injurious to
22 consumers,” and the harm caused to the People of the State of California from the proliferation of
23 untraceable ghost guns outweighs the utility of these unserialized, untraceable weapons.⁶⁰

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26 ⁵⁸ *Cel-Tech Communications, Inc. v. Los Angeles Cellular Telephone Co.*, 20 Cal. 4th 163, 187
(1999).

27 ⁵⁹ *Drum v. San Fernando Valley Bar Ass’n*, 182 Cal. App. 4th 247, 257 (2010).

28 ⁶⁰ *Id.*

1 violation of the CUHA by aiding and abetting in the manufacture of unsafe handguns and the
2 manufacture and assembly of unserialized handguns through its sales of Buy Build Shoot kits and
3 frame and receiver kits.

4 88. Further, Polymer80 knowingly engaged in fraudulent and deceptive acts and
5 practices by falsely advertising to consumers, either expressly or by implication, that its kit products
6 were legal to purchase and possess.

7 89. As alleged above, Polymer80's knowing fraudulent and deceptive business acts and
8 practices include, but are not limited to, misleading statements on Polymer80's website "that the
9 G150 AR15 80% Receiver Kit, .308 80% Receiver Kit, & the PF940C™ 80% Pistol Frame Kits
10 were classified by the Bureau of Alcohol, Tobacco, Firearms and Explosives as not falling within
11 the federal definition of 'firearm' or 'frame or receiver.'"⁶¹

12 90. Finally, Polymer80 knowingly engaged in and continues to knowingly engage in
13 unfair business activity. Polymer80's sale of unserialized firearm kits in contravention of state and
14 federal gun law requirements constitutes unfair competition to licensed gun dealers in California
15 who abide by the applicable state and federal laws and regulations, including the requirement that
16 all firearms sold, manufactured, and/or assembled bear a unique serial number and that licensed
17 sellers conduct background checks on all sales. Polymer80's sales also violate the CUHA
18 requirements that their products appear on the Roster of Certified Handguns maintained by the State
19 of California, and that "every person who ... offers or exposes for sale any firearm ... certify under
20 penalty of perjury" that the firearm being "expose[d] for sale is not an unsafe handgun." The kits
21 sold by Defendants intended to be assembled into handguns—as well as the assembled handguns
22 sold by Defendants—are not listed on the Roster of Certified Handguns maintained by the State of
23 California.

24
25
26 ⁶¹ Polymer80, *FAQs*, <https://www.polymer80.com/faqs> (archived at
27 <https://web.archive.org/web/20210122164500/https://www.polymer80.com/faqs>) (archive last
28 visited Feb. 15, 2021). According to ATF's Application for a Search Warrant, the PF940V2,
which ATF refused to "approve" without reviewing the whole kit, is simply a newer version of the
unfinished PF940C frame that was the subject of ATF's November 2, 2015 determination letter.

1 91. Further, Polymer80’s illegal sales in California are “immoral, unethical, oppressive,
2 unscrupulous or substantially injurious to consumers,” and the harm caused to Plaintiff by the
3 proliferation of untraceable ghost guns in the hands of prohibited purchasers outweighs the utility
4 of these unserialized, untraceable weapons.⁶²

5 92. Polymer80’s founders Kelly and Borges are also individually liable for the acts
6 alleged in this Complaint. Under the UCL, “[i]ndividual liability must be predicated on [the
7 individual’s] personal participation in the unlawful practices.”⁶³ Moreover, an individual must
8 demonstrate “his knowledge or participation in the illegal conduct.”⁶⁴ “[I]f the evidence establishes
9 defendant’s participation in the unlawful practices, either directly or by aiding and abetting the
10 principal, liability under sections 17200 and 17500 can be imposed.”⁶⁵

11 93. Defendant Kelley, CEO and Owner of Polymer80, met with an ATF Industry
12 Operations Investigator in 2016 when obtaining Polymer80’s federal firearms license, and discussed
13 federal firearm laws, regulations, and recordkeeping requirements.⁶⁶ The investigator provided
14 Kelley with a copy of the Federal Firearms Regulations Reference Guide and Federal Firearms
15 Licensee Quick Reference and Best Practices Guide.⁶⁷ In addition, as stated by Kelley in 2015,
16 “When we develop an 80% product, we do it with a specific system in mind. Much like with the
17 AR-15 and .308 Lower Receivers, we needed to design a complete kit which included not only the
18 frame, but a jig and all the drill bits necessary to make the milling process flawless.”⁶⁸

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22 ⁶² *Drum*, 182 Cal.App.4th at 257.

23 ⁶³ *People v. Toomey*, 157 Cal. App. 3d 1, 14 (1984).

24 ⁶⁴ *Id.*

25 ⁶⁵ *Id.* at 15.

26 ⁶⁶ ATF Affidavit, ¶ 35.

27 ⁶⁷ *Id.*

28 ⁶⁸ Polymer80, Inc., Press Release, Nov. 7, 2015, available at
<https://n2a.goexposoftware.com/events/ss2016/FORMfields/uploads/pressreleasescurprur1449270800172965425.pdf>.

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- 3. Statutory penalties for violating California’s Unfair Competition Law according to proof at trial;
- 4. Establishment of a dedicated abatement fund to remediate a public nuisance;
- 5. For costs of suit and attorneys’ fees to the fullest extent permitted by law; and
- 6. Grant such other relief as the Court may deem just and proper.

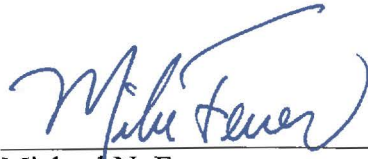
DATED: February 17, 2021

Respectfully submitted,

Michael N. Feuer, City Attorney
Michael J. Bostrom, Assistant City Attorney
OFFICE OF THE LOS ANGELES CITY ATTORNEY

QUINN EMANUEL URQUHART
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Mark Weiner*

By 

Michael N. Feuer
Attorneys for Plaintiff, The People
of the State of California

*Applications for admission pro hac vice forthcoming.

EXHIBIT E

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY LOS ANGELES

THE PEOPLE OF THE STATE OF)
CALIFORNIA,)
Plaintiff,)
vs.) Case No.
POLYMER80, INC., etc., et) 21STCV06257
al.,)
Defendants.)
_____)

VIDEO-RECORDED DEPOSITION OF DAN McCALMON, VOLUME 1
30(b)(6) Witness For Polymer80, Inc., and in his
Individual Capacity
Via Zoom
November 17, 2022

Certain Pages Designated Highly Confidential Herein

Reported by:
Dana Peabody, RDR, CRR, CSR No. 6332
Pages 1 through 290
Job No. SD 5552809

1 THE VIDEOGRAPHER: Going off the record at
2 10:41 a.m.
3 (Recess.)
4 THE VIDEOGRAPHER: Going back on the
5 record at 10:43 a.m. 10:43:13
6 BY MR. LYONS:
7 Q. So before the break, we were talking about
8 the PF940C product. And just to address a concern
9 by your counsel, I'm asking this question of you in
10 your capacity as the corporate designee of 10:43:37
11 Polymer80. Okay?
12 A. Yes, sir.
13 Q. So could you describe that product for me?
14 A. It's a 80 percent complete pistol frame,
15 so it cannot accept any additional parts to be 10:43:53
16 completed into a firearm without additional
17 machining measures taken or completed on the product
18 itself. It's compatible as a Glock 19 or -- with
19 Glock 19 components.
20 Q. And when that product is sold, that PF940C 10:44:13
21 complete pistol frame, what is included in the box
22 that is shipped out to the customer?
23 A. The only thing that's included is the
24 pistol frame and a component known as the
25 rear rail module and an additional component known 10:44:29

1 as the locking block rail system.

2 Q. So is there a jig that's included with
3 that product?

4 A. No, there is not.

5 Q. Was there ever a time when Polymer80 sold 10:44:39
6 that product with a jig?

7 A. Yes, there was.

8 Q. When was that?

9 A. Prior to the August 24th ruling at the
10 federal level which reclassified what constitutes a 10:44:51
11 firearm.

12 Q. And that's August 24th, 2022?

13 A. Yes, sir.

14 Q. So prior to August 24th, 2022, that
15 product that you described, the PF940C, did it have 10:45:09
16 the same name when you marketed it?

17 A. Yes, it did.

18 Q. Okay. And was it also called a complete
19 pistol frame kit at that time?

20 A. Yes, sir. 10:45:28

21 Q. In addition to the jig, what was included
22 in that product at that time?

23 A. Along with the jig was included a
24 3 millimeter drill bit and a 4 millimeter drill bit.

25 Q. Okay. Focusing on this product, the 10:45:39

1 PF940C, when did you first begin selling that
2 product with a jig and drill bits?

3 A. That would have dated back to -- I believe
4 that product launched in 2016.

5 Q. Now, from that period, 2016 -- and we can 10:46:08
6 do this by year, I guess, going backwards. You said
7 currently the PF940C is Polymer80's best-selling
8 product. How long has it been Polymer80's
9 best-selling product?

10 A. Actually since the product actually 10:46:34
11 launched.

12 Q. At some point in time, you sold something
13 called a BBS kit.

14 A. That's correct.

15 Q. When did you first begin selling that 10:46:46
16 product?

17 A. I believe the BBS kit was first sold back
18 in 2019.

19 Q. And are you currently selling that
20 product? 10:46:58

21 A. No. Absolutely not.

22 Q. When did you stop selling that product?

23 A. When we were advised by the ATF that they
24 deemed it to be the same as a firearm, which would
25 have been in -- I believe that would have been 10:47:12

1 December of 2020.

2 Q. During the time that you were selling the
3 BBS kit, is it true that the PF940C was still the
4 best-selling product that Polymer80 was selling?

5 A. Yes, sir. 10:47:27

6 Q. All right. So let me ask you to take a
7 look at Exhibit Share, and we're going to load
8 another exhibit.

9 A. Okay.

10 Q. And this is going to be Exhibit 3. 10:47:51

11 (Exhibit 3 marked for identification.)

12 THE WITNESS: I just had Exhibit 2A pop up
13 on my screen. Would that be one in the same?

14 BY MR. LYONS:

15 Q. Let me just take a look. Yeah, you can 10:48:08
16 skip 2A; that should be something different. And
17 Exhibit 3 is a document that asks for injunctive
18 relief. Do you see that?

19 A. Yes, sir. I have that now.

20 Q. And if you could scroll through the 10:48:28
21 document to page 12.

22 A. Okay.

23 Q. You'll see there is a figure of a
24 screenshot -- of a Buy Build and Shoot kit.

25 Do you see that? 10:48:57

1 Q. And how was it utilized in those
2 instances?

3 A. It was played on a TV screen in the
4 background of the booth for that particular trade
5 show. 12:40:09

6 Q. Got it. Okay.

7 I'm going to ask you to look at the next
8 clip in the video. And if you could play that.

9 A. Sure.

10 (Exhibit 11A marked for identification.) 12:40:19

11 (Video played.)

12 THE WITNESS: Okay.

13 BY MR. LYONS:

14 Q. So your description of how long it would
15 take to make this, 30 minutes to an hour for a 12:41:22
16 person of average abilities, is that -- was that
17 your best estimate at the time?

18 A. Yes, sir.

19 Q. And this was for the PF940C model,
20 correct? 12:41:42

21 A. Yes, sir, that's correct.

22 Q. Was that time estimate different for any
23 other models of pistol frame kits?

24 A. I would say no. Only because the process
25 itself is fairly different across different pistol 12:42:05

1 frames.

2 Q. You said for an AR receiver, it might be a
3 longer process, but focusing on --

4 A. Yes.

5 Q. -- pistol frames, 30 minutes to an hour, 12:42:12
6 is about what you would expect someone would take to
7 finish this product?

8 A. Yes, sir, that's correct.

9 Q. Let me ask you to take a look at our next
10 Exhibit, which is going to be Tab 7. 12:42:36

11 And, Deshani, if you could load Tab 7.

12 (Exhibit 12 marked for identification.)

13 THE WITNESS: Okay. I've got it up.

14 BY MR. LYONS:

15 Q. Okay. So let me -- raise -- let me 12:43:09
16 explain what's going on here. This is a document
17 called a Request for Admission.

18 And have you seen this document before?

19 A. No, I do not believe I have.

20 Q. So this is one page of a longer document, 12:43:29
21 and we've only included this page in order to save
22 some trees.

23 But during the course of the litigation,
24 the Plaintiff sent certain requests for admissions
25 to the defendants, and this is the response. 12:43:49

CERTIFICATE

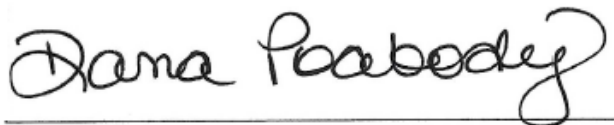
I, Dana Peabody, a California Certified Shorthand Reporter, do hereby certify:

That prior to being examined, the witness in the foregoing proceedings was by me duly sworn to testify to the truth, the whole truth, and nothing but the truth;

That said proceedings were taken before me at the time and place therein set forth and were taken down by me in shorthand and thereafter transcribed into typewriting under my direction and supervision;

I further certify that I am neither counsel for, nor related to, any party to said proceedings, nor in any way interested in the outcome thereof.

In witness whereof, I have hereunto subscribed my name at Yuma, Arizona, this 28th day of November, 2022.



Dana Peabody

SR No. 6332

EXHIBIT F



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

www.atf.gov

JAN 18 2017

907010:WJS
3311/305402

Mr. Jason Davis
The Law Offices of Davis & Associates
27201 Puerta Real, Suite 300
Temecula, California 92691

Mr. Davis:

This is in reference to your correspondence, with enclosed samples, to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Firearms Technology Industry Services Branch (FTISB). In your letter, you asked for a classification of two Glock-type "PF940C Blank" on behalf of your client, Polymer 80 Incorporated (see enclosed photos). Specifically, you wish to know if each of these items would be classified as a "firearm" under the Gun Control Act of 1968 (GCA).

You state the submitted PF940C has critical machining operations not yet "implanted" as follows:

- *Drilling of the locking left and right block pin holes.*
- *Drilling of the left and right trigger pin holes.*
- *Drilling of the left and right trigger housing pin holes.*
- *Cutting of the left and right rail slots to allow for slide installation.*
- *Machining of the side walls that block slide installation.*
- *Machining of the cross walls that block barrel and recoil spring installation.*

As a part of your correspondence, you describe design features and the manufacturing process of the submitted "PF940C" to include the following statement:

- *The submitted PF940C blank is a solid core unibody design made out of a single casting without any core strengthening inserts. Moreover, it is void of any indicators that designate or provide guidance in the completion of the firearm.*

For your reference in this matter, the amended Gun Control Act of 1968 (GCA), 18 U.S.C. § 921(a)(3), defines the term "firearm" *to include any weapon (including a starter gun) which will or is designed to or may be readily converted to expel a projectile by the action of an explosive...[and] ...the frame or receiver of any such weapon...*

Also, 27 CFR Section 478.11 defines "firearm frame or receiver". *That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel.*

Also, the AECA, 27 CFR Section 447.11, defines "defense articles" as—

...Any item designated in § 447.21 or § 447.22. This includes models, mockups, and other such items which reveal technical data directly relating to § 447.21 or § 447.22.

The USMIL, Section 447.22, **FORGINGS, CASTINGS, and MACHINED BODIES** states:

Articles on the U.S. Munitions Import List include articles in a partially completed state (such as forgings, castings, extrusions, and machined bodies) which have reached a stage in manufacture where they are clearly identifiable as defense articles. If the end-item is an article on the U.S. Munitions Import List, (including components, accessories, attachments and parts) then the particular forging, casting, extrusion, machined body, etc., is considered a defense article subject to the controls of this part, except for such items as are in normal commercial use.

During the examination of your sample "PF940C", FTISB personnel found that the following machining operations or design features present or completed:

1. Trigger slot.
2. Capable of accepting Glock 17 trigger mechanism housing.
3. Capable of accepting Glock 17 trigger bar.
4. Magazine well.
5. Magazine catch.
6. Accessory rail.
7. Slide-stop lever recess.
8. Magazine catch spring recess.

Machining operations or design features not yet present or completed:

1. Trigger-pin hole machined or indexed.
2. Trigger mechanism housing pin machined or indexed.
3. Locking block-pin hole machined or indexed.
4. Devoid of front or rear frame rails.
5. Barrel seat machined or formed.
6. Incapable of accepting Glock locking-block.

Note: *The dust cover, top of the barrel seat area and locking-block recess area became damaged during this evaluation.*

As a result of this FTISB evaluation, the submitted "PF940C" is not sufficiently complete to be classified as the frame or receiver of a firearm and thus is not a "firearm" as defined in the GCA. Consequently, the aforementioned items are therefore not subject to GCA provisions and implementing regulations.

To reiterate the conclusion of FTISB's evaluation, our Branch has determined that the submitted Polymer 80, Incorporated Glock-type receiver blanks incorporating the aforementioned design features are not classified as the frame or receiver of a weapon designed to expel a projectile by the action of an explosive, thus each of these items are not a "firearm" as defined in GCA, 18 U.S.C. § 921(a)(3)(B).

Please be aware, while not classified as a "firearm"; the submitted items are each classified as a "defense article" as defined in 27 CFR Section 447.11. The U.S. Department of State (USDS) regulates all exports from, and particular imports into, the United States. Firearms, parts, and accessories for firearms are all grouped as "defense articles" by the USDS and overseen by their Directorate of Defense Trade Controls. Information regarding import/export of defense articles can be found on their web site at www.pmdt.state.gov.

Correspondence from our Branch is dependent upon the particular facts, designs, characteristics or scenarios presented. Please be aware that although other cases (submissions to our Branch) may appear to present identical issues, this correspondence pertains to a particular issue or item. We caution applying this guidance in this correspondence to other cases, because complex legal or technical issues may exist that differentiate this scenario or finding from others that only appear to be the same.

Please be aware, this determination is relevant to the item as submitted. If the design, dimensions, configuration, method of operation, processes or utilized materials, this classification would be subject to review and would require a submission to FTISB of a complete functioning exemplar.

We thank you for your inquiry and trust the foregoing has been responsive to your evaluation request.

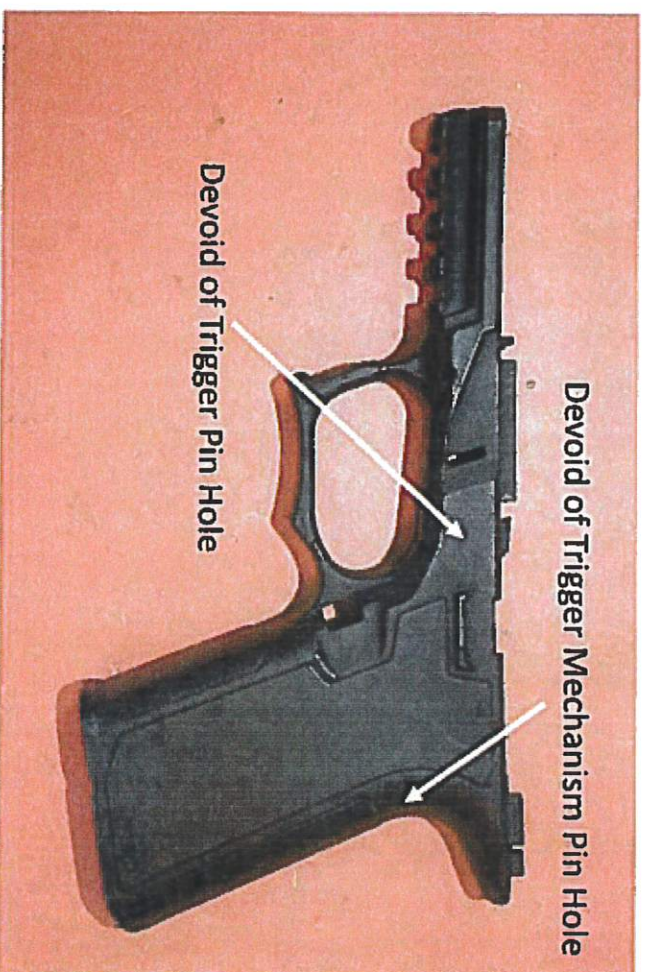
Sincerely yours,



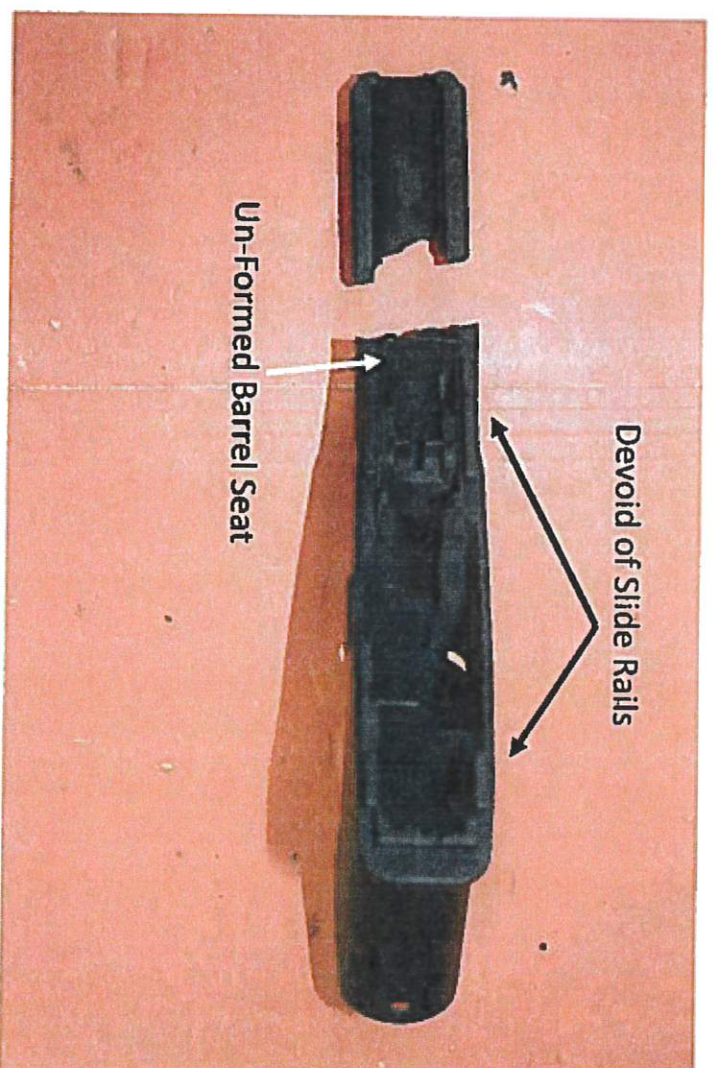
Michael R. Curtis
Chief, Firearms Technology Industry Services Branch

Enclosure

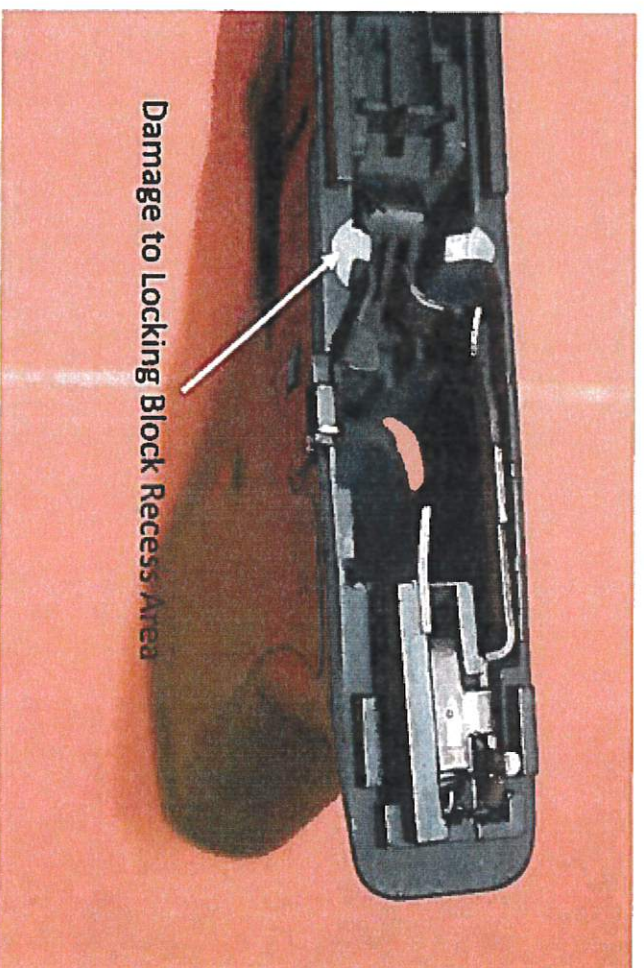
PF940C Blank, Submitted 10/6/16



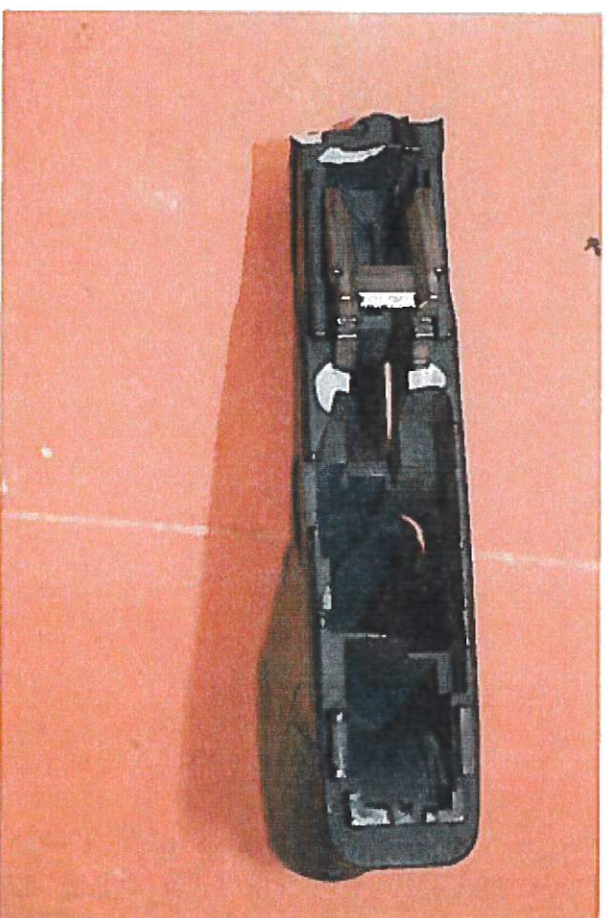
PF940C Blank, Dust Cover Area Damaged



PF940C Blank, With Trigger Mechanism Housing and Slide Stop Lever



PF940C Blank, Incapable of Accepting Glock Locking Block



E/



The Law Offices of
DAVIS & ASSOCIATES

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Direct (866) 545-GUNS/Fax (888) 624-GUNS Jason@CalGunLawyers.com
www.CalGunLawyers.com

October 3, 2016

EVAL.
305-402

RECEIVED
OCT 06 2016
BY FATD

Earl Griffith
Bureau of Alcohol, Tobacco, Firearms, and Explosives
Firearms Technology Branch
244 Needy Road
Martinsburg, West Virginia 25405 USA
VIA FED-EX

ONE
PISTOL
RECEIVER

Re: IN RE: POLYMER 80, INC. PF940C BLANK

Dear Mr. Griffith:

I write regarding my client, POLYMER 80, INC. (P80) and their intent to manufacture pistol frame blanks. Specifically, we are asking for clarification as to whether the enclosed PF940C polymer 9mm ("PF940C") blank is a "firearm," "firearm frame," or "firearm receiver" as defined in 18 U.S.C. §921(a)(3) or a merely a casting.

We have enclosed an exemplar PF940C for your review and examination. **The submitted PF940C blank is a solid core unibody design made out of a single casting without any core strengthening inserts. Moreover, it is void of any indicators that designate or provide guidance in the completion of the firearm.**

We believe that the enclosed item is not a firearm or a firearm receiver. Nevertheless, in an abundance of caution, we request clarification from the Bureau of Alcohol, Tobacco, Firearms, and Explosives – Firearms Technology Branch.

DEFINITION OF FIREARM

Title I of the Gun Control Act, 18 U.S.C. §§ 921 *et seq.*, primarily regulates conventional firearms (i.e., rifles, pistols, and shotguns). Title II of the Gun Control Act, also known as the National Firearms Act, 26 U.S.C. §§ 5801 *et seq.*, stringently regulates machine guns, short barreled shotguns, and other narrow classes of firearms. "Firearm" is defined in § 921(a)(3) as:

(B) Any weapon (including a starter gun) which will or is designed to or may readily be converted expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 2

As noted, the term "firearm" means a "weapon . . . which will or is designed to or may readily be converted to expel a projectile," and also "the *frame or receiver* of any such weapon." (18 U.S.C. §921(a)(3).) Both the "designed" definition and the "may readily be converted" definition apply to a weapon that expels a projectile, not to a frame or receiver. A frame or receiver is not a "weapon," will not and is not designed to expel a projectile, and may not readily be converted to expel a projectile.

The issue therefore becomes whether the raw material "casting," with the specified features, may constitute a "frame or receiver."

ATF's regulatory definition, 27 C.F.R. §478.11, provides: "*Firearm frame or receiver*. That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel. (The same definition appears in 27 C.F.R. §479.11.) "Breechblock" is defined as the locking and cartridge head supporting mechanism of a firearm that does not operate in line with the axis of the bore." (*Glossary of the Association of Firearms and Toolmark Examiners* (2nd Ed. 1985, 21).)

The statute refers to "the frame or receiver of any such weapon," not raw material which would require further milling, drilling, and other fabrication to be usable as a frame or receiver. Referring to ATF's definition in §478.11, an unfinished piece is not a "part" that "provides housing" (in the present tense) for the hammer, bolt, or breechblock, and other components of the firing mechanism, unless and until it is machined to accept these components. The definition does not include raw materials that "would provide housing" for such components ". . . if further machined."

In ordinary nomenclature, the frame or receiver is a finished part which is capable of being assembled with other parts to put together a firearm." (*Receiver*. The basic unit of a firearm which houses the firing and breech mechanism and to which the barrel and stock are assembled. *Glossary of the Association of Firearm and Toolmark Examiners* (2nd ed. 1985), 111.) Raw material requires further fabrication. The Gun Control Act recognizes the distinction between "Assembly and fabrication." (Compare 18 U.S.C. §921(a)(29) (defining "handgun" in part as "any combination of parts from which a firearm described in subparagraph (A) can be *assembled*") with §921(a)(24) (referring to "any combination of parts, designed or redesigned, and intended for use in *assembling or fabricating* a firearm silencer or firearm muffler" (emphasis added).) The term "assemble" means "to fit or join together (the parts of something, such as a machine): to assemble the parts of a kit." (*Assemble*. *Dictionary.com. Collins English Dictionary - Complete & Unabridged 10th Edition*. HarperCollins Publishers. <http://dictionary.reference.com/browse/assemble> (accessed: January 23, 2013).) The term "fabricate" is broader, as it also synonymous with manufacture: "to make, build, or construct." (*Fabricate*. *Dictionary.com. Collins English Dictionary - Complete & Unabridged 10th Edition*. HarperCollins Publishers. [http://dictionary.reference.com/ browse/fabricate](http://dictionary.reference.com/browse/fabricate) (accessed: January 23, 2013).) Thus, drilling, milling, and other machining would constitute fabrication, but assembly more narrowly means putting together parts already fabricated.

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 3

Moreover, “Congress did not distinguish between *receivers integrated into an operable weapon and receivers sitting in a box, awaiting installation.*” (*F.J. Vollmer Co., Inc. v. Higgins*, 23 F.3d 448, 450 (D.C. Cir. 1994)(Emphasis added.) The absence of a single hole and the presence of a piece of extra metal may mean that an item is not a frame or receiver.” (*Id.* at 452 (“In the case of the modified HK receiver, the critical features were the lack of the attachment block and the presence of a hole”; “welding the attachment block back onto the magazine and filling the hole it had drilled” removed the item from being a machinegun receiver.)

ANALOGOUS DETERMINATIONS

In an analogous situation, ATF has defined a frame or receiver in terms of whether it was “capable of accepting all parts” necessary for firing. Like the term “firearm,” the term “machinegun” is also defined to include the “frame or receiver of any such weapon.” (26 U.S.C. §5845(b). The same definition is incorporated by reference in 18 U.S.C. §921(a)(3).) The Chief of the ATF Firearms Technology Branch wrote in 1978 concerning a semiautomatic receiver which was milled out to accept a full automatic sear, but the automatic sear hole was not drilled. He opined: “in such a condition, the receiver is not capable of accepting all parts normally necessary for full automatic fire. Therefore, such a receiver is not a machinegun. . . . As soon as the receiver is capable of accepting all parts necessary for full automatic fire, it would be subject to all the provisions of the NFA.” (Nick Voinovich, Chief, ATF Firearms Technology Branch, Feb. 13, 1978, T:T:F:CHB, 7540. Similar opinions were rendered by the Chief, ATF Firearms Technology Branch, Aug. 3 1977 (reference number deleted); and C. Michael Hoffman, Assistant Director (Technical and Scientific Services), May 5, 1978, T:T:F:CHB, 1549?.)

That being said, the ATF expressed its opinions as to what extent raw material must be machined in order to be deemed a firearm. Specifically, in your letter dated June 12, 2014 (90350:WJS 331/302036) you stated as following in response to a submission from Tactical Machining, LLC:

In general, to be classified as firearms, pistol forgings or castings must incorporate the following critical features:

Slide rails or similar slide-assembly attachment features.
Hammer pin hole.
Sear pin hole.

That letter was responding to two submissions (Sample A and Sample B). Those samples were described as having the following completed:

1. Plunger-tube holes have been drilled.
2. Slide-stop pin hole drilled.
3. Slide-stop engagement area machined.
4. Ejector pin hole drilled.
5. Safety-lock hole drilled.

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 4

6. Magazine-catch area machined.
7. Grip-screw bushing holes drilled.
8. Trigger slot machined.
9. Magazine well machined.
10. Main spring housing area machined.
11. Main spring pin hole machined.
12. Sear-spring slot machined.

The critical machining operations not yet implemented in SAMPLE A and B were as follows:

1. Slide rails cut.
2. Sear pin hole drilled.
3. Hammer pin hole drilled.
4. Barrel seat machined.

The FTB determined that neither Sample A nor B meet the definition of "firearm" presented in GCA, 18 U.S.C. Section 921(a)(3).)

Similarly, the critical machining operations not yet implanted in the PF940C are as follows:

1. Drill the locking left block pin hole.
2. Drill the locking right block pin hole.
3. Drill the left trigger pin hole.
4. Drill the right trigger pin hole.
5. Drill the trigger left housing pin hole.
6. Drill the right trigger housing pin hole.
7. Cut the left rail slots in the rear to allow slide installation.
8. Cut the right rail slots in the rear to allow slide installation.
9. Machine the side walls that block slide installation.
10. Machine the cross wall that blocks barrel and recoil spring installation.

Thus, it is clear that the PF940C blank lower does not provide housing for the "hammer, bolt or breechblock, and firing mechanism" as required by law. Moreover, like the 1911 submission that was deemed not a "firearm" by the FTB, the PF940C is missing critical operations necessary to complete the product. In this regard, the operations performed on the exemplar casting are akin to the 1911 submission deemed not a "firearm" by the FTB. As such, it is our belief that the exemplar casting does not constitute a "receiver" or a "firearm." But, again, we request your clarification on this point: 1) Is it the opinion of the Bureau of Alcohol, Tobacco, Firearms, and Explosives that the enclosed PF940C blank is a firearm or firearm frame or receiver.

Thank you for taking the time to address this issue. We look forward to hearing from you. Please let us know if you have any further questions or concerns. **When complete, please return the**

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 5

submitted parts to 42690 Rio Nedo, Suite F, Temecula, CA 92590 via Fed-Ex using account number: 321690653.

Sincerely,

DAVIS & ASSOCIATES

s/ *Jason Davis*

JASON DAVIS.

EXHIBIT G

COOPERATION AGREEMENT

INTRODUCTION

1. Polymer80, Inc., 134 Lakes Boulevard, Dayton, Nevada (“Polymer80”), by its undersigned officer and through its attorneys, Greenspoon Marder LLP, and the United States Attorney’s Office for the Central District of California (the “USAO”), hereby enter into this Cooperation Agreement (the “Agreement”). The Agreement shall be in effect for a period of three years from the date it is fully executed (the “term” of the Agreement).

2. This Agreement is limited to the USAO and does not bind any other federal, state, or local prosecution, administrative, or regulatory authorities.

BACKGROUND OF INVESTIGATION OF POLYMER80 FIREARMS KITS

3. Polymer80 is a Federal Firearms Licensee (“FFL”) incorporated in Nevada. According to documents filed with the California Secretary of State, Polymer80 describes its business as “Wholesale-Retail Distribution.” Polymer80’s website states that “Polymer80, Inc. designs and develops innovative firearms and after-market accessories.” Historically, Polymer80 has sold serialized firearms, as well as firearms parts, components, and accessories, including as standalone products as well as parts kits.

4. At some time prior to March 2019, Polymer80 began marketing, manufacturing, and selling what it called “Buy, Build, Shoot” firearms kits. Polymer80 marketed the “Buy, Build, Shoot” kits as including “all the necessary components to build a complete PF940c or PF940v2 pistol.” Polymer80 sold these “Buy, Build, Shoot” kits throughout the United States without background checks, without serial numbers, and without keeping manufacturing and disposition logs.

5. Around April 2020, a criminal investigation was initiated in the Central District of California regarding Polymer80’s manufacture and sale of “Buy, Build, Shoot” kits without background checks, serial numbers, and other requirements under federal firearms and export control laws. On December 10, 2020, a federal search warrant was executed at Polymer80’s business premises in Nevada.¹ Polymer80 has represented to the USAO that, following execution of the federal search warrant, Polymer80 discontinued sales of “Buy, Build Shoot” kits.

PURPOSE OF AGREEMENT

6. This Agreement is intended to resolve the USAO’s criminal investigation of Polymer80 related to “Buy, Build, Shoot” kits. This Agreement does not resolve, nor is it related to or dispositive of, any other current or future criminal investigation, civil litigation, or administrative or regulatory action, including taxes or regulatory fines, pertaining to Polymer80. This Agreement is not intended to be used in any other matter, including any civil, criminal, regulatory, or administrative action, nor its terms intended to constitute admissions by or against any party in any other such matter.

¹ The search warrant executed on Polymer80’s premises, and affidavit in support thereof, are incorporated herein and attached as Appendix A.

AGREEMENT REGARDING FIREARMS KITS

7. By this Agreement, Polymer80 agrees that its “Buy, Build, Shoot” kits, as well as any kits that include similar combinations of parts from which a completed firearm can be assembled (hereinafter “firearms kits”), are to be classified as and considered “firearms” and “handguns” as those terms are defined under federal law and regulations.² Accordingly, Polymer80 agrees that the laws and regulations governing the manufacture, transfer, or sale of firearms apply to the manufacture, transfer, or sale of such firearms kits, including, but not limited to, requirements that: (a) any firearms kits be sold through Federal Firearms Licensees (“FFLs”), and not directly to customers online or through non-FFL distributors; (b) the sale or transfer of any firearms kits be subject to background checks; (c) any firearms kits and parts be marked with manufacturer marks and serial numbers; (d) any manufacture, sale, or transfer of firearms kits be recorded in manufacturing and disposition logs; and (e) the manufacture, transfer, or sale of firearms kits otherwise be in accordance with federal, state, and local firearms laws and regulations.

RECORDS OF FIREARMS KIT SALES

8. Polymer80 agrees to keep records of the manufacture, transfer, or sale of firearms kits in accordance with the laws and regulations governing FFLs and any other applicable federal, state, or local laws or regulations. Polymer80 further agrees to timely provide the records of such sales to the USAO or its designated partner agencies,³ upon request, including sales records for “Buy, Build, Shoot” kits or other similar firearms kits. Polymer80 agrees to timely comply with any request for records from the USAO or its designated partner agencies regarding past or future sales of “Buy, Build, Shoot” or other firearms kits, including customer lists, as well as to fully cooperate and use its best efforts to assist the USAO and its designated partner agencies in investigations involving firearms assembled from Polymer80 parts and firearms kits.

INSPECTIONS AND COMPLIANCE

9. In addition to any regulatory inspections permitted by law, Polymer80 agrees, for the term of this Agreement, to permit at-will inspections by the USAO or its designated partner agencies, to ensure compliance with this Agreement and with applicable federal, state, and local laws and regulations. Such inspections shall include Polymer80’s physical premises as well as Polymer80’s paper and electronic records.

² 18 U.S.C. § 921(a)(3) defines a “firearm” as “(A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device.”

18 U.S.C. § 921(a)(30) defines a “handgun” as “(A) a firearm which has a short stock and is designed to be held and fired by the use of a single hand; and (B) any combination of parts from which a firearm described in subparagraph (A) can be assembled.”

³ During the term of the Agreement, the USAO may, in its sole discretion, designate other agencies to assist the USAO in ensuring compliance with this Agreement (the “designated partner agencies”). The USAO will provide written notice to Polymer80 of any designated partner agencies who will assist the USAO in ensuring compliance with, and enforcing the terms of, this Agreement.

10. During the term of this Agreement, Polymer80 agrees to truthfully and honestly disclose information to the USAO and its designated partner agencies regarding its activities, including prompt notification of any evidence or allegation of conduct in violation of this Agreement or any federal, state, or local firearms laws or regulations.

NON-PROSECUTION

11. If the USAO determines, in its sole discretion, that Polymer80 is in full compliance with its material obligations under this Agreement, has not committed any additional knowing or deliberate violation of federal, state, or local laws or regulations, and has not provided any deliberately false, incomplete, or misleading information to the USAO or its designated partner agencies during the term of this Agreement, the USAO will not prosecute Polymer80 for any violations of federal criminal laws related to Polymer80's manufacture and sale of "Buy, Build, Shoot" firearms kits under investigation by the USAO as of the effective date of this Agreement.

TOLLING OF STATUTE OF LIMITATIONS

12. Polymer80 agrees to toll all applicable statutes of limitations for alleged criminal violations occurring within the Central District of California arising under various federal firearms and export control statutes, including: 18 U.S.C. §§ 922(a)(2) (Shipment or Transport of a Firearm by an FFL to a Non-FFL in Interstate or Foreign Commerce); 922(b)(2) (Sale or Delivery of a Firearm by an FFL in Violation of State Law or Ordinance); 922(b)(3) (Sale or Delivery of a Firearm by an FFL to Person Not Residing in the FFL's State); 922(b)(5) (Sale or Delivery of a Firearm by an FFL Without Notating Required Information in Records); 922(d) (Sale or Disposition of a Firearm to a Prohibited Person); 922(e) (Delivery of a Package Containing a Firearm to a Common Carrier Without Written Notice); 922(g) (Possession of a Firearm by a Prohibited Person); 922(m) (False Records by an FFL); 922(t) (Knowing Transfer of Firearm without a Background Check); 922(z) (Sale, Delivery, or Transfer of a Handgun by an FFL Without a Secure Gun Storage or Safety Device); 371 (Conspiracy); and 22 U.S.C. §§ 2278(b)(2) and (c) and 50 U.S.C. § 4819 (Violations of the Arms Export Control Act and Export Control Regulations), during the time period that this Agreement is in effect. The Tolling Agreement is incorporated herein and attached as Appendix B.

SUCCESSOR LIABILITY

13. This Agreement shall apply to and be binding upon Polymer80, its subsidiaries, and its successors and assigns, including any subsidiary or successor corporations, entities, or individuals. This includes any mergers, acquisitions, sales, or any other changes in ownership, any name changes, and any operations under Polymer80's current or any other future Federal Firearms License. Polymer80 shall disclose the terms and conditions of the Agreement to all employees, consultants, or independent contractors who are assigned or engaged to assist Polymer80 in complying with its obligations and duties hereunder, as well as to any potential acquirers, new owners or managers, or business partners whose operations may in any way be governed by or related to this Agreement.

PUBLIC DISSEMINATION OF AGREEMENT

14. This Agreement is intended to be a public document. The parties agree that it may be disclosed to the media or the public.


NO ADDITIONAL AGREEMENTS

15. Except as expressly set forth herein, there are no additional promises, understandings, or agreements between the USAO on the one hand, and Polymer80 on the other, concerning any other criminal prosecution or investigation, civil litigation, or administrative proceeding relating to any federal, state, or local matters that may now be pending or hereafter be brought against Polymer80. Nor may any additional agreement, understanding, or condition relating to this Agreement be entered into unless in writing and signed by all parties.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA


E. MARTIN ESTRADA
United States Attorney



JOSHUA O. MAUSNER
Assistant United States Attorney
Deputy Chief, General Crimes Section

10/21/2022
Date

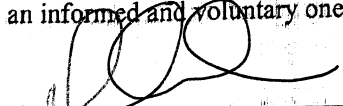
I have read this Agreement, and carefully reviewed every part of it with the attorneys for Polymer80. I understand it, and I voluntarily agree to it on behalf of Polymer80. As the representative of Polymer80, I represent that I have authority to act for and on behalf of the corporation. Further, I have consulted with the corporation's attorneys and fully understand the corporation's rights that may apply to this matter. No other promises or inducements have been made to the corporation, other than those set forth in this Agreement. In addition, no one has threatened or forced me or any member of the corporation in any way to enter into this Agreement. Finally, I am satisfied with the representation of the corporation's attorneys in this matter.



LORAN KELLEY JR.
Chief Executive Officer
Polymer80, Inc.

10/19/2022
Date

We are the attorneys for Polymer80. We have carefully reviewed every part of this Agreement with Loran Kelley Jr, Chief Executive Officer of Polymer80, who to my knowledge has authority to act on behalf of the corporation. To my knowledge, the corporation's decision to enter into this Agreement is an informed and voluntary one.



MICHAEL PATRICK
ADRIANA COLLADO-HUDAK
Greenspoon Marder LLP
Attorneys for Polymer80, Inc.

10/20/2022
Date

APPENDIX A

UNITED STATES DISTRICT COURT

FILED

for the District of Nevada

DEC - 9 2020

U.S. MAGISTRATE JUDGE DISTRICT OF NEVADA

BY _____ DEPUTY

In the Matter of the Search of (Briefly describe the property to be searched or identify the person by name and address)

Case No. 3:20-mj-123-WGC

The business and Federal Firearms Licensee ("FFL") known as POLYMER80, Inc. ("POLYMER80"), which is located at 134 Lakes Blvd, Dayton, NV 89403

APPLICATION FOR A SEARCH WARRANT

I, a federal law enforcement officer or an attorney for the government, request a search warrant and state under penalty of perjury that I have reason to believe that on the following person or property (identify the person or describe the property to be searched and give its location):

The business and Federal Firearms Licensee ("FFL") known as POLYMER80, Inc. ("POLYMER80"), which is located at 134 Lakes Blvd, Dayton, as further described in Attachment A, attached hereto and incorporated herein by reference.

located in the _____ District of Nevada, there is now concealed (identify the person or describe the property to be seized):

See Attachment B, attached hereto and incorporated herein by reference.

The basis for the search under Fed. R. Crim. P. 41(c) is (check one or more):

- [x] evidence of a crime;
[x] contraband, fruits of crime, or other items illegally possessed;
[x] property designed for use, intended for use, or used in committing a crime;
[] a person to be arrested or a person who is unlawfully restrained.

The search is related to a violation of:

Table with 2 columns: Code Section, Offense Description. Row 1: 18 USC § 922(a)(2) and other offenses listed in Attachment B; Shipment or Transport of a Firearm by a Federal Firearms Licensee ("FFL") to a Non-FFL in Interstate or Foreign Commerce and other offenses listed in Attachment B

The application is based on these facts:

See Affidavit of ATF Special Agent Tolliver Hart, attached hereto and incorporated by reference.

- [x] Continued on the attached sheet.
[] Delayed notice of _____ days (give exact ending date if more than 30 days: _____) is requested under 18 U.S.C. § 3103a, the basis of which is set forth on the attached sheet.

[Handwritten signature]

Applicant's signature

Tolliver Hart, ATF Special Agent

Printed name and title

Subscribed and sworn to before me by reliable electronic means on:

Date: December 20 2020

[Handwritten signature]

Judge's signature

City and state: Reno, Nevada

WILLIAM G. COBB, U.S. Magistrate Judge

Printed name and title

AFFIDAVIT

I, Tolliver Hart, being duly sworn, declare and state as follows:

I. PURPOSE OF AFFIDAVIT

1. I make this affidavit in support of an application for a warrant to search a business at 134 Lakes Blvd, Dayton, NV 89403 (the "SUBJECT PREMISES") as described more fully in Attachment A.

2. The requested search warrant seeks authorization to seize evidence, fruits, or instrumentalities of violations of 18 U.S.C. §§ 922(a)(2) (Shipment or Transport of a Firearm by a Federal Firearms Licensee ("FFL") to a Non-FFL in Interstate or Foreign Commerce); 922(b)(2) (Sale or Delivery of a Firearm by an FFL in Violation of State Law or Ordinance); 922(b)(3) (Sale or Delivery of a Firearm by an FFL to Person Not Residing in the FFL's State); 922(b)(5) (Sale or Delivery of a Firearm by an FFL Without Notating Required Information in Records); 922(d) (Sale or Disposition of a Firearm to a Prohibited Person); 922(e) (Delivery of a Package Containing a Firearm to a Common Carrier Without Written Notice); 922(g) (Possession of a Firearm by a Prohibited Person); 922(m) (False Records by an FFL); 922(t) (Knowing Transfer of Firearm without a Background Check); 922(z) (Sale, Delivery, or Transfer of a Handgun by an FFL Without a Secure Gun Storage or Safety Device); 371 (Conspiracy); and 22 U.S.C. §§ 2278(b)(2) and (c) and 50 U.S.C. § 4819 (Violations of the Arms Export Control Act and Export Control Regulations) (collectively, the "Subject Offenses").

3. The facts set forth in this affidavit are based upon my personal observations, my training and experience, and information obtained from other agents and witnesses. This affidavit is intended to show merely that there is sufficient probable cause for the requested warrant and does not purport to set forth all of my knowledge of or investigation into this matter. Unless specifically indicated otherwise, all conversations and statements described in this affidavit are related in substance and in part only.

II. BACKGROUND OF AFFIANT

4. I am a Special Agent ("SA") with the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF"), and have been since February 2010. I am currently assigned to the Glendale Field Office, in Glendale, California. I am responsible for investigating and enforcing violations of Federal law, including violations of Federal firearms laws. In my career, I have assisted with over a 100 federal and local criminal investigations, to include investigations of firearms trafficking, narcotics trafficking, cigarette trafficking, armed robbery, burglary, child exploitation, and unlawful firearm possession, many of which involved individuals who utilized the internet and digital devices to further their illegal conduct.

5. I graduated from the Criminal Investigator Training Program and the ATF Special Agent Basic Training Program, both are located at the Federal Law Enforcement Training Center in Glynco, Georgia. I am also an attorney, admitted to practice law in New York State. I received my Juris Doctor from Brooklyn

Law School in Brooklyn, New York. I received my Bachelor of Arts degree in Psychology and Criminal Justice from the George Washington University in Washington, D.C.

III. SUMMARY OF INVESTIGATION

6. The focus of this investigation is on the suspected unlawful manufacturing and distribution of firearms, including failure to properly mark or pay taxes on manufactured firearms, shipping firearms to residents of other states, and failure to properly conduct background investigations related to firearms sales, by Polymer80, Inc. ("POLYMER80"), a Nevada corporation and Federal Firearms Licensee ("FFL") owned and operated by David BORGES and Loran KELLEY. POLYMER80's headquarters is located at the SUBJECT PREMISES. Its products, including firearm components and other merchandise, are shipped from the SUBJECT PREMISES to customers.

7. In around February 2020, I learned that, in addition to components and other merchandise, POLYMER80 offers a product for sale called a "Buy Build Shoot Kit." POLYMER80 advertises to its customers that this kit "contains all the necessary components" to build a complete firearm, including "the 80% frame kit, complete slide assembly, complete frame parts kit, 10 round magazine and a pistol case."

8. ATF agents purchased a number of "Buy Build Shoot Kits" from the POLYMER80 website, which were then shipped by POLYMER80 from the SUBJECT PREMISES to California. Utilizing the components provided in the kit, an ATF Senior Special Agent assembled the kit into a fully functional firearm in

approximately three hours. Utilizing the components provided in another kit, a confidential informant working with the ATF (the "CI") assembled a fully functional firearm in approximately 21 minutes. The ATF Senior Special Agent, who is an ATF certified firearms expert, determined that the "Buy Build Shoot Kit" as designed, manufactured, and distributed by POLYMER80, is a "firearm" as defined under federal law, as a weapon "which will or is designed or may readily be converted to expel a projectile by the action of an explosive," as well as a "handgun," defined as "a firearm which has a short stock and is designed to be held and fired by the use of a single hand" and "any combination of parts from which a firearm . . . can be assembled."

9. Despite POLYMER80's sales of items meeting the federal definition of a firearm, POLYMER80 appears not to abide by the rules and regulations governing the sale and disposition of firearms, including laws and regulations pertaining to FFLs. For example, it appears that POLYMER80 does not conduct investigation or required background checks on individuals purchasing firearms from the POLYMER80 website, ships firearms to individuals outside of its home state of Nevada, does not provide notice to common carriers that firearms are being shipped through their facilities, and does not keep proper records required of FFLs. Lastly, based on records obtained from third parties as part of this investigation, it appears that POLYMER80 shipped items to individuals determined to be felons and otherwise prohibited from purchasing or possessing

firearms or ammunition, as well as individuals located in foreign countries.

IV. BACKGROUND ON FIREARMS AND FEDERAL FIREARMS LAWS

A. Definitions of "Firearm" and "Handgun"

10. A "firearm" is defined in 18 U.S.C. § 921(a)(3)(A) as "any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive." This definition includes "the frame or receiver of any such weapon."

11. A "handgun" is defined in 18 U.S.C. § 921(a)(29) as "(A) a firearm which has a short stock and is designed to be held and fired by the use of a single hand; and (B) any combination of parts from which a firearm described in subparagraph (A) can be assembled."

12. Unfinished frames are parts for a pistol that have not yet reached a point in the manufacturing process to be considered frames. The distinction between a finished and unfinished frame is that a finished frame is capable of receiving the components necessary to assemble it into an operable firearm. In addition, a completed pistol frame will often have rails to allow the attachment of the slide, which contains additional components such as the barrel, recoil spring assembly, and firing pin. Pistol slides are not regulated by ATF, and may be sold, purchased, or transported in interstate commerce fully assembled.

B. Background on Federal Laws and Regulations Governing FFLs and Firearm Sales

13. Federal law requires individuals and businesses to obtain a license in order to manufacture or sell firearms. 18 U.S.C. § 922(a)(1)(A) provides that it shall be unlawful for any person "except a licensed importer, licensed manufacturer, or licensed dealer, to engage in the business of importing, manufacturing, or dealing in firearms, or in the course of such business to ship, transport, or receive any firearm in interstate or foreign commerce"

14. 18 U.S.C. § 921(a)(10) defines "manufacturer" to mean "any person engaged in the business of manufacturing firearms or ammunition for purposes of sale or distribution"

15. 18 U.S.C. § 921(a)(11) defines "dealer" to mean "(A) any person engaged in the business of selling firearms at wholesale or retail, (B) any person engaged in the business of repairing firearms or of making or fitting special barrels, stocks, or trigger mechanisms to firearms"

16. In addition to being authorized to manufacture firearms, a licensed manufacturer can also deal in firearms without the need for a separate firearms dealers license. In addition to regulations requiring licensed manufacturers to mark firearms with their unique manufacturing marks and serial numbers, licensed manufacturers dealing in firearms are also required to obtain a certified ATF Form 4473 from non-licensee purchasers, conduct background checks, and are prohibited from shipping firearms across state borders to non-licensed individuals.

17. 18 U.S.C. § 922(t) sets forth the requirement that, prior to transferring a firearm to a non-licensee, "the licensee contacts the national instant criminal background check system established under section 103 of that Act" In addition, the transferor is required to verify "the identity of the transferee by examining a valid identification document (as defined in section 1028(d) of this title) of the transferee containing a photograph of the transferee."

18. 18 U.S.C. § 922(a)(2) states that is unlawful "for any importer, manufacturer, dealer, or collector licensed under the provisions of this chapter to ship or transport in interstate or foreign commerce any firearm to any person other than a licensed importer, licensed manufacturer, licensed dealer, or licensed collector . . ." except for certain situations (e.g., returning or replacing firearms, or firearms shipped to certain government officials).

19. 18 U.S.C. § 922(b)(3) provides that it is unlawful for a licensee to sell or deliver "any firearm to any person who the licensee knows or has reasonable cause to believe does not reside in (or if the person is a corporation or other business entity, does not maintain a place of business in) the State in which the licensee's place of business is located"

20. 18 U.S.C. §922(e) states that "It shall be unlawful for any person knowingly to deliver or cause to be delivered to any common or contract carrier for transportation or shipment in interstate or foreign commerce, to persons other than licensed importers, licensed manufacturers, licensed dealers, or licensed

collectors, any package or other container in which there is any firearm or ammunition without written notice to the carrier that such firearm or ammunition is being transported or shipped"

21. The United States Postal Service maintains a document entitled Publication 52 - Hazardous, Restricted, and Perishable Mail. According to section 432.24 of this document, a licensee "must file with the Postmaster a statement on PS Form 1508, Statement by Shipper of Firearms, signed by the mailer that he or she is a licensed manufacturer, dealer, or importer of firearms." Also, the mailer must "state that the parcels containing handguns, or parts and components of handguns under 432.2d, are being mailed in customary trade shipments or contain such articles for repairing or replacing parts, and that to the best of their knowledge the addressees are licensed manufacturers, dealers, or importers of firearms."

22. According to 18 U.S.C. § 922(z), "it shall be unlawful for any licensed importer, licensed manufacturer, or licensed dealer to sell, deliver, or transfer any handgun to any person other than any person licensed under this chapter, unless the transferee is provided with a secure gun storage or safety device (as defined in section 921(a)(34)) for that handgun."

23. 18 U.S.C. § 922(m) provides that "It shall be unlawful for any licensed importer, licensed manufacturer, licensed dealer, or licensed collector knowingly to make any false entry in, to fail to make appropriate entry in, or to fail to properly maintain, any record which he is required to keep pursuant to

section 923 of this chapter or regulations promulgated thereunder."

24. 27 CFR § 478.124 further clarifies this record keeping requirement, stating that a "licensed importer, licensed manufacturer, or licensed dealer shall not sell or otherwise dispose, temporarily or permanently, of any firearm to any person, other than another licensee, unless the licensee records the transaction on a firearms transaction record, Form 4473." The rule also states that "After the transferee has executed the Form 4473, the licensee . . . Shall verify the identity of the transferee by examining the identification document (as defined in § 478.11) presented, and shall note on the Form 4473 the type of identification used"

25. Finally, 18 U.S.C. § 922(b)(2) provides that "It shall be unlawful for any licensed importer, licensed manufacturer, licensed dealer, or licensed collector to sell or deliver . . . any firearm to any person in any State where the purchase or possession by such person of such firearm would be in violation of any State law or any published ordinance applicable at the place of sale, delivery or other disposition, unless the licensee knows or has reasonable cause to believe that the purchase or possession would not be in violation of such State law or such published ordinance"

V. BACKGROUND ON GLOCK-TYPE PISTOLS AND PRIVATELY MADE FIREARMS OR "GHOST GUNS"

26. Glock Ges.m.b.H., trademarked as "Glock," is a firearm manufacturer headquartered in Austria. Glock also has a subsidiary company, Glock, Inc., located in Smyrna, Georgia. Glock primarily manufactures polymer-framed pistols of varying calibers. Each model is identified by a "G" along with corresponding model number (e.g., G17, G18, G19, G48). Glocks are popular among United States citizens and various law enforcement agencies (ATF issues its Special Agents Glock pistols).

27. As discussed below, POLYMER80 manufactures frame blanks based on the Glock design. According to POLYMER80's website, in response to the question "What generation Glock products are the PF940v2™ & PF940C™ compatible with?" POLYMER80 answered: "The PF940v2™ is compatible with components for Gen 3 3-pin: 9mm G17, 34, 17L; .40S&W G22, 35, 24; and .357Sig G31. The PF940C™ is compatible with components for Gen3 30-ping [sic] 9mm G19 & .40 S&W G23."

Glock:



POLYMER80:



28. Based on my review of ATF records and my conversations with ATF agents and other law enforcement officers, I learned the following:

a. Instead of "unfinished receiver," ATF uses the term "receiver blanks" or "frame blanks" to describe objects, similar in appearance to pistol frames, that have not yet reached a point in the manufacturing process to be classified as "firearms" as defined by 18 U.S.C. § 921(a)(3). ATF uses the term "privately made firearms" or "PMFs" to describe firearms that do not bear a licensed manufacturer's mark or serial number; however, colloquially, these are referred to as "ghost guns."

b. According to estimates based on data from ATF's National Tracing Center, approximately 10,000 PMFs or "ghost guns" were recovered by law enforcement in 2019. Approximately 2,700 were recovered in California, including from crime scenes as well as law enforcement seizures from convicted felons, members of violent streets gangs such as Mara Salvatrucha ("MS-13") and others, and individuals who were otherwise prohibited from possessing firearms. I reviewed records of these recoveries and saw that POLYMER80 completed pistols were used in hundreds of crimes throughout the United States. In 2019 and 2020, these crimes have included unlawful firearm possession, firearm trafficking, domestic violence, aggravated assault, kidnapping, carjacking, robbery, and homicide. For example, in 2019, approximately fifteen POLYMER80 handguns were recovered in California homicide investigations, and eight were recovered in

California robbery investigations. One of these homicides included a 2019 home invasion robbery and murder of three individuals in Glendale, California.

c. On September 12, 2020, two Los Angeles County Sheriff's Department deputies were shot while sitting in their patrol vehicle in Compton, CA. The firearm used in the attack was identified as a POLYMER80, model PF940c, handgun.

d. More recently, on November 13, 2020, a 29-year old man was shot and killed in front of his home by purported members of the Gardena 13 street gang in Gardena, California. Two of the weapons recovered near the scene of the murder were POLYMER80, model PF940c, handguns. Three members of Gardena 13 have since been charged with violent crime in aid of racketeering related to this murder.

e. In addition, ATF created and maintains the National Integrated Ballistic Information Network ("NIBIN"), a database containing ballistic images from firearms and cartridge casing evidence seized by law enforcement, including those recovered at crime scenes. According to NIBIN records, in 2019, approximately 1,475 PMFs recovered in the United States were entered into the database; approximately 1,278 (over 86%) were made from POLYMER80 frames.

f. Also, the number of POLYMER80 handguns recovered by law enforcement appears to be underreported. Based on my understanding, many POLYMER80 pistols are misidentified and cataloged as Glock pistols. This is often the situation when a Glock manufactured and serialized slide is placed on a POLYMER80

frame. For example, in a 2020 homicide investigation in West Virginia, local law enforcement informed the National Tracing Center that a Glock pistol was recovered. An ATF agent later determined that the murder weapon was actually a POLYMER80 model PF940v2 firearm, whose slide had been replaced with a genuine, serialized Glock Model 17 slide.

VI. STATEMENT OF PROBABLE CAUSE

29. Based on my training and experience, my own investigation in this case, and my discussions with the UCs in this case and other law enforcement agents, I know the following:

A. Background on POLYMER80, Inc.

30. POLYMER80 is a corporation incorporated in Nevada, formed in December 2014. The current address for POLYMER80 is the SUBJECT PREMISES. According to the most recent corporate filings, the Chief Executive Officer for POLYMER80 is Loran KELLEY. The Secretary, Chief Financial Officer, and registered agent is David BORGES. According to documents filed with the California Secretary of State, POLYMER80 describes its business as "WHOLESALE-RETAIL DISTRIBUTION."

31. In addition, POLYMER80 is also a Federal Firearms Licensee ("FFL"), Type 07 License, Number: 9-88-019-07-2J-04702. A Type 07 license allows POLYMER80 to be both a manufacturer and dealer of firearms. Type 07 license holders typically receive additional instruction concerning the Gun Control Act, laws and

regulations concerning manufacturing and sales of firearms, and record keeping requirements.

32. POLYMER80 received its FFL on or about August 24, 2016. POLYMER80 listed its business name as "P80 TACTICAL P80." The premises address for the FFL is the SUBJECT PREMISES. The mailing address provided for the FFL is an address in San Antonio, TX. BORGES and KELLEY each have the title "CO-OWNER," and are listed as the responsible persons for the FFL.

B. POLYMER80's Initial FFL Report

33. In 2016, prior to obtaining an FFL, an ATF Industry Operations Investigator ("IOI") created a Firearms Qualification Report documenting preapproval contacts with POLYMER80. In the report, the IOI wrote that POLYMER80 is a "manufacturer and distributor of unfinished 80% receivers." At the time, as reported to the ATF, POLYMER80 made three types of unfinished receivers, specifically an AR-10 type blank, an AR-15 type blank, and a Glock pistol type blank.¹ POLYMER80 often refers to these products as "80%" receivers or frames in its promotional materials on their website. In addition to 80% unfinished receivers, POLYMER80 also sells various firearm parts and accessories on its website.

34. According to the initial qualification report by the IOI, POLYMER80 obtained an FFL in order to "manufacture and sell complete firearms and receivers in the near future." Also in

¹ Based on my review of the website POLYMER80.COM, it appears that POLYMER80 now sells additional types of unfinished receivers and frames.

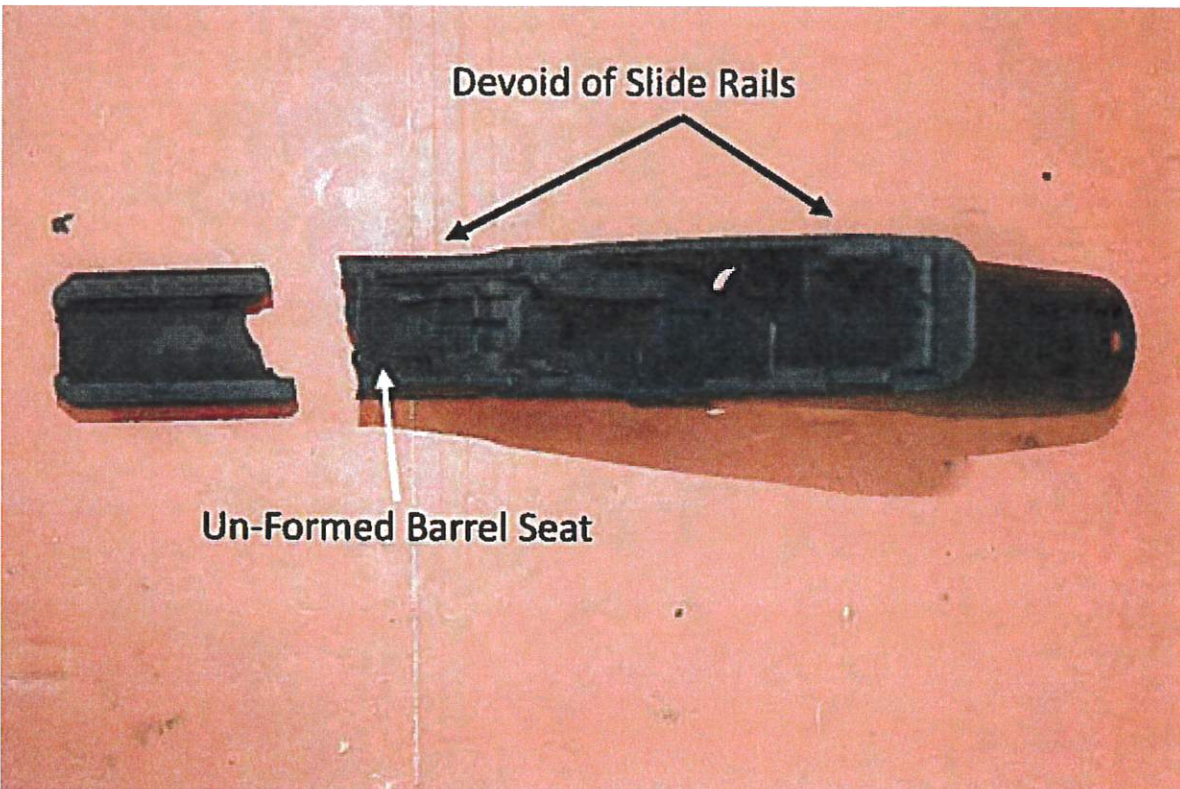
the report, POLYMER80 noted that they currently sold 3,000 unfinished receivers and frames, but anticipated selling up to 6,000 or more firearms per year.

35. The report also documents the IOI's discussions with KELLEY regarding federal firearm laws, regulations, and recordkeeping requirements. The IOI provided KELLEY with a copy of the Federal Firearms Regulations Reference Guide (ATF P 5300.4), the Federal Firearms Licensee Quick Reference and Best Practices Guide (ATF P 5300.15). The Federal Firearms Regulations Reference Guide includes the definition of a firearm as described in 18 U.S.C. § 921(a)(3).

C. ATF Determination on POLYMER80 Glock-Type Frame Blanks

36. Based on the following, I believe POLYMER80 is aware that the compilation of components in its "Buy, Build, Shoot" kits meets the federal definition of a firearm:

37. On or about October 6, 2016, POLYMER80 submitted for analysis two PF940C Glock-type unfinished frames, through its counsel, the Law Offices of Davis & Associates, located in Temecula, CA, to ATF's Firearms Technology Industry and Services Branch ("FTISB"). FTISB evaluated the unfinished frames to determine if they were defined as firearms and regulated under the Gun Control Act. Photographs of the two submitted PF940C unfinished frames are as follows:



38. The item, as it was submitted by POLYMER80, included only the unfinished frame. The item submitted, and which ATF provided an opinion on, did not include the slide, springs, ammunition magazine, and various other parts that are included in POLYMER80's Buy Build Shoot Kit, that POLYMER80 advertises as "all the necessary components" to build a completed firearm.

39. On or about January 18, 2017, FTISB sent a determination letter to POLYMER80's counsel. FTISB notified POLYMER80 that the PF940C unfinished frame, as it was constituted and submitted by POLYMER80, was not "sufficiently complete to be classified as the frame or receiver of a firearm and thus not a 'firearm' as defined in the GCA." The January 18, 2017 determination letter is attached hereto as Exhibit 1. FTISB also stated in the determination letter that:

Correspondence from our Branch is dependent upon the particular facts, designs, characteristics or scenarios presented. Please be aware that although other cases (submissions to our Branch) may appear to present identical issues, this correspondence pertains to a particular issue or item. We caution applying this guidance in this correspondence to other cases, because complex legal or technical issues may exist that differentiate this scenario or finding from others that only appear to be the same.

Please be aware, this determination is relevant to the item as submitted. If the design, dimensions, configuration, method of operation, processes or utilized materials [sic], this classification would be subject to review and would require submission to FTISB of a complete functioning exemplar.

40. Additionally, a year prior to this determination, POLYMER80, through its counsel, submitted a determination request for a different Glock-type unfinished pistol frame, the

"GC9 Blank." Again, POLYMER80 submitted only the unfinished frame and not the other parts that comprise the Buy Build Shoot Kit, and that POLYMER80 advertises as "all the necessary components" to build a completed firearm. In its determination, dated November 2, 2015, FTISB had similar findings to the later determination. The November 2, 2015 determination letter is attached hereto as Exhibit 2. FTISB stated that this Glock-Type pistol frame blank was not "sufficiently complete to be classified as the frame or receiver of a firearm; and thus, is not a 'firearm' as defined in the GCA." Similarly, FTISB wrote that the determination was relevant only to the item as submitted, and that if the design or configuration of the item was changed, the opinion expressed in the letter would not apply and a new analysis and determination would be needed. Both determination letters included the relevant portion of 18 U.S.C. § 921(a)(3), specifically that the statute "defines the term 'firearm' to include any weapon (including a starter gun) which will or is designed to or may be readily converted to expel a projectile by the action of an explosive . . . [and] . . . the frame or receiver of any such weapon"

41. POLYMER80 placed this November 2, 2015 letter on its website, under the "ATF Determination Letter" link at the bottom the main page. In addition, on the main page of its website the question "Is it legal?" is written. POLYMER80 answers the question by writing:

The Polymer80 G150™, RL556v3™ and PF-Series™ 80% Frames are well within the defined parameters of a "receiver blank"

defined by the ATF and therefore has not yet reached a stage of manufacture that meets the definition of firearm frame or receiver found in the Gun Control Act of 1968 (GCA). As always Polymer80 advises EVERYONE to check with their local state laws prior to making a purchase on our website, as they may differ from federally allowed regulations.

42. More recently, on or about December 11, 2017, POLYMER80, through its counsel, submitted a "PF940V2 Blank" for analysis and opinion by FTISB. This "V2" blank is a newer version of the frame that had previously been submitted for review by POLYMER80. Again, the item, as submitted by POLYMER80, included only the unfinished frame and did not include any of the other parts included in the Buy Build Shoot Kit that POLYMER80 advertises as including "all the necessary components" to build a completed firearm.

43. FTISB responded to POLYMER80's request for an opinion on its "PF940V2 Blank" in correspondence to POLYMER80's counsel dated February 20, 2018. The February 20, 2018 determination letter is attached hereto as Exhibit 3. After describing the features of the item submitted by POLYMER80, FTISB's February 20, 2018 letter stated: "It is clear from the above information provided in your correspondence that the submitted sample is only a component used in the assembly of an end-item. Research conducted by FTISB has disclosed that a Polymer 80 Model PF940V2 is being marketed at www.polymer80.com" FTISB then provided screenshots from POLYMER80's website, and identified the additional components that are advertised as being sold in combination with the PF940V2 Blank on POLYMER80's website. FTISB's letter continued: "Clearly the submitted

sample is simply a component of a larger product . . . Please note, the *frame* or *receiver* of a firearm is a *firearm* as defined in [the Gun Control Act], 18 U.S.C. § 921(a)(3)(B), and any combination of parts from which a *handgun*, as defined in 18 U.S.C. § 921(a)(29), can be assembled is also a *firearm* as defined in 18 U.S.C. § 921(a)(3)."

44. FTISB's determination letter also stated that "FTISB will not render a classification on a partial product submission. In order to receive an evaluation and classification of your product, please submit the complete Polymer 80 Model PF940V2 80% Standard Pistol Frame Kit being marketed by your client."

45. Based on information provided by FTISB, it is my understanding that, as of December 4, 2020, POLYMER80 had not resubmitted the complete PF940V2 pistol kit to FTISB. Further, as discussed in greater detail below, the Buy Build Shoot Kits currently being marketed and sold by POLYMER80 include even more components than the kits that were discussed in the February 2018 FTISB letter. Despite these communications from FTISB, notifying POLYMER80 that a combination of parts from which a handgun could be assembled would meet the federal definition of a firearm, as discussed in greater detail below, POLYMER80 began manufacturing and selling Buy Build Shoot Kits that, as advertised by POLYMER80, include "all the necessary components to build a complete PF940c or PF940v2 pistol," and that can be readily assembled into fully functional firearms in a matter of minutes.

D. POLYMER80 "Buy Build Shoot Kit"

46. On or about February 21, 2020, I utilized an undercover ("UC") computer to access POLYMER80's website, POLYMER80.COM. On the website, I viewed multiple products for sale, including a product section labelled "Buy Build Shoot Kits." Four different products were offered on this page, including the P80 Buy Build Shoot Kit PF940C and the P80 Buy Build Shoot Kit PF940v2, along with the same two products for sale including an ammunition magazine. According to POLYMER80.COM, for orders to California, the magazine was limited to 10 round magazines; otherwise the kits included a 15 or 17 round magazine. Each of the products were described on POLYMER80's website as containing "all the necessary components to build a complete PF940c or PF940v2 pistol." According to the page, the kit included an "80% frame kit, complete slide assembly, complete frame parts kit" as well as an ammunition magazine and a pistol case:



P80® Buy Build Shoot™ kit PF940C™ < > - 10 Round Magazine

Be the first to review this product

The Polymer80® BB5™ kit contains all the necessary components to build a complete PF940C™ or PF940v2™ pistol. Included with the kit is a PF940C™ or PF940v2™ 60% frame kit, complete slide assembly, complete frame parts kit, 10 round magazine and a pistol case.

Availability: In stock

\$590.00

Color

Flat Dark Earth

0 [Add to Cart](#)

Description [Additional](#) [Tags](#) [Reviews](#)

The Polymer80® Buy Build Shoot™ kit contains all the necessary components to build a complete PF940C™ or PF940v2™ pistol.

Kit Includes:

- PF-Series™ 60% Pistol Frame Kit
- 9mm Complete Slide Assembly
 - Stainless Steel Slide w/ Black Nitride Coating
 - Stainless Steel Barrel w/ Black Nitride Coating
 - P80® Slide Parts Kit
- P80® Pistol Parts Kit w/ Trigger
- 15 or 17 round Magazine (10 round mags are included for states with restrictions)
- Black Carrying Case

47. I have not determined when POLYMER80 began selling the “Buy Build Shoot Kits,” but I did see a post on the “Polymer80” Facebook account dated March 25, 2019 which stated:

Introducing P80's NEW BBS (Buy Build Shoot) Kits for 9mm Compact and Full Size Frames! Every single part in this picture has been designed and manufactured by Polymer80. The BBS Kit includes our 80% Frame Kit (#PF940C or #PF940v2) and a complete slide as well as a frame parts kit! No release date just yet as we get final components in, and figure out pricing.



48. Based on my review of POLYMER80's website, it appears that POLYMER80 also sells each of the components that constitute the Buy Build Shoot Kit as separate items. Therefore, a customer could buy the equivalent of the Buy Build Shoot Kit by purchasing the necessary parts in one transaction or as a series of individual transactions from POLYMER80.

E. Undercover Purchase and Assembly of POLYMER80 Buy Build Shoot Kit By ATF Senior Special Agent

49. On or about February 26, 2020, Senior Special Agent ("SSA") David Hamilton, acting in a UC capacity, accessed POLYMER80.COM through a UC computer. SSA Hamilton added one "P80® Buy Build Shoot™ kit PF940v2 - 10 Round Magazine" in black color and one "P80® Buy Build Shoot™ kit PF940C - 10 Round Magazine" in flat dark earth color to his POLYMER80 website shopping cart. SSA Hamilton selected two kits with ten round magazines to comply with California Penal Code ("CPC") § 32310 which, among other things, prohibited the importation and receipt of any large-capacity magazine (more than 10 rounds) by any person in the state.²

50. During the checkout process, SSA Hamilton provided an undercover name, address, telephone number, e-mail address, and credit card number. POLYMER80 did not request or require a date of birth, social security number, driver's license number, or other identifier necessary to verify the buyer's identity, and which I know, based on my training and experience, is required in order to conduct a National Instant Criminal Background Check System ("NICS") background check, to allow an FFL to legally sell or transfer a firearm.

51. However, SSA Hamilton was asked to check a box agreeing to the "Terms and Conditions," which included a series

² The Ninth Circuit has since invalidated California's ban on high-capacity magazines in Duncan v. Becerra, No. 19-55376 (9th Cir. Apr. 14, 2020).

of statements similar to those on ATF Form 4473,³ used to determine a purchaser's eligibility to acquire a firearm:

- I am not under indictment or information in any court for a felony, or any other crime, for which the judge could imprison me for more than one year.
- I have never been convicted in any court of a felony, or any other crime, for which the judge could have imprisoned me for more than one year, even if I received a shorter sentence including probation.
- I am not prohibited by federal, state, or local laws from purchasing, acquiring, possessing, manufacturing, using or owning a firearm.
- I agree to comply all state, federal, and local laws relating to purchasing, acquiring, possessing, manufacturing, using or owning a firearm.
- I am not an unlawful user of, or addicted to, marijuana or any depressant stimulant, narcotic drug, or any other controlled substance.
- I am not a fugitive from justice.
- I have never been adjudicated mentally defective (which includes a determination by court, board, commission, or other lawful authority that I am a danger to myself or others or an incompetent to manage my own affairs
- Nor have I been involuntarily held for a mental health evaluation within the last 5 years.
- I have never been committed to a mental institution.
- I have never renounced my United States citizenship.
- I am not an alien illegally in the United States.
- I am not prohibited from possessing firearms under federal or state law.

³ Unlike with the ATF Form 4473, however, POLYMER80's website does not require an attestation, nor is the form signed and submitted by the buyer under penalty of perjury.

- I have not had any suicidal thoughts or suicidal ideations now or at any time prior to my presence here today.
- I will not use any of the training and instruction provided for any unlawful purpose.
- I have read and understand all legislation that pertains to ownership of 80% products, building a firearm at home, and firearm ownership in the State that I reside in.

52. After acknowledging by checking the box on POLYMER80.COM, SSA Hamilton placed the order for the two kits, costing a total of \$1300.96 (\$590.00 each, plus tax).⁴ POLYMER80 did not verify any specific identifying information provided by SSA Hamilton, which would have been required in order for POLYMER80 to have conducted a NICS background check.

53. On the same date, SSA Hamilton received an email titled "Transaction Receipt from POLYMER80 for \$1300.96 (USD)" from "noreply@mail.authorize.net." Merchant contact information was listed as: POLYMER80 INC, Dayton, NV 89403 US, support@polymer80.com.

54. On or about April 10, 2020, SSA Hamilton, again acting in an undercover capacity, sent an e-mail to "support@polymer80.com" requesting an update on when shipment of the order could be expected.

55. That same day, SSA Hamilton received an e-mail from "support@polymer80.com" stating, "I am going to see if I can't

⁴ POLYMER80 notes on its website that, in addition to payment by credit card, it accepts payment by money order, cashier's check, personal check, or company check. Based on my training and experience, some of these forms of payment could allow for the payer to pay either anonymously or by false or fictitious name.

get these out in the next few days, we have a very limited crew and are trying to get stuff handled. Watch your e-mail for tracking." The e-mail was signed "Al M, Director of Customer Support." Later that day, SSA Hamilton received an e-mail from "sales@polymer80.com." The e-mail indicated that the purchased items had shipped.

56. On or about April 20, 2020, SSA Hamilton and another ATF SA obtained the items from a UC location in Los Angeles County. SSA Hamilton then transported the items to the ATF Los Angeles Field Division in Glendale, California. The package shipping label showed the SUBJECT PREMISES as the return address: Polymer80 Fulfilment Team, Polymer80, Inc., 134 Lakes Blvd., Dayton NV 89403.

57. Later that day SSA Hamilton opened the package in my presence. The package contained a POLYMER80 invoice dated February 26, 2020, and two black plastic pistol cases with "P80®" over "POLYMER80" molded into the top covers.

58. One pistol case was labelled "POLYMER80 PF940C COMPACT BBS."⁵ Unlike the parts that POLYMER80 asked the ATF to render an opinion on, as I discussed above, this kit appeared to contain all components necessary to assemble a complete pistol, as well as two milling/drill bits to be used in the completion of the pistol. The slide was completely assembled, including installation of the barrel and captured recoil spring. The included magazine had a 15-round capacity, rather than the 10-

⁵ I understand "BBS" to be an abbreviation for "Buy Build Shoot."

round magazine that was ordered, in violation of California Law at the time. Neither the frame, nor any of the component parts, included a manufacturer's serial number.



59. The other pistol case was labelled "POLYMER80 PF940v2 STANDARD BBS." It appeared to contain all components necessary to assemble a complete pistol, as well as two milling/drill bits

to be used in the completion of the pistol. The slide was completely assembled, including installation of the barrel and captured recoil spring. The included magazine had round count holes indicating that it has a 17-round capacity, rather than the 10-round magazine that was ordered, also in violation of California law at the time.



60. On April 28, 2020, SSA Hamilton, who is also an ATF Firearms and Ammunition Interstate Nexus Expert, built a

complete handgun assembled from the components contained in the POLYMER80 model PF940C Buy Build Shoot Kit that he purchased in an undercover capacity. The build, which began at approximately 11:10 a.m., occurred at the ATF Los Angeles Field Division office in Glendale, California, and was recorded.

61. It took SSA Hamilton less than 19 minutes to mill the frame blank, including his inspection, narration, and transitions between his work areas. The tools SSA Hamilton used to complete this process included a power hand drill (with the two drill bits provided by POLYMER80), a Dremel rotary tool (with three different wheels/bits), a hobby knife, a utility knife, sand paper, and needle nose pliers.

62. During assembly, SSA Hamilton encountered issues beyond those normally expected for fitting new parts to a firearm. The PF940C instructions provided by POLYMER80 stated that "after the milling is completed, the build process seems to be where most people get into trouble, particularly during assembly and cleaning," and that some hand fitting may be required. At this time, SSA Hamilton determined the PF940C was not operable in its current condition, and stopped the attempted build, and the recording, at approximately 12:08 p.m.

63. Over the course of the next two hours, SSA Hamilton troubleshot the problem. He viewed the YouTube video "pf940c P80 g19 trigger reset issue" posted by user Thyertek. The presenter in the video stated that he contacted POLYMER80 regarding the inability of his trigger to reset. According to the video, POLYMER80 told him that this was an issue with its

rear rails, that there could be a burr on the metal insert where the trigger bar meets it, or the part was mis-stamped.

POLYMER80 advised the presenter that a quick fix was to file off the burr, and failing that, POLYMER80 could send a replacement part. According to the video, POLYMER80 also advised that the metal arm of the part might be bent too far inward, in which case its inner edge should be filed.

64. Based on this video, SSA Hamilton determined that the issue appeared to be a quality control matter for the kit he received, rather than a design flaw of the kits generally. SSA Hamilton followed the instructions in the video and modified the part. After re-installing all the components into the frame, SSA Hamilton resumed the building of the kit, and the recording, at approximately 2:29 p.m. SSA Hamilton then completed the firearm and successfully test-fired twice using 9mm caliber ammunition that had the projectile and propellant removed. SSA Hamilton ceased the assembly at approximately 2:34 p.m.

65. SSA Hamilton determined that the purchased POLYMER80 model PF940C Buy Build Shoot Kit is a "firearm" as that term is defined under 18 U.S.C. § 921(a)(3), as a weapon designed to, or that may readily be converted to, expel a projectile by the action of an explosive.⁶ In addition, SSA Hamilton determined that the purchased POLYMER80 model PF940C Buy Build Shoot Kit is also a "handgun" as that term is defined under 18 U.S.C. §

⁶ ATF Chief Counsel has also determined that the Buy Build Shoot kits are, as a matter of law, firearms pursuant to 18 U.S.C. § 921(a)(3).

921(a)(29) as a combination of parts from which a firearm having a short stock and designed to be held and fired by the use of a single hand can be assembled. The firearm is pictured as follows:



F. Undercover Purchase and Assembly of POLYMER80 Buy Build Shoot Kit by Confidential Informant

66. On or about March 3, 2020, a different ATF UC purchased two Buy Build Shoot Kits from POLYMER80's website. The UC used the same procedures as SSA Hamilton to purchase the kits, as described above. The UC purchased the same models and colors as SSA Hamilton, one "P80® Buy Build Shoot™ kit PF940v2 - 10 Round Magazine" in black color and one "P80® Buy Build Shoot™ kit PF940C - 10 Round Magazine" in flat dark earth color. The UC obtained the kits in Riverside County, California on or about June 16, 2020. The package shipping label showed the SUBJECT

PREMISES as the return address: Polymer80 Fulfilment Team, Polymer80, Inc., 134 Lakes Blvd., Dayton NV 89403. Each kit appeared to contain all components necessary to assemble a complete pistol. Unlike the kits received by SSA Hamilton, these two kits included the requested 10 round magazines. Neither the frame, nor any of the component parts, included a manufacturer's serial number.

67. On or about July 9, 2020, I presented an ATF Confidential Informant (the "CI"), who has experience as an automobile mechanic and who has previous experience with firearms, with the POLYMER80 model PF940v2 Buy Build Shoot Kits that was purchased by the UC. According to the CI, who is a convicted felon, the CI had never assembled a POLYMER80 pistol before. I directed the CI to attempt to assemble a complete handgun using only the components contained in the POLYMER80 Buy Build Shoot Kit. Prior to initiating the build, the CI viewed publically available YouTube videos to familiarize himself/herself with techniques to mill the frame module as well as to assemble the components.

68. The build process occurred at an ATF controlled location within Los Angeles County. SSA Hamilton and I watched the entire assembly, which we recorded. The CI used his/her own personally-owned tools to complete the build, including a C-clamp, power drill, nippers, Dremel tool, file, wire cutters, needle nose pliers, hammer, and punch tool. ATF agents did not provide any guidance on what tools or techniques to use to assemble the kit.

69. The CI began assembly at approximately 2:41 p.m., and was able to successfully complete the build of a functioning handgun by approximately 3:02 p.m. The total time to mill the frame module and assemble the components into a completed firearm was approximately 21 minutes.

70. SSA Hamilton inspected the firearm and saw that the CI did not install the trigger safety lever within the trigger shoe. The trigger safety lever is not critical to the functioning of the firearm, and is simply a safety feature. SSA Hamilton also saw the slide lock spring was installed in an incorrect orientation. Insufficient pressure to the slide lock can result in the slide coming off the handgun during dry-firing (pulling the trigger without a round of ammunition chambered), and is less secure when firing live ammunition. Because of the potentially unsafe condition, SSA Hamilton reinstalled the slide lock spring and slide lock, a process that took approximately one minute.

71. On or about July 14, 2020, SSA Hamilton test-fired the handgun using a round of commercially-available 9mm caliber ammunition that had the projectile and propellant removed. SSA Hamilton inserted the primed cartridge case into the chamber, and closed the slide. Upon SSA Hamilton pulling the trigger, the firing pin struck with sufficient force to detonate the primer. SSA Hamilton repeated the test using another primed cartridge case with the same result, and the firearm appeared operable. The firearm is pictured as follows:



72. SSA Hamilton determined that the purchased POLYMER80 model PF940v2 Buy Build Shoot Kit is a "firearm" as that term is defined under 18 U.S.C. § 921(a)(3) as a weapon designed and readily converted to expel a projectile by the action of an explosive.⁷ SSA Hamilton determined that the purchased POLYMER80 model PF940v2 Buy Build Shoot kit is also a "handgun" as that term is defined under 18 USC § 921(a)(29) as a combination of

⁷ As noted above, this determination is consistent with the determination of ATF Chief Counsel that the Buy Build Shoot kits are, as a matter of law, firearms pursuant to 18 U.S.C. § 921(a)(3).

parts from which a firearm having a short stock and designed to be held and fired by the use of a single hand can be assembled.

73. Because POLYMER80 shipped these Buy Build Shoot Kits from the SUBJECT PREMISES, located in the state of Nevada, to a customer in California, I believe there is probable cause to believe that POLYMER80 has committed violations of 18 U.S.C. §§ 922(a)(2) (Shipment or Transport of a Firearm by an FFL to a Non-FFL in Interstate or Foreign Commerce) and 922(b)(3) (Sale or Delivery of a Firearm by an FFL to a Person Not Residing in the FFL's State), as well as 922(t) (Knowing Transfer of a Firearm without a Background Check) and other Subject Offenses, as described below.

G. Stamps.com and Authorize.net Records Show POLYMER80 Shipments to Potentially Prohibited Persons and Locations

74. On or about June 5, 2020, in response to a subpoena, I received records from the company Stamps.com, which provides mailing and shipping services. According to the records, BORGES was the account holder for POLYMER80's Stamps.com account. The account was opened on May 16, 2013, and the company name is listed as "Polymer80.com." The e-mail address for the account is david@polymer80.com.

75. The Stamps.com records also included shipping label records created by the account. These records, dated between January 1, 2019 and June 4, 2020, included date and time the labels were printed, mail class, postage cost, confirmation number, item weight, the name and address of the recipient, and the return address.

76. Also, on or about June 17, 2020, in response to a subpoena, I received records from the company Authorize.net, a credit card processor. POLYMER80 is listed as the business name, with the SUBJECT PREMISES, 134 Lakes Blvd, Dayton, NV listed as the address, and the website listed was POLYMER80.COM. Under principal information, the records show BORGES' name and the owner e-mail address is "sales@polymer80.com."

77. The Authorize.net records, which include records from January 1, 2019 to June 16, 2020, include date and time a payment was submitted by a customer, the amount, the name and address of the customer, the telephone number of the customer, and the e-mail address of the customer. Some of the submitted payments appear to be duplicates, so while viewing the data, I ignored multiple payments from the same individual, of the same amount, occurring at around the same time.

78. On or about October 15, 2020, in response to a subpoena, I received records from Stamps.com for its subsidiary business ShipStation. ShipStation is a shipping software company that provides online businesses with order processing, production of shipping labels, and customer communication. The records received from ShipStation are similar to those received from Stamps.com, but also includes the order price of the shipped item, as well as the item name and Stock Keeping Unit ("SKU") inventory identifier.

79. According to the ShipStation records, from January 2019 through on or about October 13, 2020, POLYMER80 shipped approximately 51,800 items throughout the United States. At

least 50,600 of these shipments were sent to customers located in states other than Nevada. POLYMER80 shipped approximately 9,400 items to customers in California.

80. In addition, according to the ShipStation records, from July 2019 through on or about October 10, 2020, POLYMER80 shipped at least 1,490 Buy Build Shoot kits to customers throughout the United States, at least 1,468 of which were shipped to individuals in states other than Nevada. The most recent tracking numbers show the Buy Build Shoot Kits were shipped by POLYMER80 from the state of Nevada to customers in most states, as well as the District of Columbia and Puerto Rico. According to the records, the four states that POLYMER80 did not ship Buy Build Shoot Kits to were Iowa, Kentucky, New Jersey, and North Dakota. In addition, the records show that POLYMER80 sent at least 202 Buy Build Shoot Kits to California, which was the most of any state.

81. In my review of the records, I have identified several instances where POLYMER80 firearm components appear to have been transferred outside of the United States. I also have identified instances where POLYMER80 shipped Buy, Build, Shoot kits to individuals within the United States who are prohibited from receiving or possessing firearms.

1. Records Pertaining to Export Law Compliance

82. According to 22 C.F.R. § 120.2, "The Arms Export Control Act (22 U.S.C. 2778(a) and 2794(7)) provides that the President shall designate the articles and services deemed to be defense articles and defense services for purposes of import or

export controls . . . The items designated . . . constitute the U.S. Munitions List specified in part 121 of this subchapter."

83. In addition, based on my training and experience, I know that until March 9, 2020, under 22 C.F.R. § 121.10: "Articles on the U.S. Munitions List include articles in a partially completed state (such as forgings, castings, extrusions and machined bodies) which have reached a stage in manufacture where they are clearly identifiable as defense articles. If the end-item is an article on the U.S. Munitions List (including components, accessories, attachments and parts as defined in § 121.8), then the particular forging, casting, extrusion, machined body, etc., is considered a defense article subject to the controls of this subchapter, except for such items as are in normal commercial use."⁸

84. As a result of my training and experience, I know that international firearm traffickers have utilized the internet to facilitate communications, coordination, and purchases to illegally traffic weapons and weapons parts.

85. Based on my review of records from Stamps.com (including ShipStation records), Authorize.net, and my own internet research, I learned the following, which leads me to

⁸ After March 9, 2020, all parts and items for semi-automatic firearms were removed from 22 C.F.R. § 121.10 and became regulated under Department of Commerce regulations. Semi-automatic firearm parts now fall under the provisions of 50 U.S.C. § 4819, requiring an export license from the Department of Commerce for export to specified countries as listed in 15 C.F.R. § 738.

believe that POLYMER80 firearm parts are being shipped to international locations:

a. According to the Stamps.com and Authorize.net records, one individual with initials K.V.,⁹ providing an address in Hyattsville, MD, was the listed recipient of five Pistol Frame Kits (not Buy Build Shoot Kits), as well as additional firearm accessories from POLYMER80 in August of 2019. Through a query on the website Google.com, I learned that the Hyattsville address is associated with an "International Courier" which transports items between the United States and Guatemala.

b. Another address in Hawthorne, CA, was listed as a recipient address for shipments from POLYMER80 to two different individuals, S.M. and S.S. S.M. was the listed recipient of one PF940CL Pistol Frame Kit (not a Buy Build Shoot Kit). S.S. was the listed recipient of one PF940v2 pistol frame kit (not a Buy Build Shoot kit), and one pistol slide parts kit. A query on the website Google.com showed that the Hawthorne address is associated with a mail forwarding company that transports items from the United States to over 220 other countries.

c. Also, an individual with initials T.M. at an address in Blaine, WA, was listed as a recipient for one PF45 pistol frame kit (not a Buy Build Shoot kit) shipped from POLYMER80 in February 2019. This location is less than one mile from the Canadian border. The recipient address is for a

⁹ For privacy considerations, names, addresses, and other personal identifying information for individuals have been anonymized throughout this affidavit.

package and freight receiving company. I have not identified T.M., but T.M.'s telephone number has a Vancouver, British Columbia area code (604), and T.M.'s e-mail address is with the Canadian internet service provider Shaw.ca.

86. Additionally, based on my review of a recently-filed criminal complaint, I understand that four individuals have been charged, in the United States District Court for the Central District of California, with allegedly selling ghost guns without a license, and are alleged to have also shipped export-controlled firearm parts to Lebanon.

a. Based on my review of records, I identified one of the individuals charged in the case as an Inglewood, CA-based customer who has purchased Buy Build Shoot Kits and other items from POLYMER80. According to records I have reviewed, this individual has paid POLYMER80 over \$22,000 for purchases in February and April 2020 alone.

2. Records Pertaining to Transfers of Buy, Build, Shoot Kits to Prohibited Persons in the United States

87. Based on my review of these and other records, I also identified customers and shipping recipients of POLYMER80 who appear to be prohibited from possessing firearms:

a. An individual with initials J.S. at an address in Salinas, CA, was listed as the recipient of two Buy Build Shoot Kits from POLYMER80 in September 2019. I queried the address

associated with the purchase in Accurint.¹⁰ According to Accurint, J.S. is associated with that address. According to J.S.'s criminal history records, on or about October 24, 2005, J.S. received a felony conviction in Santa Clara County Superior Court for Assault with a Deadly Weapon, Not a Firearm, in violation of California Penal Code ("CPC") Section 245(a)(1). In addition, on or about February 24, 2010, J.S. received a felony conviction in Monterey County Superior Court for Inflicting Corporal Injury to a Spouse/Cohabitant, in violation of CPC Section 273.5(a).

b. An individual with initials M.P. at an address in Santa Cruz, CA, was the listed recipient of one Buy Build Shoot Kit in September 2019. According to Accurint, M.P. is associated with that address. Also, according to Accurint, M.P. was only 18 years old when the item was shipped. Under 18 U.S.C. § 922(b)(1), it is unlawful for an FFL to sell or deliver a handgun to any person the transferor knows or has reasonable cause to believe is under the age of 21. Based on my training and experience, I know that if POLYMER80 had conducted a background check, as required by an FFL when selling a firearm, NICS would have likely flagged and/or denied the transaction.

c. An individual with initials R.P. at an address in Chicago, IL, was listed as the recipient of one Buy Build Shoot Kit from POLYMER80 in December 2019. According to Accurint,

¹⁰ Accurint is an online tool operated by LexisNexis that provides access to a comprehensive database of public records information.

R.P. is associated with that address. According to his criminal history reports, the State of Illinois lists R.P. as "Disqualified" from possessing firearms. In addition, R.P.'s criminal history records shows that R.P. has received multiple felony convictions. On or about October 9, 1985, R.P. was convicted in Cook County Circuit Court of a felony for Manufacture/Deliver Controlled Substance, in violation of 56.5-1401-A IL. Also, on November 6, 1989, R.P. was convicted in Cook County Circuit Court of a felony for Robbery, in violation of 38-18-1 IL. On or about April 8, 1996, R.P. was convicted in Cook County Circuit Court of a felony for Aid, Abet, Possess, Sell Stolen Vehicle, in violation of 95.5-4-103-A-1 IL, and Vehicle Hijacking, in violation of 720 ILCS 5.0/18-3-A IL.

d. An individual with initials T.J. at an address in Salisbury, MD, was listed as the recipient of one Buy Build Shoot Kit in August 2020. Tracking details from UPS show that the item was sent from Nevada to Maryland. According to Accurint, T.J. is associated with the Salisbury address. According to T.J.'s criminal history, on or about May 30, 2019, T.J. was convicted in Wicomico County District Court of Assault in the Second Degree, in violation of CR.3.203, a misdemeanor punishable by up to 10 years' imprisonment, a conviction which precludes T.J. from possessing firearms.

e. An individual named H.N. at an address in Elk Grove, CA, was listed as the recipient of one Buy Build Shoot Kit from POLYMER80 in December 2019. According to Accurint, two individuals with initials H.N. are associated with the Elk Grove

address. According to Accurint, the younger of the two individuals was only 18 years old at the time of the shipment, and therefore was precluded from purchasing a firearm. In addition, according to the criminal history records of the older H.N., on or about January 15, 1999, H.N. was convicted in Santa Clara County Superior Court of a felony for Sex with a Minor 3+ Years Younger, in violation of CPC Section 261.5(c).

f. An individual with initials V.R. at an address in Vallejo, CA, was the listed recipient of one Buy Build Shoot Kit from POLYMER80 in April 2020. According to Accurint, two individuals with initials V.R. are associated with the address. According to Accurint, one of these individuals died in 2002. According to criminal history records, the living V.R. was convicted on or about November 4, 2003 of a felony in Mendocino County Superior Court for Second Degree Burglary, in violation of CPC Section 460(b).

g. An individual with initials Z.S. at an address in Tempe, AZ, was the listed recipient of one Buy Build Shoot Kit in March 2020. According to Accurint, Z.S. is associated with the Tempe address. According to criminal history records, Z.S. was charged with Assault with a Deadly Weapon with Force Likely to Cause Great Bodily Injury, in violation of California Penal Code Section 245(a)(4), and Battery: Serious Bodily Injury, in violation of California Penal Code Section 243(d), in July 2019, and is also subject to a restraining order in relation to these charges, both of which were pending at the time of Z.S.'s purchase of a Buy Build Shoot kit from POLYMER80 in March 2020,

and both of which are still pending. Like with the instances discussed directly above, I know from my training and experience that, had POLYMER80 conducted the required NICS background check to sell Z.S. a firearm, NICS would have flagged Z.S. as a prohibited individual and any firearms transaction would have been denied.

h. Also, based on my training and experience and knowledge of this investigation, I know that it is possible for individuals to purchase Buy Build Shoot Kits from POLYMER80 under false names, or in the names of other individuals. For example, a Buy Build Shoot Kit was shipped by POLYMER80 in May 2020 to "Gracie Muehlberger" at an address in Santa Clarita, CA. According to multiple media reports including USA Today and the Los Angeles Times, Gracie Muehlberger was a 15 year old girl who was killed in the shooting at Saugus High School on November 14, 2019, by a minor who was using a ghost gun.

i. Based on my review of records and research, it appears that although POLYMER80 sells directly to customers, it also sells large quantities of its products on a wholesale basis to businesses throughout the country. One such business is F&F Firearms, located in Norco, CA. According to the records, between April 2019 and February 2020, F&F Firearms (an FFL) received 11 shipments from POLYMER80 from the SUBJECT PREMISES. Between February 2019 and June 2020, F&F submitted over \$200,000 in payments to POLYMER80. According to F&F's website, fandffirearms.com, it describes itself as "Your #1 source for 80% Builders." Though currently said to be out of stock on the

F&F website, the POLYMER80 Buy Build Shoot Kit is one of the products offered by the company on its website. Currently, manufacturing or assembling a firearm made with POLYMER80 pistol frames is unlawful in California.¹¹

H. POLYMER80's Instagram Account

88. On or about April 19, 2020, ATF SA Monica Lozano viewed the publicly-available Instagram account for polymer80inc. The account posted a video dated two days prior, on or about April 17, 2020. In the comments, polymer80inc wrote "Why P80 80% Frames are in high demand?" and followed with:

Our sponsored shooter and trainer/owner of @tacticalfitnessaustin Ron Groban explains why our 80% Pistol Frame Kits are in high demand right now. While many items are showing out of stock on our website, we are producing 80% kits as fast as possible. We advise you to visit our dealer page at Polymer80.com for a list of our dealers! Most of what we produce is shipped to them directly, and they have been great about promoting in-stock P80 items.

89. In the posted video, an individual is holding a completed POLYMER80 pistol and speaks directly to the camera. The individual says a lot of people contact him about their

¹¹ Since 2010, CPC § 32000(a) has prohibited the manufacturing in the state of California a handgun not listed on the roster of certified handguns found at 11 CA ADC § 4070. Effective January 1, 2019, California enacted CPC § 29180, which requires all firearms to have a unique serial number and provides additional instruction in regards to "self-made" firearms. In addition, § 29180(b)(2)(B) requires a firearm manufactured or assembled from polymer plastic to include 3.7 ounces of material type 17-4 PH stainless steel embedded within the plastic upon fabrication or construction, so that a unique serial number can be engraved or otherwise permanently affixed to the firearm. The POLYMER80 unfinished pistol frame does not contain 3.7 ounces of type 17-4 PH stainless steel embedded in it, as required under California law.

difficulty trying to buy firearms. The individual states that POLYMER80 allows people to build firearms themselves. He further states that "you don't have to worry about the background check." He also mentions individuals can have the items shipped to their homes. In the comments section of polymer80inc's post, user "ellipsis415" wrote "I wouldn't be touting 'don't have to worry about the background check' as a bonus to the P80 system." User polymer80inc responded "@ellipsis415 background checks are NOT an infringement?" User ellipsis415 then said, "@polymer80inc I didn't say that. I said it sounds like you're trying to market them towards people who wouldn't pass a background check." Account polymer80inc did not respond to that statement.

90. On or about June 11, 2020, in response to a subpoena, SA Lozano received subscriber records from Instagram LLC for account polymer80inc. According to the records, the account was first registered on August 3, 2015. The e-mail associated with the account is "alex.brodsky@polymer80.com."

I. Surveillance of the SUBJECT PREMISES

91. On or about October 20, 2020, I queried the SUBJECT PREMISES on the Lyon County, Nevada Property Assessor webpage. The results of the query showed that the SUBJECT PREMISES is currently owned by Polymer80 Properties, LLC. The property has been held by the current owner since December 2016. According to the records, the mailing address for Polymer80 Properties is C/O DAVE BORGES, at an address in Fairfield, CA previously associated with BORGES. The records also show that the SUBJECT

PREMISES property is three acres, and has a 14,745 sq. ft. one-story building structure.

92. On or about October 23, 2020, ATF Task Force Officer ("TFO") Michael Stewart conducted surveillance at the SUBJECT PREMISES. TFO Stewart took photographs and made videos of the structure and parking lot. Based on my review of the photographs, video, and Google.com satellite images, the SUBJECT PREMISES is a gray and tan building that is isolated from other properties. The SUBJECT PROPERTY appears to be over 1,000 feet away from the nearest neighboring structure. The main entrance appears to be through double glass doors on the northwest corner of the structure. At the time of TFO Stewart's surveillance, approximately 25 vehicles were parked in the parking lot of the SUBJECT PREMISES. In addition, what appeared to be multiple Conex box storage containers were in the parking lot for the SUBJECT PREMISES.

93. On or about December 4, 2020, at approximately 5:25 a.m., TFO Stewart returned to the SUBJECT PREMISES. As he drove through the parking lot, TFO Stewart saw a White Dodge Ram parked near the entry doors of the SUBJECT PREMISES. It was the only passenger vehicle parked at the business. As he continued through the lot, he saw through the window that lights in the structure were on. TFO Stewart also saw a woman sitting at a desk inside an office within the SUBJECT PREMISES. TFO Stewart then exited the parking lot and drove up the street where he could watch vehicles arriving at the SUBJECT PREMISES. At approximately 5:49 a.m., another vehicle pulled into the parking

lot of the SUBJECT PREMISES and parked. Approximately four additional vehicles continued to arrive over the course of the next 15 minutes. There was no more traffic into that parking lot until approximately 6:54 a.m. when vehicles began arriving again. From that time until approximately 7:58 a.m., approximately 13 more vehicles arrived at the SUBJECT PREMISES. TFO Stewart departed the area at approximately 8:05 a.m.

VII. TRAINING AND EXPERIENCE IN THE SUBJECT OFFENSES

92. From my training, personal experience, and the collective experiences related to me by other ATF SAs who specialize firearms investigations, I am aware of the following:

a. Individuals and businesses who possess and regularly purchase and sell firearms, such as enthusiasts, collectors, and dealers both in black markets and legitimate markets and FFLs, generally maintain records of their firearm transactions, including receipts and certificates, as items of value, and usually keep them in their residences, places of business, vehicles, digital devices, or on their persons, where they are readily accessible and secure.

b. FFLs generally maintain certain records at their places of business, but occasionally maintain records at residences, or in vehicles, including on computers and other digital devices. These records include their firearm Acquisition and Disposition Logs, ATF Form 4473s, records pertaining to background checks, firearm importation and exportation records, as well as other customer and transaction

records. Also, manufacturers of firearms generally maintain records of their suppliers and customers. These records may be maintained within physical documents, retained digitally, or in some combination of the two.

c. Businesses generally maintain additional records regarding business operations. This includes records documenting the organization of the business, the officers, managers, and lower level employees. Financial records will often also be maintained at the business.

d. Individuals who regularly deal in and collect firearms store these firearms at their residences and places of business, often in warehouses, garages, gun safes, storage containers, or other storage locations, to safely store their firearms and limit access to others as a safety precaution, and to keep their valuable merchandise from getting damaged. Firearms are also stored in these places to prevent theft.

e. I know that individuals and FFLs engaged in firearm manufacturing and sales often store firearms and firearm components that are in various stages of completion in their residences, places of business, or vehicles, within workshops, warehouses, garages or other places where they manufacture or store firearms or firearms parts. These same individuals, businesses, or FFLs also store firearm tools, firearm jigs, assembly kits, CNC coding software or codes, and other firearm manufacturing devices and tools in these same work spaces within their residences, places of businesses, or vehicles.

93. Based on my training, experience, discussions with other law enforcement officers, and participation in firearms investigations, including the manufacturing and sales of firearms, and how computerized machines such as a CNC machines are used in the manufacture of firearms, I have learned that:

a. Firearms dealers and/or manufacturers commonly utilize CNC mill machines that have the capability to store programs or codes to manufacture firearms and firearms parts.

b. Firearms dealers and/or manufacturers who utilize CNC mill machines maintain and use other digital devices and/or removable media to store programs or codes needed for the CNC mill machines to manufacture lower receivers. I know that the CNC mill machines are computer programmed and calibrated to specifically machine metal to the specific configurations of the operator and is utilized by firearms manufactures to keep count of how many firearms are produced by the CNC and to ensure consistent machining methods are used for each firearm produced.

c. Firearms dealers and/or manufacturers utilize computers, iPads, flash drives and other digital devices to store customer lists, photographs, transactions records, firearms design and manufacturing instructions, and digital messages that are related to and further firearms manufacturing and sales.

d. Firearms dealers and/or manufacturers commonly maintain address or telephone numbers in computers and cellular telephones that reflect names, address, and/or telephone numbers of their associates and customers related to firearms dealing.

VIII. TRAINING AND EXPERIENCE ON DIGITAL DEVICES¹²

94. Based on my training, experience, and information from those involved in the forensic examination of digital devices, I know that the following electronic evidence, inter alia, is often retrievable from digital devices:

a. Forensic methods may uncover electronic files or remnants of such files months or even years after the files have been downloaded, deleted, or viewed via the Internet. Normally, when a person deletes a file on a computer, the data contained in the file does not disappear; rather, the data remain on the hard drive until overwritten by new data, which may only occur after a long period of time. Similarly, files viewed on the Internet are often automatically downloaded into a temporary directory or cache that are only overwritten as they are replaced with more recently downloaded or viewed content and may also be recoverable months or years later.

b. Digital devices often contain electronic evidence related to a crime, the device's user, or the existence of evidence in other locations, such as, how the device has been used, what it has been used for, who has used it, and who has been responsible for creating or maintaining records, documents,

¹² As used herein, the term "digital device" includes any electronic system or device capable of storing or processing data in digital form, including central processing units; desktop, laptop, notebook, and tablet computers; personal digital assistants; wireless communication devices, such as paging devices, mobile telephones, and smart phones; digital cameras; gaming consoles; peripheral input/output devices, such as keyboards, printers, scanners, monitors, and drives; related communications devices, such as modems, routers, cables, and connections; storage media; and security devices.

programs, applications, and materials on the device. That evidence is often stored in logs and other artifacts that are not kept in places where the user stores files, and in places where the user may be unaware of them. For example, recoverable data can include evidence of deleted or edited files; recently used tasks and processes; online nicknames and passwords in the form of configuration data stored by browser, e-mail, and chat programs; attachment of other devices; times the device was in use; and file creation dates and sequence.

c. The absence of data on a digital device may be evidence of how the device was used, what it was used for, and who used it. For example, showing the absence of certain software on a device may be necessary to rebut a claim that the device was being controlled remotely by such software.

d. Digital device users can also attempt to conceal data by using encryption, steganography, or by using misleading filenames and extensions. Digital devices may also contain "booby traps" that destroy or alter data if certain procedures are not scrupulously followed. Law enforcement continuously develops and acquires new methods of decryption, even for devices or data that cannot currently be decrypted.

95. Based on my training, experience, and information from those involved in the forensic examination of digital devices, I know that it is not always possible to search devices for data during a search of the premises for a number of reasons, including the following:

a. Digital data are particularly vulnerable to inadvertent or intentional modification or destruction. Thus, often a controlled environment with specially trained personnel may be necessary to maintain the integrity of and to conduct a complete and accurate analysis of data on digital devices, which may take substantial time, particularly as to the categories of electronic evidence referenced above. Also, there are now so many types of digital devices and programs that it is difficult to bring to a search site all of the specialized manuals, equipment, and personnel that may be required.

b. Digital devices capable of storing multiple gigabytes are now commonplace. As an example of the amount of data this equates to, one gigabyte can store close to 19,000 average file size (300kb) Word documents, or 614 photos with an average size of 1.5MB.

c. Other than what has been described herein, to my knowledge, the United States has not attempted to obtain this data by other means.

IX. REQUEST FOR EARLY-MORNING SERVICE

94. As discussed above, based on surveillance, it appears that POLYMER80 employees have arrived at the SUBJECT PREMISES in the early-morning hours, between 5:00 a.m. and 6:00 a.m. Therefore, I request authorization to execute the search warrant between 5:00 a.m. and 6:00 a.m., if necessitated by the arrival of any individuals to the SUBJECT PREMISES during that time. Once an individual arrives at the SUBJECT PREMISES and sees ATF agents preparing to execute a search warrant, there is the

possibility for destruction of evidence if the search warrant is not immediately executed. In addition to concerns regarding preservation of evidence, I also request authority to execute the search warrant upon arrival of individuals to the SUBJECT PREMISES due to operational safety concerns. The search warrant may more safely be executed when fewer individuals are at the SUBJECT PREMISES, rather than waiting until more individuals, who would need to be secured by law enforcement, arrive. Lastly, early execution of the search warrant will help to avoid unnecessary disruption of business operations during regular business hours. Accordingly, I respectfully request authorization to execute the search warrant between 5:00 a.m. and 6:00 a.m., in the event that an individual arrives at the SUBJECT PREMISES during that time.

X. REQUEST FOR TEMPORARY SEALING

96. It is respectfully requested that this Court issue an order sealing, until execution of the warrant, all papers submitted in support of this application, including the application and search warrant affidavit. I believe that sealing is necessary because the items and information to be seized is relevant to an ongoing investigation into criminal conduct involving multiple individuals and entities, both currently known and unknown, and many of the targets of the investigation remain unaware that they are being investigated. Disclosure of the search warrant affidavit at this time, prior to its execution, would seriously jeopardize the investigation, as such disclosure may provide an opportunity to destroy

evidence, change patterns of behavior, or allow flight from prosecution. Premature disclosure of the contents of this affidavit and related documents may have a significant and negative impact on this continuing investigation and may severely jeopardize its effectiveness. Therefore, I request that the application for search warrant, this affidavit, and all papers in support thereof remain sealed, until execution of the search warrant, at which time the documents will be unsealed.

XI. CONCLUSION

97. Based on the foregoing, I request that the Court issue the requested warrant.



TOLLIVER HART, Special Agent
Bureau of Alcohol, Tobacco,
Firearms and Explosives

9/12 WGC

Subscribed and sworn to before me
by reliable electronic means on
this 8th day of December, 2020.



HONORABLE WILLIAM G. COBB
UNITED STATES MAGISTRATE JUDGE

EXHIBIT 1



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

www.atf.gov

JAN 18 2017

907010:WJS
3311/305402

Mr. Jason Davis
The Law Offices of Davis & Associates
27201 Puerta Real, Suite 300
Temecula, California 92691

Mr. Davis:

This is in reference to your correspondence, with enclosed samples, to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Firearms Technology Industry Services Branch (FTISB). In your letter, you asked for a classification of two Glock-type "PF940C Blank" on behalf of your client, Polymer 80 Incorporated (see enclosed photos). Specifically, you wish to know if each of these items would be classified as a "firearm" under the Gun Control Act of 1968 (GCA).

You state the submitted PF940C has critical machining operations not yet "implanted" as follows:

- *Drilling of the locking left and right block pin holes.*
- *Drilling of the left and right trigger pin holes.*
- *Drilling of the left and right trigger housing pin holes.*
- *Cutting of the left and right rail slots to allow for slide installation.*
- *Machining of the side walls that block slide installation.*
- *Machining of the cross walls that block barrel and recoil spring installation.*

As a part of your correspondence, you describe design features and the manufacturing process of the submitted "PF940C" to include the following statement:

- *The submitted PF940C blank is a solid core unibody design made out of a single casting without any core strengthening inserts. Moreover, it is void of any indicators that designate or provide guidance in the completion of the firearm.*

For your reference in this matter, the amended Gun Control Act of 1968 (GCA), 18 U.S.C. § 921(a)(3), defines the term "firearm" *to include any weapon (including a starter gun) which will or is designed to or may be readily converted to expel a projectile by the action of an explosive...[and] ...the frame or receiver of any such weapon...*

Also, 27 CFR Section 478.11 defines "firearm frame or receiver". *That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel.*

Also, the AECA, 27 CFR Section 447.11, defines "defense articles" as—

...Any item designated in § 447.21 or § 447.22. This includes models, mockups, and other such items which reveal technical data directly relating to § 447.21 or § 447.22.

The USMIL, Section 447.22, **FORGINGS, CASTINGS, and MACHINED BODIES** states:

Articles on the U.S. Munitions Import List include articles in a partially completed state (such as forgings, castings, extrusions, and machined bodies) which have reached a stage in manufacture where they are clearly identifiable as defense articles. If the end-item is an article on the U.S. Munitions Import List, (including components, accessories, attachments and parts) then the particular forging, casting, extrusion, machined body, etc., is considered a defense article subject to the controls of this part, except for such items as are in normal commercial use.

During the examination of your sample "PF940C", FTISB personnel found that the following machining operations or design features present or completed:

1. Trigger slot.
2. Capable of accepting Glock 17 trigger mechanism housing.
3. Capable of accepting Glock 17 trigger bar.
4. Magazine well.
5. Magazine catch.
6. Accessory rail.
7. Slide-stop lever recess.
8. Magazine catch spring recess.

Machining operations or design features not yet present or completed:

1. Trigger-pin hole machined or indexed.
2. Trigger mechanism housing pin machined or indexed.
3. Locking block-pin hole machined or indexed.
4. Devoid of front or rear frame rails.
5. Barrel seat machined or formed.
6. Incapable of accepting Glock locking-block.

Note: *The dust cover, top of the barrel seat area and locking-block recess area became damaged during this evaluation.*

As a result of this FTISB evaluation, the submitted "PF940C" is not sufficiently complete to be classified as the frame or receiver of a firearm and thus is not a "firearm" as defined in the GCA. Consequently, the aforementioned items are therefore not subject to GCA provisions and implementing regulations.

To reiterate the conclusion of FTISB's evaluation, our Branch has determined that the submitted Polymer 80, Incorporated Glock-type receiver blanks incorporating the aforementioned design features are not classified as the frame or receiver of a weapon designed to expel a projectile by the action of an explosive, thus each of these items are not a "firearm" as defined in GCA, 18 U.S.C. § 921(a)(3)(B).

Please be aware, while not classified as a "firearm"; the submitted items are each classified as a "defense article" as defined in 27 CFR Section 447.11. The U.S. Department of State (USDS) regulates all exports from, and particular imports into, the United States. Firearms, parts, and accessories for firearms are all grouped as "defense articles" by the USDS and overseen by their Directorate of Defense Trade Controls. Information regarding import/export of defense articles can be found on their web site at www.pmdt.state.gov.

Correspondence from our Branch is dependent upon the particular facts, designs, characteristics or scenarios presented. Please be aware that although other cases (submissions to our Branch) may appear to present identical issues, this correspondence pertains to a particular issue or item. We caution applying this guidance in this correspondence to other cases, because complex legal or technical issues may exist that differentiate this scenario or finding from others that only appear to be the same.

Please be aware, this determination is relevant to the item as submitted. If the design, dimensions, configuration, method of operation, processes or utilized materials, this classification would be subject to review and would require a submission to FTISB of a complete functioning exemplar.

We thank you for your inquiry and trust the foregoing has been responsive to your evaluation request.

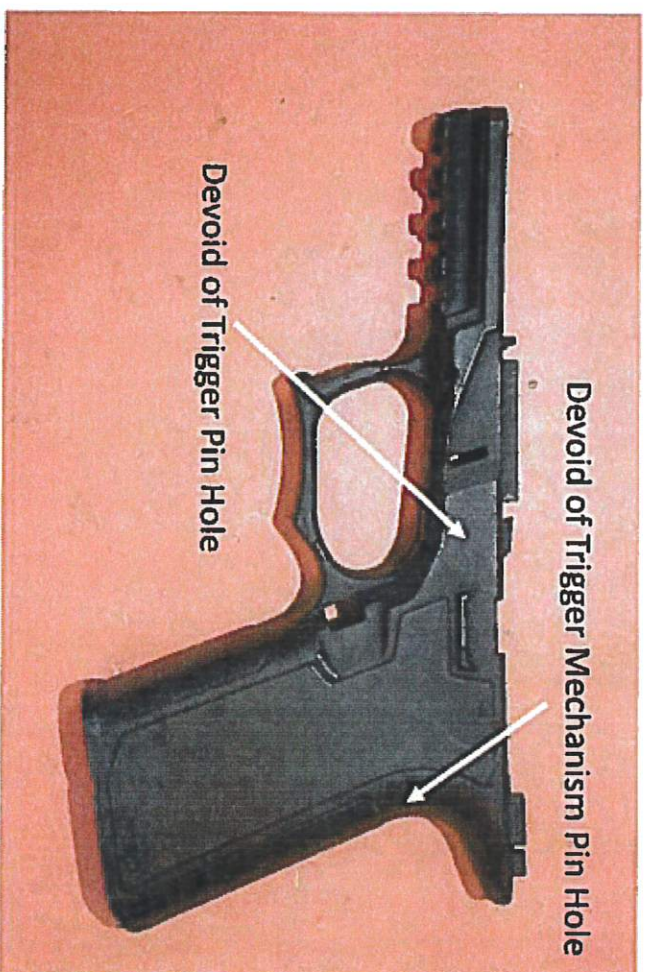
Sincerely yours,



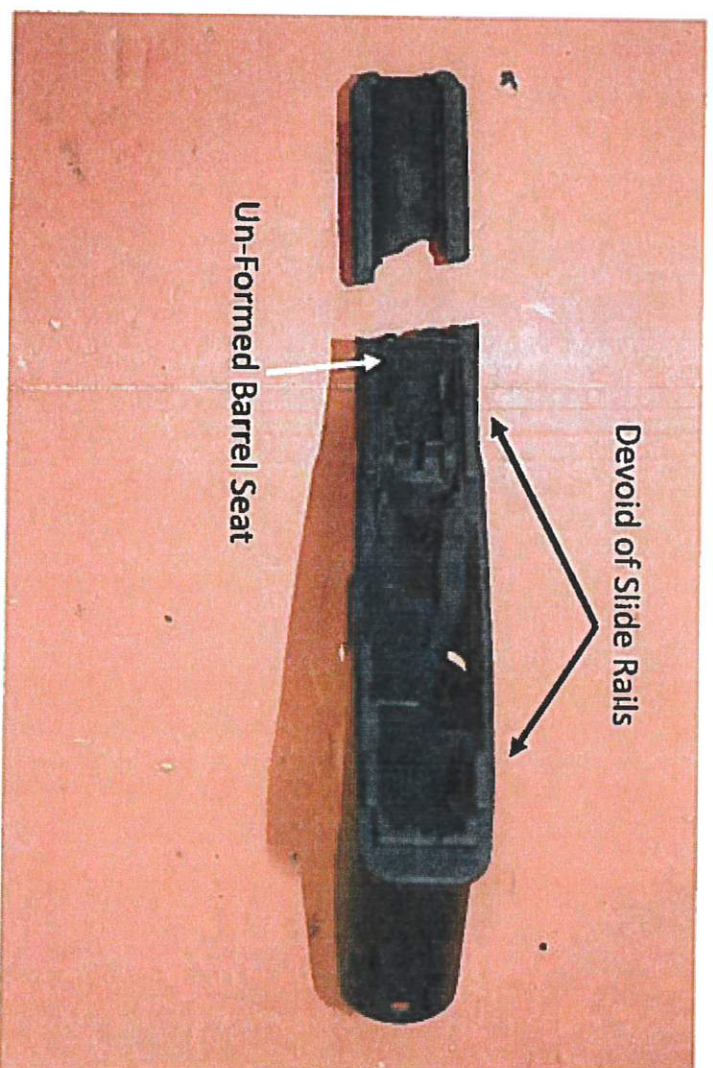
Michael R. Curtis
Chief, Firearms Technology Industry Services Branch

Enclosure

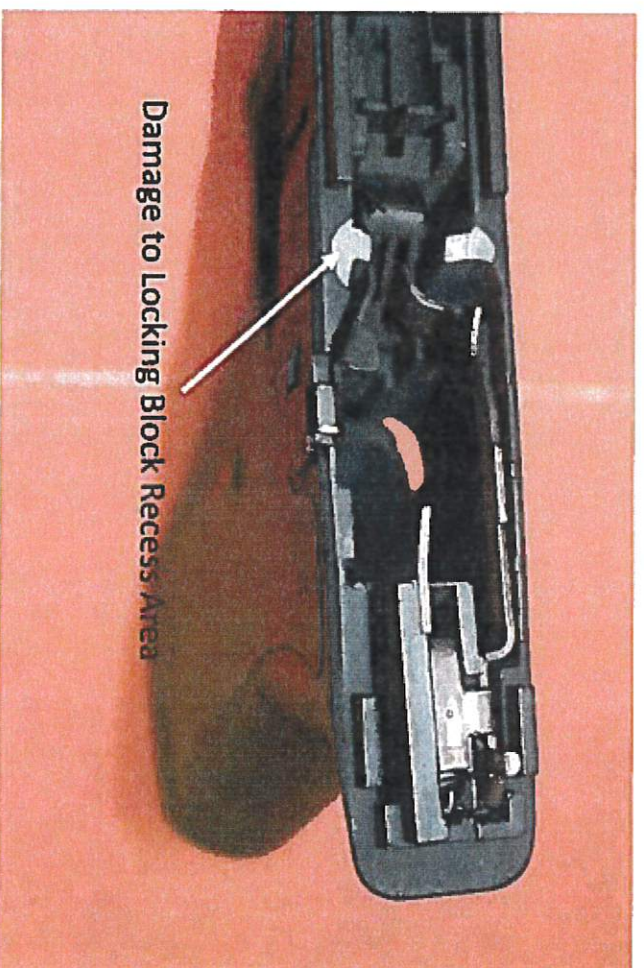
PF940C Blank, Submitted 10/6/16



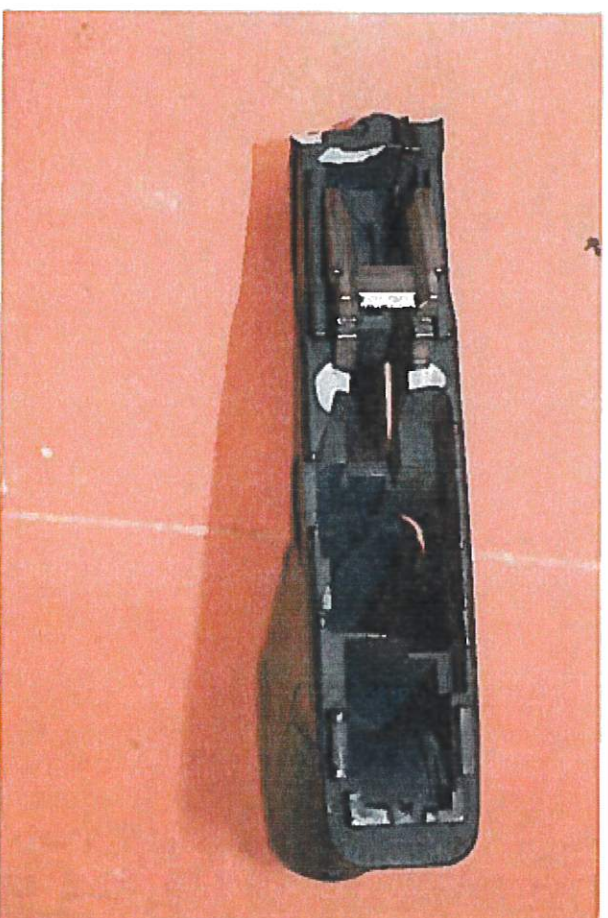
PF940C Blank, Dust Cover Area Damaged



PF940C Blank, With Trigger Mechanism Housing and Slide Stop Lever



PF940C Blank, Incapable of Accepting Glock Locking Block



E/



The Law Offices of
DAVIS & ASSOCIATES

Temecula Office: ~~41593 Winchester Rd. Suite 200, Temecula, CA 92590~~
★ Orange County Office: 27201 Puerta Real, Suite 300, Mission Viejo, CA 92691
Direct (866) 545-GUNS/Fax (888) 624-GUNS Jason@CalGunLawyers.com
www.CalGunLawyers.com

October 3, 2016

EVAL.
305-402

RECEIVED
OCT 06 2016
BY FATD

Earl Griffith
Bureau of Alcohol, Tobacco, Firearms, and Explosives
Firearms Technology Branch
244 Needy Road
Martinsburg, West Virginia 25405 USA
VIA FED-EX

ONE
PISTOL
RECEIVER

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

Dear Mr. Griffith:

I write regarding my client, POLYMER 80, INC. (P80) and their intent to manufacture pistol frame blanks. Specifically, we are asking for clarification as to whether the enclosed PF940C polymer 9mm ("PF940C") blank is a "firearm," "firearm frame," or "firearm receiver" as defined in 18 U.S.C. §921(a)(3) or a merely a casting.

We have enclosed an exemplar PF940C for your review and examination. **The submitted PF940C blank is a solid core unibody design made out of a single casting without any core strengthening inserts. Moreover, it is void of any indicators that designate or provide guidance in the completion of the firearm.**

We believe that the enclosed item is not a firearm or a firearm receiver. Nevertheless, in an abundance of caution, we request clarification from the Bureau of Alcohol, Tobacco, Firearms, and Explosives – Firearms Technology Branch.

DEFINITION OF FIREARM

Title I of the Gun Control Act, 18 U.S.C. §§ 921 *et seq.*, primarily regulates conventional firearms (i.e., rifles, pistols, and shotguns). Title II of the Gun Control Act, also known as the National Firearms Act, 26 U.S.C. §§ 5801 *et seq.*, stringently regulates machine guns, short barreled shotguns, and other narrow classes of firearms. "Firearm" is defined in § 921(a)(3) as:

(B) Any weapon (including a starter gun) which will or is designed to or may readily be converted expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 2

As noted, the term “firearm” means a “weapon . . . which will or is designed to or may readily be converted to expel a projectile,” and also “the *frame or receiver* of any such weapon.” (18 U.S.C. §921(a)(3).) Both the “designed” definition and the “may readily be converted” definition apply to a weapon that expels a projectile, not to a frame or receiver. A frame or receiver is not a “weapon,” will not and is not designed to expel a projectile, and may not readily be converted to expel a projectile.

The issue therefore becomes whether the raw material “casting,” with the specified features, may constitute a “frame or receiver.”

ATF’s regulatory definition, 27 C.F.R. §478.11, provides: “*Firearm frame or receiver*. That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel. (The same definition appears in 27 C.F.R. §479.11.) “Breechblock” is defined as the locking and cartridge head supporting mechanism of a firearm that does not operate in line with the axis of the bore.” (*Glossary of the Association of Firearms and Toolmark Examiners* (2nd Ed. 1985, 21).)

The statute refers to “the frame or receiver of any such weapon,” not raw material which would require further milling, drilling, and other fabrication to be usable as a frame or receiver. Referring to ATF’s definition in §478.11, an unfinished piece is not a “part” that “provides housing” (in the present tense) for the hammer, bolt, or breechblock, and other components of the firing mechanism, unless and until it is machined to accept these components. The definition does not include raw materials that “would provide housing” for such components “. . . if further machined.”

In ordinary nomenclature, the frame or receiver is a finished part which is capable of being assembled with other parts to put together a firearm.” (*Receiver*. The basic unit of a firearm which houses the firing and breech mechanism and to which the barrel and stock are assembled. *Glossary of the Association of Firearm and Toolmark Examiners* (2nd ed. 1985), 111.) Raw material requires further fabrication. The Gun Control Act recognizes the distinction between “Assembly and “fabrication.” (Compare 18 U.S.C. §921(a)(29) (defining “handgun” in part as “any combination of parts from which a firearm described in subparagraph (A) can be *assembled*”) with §921(a)(24) (referring to “any combination of parts, designed or redesigned, and intended for use in *assembling or fabricating* a firearm silencer or firearm muffler” (emphasis added).) The term “assemble” means “to fit or join together (the parts of something, such as a machine): to assemble the parts of a kit.” (Assemble. *Dictionary.com. Collins English Dictionary - Complete & Unabridged 10th Edition*. HarperCollins Publishers. <http://dictionary.reference.com/browse/assemble> (accessed: January 23, 2013).) The term “fabricate” is broader, as it also synonymous with manufacture: “to make, build, or construct.” (Fabricate. *Dictionary.com. Collins English Dictionary - Complete & Unabridged 10th Edition*. HarperCollins Publishers. [http://dictionary.reference.com/ browse/fabricate](http://dictionary.reference.com/browse/fabricate) (accessed: January 23, 2013).) Thus, drilling, milling, and other machining would constitute fabrication, but assembly more narrowly means putting together parts already fabricated.

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 3

Moreover, “Congress did not distinguish between *receivers integrated into an operable weapon and receivers sitting in a box, awaiting installation.*” (*F.J. Vollmer Co., Inc. v. Higgins*, 23 F.3d 448, 450 (D.C. Cir. 1994)(Emphasis added.) The absence of a single hole and the presence of a piece of extra metal may mean that an item is not a frame or receiver.” (*Id.* at 452 (“In the case of the modified HK receiver, the critical features were the lack of the attachment block and the presence of a hole”; “welding the attachment block back onto the magazine and filling the hole it had drilled” removed the item from being a machinegun receiver.)

ANALOGOUS DETERMINATIONS

In an analogous situation, ATF has defined a frame or receiver in terms of whether it was “capable of accepting all parts” necessary for firing. Like the term “firearm,” the term “machinegun” is also defined to include the “frame or receiver of any such weapon.” (26 U.S.C. §5845(b). The same definition is incorporated by reference in 18 U.S.C. §921(a)(3).) The Chief of the ATF Firearms Technology Branch wrote in 1978 concerning a semiautomatic receiver which was milled out to accept a full automatic sear, but the automatic sear hole was not drilled. He opined: “in such a condition, the receiver is not capable of accepting all parts normally necessary for full automatic fire. Therefore, such a receiver is not a machinegun. . . . As soon as the receiver is capable of accepting all parts necessary for full automatic fire, it would be subject to all the provisions of the NFA.” (Nick Voinovich, Chief, ATF Firearms Technology Branch, Feb. 13, 1978, T:T:F:CHB, 7540. Similar opinions were rendered by the Chief, ATF Firearms Technology Branch, Aug. 3 1977 (reference number deleted); and C. Michael Hoffman, Assistant Director (Technical and Scientific Services), May 5, 1978, T:T:F:CHB, 15497).)

That being said, the ATF expressed its opinions as to what extent raw material must be machined in order to be deemed a firearm. Specifically, in your letter dated June 12, 2014 (90350:WJS 331/302036) you stated as following in response to a submission from Tactical Machining, LLC:

In general, to be classified as firearms, pistol forgings or castings must incorporate the following critical features:

Slide rails or similar slide-assembly attachment features.
Hammer pin hole.
Sear pin hole.

That letter was responding to two submissions (Sample A and Sample B). Those samples were described as having the following completed:

1. Plunger-tube holes have been drilled.
2. Slide-stop pin hole drilled.
3. Slide-stop engagement area machined.
4. Ejector pin hole drilled.
5. Safety-lock hole drilled.

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 4

6. Magazine-catch area machined.
7. Grip-screw bushing holes drilled.
8. Trigger slot machined.
9. Magazine well machined.
10. Main spring housing area machined.
11. Main spring pin hole machined.
12. Sear-spring slot machined.

The critical machining operations not yet implemented in SAMPLE A and B were as follows:

1. Slide rails cut.
2. Sear pin hole drilled.
3. Hammer pin hole drilled.
4. Barrel seat machined.

The FTB determined that neither Sample A nor B meet the definition of "firearm" presented in GCA, 18 U.S.C. Section 921(a)(3).)

Similarly, the critical machining operations not yet implanted in the PF940C are as follows:

1. Drill the locking left block pin hole.
2. Drill the locking right block pin hole.
3. Drill the left trigger pin hole.
4. Drill the right trigger pin hole.
5. Drill the trigger left housing pin hole.
6. Drill the right trigger housing pin hole.
7. Cut the left rail slots in the rear to allow slide installation.
8. Cut the right rail slots in the rear to allow slide installation.
9. Machine the side walls that block slide installation.
10. Machine the cross wall that blocks barrel and recoil spring installation.

Thus, it is clear that the PF940C blank lower does not provide housing for the "hammer, bolt or breechblock, and firing mechanism" as required by law. Moreover, like the 1911 submission that was deemed not a "firearm" by the FTB, the PF940C is missing critical operations necessary to complete the product. In this regard, the operations performed on the exemplar casting are akin to the 1911 submission deemed not a "firearm" by the FTB. As such, it is our belief that the exemplar casting does not constitute a "receiver" or a "firearm." But, again, we request your clarification on this point: 1) Is it the opinion of the Bureau of Alcohol, Tobacco, Firearms, and Explosives that the enclosed PF940C blank is a firearm or firearm frame or receiver.

Thank you for taking the time to address this issue. We look forward to hearing from you. Please let us know if you have any further questions or concerns. **When complete, please return the**

Re: **IN RE: POLYMER 80, INC. PF940C BLANK**

October 3, 2016

Page 5

submitted parts to 42690 Rio Nedo, Suite F, Temecula, CA 92590 via Fed-Ex using account number: 321690653.

Sincerely,

DAVIS & ASSOCIATES

s/ Jason Davis

JASON DAVIS.

EXHIBIT 2



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

www.atf.gov

NOV 02 2015

907010:WJS
3311/303738

Mr. Jason Davis
The Law Offices of Davis & Associates
41593 Winchester Road, Suite 200
Temecula, California 92590

Mr. Davis:

This is in reference to your correspondence, with enclosed samples, to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Firearms Technology Industry Services Branch (FTISB). In your letter, you asked for a classification of an AR10-type item identified by you as a "WARRHOGG BLANK" as well as a Glock-type "GC9 Blank" on behalf of your client, Polymer 80, Incorporated (see enclosed photos). Specifically, you wish to know if these items would be classified as a "firearm" under the Gun Control Act of 1968 (GCA).

You state the submitted **WARRHOGG BLANK** incorporates the following design features:

- *Magazine well.*
- *Magazine catch.*
- *Receiver extension/buffer tube.*
- *Pistol grip area.*
- *Pistol-grip screw hole.*
- *Pistol grip upper receiver tension hole.*
- *Pistol grip tension screw hole.*
- *Bolt catch.*
- *Front pivot-pin takedown hole.*
- *Rear pivot-pin takedown hole.*

As a part of your correspondence, you describe design features and the manufacturing process of the submitted "WARRHOGG Blank" to include the following statements:

Mr. Jason Davis

- *The submitted WarrHogg .308 blank lower receiver blank is a solid core unibody design made out of a single casting without any core strengthening inserts. Moreover, it is void of any indicators that designate or provide guidance in the completion of the firearm. This submitted item incorporates a solid fire control cavity area, and was cast in a homogenous manner using a "single shot of molten material."*

For your reference in this matter, the amended Gun Control Act of 1968 (GCA), 18 U.S.C. § 921(a)(3), defines the term "**firearm**" to include any weapon (including a starter gun) which will or is designed to or may be readily converted to expel a projectile by the action of an explosive...[and]...**the frame or receiver of any such weapon...**

Also, 27 CFR § 478.11 defines "**firearm frame or receiver.**" *That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel.*

Also, the AECA, 27 CFR § 447.11, defines "**defense articles**" as—

...Any item designated in § 447.21 or § 447.22. This includes models, mockups, and other such items which reveal technical data directly relating to § 447.21 or § 447.22.

The USMIL § 447.22, **FORGINGS, CASTINGS, and MACHINED BODIES** states:

Articles on the U.S. Munitions Import List include articles in a partially completed state (such as forgings, castings, extrusions, and machined bodies) which have reached a stage in manufacture where they are clearly identifiable as defense articles. If the end-item is an article on the U.S. Munitions Import List, (including components, accessories, attachments and parts) then the particular forging, casting, extrusion, machined body, etc., is considered a defense article subject to the controls of this part, except for such items as are in normal commercial use.

During the examination of your sample, FTISB personnel found that the following machining operations or design features present or completed:

1. Front and rear pivot/take down pin holes.
2. Front and rear pivot/ take down detent retainer holes.
3. Front and rear pivot/take down lug clearance areas.
4. Selector-retainer hole.
5. Magazine-release and catch slots.
6. Trigger-guard formed.
7. Rear of receiver present and threaded to accept buffer tube.
8. Buffer-retainer hole.
9. Pistol-grip mounting area faced off and drilled, but not threaded.
10. Magazine well.
11. Receiver end-plate recess.

Mr. Jason Davis

Machining operations or design features not yet present or completed:

1. Complete removal of material from the fire-control cavity area.
2. Machining or indexing of selector-lever hole.
3. Machining or indexing of trigger slot.
4. Machining or indexing of trigger-pin hole.
5. Machining or indexing of hammer-pin hole.

As a part of this evaluation, FTISB personnel noted the following markings:

Left Side

- 308
- POLYMER80

FTISB has determined that an AR-10 type receiver blank could have all other machining operations performed, including front receiver pivot-pin and rear take down pin hole and clearance for the front receiver lug and rear take down pin lug clearance area (not to exceed 1.60 inches), but must be completely solid and un-machined in the fire-control recess area. The rear take down pin lug clearance area must be no longer than 1.60 inches, measured from immediately forward of the front of the buffer-retainer hole.

The FTISB examination of your submitted item, found that the most forward portion of the rear take down pin lug clearance area measures approximately 1.32 inches in length, less the maximum allowable 1.60 inch threshold. As a result, the submitted item is not sufficiently complete to be classified as the frame or receiver of a firearm; and thus, is not a "firearm" as defined in the GCA. Consequently, the aforementioned item is therefore not subject to GCA provisions and implementing regulations.

To reiterate the conclusion of FTISB's evaluation, our Branch has determined that the submitted Polymer 80, Incorporated AR10-type receiver blank incorporating the aforementioned design features is not classified as the frame or receiver of a weapon designed to expel a projectile by the action of an explosive; and thus, it is not a "firearm" as defined in (GCA), 18 U.S.C. § 921(a)(3)(B).

As a part of your correspondence, you describe design features and the manufacturing process of the submitted "CG or CG9" to include the following statement:

- *The submitted GC9 blank is a solid core unibody design made out of a single casting without any core strengthening inserts. Moreover, it is void of any indicators that designate or provide guidance in the completion of the firearm.*

Mr. Jason Davis

Please note, while not indicated in the accompanying correspondence, the submitted CG or CG9 appears to have been made utilizing additive manufacturing or 3-D printing technology and not "made out of a single casting."

During the examination of your sample "CG or CG9," FTISB personnel found that the following machining operations or design features present or completed:

1. Slide lock lever location indexed.
2. Upper portion of slide lock spring recess.
3. Trigger slot.
4. Capable of accepting Glock 17 trigger mechanism housing.
5. Capable of accepting Glock 17 trigger bar.
6. Capable of accepting Glock 17 locking block.
7. Magazine well.
8. Magazine catch.
9. Accessory rail.
10. Slide-stop lever recess.
11. Magazine catch spring recess.

Machining operations or design features not yet present or completed:

1. Trigger-pin hole machined or indexed.
2. Locking block-pin hole machined or indexed.
3. Devoid of front or rear frame rails.
4. Barrel seat machined or formed.

As a result, the submitted "CG or CG9" is not sufficiently complete to be classified as the frame or receiver of a firearm; and thus, is not a "firearm" as defined in the GCA. Consequently, the aforementioned item is therefore not subject to GCA provisions and implementing regulations.

To reiterate the conclusion of FTISB's evaluation, our Branch has determined that the submitted Polymer 80, Incorporated Glock-type receiver blank incorporating the aforementioned design features is not classified as the frame or receiver of a weapon designed to expel a projectile by the action of an explosive, thus it is not a "firearm" as defined in (GCA), 18 U.S.C. § 921(a)(3)(B).

Please be aware, while not classified as a "firearm"; the submitted items are each classified as a "defense article" as defined in 27 CFR § 447.11. The U.S. Department of State (USDS) regulates all exports from, and particular imports into, the United States. Firearms, parts, and accessories for firearms are all grouped as "defense articles" by the USDS and overseen by their Directorate of Defense Trade Controls. Information regarding import/export of defense articles can be found on their web site at www.pmdtdc.state.gov.

In conclusion, correspondence from our Branch is dependent upon the particular facts, designs, characteristics or scenarios presented. Please be aware that although other cases (submissions to our Branch) may appear to present identical issues, this correspondence pertains to a particular

Mr. Jason Davis

issue or item. We caution applying this guidance in this correspondence to other cases, because complex legal or technical issues may exist that differentiate this scenario or finding from others that only appear to be the same.

Also, this determination is relevant to the items as submitted. If the design, dimensions, configuration, method of operation, or utilized materials or processes such as changing from additive manufacturing to injection molding, this classification would be subject to review and require a submission to FTISB of an exemplar utilizing the new manufacturing process.

We thank you for your inquiry and trust the foregoing has been responsive to your evaluation request. Please do not hesitate to contact us if additional information is needed.

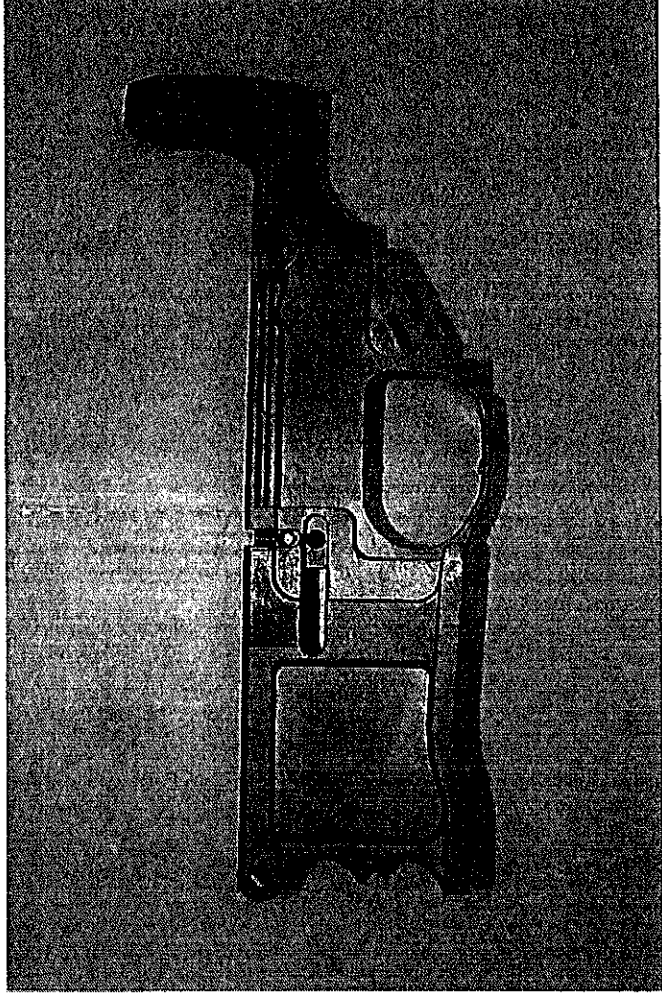
Sincerely yours,
MAC

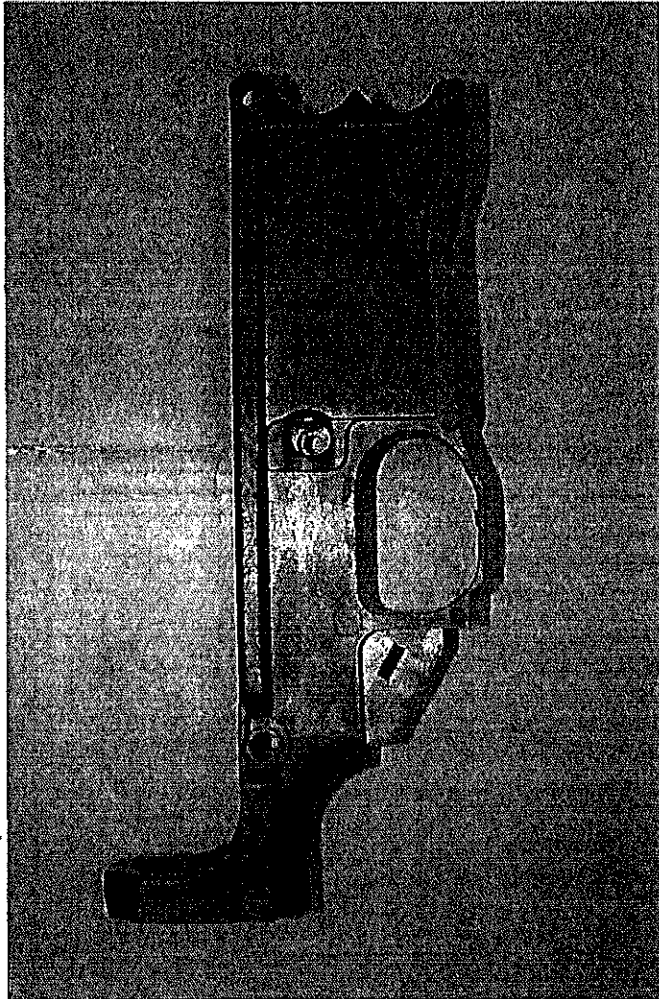


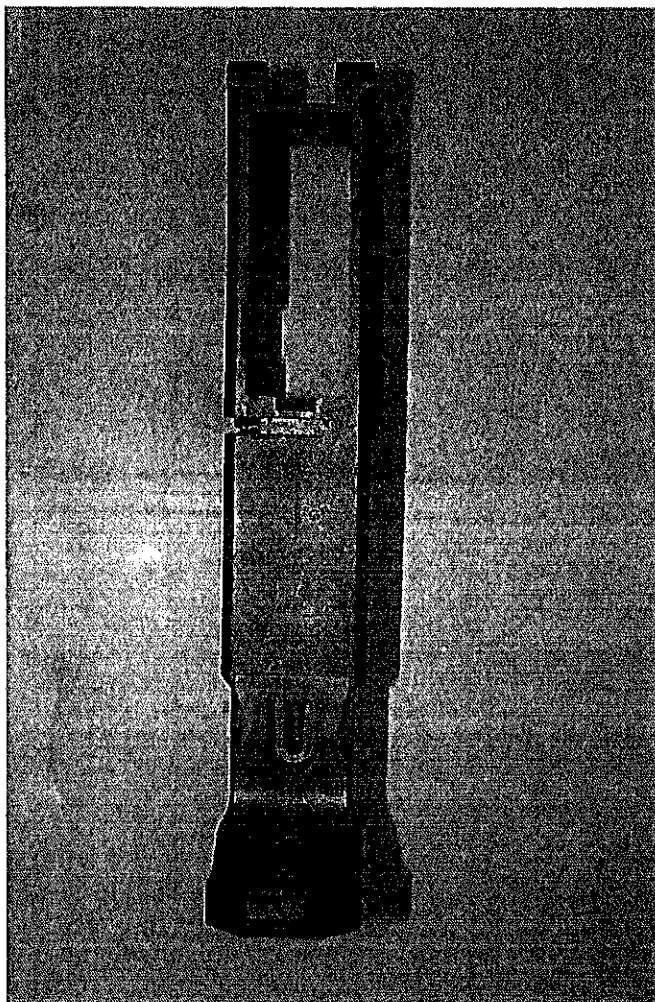
Michael R. Curtis
Chief, Firearms Technology Industry Services Branch

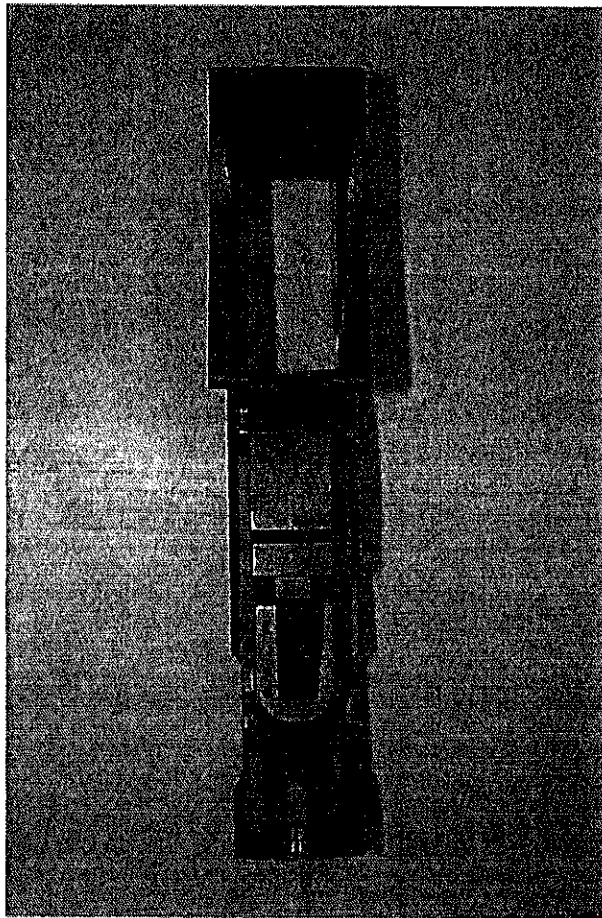
Enclosures

Polymer 80, Inc. WARRHOGG Receiver Blank



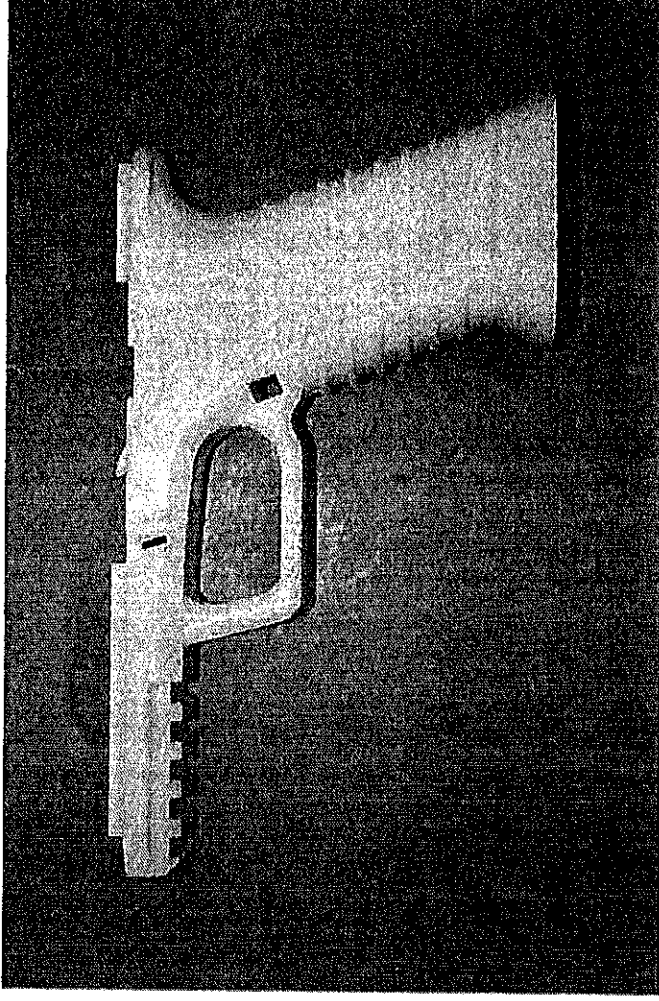


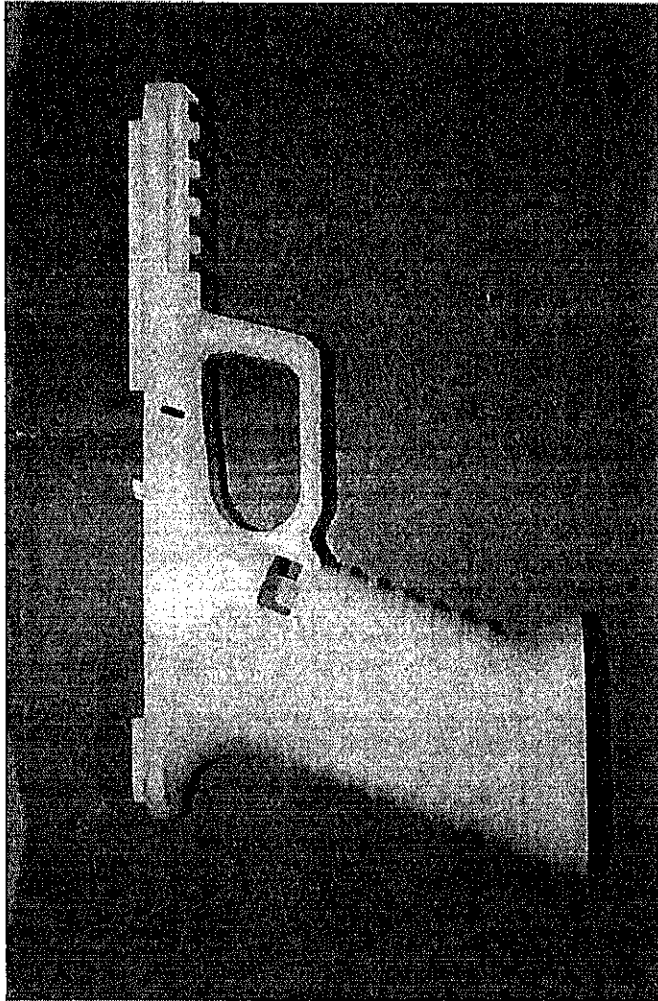


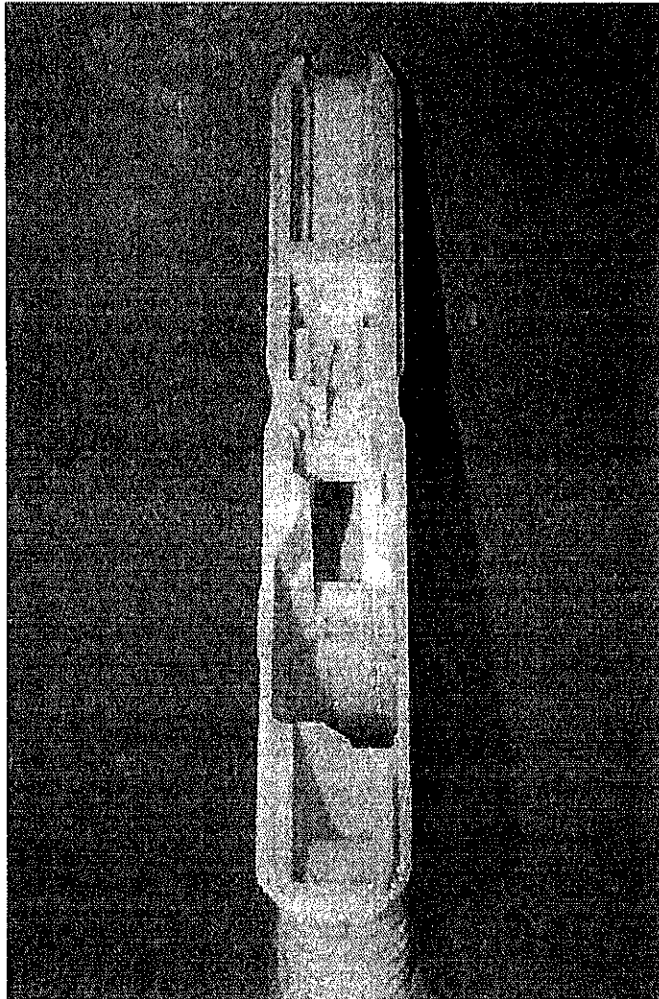


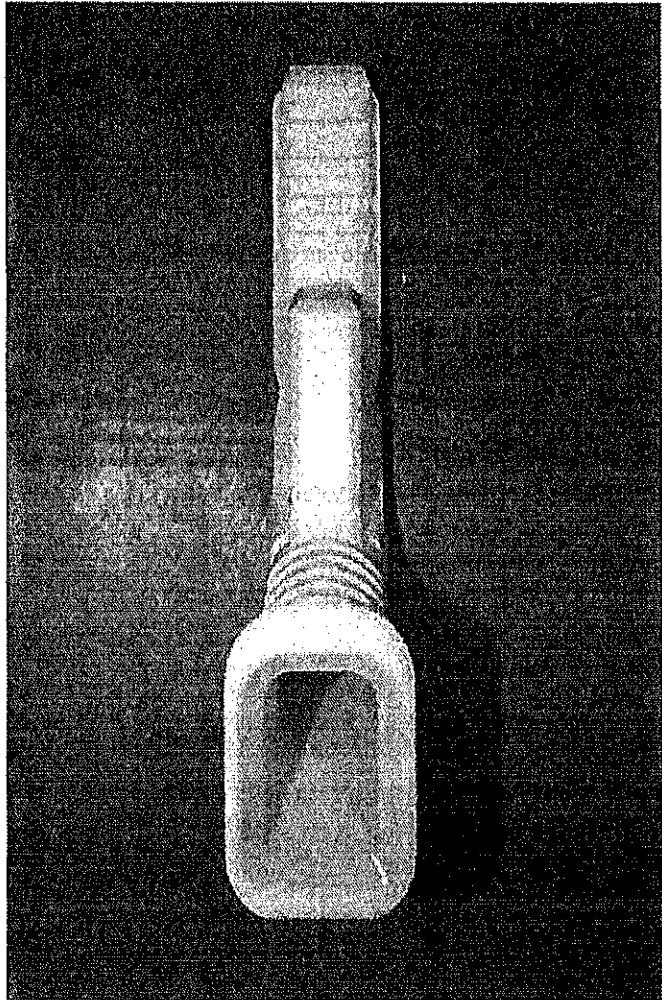


Polymer 80, Inc; GC or CG9 Receiver Blank

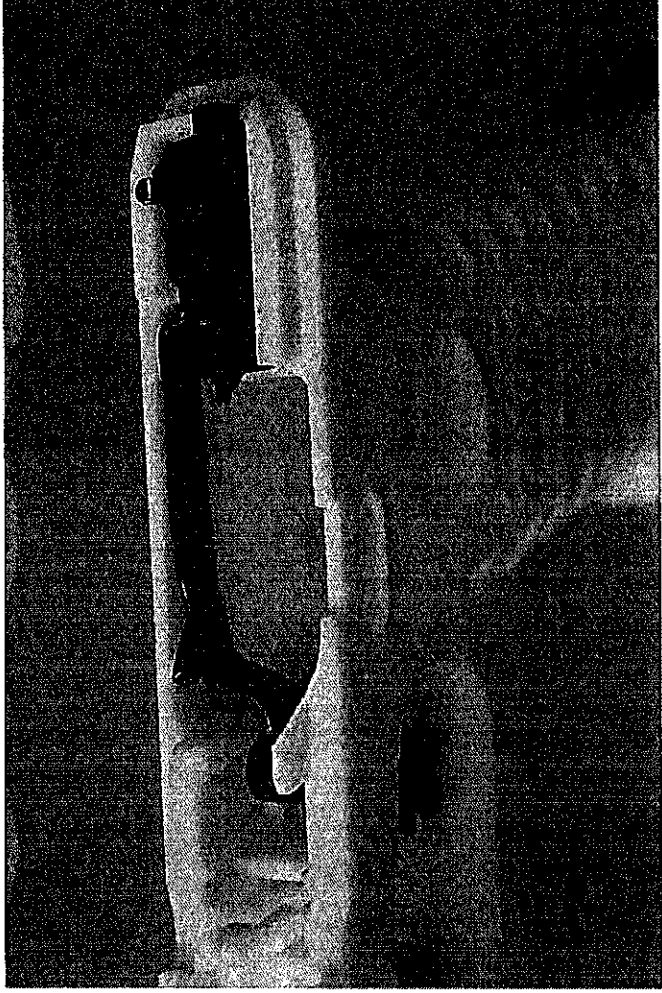




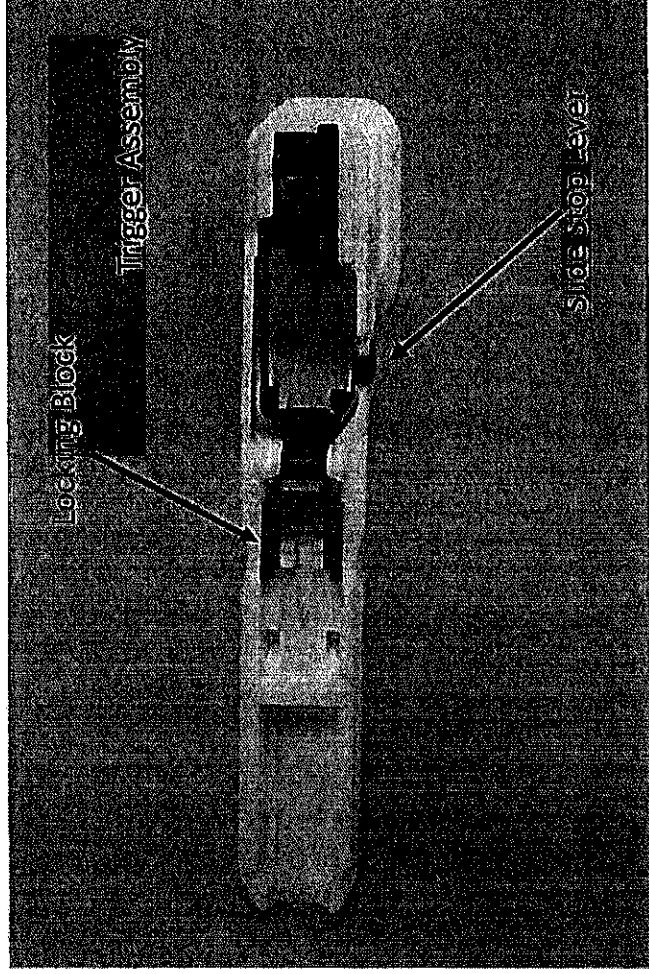




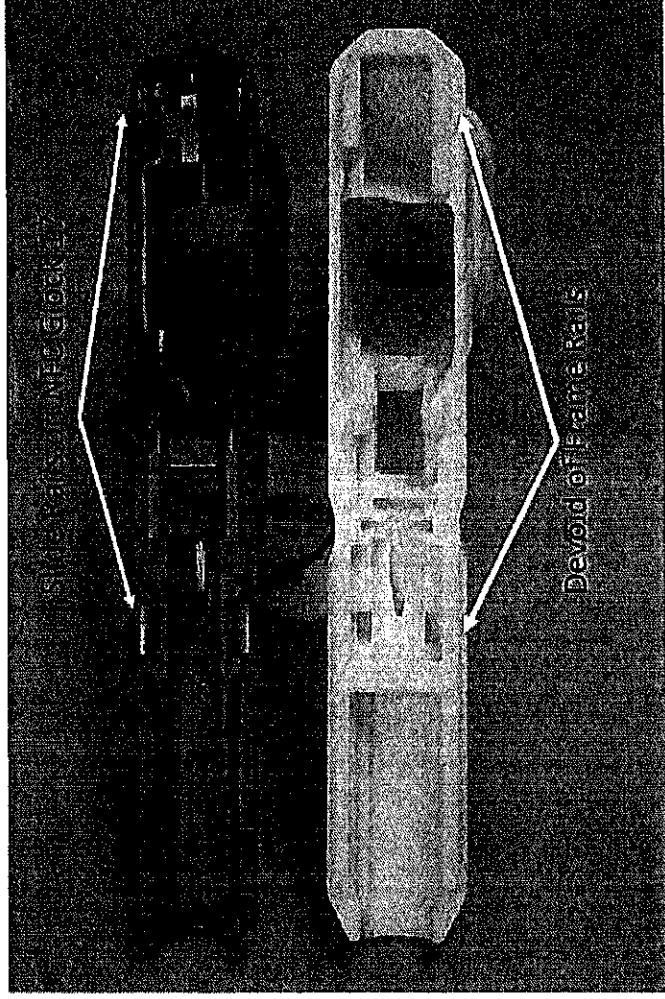
Capable of Accepting Glock 17 Trigger Mechanism and Trigger Bar Assemblies



Capable of Accepting Glock 17 Locking Block, Trigger Assembly and Slide Stop Lever



Internal Frame Comparison to NFC Glock 17



Frame Comparison to NFC Glock 17



EXHIBIT 3



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Martinsburg, WV 25405

www.atf.gov

FEB 20 2010

907010:WJS^{MA}
3311/308032

Mr. Jason Davis
The Law Offices of Davis & Associates
27201 Puerta Real, Suite 300
Temecula, California 92691

Mr. Davis:

This is in reference to your correspondence, with enclosed samples, to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Firearms Technology Industry Services Branch (FTISB). In your letter, you asked for a classification of a Glock-type "PF940V2 Blank" on behalf of your client, Polymer 80 Incorporated (see enclosed photos). Specifically, you wish to know if this item would be classified as a "firearm" under the Gun Control Act of 1968 (GCA). You state that, "we believe the enclosed item is not a firearm",

For your reference in this matter, the amended Gun Control Act of 1968 (GCA), 18 U.S.C. § 921(a)(3), defines the term "firearm" *to include any weapon (including a starter gun) which will or is designed to or may be readily converted to expel a projectile by the action of an explosive...[and]...the frame or receiver of any such weapon...*

Also, 27 CFR § 478.11 defines "firearm frame or receiver". *That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel.*

Also, the GCA, 18 U.S.C. § 921(a)(29), defines "handgun" to include *"a firearm which has a short stock and is designed to be held and fired by the use of a single hand; and (B) any combination of parts from which a firearm described in subparagraph (A) can be assembled.*

In addition, 27 CFR § 478.11 defines a "pistol" to mean *"a weapon originally designed, made and intended to fire a projectile (bullet) from one or more barrels when held in one*

hand, and having (a) a chamber(s) as integral part(s) of, or permanently aligned with, the bore(s); and (b) a short stock designed to be gripped by one hand at an angle to and extending below the line of the bore(s)."

During the examination of your sample "PF940V2", FTISB personnel found that the following machining operations or design features present or completed:

1. Trigger slot.
2. Capable of accepting Glock 17 trigger mechanism housing.
3. Capable of accepting Glock 17 trigger bar.
4. Magazine well.
5. Magazine catch.
6. Accessory rail.
7. Slide-stop lever recess.
8. Magazine catch spring recess.
9. Metal embedded plate in dust cover.

Machining operations or design features not yet present or completed:

1. Trigger-pin hole machined or indexed.
2. Trigger mechanism housing pin machined or indexed.
3. Locking block-pin hole machined or indexed.
4. Devoid of front or rear frame rails.
5. Barrel seat machined or formed.
6. Incapable of accepting Glock locking-block.

It is clear from the above information provided in your correspondence that the submitted sample is only a component used in the assembly of an end-item. Research conducted by FTISB has disclosed that a Polymer 80 Model PF940V2 is being marketed at www.polymer80.com, as depicted in screenshots below:

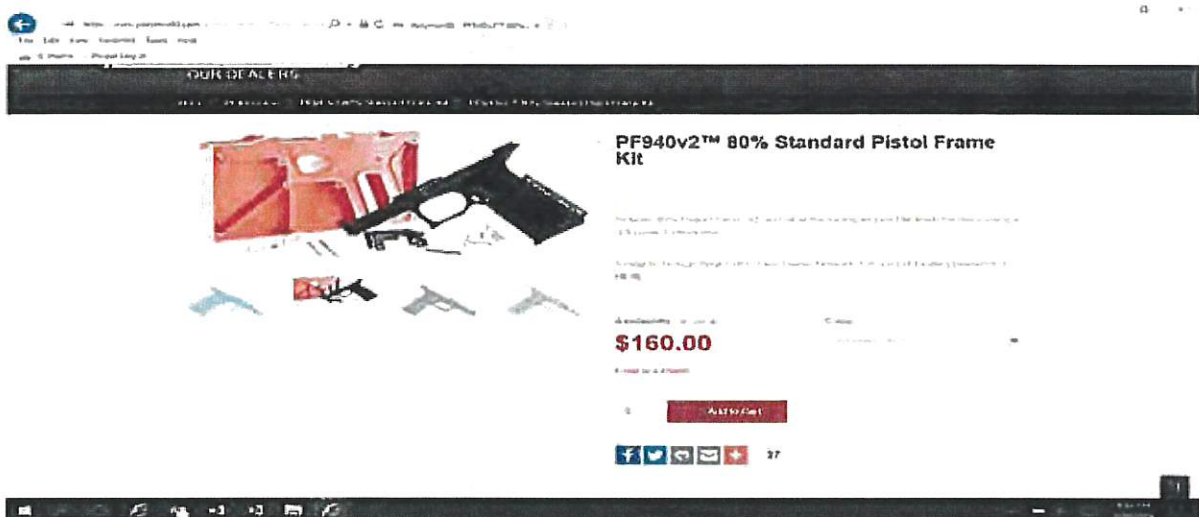




Image of Polymer 80 Model PF940V2 80% Standard Pistol Frame Kit obtained from www.polymer80.com

FTISB also noted the following markings on the submitted sample:

- **PF40V2**
- **MADE IN USA**
- **POLYMER80, INC.**
- **DAYTON, NV**
- **P80**

The following is a description from Polymer 80's website that describes the item and what is included with the purchase of the Polymer 80 Model PF940V2 80% Standard Pistol Frame Kit:

- **The PF940v2™ is compatible with components for 3-pin 9mm G17, 34, 17L; .40S&W G22, 35, 24; and .357Sig G31.**
- **Next Generation Ergonomics and Features**
- **High-Strength Reinforced Polymer Construction**
- **The ReadyMod® frame features a blank grip design that is ready for stippling and other grip customization.**
- **Picatinny/STANAG Compliant Accessory Rail**
- **Blank Serialization Plate**
- **Stainless Steel Locking Block Rail System (LBRST™)**
- **Stainless Steel Drop-In Rear Rail Module (RRM™)**
- **Hardened Pins for LBRST™ and RRM™**
- **Complete Finishing Jig, Drill bits and End Mill Included**

Clearly the submitted sample is simply a component of a larger product. In your correspondence, you reference that "the PF940V2 is missing critical operations necessary to complete the product".

Please note, the *frame* or *receiver* of a firearm is a *firearm* as defined in GCA, 18 U.S.C. § 921(a)(3)(B), and any combination of parts from which a *handgun*, as defined in 18 U.S.C. § 921(a)(29), can be assembled is also a *firearm* as defined in 18 U.S.C. § 921(a)(3).

FTISB will not render a classification on a partial product submission. In order to receive an evaluation and classification of your product, please submit the complete Polymer 80 Model PF940V2 80% Standard Pistol Frame Kit being marketed by your client.

We caution that these findings are based on the sample as submitted. If the design, dimensions, configuration, method of operation, or materials used were changed, our determination would be subject to review. The submitted sample will be returned to you under a separate cover utilizing FEDEX account number 321690653.

We thank you for your inquiry and trust the foregoing has been responsive to your evaluation request.

Sincerely yours,



Michael R. Curtis

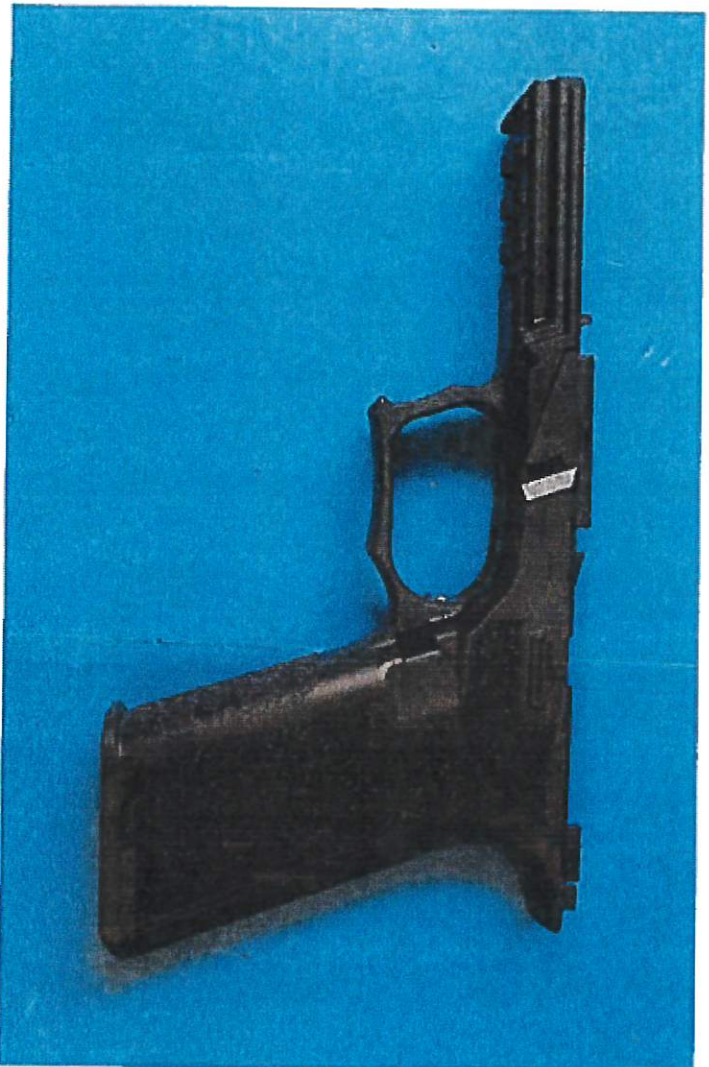
Chief, Firearms Technology Industry Services Branch

Enclosure

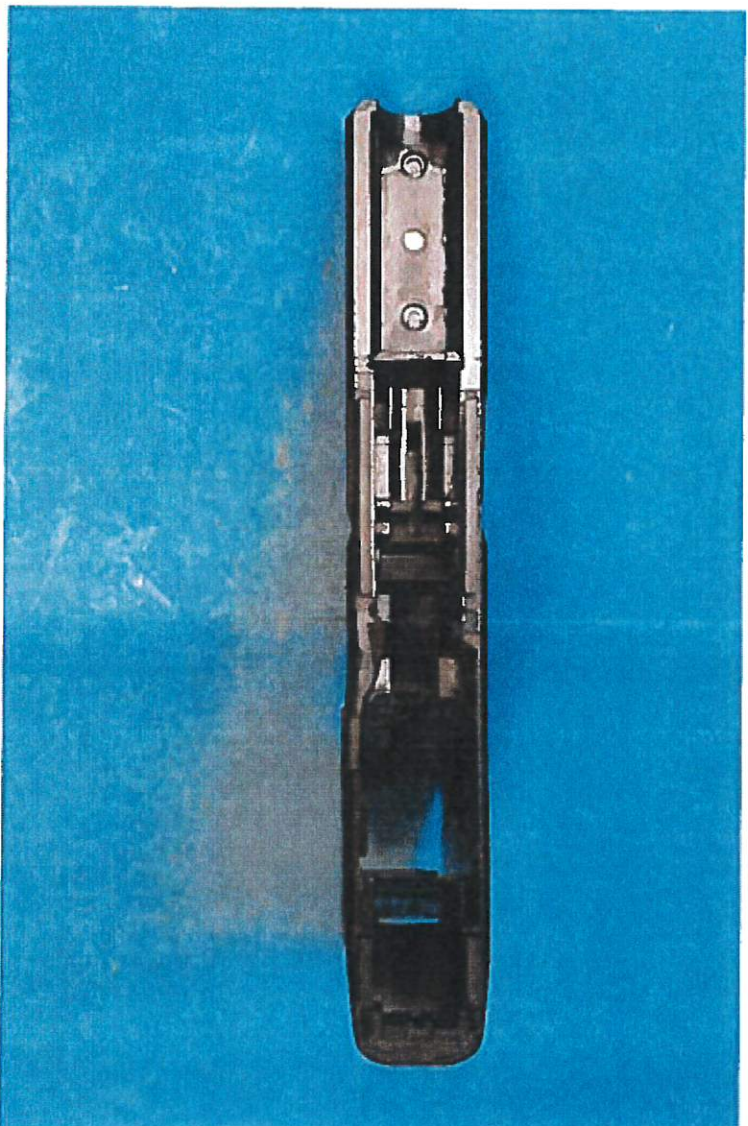
Polymer 80 PF940V2



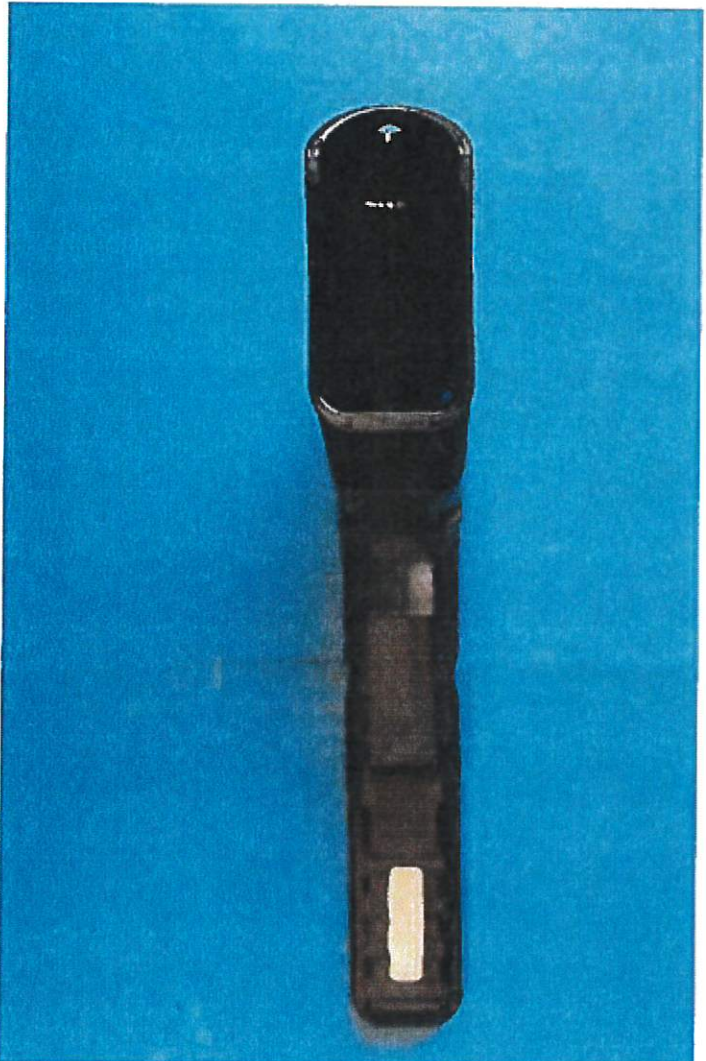
Polymer 80 PF940V2



Polymer 80 PF940V2



Polymer 80 PF940V2





**THE DAVIS
LAW FIRM**

Orange County Office: 27201 Puerta Real, Suite 300, Mission Viejo, California 92691
Temecula Office: 42690 Rio Nedo, Suite F, Temecula, California 92590
Tel: 866-545-4867 / Fax: 888-624-4867 / CalGunLawyers.com

December 11, 2017

EVAL 308-032

Earl Griffith
Bureau of Alcohol, Tobacco, Firearms, and Explosives
Firearms Technology Branch
244 Needy Road
Martinsburg, West Virginia 25405 USA
VIA FED-EX

RECEIVED
DEC 18 2017
BY. FATO

Re: IN RE: POLYMER 80, INC. PF940V2 BLANK ✓

Dear Mr. Griffith:

I write regarding my client, POLYMER 80, INC. (P80) and their intent to manufacture pistol frame blanks. Specifically, we are asking for clarification as to whether the enclosed PF940V2 polymer 9mm ("PF940V2") blank is a "firearm," "firearm frame," or "firearm receiver" as defined in 18 U.S.C. §921(a)(3) or a merely a casting.

We have enclosed an exemplar PF940V2 for your review and examination. The submitted PF940V2 blank is a solid core unibody design made out of a single casting without any core strengthening inserts. Moreover, it is void of any indicators that designate or provide guidance in the completion of the firearm. Significantly, the PF940V2 is nearly identical to the previously submitted PF940C, except in certain dimensions. The ATF classified that submission as a non-firearm. (See ATF letter dated January 18, 2017, 907010:WJS 3211/305402.)

We believe that the enclosed item is not a firearm or a firearm receiver. Nevertheless, in an abundance of caution, we request clarification from the Bureau of Alcohol, Tobacco, Firearms, and Explosives – Firearms Technology Branch.

DEFINITION OF FIREARM

Title I of the Gun Control Act, 18 U.S.C. §§ 921 *et seq.*, primarily regulates conventional firearms (i.e., rifles, pistols, and shotguns). Title II of the Gun Control Act, also known as the National Firearms Act, 26 U.S.C. §§ 5801 *et seq.*, stringently regulates machine guns, short barreled shotguns, and other narrow classes of firearms. "Firearm" is defined in § 921(a)(3) as:

(B) Any weapon (including a starter gun) which will or is designed to or may readily be converted expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

December 11, 2017

Page 2

As noted, the term “firearm” means a “weapon . . . which will or is designed to or may readily be converted to expel a projectile,” and also “the *frame or receiver* of any such weapon.” (18 U.S.C. §921(a)(3).) Both the “designed” definition and the “may readily be converted” definition apply to a weapon that expels a projectile, not to a frame or receiver. A frame or receiver is not a “weapon,” will not and is not designed to expel a projectile, and may not readily be converted to expel a projectile.

The issue therefore becomes whether the raw material “casting,” with the specified features, may constitute a “frame or receiver.”

ATF’s regulatory definition, 27 C.F.R. §478.11, provides: “*Firearm frame or receiver*. That part of a firearm which provides housing for the hammer, bolt or breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel. (The same definition appears in 27 C.F.R. §479.11.) “*Breechblock*” is defined as the locking and cartridge head supporting mechanism of a firearm that does not operate in line with the axis of the bore.” (*Glossary of the Association of Firearms and Toolmark Examiners* (2nd Ed. 1985, 21).)

The statute refers to “the frame or receiver of any such weapon,” not raw material which would require further milling, drilling, and other fabrication to be usable as a frame or receiver. Referring to ATF’s definition in §478.11, an unfinished piece is not a “part” that “provides housing” (in the present tense) for the hammer, bolt, or breechblock, and other components of the firing mechanism, unless and until it is machined to accept these components. The definition does not include raw materials that “would provide housing” for such components “. . . if further machined.”

In ordinary nomenclature, the frame or receiver is a finished part which is capable of being assembled with other parts to put together a firearm.” (*Receiver*. The basic unit of a firearm which houses the firing and breech mechanism and to which the barrel and stock are assembled. *Glossary of the Association of Firearm and Toolmark Examiners* (2nd ed. 1985), 111.) Raw material requires further fabrication. The Gun Control Act recognizes the distinction between “Assembly and “fabrication.” (Compare 18 U.S.C. §921(a)(29) (defining “handgun” in part as “any combination of parts from which a firearm described in subparagraph (A) can be *assembled*”) with §921(a)(24) (referring to “any combination of parts, designed or redesigned, and intended for use in *assembling or fabricating* a firearm silencer or firearm muffler” (emphasis added).) The term “assemble” means “to fit or join together (the parts of something, such as a machine); to assemble the parts of a kit.” (Assemble. *Dictionary.com. Collins English Dictionary - Complete & Unabridged 10th Edition*. HarperCollins Publishers. <http://dictionary.reference.com/browse/assemble> (accessed: January 23, 2013).) The term “fabricate” is broader, as it also synonymous with manufacture: “to make, build, or construct.” (Fabricate. *Dictionary.com. Collins English Dictionary - Complete & Unabridged 10th Edition*. HarperCollins Publishers. [http://dictionary.reference.com/ browse/fabricate](http://dictionary.reference.com/browse/fabricate) (accessed: January 23, 2013).) Thus, drilling, milling, and other machining would constitute fabrication, but assembly more narrowly means putting together parts already fabricated.

Moreover, “Congress did not distinguish between *receivers integrated into an operable weapon and receivers sitting in a box, awaiting installation.*” (*F.J. Vollmer Co., Inc. v. Higgins*, 23 F.3d 448, 450 (D.C. Cir. 1994)(Emphasis added.) The absence of a single hole and the presence of a piece of extra metal may mean that an item is not a frame or receiver.” (*Id.* at 452 (“In the case of the modified HK

December 11, 2017

Page 3

receiver, the critical features were the lack of the attachment block and the presence of a hole"; "welding the attachment block back onto the magazine and filling the hole it had drilled" removed the item from being a machinegun receiver.)

ANALOGOUS DETERMINATIONS

In an analogous situation, ATF has defined a frame or receiver in terms of whether it was "capable of accepting all parts" necessary for firing. Like the term "firearm," the term "machinegun" is also defined to include the "frame or receiver of any such weapon." (26 U.S.C. §5845(b). The same definition is incorporated by reference in 18 U.S.C. §921(a)(3).) The Chief of the ATF Firearms Technology Branch wrote in 1978 concerning a semiautomatic receiver which was milled out to accept a full automatic sear, but the automatic sear hole was not drilled. He opined: "in such a condition, the receiver is not capable of accepting all parts normally necessary for full automatic fire. Therefore, such a receiver is not a machinegun. . . . As soon as the receiver is capable of accepting all parts necessary for full automatic fire, it would be subject to all the provisions of the NFA." (Nick Voinovich, Chief, ATF Firearms Technology Branch, Feb. 13, 1978, T:T:F:CHB, 7540. Similar opinions were rendered by the Chief, ATF Firearms Technology Branch, Aug. 3 1977 (reference number deleted); and C. Michael Hoffman, Assistant Director (Technical and Scientific Services), May 5, 1978, T:T:F:CHB, 15497).)

That being said, the ATF expressed its opinions as to what extent raw material must be machined in order to be deemed a firearm. Specifically, in your letter dated June 12, 2014 (90350:WJS 331/302036) you stated as following in response to a submission from Tactical Machining, LLC:

In general, to be classified as firearms, pistol forgings or castings must incorporate the following critical features:

Slide rails or similar slide-assembly attachment features.
Hammer pin hole.
Sear pin hole.

That letter was responding to two submissions (Sample A and Sample B). Those samples were described as having the following completed:

1. Plunger-tube holes have been drilled.
2. Slide-stop pin hole drilled.
3. Slide-stop engagement area machined.
4. Ejector pin hole drilled.
5. Safety-lock hole drilled.
6. Magazine-catch area machined.
7. Grip-screw bushing holes drilled.
8. Trigger slot machined.
9. Magazine well machined.
10. Main spring housing area machined.
11. Main spring pin hole machined.
12. Sear-spring slot machined.

December 11, 2017

Page 4

The critical machining operations not yet implemented in SAMPLE A and B were as follows:

1. Slide rails cut.
2. Sear pin hole drilled.
3. Hammer pin hole drilled.
4. Barrel seat machined.

The FTB determined that neither Sample A nor B meet the definition of "firearm" presented in GCA, 18 U.S.C. Section 921(a)(3).)

Similarly, the critical machining operations not yet implanted in the PF940V2 are as follows:

1. Drill the locking left block pin hole.
2. Drill the locking right block pin hole.
3. Drill the left trigger pin hole.
4. Drill the right trigger pin hole.
5. Drill the trigger left housing pin hole.
6. Drill the right trigger housing pin hole.
7. Cut the left rail slots in the rear to allow slide installation.
8. Cut the right rail slots in the rear to allow slide installation.
9. Machine the side walls that block slide installation.
10. Machine the cross wall that blocks barrel and recoil spring installation.

Thus, it is clear that the PF940V2 blank lower does not provide housing for the "hammer, bolt or breechblock, and firing mechanism" as required by law. Moreover, like the 1911 submission that was deemed not a "firearm" by the FTB, the PF940V2 is missing critical operations necessary to complete the product. In this regard, the operations performed on the exemplar casting are akin to the 1911 submission deemed not a "firearm" by the FTB. As such, it is our belief that the exemplar casting does not constitute a "receiver" or a "firearm." But, again, we request your clarification on this point: 1) Is it the opinion of the Bureau of Alcohol, Tobacco, Firearms, and Explosives that the enclosed PF940V2 blank is a firearm or firearm frame or receiver.

Thank you for taking the time to address this issue. We look forward to hearing from you. Please let us know if you have any further questions or concerns. **When complete, please return the submitted parts to 42690 Rio Nedo, Suite F, Temecula, CA 92590 via Fed-Ex using account number: 321690653.**

Sincerely,

DAVIS & ASSOCIATES

s/ *Jason Davis*

JASON DAVIS.

ATTACHMENT A

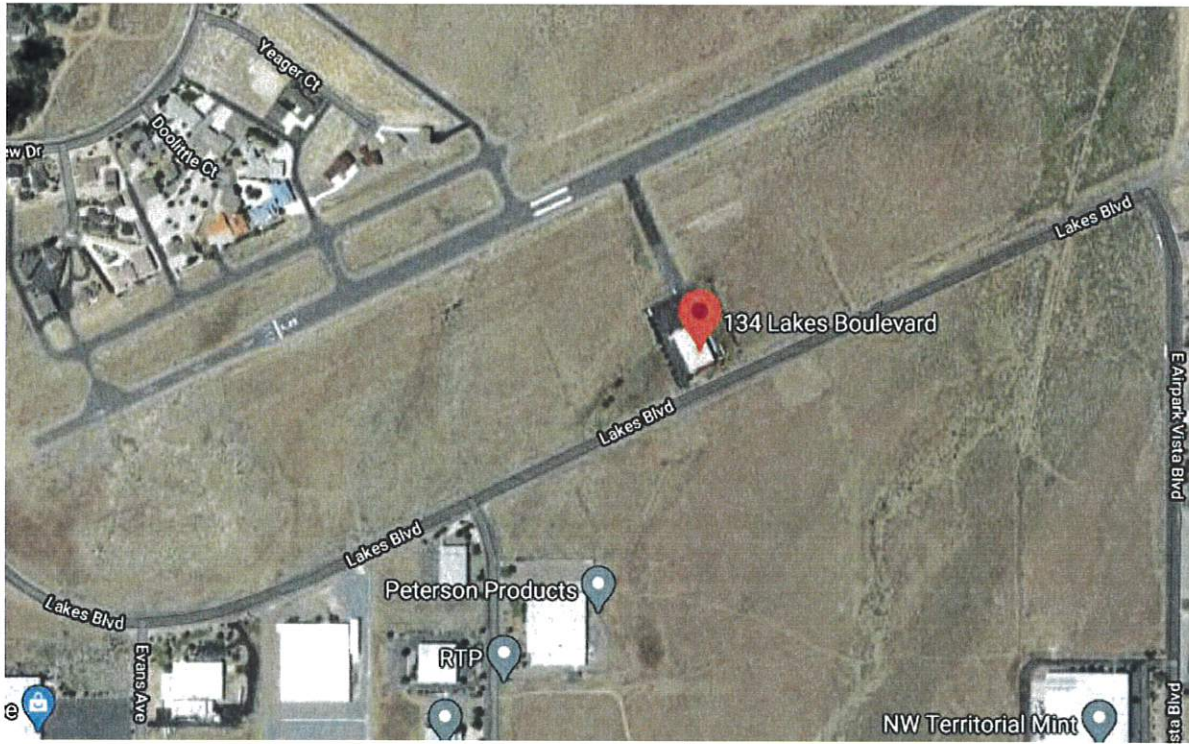
PREMISES TO BE SEARCHED

The business and Federal Firearms Licensee ("FFL") known as POLYMER80, Inc. ("POLYMER80"), which is located at 134 Lakes Blvd, Dayton, NV 89403 (the "SUBJECT PREMISES").

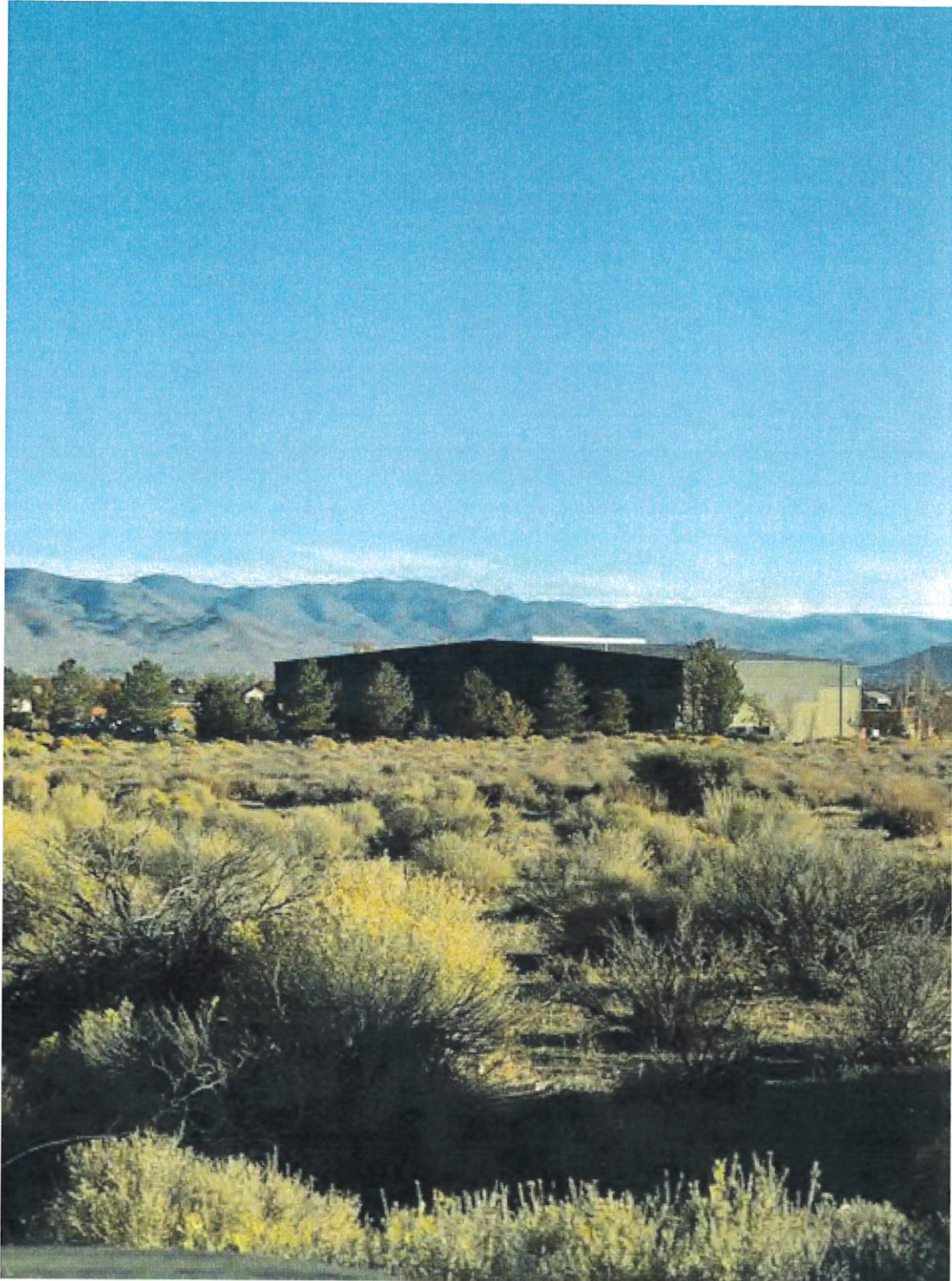
The SUBJECT PREMISES is a three acre plot of land containing a large single story tan and gray building, located on the northwest side of Lakes Blvd, and southeast of the Dayton Air Park airstrip.

The area to be searched at the SUBJECT PREMISES includes all rooms, trash containers, debris boxes, locked containers and safes, cabinets, garages, warehouses, or storage containers or other storage locations assigned to the SUBJECT PREMISES.

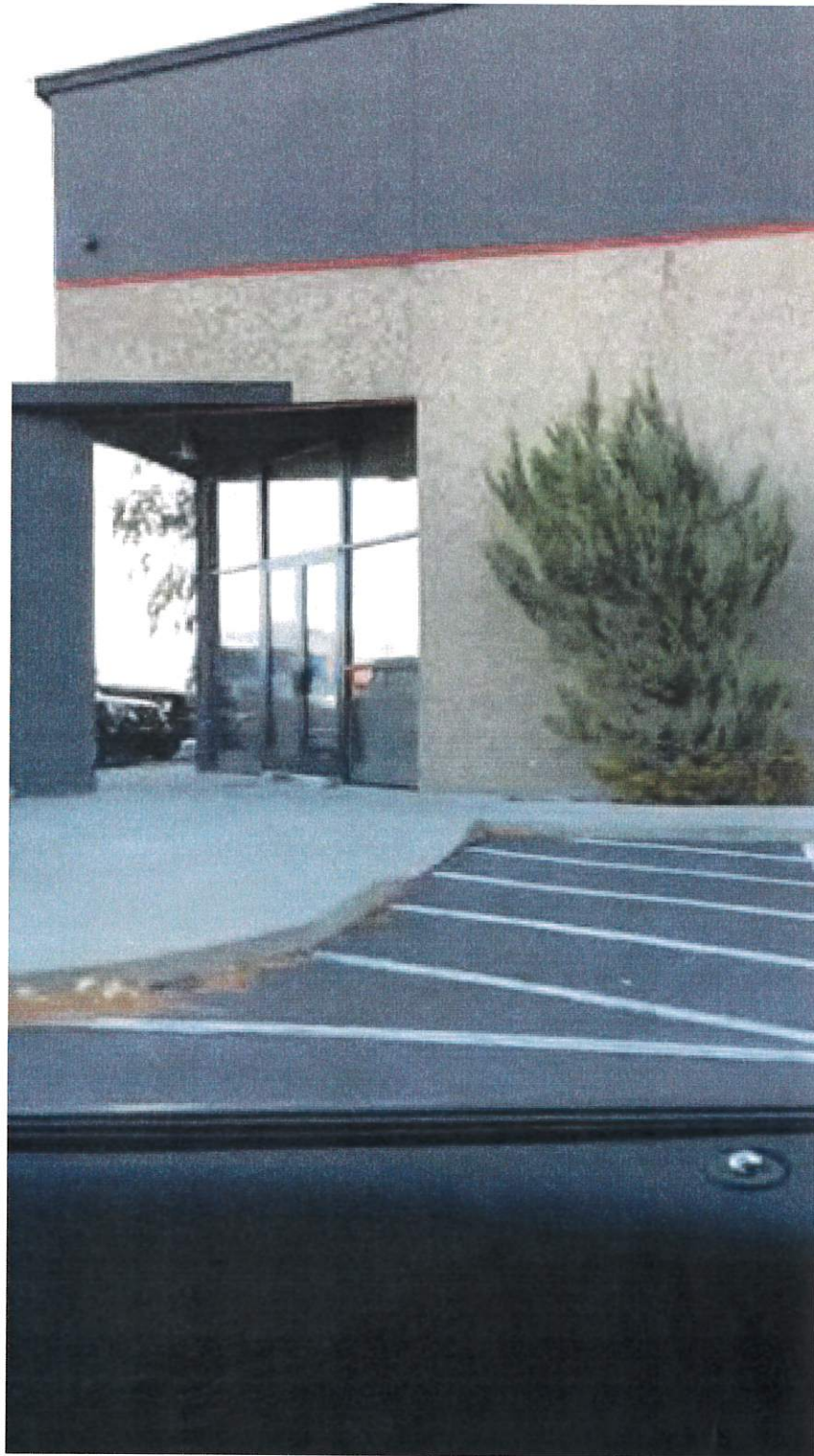
Overhead view of SUBJECT PREMISES



SUBJECT PREMISES



Main Entrance to SUBJECT PREMISES



ATTACHMENT B

I. ITEMS TO BE SEIZED:

1. The items to be seized are evidence, contraband, fruits, or instrumentalities of violations of 18 U.S.C. §§ 922(a)(2) (Shipment or Transport of a Firearm by a Federal Firearms Licensee ("FFL") to a Non-FFL in Interstate or Foreign Commerce); 922(b)(2) (Sale or Delivery of a Firearm in Violation of State Law or Ordinance); 922(b)(3) (Sale or Delivery of a Firearm by an FFL to Person Not Residing in the FFL's State); 922(b)(5) (Sale or Delivery of a Firearm by an FFL Without Notating Required Information in Records); 922(d) (Sale or Disposition of a Firearm to a Prohibited Person); 922(e) (Delivery of a Package Containing a Firearm to a Common Carrier Without Written Notice); 922(g) (Possession of a Firearm by a Prohibited Person); 922(m) (False Records by an FFL); 922(t) (Knowing Transfer of Firearm without a Background Check); 922(z) (Sale, Delivery, or Transfer of a Handgun by an FFL Without a Secure Gun Storage or Safety Device); 371 (Conspiracy); and 22 U.S.C. §§ 2278(b)(2) and (c) and 50 U.S.C. § 4819 (Violations of the Arms Export Control Act and Export Control Regulations) (collectively, the "Subject Offenses"), namely:

a. "Buy, Build, Shoot" kits and components of "Buy, Build, Shoot" kits compiled or arranged in close proximity to one another indicating they were intended to be compiled into "Buy, Build, Shoot" kits;

b. Handguns bearing no serial number;

c. Communications and records concerning the manufacture, design, marketing, sale, shipment, and transfer of "Buy, Build, Shoot" kits;

d. Communications and records concerning federal, state, and local firearms laws and regulations;

e. Communications and records concerning "Buy Build Shoot" kits, or any other similar grouping of components that can be readily assembled into a firearm;

f. Communications and records of payments for and shipments of "Buy Build Shoot" kits or any other similar grouping of components that can be readily assembled into a firearm;

g. Communications and records concerning the sale or shipment of firearms and firearm components to individuals prohibited from possessing firearms;

h. Communications and records concerning the sale or shipment of firearms or firearm components to individuals or locations outside of the United States;

i. Records concerning the sale or transfer of firearms, including FFL Acquisition and Disposition records, ATF Form 4473s, NICS inquiries and background checks, and other records required to be maintained by FFLs;

j. Communications and records concerning the sale or transfer of firearms and firearm components to locations or individuals outside of the United States;

k. Information relating to the identity of the person(s) who communicated about matters discussed above;

1. Any digital device which is itself or which contains evidence, contraband, fruits, or instrumentalities of the Subject Offenses, and forensic copies thereof.

m. With respect to any digital device used to facilitate the above-listed violations or containing evidence falling within the scope of the foregoing categories of items to be seized:

i. evidence of who used, owned, or controlled the device at the time the things described in this warrant were created, edited, or deleted, such as logs, registry entries, configuration files, saved usernames and passwords, documents, browsing history, user profiles, e-mail, e-mail contacts, chat and instant messaging logs, photographs, and correspondence;

ii. evidence of the presence or absence of software that would allow others to control the device, such as viruses, Trojan horses, and other forms of malicious software, as well as evidence of the presence or absence of security software designed to detect malicious software;

iii. evidence of the attachment of other devices;

iv. evidence of counter-forensic programs (and associated data) that are designed to eliminate data from the device;

v. evidence of the times the device was used;

vi. passwords, encryption keys, and other access devices that may be necessary to access the device;

vii. applications, utility programs, compilers, interpreters, or other software, as well as documentation and

manuals, that may be necessary to access the device or to conduct a forensic examination of it;

viii. records of or information about Internet Protocol addresses used by the device;

ix. records of or information about the device's Internet activity, including firewall logs, caches, browser history and cookies, "bookmarked" or "favorite" web pages, search terms that the user entered into any Internet search engine, and records of user-typed web addresses.

2. As used herein, the terms "records," "documents," "programs," "applications," and "materials" include records, documents, programs, applications, and materials created, modified, or stored in any form, including in digital form on any digital device and any forensic copies thereof.

3. As used herein, the term "digital device" includes any electronic system or device capable of storing or processing data in digital form, including central processing units; desktop, laptop, notebook, and tablet computers; personal digital assistants; wireless communication devices, such as telephone paging devices, beepers, mobile telephones, and smart phones; digital cameras; peripheral input/output devices, such as keyboards, printers, scanners, plotters, monitors, and drives intended for removable media; related communications devices, such as modems, routers, cables, and connections; storage media, such as hard disk drives, floppy disks, memory cards, optical disks, and magnetic tapes used to store digital data (excluding analog tapes such as VHS); and security devices.

II. SEARCH PROCEDURE FOR HANDLING POTENTIALLY PRIVILEGED INFORMATION

4. The following procedures will be followed at the time of the search in order to avoid unnecessary disclosures of any privileged attorney-client communications or work product:

Non-Digital Evidence

5. Prior to reading any document or other piece of evidence ("document") in its entirety, law enforcement personnel conducting the investigation and search and other individuals assisting law enforcement personnel in the search (the "Search Team") will conduct a limited review of the document in order to determine whether or not the document appears to contain or refer to communications between an attorney, or to contain the work product of an attorney, and any person ("potentially privileged information"). If a Search Team member determines that a document appears to contain potentially privileged information, the Search Team member will not continue to review the document and will immediately notify a member of the "Privilege Review Team" (previously designated individual(s) not participating in the investigation of the case). The Search Team will not further review any document that appears to contain potentially privileged information until after the Privilege Review Team has completed its review.

6. In consultation with a Privilege Review Team Assistant United States Attorney ("PRTAUSA"), if appropriate, the Privilege Review Team member will then review any document identified as appearing to contain potentially privileged

information to confirm that it contains potentially privileged information. If it does not, it may be returned to the Search Team member. If a member of the Privilege Review Team confirms that a document contains potentially privileged information, then the member will review only as much of the document as is necessary to determine whether or not the document is within the scope of the warrant. Those documents which contain potentially privileged information but are not within the scope of the warrant will be set aside and will not be subject to further review or seizure absent subsequent authorization. Those documents which contain potentially privileged information and are within the scope of the warrant will be seized and sealed together in an enclosure, the outer portion of which will be marked as containing potentially privileged information. The Privilege Review Team member will also make sure that the locations where the documents containing potentially privileged information were seized have been documented.

7. The seized documents containing potentially privileged information will be delivered to the United States Attorney's Office for further review by a PRTAUSA. If that review reveals that a document does not contain potentially privileged information, or that an exception to the privilege applies, the document may be returned to the Search Team. If appropriate based on review of particular documents, the PRTAUSA may apply to the court for a finding with respect to the particular documents that no privilege, or an exception to the privilege, applies.

Digital Evidence

8. The Search Team will search for digital devices capable of being used to facilitate the Subject Offenses or capable of containing data falling within the scope of the items to be seized. The Privilege Review Team will then review the identified digital devices as set forth herein. The Search Team will review only digital device data which has been released by the Privilege Review Team.

9. The Privilege Review Team will, in their discretion, either search the digital device(s) on-site or seize and transport the device(s) to an appropriate law enforcement laboratory or similar facility to be searched at that location.

10. The Privilege Review Team and the Search Team shall complete both stages of the search discussed herein as soon as is practicable but not to exceed 180 days from the date of execution of the warrant. The government will not search the digital device(s) beyond this 180-day period without obtaining an extension of time order from the Court.

11. The Search Team will provide the Privilege Review Team with a list of "privilege key words" to search for on the digital devices, to include specific words like names of any identified attorneys or law firms or their email addresses, and generic words such as "privileged" or "work product". The Privilege Review Team will conduct an initial review of the data on the digital devices using the privilege key words, and by using search protocols specifically chosen to identify documents or data containing potentially privileged information. The

Privilege Review Team may subject to this initial review all of the data contained in each digital device capable of containing any of the items to be seized. Documents or data that are identified by this initial review as not potentially privileged may be given to the Search Team.

12. Documents or data that the initial review identifies as potentially privileged will be reviewed by a Privilege Review Team member to confirm that they contain potentially privileged information. Documents or data that are determined by this review not to be potentially privileged may be given to the Search Team. Documents or data that are determined by this review to be potentially privileged will be given to the United States Attorney's Office for further review by a PRTAUSA. Documents or data identified by the PRTAUSA after review as not potentially privileged may be given to the Search Team. If, after review, the PRTAUSA determines it to be appropriate, the PRTAUSA may apply to the court for a finding with respect to particular documents or data that no privilege, or an exception to the privilege, applies. Documents or data that are the subject of such a finding may be given to the Search Team. Documents or data identified by the PRTAUSA after review as privileged will be maintained under seal by the investigating agency without further review absent subsequent authorization.

13. The Search Team will search only the documents and data that the Privilege Review Team provides to the Search Team at any step listed above in order to locate documents and data that are within the scope of the search warrant. The Search

Team does not have to wait until the entire privilege review is concluded to begin its review for documents and data within the scope of the search warrant. The Privilege Review Team may also conduct the search for documents and data within the scope of the search warrant if that is more efficient.

14. In performing the reviews, both the Privilege Review Team and the Search Team may:

- a. search for and attempt to recover deleted, "hidden," or encrypted data;
- b. use tools to exclude normal operating system files and standard third-party software that do not need to be searched; and
- c. use forensic examination and searching tools, such as "EnCase" and "FTK" (Forensic Tool Kit), which tools may use hashing and other sophisticated techniques.

15. Neither the Privilege Review Team nor the Search Team will seize contraband or evidence relating to other crimes outside the scope of the items to be seized without first obtaining a further warrant to search for and seize such contraband or evidence.

16. If the search determines that a digital device does not contain any data falling within the list of items to be seized, the government will, as soon as is practicable, return the device and delete or destroy all forensic copies thereof.

17. If the search determines that a digital device does contain data falling within the list of items to be seized, the

government may make and retain copies of such data, and may access such data at any time.

18. If the search determines that a digital device is (1) itself an item to be seized and/or (2) contains data falling within the list of other items to be seized, the government may retain the digital device and any forensic copies of the digital device, but may not access data falling outside the scope of the other items to be seized (after the time for searching the device has expired) absent further court order.

19. The government may also retain a digital device if the government, prior to the end of the search period, obtains an order from the Court authorizing retention of the device (or while an application for such an order is pending), including in circumstances where the government has not been able to fully search a device because the device or files contained therein is/are encrypted.

20. After the completion of the search of the digital devices, the government shall not access digital data falling outside the scope of the items to be seized absent further order of the Court.

21. The review of the electronic data obtained pursuant to this warrant may be conducted by any government personnel assisting in the investigation, who may include, in addition to law enforcement officers and agents, attorneys for the government, attorney support staff, and technical experts. Pursuant to this warrant, the investigating agency may deliver a complete copy of the seized or copied electronic data to the

custody and control of attorneys for the government and their support staff for their independent review.

22. In order to search for data capable of being read or interpreted by a digital device, law enforcement personnel are authorized to seize the following items:

a. Any digital device capable of being used to commit, further, or store evidence of the Subject Offenses listed above;

b. Any equipment used to facilitate the transmission, creation, display, encoding, or storage of digital data;

c. Any magnetic, electronic, or optical storage device capable of storing digital data;

d. Any documentation, operating logs, or reference manuals regarding the operation of the digital device or software used in the digital device;

e. Any applications, utility programs, compilers, interpreters, or other software used to facilitate direct or indirect communication with the digital device;

f. Any physical keys, encryption devices, dongles, or similar physical items that are necessary to gain access to the digital device or data stored on the digital device; and

g. Any passwords, password files, biometric keys, test keys, encryption codes, or other information necessary to access the digital device or data stored on the digital device.

23. The special procedures relating to digital devices found in this warrant govern only the search of digital devices

pursuant to the authority conferred by this warrant and do not apply to any search of digital devices pursuant to any other court order.

APPENDIX B

STATUTE OF LIMITATIONS TOLLING AGREEMENT

This Statute of Limitations Tolling Agreement (“Tolling Agreement”) is entered into between **Polymer80, Inc.** (“Polymer80”), both individually and by and through its counsel, and the **United States Attorney’s Office for the Central District of California** (“USAO”), in connection with a federal grand jury investigation of Polymer80 presently pending in the Central District of California. This Tolling Agreement is entered into for the purpose of supporting and implementing the Cooperation Agreement attached hereto and incorporated by reference. It is the intent of the parties to effectively waive and toll any applicable statutes of limitations for the investigation and potential criminal violations described below for a period of three calendar years from the date that the Cooperation Agreement is signed and executed by all parties thereto (“the effective date of the Cooperation Agreement”).

1. Polymer80, their counsel, and the USAO acknowledge that it is their mutual intention for this Tolling Agreement to constitute a waiver and tolling of any federal statute of limitations (including, but not limited to, 18 U.S.C. § 3282) for any violation of federal law described herein.

2. This Tolling Agreement applies to any prosecution of any federal criminal offenses, and allegations thereof, arising from or relating to, in any way, Polymer80’s manufacture, sale, or transfer of “Buy, Build, Shoot” firearms kits, including conspiring with and aiding and abetting others to do so (the “Subject Activities”). It also applies to all federal forfeiture actions that may be based on such federal criminal offenses.

3. Such violations of federal law may include, but are not limited to, violations of 18 U.S.C. §§ 922(a)(2) (Shipment or Transport of a Firearm by an FFL to a Non-FFL in Interstate or Foreign Commerce); 922(b)(2) (Sale or Delivery of a Firearm by an FFL in Violation of State Law or Ordinance); 922(b)(3) (Sale or Delivery of a Firearm by an FFL to Person Not Residing in the FFL’s State); 922(b)(5) (Sale or Delivery of a Firearm by an FFL Without Notating Required Information in Records); 922(d) (Sale or Disposition of a Firearm to a Prohibited Person); 922(e) (Delivery of a Package Containing a Firearm to a Common Carrier Without Written Notice); 922(g) (Possession of a Firearm by a Prohibited Person); 922(m) (False Records by an FFL); 922(t) (Knowing Transfer of Firearm without a Background Check); 922(z) (Sale, Delivery, or Transfer of a Handgun by an FFL Without a Secure Gun Storage or Safety Device); 371 (Conspiracy); and 22 U.S.C. §§ 2278(b)(2) and (c) and 50 U.S.C. § 4819 (Violations of the Arms Export Control Act and Export Control Regulations).

4. The parties to this Tolling Agreement hereby agree and stipulate that the period beginning on the effective date of the Cooperation Agreement, through a period of three calendar years (the “Tolling Period”), shall be excluded from any calculation of time for purposes of the application of any federal statute of limitations.

5. The parties to this Tolling Agreement further agree and stipulate that the running of any federal statute of limitations or any similar equitable doctrine for any alleged violation of federal law shall be tolled during the Tolling Period.

6. The Parties to this Tolling Agreement further agree and stipulate that the Tolling Period shall not be considered or assessed against the USAO for purposes of any constitutional, statutory, or other challenge involving a claim of pre-indictment delay relating to any alleged violation of any relevant federal law.

7. Polymer80, having been advised by its counsel of the potential consequences of this Tolling Agreement to its rights under the Fifth and Sixth Amendments of the United States Constitution, the federal statutes of limitations, and Rule 48(b) of the Federal Rules of Criminal Procedure, expressly, knowingly, and voluntarily waives its right to raise any defense based on the failure of a federal grand jury or the USAO to charge Polymer80 during the Tolling Period with any violation of federal law arising from the Subject Activities, or the failure to institute forfeiture proceedings against Polymer80 or against any of its assets during the Tolling Period.

8. It is understood by the parties to this Tolling Agreement that nothing in this Tolling Agreement revives any criminal charges for which the applicable statute of limitations ran prior to the date of this Tolling Agreement.

9. The parties hereby agree and stipulate that this Tolling Agreement shall be admitted in connection with any relevant motion or pretrial hearing, without the need to call a witness or otherwise to lay a foundation to admit this Tolling Agreement.

10. This Tolling Agreement does not limit or affect the right or discretion of the USAO, or any other component of the United States Department of Justice, to seek or initiate criminal charges or any civil, regulatory, or administrative proceedings against Polymer80 based upon the violation of any federal law or regulation at any time.

11. This Tolling Agreement may be executed in counterparts and transmitted by facsimile and/or electronic copy, each of which counterparts will be deemed to be an original and which taken together will constitute the Tolling Agreement.

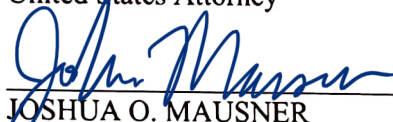
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12. This Tolling Agreement represents the entire agreement of the parties and shall only be modified by written amendment.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA


E. MARTIN ESTRADA
United States Attorney



JOSHUA O. MAUSNER
Assistant United States Attorney
Deputy Chief, General Crimes Section

10/21/2022
Date

I have read this Tolling Agreement, and carefully reviewed every part of it with the attorneys for Polymer80. As the representative of Polymer80, I represent that I have authority to act for and on behalf of the corporation. I understand the terms of this Tolling Agreement, including the criminal statutes cited above, and hereby agree to waive the statutes of limitations. Further, I have consulted with the corporation's attorneys and fully understand the corporation's rights that may apply to this matter. No other promises or inducements have been made to the corporation, other than those set forth in this Tolling Agreement. In addition, no one has threatened or forced me or any member of the corporation in any way to enter into this Tolling Agreement. Finally, I am satisfied with the representation of the corporation's attorneys in this matter.

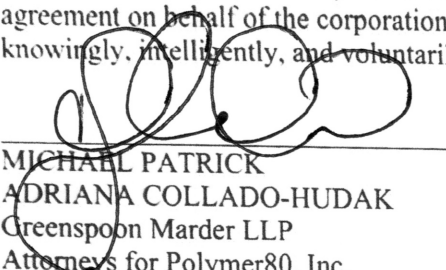


LORAN KELLEY JR.
Chief Executive Officer
Polymer80, Inc.

10/21/2022
Date

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We are the attorneys for Polymer80. We have carefully reviewed every part of this Tolling Agreement with Loran Kelley Jr., Chief Executive Officer of Polymer80, and have explained to them the statutes cited above as to which they have agreed to toll the statutes of limitations. To the best of my knowledge, Loran Kelley Jr. has authority to enter into this agreement on behalf of the corporation, and Polymer80 is entering into this Tolling Agreement knowingly, intelligently, and voluntarily.



MICHAEL PATRICK
ADRIANA COLLADO-HUDAK
Greenspoon Marder LLP
Attorneys for Polymer80, Inc.

10/24/22

Date

EXHIBIT H

1 HYDEE FELDSTEIN SOTO, City Attorney (SBN 106866)
2 MICHAEL J. BOSTROM, Sr. Assistant City Attorney (SBN 211778)
3 CHRISTOPHER S. MUNSEY, Deputy City Attorney (SBN 267061)
4 TIFFANY TEJEDA-RODRIGUEZ, Deputy City Attorney (SBN 298941)
5 **OFFICE OF THE LOS ANGELES CITY ATTORNEY**
6 200 North Main Street, 6th Floor
7 Los Angeles, CA 90012
8 Telephone: (213) 978-1867
9 Email: tiffany.tejeda-rodriguez@lacity.org

10 *Additional Counsel Appearances on the next page*

11 Attorneys for Plaintiff,
12 The People of the State of California

13 ***NO FEE – Cal. Govt. Code § 6103***

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 THE PEOPLE OF THE STATE OF
17 CALIFORNIA,

18 Plaintiff,

19 v.

20 POLYMER80, INC., a Nevada corporation;
21 DAVID BORGES, an individual; LORAN
22 KELLEY, an individual,

23 Defendants.

CASE NO. 21STCV06257

**THE PEOPLE’S RESPONSES AND
OBJECTIONS TO DEFENDANT
POLYMER 80, INC.’S SPECIAL
INTERROGATORIES, SET ONE**

Assigned for All Purposes to
The Hon. Daniel S. Murphy
Dept. 32

Complaint filed: February 17, 2021
Trial Date: March 14, 2023

24 **PROPOUNDING PARTY: POLYMER 80, INC.**

25 **RESPONDING PARTY: THE PEOPLE OF THE STATE OF CALIFORNIA**

26 **SET NUMBER: ONE**

27
28 06305-00002/13831666.1

**THE PEOPLE’S RESPONSES AND OBJECTIONS TO DEFENDANT POLYMER 80, INC.’S
SPECIAL INTERROGATORIES, SET ONE**

1 *Additional Counsel of Record:*

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6 865 South Figueroa Street, 10th Floor
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1 **PROPOUNDING PARTY:** Polymer80, Inc., David Borges, Loran Kelley

2 **RESPONDING PARTY:** The People of the State of California

3 **SET NO.:** One (1)

4 Pursuant to California Code of Civil Procedure Section 2031.010 *et seq.*, Plaintiff the
5 People of the State of California, by and through its undersigned counsel, hereby makes these
6 responses and objections (the “Responses”) to Defendants’ Special Interrogatories to Plaintiff, Set
7 One (1), propounded on November 9, 2022 (the “Interrogatories”) in the above-captioned action.

8 **PRELIMINARY STATEMENT**

9 1. The People’s investigation is ongoing. Defendants have not completed their production of
10 documents, and the People reserve the right to amend, modify, and/or supplement these objections
11 and responses. The People’s Responses reflect only the current state of their knowledge regarding
12 the information Defendants have requested. Further investigation may identify additional facts or
13 information that could lead to amendments to these Responses. Further, these Responses are
14 given without prejudice to using at trial subsequently discovered information or information
15 omitted from these Responses as a result of mistake, error, oversight, or inadvertence.

16 2. The People make these Responses without intending to waive, but on the contrary,
17 intending to preserve: (a) the right to object to the use or introduction into evidence of any
18 documents or information provided in response to the Interrogatories; (b) the right to object to the
19 use of documents or information provided in response to the Interrogatories in any subsequent
20 proceeding in, or the trial of, this or any other action; and (c) the right to object to further
21 discovery into any of the subject matters addressed herein.

22 3. These Responses are based on the People’s understanding of the Interrogatories. To the
23 extent any party asserts an interpretation of the Interrogatories that is inconsistent with the
24 People’s understanding, the People reserve the right to amend their Responses.

25 4. Nothing contained in any Response shall be deemed to be an admission, concession, or
26 waiver by the People as to the relevance, materiality, or admissibility of any document,
27 information, or subject matter.

28 06305-00002/13831666.1

1 **GENERAL OBJECTIONS**

2 The People object to the Interrogatories (including, without limitation, the Definitions
3 therein) to the extent that they purport to impose requirements beyond those set forth in the
4 California Code of Civil Procedure, any applicable case law, and/or relevant court orders.

5 1. The People object to the Interrogatories to the extent they seek information that is not
6 relevant to the subject matter of this action and not reasonably calculated to lead to the discovery
7 of admissible evidence.

8 2. The People object to the Interrogatories to the extent they are vague, ambiguous, or
9 overbroad and therefore unduly burdensome and/or harassing and to the extent they fail to identify
10 with particularity the information sought.

11 3. The People object to the Interrogatories to the extent they seek information protected from
12 disclosure by the attorney-client privilege, attorney work product doctrine, common interest
13 doctrine, or any other applicable law, privilege, immunity, doctrine or other ground for limiting
14 disclosure. Any inadvertent disclosure of privileged information shall not constitute a waiver of
15 any applicable law, privilege, immunity, doctrine, or other ground for limiting disclosure.

16 4. The People object to the Interrogatories to the extent that they purport to require
17 unreasonably costly and/or time-consuming efforts to locate and produce non-privileged
18 responsive documents.

19 5. The people object to the Interrogatories as unduly burdensome to the extent that they seek
20 information or the production of any document that is already within the possession of
21 Defendants. The People further object to the Interrogatories to the extent that they seek
22 information or documents that are available to Defendants from public sources, equally accessible
23 to Defendants from alternate sources that are more convenient, less burdensome or less expensive,
24 or more properly obtained by deposition or other discovery device.

25 6. The People object to the Interrogatories to the extent that they seek privileged documents
26 and information, including drafts, that: (1) were prepared, generated, or received for or in
27 anticipation of litigation; (2) constitute attorney work product; (3) contain confidential attorney-

1 client communications that are protected from disclosure by the attorney-client privilege; and/or
2 (4) contain information that is protected by any other applicable privilege or rule of privacy,
3 immunity, protection, or restriction that renders such information otherwise non-discoverable. If
4 the People produce information or documents protected from disclosure by the attorney work
5 product doctrine, attorney-client privilege, and/or any other legally recognized privilege,
6 immunity, or exemption from production, such production is inadvertent and does not constitute a
7 waiver of any privilege or protection existing under law. The People expressly reserve the right to
8 demand the return of any document or information protected from disclosure that has been
9 inadvertently produced.

10 7. The People further object to the Interrogatories, including the Definitions therein, to the
11 extent that they purport to require the People to produce any document not in their own
12 possession, custody, or control, or that cannot be located by a reasonably diligent, good faith
13 review of its files. Where the People agree to provide information or produce documents, the
14 People will produce documents in their possession, custody, or control, and not that of any other
15 party or person, pursuant to their obligations in the California Code of Civil Procedure.

16 8. The People object to the definition of PLAINTIFF, YOU, and YOUR to the extent the
17 terms are defined to include any entity beyond the People, including counsel. The People will
18 respond to these Interrogatories based on their obligations, as set forth in *People ex rel. Lockyer v.*
19 *Superior Court*, 122 Cal. App. 4th 1060 (2004), by providing information and/or searching
20 documents in the possession, custody, and control of the members of the City Attorney's Office
21 (*i.e.*, the investigative agency) and outside counsel who are or have at any time been part of the
22 City Attorney's Office investigation of the People's claims against Defendants. Thus, to the
23 extent Defendants seek information or documents not in the possession, custody, and control of
24 the members of the City Attorney's Office and outside counsel who are or have at any time been
25 part of the City Attorney's Office investigation of Defendants or prosecution of this case, they
26 must seek that information and those documents through third-party subpoenas. *See Lockyer*, 122
27 Cal. App. 4th at 1080.

1 9. Each of the foregoing General Objections is incorporated by reference into the Specific
2 Objections set forth below.

3 **SPECIFIC OBJECTIONS AND RESPONSES TO SPECIAL INTERROGATORIES**

4 **SPECIAL INTERROGATORY NO. 1**

5 IDENTIFY and/or DESCRIBE and/or state and/or provide a computation of the monetary
6 remedies YOU allege PLAINTIFF is entitled to based upon the allegations in the COMPLAINT,
7 including itemized by cause of action and any laws, statutes, regulations, etc. that YOU allege
8 defendants purportedly violated as set forth in the COMPLAINT.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

10 In addition to the foregoing General Objections, which are incorporated herein by
11 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
12 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
13 or any other applicable privilege or protection. The People further object to this Interrogatory to
14 the extent that it seeks expert discovery prematurely. The People further object that this
15 Interrogatory is vague and ambiguous in its use of the term “etc.” Discovery and the People’s
16 investigation in this action are ongoing. The following responses reflect the information
17 reasonably available to the People at this time. The People reserve the right to amend or
18 supplement these responses as necessary or appropriate.

19 Without waiving the foregoing objections, the People respond as follows: For the First
20 Cause of Action, the People seek a statutory penalty of up to \$2,500 for each of Defendants’
21 violations of Business and Professions Code section 17200. These violations include the
22 following conduct:

- 23 • Selling FRAME OR RECEIVER KITS, which are firearms under Federal law, into
24 California without performing background checks;
25 • Shipping FRAME OR RECEIVER KITS, which are firearms, directly to purchasers in
26 California;

- 1 • Selling and delivering FRAME OR RECEIVER KITS, which are firearms, to purchasers
2 in California from out of state;
- 3 • Selling unserialized FRAME OR RECEIVER KITS, which are firearms, into California;
- 4 • Selling FRAME OR RECEIVER KITS, which are firearms, to purchasers in California
5 who did not appear in person and did not submit the affidavit and law enforcement
6 notification required by the Gun Control Act (“GCA”);
- 7 • Selling FRAME OR RECEIVER KITS, which are firearms, to persons in California who
8 were prohibited from owning firearms, including minors and convicted felons;
- 9 • Selling pistol frame kits, including BBS pistol kits, which are handguns, to purchasers in
10 California without providing a secure gun storage or safety device;
- 11 • Aiding and abetting the manufacture, sale, importation, and distribution of unsafe
12 handguns in California by selling pistol frame kits and BBS pistol kits to consumers in
13 California who built or attempted to build those kits into handguns, by providing
14 instructions about how to assemble handguns from pistol frame kits and BBS pistol kits to
15 consumers in California, by giving support and guidance to consumers in California who
16 were building or attempting to build handguns from pistol frame kits and BBS pistol kits,
17 and by supplying pistol frame kits and BBS pistol kits to persons in California who
18 imported them for sale, kept them for sale, offered or exposed them for sale, gave, or lent
19 them to others;
- 20 • Aiding and abetting the manufacture, sale, and distribution of handguns in California that
21 are not listed on the California Roster of Certified Handguns (“Roster”) :
 - 22 ○ By selling pistol frame kits and BBS pistol kits to consumers in California who
23 built or attempted to build those kits into handguns, when handguns assembled
24 from such kits are not listed on the Roster;
 - 25 ○ By providing instructions about how to assemble handguns from pistol frame kits
26 and BBS pistol kits to consumers in California, when handguns assembled from
27 such kits are not listed on the Roster;

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- By giving support and guidance to consumers in California who built or attempted to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled from such kits are not listed on the Roster; and
- By supplying pistol frame kits and BBS pistol kits to persons in California who imported them for sale, kept them for sale, offered or exposed them for sale, gave, or lent them to others, when handguns assembled from such kits are not listed on the Roster;
- Aiding and abetting the manufacture, sale, and distribution of unsafe handguns in California by:
 - Selling pistol frame kits and BBS pistol kits to persons in California who built or attempted to build those kits into handguns that lacked the chamber load indicator required by the California Unsafe Handgun Act (“CUHA”);
 - Selling pistol frame kits and BBS kits to persons in California who built or attempted to build those kits into handguns that lacked the magazine disconnect mechanism required by the CUHA;
 - Selling pistol frame kits and BBS kits to persons in California who built or attempted to build those kits into handguns that lacked the micro stamping required by the CUHA;
 - Providing instructions about how to assemble handguns from pistol frame kits and BBS pistol kits to persons in California, when handguns assembled from such kits lack the chamber load indicator required by the CUHA;
 - Providing instructions about how to assemble handguns from pistol frame kits and BBS pistol frame kits, when handguns assembled from such kits lack the magazine disconnect mechanism required by othe CUHA;
 - Providing instructions about how to assemble handguns from pistol frame kits and BBS pistol frame kits, when handguns assembled from such kits lack the micro stamping required by the CUHA;

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- Giving support and guidance to consumers in California who were building or attempting to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled from such kits lack the chamber load indicator required by the CUHA;
- Giving support and guidance to consumers in California who were building or attempting to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled from such kits lack the magazine disconnect mechanism required by the CUHA;
- Giving support and guidance to consumers in California who were building or attempting to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled from such kits lack the micro stamping required by the CUHA;
- Supplying pistol frame kits and BBS pistol kits to persons in California who kept handguns assembled from such kits for sale, offered or exposed handguns assembled from such kits for sale, or gave or lent handguns assembled from such kits to others, when handguns assembled from such kits lack the chamber load indicator required by the CUHA;
- Supplying pistol frame kits and BBS pistol kits to persons in California who kept handguns assembled from such kits for sale, offered or exposed handguns assembled from such kits for sale, or gave or lent handguns assembled from such kits to others, when handguns assembled from such kits lack the magazine disconnect mechanism required by the CUHA; and
- Supplying pistol frame kits and BBS pistol kits to persons in California who kept handguns assembled from such kits for sale, offered or exposed handguns assembled from such kits for sale, or gave or lent handguns assembled from such kits to others, when handguns assembled from such kits lack the micro stamping required by the CUHA;

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- Aiding and abetting the manufacture, sale, and distribution of unserialized firearms in California by:
 - Selling FRAME OR RECEIVER KITS into California that lacked unique serial numbers;
 - Selling FRAME OR RECEIVER KITS to consumers in California who did not obtain and apply a unique serial number to the firearm they assembled or attempted to assemble from the FRAME OR RECEIVER KITS;
 - Providing instructions about how to assemble FRAME OR RECEIVER KITS to consumers in California;
 - Giving support and guidance to consumers in California who built or attempted to build firearms from FRAME OR RECEIVER KITS; and
 - Selling FRAME OR RECEIVER KITS to persons in California who sold or transferred FRAME OR RECEIVER KITS, or firearms assembled from FRAME OR RECEIVER KITS to third parties in California;
 - Selling pistol frame kits and BBS pistol kits into California that lacked 3.7 ounces of material type 17-4 PH stainless steel embedded within the plastic; providing instructions about how to assemble completed firearms from those kits, by giving support and guidance to consumers in California who built or attempted to build firearms from those kits, and by selling those kits to persons in California who then sold the kits or firearms assembled from the kits to third parties in California;
- Making false and misleading representations regarding the nature and effect of determination letters Polymer80 received from the ATF;
- Making false and misleading representations to California consumers that the ATF had determined that Polymer80’s FRAME OR RECEIVER KITS are not firearms under the GCA;
- Making false and misleading representations to California consumers that Polymer80’s FRAME OR RECEIVER KITS were legal to own in California;

- 1 • Making false and misleading representations to California consumers that it was legal for
2 an individual to build a firearm using Polymer80's FRAME OR RECEIVER KITS in the
3 State of California;
- 4 • Making false and misleading representations to California consumers that firearms built
5 from Polymer80 FRAME OR RECEIVER KITS were legal to own in California;
- 6 • Making false and misleading representations to California consumers that serialization
7 plates on the frames sold with Polymer80 pistol frame kits and BBS pistol kits complied
8 with California law;
- 9 • Directly contributing to the proliferation of ghost guns in California; and
- 10 • Engaging in business practices intended to circumvent and frustrate the purposes of federal
11 and state gun laws.

12 The People seek statutory penalties for each instance of the above-described conduct,
13 including each sale or shipment of a FRAME OR RECEIVER KIT into California, whether by
14 Polymer80 directly or through its dealer network, and each instance of Polymer80 making a false
15 or misleading statement regarding the legality of its products, including for each day that each
16 false or misleading statement about the legality of Polymer80 products appeared on Polymer80's
17 website and each instance of a communication sent from Polymer80 to a person in California
18 containing a misleading statement regarding the legality of Polymer80 products.

19 For the Second Cause of Action, the People seek establishment of an abatement fund in an
20 amount to be determined at trial to remediate the public nuisance Defendants created by selling
21 FRAME OR RECEIVER KITS into California without serial numbers, without performing
22 background checks, without the safety features required by federal and state laws, and knowing
23 the completed firearms were not on California's Roster and did not comply with the CUHA.
24 Abatement could include removing Defendants' dangerous products from the streets, funding for
25 law enforcement activities necessitated by the proliferation of ghost guns Defendants have caused,
26 and remedying the impact of gun violence attributable to Polymer80 ghost gun kits. The People
27 also seek their costs.

1 **SPECIAL INTERROGATORY NO. 2**

2 IDENTIFY all PERSONS you allege defendants aided and abetted in purported violation
3 of any law, statute, regulation, etc. as set forth in the COMPLAINT and DESCRIBE defendants'
4 acts that supposedly aided and abetted the PERSONS' alleged violation.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

6 In addition to the foregoing General Objections, which are incorporated herein by
7 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
8 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
9 or any other applicable privilege or protection. The People further object to this Interrogatory as
10 unduly burdensome to the extent that it seeks information about individuals, specifically
11 Polymer80 customers and dealers, that is equally available to Defendants. The People further
12 object to this Interrogatory on the grounds that it is impermissibly compound. The People further
13 object that this Interrogatory is vague and ambiguous in its use of the term "etc." The People
14 further object to this Interrogatory to the extent that it seeks information that is not relevant to the
15 subject matter of this action and is not reasonably calculated to lead to the discovery of admissible
16 evidence. Discovery and the People's investigation in this action are ongoing. The following
17 responses reflect the information reasonably available to the People at this time. The People
18 reserve the right to amend or supplement these responses as necessary or appropriate.

19 Without waiving the foregoing objections, the People identify the following persons:

- 20 • All persons in California who assembled any Polymer80 FRAME OR RECEIVER KIT
21 into a firearm;
- 22 • All persons in California who purchased or obtained any Polymer80 FRAME OR
23 RECEIVER KIT with the intent to convert that FRAME OR RECEIVER KIT into a
24 firearm;
- 25 • All persons in California who sold or offered for sale in California any Polymer80
26 FRAME OR RECEIVER KIT or guns manufactured from Polymer80 kits, including
27 Andrew Jace Larrabure-Tuma, Juan Manriquez, James Palmer, and Saeed Ghazi;

- 1 • Persons in California who are prohibited from owning firearms who purchased,
2 assembled, or possessed any Polymer80 FRAME OR RECEIVER KIT or any firearm
3 assembled from a Polymer80 FRAME OR RECEIVER KIT, including but not limited
4 to, on information and belief: Desmond Andrews, Adrean Anthony, Wesley Brownlee,
5 Mark Dehart, Jose Fuentes, Luis Fuentes, Jessie Gonzalez, Gabriel Haily-Ruiz,
6 Anthony Lamont Hill, Kevin Luna-Miramontes, Juan Manriquez, Deonte Lee Murray,
7 Angel Lopez-Pimental, Andrew Jace Larrabure-Tuma, Riley Rhodes, Lizbeth
8 Rodriguez-Naranjo, Sean Quezambra, Valentin J. Rodriguez, Gary Wayne Stuckey,
9 Brett Tucker, Enzo Urrea, the Armijo High School student who was found with a
10 loaded Polymer80 pistol in his backpack in October of 2022,¹ the juvenile on felony
11 probation arrested carrying a loaded Polymer80 pistol in Redwood City, CA in
12 September 2022,² the 17-year-old Ventura resident arrested for firearms and drug
13 offenses on February 17, 2022, and the 16-year-old found with a loaded Polymer80
14 gun at the same residence.³

15 Defendants aided and abetted the persons above by:

- 16 • Selling unserialized FRAME OR RECEIVER KITS into California;
- 17 • Selling pistol frame kits and BBS pistol kits to persons in California who built or attempted
18 to build those kits into handguns that are not listed on the Roster;
- 19 • Selling pistol frame kits and BBS pistol kits to persons in California who built or attempted
20 to build those kits into handguns that lacked the chamber load indicator required by the
21 CUHA;
- 22 • Selling pistol frame kits and BBS pistol kits to persons in California who built or attempted
23 to build those kits into handguns that lacked the magazine disconnect mechanism required
24 by the CUHA;

26 ¹ <https://www.eastbaytimes.com/2022/10/27/armijo-high-student-arrested-on-campus-with-a-handgun-in-his-backpack>

27 ² <https://patch.com/california/redwoodcity-woodside/juvenile-ghost-gun-1k-cash-busted-redwood-city-police>

28 ³ <https://www.vcstar.com/story/news/2022/02/24/simi-valley-police-theft-home-depot-ventura-county/6931260010630870002138310881>

- 1 • Selling pistol frame kits and BBS kits to persons in California who built or attempted to
2 build those kits into handguns that lacked the micro stamping required by the CUHA;
- 3 • Providing instructions about how to assemble handguns from pistol frame kits and BBS
4 pistol kits to persons in California, while handguns built from such kits are not listed on the
5 Roster;
- 6 • Providing instructions about how to assemble handguns from pistol frame kits and BBS
7 pistol frame kits, when handguns assembled from such kits lack the chamber load indicator
8 required by the CUHA;
- 9 • Providing instructions about how to assemble handguns from pistol frame kits and BBS
10 pistol frame kits, when handguns assembled from such kits lack the magazine disconnect
11 mechanism required by the CUHA;
- 12 • Providing instructions about how to assemble handguns from pistol frame kits and BBS
13 pistol frame kits, when handguns assembled from such kits lack the micro stamping
14 required by the CUHA;
- 15 • Giving support and guidance to consumers in California who were building or attempting
16 to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled
17 from such kits are not listed on the Roster;
- 18 • Giving support and guidance to consumers in California who were building or attempting
19 to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled
20 from such kits lack the chamber load indicator required by the CUHA;
- 21 • Giving support and guidance to consumers in California who were building or attempting
22 to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled
23 from such kits lack the magazine disconnect mechanism required by the CUHA;
- 24 • Giving support and guidance to consumers in California who were building or attempting
25 to build handguns from pistol frame kits and BBS pistol kits, when handguns assembled
26 from such kits lack the micro stamping required by the CUHA;

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- 1 • Supplying pistol frame kits and BBS pistol kits to persons in California who imported
2 them for sale, kept them for sale, offered or exposed them for sale, gave, or lent them to
3 others;
- 4 • Supplying pistol frame kits and BBS pistol kits to persons in California who kept handguns
5 assembled from such kits for sale, offered or exposed handguns assembled from such kits
6 for sale, or gave or lent handguns assembled from such kits to others, when handguns
7 assembled from such kits are not listed on the Roster;
- 8 • Supplying pistol frame kits and BBS pistol kits to persons in California who kept handguns
9 assembled from such kits for sale, offered or exposed handguns assembled from such kits
10 for sale, or gave or lent handguns assembled from such kits to others, when handguns
11 assembled from such kits lack the chamber load indicator required by the CUHA;
- 12 • Supplying pistol frame kits and BBS pistol kits to persons in California who kept handguns
13 assembled from such kits for sale, offered or exposed handguns assembled from such kits
14 for sale, or gave or lent handguns assembled from such kits to others, when handguns
15 assembled from such kits lack the magazine disconnect mechanism required by the
16 CUHA;
- 17 • Selling Supplying pistol frame kits and BBS pistol kits to persons in California who kept
18 handguns assembled from such kits for sale, offered or exposed handguns assembled from
19 such kits for sale, or gave or lent handguns assembled from such kits to others, when
20 handguns assembled from such kits lack the micro stamping required by the CUHA;
- 21 • Selling FRAME OR RECEIVER KITS into California that lacked unique serial numbers;
- 22 • Selling FRAME OR RECEIVER KITS to consumers in California who did not obtain and
23 apply a unique serial number to the firearm they assembled or attempted to assemble from
24 the FRAME OR RECEIVER KITS;
- 25 • Providing instructions about how to assemble FRAME OR RECEIVER KITS to
26 consumers in California;

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- 1 • Giving support and guidance to consumers in California who built or attempted to build
2 unserialized firearms from FRAME OR RECEIVER KITS;
- 3 • Selling FRAME OR RECEIVER KITS to persons in California who sold or transferred
4 FRAME OR RECEIVER KITS, or firearms assembled from FRAME OR RECEIVER
5 KITS, to third parties in California;
- 6 • Selling pistol frame kits and BBS pistol kits into California that lacked 3.7 ounces of
7 material type 17-4 PH stainless steel embedded within the plastic; providing instructions
8 about how to assemble completed firearms from those kits, giving support and guidance to
9 consumers in California who built or attempted to build functioning firearms from those
10 kits, and by selling those kits to persons in California who then sold the kits or firearms
11 assembled from the kits to third parties in California.

12 **SPECIAL INTERROGATORY NO. 3**

13 IDENTIFY all PERSONS who have knowledge of any facts or information RELATING to
14 the ACTION and set forth a summary of each PERSON'S knowledge.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

16 In addition to the foregoing General Objections, which are incorporated herein by
17 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
18 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
19 or any other applicable privilege or protection. The People further object to this Interrogatory as
20 unduly burdensome to the extent that it seeks information about individuals, specifically
21 Polymer80 employees, customers, and dealers, that is equally or more readily available to
22 Defendants. The People further object to this Interrogatory to the extent it seeks information not
23 in the possession, custody, or control of the members of the City Attorney's Office and outside
24 counsel who are or have at any time been part of the City Attorney's Office investigation or
25 prosecution of Defendants. The People further object to this Interrogatory on the grounds and to
26 the extent that it seeks information that is not relevant to the subject matter of this action and is not
27 reasonably calculated to lead to the discovery of admissible evidence. The People further object to

1 this Interrogatory to the extent it prematurely seeks expert discovery. The People further object to
2 this Interrogatory because preparing a “summary of each PERSON’s knowledge” would impose
3 undue burden and expense on the People and the information it seeks could be obtained via means
4 that are less expensive and burdensome. As such, the Interrogatory is calculated to annoy and
5 harass. Discovery and the People’s investigation in this action are ongoing. The following
6 responses reflect the information reasonably available to the People at this time. The People
7 reserve the right to amend or supplement these responses as necessary or appropriate.

8 Without waiving the foregoing objections, and on information and belief, the People
9 identify the following persons as having knowledge of facts or information relating to this action:

10 Polymer80, Inc., David Borges Sr., and Loran Kelley. These individuals’ knowledge of
11 facts or information relating to this knowledge is equally or more readily available to Defendants.

12 Current and former Polymer80 employees, including David Borges Jr., Alexandr Brodsky,
13 Dan McCalmon, and Zachery Smith. These individuals’ knowledge of facts or information
14 relating to this knowledge is equally or more readily available to Defendants.

15 California law enforcement agencies and the personnel thereof, including but not limited
16 to, the Los Angeles Police Department (“LAPD”), Detective Benjamin Meda, Detective Eric
17 Good, other personnel within the LAPD Gang and Narcotics Division Gun Unit, Eduardo
18 Gonzalez, former Principal Property Officer, Iksoo Kim, current Principal Property Officer, Steve
19 Kim, and other current and former members of the LAPD Evidence and Property Management
20 Division, the Los Angeles Sheriff’s Department, the San Diego Police Department, the San Diego
21 Sheriff’s Department, and the Oakland Police Department. On information and belief, these
22 agencies and individuals have knowledge, among other things, about the numbers of firearms
23 made from Polymer80 components recovered at crime scenes, during arrests, and/or as part of
24 criminal investigations; the proliferation of ghost guns, and Polymer80 ghost guns in particular, in
25 their respective jurisdictions; the attractiveness of untraceable firearms and firearms that can be
26 obtained without background checks to criminals; the difficulty of investigating crimes committed

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1 with unserialized, untraceable firearms; and the role ghost guns, and Polymer80 ghost guns in
2 particular, play in crime and gun violence in their respective jurisdictions.

3 Polymer80 customers who are or have been located in California, including retail
4 customers, dealers, and distributors. On information and belief, these customers have knowledge
5 about the relative ease or difficulty of assembling a Polymer80 receiver kit, frame kit, or BBS kit
6 into a functional firearm; the reasons customers would prefer to purchase Polymer80's
7 unserialized receiver kits, unserialized frame kits, and BBS kits over serialized products (whether
8 made by Polymer80 or another entity); and the reasons customers would want to obtain a firearm
9 without having to submit to a background check.

10 Victims of crimes committed with firearms made from Polymer80 components by persons
11 who were ineligible to legally purchase or own a firearm and the loved ones of such victims. On
12 information and belief, these individuals have knowledge of the harm caused to individuals and
13 communities when prohibited persons are able to obtain unserialized, difficult to trace firearms.

14 **SPECIAL INTERROGATORY NO. 4**

15 IDENTIFY all PERSONS whom YOU may call as a witness at trial in this ACTION.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 4:**

17 In addition to the foregoing General Objections, which are incorporated herein by
18 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
19 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
20 or any other applicable privilege or protection. The People further object to this Interrogatory as
21 premature, as it seeks the identification of the People's witnesses when the deadline for such
22 disclosure is not until five days prior to the Final Status Conference. *See* Local Rule 3.25(f). The
23 People further object to this Interrogatory to the extent that it prematurely seeks expert discovery.
24 Discovery and the People's investigation in this action are ongoing. The following responses
25 reflect the information reasonably available to the People at this time. The People reserve the
26 right to amend or supplement these responses as necessary or appropriate.

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1 Without waiving the foregoing objections, the People respond as follows: This
2 Interrogatory is premature as witness lists are not due until five days prior to the Final Status
3 Conference. Nevertheless, the People will identify witnesses that the People have identified to
4 date that the People believe may have knowledge of facts related to the claims in this action:

5 Polymer80, Inc., David Borges Sr., and Loran Kelley. These individuals' knowledge of
6 facts or information relating to this knowledge is equally or more readily available to Defendants.

7 Current and former Polymer80 employees, including David Borges Jr., Alexandr Brodsky,
8 Dan McCalmon, and Zachery Smith. These individuals' knowledge of facts or information
9 relating to this knowledge is equally or more readily available to Defendants.

10 California law enforcement agencies and the personnel thereof, including but not limited
11 to, the Los Angeles Police Department ("LAPD"), Detective Benjamin Meda, Detective Eric
12 Good, other personnel within the LAPD Gang and Narcotics Division Gun Unit, Eduardo
13 Gonzalez, former Principal Property Officer, Iksoo Kim, current Principal Property Officer, Steve
14 Kim, and other current and former members of the LAPD Evidence and Property Management
15 Division, the Los Angeles Sheriff's Department, the San Diego Police Department, the San Diego
16 Sheriff's Department, and the Oakland Police Department. On information and belief, these
17 agencies and individuals have knowledge, among other things, about the numbers of firearms
18 made from Polymer80 components recovered at crime scenes, during arrests, and/or as part of
19 criminal investigations; the proliferation of ghost guns, and Polymer80 ghost guns in particular, in
20 their respective jurisdictions; the attractiveness of untraceable firearms and firearms that can be
21 obtained without background checks to criminals; the difficulty of investigating crimes committed
22 with unserialized, untraceable firearms; and the role ghost guns, and Polymer80 ghost guns in
23 particular, play in crime and gun violence in their respective jurisdictions.

24 Polymer80 customers who are or have been located in California, including retail
25 customers, dealers, and distributors. On information and belief, these customers have knowledge
26 about the relative ease or difficulty of assembling a Polymer80 receiver kit, frame kit, or BBS kit
27 into a functional firearm; the reasons customers would prefer to purchase Polymer80's

1 unserialized receiver kits, unserialized frame kits, and BBS kits over serialized products (whether
2 made by Polymer80 or another entity); and the reasons customers would want to obtain a firearm
3 without having to submit to a background check.

4 Victims of crimes committed with firearms made from Polymer80 components by persons
5 who were ineligible to legally purchase or own a firearm and the loved ones of such victims. On
6 information and belief, these individuals have knowledge of the harm caused to individuals and
7 communities when prohibited persons are able to obtain unserialized, difficult to trace firearms.

8 The People reserve the right to supplement this response based on testimony and
9 documents that the People have obtained or will obtain from Defendants and/or any nonparty fact
10 witnesses and expert witnesses. The People also reserve the right to identify any additional
11 individuals whom the People may use to support their claims in a witness list or through expert
12 designations at or before the deadline for each.

13 **SPECIAL INTERROGATORY NO. 5**

14 IDENTIFY the custodians, locations, and DESCRIBE and/or provide a general description
15 of any DOCUMENTS (including, but not limited to, COMMUNICATIONS) RELATED to this
16 ACTION.

17 **RESPONSE TO SPECIAL INTERROGATORY NO. 5:**

18 In addition to the foregoing General Objections, which are incorporated herein by
19 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
20 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
21 or any other applicable privilege or protection. The People further object to this Interrogatory on
22 the grounds that it is vague, ambiguous, unintelligible, and incomprehensible. The People further
23 object to this Interrogatory on the grounds and to the extent that it calls for information not in the
24 People's possession, custody, or control and/or information that is equally or more readily
25 accessible to Defendants. The People further object to this Interrogatory to the extent that it seeks
26 information not in the possession, custody, or control of the members of the City Attorney's
27 Office and outside counsel who are or have at any time been part of the City Attorney's Office

1 investigation or prosecution of Defendants. The People further object to this Interrogatory on the
2 ground that it is overbroad, unduly burdensome, and oppressive because of the volume of
3 documents produced in this action. The People further object to this Interrogatory to the extent
4 that it encompasses documents or communications that are privileged or subject to the work
5 product doctrine or common interest doctrine. The People further object to this Interrogatory to
6 the extent that it calls for information that is personal, private, or otherwise confidential or
7 sensitive information, of the People or third parties to whom the People owe confidentiality
8 obligations. The People further object to this Interrogatory as unduly burdensome to the extent
9 that it purports to require the People to make a compilation, abstract, audit, or summary of or from
10 documents. Cal. Civ. Proc. Code § 2030.230. The documents themselves are the best evidence of
11 their contents. The People further object to this Interrogatory because preparing a list of
12 custodians and locations, and describing the contents of documents and communications in this
13 action, where Defendants have produced over 200,000 documents, would impose undue burden
14 and expense on the People. As such, the Interrogatory is calculated to annoy and harass. The
15 People further object to this Interrogatory as premature to the extent it asks the People to identify
16 the exhibits the People intend to use at trial, as exhibit lists are not due until five days before the
17 final status conference.

18 Without waiving the foregoing objections, the People are willing to meet and confer
19 regarding the scope and meaning of this Interrogatory.

20 **SPECIAL INTERROGATORY NO. 6**

21 IDENTIFY all DOCUMENTS and COMMUNICATIONS supporting your claims in this
22 ACTION.

23 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

24 In addition to the foregoing General Objections, which are incorporated herein by
25 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
26 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
27 or any other applicable privilege or protection. The People further object to this Interrogatory on

1 the grounds and to the extent that it calls for information not in the People's possession, custody,
2 or control and/or information that is equally or more readily accessible to Defendants. The People
3 further object to this Interrogatory to the extent that it seeks information not in the possession,
4 custody, or control of the members of the City Attorney's Office and outside counsel who are or
5 have at any time been part of the City Attorney's Office investigation or prosecution of
6 Defendants. The People further object to this Interrogatory on the ground that it is overbroad,
7 unduly burdensome, and oppressive in light of the volume of documents produced in this action.
8 The documents themselves are the best evidence of their contents. The People further object to
9 this Interrogatory to the extent that it encompasses documents or communications that are
10 privileged or subject to the work product doctrine or common interest doctrine. The People
11 further object to this Interrogatory to the extent that it calls for information that is personal,
12 private, or otherwise confidential or sensitive information, of the People or third parties to whom
13 the People owe confidentiality obligations. The People further object to this Interrogatory
14 imposing undue burden and expense on the People in this action, where Defendants produced over
15 200,000 documents. As such, the Interrogatory is calculated to annoy and harass. The People
16 further object to this Interrogatory as premature to the extent it asks the People to identify the
17 exhibits the People intend to use at trial, as exhibit lists are not due until five days before the final
18 status conference. Discovery and the People's investigation in this action are ongoing. The
19 following responses reflect the information reasonably available to the People at this time. The
20 People reserve the right to amend or supplement these responses as necessary or appropriate.

21 Without waiving the foregoing objections, the People respond as follows: In an effort to
22 answer as much of the Interrogatory as possible without waiving work product, the People will
23 construe the Interrogatory as seeking identification of documents and communications *relating* to
24 the allegations in the Complaint. As construed, the People invoke their right pursuant to Code of
25 Civil Procedure Section 2030.230 to produce documents from which the answer to this
26 Interrogatory may be ascertained. The documents that *relate* to the allegations include the
27 documents Defendants have produced in this action, the documents the People produced at Bates

1 numbers PEOPLE00000001—PEOPLE00004333, any additional documents the People will
2 produce and identify by Bates number as soon as is reasonably practicable, and documents
3 produced by third parties in response to subpoenas served by the People or Defendants.

4 **SPECIAL INTERROGATORY NO. 7**

5 DESCRIBE or explain how Polymer80’s alleged “sales of unserialized firearm kits in
6 violation of state and federal law constitutes unfair competition to licensed gun dealers in
7 California who abide by the applicable state and federal laws and regulations” and IDENTIFY all
8 such licensed gun dealers allegedly harmed, including but not limited to as set forth in paragraph
9 78 of the COMPLAINT.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

11 In addition to the foregoing General Objections, which are incorporated herein by
12 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
13 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
14 or any other applicable privilege or protection. The People further object to this Interrogatory on
15 the grounds and to the extent that it calls for information not in the People’s possession, custody,
16 or control and/or information that is equally or more readily accessible to Defendants. The People
17 further object to this Interrogatory to the extent that it seeks information not in the possession,
18 custody, or control of the members of the City Attorney’s Office and outside counsel who are or
19 have at any time been part of the City Attorney’s Office investigation or prosecution of
20 Defendants. The People further object to this Interrogatory to the extent that it calls for
21 information that is personal, private, or otherwise confidential or sensitive information, of the
22 People or third parties to whom the People owe confidentiality obligations. The People further
23 object to this Interrogatory on the ground and to the extent that it seeks information that is not
24 relevant to the subject matter of this action and is not reasonably calculated to lead to the
25 discovery of admissible evidence. The People are not required to show harm to competitors as an
26 element of their claims. *See* Cal. Bus. & Prof. Code § 17200; Cal. Civ. Code § 3480; *Abbott Labs.*
27 *v. Superior Court*, 9 Cal. 5th 642, 658 (2020); *People v. McDonald*, 137 Cal. App. 4th 521, 535

1 (2006). Discovery and the People’s investigation in this action are ongoing. The following
2 responses reflect the information reasonably available to the People at this time. The People
3 reserve the right to amend or supplement these responses as necessary or appropriate.

4 Without waiving the foregoing objections, the People respond as follows:

5 Licensed gun dealers must abide by strict regulations. They must maintain a Federal
6 Firearms License (“FFL”). Before selling a firearm to a person who does not have an FFL,
7 licensed gun dealers must conduct a background check and must obtain a certified ATF Form
8 4473. Licensed gun dealers also must verify the identity of the purchaser. Licensed gun dealers
9 are prohibited from shipping firearms across state lines to anyone who does not hold an FFL, and
10 are prohibited from selling firearms to persons who reside in a state other than the one in which
11 the dealer is located. Licensed gun dealers are also required to provide a secure gun storage or
12 safety device with each handgun sold or transferred to a customer. Licensed gun dealers are also
13 subject to strict recordkeeping requirements.

14 California law imposes additional requirements on gun dealers. In addition to an FFL,
15 they must have a valid seller’s permit issued by the California Department of Tax and Fee
16 Administration, any license required by the dealer’s local government, a Certificate of Eligibility
17 issued by the California Department of Justice (“DOJ”), and a valid listing on the California
18 DOJ’s Centralized List of Firearm Dealers. Licensed dealers cannot deliver a firearm to a
19 customer until after a 10-day waiting period has elapsed. The dealer must confirm that the
20 purchaser is a California resident and that the purchaser possesses valid Firearm Safety Certificate.
21 The dealer must ensure that the purchaser performs a safe handling demonstration with the firearm
22 being purchased, and that the purchaser obtains or has obtained a California-approved firearms
23 safety device. Dealers also must adhere to labeling requirements and post warnings on their
24 premises. Dealers are also required to perform background checks on their employees, and ensure
25 that the dealer’s firearm inventory is securely stored.

26 Compliance with the various laws and regulations that apply to licensed gun dealers,
27 including those described above, comes with economic costs. These costs include direct

1 expenditure of funds to ensure compliance, as well as the investment of the dealer’s own time and
2 the time of the dealer’s employees. By flouting these laws and regulations, Defendants are able to
3 avoid the compliance costs that lawful dealers must incur, giving Defendants an unfair advantage
4 in the marketplace. Defendants are also able to attract customers who do not want to submit to
5 background checks or other legal requirements for purchasing a firearm, thus diverting business
6 from lawfully operating gun dealers. Defendants also have an unfair financial advantage because
7 they generate revenue by selling to a customer base that, for good reason, is unavailable to
8 lawfully operating dealers—convicted felons, minors, and others who are prohibited from owning
9 firearms. Defendants’ flouting of the laws and regulations that apply to licensed gun dealers gave
10 them an unfair competitive advantage over every law abiding licensed gun dealer in the state.

11 **SPECIAL INTERROGATORY NO. 8:**

12 DESCRIBE or explain how defendants’ alleged violation of the “unlawful prong of
13 [Unfair Competition Law] section 17200” purportedly harmed consumers and IDENTIFY all such
14 consumers allegedly harmed, including but not limited to as set forth in paragraphs 66-67 of the
15 COMPLAINT.

16 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

17 In addition to the foregoing General Objections, which are incorporated herein by
18 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
19 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
20 or any other applicable privilege or protection.

21 The People further object to this Interrogatory on the grounds and to the extent that it calls
22 for information not in the People’s possession, custody, or control and/or information that is
23 equally or more readily accessible to Defendants. The People further object to this Interrogatory
24 to the extent that it seeks information not in the possession, custody, or control of the members of
25 the City Attorney’s Office and outside counsel who are or have at any time been part of the City
26 Attorney’s Office investigation or prosecution of Defendants. The People further object to this
27 Interrogatory to the extent that it calls for information that is personal, private, or otherwise

1 confidential or sensitive information, of the People or third parties to whom the People owe
2 confidentiality obligations. The People further object to this Interrogatory on the grounds and to
3 the extent that it seeks information that is not relevant to the subject matter of this action and is not
4 reasonably calculated to lead to the discovery of admissible evidence. The People are not required
5 to show harm to consumers as an element of their claims. *See* Cal. Bus. & Prof. Code § 17200;
6 Cal. Civ. Code § 3480; *Abbott Labs. v. Superior Court*, 9 Cal. 5th 642, 658 (2020); *People v.*
7 *McDonald*, 137 Cal. App. 4th 521, 535 (2006). Discovery and the People’s investigation in this
8 action are ongoing. The following responses reflect the information reasonably available to the
9 People at this time. The People reserve the right to amend or supplement these responses as
10 necessary or appropriate.

11 Without waiving the foregoing objections, the People respond as follows: Defendants
12 have violated the unlawful prong of the UCL in at least the following ways:

- 13 • Selling FRAME OR RECEIVER KITS, into California without performing background
14 checks;
- 15 • Shipping FRAME OR RECEIVER KITS, directly to purchasers in California;
- 16 • Selling and delivering FRAME OR RECEIVER KITS to purchasers in California from out
17 of state;
- 18 • Selling unserialized FRAME OR RECEIVER KITS into California;
- 19 • Selling FRAME OR RECEIVER KITS to purchasers in California who did not appear in
20 person and did not submit the affidavit and law enforcement notification required by the
21 GCA;
- 22 • Selling FRAME OR RECEIVER KITS to persons in California who were prohibited from
23 owning firearms, including minors and convicted felons;
- 24 • Selling pistol frame kits, including BBS pistol frame kits, to purchasers in California
25 without providing a secure gun storage or safety device;
- 26 • Aiding and abetting the manufacture, sale, importation, and distribution of unsafe
27 handguns in California by selling pistol frame kits and BBS pistol kits to consumers in

1 California who built or attempted to build those kits into handguns, by providing
2 instructions about how to assemble handguns from pistol frame kits and BBS pistol kits to
3 consumers in California, by giving support and guidance to consumers in California who
4 were building or attempting to build handguns from pistol frame kits and BBS pistol kits,
5 and by supplying pistol frame kits and BBS pistol kits to persons in California who
6 imported them for sale, kept them for sale, offered or exposed them for sale, gave, or lent
7 them to others;

- 8 • Aiding and abetting the manufacture, sale, and distribution of non-roster handguns in
9 California by selling pistol frame kits and BBS pistol kits to consumers in California who
10 built or attempted to build those kits into handguns, by providing instructions about how to
11 assemble handguns from pistol frame kits and BBS pistol kits to consumers in California,
12 by giving support and guidance to consumers in California who built or attempted to build
13 handguns from pistol frame kits and BBS pistol kits, and by supplying pistol frame kits
14 and BBS pistol kits to persons in California who imported them for sale, kept them for
15 sale, offered or exposed them for sale, gave, or lent them to others
- 16 • Aiding and abetting the manufacture, sale, and distribution of unserialized firearms in
17 California by selling receiver kits, pistol frame kits, and BBS kits into California that
18 lacked unique serial numbers; by selling FRAME OR RECEIVER KITS to consumers
19 who did not obtain and apply a unique serial number to the firearm they assembled or
20 attempted to assemble from the FRAME OR RECEIVER KITS; by providing instructions
21 about how to assemble FRAME OR RECEIVER KITS to consumers in California, by
22 giving support and guidance to consumers in California who built or attempted to build
23 firearms from FRAME OR RECEIVER KITS; and by selling FRAME OR RECEIVER
24 KITS to persons in California who sold or transferred FRAME OR RECEIVER KITS, or
25 firearms assembled from FRAME OR RECEIVER KITS to third parties in California.
- 26 • Selling pistol frame kits and BBS pistol kits into California that lacked 3.7 ounces of
27 material type 17-4 PH stainless steel embedded within the plastic; providing instructions

1 about how to assemble completed firearms from those kits, by giving support and guidance
2 to consumers in California who built or attempted to build firearms from those kits, and by
3 selling those kits to persons in California who then sold the kits or firearms assembled
4 from the kits to third parties in California;

- 5 • Making false and misleading representations regarding the nature and effect of
6 determination letters Polymer80 received from the ATF;
- 7 • Making false and misleading representations to California consumers that the ATF had
8 determined that Polymer80's FRAME OR RECEIVER KITS are not firearms under the
9 GCA;
- 10 • Making false and misleading representations to California consumers that Polymer80's
11 FRAME OR RECEIVER KITS were legal to own in California;
- 12 • Making false and misleading representations to California consumers that it was legal for
13 an individual to build a firearm using Polymer80's FRAME OR RECEIVER KITS in the
14 state of California;
- 15 • Making false and misleading representations to California consumers that firearms built
16 from Polymer80 FRAME OR RECEIVER KITS were legal to own in California;
- 17 • Making false and misleading representations to California consumers that serialization
18 plates on the frames sold with Polymer80 pistol frame kits and BBS pistol kits complied
19 with California law;
- 20 • Directly contributing to the proliferation of ghost guns in California; and
- 21 • Engaging in business practices intended to circumvent and frustrate the purposes of federal
22 and state gun laws.

23 The persons harmed by Defendants' unlawful business practices are not just consumers, but all
24 California residents impacted by Defendants' unlawful business practices. Discovery and the
25 People's investigation are ongoing, and the full scale of harm Defendants have caused to
26 California residents is yet to be determined. The California residents harmed by this conduct
27 include:

- 1 • The victims of violent crimes committed using firearms constructed from Polymer80
2 kits, and their families, including but not limited to the victims of serial killer Wesley
3 Brownlee (at least six killed), Lesly Fierro-Noriega (17 years old, mother of 4-month-
4 old baby, murdered), Anthony Guzman (23, suicide), Claudia Apolinar (Sheriff's
5 deputy, wounded), Emmanuel Perez (Sheriff's deputy, wounded);
- 6 • Persons coping with physical, psychological, emotional, and other trauma as a result of
7 gun violence perpetuated using firearms constructed from Polymer80 kits;
- 8 • Persons living under an increased threat of becoming a victim, or of having a loved one
9 become a victim of gun violence due to the presence of ghost guns made from
10 Polymer80 kits in their communities;
- 11 • Persons who have been harmed, or whose loved ones have been harmed, as the result
12 of the presence of an unsafe handgun built from a Polymer80 kit in their homes;
- 13 • Law enforcement officers whose efforts to protect public safety and investigate and
14 prevent crime are frustrated, and whose jobs are made more dangerous, by the
15 proliferation of untraceable firearms built from Polymer80 kits;
- 16 • Any person who attempted or committed suicide using a firearm made from a
17 Polymer80 kit, as well as their loved ones; and
- 18 • Persons living in fear for their lives and safety because their abuser, or a person who
19 has caused or threatened to cause them physical harm, and who was legally prohibited
20 from obtaining firearms, was able to obtain a firearm made from a Polymer80 kit.

21 **SPECIAL INTERROGATORY NO. 9**

22 DESCRIBE or explain how defendants' alleged violation of the "unfair prong of [Unfair
23 Competition Law] Section 17200" purportedly harmed consumers and IDENTIFY all such
24 consumers allegedly harmed, including but not limited to as set forth in paragraphs 76-79 of the
25 COMPLAINT.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

27

28 06305-00002/13831666.1
29

1 In addition to the foregoing General Objections, which are incorporated herein by
2 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
3 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
4 or any other applicable privilege or protection. The People further object to this Interrogatory on
5 the grounds and to the extent that it calls for information not in the People's possession, custody,
6 or control and/or information that is equally or more readily accessible to Defendants. The People
7 further object to this Interrogatory to the extent that it seeks information not in the possession,
8 custody, or control of the members of the City Attorney's Office and outside counsel who are or
9 have at any time been part of the City Attorney's Office investigation or prosecution of
10 Defendants. The People further object to this Interrogatory to the extent that it calls for
11 information that is personal, private, or otherwise confidential or sensitive information, of the
12 People or third parties to whom the People owe confidentiality obligations. The People further
13 object to this Interrogatory on the grounds and to the extent that it seeks information that is not
14 relevant to the subject matter of this action and is not reasonably calculated to lead to the
15 discovery of admissible evidence. The People are not required to show harm to consumers as an
16 element of their claims. *See* Cal. Bus. & Prof. Code § 17200; Cal. Civ. Code § 3480; *Abbott Labs.*
17 *v. Superior Court*, 9 Cal. 5th 642, 658 (2020); *People v. McDonald*, 137 Cal. App. 4th 521, 535
18 (2006). Discovery and the People's investigation in this action are ongoing. The following
19 responses reflect the information reasonably available to the People at this time. The People
20 reserve the right to amend or supplement these responses as necessary or appropriate.
21 Without waiving the foregoing objections, the People respond as follows: Defendants have
22 violated the unfair prong of the UCL in at least the following ways:

- 23 • Selling FRAME OR RECEIVER KITS, into California without performing background
24 checks;
- 25 • Shipping FRAME OR RECEIVER KITS, directly to purchasers in California;
- 26 • Selling and delivering FRAME OR RECEIVER KITS to purchasers in California from out
27 of state;

- 1 • Selling unserialized FRAME OR RECEIVER KITS into California;
- 2 • Selling FRAME OR RECEIVER KITS to purchasers in California who did not appear in
3 person and did not submit the affidavit and law enforcement notification required by the
4 GCA;
- 5 • Selling FRAME OR RECEIVER KITS to persons in California who were prohibited from
6 owning firearms, including minors and convicted felons;
- 7 • Selling pistol frame kits, including BBS pistol frame kits to purchasers in California
8 without providing a secure gun storage or safety device;
- 9 • Aiding and abetting the manufacture, sale, importation, and distribution of unsafe
10 handguns in California by selling pistol frame kits and BBS pistol kits to consumers in
11 California who built or attempted to build those kits into handguns, by providing
12 instructions about how to assemble functioning pistols from pistol frame kits and BBS
13 pistol kits to consumers in California, by giving support and guidance to consumers in
14 California who were building or attempting to build handguns from pistol frame kits and
15 BBS pistol kits, and by supplying pistol frame kits and BBS pistol kits to persons in
16 California who imported them for sale, kept them for sale, offered or exposed them for
17 sale, gave, or lent them to others;
- 18 • Aiding and abetting the manufacture, sale, and distribution of non-roster handguns in
19 California by selling pistol frame kits and BBS pistol kits to consumers in California who
20 built or attempted to build those kits into handguns, by providing instructions about how to
21 assemble handguns from pistol frame kits and BBS pistol kits to consumers in California,
22 by giving support and guidance to consumers in California who built or attempted to build
23 handguns from pistol frame kits and BBS pistol kits, and by supplying pistol frame kits
24 and BBS pistol kits to persons in California who imported them for sale, kept them for
25 sale, offered or exposed them for sale, gave, or lent them to others;
- 26 • Aiding and abetting the manufacture, sale, and distribution of unserialized firearms in
27 California by selling receiver kits, pistol frame kits, and BBS kits into California that
28

1 lacked unique serial numbers; by selling FRAME OR RECEIVER KITS to consumers
2 who did not obtain and apply a unique serial number to the firearm they assembled or
3 attempted to assemble from the FRAME OR RECEIVER KITS; by providing instructions
4 about how to assemble FRAME OR RECEIVER KITS to consumers in California, by
5 giving support and guidance to consumers in California who built or attempted to build
6 firearms from FRAME OR RECEIVER KITS; and by selling FRAME OR RECEIVER
7 KITS to persons in California who sold or transferred FRAME OR RECEIVER KITS, or
8 firearms assembled from FRAME OR RECEIVER KITS to third parties in California.

- 9 • Selling pistol frame kits and BBS pistol kits into California that lacked 3.7 ounces of
10 material type 17-4 PH stainless steel embedded within the plastic; providing instructions
11 about how to assemble completed firearms from those kits, by giving support and guidance
12 to consumers in California who built or attempted to build firearms from those kits, and by
13 selling those kits to persons in California who then sold the kits or firearms assembled
14 from the kits to third parties in California;
- 15 • Making false and misleading representations regarding the nature and effect of
16 determination letters Polymer80 received from the ATF;
- 17 • Making false and misleading representations to California consumers that the ATF had
18 determined that Polymer80's FRAME OR RECEIVER KITS are not firearms under the
19 GCA;
- 20 • Making false and misleading representations to California consumers that Polymer80's
21 FRAME OR RECEIVER KITS were legal to own in California;
- 22 • Making false and misleading representations to California consumers that it was legal for
23 an individual to build a firearm using Polymer80's FRAME OR RECEIVER KITS in the
24 state of California;
- 25 • Making false and misleading representations to California consumers that firearms built
26 from Polymer80 FRAME OR RECEIVER KITS were legal to own in California;

- 1 • Making false and misleading representations to California consumers that serialization
2 plates on the frames sold with Polymer80 pistol frame kits and BBS pistol kits complied
3 with California law;
- 4 • Directly contributing to the proliferation of ghost guns in California; and
- 5 • Engaging in business practices intended to circumvent and frustrate the purposes of federal
6 and state gun laws.

7 The persons harmed by Defendants' unfair business practices are not just consumers, but
8 all California residents impacted by Defendants' unfair business practices. Discovery and the
9 People's investigation are ongoing, and the full scale of harm Defendants have caused to
10 California residents is yet to be determined. The California residents harmed by this conduct
11 include:

- 12 • The victims of violent crimes committed using firearms constructed from Polymer80
13 kits, and their families, including but not limited to the victims of serial killer Wesley
14 Brownlee (at least six killed), Lesly Fierro-Noriega (17 years old, mother of 4-month-
15 old baby, murdered), Anthony Guzman (23, suicide), Claudia Apolinar (Sheriff's
16 deputy, wounded), Emmanuel Perez (Sheriff's deputy, wounded);
- 17 • Persons coping with physical, psychological, emotional, and other trauma as a result of
18 gun violence perpetuated using firearms constructed from Polymer80 kits;
- 19 • Persons living under an increased threat of becoming a victim, or of having a loved one
20 become a victim of gun violence due to the presence of ghost guns made from
21 Polymer80 kits in their communities;
- 22 • Persons who have been harmed, or whose loved ones have been harmed, as the result
23 of the presence of an unsafe handgun built from a Polymer80 kit in their homes;
- 24 • Law enforcement officers whose efforts to protect public safety and investigate and
25 prevent crime are frustrated, and whose jobs are made more dangerous, by the
26 proliferation of untraceable firearms built from Polymer80 kits;

- Any person who attempted or committed suicide using a firearm made from a Polymer80 kit, as well as their loved ones; and
- Persons living in fear for their lives and safety because their abuser, or a person who has caused or threatened to cause them physical harm, and who was legally prohibited from obtaining firearms, was able to obtain a firearm made from a Polymer80 kit.

SPECIAL INTERROGATORY NO. 10

By year from 2016 to the present, state how many firearms recovered from criminal investigations in California were constructed from GUN COMPONENT KITS; how many were not constructed from GUN COMPONENT KITS; and how many were Polymer80 products, including but not limited to as set forth in paragraphs 7-8 of the Complaint.

RESPONSE TO SPECIAL INTERROGATORY NO. 10:

In addition to the foregoing General Objections, which are incorporated herein by reference, the People specifically object to this Interrogatory on the grounds and to the extent that it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection. The People further object to this Interrogatory on the grounds and to the extent that it calls for information not in the People’s possession, custody, or control and/or information that is equally or more readily accessible to Defendants. The People further object to this Interrogatory to the extent that it seeks information not in the possession, custody, or control of the members of the City Attorney’s Office and outside counsel who are or have at any time been part of the City Attorney’s Office investigation or prosecution of Defendants. The People further object to this Interrogatory as unduly burdensome to the extent that it purports to require the People to make a compilation, abstract, audit, or summary of or from documents. Cal. Civ. Proc. Code § 2030.230. The People further object to this Interrogatory as vague, ambiguous, and unintelligible, particularly with respect to the use of the undefined term “Polymer80 products.” The People further object to this Interrogatory to the extent that it requires the People to assume that “GUN COMPONENT KITS” are not “Polymer80 products.” Discovery

1 and the People's investigation in this action are ongoing. The following responses reflect the
2 information reasonably available to the People at this time. The People reserve the right to amend
3 or supplement these responses as necessary or appropriate.

4 Without waiving the foregoing objections, the People respond as follows:

5 Ghost gun numbers are collected and reported by various law enforcement agencies across
6 the state of California. Not all law enforcement agencies have publicly reported numbers
7 throughout the applicable time period, and not all have tracked recoveries by manufacturer. The
8 People's response is limited to the data the People have been able to obtain to date, and the People
9 reserve the right to amend or supplement this response should more information become available.

10 In an affidavit submitted with an application for a search warrant for POLYMER80's
11 property on December 9, 2020, an ATF agent stated that in 2019, approximately 2,700 ghost guns
12 were recovered in California, including from crime scenes and law enforcement seizures from
13 convicted felons and gang members. The affidavit also stated that in 2019, approximately 15
14 Polymer80 handguns were recovered in California homicide investigations, and that 8 Polymer80
15 handguns were recovered in California robbery investigations. The affidavit also reported that two
16 Polymer80 PF940C handguns were recovered near the scene of a murder in Gardena, California,
17 in November 2020. The ATF affidavit also reported that guns made from Polymer80 frames
18 accounted for over 86% of the ghost guns recovered in the United States in 2019.

19 The California Attorney General's Office reported the following numbers of ghost guns
20 seized by law enforcement: 167 in 2016, 345 in 2017, 707 in 2018, 1,623 in 2019, 4,671 in 2020,
21 and 12,388 in 2021. California Department of Justice, APPS Annual Report 2021, at 26. It has
22 been reported that in 2020, California accounted for 65% of all ghost guns seized by the ATF,⁴
23 and that 41% of the ATF's Los Angeles Field Division's cases have involved ghost guns.⁵

24 In 2020, the LAPD recovered over 813 firearms with Polymer80 components during the
25 course of criminal investigations. The LAPD reported recovering a total of 8,661 firearms in
26

27 ⁴ <https://www.latimes.com/california/newsletter/2021-11-15/ghost-guns-california-essential-california>

28 ⁵ <https://abc7.com/ghost-guns-california-gun-laws-kits/5893043>

1 2021, 1,921 of which, or 22%, were ghost guns.⁶ From 2020 to November 2, 2022, the LAPD
2 reported an increase of over 130% in ghost gun recoveries.⁷ The LAPD recovered 459 ghost guns
3 at a buyback event on December 3, 2022, representing a 69% increase compared to a previous
4 buyback hosted in March 2022.⁸

5 From 2016 through October of 2022, at least 2,984 ghost guns were seized by the Los
6 Angeles County Sheriff's Department, approximately 1,100 of which were specifically identified
7 as containing Polymer80 components. This may be an undercount, given that manufacturer and
8 other descriptive information may not have always been entered, and or always entered in the
9 same manner.

10 From 2017 through May 2022, the San Diego Police Department seized at least 990 ghost
11 guns. Of those, approximately 812 were identified as containing Polymer80 components. From
12 January 1 to June 6, 2022, the San Diego Police Department seized at least 202 ghost guns. Ghost
13 guns represented approximately 25% of handgun seizures, and approximately 6% of long gun
14 seizures.

15 It has been publicly reported that Sacramento police recovered 73 ghost guns in 2019, 196
16 in 2020, and 410 in 2021.⁹

17 It has been reported that the San Francisco Police Department seized 16 ghost guns in
18 2017, 51 in 2018, 77 in 2019, 164 in 2020. It was also reported that of the 1,089 guns San
19 Francisco police seized in 2021, approximately 20 percent were ghost guns.¹⁰

20 The Santa Clara County Crime Lab reported that it examined 8 ghost guns in 2016, 18 in
21 2017, 63 in 2018, 126 in 2019, 141 in 2020, and 293 in 2021.

22 The Oakland Police Department recovered approximately 10 ghost guns in 2016, 12 in
23 2017, 29 in 2018, 58 in 2019, and 206 in 2020. Ghost guns with Polymer80 components

24 _____
25 ⁶ <https://www.lapdonline.org/newsroom/lapd-2021-year-end-review-use-of-force-report-nr220991l>

26 ⁷ <https://www.lapdonline.org/newsroom/los-angeles-police-department-announces-reward-program-for-ghost-gun-tips-nr22321hg>

27 ⁸ <https://www.lapdonline.org/newsroom/13th-annual-gun-buyback-nr22364mc>

28 ⁹ <https://www.kcra.com/article/ghost-guns-sacramento-streets-police-want-you-to-know/40710354>

¹⁰ <https://www.cnn.com/2022/02/09/us/ghost-guns-credit-cards-la-county/index.html>

1 comprised approximately 25% of ghost guns recovered in 2017, 24% of ghost guns recovered in
2 2018, 64% of ghost guns recovered in 2019, and 73% of ghost guns recovered in 2020.

3 By way of further response, the People invoke their right to produce documents pursuant to
4 Code of Civil Procedure Section 2030.230, and will produce and identify by Bates number
5 documents responsive to this request as soon as is reasonably practicable.

6
7 **SPECIAL INTERROGATORY NO. 11**

8 State whether PLAINTIFF’S position in this ACTION is consistent with the letter dated
9 August 19, 2021, from California Attorney General Rob Bonta to the Bureau of Alcohol, Tobacco,
10 Firearms, and Explosives’ Andrew Lange, attached hereto as Exhibit A, and if not explain why
11 PLAINTIFF The People Of The State Of California’s position in this ACTION is inconsistent
12 with that of the State of California’s Attorney General.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

14 In addition to the foregoing General Objections, which are incorporated herein by
15 reference, the People specifically object to this Interrogatory on the grounds and to the extent that
16 it seeks information protected by the attorney-client privilege, the attorney work product doctrine,
17 or any other applicable privilege or protection. The People further object to this Interrogatory on
18 the grounds and to the extent that it seeks information that is not relevant to the subject matter of
19 this action and is not reasonably calculated to lead to the discovery of admissible evidence. The
20 People further object to this Interrogatory as vague, ambiguous, and unintelligible. This
21 Interrogatory requires the People to speculate as to the meaning of the terms “position,”
22 “consistent,” and “inconsistent.” The Interrogatory is also objectionable because it requires the
23 adoption of the assumption that the letter, which is six pages long, represents a single “position” of
24 the California Attorney General, and that such “position” has relates to issues in this action. The
25 People further object to this Interrogatory as requiring the People to adopt an assumption about
26 what the People’s “position” in this action is. The People will interpret “PLAINTIFF’S position
27 in this ACTION” as referring to the allegations in the Complaint. The People’s response below is

1 based on their current understanding of the meaning of this Interrogatory; should any party assert a
2 different understanding, the People reserve the right to amend or supplement this response.
3 Discovery and the People’s investigation in this action are ongoing. The following responses
4 reflect the information reasonably available to the People at this time. The People reserve the
5 right to amend or supplement these responses as necessary or appropriate.

6 Without waiving the foregoing objections, the People respond as follows:

7 The letter attached as Exhibit A to Defendants’ First Set of Special Interrogatories is not
8 inconsistent with the People’s positions in this action.

9 It shows that the People, through both the Attorney General’s Office and the Office of the
10 Los Angeles City Attorney, have maintained that “80 percent” frames and receiver kits, like the
11 products at issue in this case, are firearms within the meaning of the GCA; that existing California
12 law required “80 percent” frames and receivers to be serialized; that ATF determinations that
13 focused on the amount of machining required, rather than whether a frame or receiver is “designed
14 to or may be readily converted” into a functioning firearm, were erroneous and deviated from the
15 plain language of the GCA (and at any rate those determinations did not apply to or purport to
16 authorize the sale of kits, such as those at issue in this litigation); that the California definition of
17 “self-assembled” or “self-manufactured” firearm included firearms constructed using a 3D printer
18 or other technology or fit together from component parts; and that California has required
19 serialization of privately manufactured firearms since 2018.

20 Actions and public statements by the Attorney General demonstrate its position on issues
21 relevant to this action. In 2020, the Attorney General filed suit alleging that prior ATF
22 determinations that “80 percent” frames and receivers were not firearms under the GCA was
23 “arbitrary, capricious and defies the plain meaning of the statute” and that the ATF’s shift from a
24 “temporal test” to a “machining operations” test led it to erroneously determine that “80 percent”
25 frames and receivers were not firearms under the GCA. (Complaint for Declaratory & Injunctive
26 Relief, at ¶ 8, *State of California v. Bureau of Alcohol, Tobacco, Firearms & Explosives*, No.
27 2:20-cv-06761, (N.D. Cal. Sept. 29, 2020), ECF No. 1 (“ATF Complaint”). The Attorney

1 General filed a First Amended Complaint in that action on October 20, 2022. (“FAC”). Those
2 complaints contended that “80 percent” frames and receivers are “designed to or may be readily
3 converted” into functional firearms, and thus are firearms under the GCA. (ATF Compl., ¶ 16,
4 FAC, ¶ 14.) The ATF Complaint and FAC also observed that “Polymer80 has become a
5 prominent manufacturer of 80 percent receivers and frames and other ghost gun parts” and that
6 “Polymer80 contributes significantly to ghost gun violence nationwide.” (ATF Compl., ¶ 78;
7 FAC, ¶ 76.) The AG’s ATF Complaint also stated that “Polymer80 makes purchasing and
8 assembling fully functional firearms, including assault rifles, simple for its customers. The
9 company’s website publishes step-by-step instructions and instructional videos that teach
10 customers how to convert their 80 percent kits into fully functional firearms.” (ATF Compl., ¶
11 81.) The AG’s ATF Complaint explained that “Customers on Polymer80’s website may order
12 unlimited quantities of ghost gun receiver kits, including AR-15 receiver kits, without providing
13 any proof of identification, age, or eligibility to possess firearms as would be confirmed by
14 undergoing a background check.” (*Id.*, ¶ 82.)

15 The Attorney General also intervened in *People v. Blackhawk Manufacturing Group, Inc.*,
16 Case No. CGC-21-594577, an action filed by the San Francisco District Attorney against
17 manufacturers and retailers of ghost gun kits. Polymer80 is not a defendant in that action, but
18 multiple defendants are or were resellers of Polymer80 products. The First Amended Complaint
19 in that action identifies Polymer80 as “a leading manufacturer of frame blanks and ghost gun kits”
20 and that a “Polymer80 kit constituted a firearm under federal law.” (Amended Complaint for
21 Preliminary and Permanent Injunctions, Civil Penalties, and Other Relief (“Blackhawk Compl.”),
22 ¶ 85.) The AG’s Blackhawk Complaint also states that “ATF has *never* determined that a frame
23 or receiver blank bundled with additional firearm parts or a jig fails to meet the federal ‘firearm’
24 definition.” (*Id.*, ¶ 84.) The AG’s Blackhawk Complaint also states that that ATF determination
25 letters “obviously do not address the issue of whether a frame or receiver blank meets any
26 definition of ‘firearm’ under California law.” (*Id.*)

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1 The Attorney General also signed on to an *amicus* brief filed in *Morehouse Enterprises,*
2 *LLC d/b/a Bridge City Ordnance v. Bureau of Alcohol, Tobacco, Firearms, and Explosives, et al.*,
3 Case No. 3:22-cv-00116, an action pending before the U.S. District Court for the District of North
4 Dakota. That brief explained that the proliferation of “firearms kits” from which ghost guns can
5 be assembled “revealed two problems:” (1) they enable persons prohibited from possessing guns
6 under the GCA to “buy a kit and assemble a fully functional gun within hours;” and (2) “because
7 the finished product was unserialized, officers could not track the gun if it was later used in a
8 crime.” (*Id.* at 3.) The *amicus* brief also explained that “easy-to-assemble weapons parts kits and
9 partially complete frames or receivers” fall within the GCA’s definition of “firearm” under the
10 statute’s plain text.

11

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13 Dated: January 13, 2023

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/s/ Tiffany Tejeda-Rodriguez
TIFFANY TEJEDA-RODRIGUEZ
Counsel for Plaintiff
The People of the State of California

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1 VERIFICATION

2 I am a Deputy City Attorney with the Office of the Los Angeles City Attorney (“City
3 Attorney’s Office”), counsel of record for the People of the State of California (“People”) in the
4 civil enforcement action styled *The People of the State of California v. Polymer80, Inc., et al.*, Los
5 Angeles Superior Court Case No. 21STCV06257.

6 I have reviewed the People’s Responses and Objections to Defendant Polymer80, Inc.’s
7 Special Interrogatories, Set One (“People’s Responses”). The information contained in these
8 responses is based on the documents produced by Defendants in this action; documents produced
9 in this action by third parties; Defendants’ responses to the People’s written discovery requests;
10 the deposition testimony of Polymer80’s person most qualified, Dan McCalmon, David Borges,
11 Sr., Loran Kelley, Alexandr Brodsky, and David Borges, Jr.; the additional sources identified in
12 the People’s Responses; publicly available news articles, press releases, and court documents; and
13 the documents the People will produce in response to Special Interrogatory Nos. 6 and 10. Based
14 my review of the aforementioned sources, I am informed and believe, and thereon allege, that the
15 People’s Responses are true and correct.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct, and that this declaration was executed this 13th day of January,
18 2023, at Los Angeles, California.

19 

20 _____
21 TIFFANY TEJEDA-RODRIGUEZ
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EXHIBIT I

August 19, 2021

VIA Federal eRulemaking Portal

The Honorable Merrick E. Garland
U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
99 New York Avenue NE
Washington, DC 20226

Re: Comment on Proposed Rule entitled “Definition of ‘Frame or Receiver’ and Identification of Firearms”; Docket No. ATF 2021R–05 (86 Fed. Reg. 27,720 (May 21, 2021))

Dear Attorney General Garland:

Access to unregulated firearms is growing. At the same time, communities across the country are being devastated by a rise in gun crimes. Both trends follow in part from the failure of the Bureau of Alcohol, Tobacco, Firearms and Explosives’ existing regulations to fully encompass all firearms that are properly subject to the Gun Control Act of 1968. *See* Pub. L. No. 90-618, 82 Stat. 1213 (1968). Indeed, because existing regulations that interpret and implement the Gun Control Act have been read not to apply to some firearms that are properly subject to that statute, items that meet the statutory definition of “firearm” can be accessed in many states without the Act’s required background check and by individuals that the Act categorically prohibits from obtaining a firearm. Certain firearm dealers have capitalized on these regulatory loopholes and actively promote that so-called “ghost guns”—meaning weapon kits or partially complete frames or receivers that can easily be converted into unserialized, operable weapons—can be purchased unencumbered by federal regulation.

The Bureau’s proposed rule, *Definition of ‘Frame or Receiver’ and Identification of Firearms*, 86 Fed. Reg. 27,720 (May 21, 2021), takes a significant step toward remedying this problem. It does so by providing definitions for “firearm”; “frame or receiver”; and “readily,” that clarify the broad range of modern firearms the Gun Control Act is meant to cover. The newly proposed definitions leave no doubt that ghost guns, and other firearms now treated as beyond federal regulation, are indeed subject to the Gun Control Act and federal regulation. The Bureau’s reexamination of these terms’ meaning under federal law is all the more important because many state agencies and courts follow the Bureau’s lead when interpreting similar state laws. New federal regulations, and the state efforts that will follow, will help curb the current wave of gun violence.

We commend the Bureau for undertaking this much-needed rulemaking and, on behalf of Pennsylvania, the District of Columbia, New Jersey, California, Colorado, Connecticut, Delaware, Illinois, Maine, Maryland, Massachusetts, Michigan, Minnesota, New Mexico, New York, North Carolina, Oregon, Rhode Island, Vermont, Virginia, Washington, and Wisconsin,

we write to express our enthusiastic support for the Bureau’s reassessment of the meaning of certain terms used in the Gun Control Act. We also write to suggest ways in which the Bureau may improve upon the proposed rule as it takes the important step of finalizing these essential regulations.

1. The Bureau’s Current Interpretation of the Gun Control Act Contributes to Increasing Violence in our States

a. The Bureau’s Current Regulations Fail to Properly Enforce the Gun Control Act

Congress passed the Gun Control Act in 1968 to respond to “the widespread traffic in firearms and [] their general availability to those whose possession thereof was contrary to the public interest.” *Huddleston v. United States*, 415 U.S. 814, 824 (1974). The Act has “twin goals”: “to keep guns out of the hands of criminals and others who should not have them, and to assist law enforcement authorities in investigating serious crimes.” *Abramski v. United States*, 573 U.S. 169, 180 (2014). Most relevant here, the Act accomplishes its objectives by restricting who may obtain a firearm, and under what circumstances. 18 U.S.C. § 922. To ensure compliance with those restrictions, the Act imposes strict licensing and regulation requirements on the firearms industry. *Id.* § 923. The Act also demands that any gun that moves in interstate commerce bear a serial number, and it imposes detailed record retention requirements on federal licensees. *Id.* § 923(g), (i). The Bureau helpfully summarizes the Act’s provisions on its website.¹

For the Gun Control Act to work as Congress envisioned, the manufacture, transfer, and possession of firearms must all occur within the Act’s strictures. When any of that activity happens beyond the Act’s parameters, the Gun Control Act cannot “keep guns out of the hands of criminals and others who should not have them” or “assist law enforcement authorities in investigating serious crimes,” as the statute is supposed to do. *Abramski*, 573 U.S. at 180. So to the extent that any “firearm” is unregulated, the objectives of the Gun Control Act are defeated.

The Gun Control Act defines the “firearms” it governs as “(A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.” 18 U.S.C. § 921(a)(3). Neither “frame or receiver” nor “may readily be converted” is statutorily defined.

The Bureau’s current implementing regulations reiterate the definition of “firearm” and independently define “frame or receiver.” 27 C.F.R. §§ 478.11, 479.11. For now, “frame or receiver” is defined as “[t]hat part of a firearm which provides housing for the hammer, bolt or

¹ <https://www.atf.gov/rules-and-regulations/gun-control-act>.

breechblock, and firing mechanism, and which is usually threaded at its forward portion to receive the barrel.” *Id.* § 478.11; *accord id.* § 479.11. In 2015, the Bureau determined that its definition of “frame or receiver” did not cover weapon parts that require “minor drilling and machining activities in or on the fire control area or other critical areas”—*i.e.*, parts that are solid in certain areas.² The Bureau’s interpretation of its regulation had no foundation in the Gun Control Act.

The Bureau has not yet promulgated any regulatory definition of “may readily be converted.” Nor has the Bureau, to date, regulated products that are “designed to or may readily be converted” into an operable weapon despite the Gun Control Act defining “firearm” to include such items. 18 U.S.C. § 921(a)(3)(A). The Bureau’s non-enforcement of this statutory language has created room for firearm manufacturers and dealers to defy the statute.

b. Manufacturers and Dealers Exploit the Bureau’s Existing Regulations to Build and Sell Firearms Without Federal Oversight

Recent developments have exposed that the existing regulatory definitions of “firearm” and “frame or receiver”—as well as the failure to regulate products that are designed as, or may be readily converted into, a functioning weapon—have allowed the widespread manufacture and sale of firearms that are subject to the Gun Control Act’s strict framework, but not regulated as such. These regulatory gaps have effectively sanctioned the meteoric rise of a gun industry that operates without oversight. This industry, which is populated mostly by non-licensees, relies on the narrow regulatory definitions to ensure that its products fall just short of how the Bureau currently defines “firearm.” By doing so, the industry can engage in the unlicensed and federally unregulated sale of unserialized products that are designed to function as a weapon, and can be easily converted into one. When purchasers later complete the simple conversion process, the resulting unserialized weapon is untraceable by law enforcement and uniquely appealing to those who engage in criminal activity.

Unserialized guns take several forms. Most commonly, they are guns that have been assembled after the unregulated purchase of a weapon parts kit or of a partially complete handgun frame or receiver. Polymer80’s “80% Pistol Frame Kit,”³ and its “80% AR Receiver Kit”⁴ are emblematic products. The Bureau has sanctioned the federally unregulated sale of some of these products via determination letters, issued directly to ghost gun manufacturers and dealers, declaring that these dangerous weapons are not sufficiently complete to be considered “firearms” under federal law.⁵ The ghost gun industry relies on that definition to produce and sell thousands of deadly weapons across the United States with no serial numbers and no background checks. The industry ensures that its handgun frames and semi-automatic receivers do not meet

² <https://www.atf.gov/file/11711/download>.

³ <https://www.polymer80.com/pistols/80percentpistolkits>.

⁴ <https://www.polymer80.com/arreceivers>.

⁵ <https://www.polymer80.com/CMS-Images/ATF-DetLetters.pdf>.

the Bureau's 2015 interpretation of "frame or receiver" by simply not drilling into the frame or receiver, shipping the mostly finished frame or receiver to purchasers, and then providing detailed instructions for the purchaser to finish the firearm at home, often in minutes.⁶ Some retailers specifically promote kits and partially complete receivers as not being subject to federal regulation,⁷ and boast that the federally unregulated sale of their products is legal.⁸ For example, until recently Polymer80 claimed on its website that federal regulations do not prohibit a person with a past felony conviction from purchasing its 80% kit.⁹ And 80% Arms, another retailer, promotes its partially complete receivers as available without "background check or registration."¹⁰ Other retailers attempt to further insulate their kits from federal regulation by requiring that online purchasers buy in separate transactions the parts that will be used to assemble an operable weapon.¹¹

But as discussed more below, *see infra* Section 2.b, these products certainly are within the Gun Control Act's definition of "firearm" because they are designed as, and can easily be converted into, an operable weapon. For example, Polymer80 advertises and sells kits that include all parts and tools needed to easily convert the kit's parts into an operable weapon.¹² Polymer80 has also sold "Buy Build Shoot Kits," which include "all the necessary components to build a complete pistol", such as a "frame kit, complete slide assembly, complete frame parts kit, 10 or 15 round magazine and a pistol case."¹³

Beyond kits and partially complete frames and receivers, the Bureau's existing regulations leave unregulated the frame or receiver of weapons with a split or modular design. As the Bureau is aware, weapons designed with split or modular receivers often have no part that houses all of the "hammer, bolt or breechblock, and firing mechanism" while also being "threaded at its forward portion to receive the barrel." 27 C.F.R. § 478.11; *accord id.* § 479.11. Several courts recently have relied on that existing definition to conclude that the receiver of such a weapon, alone, is outside the Gun Control Act's reach. *See United States v. Rowold*, 429 F. Supp. 3d 469, 476-77 (N.D. Ohio 2019); *United States v. Jimenez*, 191 F. Supp. 3d 1038, 1041-45 (N.D. Cal. 2016). As one court observed, accepting the Bureau's current definition of "frame or receiver" as the correct interpretation of Congress's use of that term means that any receiver that does not house all of the "hammer, bolt or breechblock, and firing mechanism" is not covered under the Gun Control Act. *Rowold*, 429 F. Supp. 3d at 476-77. The proposed rule

⁶ <https://www.polymer80.com/how-to-manuals> (providing a series of written instructions on how to complete firearms along with links to instructional videos).

⁷ <https://ghostgunner.net/index.php> (explaining that there is "No registration or serialization required" for its kits).

⁸ Before being sued by the District of Columbia, Polymer80 had language on its website saying "Is it legal?" and exclaiming "YES!"

⁹ Formerly accessible at <https://polymer80.happyfox.com/kb/article/24-are-felons-restricted-from-owning-a-firearm-that-was-built-from-an-80-receiver/>.

¹⁰ <https://www.80percentarms.com/blog/buying-guns-online-without-ffl/>.

¹¹ <https://www.80percentarms.com/products/gst-9-80-pistol-build-kit/>.

¹² <https://www.polymer80.com/PF9SS-80-Single-Stack-Pistol-Frame-Kit-OD-Green> (noting that "[c]omplete Finishing Jig and Drill Bits are included").

¹³ <https://americanweaponscomponents.com/product/polymer80-pf940c-buy-build-shoot-bbs-15-round-magazine>.

recognizes that adhering to that court's decision would mean that as many as 90% of all frames or receivers in the United States may not be regulated. 86 Fed. Reg. at 27,722.

Weapons created through the use of additive manufacturing, such as through the use of a 3D printer, are an additional form of federally unregulated firearm that is now widely available. Indeed, federal law does not stop the files used for printing an unserialized weapon from being freely exchanged within the United States. Some of these files can be used to print a working firearm made almost entirely of polymer, making these guns uniquely dangerous because they are undetectable by a standard metal detector.

c. The Proliferation of Federally Unregulated Firearms Harms Our States

The narrowness of the current regulations has severe real-world consequences. As the current presidential Administration has warned, the country is experiencing a surge in gun violence.¹⁴ In 2020, large cities saw a 30% increase in homicides relative to 2019.¹⁵ Gun assaults rose 8% from 2019 to 2020 in the same cities.¹⁶ For 2021's first quarter, homicide rates in large cities were 24% higher than they were for 2020's first quarter, and gun assaults were up by 22%.¹⁷

Data from certain cities is as worrisome. In 2021, there were 22% more homicides in Philadelphia between January and mid-August than there were for the same period in 2020.¹⁸ Chicago's year-to-date numbers show shootings are up by 15% relative to 2020, and there have been 10% more shooting victims.¹⁹ As of July 2021, Los Angeles had a 28.9% jump in homicides relative to the same 2020 period and a 47.5% increase relative to the same 2019 period.²⁰

As communities across the country experience these frightening trends, more unserialized firearms are being discovered nationwide. The Philadelphia Police Department, for example, recovered 287 unserialized guns in the first half of 2021.²¹ More than 9% of all guns recovered following a gun crime in Philadelphia were unserialized.²² In 2019, Philadelphia police recovered just 95 unserialized guns, and unserialized guns were only 2.23% of all guns recovered

¹⁴ <https://www.whitehouse.gov/briefing-room/statements-releases/2021/06/23/fact-sheet-biden-harris-administration-announces-comprehensive-strategy-to-prevent-and-respond-to-gun-crime-and-ensure-public-safety/>.

¹⁵ https://cdn.ymaws.com/counciloncj.org/resource/resmgr/covid_commission/Year_End_Crime_Update_Design.pdf

¹⁶ https://cdn.ymaws.com/counciloncj.org/resource/resmgr/covid_commission/Year_End_Crime_Update_Design.pdf.

¹⁷ <https://covid19.counciloncj.org/2021/05/21/impact-report-covid-19-and-crime-4/>.

¹⁸ <https://www.phillypolice.com/crime-maps-stats/>.

¹⁹ <https://www.nbcchicago.com/news/local/chicago-gun-violence-461-shootings-reported-in-july-up-15-from-last-year/2575176/>.

²⁰ <http://lapd-assets.lapdonline.org/assets/pdf/cityprof.pdf>.

²¹ Data on file with the Pennsylvania Office of Attorney General.

²² Data on file with the Pennsylvania Office of Attorney General.

after a gun crime.²³ Similarly, the District of Columbia’s Metropolitan Police Department recovered three unserialized guns in 2017, but recovered 263 of them in 2020, which was 13% of all recovered guns. In Chicago, police recovered 139 unserialized guns in 2020, having recovered just two in 2016.²⁴ Likewise, Baltimore police recovered 126 unserialized guns in 2020 and by July 2021 had already recovered over 140; in 2019, that police department recovered just 29 unserialized guns.²⁵ Los Angeles police seized more than 700 unserialized guns in 2020, which was about 40% of all guns recovered in the city.²⁶ In New Jersey, 55 unserialized guns were recovered in 2019 out of 3,385 total gun recoveries (1.62%); 101 were recovered in 2020 out of 3,375 total gun recoveries (2.99%); and 122 had already been recovered in 2021 as of July 15 out of 2,154 total gun recoveries (5.66%).²⁷ All this data almost certainly underreports the proliferation of federally unregulated firearms. The Bureau correctly noted that likelihood in its own data review. 86 Fed. Reg. at 27,722-723 n.18.

And while the data is not yet complete enough to comprehensively describe who is accessing weapon parts kits and partially complete receivers to construct unserialized firearms, there is no doubt that individuals whom the Gun Control Act categorically prohibits from accessing a firearm for reasons such as prior criminal convictions are in that group. As mentioned, until just recently Polymer80 specifically noted on its website that a person with a past felony conviction can purchase its 80% kit.²⁸ And 80% Arms, another retailer, promotes its partially complete receivers as available without “background check or registration.”²⁹

So far in 2021, 56 people who are prohibited from possessing a firearm because of a past conviction for a violent felony have been arrested in Philadelphia with an unserialized gun.³⁰ Another 46 people with a past conviction for a gun crime have been arrested in Philadelphia in 2021 with an unserialized gun.³¹ Baltimore recovered 29 unserialized guns in 2020 from people below the legal age to possess a firearm in Maryland, including one fourteen year old.³² Last year, a thirteen-year-old in Cambridge, Massachusetts was discovered to have built dozens of unserialized guns from home.³³ Men in both Washington and Massachusetts with lengthy criminal histories were arrested with a vast array of firearms, including some unserialized

²³ Data on file with the Pennsylvania Office of Attorney General..

²⁴ <https://wgntv.com/news/chicagocrime/ghost-guns-seized-by-chicago-police-steadily-rising-as-biden-administration-plans-to-target-them/>.

²⁵ https://www.youtube.com/watch?v=5T_EkGGPsVQ; <https://www.baltimoresun.com/news/crime/bs-md-ci-cr-police-arrest-20210707-gzjnh7jubzf5bmjnfgrwhy5x4-story.html>.

²⁶ <https://www.latimes.com/california/story/2021-02-17/ghost-gun-maker-polymer80-lawsuit-los-angeles>.

²⁷ Data on file with New Jersey State Police.

²⁸ Formerly accessible at <https://polymer80.happyfox.com/kb/article/24-are-felons-restricted-from-owning-a-firearm-that-was-built-from-an-80-receiver/>.

²⁹ <https://www.80percentarms.com/blog/buying-guns-online-without-ffl/>.

³⁰ Data on file with the Pennsylvania Office of Attorney General.

³¹ Data on file with the Pennsylvania Office of Attorney General.

³² https://www.youtube.com/watch?v=5T_EkGGPsVQ; <https://www.baltimoresun.com/news/crime/bs-md-ci-cr-police-arrest-20210707-gzjnh7jubzf5bmjnfgrwhy5x4-story.html>.

³³ <https://www.wcvb.com/article/ghost-guns-growing-appeal-to-criminals-in-massachusetts/31096120>.

firearms;³⁴ the Massachusetts man also had “several high-capacity magazines, templates to make ghost guns, a DVD called ‘How to build your untraceable AR-15 at home’ and ‘a copy of ‘Mein Kampf.’”³⁵

It is hardly surprising that individuals without legal access to firearms would resort to these untraceable weapons, or that those weapons would be used to commit crimes. Accessing a firearm that lacks the serialization required under the Gun Control Act makes it harder to connect the firearm with either its source or its unlawful user. For these reasons, several courts have observed the inherent appeal that unserialized firearms have for people who intend to use a firearm for a dangerous or illegal purpose. The Third Circuit explained that “[f]irearms without serial numbers are of particular value to those engaged in illicit activity because the absence of serial numbers helps shield recovered firearms and their possessors from identification.” *United States v. Marzzarella*, 614 F.3d 85, 98 (3d Cir. 2010). The Tenth Circuit noted that a defendant had described the lack of a serial number as the best part of an assault rifle. *United States v. Trujillo*, 817 F. App’x 634, 636 (10th Cir. 2020).

Available data is starting to confirm that people who are accessing unserialized firearms are using them to commit crimes. For example, since the start of 2020, at least 37 unserialized guns have been used in a shooting in New Jersey.³⁶ Of the 126 unserialized guns recovered in Baltimore in 2020, 21 were connected to a violent crime, including 15 shootings or homicides.³⁷

Because the Bureau’s current regulations do not apply to a large class of firearms that are properly subject to the Gun Control Act, there is little federal authorities can do to control the transfer or possession of those firearms. As things stand, federal regulations do not require sellers of kits or of partially complete frames or receivers that meet § 921’s definition of “firearm” to conduct background checks on purchasers. People that Congress has categorically determined should not be permitted to obtain a gun thus have an easy workaround. Those realities produce a major hole in the federal regulation of firearms that federal authorities must work to close.

States can, and do, take an active part in regulating firearms under their own laws. In 2020, the District of Columbia enacted legislation that expressly bans the sale or transfer of ghost guns. D.C. Act 23-245. In 2018, New Jersey Governor Murphy signed legislation making it illegal to purchase firearm parts (separately or as part of a kit) to manufacture an unserialized firearm. N.J.S.A. 2C:39-9(k). Since 2019, Washington has prohibited the manufacture of ghost guns with intent to sell them, and also prohibits the manufacture or possession of undetectable weapons. Wash. Rev. Code 9.41.190, .325.

³⁴ <https://www.heraldnet.com/news/supervised-edmonds-felon-accused-of-having-ghost-gun-arsenal/>;
<https://www.wcvb.com/article/ag-winthrop-massachusetts-man-had-untraceable-ghost-guns-ammo-in-apartment/33513995>

³⁵ <https://www.wcvb.com/article/ag-winthrop-massachusetts-man-had-untraceable-ghost-guns-ammo-in-apartment/33513995>.

³⁶ Data on file with New Jersey State Police.

³⁷ https://www.youtube.com/watch?v=5T_EkGGPsVQ.

In addition to states' legislative efforts, state Attorneys General have filed civil and criminal actions against gun dealers for unlawfully selling ghost guns. New Jersey, for example, announced today the indictment of 11 members of a criminal organization charged with operating an illegal weapons trafficking operation which included the sale of numerous ghost guns.³⁸ The State also recently resolved a lawsuit filed against one ghost gun manufacturer for violations of state law after securing an agreement from the manufacturer to stop selling its guns in New Jersey. Final Consent Judgment, *Grewal v. Tromblee*, No. ESX-C-63-19 (N.J. Super. Ct. Ch. Div. Mar. 16, 2021). Similarly, the District of Columbia sued Polymer80 for violating local law by selling firearms to District residents.³⁹

Still, new regulations from the Bureau are necessary to limit the distribution of undetectable firearms and to respond to the current wave of gun violence. As a factual matter, many states follow the Bureau's lead when interpreting the scope of their own gun laws. *See, e.g., Landmark Firearms LLC v. Evanchick*, No. 694 M.D. 2019, Slip Op. at 3 (Pa. Commw. Ct. Jan. 31, 2020) (noting that until recently Pennsylvania State Police has interpreted state gun law "in lock-step with ATF's practices and regulations, including the ATF's definition of 'firearm frame or receiver'"). In Maryland, the legislature has enacted gun laws that it expects "to be read consistent with federal law." *Moore v. State*, 983 A.2d 583, 595 (Md. Ct. Spec. App. 2009). More importantly, federal regulations are needed because firearms easily move across state lines. There are limits to what any one state can do in response to an inherently national problem.

For all these reasons, we applaud the Bureau for revisiting how to best interpret the Gun Control Act. This is a national problem that cannot be fully resolved without national action.

2. The Proposed Rule Regulates Firearms as Congress Intended

The Bureau's proposed rule goes a long way toward resolving problems with the existing regulations. It does so by interpreting terms used in the Gun Control Act in a way that achieves what Congress intended to accomplish through that statute.

a. The Gun Control Act Must Be Interpreted Consistently with Congressional Intent

Congress's "principal purpose" when passing the Gun Control Act was "to curb crime by keeping 'firearms out of the hands of those not legally entitled to possess them because of age, criminal background, or incompetency.'" *Huddleston*, 415 U.S. at 824 (quoting S. Rep. No. 1501, 90th Cong., 2d Sess., 22 (1968)); *accord Abramski*, 573 U.S. at 181. Congress advanced that objective not merely by restricting firearm sales but by "broadly keeping firearms away from the persons Congress classified as potentially irresponsible and dangerous. These persons are

³⁸ <https://www.njoag.gov/acting-ag-bruck-announces-criminal-charges-against-gun-trafficking-ring-that-sold-assault-rifles-untraceable-ghost-guns-into-new-jersey/>.

³⁹ <https://oag.dc.gov/release/ag-racine-sues-gun-manufacturer-polymer80>.

comprehensively barred by the Act from acquiring firearms by any means.” *Barrett v. United States*, 423 U.S. 212, 218 (1976) (cleaned up).

Broadly controlling access to firearms was the focal point of the law because “Congress determined that the ease with which firearms could be obtained contributed significantly to the prevalence of lawlessness and violent crime in the United States.” *Huddleston*, 415 U.S. at 824 (citing S.Rep. No. 1097, 90th Cong., 2d Sess., 108 (1968)). Indeed, when Congress passed the Gun Control Act it was specifically concerned with “widespread traffic in firearms and with their general availability to those whose possession thereof was contrary to the public interest.” *Id.* As one Member of Congress said, the Gun Control Act “seeks to maximize the possibility of keeping firearms out of the hands” of certain people. *Id.* at 828 (citing 114 Cong. Rec. 21,784 (1968)).

Maintaining fidelity to Congress’s purpose has been a consistent theme in the Supreme Court’s interpretation of the Gun Control Act. In *Huddleston*, the Court considered whether the prohibition against making false statements during the acquisition of a firearm applied to the redemption of a firearm from a pawnshop. The defendant had argued that redeeming a firearm from a pawnshop did not amount to acquiring the firearm because the pawnor already possessed the firearm being redeemed. *Huddleston*, 415 U.S. at 819-20. The Court did not embrace that argument because doing so would mean that “every evil Congress hoped to cure would continue unabated.” *Id.* at 829.

Barrett v. United States, 423 U.S. 212 (1976), illustrates the same point. There, the Court considered if the Gun Control Act reached local purchases of firearms that had previously traveled interstate. It did, the Court concluded, because Congress could not have meant to exclude “the most usual transaction” from a law that was meant to broadly keep firearms away from people deemed too irresponsible to possess them. *Id.* at 220-21.

More recently, in *Abramski*, the Court affirmed the importance of interpreting the Gun Control Act consistent with Congress’s purpose. At issue was how the Gun Control Act governs transactions in which the purchaser falsely claims to be purchasing a firearm for himself. The Court rejected an argument that such “straw” purchases are permissible so long as the straw purchaser could have bought the gun for himself, for “[t]he overarching reason” that it “would undermine—indeed, for all important purposes, would virtually repeal—the gun law’s core provisions.” *Abramski*, 573 U.S. at 179-80. Congress’s intent to keep guns away from those who should not have them would be defeated if the Gun Control Act ignored the realities of a transaction; it would be “utterly ineffectual” to perform the statute’s required background check on someone other than the gun’s actually intended owner. *Id.* at 180-81.

On top of hewing to congressional purpose, the Court consistently has taken a pragmatic view of gun transfers and ownership to ensure that the Gun Control Act is not interpreted in a way that produces gaps in the statute’s coverage. Each of *Huddleston*, *Barrett* and *Abramski*

exhibits how the Court has used this concern to inform its reading of the Gun Control Act. In *Huddleston*, when the Court could not locate in the legislative history what Congress meant by “acquisition” or “sale or other disposition,” it interpreted those phrases to give them “maximum coverage.” 415 U.S. at 826-27. In *Barrett*, the Court was unwilling to interpret the Gun Control Act to allow people classified as potentially dangerous or irresponsible under the statute to obtain a firearm through an intrastate transaction because accepting that argument would produce a “gap in the statute’s coverage.” 423 U.S. at 218. Finally, when addressing straw purchases in *Abramski*, the Court gleaned from the Gun Control Act that Congress was concerned “with the practical realities, rather than the legal niceties, of firearms transactions,” meaning the Court should follow a “substance-over-form approach” to interpreting the statute. 573 U.S. at 183-84. Guided by that approach, the Court could not read the Gun Control Act to be ambivalent about the person who would in fact own a purchased firearm. *Id.*

b. The Proposed Rule Interprets the Gun Control Act Consistently with Congressional Intent

Applying the lessons of these cases here, the best interpretations of “firearm”; “frame or receiver”; and “readily” must be broad enough to encompass the realities of modern firearms and future design developments. Otherwise, as has become evident, a large class of “firearms” within § 921’s definition completely evades the Gun Control Act’s restrictions. When that happens, the Gun Control Act does not provide Congress’s intended oversight of the manufacture or transfer of firearms and does not restrict individuals deemed ineligible to obtain a gun from doing so.

The Bureau’s proposed rule appropriately interprets these terms, properly clarifying the broad range of firearms Congress intended the Gun Control Act to cover. With weapon parts kits, for example, the Bureau rightly concludes that these are “firearms” within the meaning of § 921(a)(3)(A) because they can be readily converted into a functioning weapon, and are designed to do so. 86 Fed. Reg. at 27,729 & nn. 39-41. There is no merit to any argument that kits are not firearms within § 921 just because they are sold in an incomplete state, an argument that at once ignores the pragmatics of weapon parts kits and the Gun Control Act’s “designed” and “readily” converted language. Indeed, “[e]very circuit to consider the question has come to the same conclusion: an inoperable weapon that ‘will’ not expel a projectile . . . still falls within the statutory definition of a firearm if it is ‘designed’ to do so.” *United States v. Thomas*, No. 17-cr-194 (RDM), 2019 WL 4095569, at *5 (D.D.C. Aug. 29, 2019). Similarly, the best reading of the text “frame or receiver” in § 921(a)(3)(B) is that the phrase encompasses some unfinished frames and receivers. It is implausible that Congress intended to ignore nearly complete frames and otherwise functional but “incomplete” receivers. At some point before completion, a product becomes sufficiently recognizable as a “frame or receiver” that it falls within the reach of § 921(a)(3)(B). The proposed rule’s definition of what qualifies as a “[p]artially complete, disassembled, or inoperable frame or receiver,” 86 Fed. Reg. at 27,746, sets forth a pragmatic way to resolve that issue.

Factually, there can be no dispute that kits—or partially complete frames or receivers for that matter—are designed to operate as a firearm, and can be readily converted to do so. For each of its kits and partially complete receivers, Polymer80, for example, has manuals for converting the kit into a functioning weapon.⁴⁰ Some of Polymer80’s kits are promoted specifically as “contain[ing] all the necessary components to build a complete PF940C pistol.”⁴¹ Another retailer—80% Arms—says about one of its pistol kits that “[t]he complete GST-9 pistol kit is everything you need to build a top-tier handgun Our goal was for you to be able to go from opening the mail, to a competition or defense ready pistol in under 15 minutes.”⁴² The same company says about its partially complete receivers that it is “ridiculously easy for a non-machinist to finish their 80% lower in under 1 hour with no drill press required.”⁴³

Likewise, the Bureau’s proposed rule appropriately makes clear that all complete firearms have a frame or receiver, even those designed with a split or modular frame. It provides a comprehensive definition of “frame or receiver” such that manufacturers cannot use the Bureau’s regulations as a guide to avoid federal oversight. The proposed definition further ensures that it will no longer be true that “as many as 90 percent of all firearms now in the United States” do not have a frame or receiver covered under the Gun Control Act, 86 Fed. Reg. at 27,722, and also that the new regulations are not rendered obsolete by future industry developments.

Finally, the proposed rule provides a reasoned and logical definition of “readily” with a set of eight criteria that will determine whether incomplete weapons or configurations of parts are “firearms.” 86 Fed. Reg. 27,730. This definition takes a practical approach to defining when any product that is not yet an operable weapon still comes within the scope of the Gun Control Act. So, for example, the proposed rule sensibly recognizes that excluding one or two firearm components that are easily obtained in an accompanying product or from a separate source does not change the fact that a weapon kit is “designed to or may readily be converted” to an operable weapon. *See, e.g., United States v. Drasen*, 845 F.2d 731, 736-37 (7th Cir. 1988) (rejecting argument that a collection of rifle parts cannot be a “weapon”).

In sum, the Supreme Court has made clear that Congressional purpose should be followed when interpreting where the Gun Control Act applies. The proposed rule does an admirable job reconciling the Bureau’s regulations with the purpose of the Gun Control Act. As the regulations are finalized, the Bureau should continue to be guided by the ultimate goals of the Gun Control Act and the realities of modern firearms.

⁴⁰ <https://www.polymer80.com/how-to-manuals>.

⁴¹ <https://americanweaponscomponents.com/product/polymer80-pf940c-buy-build-shoot-bbs-15-round-magazine>.

⁴² <https://www.80percentarms.com/products/gst-9-80-pistol-build-kit/>.

⁴³ <https://www.80percentarms.com/80-jigs/>.

3. Suggestions to Clarify the Final Regulations

We support the proposed rule's major provisions for the reasons discussed above. We also want to provide the Bureau with additional suggestions that we believe will help achieve the Gun Control Act's critical objectives.

First, for "a split or modular frame or receiver," the proposed rule explains that the Director has discretion to determine what qualifies, and identifies the factors that the Director will consider in the exercise of that discretion. 86 Fed. Reg. at 27,743. It thus appears that something may qualify as a "split or modular frame or receiver" only if the Director makes that determination. While we agree it is important both that the Director has discretion to determine what qualifies as a "frame or receiver" and that the proposed rule identifies what factors the Director will consider in the exercise of that discretion, the regulations should also provide a standard that may be generally used to determine whether something is a "a split or modular frame or receiver," and then additional factors that may inform how that standard is applied. Structured that way, the regulations would define "a split or modular frame or receiver" much as the proposed rule suggests defining "readily." 86 Fed. Reg. at 27,747. As one possible solution, we recommend inserting "each of those parts shall be a frame or receiver unless" before "the Director may determine" and then changing "may determine" to "determines." Relatedly, for the definition of "partially complete, disassembled, or inoperable frame or receiver," 86 Fed. Reg. at 27,746, we suggest making clear that courts and the public, in addition to the Director, may rely on the identified considerations to determine whether something is a "partially complete, disassembled, or inoperable frame or receiver."

Second, for the reasons stated above, we strongly support the Bureau's proposal to add to the regulatory definition of "firearm" that it "shall include a weapon parts kit that is designed to or may readily be assembled, completed, converted, or restored to expel a projectile by the action of an explosive." 86 Fed. Reg. at 27,741. We further urge the Bureau to clarify the relationship between a weapon parts kit and a partially complete frame or receiver. Although the proposed rule includes a "weapon parts kit" within the definition of "firearm" and separately defines a "partially complete, disassembled, or inoperable frame or receiver," we note that a partially complete frame is often sold as part of a weapon parts kit. Therefore, we suggest that the Bureau clarify whether, to satisfy the Bureau's definition of "firearm," a weapon parts kit must include a partially complete frame or receiver.

Third, the proposed definition of "frame or receiver" states in part that a "frame or receiver" is "[a] part of a firearm that, *when the complete weapon is assembled*, is visible from the exterior and provides housing or a structure designed to hold or integrate one or more fire control components" See 86 Fed. Reg. at 27,741 (emphasis added). We believe the current placement of italicized language makes the definition susceptible to being read to say that the part of a weapon that is the "frame or receiver" becomes so only when the complete weapon is assembled. In other words, until assembly there is no "frame or receiver." To avoid that possible

misreading, we believe the sentence should say, “a part of a [complete weapon] that is or will be visible from the exterior when the complete weapon is assembled and provides housing or a structure designed to hold or integrate one or more fire control components”

Fourth, the proposed definition of “frame or receiver” refers to “[a] part of a *firearm*” 86 Fed. Reg. at 27,741 (emphasis added). Because under both the Gun Control Act and the Bureau’s regulations a “firearm” could mean just the “frame or receiver” of a weapon, it is confusing to define “frame or receiver” as “a part of a firearm.” “A part of a *complete weapon*” would be a better alternative. Further on in the definition, the Bureau proposes to include that “the term ‘fire control component’ means a component necessary for the *firearm* to initiate, complete, or continue the firing sequence.” 86 Fed. Reg. at 27,741 (emphasis added). Again, given that a “firearm” is defined by statute and regulation to encompass just the frame or receiver of a weapon—which necessarily will not fire—the italicized portion could read “complete weapon.” Similar use of “firearm” occurs once more in the supplemental definition provided for a split or modular frame or receiver, which reads that “in the case of a *firearm* with more than one part that provides housing or a structure designed to hold or integrate one or more fire control or essential internal components” 86 Fed. Reg. at 27,743 (emphasis added). Here, too, the italicized portion may make more sense if it read “complete weapon.”

Fifth, we believe that the Bureau should explain that “made,” as used in the definition of “privately made firearm,” does not imply that firearms cannot be “manufactured” by private parties for purposes of other firearms laws. The proposed rule opted for “privately made firearm” instead of “privately manufactured firearms” to distinguish between what a federal licensee does (manufacture) and what a non-licensee does (make). 86 Fed. Reg. at 27,730. The preamble then cites definitions of “manufacturer” and “licensed manufacturer” in the Gun Control Act and National Firearms Act, and notes that the latter defines the term “make” to include “manufacturing (other than by one qualified to engage in the business under this chapter). . . .” 86 Fed. Reg. at 27,730 n.60. The National Firearms Act’s definition of “make” demonstrates that the distinction between “make” and “manufacture” is not consistent throughout federal law. We therefore urge the Bureau to clarify that its use of “made” in this regulation does not limit the meaning of either “made” or “manufacture” as used in this and other federal laws and regulations.

Sixth, we urge the Bureau to consider—in this rulemaking or otherwise—how to effectively regulate the domestic distribution of Computer Aided Manufacturing (CAM) and Computer Aided Design (CAD) files and other software and technology used to produce firearms. Digital files used for the production of firearms via 3D printing, just like weapon parts kits, can be used to “readily” assemble a working firearm. CAM or CAD files can produce a firearm frame or receiver or even a complete firearm using a 3D printer with no or minimal human manipulation needed. The Department of Commerce, through its Export Administration Regulations, currently regulates the *export* of CAM or CAD files for the production of firearms where such files are “ready for insertion into a computer numerically controlled machine tool,

additive manufacturing equipment, or any other equipment that makes use of” the files “to produce the firearm frame or receiver or complete firearm.” 15 C.F.R. § 734.7(c). Since Commerce’s regulations apply only to the international distribution of such files, no federal agency currently regulates their domestic distribution. We believe there are opportunities for the Bureau to work alone or with other Departments, such as Commerce, to address this problem.

Seventh, we support the Bureau’s proposed requirements for the marking of privately made firearms—including those produced using additive manufacturing—for traceability purposes. In the final rule, we believe the Bureau should clarify that any identifying marks must be placed on the metal insert of an otherwise undetectable firearm, not on any polymer or other nonmetal part or component, to ensure the marks are not worn away during normal use. While the proposed rule’s preamble suggests this should happen, 86 Fed. Reg. at 27,732, the text of the proposed regulations does not do so explicitly.

4. Conclusion

We strongly support the Bureau for undertaking this much-needed rulemaking to modernize its regulatory definitions of terms used in the Gun Control Act. The current regulatory definitions’ failure to capture all firearms properly subject to the Gun Control Act has allowed unserialized guns to spread throughout our states, coinciding with a significant rise in gun violence. The Bureau’s revised interpretations of terms used in the Gun Control Act better accomplish that statute’s important purposes and will help address the ongoing wave of gun violence.

Respectfully submitted,



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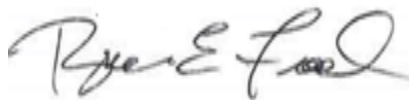
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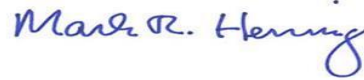
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EXHIBIT J



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ROB BONTA

Attorney General

Attorney General Bonta Applauds Biden Administration Effort to Regulate Ghost Guns

Press Release / *Attorney General Bonta Applauds Biden Administration Effort ...*

Thursday, August 19, 2021

Contact: (916) 210-6000, agpressooffice@doj.ca.gov

OAKLAND – California Attorney General Rob Bonta today announced support of a Proposed Rule by the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF) that would clarify the agency’s definition of what qualifies as a firearm. In a comment letter to the ATF, the Attorney General lauded the agency for its reversal of a prior determination that so-called “80 percent” frames and receivers, which are commonly used to assemble untraceable ghost guns, are not firearms under the Gun Control Act (GCA). Last year, the California Department of Justice (DOJ) and Giffords Law Center to Prevent Gun Violence led a coalition in filing a lawsuit demanding the ATF change its interpretation of the GCA and classify these frames and receivers as firearms subject to federal firearm statutes and regulations.

"We applaud the Biden Administration for taking steps to enforce commonsense gun regulation at the federal level," **said Attorney General Bonta**. "Right now, do-it-yourself ghost gun kits allow anyone with a credit card and an internet connection to purchase and build a fully operable, untraceable weapon in minutes with little to no restriction. In California, we know this is a problem which is why we regulate ghost guns the same way we do other firearms. However, our borders are not impenetrable which means kits bought elsewhere can be brought into our state. The ATF's Proposed Rule will bring federal law up to speed with California law, and make it clear that unfinished frames and receivers are firearms, and will be regulated as such."

"Ghost guns exist only to undermine strong gun safety laws," **said Adzi Vokhiwa, Federal Affairs Director, Giffords**. "The Biden Administration's proposed rule will close the loopholes that have allowed these weapons to proliferate, especially among people who are prohibited from possessing guns. We commend Attorney General Bonta for supporting this important rule, and thank him for his strong leadership in the face of this rising threat."

The ATF's previous interpretation of the GCA has led to the proliferation of ghost guns in California and throughout the country. According to the ATF, as of 2019, 30% of all firearms recovered in California were not serialized. In addition, Giffords Law Center to Prevent Gun Violence found that in Los Angeles from 2015 to 2019, the number of ghost guns recovered increased by 144%. Alarming, in San Francisco, while no ghost guns were recovered in 2015, ghost gun recoveries increased by 1,517% between 2016 to 2019.

Ghost gun kits, which commonly contain unfinished frames and receivers, can be sold by unlicensed sellers and later made into untraceable firearms at home. They contain the components of a nearly complete firearm that can be assembled into a fully functional weapon in as little as 15 minutes. Under the ATF's current interpretation of the GCA,

buyers of these kits do not have to undergo a background check before purchasing unfinished frames and receivers, and the resulting firearm is ultimately untraceable because in most states they are not required to have a serial number.

The serialization requirements of the Proposed Rule will help bring federal law in line with California's own existing law, which mandates that anyone who manufactures or assembles lawful firearms in the state apply to DOJ for a unique serial number for each of their self-made firearms.

In today's letter, Attorney General Bonta applauded the Biden Administration for the Proposed Rule. However, he also urged the ATF to consider an improvement to the Rule. As it stands, the Proposed Rule will only extend the requirement to serialize Privately Made Firearms (PMFs) – in many cases, ghost guns – to licensees, which will exclude firearms currently owned by non-licensees. In California, the law requires all owners to serialize their PMFs. In his letter, the Attorney General asked the agency to extend the same requirements at the federal level in order to address the possibility of a subset of ghost guns not being serialized and therefore remaining untraceable by law enforcement.

A copy of the letter is available [here](#).

#

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

vs.

POLYMER80, INC., a Nevada Corporation;
DAVID BORGES, an individual; LORAN
KELLEY, an individual,

Defendants.

Case No. 21STCV06257

*[Assigned for all purposes to the Hon. Daniel
S. Murphy, Department 32]*

**DEFENDANTS' SUPPLEMENTAL
RESPONSES AND OBJECTIONS TO
PLAINTIFF THE PEOPLE OF THE
STATE OF CALIFORNIA'S FOURTH
SET OF SPECIAL INTERROGATORIES
TO DEFENDANTS**

Complaint Filed: February 17, 2021
Trial Date: May 30, 2023

1 Pursuant to section 2031.010 *et seq.* of the California Code of Civil Procedure, Defendants
2 Polymer80, Inc. (“Polymer80”), David Borges, and Loran Kelley (collectively, “Defendants”), by
3 undersigned counsel, hereby supplementally respond and object to Plaintiff The People of the State
4 of California’s Fourth Set of Special Interrogatories to Defendants (“Interrogatories”), dated January
5 10, 2023.

6
7 **Preliminary Statement**

8 Defendants make these responses and objections solely for the purpose of this action.
9 Defendants have not fully completed their investigation of the facts relating to this case, have not
10 completed their discovery, and have not completed their preparation for trial in this matter. As
11 discovery proceeds, facts, information, evidence, documents and things may be discovered that are
12 not reflected in these responses and objections, but which may have been responsive to the
13 Interrogatories. The following responses and objections are based solely upon information and
14 documents presently available and specifically known to Defendants and are complete as to
15 Defendants’ best knowledge at this time. Further discovery and independent investigation may
16 supply additional facts and documents which may, in turn, clarify and add meaning to known facts
17 as well as establish entirely new matters, all of which may lead to substantial additions to, changes
18 in, and variations from the responses and objections set forth herein. Defendants, however, assume
19 no obligation to voluntarily supplement or amend these responses and objections to reflect
20 information, evidence, documents or things discovered following service of these responses and
21 objections. Furthermore, these responses and objections were prepared based on Defendants’ good-
22 faith interpretation and understanding of the individual Interrogatories and are subject to correction
23 for inadvertent errors or omissions, if any. The following responses and objections are given without
24 prejudice to Defendants’ right to produce evidence of, or responses or information concerning, any
25 subsequently discovered fact(s) or document(s) that may later be recalled. Accordingly, Defendants
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1 reserve the right to produce at trial all facts, opinions, or documents, the existence of which are
2 subsequently discovered through investigation, discovery, or otherwise, which support or tend to
3 support their contentions at the time of trial.

4 Any information provided in response to the Interrogatories is subject to any and all
5 objections regarding competence, relevance, materiality, propriety, admissibility, etc. Defendants
6 reserve these objections and any other objections not stated herein that would require the exclusion
7 of any information, if such information is offered as evidence at any time during this action.
8 Defendants may interpose these objections at any time prior to and during the trial of this case.
9 Further, to the extent that any Interrogatory seeks information that is protected by the attorney-client
10 privilege, the attorney work-product doctrine, and/or any other applicable privilege or immunity,
11 Defendants decline to provide such privileged information. Any disclosure of, or reference herein to,
12 privileged information, including but not limited to attorney-client privileged information or attorney
13 work product, is inadvertent and does not constitute a waiver of any privilege.
14

15 No incidental or implied admissions are intended or made by these responses and objections.
16 Thus, the fact that Defendants respond to or object to an Interrogatory should not be taken as an
17 admission that Defendants accept or admit the existence of any facts assumed by the Interrogatory.
18 The fact that Defendants respond to part or all of an Interrogatory is not intended to be, and shall not
19 be, construed as a waiver by Defendants of any part of any objection to the Interrogatory.
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21
22 **General Objections to All Interrogatories**

23 1. Defendants object to the Interrogatories in their entirety to the extent they seek
24 information that is not relevant to the subject matter of this litigation and is neither admissible in
25 evidence nor reasonably calculated to lead to the discovery of admissible evidence.

26 2. Defendants object to the Interrogatories in their entirety to the extent they call for
27 information protected from disclosure by the attorney-client privilege, the attorney work product
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1 doctrine, common interest privilege, and/or other applicable privileges and/or protections extending
2 immunity from discovery, in whole or in part. Defendants further object to the Interrogatories to the
3 extent they call for a legal conclusion.

4 3. Defendants object to the Interrogatories in their entirety to the extent they are overly
5 broad and/or require Defendants to make an unreasonable and unduly burdensome investigation.

6 4. Defendants object to the Interrogatories insofar as they are vague, indefinite,
7 uncertain, and/or ambiguous. Nevertheless, Defendants will use reasonable diligence in interpreting
8 and addressing the Definitions and all of the specific Interrogatories.

9 5. Defendants object to the Interrogatories in their entirety to the extent they seek
10 confidential, trade/commercially secret, highly personal, proprietary, financial or commercially
11 sensitive information, the disclosure of which constitutes an invasion of privacy protections afforded
12 by the U.S. and California Constitutions, applicable statutes and common law, and could result in
13 substantial competitive injury or harm to Defendants, their customers, their suppliers, and/or their
14 dealers.

15 6. Defendants object to the Interrogatories in their entirety to the extent they seek
16 private and/or confidential information regarding individuals and/or entities who are not parties to
17 this action, the disclosure of which would violate their rights to privacy established and protected by
18 the California Constitution, U.S. Constitution, applicable statutes and/or common law.

19 7. Defendants object to the Interrogatories in their entirety to the extent they impose
20 upon Defendants requirements exceeding those set forth in the California Code of Civil Procedure
21 and any other applicable rules, caselaw, or orders.

22 8. Defendants object to the Interrogatories in their entirety to the extent they purport to
23 require Defendants to respond on behalf of or conduct investigations of any persons or entities other
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1 than Defendants. Defendants respond only for themselves on the basis of information and documents
2 presently available to and discovered by Defendants and their attorneys.

3 9. Defendants object to the Interrogatories to the extent that they seek information not in
4 Defendants' possession, custody, and/or control. Defendants also object to the Interrogatories, since
5 they would require Defendants to turn over information obtained by means other than those which
6 constitute a reasonably diligent search of their records.
7

8 10. Defendants object to the Interrogatories for not being limited to a reasonable time
9 period, as they instead seek information outside the statute of limitations relating to the claims set
10 forth in the Complaint and potentially before any purported conduct at issue occurred.

11 11. Defendants object to the Interrogatories as burdensome, oppressive, and harassing to
12 the extent they seek information that is publicly available and/or equally available to Plaintiff.
13

14 12. Defendants object to the Interrogatories as overbroad to the extent they are not
15 territorially limited and seek information not related to the claims and/or defenses in this case.

16 13. Defendants object to the Interrogatories as facially overbroad for exceeding the
17 number of interrogatories allowed by the California Code of Civil Procedure.

18 14. Any compliance with the Interrogatories is made without waiving or intending to
19 waive: (i) the right to object on any ground to the use of the testimony and/or other information
20 produced at any subsequent hearing and/or trial; or (ii) the right to object on any basis at any time to
21 a demand for further testimony and/or other information.
22

23 15. Each of the foregoing General Objections is hereby incorporated by reference into
24 the following Specific Objections and each and every one of the responses contained herein as
25 though fully set forth therein, regardless of whether any or all of the foregoing General Objections
26 are repeated in the Specific Objections or in response to any specific Interrogatories, to the extent
27 permitted under California law.
28

1 **Specific Objections to Definitions**

2 1. Defendants object to Definitions Nos. 1–3 as overly broad and unduly burdensome
3 because they purport to define “Polymer80” (and by extension “You” and “Your”) to obligate
4 Defendants to obtain information not reasonably available to them and/or not within their
5 possession, custody, and/or control. Furthermore, these Definitions are overly broad, unduly
6 burdensome, and impermissibly vague by defining Polymer80 to include “agents and affiliates”
7 which are or may be legal entities and/or individuals separate and/or independent from that entity.
8 Defendants further object on the ground that these Definitions include attorneys and would call for
9 disclosure of documents and/or information protected by the attorney-client privilege, work product
10 doctrine, common interest privilege, and/or any other applicable privilege, protection, and/or
11 doctrine that would make documents and/or information immune from discovery, in whole or in
12 part. Any information provided by Defendants will come only from information in Defendants’ own
13 possession, custody, and/or control. Defendants correspondingly object, for the same reasons, to all
14 other Definitions and Interrogatories that incorporate and/or utilize Definitions Nos. 1–3.
15

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17 2. Defendants object to Definition No. 6 to the extent it defines “Document(s)” in a
18 manner that is overly broad, is unduly burdensome and oppressive, and seeks to impose obligations
19 on Defendants beyond those required by California Code of Civil Procedure and any other
20 applicable rules, caselaw, or orders. Defendants correspondingly object, for the same reasons, to all
21 other Definitions and Interrogatories that incorporate and/or utilize Definition No. 6. To the extent
22 that Defendants provide any documents and/or information, Defendants will utilize a reasonable
23 definition of “Document(s).”
24

25 3. Defendants object to Definition No. 8 because the phrase “stand-alone product
26 produced by YOU for the purpose of becoming the frame receiver [sic] of a device capable of
27 expelling a projectile by action of an explosive, including but not limited to objects referred to or
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1 described by YOU as a ‘blank’ or ‘receiver blank’ or ‘frame blank’” is overly broad, unduly
2 burdensome, impermissibly vague, and potentially calls for a legal conclusion. Defendants further
3 object to Definition No. 8 to the extent it seeks confidential and/or proprietary information
4 concerning their employees, customers, suppliers, dealers, organizational structure, and/or methods
5 of doing business. Defendants correspondingly object, for the same reasons, to all other Definitions
6 and Interrogatories that incorporate and/or utilize Definition No. 8.

8 4. Defendants object to Definition No. 9 because the phrase “UNFINISHED FRAME
9 OR RECEIVER sold by YOU that was or is packaged with at least a jig and drill bits, including but
10 not limited to all ‘Buy Build Shoot Kits’” is overly broad, unduly burdensome, and impermissibly
11 vague. Defendants further object to Definition No. 9 to the extent it seeks confidential and/or
12 proprietary business information concerning their employees, customers, suppliers, dealers,
13 organizational structure, and/or methods of doing business. Defendants also object to Definition No.
14 9 insofar as it seeks information protected from disclosure by rights of privacy, including documents
15 and/or information that are sensitive, confidential, and/or implicate privacy concerns regarding third
16 parties. Defendants correspondingly object, for the same reasons, to all other Definitions and
17 Interrogatories that incorporate and/or utilize Definition No. 9.

19 5. Defendants object to Definition No. 15 because the phrase “www.polymer80.com and
20 all subpages linked from that webpage, including but not limited to all PRODUCT pages, manuals,
21 support, and FAQs” is overly broad, unduly burdensome, and impermissibly vague. Defendants
22 further object to Definition No. 15 because it seeks information not in Defendants’ possession,
23 custody, and/or control. Defendants also object to Definition No. 15 because it would require
24 Defendants to turn over information obtained by means other than those which constitute a
25 reasonably diligent search of its records. Defendants further object to Definition No. 15 as unduly
26 burdensome, oppressive, and harassing to the extent it seeks information that is publicly available
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1 and therefore equally available to Plaintiff. Any response from Defendants will come only from
2 information in Defendants' own possession, custody, and/or control. Defendants correspondingly
3 object, for the same reasons, to all other Definitions and Interrogatories that incorporate and/or
4 utilize Definition No. 15.

5
6 6. Each of these Specific Objections to Definitions is incorporated by reference into
7 each and every Specific Response and Objection. Various Objections may be specifically referred to
8 in the Specific Responses and Objections below for purposes of clarity. Failure to specifically
9 incorporate such an Objection is not to be construed as a waiver of any such Objection.

10 **Terms and Conditions**

11 To the extent that Defendants ever provide information in response to an Interrogatory,
12 Defendants will provide non-privileged, non-duplicative, non-cumulative responsive information in
13 their possession, custody, and/or control that Defendants are able to identify after a reasonable
14 search, subject to and as limited by the foregoing General and Specific Objections and the Specific
15 Responses and Objections stated below, on the following terms and conditions:

16
17 1. Inadvertent disclosure of any documents and/or information that are confidential,
18 privileged, prepared in anticipation of litigation or for trial, or otherwise immune from discovery,
19 shall not constitute a waiver of any such privilege or immunity or of any bases for objection to
20 discovery as to such documents and/or information, the subject matter thereof, the information
21 contained therein, or the right to object to the use of any such documents and/or information during
22 any proceeding in this action.

23
24 2. Defendants' responses shall be governed by and protected by the terms of the
25 Protective Order governing this action and any prior Protective Order or Confidentiality Agreement
26 governing documents and/or information already in Defendants' possession, custody, and/or control,
27 if any.

1 3. Defendants reserve the right to amend, modify, and/or supplement these Responses
2 and Objections at any time, should further investigation make such amendment, modification, and/or
3 supplementation appropriate. However, Defendants disclaim any obligation to supplement beyond
4 that which is required pursuant to the California Code of Civil Procedure and any other applicable
5 rules, caselaw, or orders. Defendants' Responses and Objections are based upon information
6 presently known to them and reflect their best understanding at this time.
7

8 4. Defendants' Responses and Objections are not intended, nor shall they be deemed, to
9 be an admission of the matters stated, implied, or assumed by any or all of the Interrogatories. By
10 hereby responding to the Interrogatories, Defendants neither waive nor intend to waive, expressly
11 intend to preserve and reserve, and do hereby preserve and reserve: (i) any and all objections to the
12 authenticity, relevance, competency, materiality, and/or admissibility at trial of any documents
13 and/or information produced, set forth, identified, or referred to in this action; (ii) any and all
14 objections as to overbreadth, oppressiveness, and undue burden; (iii) all rights to object on any
15 ground to the use of any of the information disclosed in response to the Interrogatories in any
16 proceeding whatsoever, including the trial of this or any other matter; and (iv) the right to object to
17 other discovery and/or inquiry involving and/or relating to the subject matter of any information
18 provided in response to any of the Interrogatories. No objection and/or limitation, and/or lack
19 thereof, propounded in these Responses and Objections should be deemed an admission by
20 Defendants as to the existence and/or nonexistence of any information.
21

22 5. To the extent that Defendants attempt to identify responsive information for possible
23 disclosure, and Defendants provide such information, Defendants will conduct a reasonable and
24 good-faith search of the files of the individuals most involved with the matters at issue.
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1 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
2 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
3 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
4 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
5 information that is publicly available and therefore equally available to Plaintiff. Defendants state
6 that they will not disclose non-privileged and/or non-protected information responsive to this
7 Interrogatory and further state they are willing to meet and confer regarding their position.
8

9 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 42:**

10 Defendants object to this Interrogatory to the extent it calls for information protected from
11 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
12 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
13 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
14 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
15 because it seeks information not relating to the claims and/or defenses in this case and/or not
16 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
17 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
18 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
19 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
20 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
21 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
22 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
23 information that is publicly available and therefore equally available to Plaintiff. Subject to these
24 objections, Defendants' contention speaks for itself: Defendants have manufactured a large number
25 of different products that could be mated with other readily-available products manufactured by
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1 Defendants and other companies that meet CUHA’s requirements, even though many of those
2 requirements never applied to Defendants’ products.

3 **SPECIAL INTERROGATORY NO. 43:**

4 IDENTIFY any commercially-available COMPONENT PART(S) compatible with any of YOUR
5 PISTOL FRAME KITS with which an end user can assemble a FIREARM using YOUR PISTOL
6 FRAME KIT and the identified COMPONENT PART(S) that complies with the California Unsafe
7 Handgun Act’s (“CUHA”) chamber load indicator requirement.
8

9 (For purposes of Interrogatory Nos. 43 through 45, “IDENTIFY” shall mean: (a) state the make,
10 model, and manufacturer of the COMPONENT PART; (b) identify which of YOUR PISTOL
11 FRAME KITS the COMPONENT PART is compatible with; and (c) state why a FIREARM
12 assembled using YOUR PISTOL FRAME KIT and the specified COMPONENT PART complies
13 with the CUHA requirement identified in the Interrogatory.)
14

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

16 Defendants object to this Interrogatory to the extent it calls for information protected from
17 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
18 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
19 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
20 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
21 because it seeks information not relating to the claims and/or defenses in this case and/or not
22 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
23 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
24 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
25 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
26 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
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1 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
2 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
3 information that is publicly available and therefore equally available to Plaintiff. Defendants state
4 that they will not disclose non-privileged and/or non-protected information responsive to this
5 Interrogatory and further state they are willing to meet and confer regarding their position.
6

7 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 43:**

8 Defendants object to this Interrogatory to the extent it calls for information protected from
9 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
10 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
11 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
12 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
13 because it seeks information not relating to the claims and/or defenses in this case and/or not
14 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
15 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
16 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
17 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
18 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
19 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
20 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
21 information that is publicly available and therefore equally available to Plaintiff. Subject to these
22 objections, CUHA's requirements never applied to Defendants' products. Defendants cannot
23 speculate about any component part from any manufacturer that may satisfy legal requirements that
24 do not apply to Defendants' products. However, Defendants have produced a number of component
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1 parts containing a loaded chamber indicator, and there are countless such products manufactured by
2 many other companies that possess that same feature.

3 **SPECIAL INTERROGATORY NO. 44:**

4 IDENTIFY any commercially-available COMPONENT PART(S) compatible with any of YOUR
5 PISTOL FRAME KITS with which an end user can assemble a FIREARM using YOUR PISTOL
6 FRAME KIT and the identified COMPONENT PART(S) that complies with the CUHA's magazine
7 disconnect mechanism.
8

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

10 Defendants object to this Interrogatory to the extent it calls for information protected from
11 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
12 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
13 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
14 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
15 because it seeks information not relating to the claims and/or defenses in this case and/or not
16 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
17 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
18 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
19 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
20 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
21 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
22 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
23 information that is publicly available and therefore equally available to Plaintiff. Defendants state
24 that they will not disclose non-privileged and/or non-protected information responsive to this
25 Interrogatory and further state they are willing to meet and confer regarding their position.
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27
28

1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 44:**

2 Defendants object to this Interrogatory to the extent it calls for information protected from
3 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
4 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
5 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
6 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
7 because it seeks information not relating to the claims and/or defenses in this case and/or not
8 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
9 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
10 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
11 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
12 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
13 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
14 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
15 information that is publicly available and therefore equally available to Plaintiff. Subject to these
16 objections, CUHA's requirements never applied to Defendants' products. Defendants cannot
17 speculate about any component part from any manufacturer that may satisfy legal requirements that
18 do not apply to Defendants' products.
19
20
21

22 **SPECIAL INTERROGATORY NO. 45:**

23 IDENTIFY any commercially-available COMPONENT PART(S) compatible with any of YOUR
24 PISTOL FRAME KITS with which an end user can assemble a FIREARM using YOUR PISTOL
25 FRAME KIT and the identified COMPONENT PART(S) that complies with the CUHA's micro
26 stamping requirement.
27
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1 **RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

2 Defendants object to this Interrogatory to the extent it calls for information protected from
3 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
4 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
5 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
6 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
7 because it seeks information not relating to the claims and/or defenses in this case and/or not
8 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
9 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
10 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
11 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
12 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
13 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
14 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
15 information that is publicly available and therefore equally available to Plaintiff. Defendants state
16 that they will not disclose non-privileged and/or non-protected information responsive to this
17 Interrogatory and further state they are willing to meet and confer regarding their position.
18
19

20 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 45:**

21 Defendants object to this Interrogatory to the extent it calls for information protected from
22 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
23 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
24 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
25 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
26 because it seeks information not relating to the claims and/or defenses in this case and/or not
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1 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
2 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
3 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
4 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
5 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
6 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
7 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
8 information that is publicly available and therefore equally available to Plaintiff. Subject to these
9 objections, CUHA's requirements never applied to Defendants' products. Defendants cannot
10 speculate about any component part from any manufacturer that may satisfy legal requirements that
11 do not apply to Defendants' products. Furthermore, Defendants are not aware of any mass-produced
12 firearm on the commercial market today that complies with the CUHA's impossible microstamping
13 requirement.
14

15
16 **SPECIAL INTERROGATORY NO. 46:**

17 STATE THE LAST DATE on which a copy of the ATF determination letter for the Warrhogg
18 Blank, dated November 2, 2015, was available on YOUR WEBSITE.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

20 Defendants object to this Interrogatory to the extent it calls for information protected from
21 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
22 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
23 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
24 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
25 because it seeks information not relating to the claims and/or defenses in this case and/or not
26 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
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1 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
2 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
3 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
4 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
5 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
6 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
7 information that is publicly available and therefore equally available to Plaintiff. Defendants state
8 that they will not disclose non-privileged and/or non-protected information responsive to this
9 Interrogatory and further state they are willing to meet and confer regarding their position.
10

11 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 46:**

12 Defendants object to this Interrogatory to the extent it calls for information protected from
13 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
14 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
15 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
16 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
17 because it seeks information not relating to the claims and/or defenses in this case and/or not
18 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
19 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
20 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
21 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
22 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
23 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
24 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
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1 information that is publicly available and therefore equally available to Plaintiff. Subject to these
2 objections, the last date this information was available on Defendants' website was August 2, 2023.

3 **SPECIAL INTERROGATORY NO. 47:**

4 STATE THE LAST DATE on which a copy of the ATF determination for the PF940C, dated
5 January 18, 2017, was available on YOUR WEBSITE.

6
7 **RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

8 Defendants object to this Interrogatory to the extent it calls for information protected from
9 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
10 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
11 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
12 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
13 because it seeks information not relating to the claims and/or defenses in this case and/or not
14 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
15 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
16 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
17 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
18 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
19 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
20 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
21 information that is publicly available and therefore equally available to Plaintiff. Defendants state
22 that they will not disclose non-privileged and/or non-protected information responsive to this
23 Interrogatory and further state they are willing to meet and confer regarding their position.
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1 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 47:**

2 Defendants object to this Interrogatory to the extent it calls for information protected from
3 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
4 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
5 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
6 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
7 because it seeks information not relating to the claims and/or defenses in this case and/or not
8 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
9 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
10 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
11 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
12 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
13 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
14 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
15 information that is publicly available and therefore equally available to Plaintiff. Subject to these
16 objections, the last date this information was available on Defendants' website was August 2, 2023.

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18
19 **SPECIAL INTERROGATORY NO. 48:**

20 Identify the total number of PERSONS who requested copies of documents or information
21 supporting YOUR claim that the ATF had determined that any of YOUR FRAME OR RECEIVER
22 KITS were not FIREARMS under federal law, including ATF classification or determination letters,
23 to whom YOU sent documentation or information that did not include the February 20, 2018 letter
24 from the ATF regarding the PF940v2, attached hereto as Attachment A, who YOU knew or believed
25 were located in California at the time YOU provided such documents or information to that
26 PERSON.
27
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

2 Defendants object to this Interrogatory to the extent it calls for information protected from
3 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
4 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
5 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
6 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
7 because it seeks information not relating to the claims and/or defenses in this case and/or not
8 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
9 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
10 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
11 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
12 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
13 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
14 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
15 information that is publicly available and therefore equally available to Plaintiff. Defendants state
16 that they will not disclose non-privileged and/or non-protected information responsive to this
17 Interrogatory and further state they are willing to meet and confer regarding their position.
18
19

20 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 48:**

21 Defendants object to this Interrogatory to the extent it calls for information protected from
22 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
23 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
24 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
25 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
26 because it seeks information not relating to the claims and/or defenses in this case and/or not
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1 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
2 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
3 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
4 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
5 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
6 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
7 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
8 information that is publicly available and therefore equally available to Plaintiff. Subject to these
9 objections, Defendants are without the knowledge necessary to answer this question, and represent
10 that it is not reasonably possible to calculate that number retrospectively.
11

12 **SPECIAL INTERROGATORY NO. 49:**

13
14 Identify the total number of PERSONS to whom you provided instructions or advice, whether in
15 person, via telephone, or via email, on how to assemble or complete any of YOUR FRAME OR
16 RECEIVER KITS who YOU knew or believed were located in California at the time YOU provide
17 such instructions or advice.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 49:**

19 Defendants object to this Interrogatory to the extent it calls for information protected from
20 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
21 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
22 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
23 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
24 because it seeks information not relating to the claims and/or defenses in this case and/or not
25 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
26 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
27
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1 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
2 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
3 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
4 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
5 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
6 information that is publicly available and therefore equally available to Plaintiff. Defendants state
7 that they will not disclose non-privileged and/or non-protected information responsive to this
8 Interrogatory and further state they are willing to meet and confer regarding their position.
9

10 **SUPPLEMENTAL RESPONSE TO SPECIAL INTERROGATORY NO. 49:**

11 Defendants object to this Interrogatory to the extent it calls for information protected from
12 disclosure by the attorney-client privilege, the attorney work product doctrine, common interest
13 privilege, and/or other applicable privileges and/or protections extending immunity from discovery,
14 in whole or in part. Defendants further object to this Interrogatory to the extent it calls for a legal
15 conclusion. Defendants also object to this Interrogatory as overbroad, oppressive, and harassing
16 because it seeks information not relating to the claims and/or defenses in this case and/or not
17 reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to
18 this Interrogatory insofar as it seeks information protected from disclosure by rights of privacy,
19 including information that is sensitive, confidential, and/or implicates privacy concerns regarding
20 third parties. Defendants also object to this Interrogatory as not being limited to a reasonable time
21 period, as it instead seeks information outside the statute of limitations relating to the claims set forth
22 in the Complaint and potentially before any purported conduct at issue occurred. Defendants further
23 object to this Interrogatory as unduly burdensome, oppressive, and harassing to the extent it seeks
24 information that is publicly available and therefore equally available to Plaintiff. Subject to these
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1 objections, Defendants are without the knowledge necessary to answer this question, and represent
2 that it is not reasonably possible to calculate that number retrospectively.

3 DATED: March 3, 2023

GREENSPOON MARDER LLP

4 

5 By: _____
6 Michael Marron

7 Attorney for Defendant POLYMER 80, INC.,
8 DAVID BORGES, and LORAN KELLEY

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1 **VERIFICATION**

2 I, Loran Kelley, declare that,

3 I am a party to this action and have reviewed the attached document entitled
4 **DEFENDANTS' SUPPLEMENTAL RESPONSES AND OBJECTIONS TO**
5 **PLAINTIFF THE PEOPLE OF THE STATE OF CALIFORNIA'S FOURTH**
6 **SET OF SPECIAL INTERROGATORIES TO DEFENDANTS**, and know its
7 contents. The aforementioned discovery responses are the product of information
8 gathered by myself and others acting at my direction. I declare that the matters stated
9 in the foregoing document are true of my knowledge.

10 I declare under penalty of perjury under the laws of the State of California that
11 the foregoing is true and correct and that this verification is executed on this 3rd day
12 of March, 2023, at Dayton, Nevada.

13
14 


15
16 _____
Loran Kelley

1 **VERIFICATION**

2 I, Chase Myers, am Chief Legal Officer of defendant Polymer80, Inc.
3 (“Polymer80”) in the above referenced action. As such, I am authorized to make this
4 verification for an on behalf of Polymer80, and I make this verification for that reason.

5 I certify and declare that I have reviewed the attached document entitled
6 **DEFENDANTS’ SUPPLEMENTAL RESPONSES AND OBJECTIONS TO**
7 **PLAINTIFF THE PEOPLE OF THE STATE OF CALIFORNIA’S FOURTH**
8 **SET OF SPECIAL INTERROGATORIES TO DEFENDANTS**, and know its
9 contents. The aforementioned discovery responses are the product of information
10 gathered by myself and others acting at my direction. I declare that the matters stated
11 in the foregoing document are true of my knowledge.

12 I declare under penalty of perjury under the laws of the State of California that
13 the foregoing is true and correct and that this verification is executed on this 3rd day
14 of March, 2023, at Bozeman, Montana.

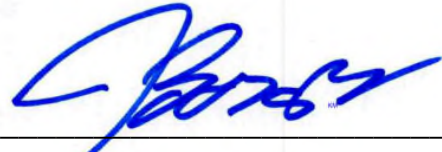
15
16 
17 _____
18 Chase Myers, on behalf of Polymer80
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1 VERIFICATION

2 I, David Borges, declare that,

3 I am a party to this action and have reviewed the attached document entitled
4 **DEFENDANTS' SUPPLEMENTAL RESPONSES AND OBJECTIONS TO**
5 **PLAINTIFF THE PEOPLE OF THE STATE OF CALIFORNIA'S FOURTH**
6 **SET OF SPECIAL INTERROGATORIES TO DEFENDANTS**, and know its
7 contents. The aforementioned discovery responses are the product of information
8 gathered by myself and others acting at my direction. I declare that the matters stated
9 in the foregoing document are true of my knowledge.

10 I declare under penalty of perjury under the laws of the State of California that
11 the foregoing is true and correct and that this verification is executed on this 3rd day
12 of March, 2023, at San Antonio, Texas.

13 

14 _____
David Borges

EXHIBIT L

Due to excessive volumes, expect 2-4 weeks to ship - FREE SHIPPING ON ORDERS OVER \$100



Polymer80 Product Changes in Accordance with ATF Final Rule

Written by
Stephanie Spika Hickey (/blog/author/stephanie-spika-hickey)

Published on
August 29th, 2022

Last week ATF final rule 2021R-05F, Definition of “Frame or Receiver” and Identification of Firearms, went into effect. Polymer80, Inc., the company that designs and develops innovative firearms and after-market accessories that provide ways for customers to participate in the build process while expressing their right to bear arms, is a direct target of this new rule. Polymer80 wholeheartedly disagrees with the ATF final rule, however, in an effort to maintain a legal business, will comply with the unconstitutional regulations.

In accordance with the new ATF final rule, Polymer80 will no longer offer their popular 80% kits in the same configuration in which customers have grown accustomed. Instead, Polymer80 has released three new options for consumers interested in building their own legal firearm:

- **OPTION 1** is an unserialized 80% frame with rear rail, locking block rail system and pins. No jig or tools are included with this product.
- **OPTION 2** is a serialized frame that does include a jig, tooling, rear rail and locking block rail system. This option is the same as the prior 80% kit offered by Polymer80, but with a serialized frame.
- **OPTION 3** is the “Build Back Better” kit, which includes everything listed in option 2 plus a slide assembly. This kit contains everything you need to build a complete, serialized firearm.

Option 1, the unserialized 80% blank, is currently available for purchase at www.polymer80.com (<http://www.polymer80.com>). Please note that shipment is not available to all states.

For those interested in assembling without drilling, Polymer80 will continue to offer their AFT “Assemble for Thymself” kit, which includes all the necessary components to build a complete firearm, no drilling required.

Polymer80 will also continue to offer their line of complete pistols, including the popular PFC9 compact pistol and PFS9 full-size pistol, as well as parts and accessories.

About Polymer80: Polymer80, Inc. designs and develops innovative firearms and after-market accessories that provide ways for our customers to participate in the build process, while expressing their right to bear arms. This provides a fun learning experience and a greater sense of pride in their completed firearm, strengthening our brand loyalty. We summarize this with our motto of “Engage Your Freedom.” Find out more about us at www.polymer80.com (<http://www.polymer80.com>).

Media Contact:

Stephanie Spika Hickey

stephanie.hickey@polymer80.com

www.polymer80.com

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