

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

FILED *RT*  
CIVIL PROCESSING

JOSHUA EVERETT BUSHMAN, ADMINISTRATOR  
FOR THE ESTATE OF CALVIN VAN PELT, et al.,

2023 SEP 12 P 3:51

Plaintiffs,

JOHN W. KEY  
CLERK, CIRCUIT COURT  
FAIRFAX, VA

v.

CASE NO: CL2023-06260

SALVO TECHNOLOGIES, INC., d/b/a 80P BUILDER, et al.,

Defendants

**MOTION FOR LEAVE TO AMEND COMPLAINT AND  
MEMORANDUM OF POINTS AND AUTHORITIES**

COMES NOW the Plaintiffs by counsel, and moves this Court to allow filing of an amended complaint to include a new party defendant.

**POINTS AND AUTHORITIES**

Plaintiffs filed their negligence and wrongful-death complaint on April 24, 2023, against the parties evidently responsible for the unlawful and negligent sale of a Polymer80 ghost-gun-building kit from a website called “80P Builder” to Defendant Zackary Burkard, which resulted in the deaths of Plaintiffs’ decedents. Defendant Salvo Technologies, Inc. has moved to dismiss the complaint, asserting that it purchased 80P Builder only after the above-referenced sale to Burkard and did not assume 80P Builder’s liabilities. Plaintiffs seek leave to amend the complaint to name as a defendant the entity that Salvo asserts was the previous owner of 80P Builder and to allege that Salvo is liable to Plaintiffs as the successor of 80P Builder’s previous owner.

**BACKGROUND**

On April 25, 2021, Plaintiffs’ decedents, Calvin Van Pelt and Ersheen Elaiaiser, both 17 years old, were shot to death by Burkard with an unserialized handgun that the 18-year-old Burkard

had purchased online in kit form and assembled himself—a ghost gun. Compl. ¶¶ 103-10. The ghost-gun kit was manufactured and distributed by Polymer80, sold by 80P Builder, and shipped to Burkard in Virginia on or around February 1, 2021, from an address in Charlotte, North Carolina. *Id.* ¶ 94; Declaration of Len Kamdang (“Kamdang Decl.”) ¶ 21. Plaintiffs allege that it was negligent for 80P Builder to sell the ghost-gun kit—which constituted a firearm under federal law—to Burkard without requiring him to undergo a background check, and indeed that Burkard would have failed such a background check, had one been administered. Compl. ¶¶ 91-93, 116, 134-35. Plaintiffs seek to hold the owners of 80P Builder, Polymer80, and Burkard himself responsible for the deaths of Calvin and Ersheen. Plaintiffs’ original complaint named Defendants Salvo Technologies, Inc. and BUL USA, LLC as the entities behind 80P Builder. *Id.* ¶¶ 18-20.

Public records suggest that the 80P Builder website had been owned by Defendant BUL USA. Official listings from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) of all federal firearms licensees reveal that Defendant BUL USA had registered “80PBUILDER” as a trade name for its licensed firearm business, and that registration was active at the time of the sale to Burkard.<sup>1</sup> Kamdang Decl. ¶¶ 9, 12 & Ex. A. And in November 2019, the owner and CEO of Defendant BUL USA, Jesse Sousana, filed a certificate with the Mecklenberg County (N.C.) Register of Deeds, registering “80pbuilder” as an assumed business name for BUL USA. *Id.* ¶ 14 & Ex. A. These filings confirm that BUL USA, doing business as 80PBuilder, was located in Charlotte, N.C.—where Burkard’s gun kit was shipped from—and was in the business of selling firearms and firearm parts. *Id.* ¶¶ 12, 14 & Exs. L, P. Moreover, no entity other than Defendant BUL USA had registered the name “80P Builder” in North Carolina or with the ATF during the

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<sup>1</sup> Plaintiffs have filed a Freedom of Information Act request with the ATF to determine the exact representations made by BUL USA in its application materials. That request is pending.

time frame at issue. *Id.* ¶¶ 20-21. Meanwhile, other public records indicate that control of 80P Builder had passed to Defendant Salvo recently, in 2020 or 2021.<sup>2</sup> Plaintiffs thus alleged that Defendant BUL USA and/or Defendant Salvo were responsible for the sale of the ghost-gun kit to Burkard. Compl. ¶¶ 4, 20.

Despite the foregoing evidence, Sousana now submits a declaration asserting that Defendant BUL USA never operated 80P Builder. Sousana Decl. ¶ 5. Additionally, Salvo's executive vice president has submitted a declaration stating that Defendant Salvo purchased 80P Builder on March 1, 2021, not from Defendant BUL USA but from another entity, Okori, LLC, which was not named in the original complaint. Bass Decl. ¶¶ 3-4. Attached to this declaration is an asset-purchase agreement for 80P Builder, signed by Sousana on behalf of Okori, which confesses that "the name '80P Builder' is not trademarked in any state or with the United States Patent and Trademark Office." *Id.*, Ex. 1, ¶ 1(d). Corporate records reveal that, in addition to their both being owned by Sousana, Okori and BUL USA had the same sole official (Sousana, the CEO), the same addresses, the same phone number, and the same registered agent (also Sousana). Kamdang Decl. ¶¶ 2-4, 6-7, 11-12, App. 1, & Exs. A-C, E-G, K-M. And the companies' annual reports stated that BUL USA was in the business of selling "hunting and sporting pistol parts," while Okori was in the business of selling "machine parts." *Id.* ¶¶ 6-7.

## ARGUMENT

"Leave to amend should be liberally granted in furtherance of the ends of justice." Rule 1:8; *see AGCS Marine Ins. Co. v. Arlington County*, 293 Va. 469, 487 (2017). And "[a] new party may be added, on motion of the plaintiff by order of the court at any stage of the case as the ends

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<sup>2</sup> Although BUL USA maintained its "80PBUILDER" federal firearms license until September 2021, Salvo registered "80P Builder" as a fictitious name in Florida in February 2021. Kamdang Decl. ¶¶ 12, 24. And in December 2022, Jesse Sousana filed articles of dissolution for BUL USA, with a purported effective date of June 13, 2020. *Id.* ¶ 25.

of justice may require.” Rule 3:16. Here, in order to afford complete relief to Plaintiffs, and to ensure that all the parties responsible for Plaintiffs’ injuries are before the Court, the ends of justice would be served by granting Plaintiffs leave to file the proposed amended complaint.

**A. Plaintiffs should be permitted to name Okori as a defendant.**

Publicly available records all indicate that 80P Builder was operated by BUL USA, a Charlotte-based federal firearms licensee that had registered the trade name “80PBUILDER” with both the ATF and the State of North Carolina and that was in the business of selling pistol parts. Kamdang Decl. ¶¶ 6, 9, 12-14, 17 & Exs. F, I, L-P, T. Now, BUL USA’s sole owner and sole employee, Sousana, asserts that despite those public records, some of which bear his signature, BUL USA had nothing to do with 80P Builder. *See* Sousana Decl. ¶¶ 2-6. *But see* Kamdang Decl. ¶ 14 & Ex. P. Instead, Plaintiffs are told that 80P Builder was actually operated by a different LLC, Okori, which purports to be a machine-parts retailer, also owned and directed by Sousana, apparently out of the same single-family residence and business space from which he ran BUL USA. *See* Bass Decl., Ex. 1; Kamdang Decl. ¶¶ 2-5, 7, 10-12, 15-16 & Exs. A-D, G, J-M, Q-S. Ultimately, discovery will be necessary to test the veracity of Sousana’s claims. In the meantime, however, Plaintiffs should be permitted to name Okori as a defendant in order to ensure that the actual owner or corporate identity of 80P Builder is before this Court. *See, e.g., Parrish v. Affordable Dentures Dental Lab’ys, Inc.*, 73 Va. Cir. 141, 141-42 (2007).

Okori will not be prejudiced by its addition to the case at this early stage. Sousana, who submitted a declaration stating that he was BUL USA’s sole owner and employee, is also Okori’s registered agent, sole official, CEO, and part owner. *See* Sousana Decl. ¶¶ 2-3; Kamdang Decl. ¶¶ 7, 15 & Exs. G, Q; Bass Decl., Ex. 1. Consequently, Okori already has notice of this lawsuit, through Sousana, and indeed has known of it for exactly as long as BUL USA has. Further,

Plaintiffs do not seek to change the substance of any of their allegations regarding 80P Builder but merely to allege that Okori, instead of or in addition to BUL USA, was responsible for the sale of the ghost-gun kit to Burkard.

**B. Plaintiffs should be permitted to allege successor liability against Salvo.**

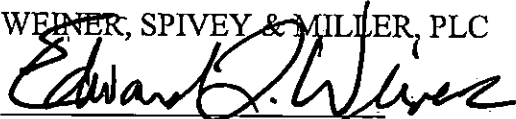
In response to Plaintiffs' complaint, Salvo has presented evidence that it did not purchase 80P Builder until shortly after 80P Builder's actionable ghost-gun sale to Burkard in early 2021. Bass Decl. ¶ 3; *see* Compl. ¶ 89. At the same time, however, this evidence strongly suggests that Salvo inherited 80P Builder's liabilities: Salvo purchased virtually all of 80P Builder's assets, including equipment, contract rights, inventory, and the website itself, and Salvo agreed to hire Sousana to continue operating the website. *See* Bass Decl., Ex. 1, ¶¶ 1, 5; *see, e.g., States Roofing Corp. v. Bush Constr. Corp.*, 15 Va. App. 613, 615, 618 (1993); *see also City of Richmond v. Madison Mgmt. Grp., Inc.*, 918 F.2d 438, 454 (4th Cir. 1990) (personal jurisdiction may be exercised over successor entity). Plaintiffs should be permitted to amend their complaint to conform their allegations against Salvo to this newly discovered evidence. *See Ford Motor Co. v. Benitez*, 273 Va. 242, 252 (2007).

**CONCLUSION**

For the foregoing reasons, Plaintiffs' motion for leave to amend their complaint should be granted.

JOSHUA EVERETT BUSHMAN, ADMINISTRATOR  
FOR THE ESTATE OF CALVIN VAN PELT, et al.,  
By Counsel

WEINER, SPIVEY & MILLER, PLC



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Lawson D. Spivey III, VSB #42411

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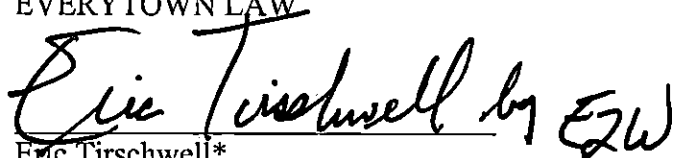
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Counsel for Plaintiffs Against Salvo Technologies, Inc. d/b/a 80P Builder; BUL USA, LLC d/b/a 80P Builder; Okori, LLC d/b/a 80P Builder; and Zackary Burkard only

CERTIFICATE OF SERVICE

I hereby certify that a copy of the Plaintiff's Motion for Leave to Amend and Memorandum of Points and Authorities, and Declaration of Len Kamdang was served via electronic mail on this 12<sup>th</sup> day of September, 2023 to the following:

**KaiserDillon PLLC,-BUL USA, LLC by special appearance**

Willian Pittard, VSB #47294  
Amelia J. Schmidt, pro hac vice  
Noah Brozinsky, pro hac vice  
1099 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor West  
Washington, D.C. 20005  
P: 202-640-2850; F: 202-280-1034  
[wpittard@kaiserdillon.com](mailto:wpittard@kaiserdillon.com)  
[aschmidt@kaiserdillon.com](mailto:aschmidt@kaiserdillon.com)  
[nbrozinsky@kaiserdillon.com](mailto:nbrozinsky@kaiserdillon.com)

**Cooper & Kirk, PLLC-Salvo Technologies by special appearance**

Michael Weitzner, VSB #45049  
Brian Barnes, pro hac vice  
David H. Thompson, pro hac vice  
1523 New Hampshire Ave., NW  
Washington, D.C. 20009  
P: 202-220-9600; F: 202-220-9601  
[mweitzner@cooperkirk.com](mailto:mweitzner@cooperkirk.com)

**Bradley Arant Boult Cummings LLP-Polymer80 by special appearance**

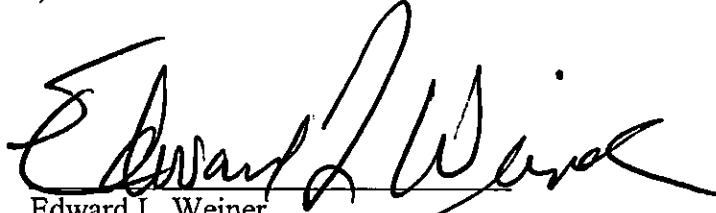
David T. Long, Jr. VSB #89870  
1615 L Street, NW, Suite 1350  
Washington, D.C. 20036  
P: 202-719-8239; F: 202-347-1684  
[dlong@bradley.com](mailto:dlong@bradley.com)

**Wilcox & Savage, P.C.-Polymer 80, Inc. by special appearance**

Kevin L. Keller, VSB #30731  
Patrick D. Blake, VSB #45194  
Bryn L. Clegg, VSB #96923  
440 Monticello Avenue, Ste. 2200  
Norfolk, VA 23510  
P: 757-628-5500  
F: 757-628-5566  
[kkeller@wilsav.com](mailto:kkeller@wilsav.com)  
[pblake@wilsav.com](mailto:pblake@wilsav.com)  
[bclegg@wilsav.com](mailto:bclegg@wilsav.com)

and by U.S. Mail, postage prepaid to:

Zackary Thomas Burkard  
ID Number 2108907  
Pocahontas State Correctional Center  
317 Old Mountain Road  
Pocahontas, VA 24635-0518

  
Edward L. Weiner



VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOSHUA EVERETT BUSHMAN, ADMINISTRATOR  
FOR THE ESTATE OF CALVIN VAN PELT, et al.,

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v.

CASE NO: CL2023-06260

SALVO TECHNOLOGIES, INC., d/b/a 80P BUILDER, et al.,

Defendants

**DECLARATION OF LEN KAMDANG**

I, Len Kamdang, declare:

1. I am the Director of Litigation Strategy and Trials at Everytown Law, admitted to practice in this court pro hac vice and counsel for Plaintiff Joshua Everett Bushman, Administrator for the Estate of Calvin Van Pelt, and for Plaintiff Joshua Everett Bushman, Administrator for the Estate of Ersheen Elaiaiser, in this action.

2. On or around March 8, 2016, articles of organization forming BUL USA, LLC were filed with the North Carolina Secretary of State. The filing indicates that the registered agent of the LLC was Jesse Sousana and that his address was 1200 Kingscross Dr., Charlotte, N.C. The articles of organization are attached as **Exhibit A** hereto.

3. According to public ATF records available at <https://www.atf.gov/firearms/listing-federal-firearms-licensees> (“Public ATF Records”), in or around June 2016, BUL USA applied for and obtained a federal firearms license (FFL) from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) for a business located at 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana’s address—with a phone number of (818) 968-2774. An excerpt from the ATF’s June 2016 federal firearms listings is attached as **Exhibit B** hereto.

4. On or around January 5, 2017, articles of organization forming Okori, LLC were filed with the North Carolina Secretary of State. The filing indicated that Okori's principal office was located at 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana's address, and that of BUL USA—and had a phone number of (818) 968-2774, the same as BUL USA's. The articles of organization are attached as **Exhibit C** hereto.

5. Based on images from Google Maps, 1200 Kingscross Dr.—the one-time address of Mr. Sousana, BUL USA, and Okori—appears to be a single-family home in a residential neighborhood. An image of the building is attached as **Exhibit D** hereto.

6. On or around November 22, 2017, Jesse Sousana filed BUL USA's 2017 annual report with the North Carolina Secretary of State. The report described the nature of BUL USA's business as the “[i]mportation and sale of hunting and sporting pistol parts.” The report indicated that Mr. Sousana was BUL USA's only company official and served as both the chief executive officer and the registered agent. The report stated that BUL USA's principal office was located at 338 S. Sharon Amity Rd., Charlotte, N.C., which is the address of UPS Store #1247, located just one mile from Mr. Sousana's residence at 1200 Kingscross Dr. The phone number for BUL USA's principal office was listed as (818) 968-2774, the same as Okori's. The annual report is attached as **Exhibit E** hereto, and a copy of the UPS Store's website is attached as **Exhibit F** hereto.

7. On or around April 3, 2018, Jesse Sousana filed Okori's 2018 annual report with the North Carolina Secretary of State. The report described the nature of Okori's business as “[w]holesale and retail of machine parts.” The report indicated that Mr. Sousana was Okori's only company official and served as both the chief executive officer and the registered agent. The report stated that Mr. Sousana's address and Okori's principal office address were now both 4208 South Blvd., Unit J, Charlotte, N.C. The annual report is attached as **Exhibit G** hereto.

8. Since 2018, a business operating as “80P Builder” has maintained a webstore at 80pbuilder.com, selling pistol kits and parts to consumers. Early versions of the 80pbuilder.com website stated that 80P Builder was located at 4208 South Blvd., Charlotte, N.C. According to public WHOIS databases, the 80pbuilder.com domain name was anonymously registered on March 9, 2018. An archived copy of 80pbuilder.com is attached as **Exhibit H** hereto.

9. According to Public ATF Records, between August 1, 2018, and January 31, 2019, BUL USA registered “80PBuilder” as a trade name for its FFL. An excerpt from the ATF’s February 2019 federal firearms listings is attached as **Exhibit I** hereto.

10. On or around February 15, 2019, Jesse Sousana filed Okori’s 2019 annual report with the North Carolina Secretary of State. This report was substantively identical to Okori’s 2018 report. The 2019 annual report is attached as **Exhibit J** hereto.

11. According to Public ATF Records, between April 1 and May 31, 2019, BUL USA informed the ATF that its mailing address was now 4208 South Blvd., Unit J, Charlotte, N.C—the address that appeared on the 80P Builder website, as well as on Okori’s annual report. An excerpt from the ATF’s June 2019 federal firearms listings is attached as **Exhibit K** hereto.

12. According to Public ATF Records, between October 1 and November 30, 2019, BUL USA applied for and obtained a renewal of its “80PBuilder” FFL, maintaining its 1200 Kingscross Dr. business address and its 4208 South Blvd. mailing address. BUL USA maintained this FFL through September 2021. Excerpts from the ATF’s December 2019 and September 2021 federal firearms listings are attached respectively as **Exhibit L** and **Exhibit M** hereto.

13. On or around November 22, 2019, Jesse Sousana filed BUL USA’s 2018 and 2019 annual reports with the North Carolina Secretary of State. These reports were identical to each

other and substantively identical to BUL USA's 2017 report. These annual reports are attached respectively as **Exhibit N** and **Exhibit O** hereto.

14. On or around November 23, 2019, Jesse Sousana filed a certificate with the Mecklenberg County (North Carolina) Register of Deeds registering "80pbuilder" as an assumed business name for BUL USA. The certificate indicated that the nature of the business was "[f]irearms and parts purchase and sale" and that its principal place of business was 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana's residence. The certificate is attached as **Exhibit P** hereto.

15. On or around April 19, 2020, Jesse Sousana filed Okori's 2020 annual report with the North Carolina Secretary of State. This report was substantively identical to Okori's previous reports, except that it now listed Mr. Sousana's address (in his capacity as registered agent) as 4128 South Blvd., Unit B2, Charlotte, N.C. The report stated that the address of Okori's principal office remained 4208 South Blvd., Unit J, Charlotte, N.C. The report is attached as **Exhibit Q** hereto.

16. Based on publicly available images, 4208 South Blvd., Unit J, and 4128 South Blvd., Unit B2, are located in a single business park, and their loading docks face each other. Images of the units are attached as **Exhibit R** and **Exhibit S** hereto.

17. On or around June 12, 2020, Jesse Sousana filed BUL USA's 2020 annual report with the North Carolina Secretary of State. This report was substantively identical to BUL USA's previous reports, except that it now stated that the address of BUL USA's principal office was 1200 Kingscross Dr., Charlotte, N.C.—Mr. Sousana's residence. The report is attached as **Exhibit T** hereto.

18. For the Court's convenience, attached hereto as **Appendix 1** is a summary of the connections between 80P Builder, BUL USA, and Okori.

19. According to the terms and conditions posted on 80pbuilder.com as of November 24, 2020, 80P Builder "ship[s] within the United States and Puerto Rico." These terms and conditions do not contain any restrictions on sales or shipments to Virginia (or any other state). These terms and conditions are attached as **Exhibit U** hereto.

20. The terms of use currently posted on 80pbuilder.com contain restrictions on shipments to several different states but still mention no restrictions on sales or shipments to Virginia. The current terms of use are attached as **Exhibit V** hereto.

21. Based on a photo from Zackary Burkard's criminal case file, it appears that, on or around February 1, 2021, a package was shipped to Mr. Burkard at his home in Springfield, Virginia. The package indicated that it was sent by "80PB," with a return address of 4128 South Blvd., Ste. B2, Charlotte, N.C.—one of Mr. Sousana's business-park units. The photo is attached as **Exhibit W** hereto. Mr. Burkard has represented through counsel that the package contained the kit used to assemble the ghost gun at the center of this litigation and that he ordered it from 80P Builder.

22. According to the website of the North Carolina Secretary of State, none of the names "80P Builder," "80PBuilder," or "80PB" have been registered as assumed business names in the State of North Carolina other than by BUL USA.

23. According to public ATF records, none of the names "80P Builder," "80PBuilder," or "80PB" have been registered with the ATF during the relevant time frame other than by BUL USA.

24. On or around February 25, 2021, Salvo Technologies, Inc. applied to register the fictitious name “80P Builder” with the Florida Secretary of State. A copy of the application is attached as **Exhibit X** hereto.

25. On or around December 21, 2022, Jesse Sousana filed articles of dissolution for BUL USA with the North Carolina Secretary of State. The document indicated that the “effective date” of the dissolution was June 13, 2020—the day after Mr. Sousana had filed BUL USA’s 2020 annual report. The articles of dissolution are attached as **Exhibit Y** hereto.

26. I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 12, 2023

/s/ Len Kamdang

Len Kamdang

## Appendix 1

### **Connections Between Defendant BUL USA, LLC and 80P Builder**

- “80PBUILDER” was the registered trade name on BUL USA’s federal firearms license (FFL) between 2019 and 2021
- “80pbuilder” was registered as an assumed business name for BUL USA in North Carolina in November 2019
- BUL USA’s FFL mailing address, from no later than June 2019 until September 2021, appeared as 80P Builder’s address on 80pbuilder.com as recently as December 5, 2019

### **Connections Between Defendant BUL USA, LLC and Proposed Defendant Okori, LLC**

- BUL USA and Okori each had only one company official: their CEO, Jesse Sousana
- BUL USA and Okori used the same addresses:
  - BUL USA’s FFL premises address (2016–2021) was the same as Okori’s initial principal office (in 2017): 1200 Kingscross Dr., Charlotte, N.C.
  - BUL USA’s FFL mailing address (2019–2021) was the same as Okori’s subsequent principal office (2018–2020): 4208 South Blvd., Unit J, Charlotte, N.C.
- BUL USA and Okori used the same telephone number
- BUL USA and Okori had the same registered agent: Mr. Sousana

# **EXHIBIT**

**A**



State of North Carolina  
Department of the Secretary of State

Limited Liability Company  
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: BUL USA, LLC  
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)

LegalZoom.com, Inc., as Organizer

101 N. Brand Blvd., 11th Floor

Glendale, CA 91203

3. The name of the initial registered agent is: Jesse Shie Sousana
4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 1200 Kingscross Dr.

City Charlotte State: NC Zip Code: 28211 County: Mecklenburg

5. The mailing address, if different from the street address, of the initial registered agent office is:

Number and Street \_\_\_\_\_

City \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

6. Principal office information: (Select either a or b.)

a.  The limited liability company has a principal office.

The principal office telephone number: \_\_\_\_\_

The street address and county of the principal office of the limited liability company is:

Number and Street 338 S. Sharon Amity Rd.

City Charlotte State: NC Zip Code: 28211 County: Mecklenburg

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

b.  The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. (Optional): Please provide a business e-mail address: \_\_\_\_\_  
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

9. These articles will be effective upon filing, unless a future date is specified:  
\_\_\_\_\_

This is the 4th day of March, 2016.

\_\_\_\_\_  
  
\_\_\_\_\_  
Signature

Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc., Organizer  
Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type and Print Name and Title

\_\_\_\_\_  
Type and Print Name and Title

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Signature

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Signature

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Type and Print Name and Title

\_\_\_\_\_  
Type and Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

# **EXHIBIT**

## **B**

List of Federal Firearms Licensees (FFLs) June 2016

Row	Lic Regn	Lic Dist	Lic Cnty	Lic Type	Lic Xprdt	Lic Seqn	License Name	Business Name	Premise Street	Premise City	Premise State	Premise Zip Code	Mall Street	Mall City	Mall State	Mall Zip Code	Voice Phone
14083	1	56	119	08	9F	11354	BUL USA LLC	KLONIMUS	1200 KINGCROSS DR	CHARLOTTE	NC	28211	338 S SHARON AMITY PMB #306	CHARLOTTE	NC	28211	8189682774

# **EXHIBIT**

## **C**

State of North Carolina  
Department of the Secretary of State

SOSID: 1564540  
Date Filed: 1/5/2017 5:51:00 PM  
Elaine F. Marshall  
North Carolina Secretary of State  
C2017 005 00432

Limited Liability Company  
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Okori, LLC  
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed.)  
LegalZoom.com, Inc., as Organizer  
101 N. Brand Blvd., 11th Floor  
Glendale, CA 91203
3. The name of the initial registered agent is: United States Corporation Agents, Inc.
4. The street address and county of the initial registered agent office of the limited liability company is:  
Number and Street 6135 Park South Drive, Suite 510  
City Charlotte State: NC Zip Code: 28210 County: Mecklenburg
5. The mailing address, if different from the street address, of the initial registered agent office is:  
Number and Street \_\_\_\_\_  
City \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_
6. Principal office information: (Select either a or b.)
  - a.  The limited liability company has a principal office.  
The principal office telephone number: (818) 968-2774  
The street address and county of the principal office of the limited liability company is:  
Number and Street 1200 Kingscross Dr  
City Charlotte State: NC Zip Code: 28211 County: Mecklenburg

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

b.  The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. (Optional): Please provide a business e-mail address: \_\_\_\_\_  
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

9. These articles will be effective upon filing, unless a future date is specified:

This is the 3 day of 1, 2017.

*CM*

Signature

Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc., Organizer  
Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Signature

Type and Print Name and Title

Signature

Type and Print Name and Title

Signature

Type and Print Name and Title

Signature

Type and Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

**EXHIBIT**  
**D**





← 1200 Kingscross Dr, Charlotte | 🔍 ✕

1201 Kingscross Dr  
Charlotte, North Carolina  
📍 Google Street View  
Jan 2019 See more dates

**EXHIBIT**  
**E**



# LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: BUL USA, LLC

SECRETARY OF STATE ID NUMBER: 1503290

STATE OF FORMATION: NC

REPORT FOR THE YEAR: 2017

Filing Office Use Only
E-Filed Annual Report
1503290
CA201732601418
11/22/2017 08:15
<input type="checkbox"/> Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Sousana, Jesse Shie

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

4. REGISTERED OFFICE MAILING ADDRESS

1200 Kingscross Dr.

1200 Kingscross Dr.

Charlotte, NC 28211 Mecklenburg County

Charlotte, NC 28211

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Importation and sale of hunting and sporting pistol parts

2. PRINCIPAL OFFICE PHONE NUMBER: 1-818-968-2774

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

5. PRINCIPAL OFFICE MAILING ADDRESS

338 S Sharon Amity Rd

338 S Sharon Amity Rd

Charlotte, NC 28211

Charlotte, NC 28211

## SECTION C: COMPANY OFFICIALS (Enter additional Company Officials in Section E.)

NAME: Jesse Shie Sousana

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Chief Executive Officer

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

1200 Kingcross Sr.

Charlotte, NC 28211

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jesse Shie Sousana

11/22/2017

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of this form.

Jesse Shie Sousana

Chief Executive Officer

Print or Type Name of Company Official

Print or Type The Title of the Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27628-0525

# **EXHIBIT**

**F**



Ask us anything about The UPS Store Cotswold Village Shops




Professional Shipping and Packing Services to Help You be Unstoppable

# The UPS Store Cotswold Village Shops


• Open Now • Closes at 7:00 PM




Get directions, store hours & UPS pickup times. If you need printing, shipping, shredding, or mailbox services, visit us at 338 S Sharon Amity Rd. Locally owned and operated.

 **338 S Sharon Amity Rd**  
**Charlotte, NC 28211**

Cotswold Village Shops Corner Of Sharon Amity Rd & Randolph Rd

 **(704) 365-4752**

 (704) 365-4757


 **store1247@theupsstore.com**

 **Estimate Shipping Cost**

 **Contact Us**

## Hours of Operation

### Store Hours

Open Now - Closes at 7:00 PM 

### UPS Air Pickup Times

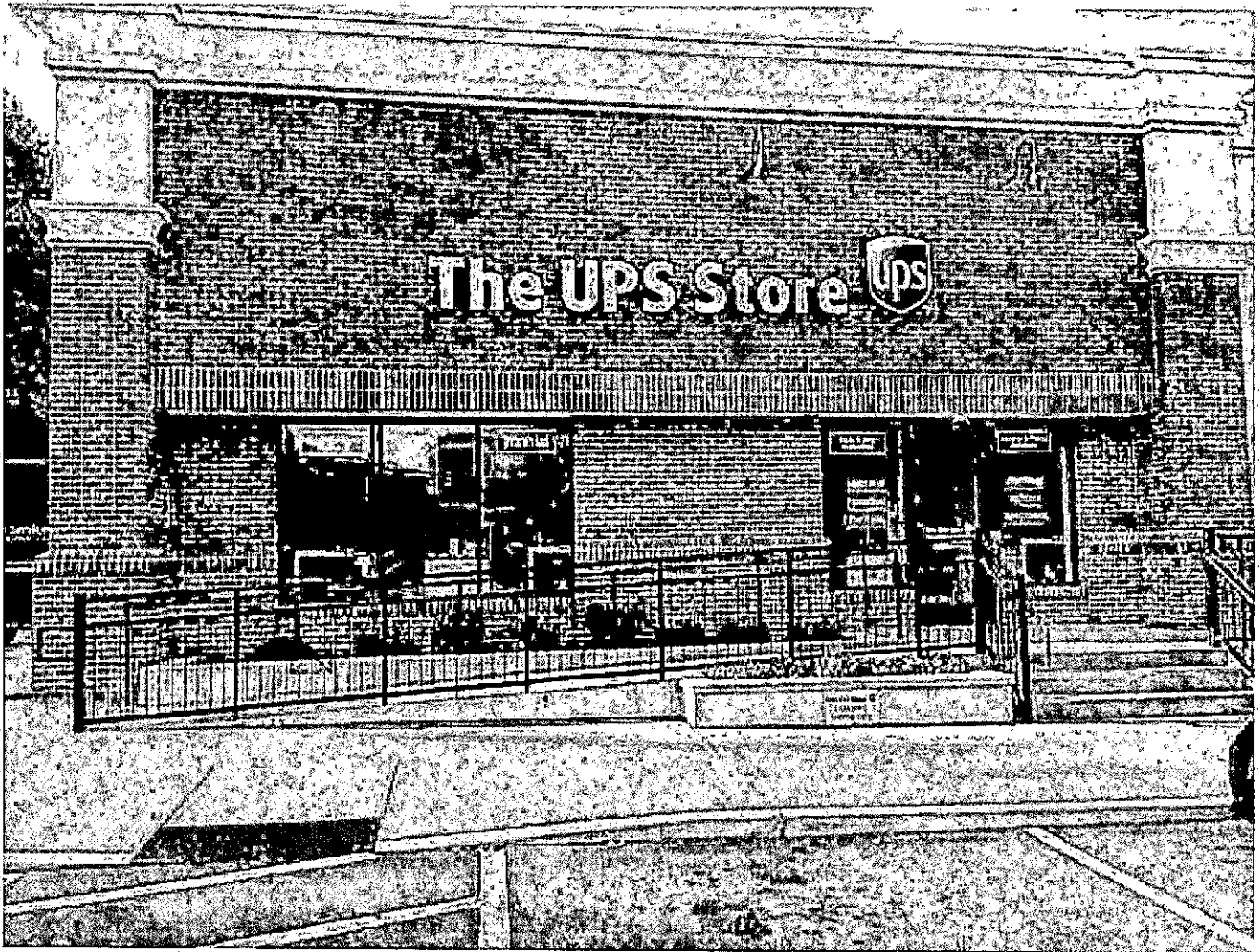
Last Pickup Today at 6:00 PM 

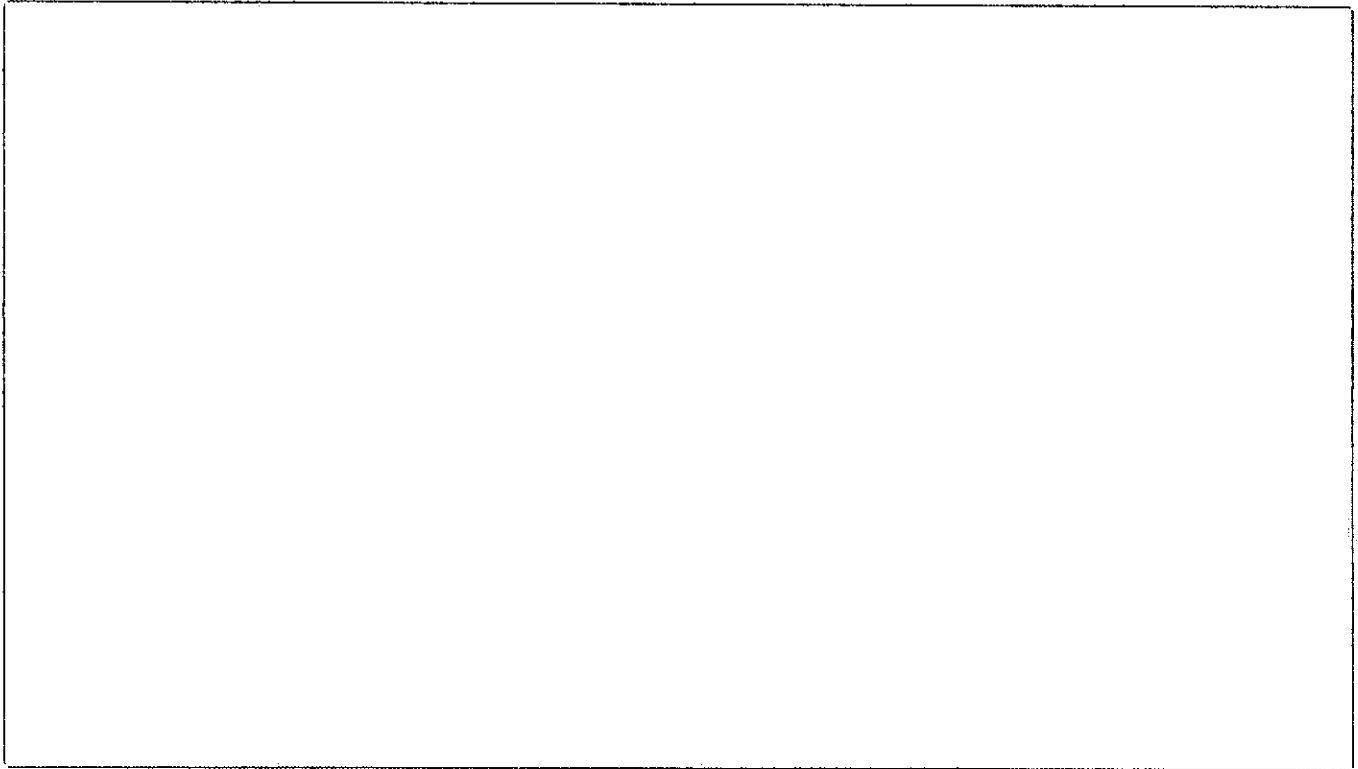
## UPS Ground Pickup Times

Last Pickup Today at 5:30 PM 

 [Start Print Order >](#)

 [Schedule Appointment >](#)

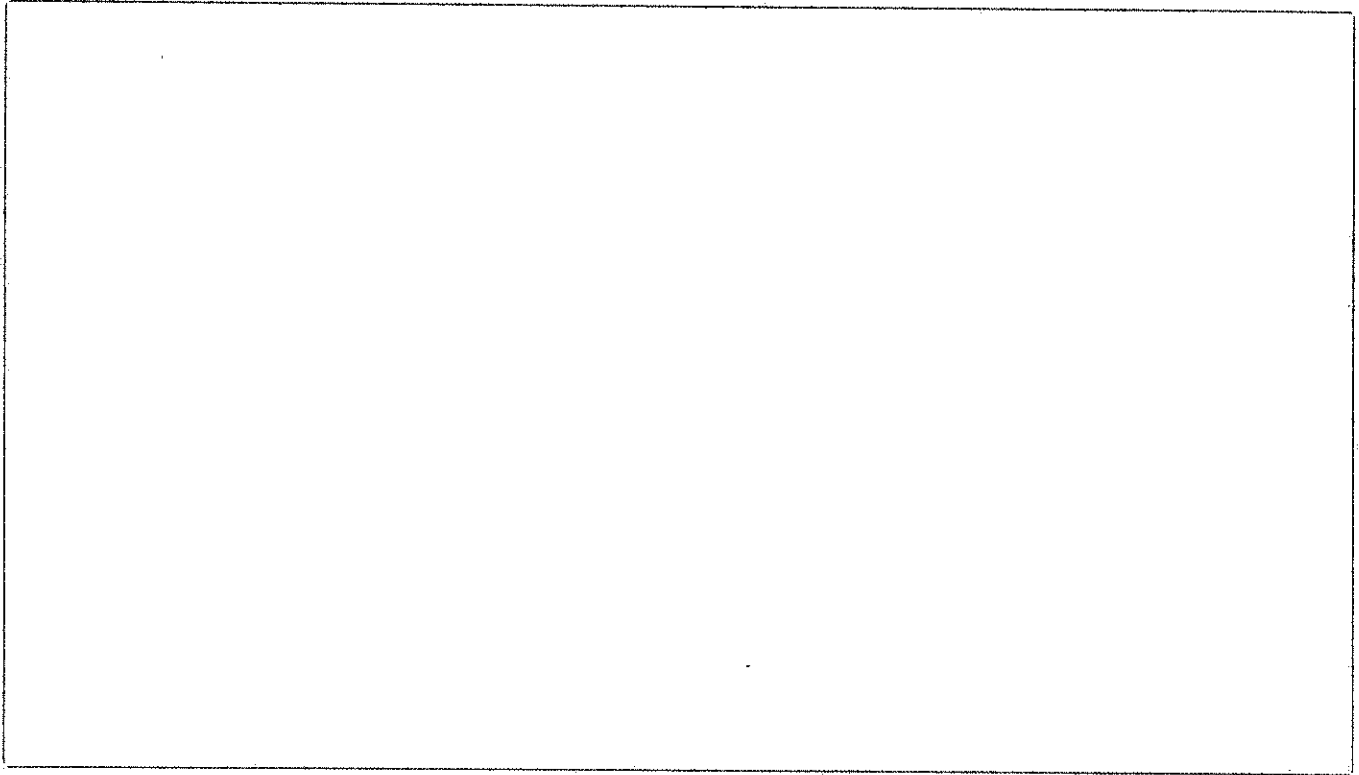




## We Pack it. We Ship it. We Guarantee it.

Trust the Certified Packing Experts® to do the job for you so your items arrive safely and intact. Plus, take advantage of the **Pack & Ship Guarantee**

Packing & Shipping Boxes



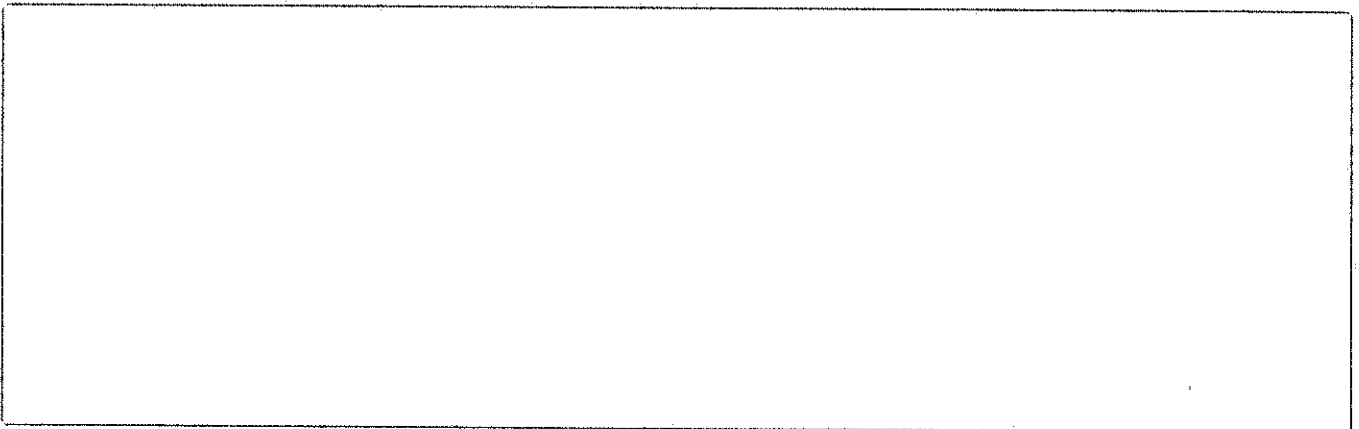
## Ship Confidently

We'll do the packing, you take the credit. We can pack just about anything to help ensure your items arrive intact.

All Shipping & Packing Services

## Shipping Services

---





## Pack & Ship Guarantee

We pack it. We ship it. We guarantee it.

When you have The UPS Store pack and ship your items you get the benefit of The UPS Store Pack & Ship Guarantee. When we pack and ship your items using materials purchased from The UPS Store, we'll cover the cost of packing and shipping plus the value of your items, if lost or damaged\*.

The Pack & Ship Guarantee offers peace of mind and is only available at The UPS Store.

\* [See Full Details](#)

## Certified Packing Experts

When it comes to cushioning and protecting your shipments, there's nothing The UPS Store Certified Packing Experts® can't handle. We are trained in advanced packing techniques and specialize in properly packing fragile, high-value, large and odd-shaped items. If you're looking to ship electronics, artwork, antiques or luggage.

Stop by The UPS Store on 338 S Sharon Amity Rd today.

**PACKING & SHIPPING BOXES >**

## UPS Shipping in Charlotte

The UPS Store located at 338 S Sharon Amity Rd offers a full range of UPS® shipping services for destinations within the United States.

- UPS Next Day Air®
- UPS 2nd Day Air®
- UPS 3 Day Select®
- UPS® Ground

Not sure how to pack your shipment? Don't worry, The UPS Store Certified Packing Experts® can take care of that for you so you can stop in and ship out with confidence. Come visit us today!

**ESTIMATE SHIPPING COST >**

## Products and Services

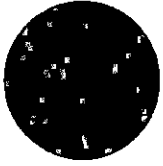
Whether you're shipping to family and friends or filling orders, we've got you covered.



### Printing

You can count on the printing professionals at The UPS Store Charlotte to help you make a lasting impression. We offer a wide range of printing and copying services to help you promote your small business or prepare for your personal event or presentation. Place your order online or stop by our store to get started.

**START ONLINE PRINT ORDER >**



## Shipping & Packing

The UPS Store is your professional packing and shipping resource in Charlotte. We offer a range of domestic, international and freight shipping services as well as custom shipping boxes, moving boxes and packing supplies. The UPS Store Certified Packing Experts at 338 S Sharon Amity Rd are here to help you ship with confidence.

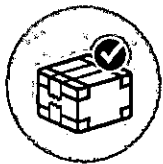
**ESTIMATE SHIPPING COST >**



## Mailboxes

When you open a mailbox at The UPS Store, you get a lot more than just a box with a key. You'll get package acceptance from all shipping carriers, mail receipt notifications, and a real street address in 28211, not just a PO Box #. Apply today.

**MAILBOX SERVICES >**



## Additional Services

Notary Services



Shredding Services



Passport Photos



House Accounts



Faxing & Scanning



Additional Services



## About The UPS Store Cotswold Village Shops

ABOUT

STORE SERVICES

### The UPS Store Cotswold Village Shops

The UPS Store in Charlotte, NC is here to help individuals and small businesses by offering a wide range of products and services. We are locally owned and operated and conveniently located at 338 S Sharon Amity Rd.

While we're your local packing and shipping experts, we do much more. The UPS Store is your local print shop in 28211, providing professional printing services to market your small business or to help you complete your personal project or presentation. We offer secure mailbox and package acceptance services, document shredding, office and mailing supplies, faxing, scanning and more. Everything for your small business, even shipping.

**Read More** 

#### Areas Served

Charlotte, N.C. 28211

#### Accepted Payments

- American Express
- Google Pay™
- Apple Pay®
- Cash
- Check

- Discover
- MasterCard
- Samsung Pay®
- Visa

### Store Features

- Wheelchair Accessible Entrance
- Wheelchair Accessible Restroom
- Wheelchair Accessible Seating
- Wi-Fi
- LGBTQ+ Friendly
- Transgender Safespace
- Curbside Pickup



## Wilburn Sanders

Franchise Owner

Locally Owned & Operated in  
Charlotte

Contact Us

Connect with Us



## Join Our Mailing List

Sign up for insider access to The UPS Store® news and special offers and you'll save 15% on your next online print order.

### Provide Email

Enter Email



### Are you a small business owner?



Yes



No

I agree to the Terms & Conditions ▼

By signing up, you agree to receive emails from The UPS Store with news, special offers, promotions and messages tailored to your interests. You can unsubscribe at any time. See our privacy policy for more information. Retail locations are independently owned and operated by franchisees. Various offers may be available at certain participating locations only. Please contact your local The UPS Store retail location for more details.

## Nearby The UPS Store Locations

### The UPS Store Southpark at Foxcroft Center

Open Now - Closes at 7:00 PM

📍 7804-C Fairview Rd  
Charlotte, NC 28226


📞 **(704) 442-8190**

[VIEW PAGE >](#)

### The UPS Store Selwyn Ave

Open Now - Closes at 6:30 PM


📍 2820 Selwyn Ave  
Ste 130  
Charlotte, NC 28209


 [\(704\) 338-1713](tel:(704)338-1713)

[VIEW PAGE >](#)

## The UPS Store Midtown

Open Now - Closes at 7:00 PM

 601 S Kings Drive  
Ste F  
Charlotte, NC 28204

 [\(704\) 900-5031](tel:(704)900-5031)

[VIEW PAGE >](#)

**Printing** 

**Shipping & Packing** 

**Mailboxes** 

**More Services** 

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[All Locations](#) > [NC](#) > [Charlotte](#) > 338 S Sharon Amity Rd

[The UPS Store](#) | [Privacy Notice](#) | [Website Terms of Use](#) |  [High Contrast](#)

[Cookie Preferences & Do Not Share](#)

# **EXHIBIT**

# **G**





# LIMITED LIABILITY COMPANY ANNUAL REPORT

10/2017

NAME OF LIMITED LIABILITY COMPANY: Okori, LLC

SECRETARY OF STATE ID NUMBER: 1564540

STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2018

Filing Office Use Only	
E - Filed Annual Report	
1564540	
CA201809308860	
4/3/2018 09:28	
<input type="checkbox"/>	Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Sousana, Jesse

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

4208 South Blvd Unit J  
Charlotte, NC 28209 Mecklenburg County

4. REGISTERED OFFICE MAILING ADDRESS

4208 South Blvd Unit J, Charlotte NC, 28209  
Charlotte, NC 28209

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Wholesale and retail of machine parts

2. PRINCIPAL OFFICE PHONE NUMBER: (818) 968-2774

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

4208 South Blvd Unit J, Charlotte NC, 28209  
Charlotte, NC 28211 Mecklenburg County

5. PRINCIPAL OFFICE MAILING ADDRESS

4208 South Blvd Unit J  
Charlotte, NC 28211

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

## SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Jesse Sousana

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Chief Executive Officer

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 4208 South Blvd Unit J

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Charlotte NC, 28211

Charlotte, NC 28211

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jesse Sousana

4/3/2018

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of This form.

Jesse Sousana

Chief Executive Officer

Print or Type Name of Company Official

Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

**EXHIBIT**  
**H**



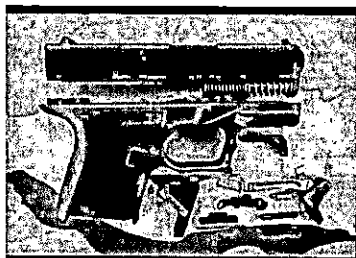
LIMITED TIME: 20% OFF ALL KITS

EVEN MORE SAVINGS ON ALREADY LOW PRICED QUALITY PRODUCTS WHEN YOU BUNDLE!

LEARN MORE

NEWEST AND HIGHEST RATED

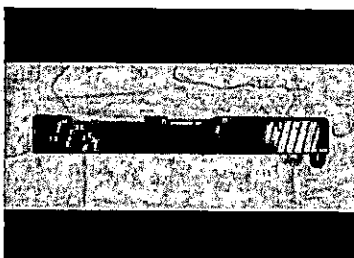
Best Selection of Top Quality Builder Kits, Barrels, and Slides



DIPLOMAT

\$449.99

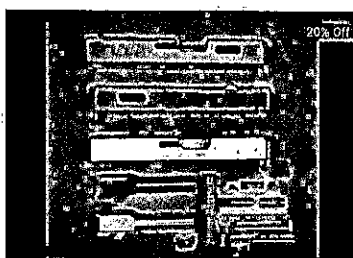
SHOP NOW



80PB V2 Slide Black Cerakoted Vortex Viper cut 416 Stainless Steel for G19

\$219.99

SHOP NOW

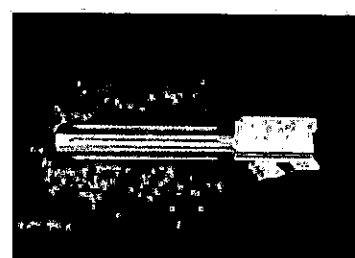


80PB Complete Customized Upper Slide assembly G26 Compatible

★★★★☆

Starting at \$307.67

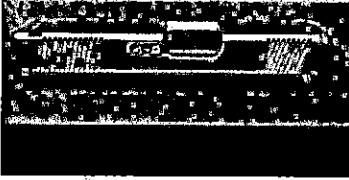
SHOP NOW



Match Fluted 9mm Barrel for G19

\$129.99

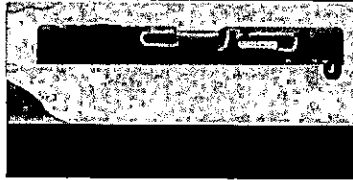
SHOP NOW



9mm Front & Rear Serrations Slide Gen 1-4, Stainless Steel front and Rear Serrations for Glock 26 G26

\$179.99

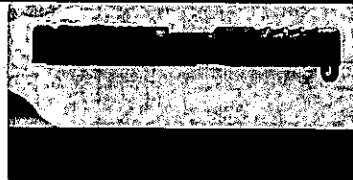
SHOP NOW



80PB V2 Slide Gen 1-3, Tri-Window, OD Green Cerakote, RMR Cut for Glock 19 G19

\$329.99

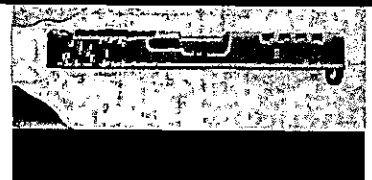
SHOP NOW



80PB V2 Slide Gen 1-3, 8 Port, Black Cerakote, RMR Cut, RMR Cover Plate for Glock 19 G19

\$329.99

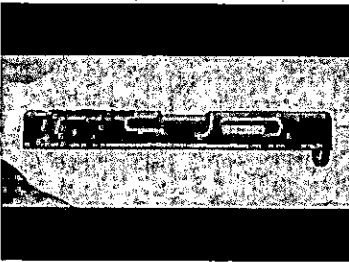
SHOP NOW



80PB V2 Slide Gen 1-3, 8 Port, FDE Cerakote, RMR Cut, RMR Cover Plate for Glock 19 G19

\$329.99

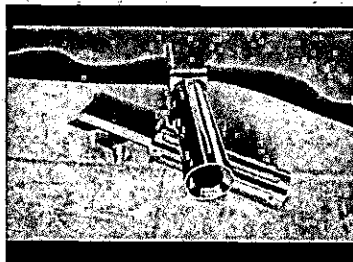
SHOP NOW



80PB V2 Slide Gen 1-3, Tri-Window, Sniper Grey Cerakote, RMR Cut for Glock 19 G19

\$329.99

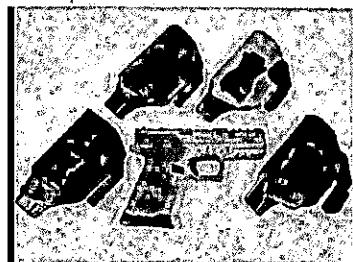
SHOP NOW



Match Fluted Deep Crowned 9mm Barrel for G26

\$149.99

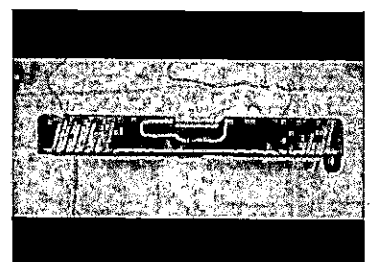
SHOP NOW



Undercover AIWB Holster

\$59.99

SHOP NOW



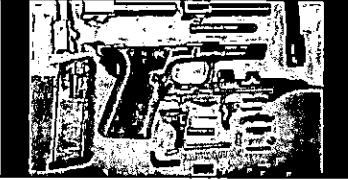
80PB V2 Slide OD Green Cerakoted 416 Stainless Steel for G23

\$189.99

SHOP NOW

### BEST SELLING 80 PERCENT BUILDER KITS

Complete Kits & Upper Assemblies

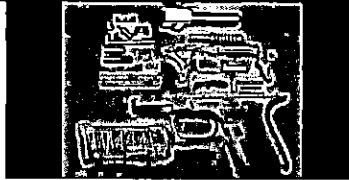


80PB Complete Builders Kit G19 Compatible

★★★★★

Starting at: \$476.96

SHOP NOW

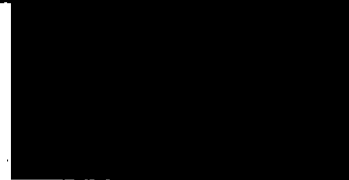


80PB Complete Builders Kit G26 Compatible

★★★★★

Starting at: \$477.66

SHOP NOW

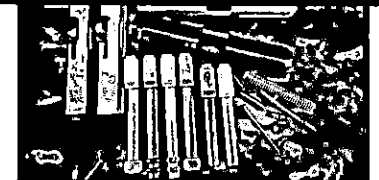


80PB Complete Customized Upper Slide assembly G17 Compatible

★★★★★

Starting at: \$273.04

SHOP NOW

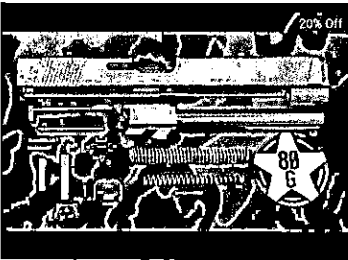


80PB Complete Customized Upper Slide assembly G19 Compatible

★★★★★

Starting at: \$273.04

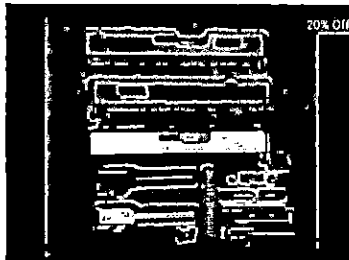
SHOP NOW



80PB Complete Customized Upper Slide assembly G34 Compatible

Starting at: \$409.96

SHOP NOW



80PB Complete Customized Upper Slide assembly G26 Compatible

★★★★★

Starting at: \$307.67

SHOP NOW

## Welcome to 80 Percent Builder

80 Percent Builder is your premier source for high quality, high accuracy aftermarket polymer 80 kits and aftermarket gun parts that fit your Glock. All Orders are usually shipped next business day. We provide the best deals around for 80 percent kits and parts while working to support the rights of the firearms industry. Our commitment to high quality and accuracy is second to none. 80 Percent Builder is family owned and operated and dedicated to providing exceptional customer service.

We specialize in polymer 80 kits that include the frame, jig, rail system, drill bits, and more. We serve those who are seeking to complete their current build, or those who are looking for a complete bundled kit. We are always adding to our product offerings, so make us your one-stop shop for customizable kits and aftermarket gun parts.



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MY CART



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MEDIA CENTER



DEALER INQUIRIES



SHIPPING & RETURNS



HAVE QUESTIONS?



80 Percent Builder  
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Charlotte, NC 28209

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SLIDES  
KITS  
MAGS  
PARTS

MEDIA CENTER  
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SHIPPING & RETURNS  
CONTACT US

Signup For Promos & Exclusives

Enter Email

Be Social



# **EXHIBIT**

## **I**

List of Federal Firearms Licensees (FFLs) February 2019

Row	Lic Regn	Lic Dist	Lic Cnty	Lic Type	Lic Xpr Dte	Lic Seqn	License Name	Business Name	Premise Street	Premise City	Premise State	Premise Zip Code	Mail Street	Mail City	Mail State	Mail Zip Code	Voice Phone
14170	1	56	119	08	9F	11354	BUL USA LLC	80PBUILDER	1200 KINGCROSS DR	CHARLOTTE	NC	28211	338 S SHARON AMITY PMB #306	CHARLOTTE	NC	28211	8189682774



# EXHIBIT

# J



# LIMITED LIABILITY COMPANY ANNUAL REPORT

10/2017

NAME OF LIMITED LIABILITY COMPANY: Okori, LLC

SECRETARY OF STATE ID NUMBER: 1564540

STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2019

Filing Office Use Only	
E - Filed Annual Report	
1564540	
CA201904601999	
2/15/2019 01:42	
<input type="checkbox"/>	Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Sousana, Jesse

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

4208 South Blvd Unit J  
Charlotte, NC 28209 Mecklenburg County

4. REGISTERED OFFICE MAILING ADDRESS

4208 South Blvd Unit J, Charlotte NC, 28209  
Charlotte, NC 28209

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Wholesale and retail of machine parts

2. PRINCIPAL OFFICE PHONE NUMBER: (818) 968-2774 x \_\_\_\_\_

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

4208 South Blvd Unit J, Charlotte NC, 28209  
Charlotte, NC 28211

5. PRINCIPAL OFFICE MAILING ADDRESS

4208 South Blvd Unit J  
Charlotte, NC 28211

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

## SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Jesse Sousana

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Chief Executive Officer

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 4208 South Blvd Unit J

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Charlotte NC, 28211

Charlotte, NC 28211

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jesse Sousana

2/15/2019

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of This form.

Jesse Sousana

Chief Executive Officer

Print or Type Name of Company Official

Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

**EXHIBIT**  
**K**

## List of Federal Firearms Licensees (FFLs) June 2019

Row	Lic Regn	Lic Dist	Lic Cnty	Lic Type	Lic Xprdt	Lic Seqn	License Name	Business Name	Premise Street	Premise City	Premise State	Premise Zip Code	Mail Street	Mail City	Mail State	Mail Zip Code	Voice Phone
14105	1	56	119	08	9F	11354	BUL USA LLC	80PBUILDER	1200 KINGCROSS DR	CHARLOTTE	NC	28211	4208 SOUTH BLVD UNIT J	CHARLOTTE	NC	28209	8189682774

**EXHIBIT**  
**L**

List of Federal Firearms Licensees (FFLs) December 2019

Row	Lic Regn	Lic Dist	Lic Cnty	Lic Type	Lic XprDte	Lic Segn	License Name	Business Name	Premise Street	Premise City	Premise State	Premise Zip Code	Mail Street	Mail City	Mail State	Mail Zip Code	Voice Phone
14011	1	56	119	08	2F	11354	BUL USA LLC	80PBUILDER	1200 KINGCROSS DR	CHARLOTTE	NC	28211	4208 SOUTH BLVD UNIT J	CHARLOTTE	NC	28209	8189582774

# **EXHIBIT**

**M**

List of Federal Firearms Licensees (FFLs) September 2021

ROW	LIC_REGN	LIC_DIST	LIC_CNTY	LIC_TYPE	LIC_XPRDTE	LIC_SEQN	LICENSE_NAME	BUSINESS_NAME	PREMISE_STREET	PREMISE_CITY	PREMISE_STATE	PREMISE_ZIP_CODE	MAIL_STREET	MAIL_CITY	MAIL_STATE	MAIL_ZIP_CODE	VOICE_PHONE
14704	1	56	119	08	2F	11354	BUL USA LLC	80PBUILDER	1200 KINGCROSS DR	CHARLOTTE	NC	28211	4208 SOUTH BLVD UNIT J	CHARLOTTE	NC	28209	8189682774



**EXHIBIT**

**N**



# LIMITED LIABILITY COMPANY ANNUAL REPORT

SOSID: 1503290  
 Date Filed: 11/22/2019 11:59:00 PM  
 Elaine F. Marshall  
 North Carolina Secretary of State  
 CA2019 326 00270

10/2017  
 NAME OF LIMITED LIABILITY COMPANY: BUL USA, LLC

SECRETARY OF STATE ID NUMBER: 1503290 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2018 & 2019



Filing Office Use Only

Changes

### SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Jesse Shie Sousana

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_  
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY      4. REGISTERED AGENT OFFICE MAILING ADDRESS

1200 Kingscross Dr.      1200 Kingscross Dr.

Charlotte, NC 28211 Mecklenburg      Charlotte, NC 28211 Mecklenburg

### SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Importation and sale of hunting and sporting pistol parts

2. PRINCIPAL OFFICE PHONE NUMBER: 1-818-968-2774      3. PRINCIPAL OFFICE EMAIL: Jesse.Sousana@gmail.com

4. PRINCIPAL OFFICE STREET ADDRESS      5. PRINCIPAL OFFICE MAILING ADDRESS

338 S Sharon Amity Rd      338 S Sharon Amity Rd

Charlotte, NC 28211 Mecklenburg      Charlotte, NC 28211 Mecklenburg



6. Select one of the following if applicable. (Optional see instructions)

- The company is a veteran-owned small business
- The company is a service-disabled veteran-owned small business

### SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: <u>Jesse Shie Sousana</u>	NAME: _____	NAME: _____
TITLE: <u>Chief Executive Officer</u>	TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____	ADDRESS: _____
<u>1200 Kingcross Sr.</u>	_____	_____
<u>Charlotte, NC 28211 Mecklenburg</u>	_____	_____

### SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jesse Shie Sousana      11/21/19  
 SIGNATURE      DATE

Form must be signed by a Company Official listed under Section C of This form.

JESSE SOUSANA      CEO  
 Print or Type Name of Company Official      Print or Type Title of Company Official

SUBMIT THIS ANNUAL REPORT WITH THE REQUIRED FILING FEE OF \$200  
 MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

**EXHIBIT**  
**O**



# LIMITED LIABILITY COMPANY ANNUAL R

SOSID: 1503290  
 Date Filed: 11/22/2019 11:59:00 PM  
 Elaine F. Marshall  
 North Carolina Secretary of State  
 CA2019 326 00271

10/2017  
 NAME OF LIMITED LIABILITY COMPANY: BUL USA, LLC

SECRETARY OF STATE ID NUMBER: 1503290 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2018 & 2019



Filing Office Use Only

Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Jesse Shie Sousana

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

1200 Kingscross Dr.

1200 Kingscross Dr.

Charlotte, NC 28211 Mecklenburg

Charlotte, NC 28211 Mecklenburg

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Importation and sale of hunting and sporting pistol parts

2. PRINCIPAL OFFICE PHONE NUMBER: 1-818-968-2774

3. PRINCIPAL OFFICE EMAIL: Jesse.Sousana@gmail.com

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS



338 S Sharon Amity Rd

338 S Sharon Amity Rd

Charlotte, NC 28211 Mecklenburg

Charlotte, NC 28211 Mecklenburg

6. Select one of the following if applicable. (Optional see Instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

## SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Jesse Shie Sousana NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: Chief Executive Officer TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

1200 Kingcross Sr.

Charlotte, NC 28211 Mecklenburg

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jesse Shie Sousana  
 SIGNATURE  
 Form must be signed by a Company Official listed under Section C of This form.

11/21/19  
 DATE

JESSE SOUSANA  
 Print or Type Name of Company Official

CEO  
 Print or Type Title of Company Official

SUBMIT THIS ANNUAL REPORT WITH THE REQUIRED FILING FEE OF \$200

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27628-0525

# **EXHIBIT**

**P**

FOR REGISTRATION  
Fredrick Smith  
REGISTER OF DEEDS  
Mecklenburg County, NC  
2019 NOV 25 09:22:34 AM  
BK: 34065 PG: 882-882  
FEE: \$26.00  
INSTRUMENT # 2019160679

DOVEGLY



**ASSUMED BUSINESS NAME CERTIFICATE (NCGS §66-71.5)**

*Please print legibly.*

**Returned to Customer**

1. The assumed business name is:  
80pbuilder

(You may include no more than five (5) assumed business names on this form.)

2. The real name of the person or entity engaging in business under the assumed business name is:  
BUL USA, LLC  
1503290

(Corporations, LLC's, limited partnerships must provide the exact name registered with the NC Secretary of State's office and the SOSID number assigned at the time of formation. Go to [www.sosnc.gov/br/search](http://www.sosnc.gov/br/search) to look up your information.)

3. The nature/type of the business is: Firearms and parts purchase and sale

4. The street address of the principal place of business is: (PO Boxes are not acceptable)  
1200 Kingscross Dr. Charlotte NC 28211

5. The mailing address, if different from the street address, is:  
\_\_\_\_\_

6. The counties where the assumed business name will be used to engage in business are:  
 All 100 North Carolina counties

This certificate is signed by the owner/legal representative of the person or entity named above,  
this 23 day of November, 2019.

Signature:

Printed/Typed Name: Jesse Sousana

Title: CEO/Manager

(See instructions for who must sign for various business entity types.)

**EXHIBIT**

**Q**



# LIMITED LIABILITY COMPANY ANNUAL REPORT

10/2017  
NAME OF LIMITED LIABILITY COMPANY: Okori, LLC

SECRETARY OF STATE ID NUMBER: 1564540 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2020

Filing Office Use Only  
E - Filed Annual Report  
1564540  
CA202011000183  
4/19/2020 09:30  
 Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Sousana, Jesse

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

4128 South Blvd Unit B2  
Charlotte, NC 28209 Mecklenburg County

4128 South Blvd Unit B2, Charlotte NC, 28209  
Charlotte, NC 28209

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Wholesale and retail of machine parts

2. PRINCIPAL OFFICE PHONE NUMBER: (818) 968-2774 x \_\_\_\_\_

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

4208 South Blvd Unit J, Charlotte NC, 28209  
Charlotte, NC 28211

4208 South Blvd Unit J  
Charlotte, NC 28211

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

## SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Jesse Sousana

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Chief Executive Officer

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: 4208 South Blvd Unit J

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Charlotte NC, 28211

Charlotte, NC 28211

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jesse Sousana

4/19/2020

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of This form.

Jesse Sousana

Chief Executive Officer

Print or Type Name of Company Official

Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525



**EXHIBIT**  
**R**

Charlotte, North Carolina

Google Street View

Jun 2022

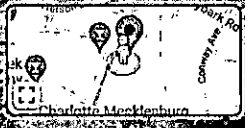
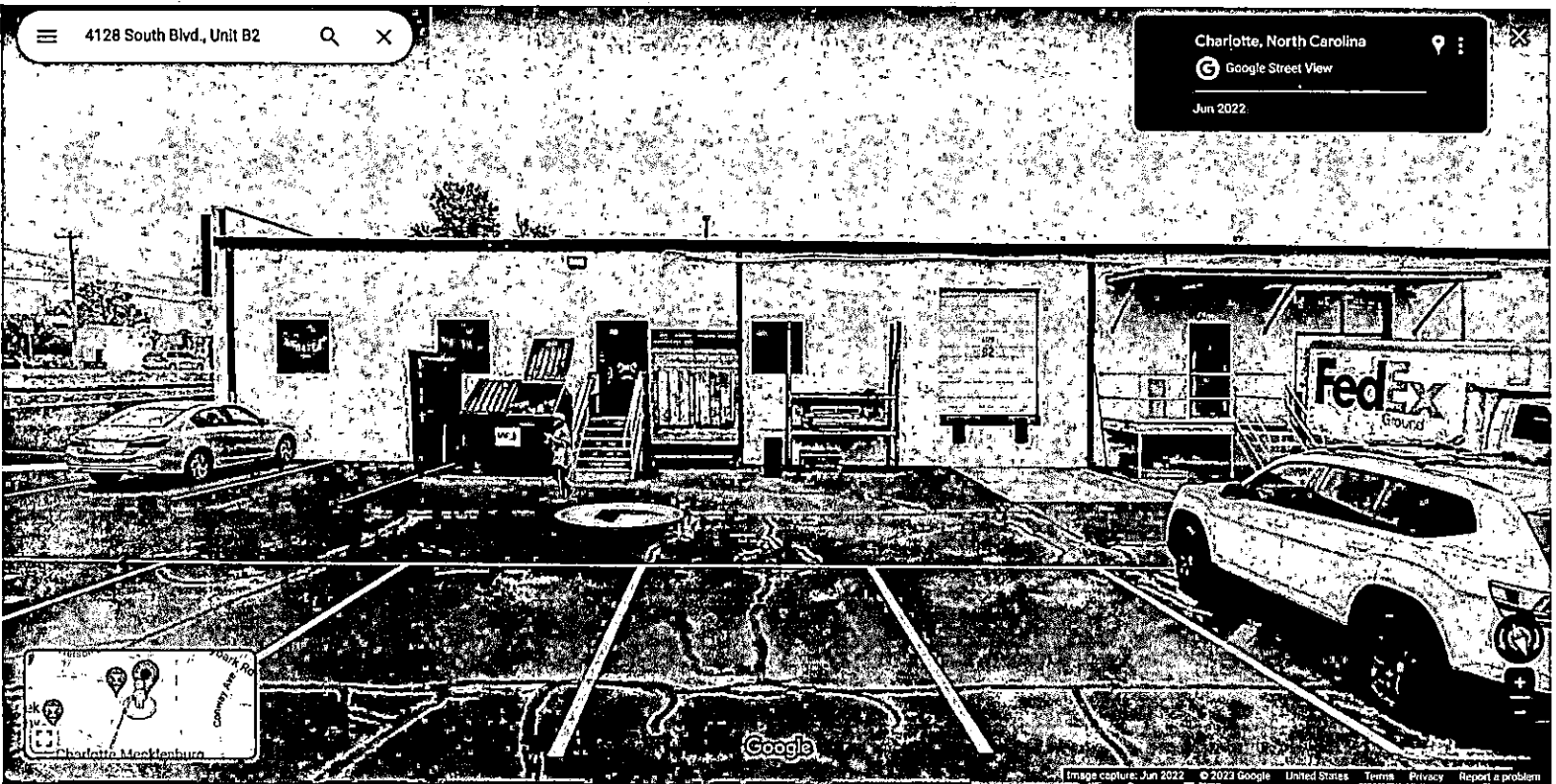


4128 South Blvd., Unit B2

Charlotte, North Carolina

Google Street View

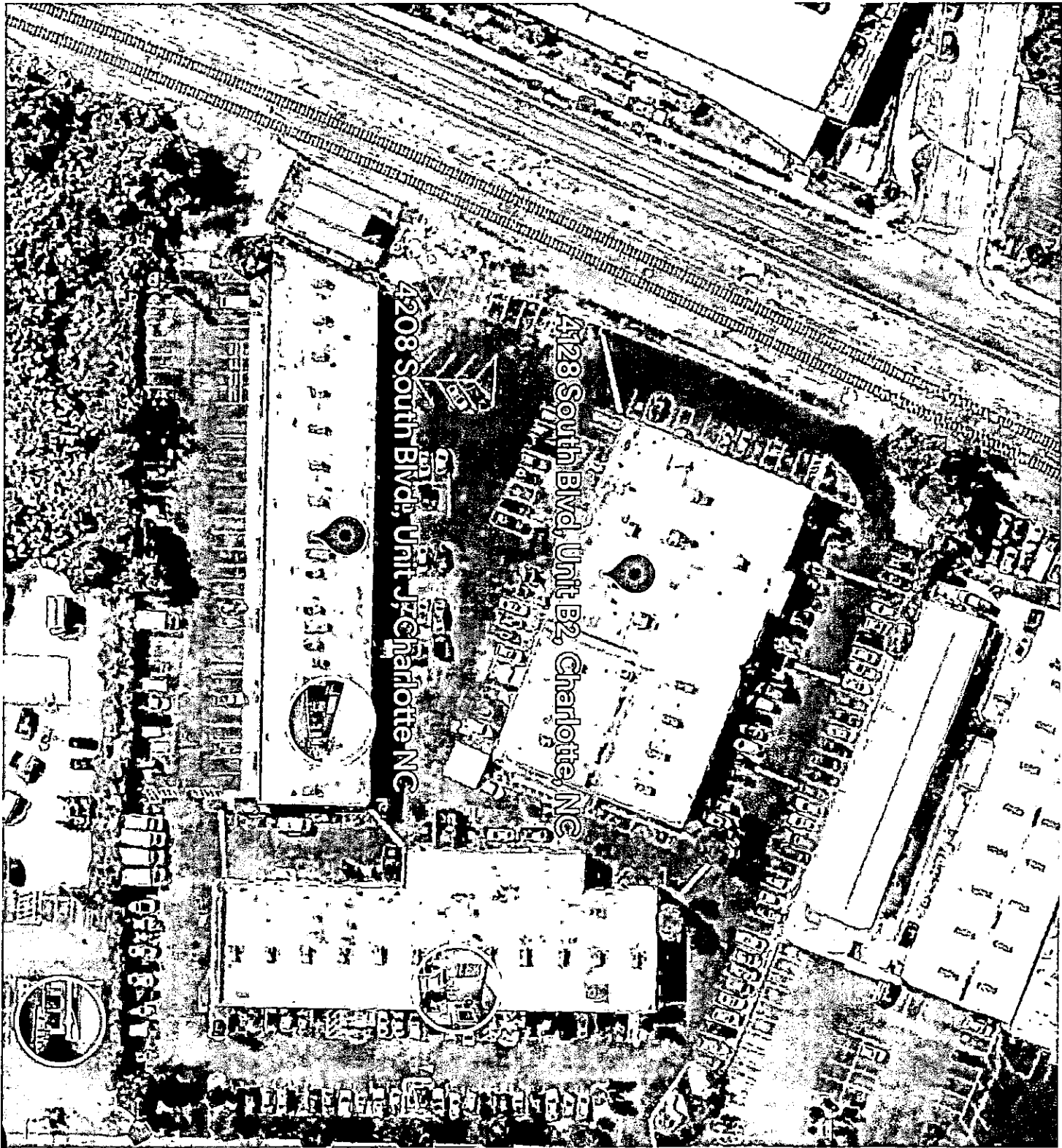
Jun 2022



Google

Image capture: Jun 2022 © 2022 Google United States Terms Privacy Report a problem

**EXHIBIT**  
**S**



**EXHIBIT**  
**T**



# LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: BUL USA, LLC

SECRETARY OF STATE ID NUMBER: 1503290 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2020

Filing Office Use Only	
E - Filed Annual Report	
1503290	
CA202016400704	
6/12/2020 10:45	
<input type="checkbox"/>	Changes

### SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Sousana, Jesse Shie

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_  
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY	4. REGISTERED AGENT OFFICE MAILING ADDRESS
<u>1200 Kingscross Dr.</u>	<u>1200 Kingscross Dr.</u>
<u>Charlotte, NC 28211 Mecklenburg County</u>	<u>Charlotte, NC 28211</u>

### SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Importation and sale of hunting and sporting pistol parts

2. PRINCIPAL OFFICE PHONE NUMBER: (818) 968-2774 x \_\_\_\_\_ 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS	5. PRINCIPAL OFFICE MAILING ADDRESS
<u>1200 Kingscross Dr.</u>	<u>1200 Kingscross Dr.</u>
<u>Charlotte, NC 28211</u>	<u>Charlotte, NC 28211</u>

6. Select one of the following if applicable. (Optional see instructions)

- The company is a veteran-owned small business
- The company is a service-disabled veteran-owned small business

### SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: <u>Jesse Shie Sousana</u>	NAME: _____	NAME: _____
TITLE: <u>Chief Executive Officer</u>	TITLE: _____	TITLE: _____
ADDRESS: _____	ADDRESS: _____	ADDRESS: _____
<u>1200 Kingcross Sr.</u>		
<u>Charlotte, NC 28211</u>		

### SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

<u>Jesse Shie Sousana</u>	<u>6/12/2020</u>
SIGNATURE	DATE

Form must be signed by a Company Official listed under Section C of This form.

<u>Jesse Shie Sousana</u>	<u>Chief Executive Officer</u>
Print or Type Name of Company Official	Print or Type Title of Company Official

# **EXHIBIT**

**U**





**SHALL NOT BE  
INFRINGEMENT**



These Terms of use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you) and 80P BUILDER .

The site is intended for users at least 18 years of age. Persons under the age of 18 are not permitted to use or register for the site.

These terms of service shall remain in full force and effect while you use the site. We reserve the RIGHT to on our SOLE discretion and without notice or liability, deny access to and use of the site to any person for ANY reason or for no reason.

## **Warranty Policy**

### **Full Lifetime Warranty**

Parts manufactured by 80P Builder are backed by our Full Lifetime Warranty. Our parts are warranted to be free from defects in materials and craftsmanship for the serviceable lifetime of the part. The liability of 80P Builder under this warranty shall be limited solely to the obligation to repair the defect or replace the part at its discretion, and to pay transportation and insurance charges for return the item to the owner for a rightful warranty claim. This warranty is transferable for the serviceable lifetime of the part. Modification will void this warranty. This warranty does not cover ordinary wear and tear or any damage resulting from careless handling, neglect, repairs or adjustments, improper, substandard, reloaded or defective ammunition, corrosion, or other unreasonable use.

To initiate a Warranty claim, contact 80P Builder at [info80pbuilder.com/contact-us](mailto:info80pbuilder.com/contact-us). Customer service will issue an return label to allow for the return of the item. The part concerned must be shipped using the prepaid label our representative emails to you. 80P Builder will pay shipping and insurance charges for the return of a part to its owner, if the related claim is a proper claim for warranty work. Under no circumstances shall 80P Builder be responsible for incidental or consequential damages with respect to economic loss or injury to property, whether as a result of express or implied warranty, negligence or otherwise. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. 80P Builder will not be responsible for the results of ordinary wear and tear, careless handling, neglect, unauthorized repairs or adjustments, improper, substandard, reloaded or defective ammunition, corrosion, or unreasonable use.





**SHALL NOT BE  
INFRINGED**



## Returns Policy

### **80% FRAME KITS ARE NOT RETURNABLE UNDER ANY CIRCUMSTANCE**

Any orders cancelled at the request of the buyer are subject to a 15% restocking fee at the discretion of 80P Builder.

You may return most new, unopened items within 30 days of delivery for a full refund minus a **15% restocking fee**. Labor on installed items is **NON** refundable. We'll also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item, etc.).

**FRAMES** are **NON-REFUNDABLE**. They are not accepted for **RETURNS** or **EXCHANGES** for **ANY REASON**.

By placing an online order with 80P Builder, the customer agrees to pay all restocking and shipping fees associated with any order that is cancelled via debit or credit card chargeback following shipment.

**CUSTOMER FURTHER AUTHORIZES AND CONSENTS TO 80P Builder CHARGING THE AFOREMENTIONED FEES TO THE DEBIT OR CREDIT CARD USED TO PLACE THE ORIGINAL ONLINE ORDER.**

80P Builder reserves the right to dispute any bank or credit card chargebacks. 80P Builder reserves the right to refuse all future orders placed by any customer that cancels an order via debit or credit card chargeback following shipment.

All payments are processed immediately upon placement of order. It is the responsibility of the customer to know and be in compliance with all applicable federal, state, and local laws related to selling, transferring, possessing, transporting, or using a firearm, magazine, and ammunition in the locality in which the customer resides.

You should expect to receive your refund within four weeks of giving your package to the return shipper, however, in many cases you will receive a refund more quickly. This time period includes the transit time for us to receive your return from the shipper (5 to 10 business days), the time it takes us to process your return once we receive it (3 to 5 business days), and the time it takes your bank to process our refund request (7 to 10 business days).

If you need to return an item, please Contact Us with your order number and details about the product you would like to return. We will respond with instructions for returning the items.

## Shipping

We ship within the United States and Puerto Rico.

Orders ship within **14** business days of order placement.





**SHALL NOT BE  
INFRINGED**



If Shipping insurance was purchased, the claim must be filed directly with the courier.

By opting out of additional insurance 80PBUILDER is completely absolved of any and all liability related to this shipment and its contents.

80P Builder provides a tracking number upon order processing. If you do not receive a tracking number by email, please email us as soon as possible.

## Product Price and Specifications

All product prices and specifications listed for sale on this website are subject to change at any time. 80P Builder will honor price change requests for online orders placed within 24 hours of the price change. 80P Builder does not honor price change requests for orders placed more than 24 hours prior to the change in price.

### **Disclaimer:**

**It is the sole responsibility of the buyer to ascertain and obey all applicable local, state, federal, and international laws, regarding the possession and use of any unfinished 80% frames. Items purchased from 80P Builder are for adult use only. Absolutely no sales to minors!**

**By placing an order, the buyer represents that the products ordered will be used only in a lawful manner and that he/she is of legal age. 80P Builder will not be held liable for the misuse of any products purchased from us or any of our direct distributors or dealers. 80P Builder assumes no responsibility or liability for bodily injury or death caused by the use of our products.**

**We are by no means providing this content to serve as legal advice or legal counsel. We encourage each and every builder to perform their own research around their respective state laws, as well as educating themselves on the federal laws.**





**SHALL NOT BE  
INFRINGED**



*Don't miss out on important product news, sales, discounts and more.*

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[MEDIA CENTER](#)

[SLIDES](#)

[ABOUT US](#)

[KITS](#)

[TERMS & CONDITIONS](#)

[MAGS](#)

[CONTACT US](#)

[PARTS](#)



**MADE IN THE USA**

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# **EXHIBIT**

**V**

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## Terms of Use

### 80PBUILDER.COM TERMS OF SALES

#### OVERVIEW

THIS "TERMS OF SALES" AGREEMENT GOVERNS ALL FIREARMS AND AMMUNITION SALES TRANSACTED ON THE 80PBUILDER.COM WEBSITE. PLEASE READ THESE "TERMS OF SALES" ("SALE AGREEMENT") VERY CAREFULLY. YOU, THE BUYER ("CUSTOMER") AGREES TO BE BOUND BY THIS SALES AGREEMENT AND ACCEPTS ITS TERMS AND CONDITIONS.

#### SECTION 1 - SALES AGREEMENT

THIS SALE AGREEMENT IS A LEGAL CONTRACT BETWEEN THE CUSTOMER AND 80P BUILDER. THE CUSTOMER ACCEPTS THIS SALE AGREEMENT BY MAKING A PURCHASE, PLACING AN ORDER, OR OTHERWISE SHOPPING ON THE 80PBUILDER.COM WEBSITE. REFERENCES TO "YOU" OR "YOUR" SHALL RELATE TO THE CUSTOMER; REFERENCES TO "80P BUILDER" "80PB" SHALL RELATE TO 80P BUILDER, LLC AND ITS AFFILIATES. THE TERMS AND CONDITIONS OF THIS SALE AGREEMENT ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE, EXCEPT THAT THE TERMS AND CONDITIONS POSTED ON THE 80PBUILDER.COM WEBSITE AT THE TIME THE CUSTOMER INITIALLY PLACES OR MODIFIES AN ORDER WILL GOVERN THE ORDER IN QUESTION.

THIS SALE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE CUSTOMER AND 80P BUILDER RELATING TO THE PURCHASE OR SALE OF GOODS OR SERVICES ON THE 80PBUILDER.COM WEBSITE. THIS SALE AGREEMENT MAY ONLY BE MODIFIED OR TERMINATED WITH REGARD TO GOODS OR SERVICES THAT HAVE BEEN PURCHASED OR SOLD ON THE 80PBUILDER.COM WEBSITE IN A WRITING SIGNED BY 80P BUILDER. ELECTRONIC RECORDS (INCLUDING SIGNATURES), THAT ARE OTHERWISE VALID, SHALL BE ACCEPTED UNDER THE SALE AGREEMENT. THE CUSTOMER CONSENTS TO RECEIVING ELECTRONIC RECORDS, WHICH MAY BE PROVIDED VIA A WEB BROWSER OR E-MAIL APPLICATION CONNECTED TO THE INTERNET; CONSUMERS MAY WITHDRAW CONSENT TO RECEIVING ELECTRONIC

RECORDS OR HAVE THE RECORD PROVIDED IN NON-ELECTRONIC FORM BY CONTACTING 80P BUILDER AT THE ADDRESS PROVIDED BELOW.

IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS STATED ON YOUR PURCHASE ORDER AND THIS SALE AGREEMENT, OR ANY TERMS AND CONDITIONS ON OUR INVOICE OR WEBSITE, YOU AGREE THAT THE PROVISIONS OF THIS SALE AGREEMENT SHALL GOVERN.

SECTION 2 - GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS RULES. EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN PINELLAS COUNTY, FLORIDA FOR PURPOSES OF ANY SUIT, LEGAL ACTION OR PROCEEDINGS ARISING OUT OF THIS TERMS OF SALES AGREEMENT.

SECTION 3 - RISK OF LOSS

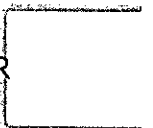
TITLE TO GOODS HEREIN BEING PURCHASED, PASSES TO THE PURCHASER UPON ACCEPTANCE OF THE SHIPMENT BY THE CARRIER (ONCE SAID GOODS ARE NO LONGER UNDER 80P BUILDER'S CONTROL) IN THE SHIPMENT OF GOODS TO THE PURCHASER (UNLESS OTHERWISE SPECIFIED PRIOR TO SHIPMENT). LOSS OR DAMAGE THAT OCCURS DURING SHIPPING BY A CARRIER IS THE PURCHASER'S RESPONSIBILITY. SUBSEQUENTLY, IT IS THE RESPONSIBILITY OF THE PURCHASER TO INSPECT THE CONTENTS OF THE SHIPMENT IMMEDIATELY UPON RECEIPT OF THE PACKAGE(S) AND REPORT ANY DAMAGE IMMEDIATELY TO THE CARRIER. IF A CLAIM IS TO BE FILED WITH THE CARRIER FOR SHIPMENT DAMAGE, IT IS THE PURCHASER'S RESPONSIBILITY TO DO SO.

SECTION 4 - GENERAL LEGAL DISCLAIMER

80P BUILDER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY 80P BUILDER IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

SECTION 5 - PRICING AND INFORMATION DISCLAIMER

ALL PRICING SUBJECT TO CHANGE WITHOUT NOTICE. FOR ALL PRICES, PRODUCTS AND OFFERS, 80P BUILDER RESERVES THE RIGHT TO MAKE ADJUSTMENTS DUE TO CHANGING MARKET CONDITIONS, PRODUCT DISCONTINUATION, MANUFACTURER PRICE CHANGES, ERRORS IN ADVERTISEMENTS AND OTHER EXTENUATING



CIRCUMSTANCES. WHILE 80P BUILDER USES REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THE 80PBUILDER.COM WEBSITE, 80P BUILDER MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE 80PBUILDER.COM WEBSITE'S ACCURACY. 80P BUILDER, LLC ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT ON THE 80PBUILDER.COM WEBSITE.

#### SECTION 6 - LIMITATION OF LIABILITY

80P BUILDER WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. 80P BUILDER WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, 80P BUILDER IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS SALE AGREEMENT.

IT IS THE RESPONSIBILITY OF THE BUYER, NOT 80P BUILDER TO ASCERTAIN AND OBEY ALL APPLICABLE LOCAL, STATE AND FEDERAL LAWS IN REGARD TO THE POSSESSION AND USE OF ANY FIREARM, AMMUNITION, FIREARM ACCESSORIES, ET AL (MERCHANDISE) PURCHASED FROM 80PBUILDER.COM WEBSITE. ALL MERCHANDISE IS SOLD UPON THE CONDITION THAT WE, THE SELLER, SHALL NOT BE LIABLE IN ANY ACTION FOR THE ARREST, ACCIDENT, OR INJURY OCCASIONED DURING THE TRANSPORTATION, HANDLING, STORAGE, SALE, OR USE OF THE MERCHANDISE. CONSULT YOUR LOCAL AND STATE LAWS BEFORE ORDERING IF YOU ARE IN DOUBT. BY PLACING AN ORDER, THE BUYER REPRESENTS THAT THE PRODUCTS ORDERED WILL BE USED IN A LAWFUL MANNER AND THAT HE/SHE IS OF LEGAL AGE (21 YEARS OLD FOR HANDGUNS & AMMUNITION, 18 YEARS OLD FOR LONG-GUNS & AMMUNITION (I.E. RIFLES, SHOTGUNS, ETCETERA)). ABSOLUTELY NO SALES TO ANYONE NOT OF LEGAL AGE TO PURCHASE SAID FIREARMS OR AMMUNITION. 80P BUILDER OR ANY OF ITS EMPLOYEES WILL NOT BE HELD LIABLE FOR THE MISUSE OF ANY MERCHANDISE PURCHASED FROM US. WHEN YOU PURCHASE AN ITEM FROM 80P BUILDER, YOU RELEASE 80P BUILDER AND ANY OR ALL OF THEIR EMPLOYEES OF ANY LIABILITY REGARDING YOUR ACTIONS CONCERNING THE SALE, USE, OWNERSHIP AND SHIPPING OF ANY MERCHANDISE ORDERED.





## SECTION 7 – ORDERS AND TAXES

ORDERS ARE NOT BINDING UPON 80P BUILDER UNTIL ACCEPTED BY 80P BUILDER. TERMS OF PAYMENT ARE WITHIN 80P BUILDER'S SOLE DISCRETION. INVOICES ARE DUE AND PAYABLE IN FULL AT TIME OF PURCHASE ON THE 80PBUILDER.COM WEBSITE. THE CUSTOMER IS RESPONSIBLE FOR SALES AND ALL OTHER TAXES ASSOCIATED WITH THE ORDER. 80P BUILDER COLLECTS FLORIDA SALES TAX ON ALL ORDERS DELIVERED TO FLORIDA ADDRESSES.

## SECTION 8 – SHIPMENT INSURANCE COVERAGE

FOR ORDERS UNDER \$400, THE SHIPMENT CARRIER INSURANCE IS INCLUDED IN THE PURCHASE PRICE. FOR ORDERS OVER \$400, ADDITIONAL INSURANCE WILL BE NEEDED TO COVER ANY LOSSES ABOVE \$400. IT IS HIGHLY RECOMMENDED THAT THE PURCHASER SELECTS THE ADDITIONAL COVERAGE OPTION DURING THE CHECKOUT PROCESS. ANY LOSSES INCURRED FOR A SHIPMENT BEING "UNDER-INSURED" AS A RESULT OF THE PURCHASER OPTING NOT TO ACCEPT ADDITIONAL COVERAGE, ARE NOT THE RESPONSIBILITY OF 80P BUILDER.

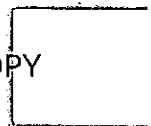
## SECTION 9 – SHIPPING POLICY

WHEN YOU HAVE COMPLETED A PURCHASE ON THE 80PBUILDER.COM WEBSITE, BY LAW WE CANNOT SHIP THE FIREARM(S) DIRECTLY TO YOU, UNLESS YOU HAVE A FEDERAL FIREARMS LICENSE (FFL). WE WILL SHIP THE FIREARM(S) ONLY TO INDIVIDUALS OR AGENCIES (I.E. GUN DEALERS) IN POSSESSION OF A VALID FFL.

**\*\*IMPORTANT – FEDERAL AND STATE FIREARMS REGULATIONS REQUIRE THAT THE PERSON MAKING THE PURCHASE MUST BE THE SAME PERSON TAKING DELIVERY OF THE FIREARM (INCLUDING THE PAYMENT METHOD BEING USED, MATCHING THE SAME PERSON). ADDITIONAL INFORMATION CAN BE VIEWED AT "DON'T LIE FOR THE OTHER GUY"\*\*\***

CONTACT THE FFL DEALER TO SEE IF THEY WOULD BE WILLING TO PROCESS THE TRANSFER AND LEGAL PAPERWORK FOR YOU, AND WHAT THEIR FEE TO DO SO WOULD BE. (BE AWARE THAT IT IS CUSTOMARY FOR YOUR LOCAL FFL DEALER TO CHARGE A NOMINAL TRANSFER/PROCESSING FEE AT THE TIME YOU TAKE DELIVERY OF YOUR PURCHASE. THIS TRANSFER FEE IS STRICTLY BETWEEN YOU AND YOUR LOCAL FFL DEALER. IT IS YOUR RESPONSIBILITY TO CHECK WITH YOUR LOCAL FFL DEALER CONCERNING THEIR POLICY FOR THIS SERVICE AND YOUR OBLIGATIONS.)

IF YOU AGREE TO THE FFL DEALER'S PROCESSING FEE AND TERMS, FORWARD A COPY (BY FAX OR E-MAIL) OF THEIR VALID FFL (ALONG WITH ALL THEIR PERTINENT



CONTACT AND SHIPPING ADDRESS INFORMATION) TO 80P BUILDER (SEE CONTACT INFO BELOW).

AT YOUR REQUEST, 80P BUILDER WILL SHIP YOUR PURCHASED FIREARM(S) TO THE LICENSED FFL DEALER, IN YOUR STATE, THAT YOU HAVE SELECTED. MAKE SURE YOUR FFL DEALER AWARE OF THE TRANSACTION AND OF THE PENDING SHIPMENT.

**\*\*IMPORTANT - 80P BUILDER WILL NOT SHIP THE PURCHASED FIREARM(S) UNTIL WE HAVE RECEIVED A COPY OF THE VALID FFL OF THE DEALER YOU HAVE REQUESTED US TO SHIP TO.\*\***

IT IS YOUR RESPONSIBILITY TO READ AND BE FAMILIAR WITH THE 80PBUILDER.COM "TERMS OF SALES".

IT IS YOUR RESPONSIBILITY TO ENSURE THAT YOU ARE ALLOWED TO PURCHASE A FIREARM IN YOUR STATE AND LOCAL COMMUNITY. VIEW YOUR STATE'S REGULATIONS AS TO "WHO MAY NOT OWN GUNS."

IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE FIREARM(S) YOU PURCHASE IS/ARE LEGAL TO OWN IN YOUR STATE AND LOCAL COMMUNITY. VIEW YOUR STATE'S REGULATIONS AS TO "TYPES OF ILLEGAL FIREARMS."

IT IS YOUR RESPONSIBILITY TO INSPECT THE CONTENTS OF THE SHIPMENT IMMEDIATELY UPON RECEIPT OF THE PACKAGE(S), PRIOR TO STARTING THE LEGAL TRANSFER PAPERWORK, FOR ANY MANUFACTURER'S DEFECTS (WE INSPECT ALL FIREARMS FOR MANUFACTURER'S DEFECTS PRIOR TO SHIPMENT, SO CHANCES ARE LOW OF THIS OCCURRING) OR DAMAGE CAUSED BY THE SHIPMENT CARRIER. SHOULD THERE BE DAMAGE DURING SHIPMENT, REPORT DAMAGE IMMEDIATELY TO THE CARRIER. IT IS YOUR RESPONSIBILITY FILE ANY AND ALL DAMAGE CLAIMS WITH THE SHIPMENT CARRIER.

IT IS YOUR RESPONSIBILITY TO MAKE SURE YOUR LOCAL FFL DEALER COMPLETES ALL THE LEGALLY REQUIRED TRANSFER PAPERWORK WHEN YOU TAKE DELIVERY OF THE PURCHASED FIREARM(S).

YOU THE BUYER ARE RESPONSIBLE FOR FORWARDING A COPY OF YOUR LOCAL GUN DEALER'S FFL, AND ALL PERTINENT CONTACT AND SHIPPING ADDRESS INFORMATION, TO 80PBUILDER.COM. OUR CONTACT INFORMATION IS AS FOLLOWS:



80P BUILDER  
ATTN: ORDER#  
10700 75th STREET  
LARGO, FL 33777

EMAIL TO: INFO@80PBUILDER.COM

SECTION 10 - RETURN POLICY

ALL FIREARMS SALES ARE FINAL AND RETURNS ARE NOT ACCEPTED.  
RETURNS ARE ONLY ACCEPTED FOR MERCHANDISE FOUND DEFECTIVE IMMEDIATELY UPON RECEIPT. 80PBUILDER.COM WILL PROVIDE YOUR CHOICE OF A REPLACEMENT ITEM (PENDING AVAILABILITY) OR FULL REFUND AND PAY THE RETURN SHIPPING COST ON ALL FIREARMS AND ACCESSORIES FOUND DEFECTIVE UPON RECEIPT. FOR YOUR ADDED CONVENIENCE, 80PBUILDER.COM WILL ALSO ARRANGE FOR THE DEFECTIVE ITEMS TO BE PICKED UP AND RETURNED TO US BY THE ORIGINAL SHIPPER. ALL RETURNS MUST BE SHIPPED TO:

80P BUILDER  
ATTN: ORDER#  
10700 75th STREET  
LARGO, FL 33777

INFO@80PBUILDER.COM

**\*\*VERY IMPORTANT\*\*** - FOR ALL FIREARM PURCHASES AND/OR TRANSFERS PLEASE TAKE YOUR TIME TO INSPECT YOUR FIREARM(S) THOROUGHLY BEFORE PROCEEDING WITH THE TRANSFER PAPERWORK. ONCE A NEW FIREARM IS TRANSFERRED TO YOU, IT IS CONSIDERED USED, EVEN IF UNFIRED. CONSEQUENTLY, WE CANNOT PROVIDE A FULL REFUND FOR FIREARMS ONCE THEY HAVE BEEN TRANSFERRED INTO YOUR POSSESSION THEY ARE YOURS, NO RETURNS.

WE DO UNDERSTAND THAT SOME MANUFACTURER DEFECTS MAY NOT BE IDENTIFIABLE UPON INITIAL INSPECTION. HOWEVER, UPON DISCOVERING A DEFECT AFTER THE TRANSFER, THE FIREARM MUST BE RETURNED DIRECTLY TO THE MANUFACTURER FOR REPLACEMENT OR REPAIR (IN ACCORDANCE WITH MANUFACTURER'S WARRANTY POLICY). BY SENDING A DEFECTIVE FIREARM DIRECTLY TO THE MANUFACTURER, YOU CAN AVOID THE UNNECESSARY TRANSFER FEES OF RETURNING THE FIREARM TO US THROUGH YOUR LOCAL FFL DEALER. IF WE DO RECEIVE A DEFECTIVE FIREARM THAT HAS ALREADY BEEN TRANSFERRED, WE WILL

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SIMPLY FORWARD THE FIREARM TO THE MANUFACTURER ON YOUR BEHALF. MANUFACTURER REPAIRED FIREARMS CAN BE RETURNED DIRECTLY TO THE CUSTOMER WITHOUT ADDITIONAL FFL TRANSFER OR ASSOCIATED FEES. HOWEVER, IF THE MANUFACTURER CHOOSES TO REPLACE THE FIREARM, THE REPLACEMENT FIREARM MUST TRANSFER THROUGH YOUR LOCAL FFL DEALER TO DOCUMENT THE REPLACEMENT FIREARM SERIAL NUMBER.

PICKING UP ITEMS FROM OUR LOCATION:

IF YOU ARE NOT A LEGAL RESIDENT OF FLORIDA YOU CANNOT PICK UP A HANDGUN FROM OUR STORE; YOU MUST HAVE THE GUN TRANSFERRED TO AN FFL DEALER IN YOUR STATE. YOU MAY PICK UP A RIFLE OR SHOTGUN FROM OUR STORE IF IT IS LEGAL TO OWN IN YOUR STATE OF RESIDENCE.

IF YOU INTEND TO PICK UP AN ITEM FROM OUR RETAIL STORE THAT YOU HAVE ORDERED FROM THE 80PBUILDER.COM WEBSITE, PLEASE CALL IN ADVANCE TO SEE IF YOUR ORDER IS READY.

SECTION 11 - PAYMENT METHODS

WE ACCEPT ALL MAJOR CREDIT CARDS PROCESSED THROUGH OUR E-COMMERCE SYSTEM, WHICH IS PCI COMPLIANT AND OUR SSL CERTIFICATE IS PROVIDED BY GLOBALSIGN, WHICH PROVIDES THE HIGHEST LEVEL OF CONSUMER DATA PROTECTION AND EXCEPTIONAL BUYER AND SELLER FRAUD PROTECTION. (WE RECOMMEND THIS METHOD OF PAYMENT.)

NOTE: THE PAYPAL PAYMENT METHOD IS NOT ACCEPTED DUE TO PAYPAL'S ACCEPTABLE USE POLICY - PROHIBITED ACTIVITIES, PROHIBITING THE PROCESSING OF TRANSACTIONS RELATED TO "... (J) AMMUNITION, FIREARMS, OR CERTAIN FIREARM PARTS OR ACCESSORIES, OR (K) CERTAIN WEAPONS OR KNIVES REGULATED UNDER APPLICABLE LAW."

SECTION 12 - CUSTOMER CERTIFICATION

THE CUSTOMER CERTIFIES THAT CUSTOMER NOT RESTRICTED OR FORBIDDEN BY LAW TO OWN A FIREARM AND HEREBY UNEQUIVOCALLY STATES THAT CUSTOMER:

IS OF LEGAL AGE TO OWN THE FIREARM(S), OR AMMUNITION, WHICH CUSTOMER IS PURCHASING;

HAS NEVER BEEN CONVICTED IN ANY COURT OF A CRIME PUNISHABLE BY IMPRISONMENT FOR A TERM EXCEEDING ONE YEAR;

IS NOT A PERSON WHO IS UNDER INDICTMENT FOR A CRIME PUNISHABLE BY



IMPRISONMENT FOR A TERM EXCEEDING ONE YEAR;  
IS NOT A FUGITIVE FROM JUSTICE;  
IS NOT AN UNLAWFUL USER OF OR ADDICTED TO ANY CONTROLLED SUBSTANCE;  
HAS NEVER BEEN ADJUDICATED AS A MENTAL DEFECTIVE OR HAS BEEN COMMITTED TO A MENTAL INSTITUTION;  
IS NOT AN ALIEN ILLEGALLY OR UNLAWFULLY IN THE UNITED STATES, OR AN ALIEN ADMITTED TO THE UNITED STATES UNDER A NON-IMMIGRANT VISA;  
HAS NOT BEEN DISCHARGED FROM THE ARMED FORCES UNDER DISHONORABLE CONDITIONS;  
HAVING BEEN A CITIZEN OF THE UNITED STATES, HAS NEVER RENOUNCED CUSTOMER'S CITIZENSHIP;  
IS NOT SUBJECT TO A COURT ORDER THAT RESTRAINS THEM FROM HARASSING, STALKING, OR THREATENING AN INTIMATE PARTNER OR CHILD OF SAID INTIMATE PARTNER;  
HAS NOT BEEN CONVICTED IN ANY COURT OF A MISDEMEANOR CRIME OF DOMESTIC VIOLENCE;  
CAN LAWFULLY RECEIVE, POSSESS, SHIP, OR TRANSPORT A FIREARM;  
IS PURCHASING THE FIREARM(S) FOR THEIR PERSONAL OWNERSHIP AND NOT MAKING A "STRAW PURCHASE" ON BEHALF OF SOMEONE ELSE;  
ACKNOWLEDGES THAT NO WARRANTY IS OFFERED BY THE SELLER FOR THE FIREARM(S) OR AMMUNITION, BEYOND THE MANUFACTURER'S WARRANTY; AND ACKNOWLEDGES THAT ALL AMMUNITION PURCHASES ARE FINAL AND NON-RETURNABLE.

#### SECTION 13 - FIREARM SHIPMENTS

WE ONLY SHIP TO VALID FFL.

FIREARMS CANNOT BE SHIPPED TO A P.O. BOX.

THE CUSTOMER IS RESPONSIBLE FOR KNOWING HIS/HER STATE LAWS REGARDING FIREARM TRANSFERS. CONTACT YOUR LOCAL FFL DEALER WITH ANY QUESTIONS REGARDING THE SALE OR TRANSFER OF FIREARMS. CONTACT YOUR LOCAL FFL BEFORE ORDERING A FIREARM TO VERIFY THEIR TRANSFER FEE AND TO ENSURE THEY WILL RECEIVE YOUR TRANSFER. THE CUSTOMER ASSUMES ALL RESPONSIBILITY AND COST FOR RETURNED FIREARMS DUE TO FFL REFUSAL OR FAILURE TO RECEIVE.

IF YOU ORDER A HANDGUN, STOCKLESS SHOTGUN, COMPLETE AR OR AK RECEIVER, OR STRIPPED LOWER RECEIVER, YOU MUST BE:

- A LEGAL RESIDENT OF THE STATE IN WHICH YOU ARE ORDERING.



- 21 YEARS OF AGE OR OLDER TO COMPLETE THE TRANSFER THROUGH YOUR FFL.  
EXCEPTIONS: MILITARY PERSONNEL STATIONED IN A STATE OTHER THAN THEIR LEGAL RESIDENCE MAY PURCHASE FIREARMS ACROSS STATE LINES. CONTACT YOUR LOCAL FFL RECEIVING THE TRANSFER AS YOU MAY HAVE TO PROVIDE PROOF OF DEPLOYMENT, RESIDENCE, ETC.

PLEASE FOLLOW ALL DIRECTIONS PROMPTED TO YOU AT CHECKOUT. THIS WILL ENSURE SPEEDIER DELIVERY. PLEASE NOTE THAT THE FFL SECTION ON OUR WEBSITE IS FOR CUSTOMER CONVENIENCE ONLY AND DOES NOT NECESSARILY MEAN THAT 80P BUILDER HAS THE FFL SELECTED ON FILE. THE CUSTOMER MAY BE ASKED TO PROVIDE THE FFL INFORMATION THAT THEY WISH TO USE. IF A CUSTOMER WISHES TO CHANGE THE FFL THEY WANT TO USE AFTER THE ORDER HAS SHIPPED, THEY WILL BE ADDITIONALLY CHARGED FOR THE COST OF SHIPPING. IF A FFL IS NOT AVAILABLE AT THE TIME OF DELIVERY, THE PACKAGE WILL NOT BE HELD AT THE CARRIER HUB AND WILL BE RETURNED TO 80P BUILDER. ADDITIONAL SHIPPING CHARGES WILL APPLY TO ORDERS THAT NEED TO BE RESHIPED.

#### SHIPPING RESTRICTIONS:

- 80PB will not ship ANY items to the District of Columbia (Washington D.C.).
- 80PB will not ship ANY items to the state of Massachusetts.
- 80PB will not ship ANY AR or AK Parts or Firearms (Including Receivers) to residents of Connecticut, Chicago, Illinois, Cook County, Illinois, or Deerfield, Illinois.
- 80PB will not ship ANY AR or AK Firearms (Including Receivers) to residents of Aurora, Highland Park, Deerfield, or Cook County, Illinois.
- 80PB will not ship any handguns to CA that are not on the DOJ roster. This includes Single Shot Exemption conversions.
- No AR parts will be shipped to Connecticut. All such orders will be cancelled and the customer will be charged a 5% fee.
- All firearms sales to Puerto Rico residents are subject to review. Please send in a copy of your Puerto Rico-Issued weapons license after placing your order to SALES@80PBUILDER.COM. Allow up to 3-5 business days for additional processing.
- Stripped lower receivers will NOT be shipped to the following states:
  - Colorado (Boulder, Denver, Vail)

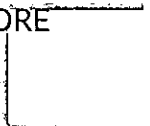


- Connecticut
- Massachusetts
- Complete AR and AK receivers will NOT be shipped to the following states:
  - California
  - Colorado (Boulder, Denver, Vail)
  - Connecticut
  - Maryland
  - New Jersey
  - New York
- Non-Compliant AR & AK models will NOT be shipped to the following states:
  - California (No "assault weapons" can be shipped.)
  - Colorado (Boulder, Denver, Vail)
  - Connecticut
  - Maryland
  - New Jersey
  - New York

PLEASE NOTE THAT 80P BUILDER DOES NOT SHIP HIGH-COMPLICITY MAGAZINES WITH FIREARMS TO STATES LISTED ABOVE. WE WILL NOT REPLACE HIGH-CAPACITY MAGAZINES WITH STATE COMPLIANT MAGAZINES. WE DO NOT OFFER REFUNDS IN PLACE OF THE MAGAZINES.

#### SHIPPING RESTRICTIONS

- Law enforcement officers must provide both their credentials and a letterhead signed by their department's superior officer stating that the firearm will be used in the execution of the L.E.O.'s duties. PSA only recognizes City Police Officers, County Sheriff Deputies, and State Police (including Highway Patrol) as L.E.O.'s.
- Some of the states listed above may not have L.E.O. exemptions. Please contact us BEFORE placing your order.



- 80P Builder does NOT ship directly to L.E.O.'s; the order must go to an FFL. NO exceptions for this policy.

#### P.O. BOX SHIPMENTS/RESTRICTIONS

80PB abides by all Federal Regulations regarding hazardous material shipped through United States Postal Service. A hazardous material is any article or substance designated by the U.S. Department of Transportation as being capable of posing an unreasonable risk to health, safety, or property during transportation. This includes, but is not limited to:

- Minor Blast/Minor Projection Hazard – Ammunition
- Oxidizing Substances – Batteries
- Flammable Solids – Black Powder
- Flammable and combustible liquid – Cleaners, oil, and aerosol cans

If you wish to order any hazardous material, you must provide a physical address for shipment through UPS.

#### MAGAZINE ORDERING RESTRICTIONS

80P BUILDER abides by all state regulations regarding the sale of high capacity magazines. We DO NOT ship high-capacity magazines with firearms to the states listed below. We WILL NOT replace high capacity magazines with state compliant magazines. We DO NOT offer refunds in place of the magazines.

It is the customer's responsibility for understanding state laws regarding magazine capacities. Customers ordering magazines that are illegal to own in their state will have their orders cancelled and will be charged a 5% restocking fee.

#### STATES WITH APPLIED MAGAZINE RESTRICTIONS

- California – No magazines greater than 10 rounds
- Colorado – No magazines greater than 15 rounds, effective July 1st, 2013
  - Boulder – No magazines greater than 10 rounds
- Connecticut – 10 Rounds and less with a valid permit.
- Hawaii – No magazines greater than 10 rounds





- Illinois (North Chicago) – No rifle magazines greater than 16 rounds
  - Aurora, Skokie, Chicago, Evanston – No rifle magazines greater than 15 rounds
  - Highland Park, Cook County, Dolton, Homewood, Deerfield – No rifle magazines greater than 10 rounds
  - Deerfield – No shotgun magazines over 5 rounds
- Indiana (South Bend) – No magazines greater than 15 rounds
- Maryland – No magazines greater than 10 rounds October 1st, 2013
- Massachusetts – No sales. 80PB will not ship ANY items to the state of Massachusetts.
- New York – No magazines greater than 10 rounds
- New Jersey – No magazines greater than 15 rounds
- Vermont – No rifle magazines over 10 rounds will be shipped as of April 13, 2018. No pistol magazines over 15 rounds effective immediately.
- Washington D.C. – No Sales. 80PB will not ship ANY items to the District of Columbia.

80PB will not ship high capacity magazines for CA customers to a High Capacity Magazine Dealer. High Capacity Magazine Dealers in CA may place orders with 80PB directly.

#### MAGAZINE RESTRICTION EXCEPTIONS

- Law enforcement officers must provide both their credentials and a letterhead signed by their department's superior officer stating that the magazine will either be used in the execution of the L.E.O.'s duties, or off duty. 80PB only recognizes City Police Officers, County Sheriff Deputies, and State Police (including Highway Patrol) as L.E.O.'s.
- Some of the states listed above may not have L.E.O. exemptions. Please contact us BEFORE placing your order.

#### SECTION 14 - DISCLAIMER

80P BUILDER RESERVES THE RIGHT TO CANCEL ANY TRANSACTION, FOR ANY REASON, IF IT IS DEEMED BY 80P BUILDER THAT ANY PORTION OF THE TRANSACTION, OR PERSON MAKING THE PURCHASE, SEEMS QUESTIONABLE.

DISCLAIMER: "GLOCK" is a federally registered trademark of GLOCK, Inc. and is one of many trademarks registered by GLOCK, Inc. and GLOCK Ges.m.b.H. Neither 80P Builder, LLC, nor this site are affiliated in any manner with, or otherwise endorsed by, GLOCK, Inc. or GLOCK

Ges.m.b.H. The use of "GLOCK" on this page is merely to advertise the sale of GLOCK pistols, parts, or components. For additional genuine GLOCK, Inc. and GLOCK Ges.m.b.H products and parts visit [www.glock.com](http://www.glock.com).

## CONTACTING US

IF THERE ARE ANY QUESTIONS REGARDING THIS "TERMS OF SALES" AGREEMENT CONTACT US AT:

[INFO@80PBUILDER.COM](mailto:INFO@80PBUILDER.COM)

THIS "TERMS OF SALES" LAST UPDATED ON: JANUARY 1, 2019

## SOCIALS + CONTACT



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AMERICAN EXPRESS

DISCOVER

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# **EXHIBIT**

**W**



# **EXHIBIT**

## **X**

**APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

REGISTRATION# G21000027081

Fictitious Name to be Registered: 80P BUILDER

Mailing Address of Business: 10781 75TH ST  
LARGO, FL 33777

Florida County of Principal Place of Business: PINELLAS

FEI Number: 47-2529404

**FILED**  
**Feb 25, 2021**  
**Secretary of State**

Owner(s) of Fictitious Name:

SALVO TECHNOLOGIES  
10781 75TH ST  
LARGO, FL 33777  
Florida Document Number: P15000007499  
FEI Number: 47-2529404

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

GORDON MCPHEE

02/25/2021

Electronic Signature(s)

Date

Certificate of Status Requested (X)

Certified Copy Requested ( )

# **EXHIBIT**

**Y**



State of North Carolina  
Department of the Secretary of State

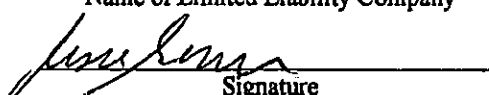
SOSID: 1503290  
Date Filed: 12/21/2022 8:57:00 AM  
Effective: 6/13/2020  
Elaine F. Marshall  
North Carolina Secretary of State  
C2022 354 01311

ARTICLES OF DISSOLUTION OF  
LIMITED LIABILITY COMPANY

Pursuant to §57D-6-09 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Dissolution for the purpose of dissolving the limited liability company.

1. The name of the limited liability company is: BUL USA LLC
2. \*The North Carolina Secretary of State Id Number (SOSID#): 1503290
3. The effective date (which shall be date certain) of the dissolution is: 6/13/2020  
(See instructions)
4. Attach any other information determined by the Company Officials filing these articles.

This the 16th day of December, 2022.

BUL USA LLC  
Name of Limited Liability Company  
  
Signature  
JESSE SHIE SAWANA CHIEF EXECUTIVE OFFICER  
Type or Print Name and Title

Notes:  
1. Filing fee is \$30. This document must be filed with the Secretary of State.  
2. \*The SOSID# is not a mandatory field, but aids in identifying the correct entity for filing.

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

JOSHUA EVERETT BUSHMAN, ADMINISTRATOR FOR  
THE ESTATE OF CALVIN VAN PELT,

Plaintiff,

and

JOSHUA EVERETT BUSHMAN, ADMINISTRATOR FOR  
THE ESTATE OF ERSHEEN ELAIAISER,

Plaintiff,

CASE NO: 2023-06260

v.

**JURY TRIAL DEMANDED**

Salvo Technologies, Inc. d/b/a 80P Builder

Serve:

Clerk of the State Corporation Commission  
1300 East Main Street  
Tyler Building, 1st Floor  
Richmond, VA 23219

and

BUL USA, LLC d/b/a 80P Builder

Serve:

Clerk of the State Corporation Commission  
1300 East Main Street  
Tyler Building, 1st Floor  
Richmond, VA 23219

and

Okori, LLC d/b/a 80P Builder

Serve:

Clerk of the State Corporation Commission  
1300 East Main Street  
Tyler Building, 1st Floor  
Richmond, VA 23219

and

Polymer80, Inc.

Serve:

Clerk of the State Corporation Commission  
1300 East Main Street  
Tyler Building, 1st Floor  
Richmond, VA 23219

and

Zackary Burkard

Serve:

Zackary Thomas Burkard  
ID Number 2108907  
Pocahontas State Correctional Center  
317 Old Mountain Road  
Pocahontas, VA 24635-0518

Defendants

## **COMPLAINT**

1. This case is about a high school social media dispute made lethal by irresponsible businesses that sell firearm-building kits to anyone with a credit card regardless of their criminal history, mental-health history,

or age. Because of these reckless business practices, a high school student brought a gun to a fistfight, and two teenagers were shot and killed.

2. On April 25, 2021, a group of four teenagers arrived at the Fairfax County, Virginia home of one of their South County High School classmates to settle a preexisting social media squabble. The arriving teens and those waiting at the home had previously exchanged fighting words online.

3. The group of arriving teenagers included decedents Calvin Van Pelt, 17 years old, and Ersheen Elaiaiser, 17 years old—on behalf of whose families the administrator of their estates files this action.

4. One of the teens waiting at the house was then-18-year-old Defendant Zackary Burkard. In anticipation of the fight, Burkard retrieved a Polymer80 PF940C Glock-style handgun that he had purchased online as a gun-building kit sold by 80P Builder, a webstore operated by Defendants Salvo Technologies, Inc., BUL USA, LLC, and/or Okori, LLC (collectively, Salvo Technologies, BUL USA, and Okori are referred to hereafter as “the 80P Builder Defendants”).

5. Federal law prohibits licensed dealers from selling firearms without background checks and also prohibits licensed dealers from selling handguns to persons it knows or has reasonable cause to believe are

younger than 21 years old. Contrary to law, the then-18-year-old Defendant Burkard had no problems purchasing a complete handgun kit from the 80P Builder Defendants online without any background check or verification of his age.

6. The kit that the 80P Builder Defendants sold Defendant Burkard contained all the parts necessary to build a firearm, and only minimal work was required for Defendant Burkard to complete and assemble it into a fully functioning firearm. The 80P Builder Defendants had sold Defendant Burkard a no-background-check, no-serial-number “ghost gun.”

7. The proliferation of ghost guns—untraceable firearms assembled from kits and sold without background checks—is a growing national crisis.

8. The problem posed by ghost guns is twofold: First, because sellers do not perform background checks, ghost guns are readily purchased by individuals who are legally prohibited from possessing firearms—including teenagers whom federal law prohibits from purchasing because of their age. Second, because ghost guns lack serial numbers, they can almost never be traced by law enforcement.

9. In recent years, tens of thousands of ghost guns have been recovered from crime scenes, including the scenes of 692 homicides or attempted homicides.<sup>1</sup>

10. The online sale of ghost-gun kits is particularly pernicious. Without a face-to-face interaction, or any attempt to verify the customer's age, ghost guns can be easily obtained by individuals who are too young or otherwise forbidden by law to purchase firearms legally.

11. That is precisely what occurred. In or about February 2021, the 80P Builder Defendants sold Defendant Burkard a firearm-building kit online—including a Polymer80 PF940C pistol frame kit, a slide, and all the other parts he needed to quickly assemble a handgun—and shipped the kit directly to Defendant Burkard at his home. The 80P Builder Defendants made no effort to perform a background check nor did they attempt to verify whether Defendant Burkard was old enough or otherwise legally eligible to purchase a handgun.

12. The lethal consequences of Defendants' reckless business practices were tragic and entirely foreseeable.

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<sup>1</sup> Definition of "Frame or Receiver" and Identification of Firearms, 87 Fed. Reg. 24652, 24656 (Apr. 26, 2022).

13. On April 25, 2021, Ersheen Elaiaiser and Nicholas Guidinetti met and engaged in a consensual fistfight in the garage of Nicholas Guidinetti's home. Neither Guidinetti nor Elaiaiser were armed. None of the teenagers in the garage were armed. But as they fought, Defendant Burkard hid in the house clutching his loaded Polymer80 PF940C pistol that he had purchased from the 80P Builder Defendants.

14. Defendant Burkard burst into the garage and pointed his ghost gun at the teenagers. Defendant Burkard approached Ersheen Elaiaiser and shot him twice in the chest. As the other teenagers fled the scene, Defendant Burkard shot Calvin Van Pelt twice in the back. Both Ersheen and Calvin died from their injuries. On January 19, 2023, following a jury trial and guilty verdict, the court sentenced Defendant Burkard to two 10-year prison sentences for the voluntary manslaughter of Calvin Van Pelt and Ersheen Elaiaiser.

15. This shooting would not have occurred, and Calvin and Ersheen would still be alive today, were it not for the negligent, reckless, and unlawful business practices of the 80P Builder Defendants and Polymer80 (together hereinafter referred to as the "Firearm Defendants").

## **PARTIES AND JURISDICTION**

16. Plaintiff Joshua Everett Bushman is the administrator of the Estate of Calvin Van Pelt. At the time of his death, Calvin Van Pelt was a 17-year-old high school student, a citizen of the Commonwealth of Virginia, and a resident of Fairfax County. Calvin was the oldest of six siblings and is remembered by his family as the most loving big brother anyone could imagine. Calvin was also a talented football and basketball player with a bright future ahead in sports. At just 17 years old, he had already been recognized as a player of the year by the Northern Virginia Football Hall of Fame. He had never been in trouble with the law, and in his spare time, he helped his father provide care to the elderly and people with disabilities.





17. Plaintiff Joshua Everett Bushman is also the administrator of the Estate of Ersheen Komi Elaiaiser. At the time of his death, Ersheen Elaiaiser was a 17-year-old high school student, a citizen of the Commonwealth of Virginia, and a resident of Fairfax County. As aspiring entrepreneur, Ersheen had developed his own clothing line. He loved playing basketball and idolized Kobe Bryant. Ersheen was also an avid reader of philosophy and historical nonfiction and also had never been in

trouble with the law. When Defendant Burkard killed him, he was one month away from graduating high school.



18. Defendant Salvo Technologies, Inc., doing business both as 80P Builder and as Zaffiri Precision, is a Florida corporation headquartered in Largo, Florida. Defendant Salvo Technologies is primarily owned by private-equity firms DBHCAP LLC and Tides Capital LLC. Defendant Salvo Technologies transacts business in the Commonwealth of Virginia through its operation of the 80P Builder website. At all relevant times, Defendant Salvo Technologies was federally licensed as a firearm manufacturer and dealer.

19. Defendant BUL USA, LLC, formerly doing business as 80P Builder, was a North Carolina limited liability company headquartered in Charlotte, North Carolina. BUL USA was wholly owned by Jesse Sousana, who served as the company's CEO. On or around November 23, 2019, Sousana registered "80pbuilder" as an assumed business name for BUL USA with the Mecklenberg County Register of Deeds. Sousana filed articles of dissolution for BUL USA with the North Carolina Secretary of State on December 16, 2022, purportedly effective as of June 13, 2020. Defendant BUL USA transacted business in the Commonwealth of Virginia through its operation of the 80P Builder website. At all relevant times, Defendant BUL USA was federally licensed as a firearm importer and dealer with a registered trade name of "80PBUILDER."

20. Defendant Okori, LLC, is a North Carolina limited liability company headquartered in Charlotte, North Carolina. Okori is or was owned in whole or in part by Jesse Sousana, who served as the company's CEO. Defendant Okori transacted business in the Commonwealth of Virginia through its operation of the 80P Builder website.

21. From 2018 until March 1, 2021, Defendants BUL USA, LLC and Okori, LLC, together or separately, were responsible for the operation of

the 80P Builder website. Jesse Sousana owned and controlled both BUL USA and Okori.

22. Defendant Salvo Technologies, Inc. has been responsible for the operation of the 80P Builder website since March 1, 2021.

23. Defendant Polymer80, Inc. is a Nevada corporation headquartered in Dayton, Nevada. At all relevant times, Defendant Polymer80 both shipped directly to consumers in and coordinated with third-party dealers to do business in the Commonwealth of Virginia. Additionally, at all relevant times, Defendant Polymer80 was federally licensed as a firearm manufacturer and dealer.

24. Defendant Zackary Burkard is an adult citizen of the Commonwealth of Virginia and resident of Fairfax County, Virginia. He is currently incarcerated within the Virginia Department of Corrections. At all relevant times, Defendant Burkard resided in Virginia. All of the actions attributed to Defendant Burkard occurred in Virginia.

25. Jurisdiction is based upon Section 17.1-513 of the Code of Virginia, as amended.

26. Venue is pursuant to Section 8.01-262 of the Code of Virginia, as amended.

## FACTUAL BACKGROUND

### Ghost Guns

27. In order to prevent dangerous, irresponsible, or underage individuals from obtaining firearms, the federal Gun Control Act, 18 U.S.C. §922, et seq., places numerous restrictions on the sale and manufacture of firearms.

28. First, any person engaged in the business of manufacturing or selling firearms must obtain a federal firearm license to do so. § 922(a)(1).

29. Second, firearms must generally be sold in person, not online. § 922(c). A purchaser who does not appear in person must submit an affidavit as to the legality of the purchase, and the seller must transmit that affidavit to law enforcement. *Id.* Additionally, firearms may not be shipped directly to consumers through interstate commerce. § 922(a)(1)(A), (2).

30. Third, the holder of a federal firearm license must conduct a background check on any customer who wishes to purchase a firearm. § 922(t)(1). Similarly, Virginia law requires federally licensed firearm dealers to conduct background checks before selling a firearm to a resident of Virginia. Va. Code Ann. § 18.2-308.2:2(B).

31. Fourth, the manufacturer of a firearm must engrave a serial number on it so that law enforcement may trace the ownership of weapons used in crimes. See 18 U.S.C. § 923(i).

32. Finally, in recognition of the special dangers posed by those under 21 using handguns recklessly or in crime, holders of federal firearm licenses may not sell handguns to individuals they know or have reasonable cause to believe are under 21 years of age. See § 922(b)(1).

33. Additionally, federal law prohibits the sale of firearms to anyone who has been committed to a mental institution. § 922(g)(4). Virginia law similarly prohibits individuals who have been involuntarily committed to a facility or ordered to mandatory outpatient treatment at the age of 14 or older from purchasing or possessing firearms. Va. Code Ann. § 18.2-308.1:3(A).

34. Ghost-gun purveyors, including the Firearm Defendants, intentionally circumvent these restrictions. Ghost-gun manufacturers, like Defendant Polymer80, create firearm-building kits that they assert do not qualify as “firearms” (and thus are not subject to federal and state firearm laws) for the end user to assemble at home.

35. To that end, ghost-gun manufacturers, including Defendant Polymer80, do not engrave serial numbers on the nearly complete pistol frames that they manufacture.

36. The Firearm Defendants intentionally structured their businesses to circumvent firearm laws, manufacturing and selling unserialized gun-building kits that can be readily assembled into handguns and selling them without background checks.

37. These practices violate the law. The Gun Control Act provides:

The term "firearm" means (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) (emphasis added).

38. Similarly, as relevant here, Virginia law provides that "'Firearm' means any handgun, shotgun, or rifle that will or is **designed to or may readily be converted** to expel single or multiple projectiles by action of an explosion of a combustible material." Va. Code Ann. § 18.2-308.2:2(F) (emphasis added). And "'Handgun' means any pistol or revolver or other firearm originally **designed, made and intended** to fire single or multiple projectiles by means of an explosion of a combustible material from one or more barrels when held in one hand." *Id.* (emphasis added).

39. At all relevant times, the 80P Builder Defendants sold kits consisting of all component parts of a firearm, including nearly finished handgun frames, which are **designed, made, and intended to be** and **may readily be converted** into an operable weapon. At all relevant times Defendant Polymer80 also sold pistol frame kits containing “unfinished” frames along with jigs and drill bits designed to enable a customer to use the frame in the assembly of a firearm. These too are **designed, made, and intended to be** and **may readily be converted** into the finished frame of an operable weapon.

40. On information and belief, the Firearm Defendants agreed with each other to distribute and sell unserialized frame kits without taking any precautions to prevent sales to individuals who are not old enough to purchase a pistol from a licensed dealer, are otherwise unable to clear a background check, or are unwilling to own a serialized firearm. The Firearm Defendants did so despite knowing that their customers would include individuals legally prohibited from purchasing or possessing firearms.

41. The Firearm Defendants’ business practices have resulted in minors, felons, and other prohibited individuals easily obtaining firearms that are virtually untraceable by law enforcement—one of their selling



points and one of the features that make these ghost-gun kits attractive to criminals and other prohibited persons.

42. Sold without background checks, and lacking serial numbers, ghost guns are both more accessible and more appealing to minors, criminals, and other persons prohibited from legally purchasing firearms.

43. The proliferation of ghost guns has become a nationwide public health emergency. Between 2017 and 2021, the number of ghost guns recovered by law-enforcement agencies and submitted to the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) increased by over 1000%, from 1629 to 19,273.<sup>2</sup>

44. Hundreds of these ghost guns have been recovered by law enforcement agencies in Virginia.

45. Lacking serial numbers, these ghost guns are almost always untraceable. Out of approximately 45,000 ghost guns submitted to the ATF in recent years, only 445 were able to be traced to an individual purchaser.<sup>3</sup>

46. The Firearm Defendants knew or should have known of the danger posed by handguns and ghost guns in the hands of under aged teenagers well before the events giving rise to this lawsuit.

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<sup>2</sup> ATF, *National Firearms Commerce and Trafficking Assessment: Crime Guns – Volume Two, Part III*, at 5 (2023), <https://www.atf.gov/firearms/docs/report/nfcta-volume-ii-part-iii-crime-guns-recovered-and-traced-us/download>.

<sup>3</sup> Definition of “Frame or Receiver” and Identification of Firearms, 87 Fed. Reg. at 24659.

## **Polymer80**

47. At all relevant times, Defendant Polymer80 was and is the largest manufacturer of ghost-gun kits and components in the United States.

48. Between 2017 and 2021, the ATF was able to identify the manufacturer of more than 16,000 recovered ghost guns. The ATF identified Defendant Polymer80 as responsible for manufacturing over 88% of these guns.<sup>4</sup>

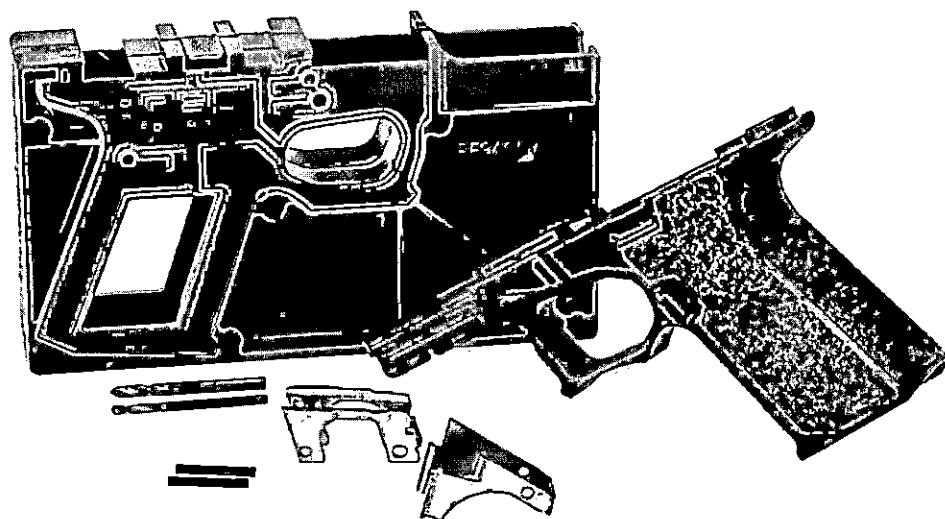
49. At all relevant times, Defendant Polymer80 sold unserialized frame kits directly to consumers in Virginia without conducting background checks or otherwise obeying the legal requirements applicable to the sale of firearms and also distributed these products to online dealers like the 80P Builder Defendants for retail sale to consumers in Virginia and most other states.

50. Defendant Polymer80's website linked would-be customers to the websites of its various dealers, including, at all relevant times, the 80P Builder website.

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<sup>4</sup> ATF, *supra* note 2, at 22.

51. Defendant Polymer80 sold and distributed its unserialized, nearly complete frames in kits that also contained jigs<sup>5</sup> and drill bits that simplify the assembly and finishing process for the end user. Below is an image of a PF940C pistol frame kit taken from Polymer80's website:



52. Defendant Polymer80's unserialized frame kits are designed to be, and are readily converted into, working frames that form the core component of a functioning firearm.

53. Additionally, until December 2020, Defendant Polymer80 also sold and distributed "Buy Build Shoot kits," which contained not only a nearly complete unserialized frame, jig, and drill bits, but also every other

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<sup>5</sup> A jig is the large rectangular device in the picture above that fits around the frame and guides the drilling and milling necessary to finish the unfinished frame so that it is ready to be assembled into a functioning firearm.

component needed to assemble a functioning, untraceable handgun. These kits are designed to be and are readily convertible to functioning firearms.

54. At all relevant times, Defendant Polymer80 substantially assisted, aided, and abetted the assembly of these firearms by offering written step-by-step kit-assembly instructions online and by providing customer service to assist end users in converting its kits into functioning firearms.

55. At all relevant times, Defendant Polymer80 held a federal firearm license and had the legal and physical capacity to engrave serial numbers on its frames and receivers.

56. In fact, on or around November 2021, Defendant Polymer80 began manufacturing and selling both serialized and unserialized versions of its frames.

57. The only difference between Defendant Polymer80's serialized and unserialized frames, aside from the serial number, is the presence of a small amount of additional polymer plastic on the unserialized frames that the end user must remove before assembling the handgun.

58. To turn a Polymer80 "unfinished" frame into a "finished" frame requires no expertise, guesswork, or creativity and can be accomplished in

less than 30 minutes. The jigs and instructions that Defendant Polymer80 included along with its frame kits show the consumer exactly what to do.

59. Defendant Polymer80 knows that its unserialized frame kits have no other function or purpose than to be completed and assembled into handguns.

60. By choosing not to place serial numbers on its “unfinished” frame kits, Defendant Polymer80 implicitly—and incorrectly—warrants to its customers, including the 80P Builder Defendants and their other dealer customers, that those unserialized frame kits are not “firearms” under federal law.

61. Moreover, through its website and otherwise, at all relevant times, Defendant Polymer80 has explicitly and implicitly represented to its customers and dealers, including, on information and belief, the 80P Builder Defendants, that its unserialized pistol frame kits and Buy Build Shoot kits are not “firearms” under federal law.

62. Defendant Polymer80 engaged in this course of conduct despite knowing that the result would be that some significant portion of its deadly products would foreseeably end up in the hands of irresponsible persons prohibited from legally purchasing firearms—such as the then-18-year-old Defendant, Zackary Burkard.

63. On June 24, 2020, the Attorney General for the District of Columbia sued Defendant Polymer80 for illegally selling unserialized frame and receiver kits into the District. That lawsuit put Defendant Polymer80 on notice that it had manufactured at least 83.2% of the ghost guns recovered in the District between 2017 and May 29, 2020, and that its handguns had been recovered in connection with nine homicides in the District.

64. On December 10, 2020, the ATF searched Defendant Polymer80's headquarters in connection with a federal criminal investigation into Polymer80's activities. The press, including the Wall Street Journal, CNN, and many gun-industry publications, widely covered the raid.

65. The affidavit attached to the search warrant put Defendant Polymer80 on notice that 18-year-olds were purchasing Polymer80's pistol frame kits. The affidavit also put Defendant Polymer80 on notice that the ATF had determined that its all-parts-included Buy Build Shoot kits—which included a nearly complete frame, jig, drill bits, and all the other parts needed to assemble a complete and functioning pistol—constituted firearms within the meaning of the Gun Control Act.

66. Defendant Polymer80 has stated that it stopped selling Buy Build Shoot kits after the execution of the December 2020 search warrant,<sup>6</sup> but it continued to sell pistol frame kits to dealers such as the 80P Builder Defendants, without, on information and belief, placing any restrictions or providing any warnings against packaging a Polymer80 pistol frame kit with all the other parts needed to assemble a functioning firearm and selling the equivalent of a Buy Build Shoot kit.

67. At all relevant times, Defendant Polymer80 knew that consumers who could not legally purchase handguns coveted its unserialized frame and gun-building kits.

68. Nevertheless, Defendant Polymer80 continued to sell unserialized frame and gun-building kits, into Virginia and elsewhere, and continues to sell such kits into numerous jurisdictions today.

69. On February 17, 2021, the Los Angeles City Attorney also sued Defendant Polymer80 for illegally selling Buy Build Shoot kits and unserialized frame and receiver kits into California. That lawsuit put Defendant Polymer80 on notice that the Los Angeles Police Department had recovered over 700 Polymer80 firearms in 2020 alone and that

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<sup>6</sup> Polymer80, Facebook (Dec. 17, 2020), <https://www.facebook.com/Polymer80Inc/posts/pfbid0S8jjF3vzHp2MyWM7jVbtbd5oR2FwGDjSbwfQG9fPPGyU7hWGMvNfx1iHHirtmmrfof>.

Polymer80's products were being used "to commit an ever-increasing percentage of crime in Los Angeles, and throughout California." On June 2, 2023, the Los Angeles City Attorney announced that Polymer80 and its founders had agreed to a five-million-dollar settlement and other reforms to resolve the case.

### **80P Builder**

70. Since 2014, sellers of ghost-gun kits have proliferated over the internet, where ghost guns can be obtained by teenagers and other prohibited purchasers who need not show their face or identification or submit to a background check before obtaining a ghost-gun kit.

71. At all relevant times, the 80P Builder Defendants, operating as 80P Builder, maintained one such website, from which individuals could purchase ghost-gun kits and other parts need to quickly and easily build a firearm, including Polymer80 pistol frame kits, barrels, slides, and trigger assemblies, as well as complete handgun-building kits that contained every component needed for the assembly of a functioning handgun, including the jig and drill bits provided by Defendant Polymer80.

72. With a complete handgun kit, a purchaser could obtain a nearly finished handgun and readily assemble it into a completed, operable



firearm—just like the one used to kill Calvin Van Pelt and Ersheen Elaiaiser.

73. At some point before April 2019, Defendant Polymer80 agreed to sell its unserialized pistol frame kits to the 80P Builder Defendants for resale to the public on the 80P Builder website.

74. The image below is from a cached 80P Builder webpage from October 2020, displaying one such complete handgun kit then available for purchase, including a Zaffiri Precision slide and a nearly complete Polymer80 PF940C frame:



75. The “complete” custom Glock 19 kit pictured above and available for purchase from the 80P Builder website included a PF940C frame kit with finishing jig and drill bits, an installed upper parts kit with a compatible slide and barrel, and a lower parts kit.

76. The complete handgun kits sold by 80P Builder were functionally equivalent to the all-in-one Buy Build Shoot kits sold by Defendant Polymer80 until December 2020, in that both contained every component needed for the assembly of a functioning handgun, as well as a jig and drill bits. Both types of kits are firearms within the meaning of federal and Virginia law.

77. On information and belief, Defendant Polymer80 was aware that 80P Builder was selling complete handgun kits containing Polymer80 pistol frame kits.

78. Despite ceasing sale of its own Buy Build Shoot kits in December 2020, Defendant Polymer80 chose to continue to sell its pistol frame kits to 80P Builder without restriction on how they could be packaged and sold to consumers.

79. On information and belief, Defendant Polymer80 took no steps to prevent its dealers, including 80P Builder, from packaging and selling Polymer80 pistol frame kits with every component needed for the assembly

of a functioning handgun without conducting background checks or following the other requirements of federal and state law applicable to the sale of firearms.

80. At all relevant times, the 80P Builder Defendants knew that Polymer80 pistol frame kits and 80P Builder complete handgun kits were designed and intended for no other purpose than to be assembled into handguns.

81. At all relevant times, 80P Builder sold Polymer80 pistol frame kits and complete handgun kits to consumers in Virginia, including Defendant Burkard.

82. On information and belief, 80P Builder did not conduct background checks on any of its customers, including Defendant Burkard.

83. On information and belief, 80P Builder did not verify the age of any of its customers, including Defendant Burkard, but instead the 80P Builder Defendants set up and maintained a business model by which 80P Builder deliberately avoided learning that information.

84. On information and belief, in or around December 2020, the 80P Builder Defendants learned of the ATF search of Polymer80's headquarters and learned that the ATF had determined that all-parts-included handgun-building kits constituted firearms within the meaning of

federal law. Nevertheless, the 80P Builder Defendants continued to sell complete all-inclusive handgun-building kits without following the requirements under federal or state laws for the sale of firearms, such as conducting background checks.

85. The 80P Builder Defendants knew that the frame kits and complete handgun kits that it sold were in demand from consumers who could not legally purchase handguns—including prohibited felons, persons with mental health prohibitions, persons with domestic violence prohibitions, and underaged prohibited purchasers.

86. At all relevant times, the 80P Builder Defendants took no reasonable steps to ensure that its customers were eligible to buy handguns.

87. Accordingly, the 80P Builder Defendants knew or consciously avoided knowing or learning that they were selling ghost-gun pistol-building kits to prohibited individuals, including those under 21 years of age, like Defendant Zackary Burkard.

88. The terms and conditions formerly on 80P Builder's website demonstrate that at all relevant times the 80P Builder Defendants knowingly and willfully sold their products, including pistol frame kits and complete handgun kits, to any customer at least 18 years of age, even

though federal law prohibits a licensed firearm dealer from selling handguns to anyone it knows or has reasonable cause to believe is under the age of 21.

89. 80P Builder knew or had reasonable cause to believe that it was selling firearms to individuals who were disqualified by law from purchasing them and likely to use them in a manner that would cause injury to others.

90. On June 29, 2022, Defendant Salvo Technologies was sued by both the State of New York and the City of New York for unlawfully selling and shipping unserialized frames and receivers from its 80P Builder website into those jurisdictions.

### **The Unlawful Sale**

91. On or around February 1, 2021, Defendant Burkard purchased, from the 80P Builder website, all the components necessary to assemble a Polymer80 PF940C handgun, including a Polymer80 pistol frame kit and a Zaffiri Precision slide and barrel.

92. Defendant Burkard purchased the frame kit, slide, and barrel as part of a complete handgun kit packaged and sold by 80P Builder.

93. The 80P Builder Defendants took no steps to verify Defendant Burkard's age and did not require him to submit to a background check before making the sale.

94. Defendant Burkard was 18 years old at the time of the purchase. Because of his age, Defendant Burkard would not have been able to pass a background check to purchase a handgun.

95. Additionally, on information and belief, Defendant Burkard had previously been involuntarily committed to a mental institution on one or more occasions at the age of 14. This would be an additional and independent reason that Burkard could not have passed a background check.

96. On or around February 1, 2021, 80P Builder knowingly shipped a complete gun building kit—including the Polymer80 pistol frame kit, the slide, and the barrel—across state lines, from a warehouse in North Carolina directly to Defendant Burkard's home in Springfield, Virginia.

97. The 80P Builder Defendants knew that the package sent to Defendant Burkard contained all the components necessary for Defendant Burkard to assemble a functioning handgun quickly and easily.

98. The nearly complete pistol PF940C frame that was manufactured by Defendant Polymer80, sold by 80P Builder, and purchased by Defendant Burkard lacked a serial number.

99. Defendant Burkard completed and assembled the pistol frame kit and other parts that arrived in the 80P Builder kit into an unserialized fully functional 9mm handgun.

100. On information and belief, Defendant Burkard had no training, specialized experience, or special equipment that enabled him to assemble the handgun.

101. Defendant Burkard was within the class of foreseeable purchasers of the ghost-gun kits manufactured by Defendant Polymer80 and sold by 80P Builder, even though he was too young and legally forbidden to purchase a handgun from a federal firearms licensee.

### **The Shooting**

102. In 2021, Calvin Van Pelt, Ersheen Elaiaiser, and Defendant Burkard all attended South County High School, in Lorton, Virginia.

103. Defendant Burkard and his friends resented Ersheen and his friends. Defendant Burkard posted messages online demeaning the quality of Ersheen's clothing line, along with other derogatory statements.

Defendant Burkard also posted messages online claiming that he sold higher quality marijuana than Ersheen did.

104. In the days leading up to the shooting, Defendant Burkard escalated the squabble and threatened to shoot and kill Ersheen. In one social media post Burkard pointed his completed PF940C at a home he believed to be Ersheen Elaiaiser's.

105. On April 25, 2021, Ersheen and Defendant Burkard's friend, Nicholas Guidinetti, met up for a fistfight in the garage of Guidinetti's Springfield home, to settle a related social media dispute.

106. Calvin and two other individuals were also present in the garage.

107. None of the high-schoolers in the garage, including Ersheen, Calvin, or Nick Guidinetti, were armed.

108. Unlike his unarmed school mates in the next room, Defendant Burkard was armed and hid inside the Guidinetti home with the completed and loaded ghost gun he had purchased from 80P Builder.

109. Defendant Burkard emerged from inside the home brandishing his ghost gun and opened fire.



110. Defendant Burkard shot Ersheen while Ersheen was on the ground attempting to stand up. Ersheen suffered two gunshot wounds to the chest.

111. Calvin and the others fled the scene, and Defendant Burkard shot Calvin in the back twice.

112. Both Ersheen Elaiaiser and Calvin Van Pelt died of these gunshot injuries.

113. Defendant Burkard was able to obtain a handgun and kill Calvin Van Pelt and Ersheen Elaiaiser only because the Firearm Defendants disregarded the foreseeable risk that their reckless manufacturing and sale of unserialized ghost-gun kits and parts would cause firearms to end up in the hands of teenagers and dangerous individuals and ultimately be used recklessly and criminally.

114. The Firearm Defendants' unlawful agreement to distribute and sell ghost-gun kits and parts proximately caused the deaths of Calvin and Ersheen.

### **Salvo Technologies' Purchase of 80P Builder**

115. On March 1, 2021, Salvo Technologies entered into an asset-purchase agreement with Okori to purchase 80P Builder. The agreement was signed by Jesse Sousana and Britton Cyrus on behalf of Okori.

116. According to the agreement, Salvo Technologies obtained virtually all of 80P Builder's assets, including Okori's rights, title, and interest in:

- a. All intellectual property, including proprietary information, trade secrets, know-how, manuals, instructions, designs, technical drawings, schematics, nomenclature, and records; the name and exclusive rights to "80P Builder"; Okori's websites and domains, including the 80pbuilder.com domain name; and any available purchase and sales agreements;
- b. Okori's emails, phone numbers, customer lists, customer history, supplier lists and agreements, inventory, inventory shelving, assembly systems, computers, printers, routers, office furniture, and equipment;
- c. All rights under any and all customer contracts, including but not limited to open and uncompleted customer orders and customer contracts; customer contact information; customer files; and all available agreements, both written and oral, executed by Okori within the previous twelve months; and

- d. Marketing materials, transferable computer software, financial records, accounting history, all available sales history, and trade-show agreements and materials.

117. Under the agreement, Sousana and Cyrus became shareholders in Salvo Technologies and were hired by Salvo Technologies to oversee the continued operation of the 80P Builder website. Under the agreement, Sousana and Cyrus were entitled to bonuses if 80P Builder hit certain revenue targets during the first year of their employment with Salvo Technologies.

118. On information and belief, the operation of the 80P Builder webstore continued uninterrupted before and after the sale to Salvo Technologies.

119. Sousana and Cyrus agreed to train and develop Salvo Technologies' staff in all processes required to operate 80P Builder. Okori, Sousana, and Cyrus agreed not to directly compete with Salvo Technologies after the sale of 80P Builder to Salvo Technologies.

120. Okori agreed to indemnify and hold Salvo Technologies harmless from and against any claims asserted against Salvo Technologies after March 1, 2021, with respect to any liabilities or obligations of Okori that arose before March 1, 2021.

## **The Firearm Defendants' Unlawful Acts**

### **Gun Control Act**

121. The Gun Control Act defines a “firearm” to include “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,” 18 U.S.C. § 921(a)(3)(A), or “the frame or receiver of any such weapon,” § 921(a)(3)(B).

122. Defendant Polymer80 manufactures and sells “firearms” within the meaning of the Gun Control Act, including its PF940C pistol frame kits.

123. At all relevant times, the 80P Builder Defendants sold “firearms” within the meaning of the Gun Control Act, including 80P Builder’s complete handgun kits and Defendant Polymer80’s PF940C pistol frame kits.

124. The complete gun-building kit sold and shipped by 80P Builder to Defendant Burkard, including a PF940C frame kit packaged with a compatible slide and barrel, constituted a “firearm” within the meaning of the Gun Control Act.

125. Moreover, the PF940C frame kit (which included a jig, drill bits, and other parts) manufactured by Defendant Polymer80, sold to 80P

Builder, and ultimately purchased by Defendant Burkard constituted a “firearm” on its own within the meaning of the Gun Control Act.

126. The 80P Builder Defendants knowingly violated the Gun Control Act by shipping firearms, including complete handgun kits and PF940C pistol frame kits, across state lines and directly to consumers who neither appeared in person nor submitted affidavits as to the legality of their purchase, including in their sale to Defendant Burkard.

127. The 80P Builder Defendants also knowingly violated the Gun Control Act by selling firearms, including complete handgun kits and PF940C pistol frame kits, directly to consumers, without conducting background checks on the purchasers, including in their sale to Defendant Burkard.

128. The 80P Builder Defendants further knowingly violated the Gun Control Act by selling a “complete” handgun-building kit to Defendant Burkard, who was under 21 years of age, including by deliberately setting up a distribution model that ensured that they would not know and would remain ignorant of the purchaser’s age, despite knowing or having reason to know that underage purchasers like Defendant Burkard were among those purchasing its gun-building kits.

129. Defendant Polymer80 aided and abetted the 80P Builder Defendants' violations of the Gun Control Act by supplying 80P Builder with unserialized, nearly complete pistol frame kits that it knew would be included in complete handgun kits and knew would be sold directly to consumers, online, without background checks, including to consumers who were under 21, and by promoting 80Pbuilder.com on its website.

130. Defendant Polymer80 also violated the Gun Control Act by knowingly manufacturing and selling firearms, including its PF940C pistol frame kits, without engraving serial numbers thereon.

131. The Firearm Defendants conspired together to violate the Gun Control Act by agreeing that Defendant Polymer80 would manufacture and supply 80P Builder with unserialized pistol frame kits and 80P Builder would combine those kits with other parts and sell those complete handgun-building kits to the public, online, without background checks.

132. The knowing violations of each and all of the above laws resulted in the 18-year-old Defendant Burkard's possession and use of a pistol and were a proximate cause of the deaths of Calvin Van Pelt and Ersheen Elaiaiser. Had the Firearm Defendants followed the above-described requirements of federal law, Defendant Burkard would not have

been able to acquire a pistol and use it to shoot and kill Calvin and Ersheen.

### **Virginia's Background Check Law**

133. Virginia law defines a "firearm" to include "any handgun, shotgun, or rifle that will or is designed to or may readily be converted to expel single or multiple projectiles by action of an explosion of a combustible material." Va. Code Ann. § 18.2-308.2:2(F). And Virginia law defines a "handgun" to include "any pistol or revolver or other firearm originally designed, made and intended to fire single or multiple projectiles by means of an explosion of a combustible material from one or more barrels when held in one hand." *Id.*

134. At all relevant times, 80P Builder sold "firearms" within the meaning of section 18.2-308.2:2 of the Virginia Code, including complete handgun kits.

135. The complete kit and items that were sold by 80P Builder to Defendant Burkard constituted a "firearm" within the meaning of section 18.2-308.2:2 of the Virginia Code.

136. The 80P Builder Defendants knowingly violated section 18.2-308.2:2(B) of the Virginia Code by selling firearms, including complete

handgun kits, directly to Virginia residents, including Defendant Burkard, without conducting background checks.

137. The 80P Builder Defendants' violation of section 18.2-308.2:2(B) of the Virginia Code resulted in the 18-year-old Defendant Burkard's possession and use of a handgun and was a proximate cause of the deaths of Calvin Van Pelt and Ersheen Elaiaiser.

### **Count One – Negligence / Gross Negligence**

(Against the Firearm Defendants)

138. Plaintiffs incorporate paragraphs 1-137 above as though the paragraphs were fully and specifically set forth here, and in detail, and further alleges as follows:

139. At all relevant times, the Firearm Defendants owed a general duty imposed on all persons, entities, and corporations to act in a reasonable manner, so as not to expose others to foreseeable risks of injury.

140. Due to the dangers of placing an instrumentality capable of doing catastrophic harm in the hands of an underage, untrained person, the Firearm Defendants were bound to exercise a greater level of caution and duty of care.



141. The Firearm Defendants had a duty to exercise reasonable care in the marketing, sale, and distribution of ghost gun kits. This duty included refraining from engaging in any activity that would reasonably create a foreseeable risk of injuries to others.

142. The Firearm Defendants acted illegally, recklessly, negligently, and in conscious disregard for the health and safety of others when they manufactured, sold, and delivered the complete firearm-building kit, that would be readily assembled into an operable handgun and used to kill the Plaintiffs' decedents, to a teenager, a person prohibited by federal and Virginia law from purchasing it.

143. The Firearm Defendants' conscious disregard for the safety of others, and their negligent, reckless, and malicious conduct included the following acts:

A. The Firearm Defendants knew that background checks prior to the purchase of firearms, and the serialization of firearms, were required by Virginia and federal law. The Firearm Defendants were aware that these laws were enacted as safety requirements to protect young people and others from harm and to prevent crime.

B. The Firearm Defendants knew that selling unserialized ghost-gun kits without background checks or age verification would attract persons unauthorized to purchase firearms.

C. The Firearm Defendants knew, or should have known, that the sale of ghost-gun kits, assembled into firearms, without background checks, and without verifying the age of the purchaser would likely cause bodily injury or death to innocent people such as Plaintiffs' decedents.

D. The Firearm Defendants knew, or should have known, that ghost-gun kits would be especially attractive to persons who were underage, unauthorized, and/or unfit to purchase a handgun legally.

E. The Firearm Defendants' actions demonstrate an intentional blindness and willingness to sell ghost gun kits to persons who would not otherwise be able to gain access to such easily constructed lethal weapons.

F. The Firearm Defendants deliberately failed to ascertain whether Defendant Burkard was a fit and proper person to be entrusted with a lethal instrumentality capable of doing serious harm when misused.

144. Despite knowing that their conduct would cause injury to others, the Firearm Defendants acted with reckless indifference to the consequences of their conduct.

145. The Firearm Defendants' negligence, resulting in the sale of a complete handgun building kit to Defendant Burkard, who was underage and not authorized or permitted by law to purchase a handgun from a licensed seller, was a direct and proximate cause of the death of Plaintiffs' decedents.

146. But for the negligent acts and omissions of the Firearm Defendants, Plaintiffs' decedents would not have been killed on April 25, 2021.

147. For all reasons stated above and as a direct and proximate result of the breach of duty by the Firearm Defendants, alone or in combination, the Firearm Defendants' negligence resulted in the wrongful death of Plaintiffs' decedents.

### **Count Two – Negligence Per Se**

(Against the Firearm Defendants)

148. Plaintiffs incorporate paragraphs 1-147 above as though the paragraphs were fully and specifically set forth here, and in detail, and further allege as follows:

149. At all relevant times, the Firearm Defendants owed a general duty imposed on all persons, entities, and corporations to act in a reasonable manner, so as not to expose others to foreseeable risks of injury.

150. Due to the dangers of placing an instrumentality capable of doing catastrophic harm in the hands of an underage, untrained person, the Firearm Defendants were bound to exercise a greater level of caution and duty of care.

151. The 80P Builder Defendants knowingly violated federal and Virginia law, including 18 U.S.C. § 922(t) and section 18.2-308.2:2(B) of the Virginia Code, by selling a firearm to Defendant Burkard without conducting a background check.

152. The 80P Builder Defendants knowingly violated federal law, including 18 U.S.C. § 922(a)(2) and (c), by selling and shipping a firearm across state lines directly to Defendant Burkard, who neither appeared in person nor submitted an affidavit as to the legality of the purchase.

153. The 80P Builder Defendants knowingly violated federal law, including 18 U.S.C. § 922(b)(1), by selling a handgun to Defendant Burkard, who was under 21 years of age at the time.

154. Defendant Polymer80 aided and abetted the 80P Builder Defendants in the above violations of the Gun Control Act and Virginia law and conspired with the 80P Builder Defendants to engage in those violations, by supplying 80P Builder with unserialized pistol frame kits that Polymer80 knew would be combined with other parts and sold across state lines, directly to consumers, without background checks, including to consumers who were under 21 years old.

155. The Firearm Defendants' actions were a violation of United States and Virginia law. The laws that were violated by the Firearm Defendants were intended to protect public safety by preventing the sale, transfer, or distribution of firearms and handguns to legally disqualified individuals and thereby to prevent injury to members of the public, including the decedents.

156. The above violations of federal and Virginia law by the Firearm Defendants were a direct and proximate cause of the killings of the decedents on April 25, 2021.

### **Count Three – Negligent Entrustment**

(Against the 80P Builder Defendants)

157. Plaintiffs incorporate by reference paragraphs 1 through 156 above as if those paragraphs were fully and specifically set forth herein in detail, and further allege as follows:

158. At all relevant times 80P Builder was a provider, seller, and purveyor of complete kits that are assembled into handguns, which are indisputably instrumentalities capable of doing serious harm when misused.

159. As such, the 80P Builder Defendants has a duty not to provide, sell, distribute, or entrust dangerous instrumentalities to persons who are underage, unauthorized, and unfit by law to purchase them.

160. Through the 80P Builder website, the 80P Builder Defendants sold nearly complete and easy-to-assemble lethal weapons.

161. The 80P Builder Defendants knew or were willfully blind to the fact, and reasonably should have known, that Defendant Burkard was unfit and ineligible to purchase such a weapon.

162. Despite this, the 80P Builder Defendants provided Defendant Burkard with a complete gun-building kit that allowed him to quickly and easily construct a lethal weapon capable of doing serious harm.

163. The 80P Builder Defendants negligently, recklessly, willfully, and illegally sold and entrusted a complete ghost gun kit to Defendant Burkard, to whom they were prohibited from selling a handgun.

164. The 80P Builder Defendants knew or were willfully blind to, and reasonably should have known, that they were prohibited by law to sell a handgun to Defendant Burkard.

165. The 80P Builder Defendants knew there had been no background check or age verification performed on Defendant Burkard before selling, delivering, and entrusting to him the ghost-gun kit.

166. The 80P Builder Defendants knew that selling ghost guns to underage persons without background checks or age verification was likely to result in serious injury or death to innocent members of the public, including but not limited to Plaintiffs' decedents.

167. The 80P Builder Defendants' negligent entrustment of the ghost-gun kit to Defendant Burkard was a direct and proximate cause of the killing of Plaintiffs' decedents.

168. As a direct and proximate result of the 80P Builder Defendants' acts and omissions, which constituted negligent entrustment, the decedents were killed on April 25, 2021.

## **Count Four – Wrongful Death**

**(Against Defendant Burkard)**

169. Plaintiffs incorporate by reference paragraphs 1 through 168 above as if those paragraphs were fully and specifically set forth herein in detail, and further allege as follows:

170. On or about April 25, 2021, Plaintiffs' decedents Calvin Van Pelt and Ersheen Elaiaiser were in Fairfax County, Virginia, when Defendant Burkard, without just cause or provocation, killed the decedents by shooting them with a handgun.

171. As a direct and proximate result of being shot by Defendant Burkard, the decedents sustained severe and violent injuries that caused their death.

172. Ersheen Elaiaiser, born on June 29, 2003, was 17 years old at the time of his death.

173. Calvin Van Pelt, born on October 19, 2003, was 17 years old at the time of his death.

174. Both decedents were in good health at the time of their passing.



## **Count Five – Common Law Conspiracy**

(Against the Firearm Defendants)

175. Plaintiffs incorporate by reference paragraphs 1 through 174 above as if those paragraphs were fully and specifically set forth herein in detail, and further allege as follows:

176. At all relevant times, 80P Builder sold to citizens of the Commonwealth of Virginia kits containing all the parts necessary to readily make a handgun.

177. Complete handgun kits and Polymer80 pistol frame kits sold by 80P Builder met the definition of a firearm pursuant to 18 U.S.C. § 921(a)(3).

178. Complete handgun kits sold by 80P Builder met the definition of a firearm pursuant to section 18.2-308.2:2(F) of the Virginia Code.

179. The 80P Builder Defendants knew that their sale of Polymer80 pistol frame kits, either alone or in combination with additional parts in a complete handgun kit, to the citizens of the Commonwealth of Virginia was meant to circumvent the requirement of a background check under both § 922(t) and section 18.2-308.2:2(B) of the Virginia Code.

180. At all relevant times Defendant Polymer80 sold pistol frame kits containing all the parts necessary to readily make the frame of a handgun

to citizens of the Commonwealth of Virginia and to dealers that sell to citizens of the Commonwealth of Virginia, including 80P Builder.

181. Defendant Polymer80's pistol frame kits meet the definition of a firearm pursuant to 18 U.S.C. § 921(a)(3).

182. Defendant Polymer80 knew that the sale of its pistol frame kits to citizens of the Commonwealth of Virginia or to dealers that sell to citizens of the Commonwealth of Virginia was meant to circumvent the requirement of a background check under both § 922(t) and section 18.2-308.2:2(B) of the Virginia Code.

183. By or before December 2020, Defendant Polymer80 knew that 80P Builder was packaging Polymer80 pistol frame kits with all the other parts needed to complete and assemble a handgun and selling to customers as 80P Builder's own "complete" kit. By that same time, Polymer80 as well as the 80P Builder Defendants knew that such complete kits constituted firearms under federal law.

184. Nevertheless, prior to December 2020, and continuing after December 2020, Polymer80 and the 80P Builder Defendants conspired and agreed that: (a) Polymer80 would supply 80P Builder with Polymer80 pistol frame kits, knowing 80P Builder would be packaging them into complete kits and selling them online, including into Virginia, with no

background checks and without complying with multiple other requirements of federal law; and (b) the 80P Builder Defendants would sell such complete gun-building kits online, including into Virginia, with no background checks and without complying with multiple other requirements of federal law.

185. In furtherance of this conspiracy, Defendant Polymer80 shipped its pistol frame kits to 80P Builder and continued to offer customer support to 80P Builder's purchasers; and 80P Builder continued to sell complete kits that included Polymer80 pistol frame kits, including the kit sold to Zackary Burkard.

186. Defendant Polymer80 thus conspired with the 80P Builder Defendants to circumvent 18 U.S.C. § 922(t) and other provisions of the Gun Control Act referenced above, as well as section 18.2-308.2:2(B) of the Virginia Code.

187. Based on these facts, the Firearm Defendants conspired with each other to unlawfully sell complete handgun-building kits to citizens of the Commonwealth of Virginia, such as Defendant Burkard, who would otherwise not be able to legally purchase a handgun from a licensed dealer.

188. Plaintiffs have been injured as a direct and proximate result of the Firearm Defendants' conspiracy.

**Count Six – Public Nuisance**

(Against the Firearm Defendants)

189. Plaintiffs incorporate paragraphs 1-188 above as though the paragraphs were fully and specifically set forth herein and in detail, and further allege as follows:

190. A public nuisance is a situation that imperils safety and is hazardous to the public.

191. The Firearm Defendants created a public nuisance by marketing, selling, and distributing ghost-gun kits to residents of Virginia and Fairfax County, including individuals too young or otherwise ineligible to purchase firearms.

192. The Firearm Defendants deliberately, knowingly, willfully, and wantonly distributed said ghost-gun kits in violation of federal and Virginia law.

193. The Firearm Defendants caused unserialized handguns to be furnished to Fairfax County residents without complying with federal or Virginia gun laws.

194. The Firearm Defendants distributed ghost-gun kits without complying with federal or Virginia background-check laws.

195. The Firearm Defendants distributed ghost-gun kits into Fairfax County, Virginia, without verifying the ages of the recipients.

196. The Firearm Defendants distributed ghost-gun kits to Fairfax County residents without taking any reasonable steps to ensure that such residents were not prohibited from purchasing or possessing a handgun.

197. The Firearm Defendants took such actions despite their knowledge that by their reckless distribution of ghost-gun handgun kits they were creating an illegal market for ghost guns in Virginia.

198. The Firearm Defendants directly and indirectly distributed ghost-gun kits to persons who were prohibited from purchasing or possessing handguns under federal and Virginia law, and who would foreseeably use such handguns for criminal acts.

199. The Firearm Defendants have facilitated and promoted the purchase, acquisition, and possession of unserialized and untraceable firearms by individuals prohibited from purchasing firearms in Virginia.

200. The Firearm Defendants' deliberate actions created a significant threat to the public health and safety of the citizens of Virginia.

201. The Firearm Defendants' actions, in light of the current national crisis of gun violence, evinced a willful and wanton disregard for the health and safety of the citizens of Virginia.

202. The nuisance created by the Firearm Defendants proximately caused the direct and special injuries to Plaintiffs' decedents, who were shot and killed by one of the handguns that the Firearm Defendants unlawfully manufactured and distributed to a Virginia resident.

203. The nuisance created by the Firearm Defendants resulted in the Defendant Zackary Burkard possessing a ghost gun that he used to shoot and kill Plaintiffs' decedents.

204. The Firearm Defendants' conduct constituted a nuisance by unlawfully providing a no-background-check, unserialized handgun to an underage person in Virginia. Plaintiffs' decedents would not have been shot and killed by Defendant Burkard but for the actions of the Firearm Defendants.

205. The Firearm Defendants' actions were in violation of United States and Virginia laws that were intended to protect public safety.

206. The wrongful death of Plaintiff's decedents was a direct and proximate result of the nuisance created and maintained by the Firearm Defendants, alone or in combination.

**Count Seven – Punitive Damages**  
(Against the 80P Builder Defendants)

207. Plaintiffs incorporate by reference paragraphs 1 through 206 above, as though the paragraphs were fully and specifically set forth herein, and further allege as follows:

208. The actions of the 80P Builder Defendants were so willful, wanton, reckless, and/or grossly negligent as to evince a conscious disregard for the safety and well-being of citizens of Virginia, and specifically the Plaintiffs' decedents.

209. The 80P Builder Defendants jointly and severally knew or deliberately avoided learning or should have known that Defendant Burkard was ineligible and prohibited from purchasing a handgun in Virginia.

210. The failure of the 80P Builder Defendants to conduct a background check before distributing a handgun to an underaged prohibited purchaser was outrageous and wanton disregard of the law and the safety of others.

211. The failure of the 80P Builder Defendants to verify the age of Defendant Burkard before distributing a handgun to him was outrageous and wanton disregard of the law and the safety of others.

212. The 80P Builder Defendants' actions and omissions jointly, severally, and in combination constituted willful, wanton, and gross negligence, warranting the imposition of punitive damages.

### **DAMAGES**

213. Plaintiffs incorporate by reference paragraphs 1 through 212 as though the paragraphs were fully and specifically set forth herein and further allege as follows:

214. The decedents, Calvin Van Pelt and Ersheen Elaiaiser, were both 17 years old when they were killed by Defendant Burkard with a Polymer80 handgun.

215. The loss of these teenagers has caused indescribable pain and anguish to their parents and siblings.

216. The decedents are survived by statutory beneficiaries, who have suffered damages and seek recovery under the Virginia wrongful-death act as set forth in section 8.01-50 et seq. of the Virginia Code.

217. The Plaintiffs demand a trial by jury of all issues.

The Plaintiff, Joshua Bushman, executor of the estates of Calvin Van Pelt and Ersheen Elaiaiser claims as damages the following:

A. Funeral and burial expenses.



- B. Mental anguish, solace, loss of society, companionship, comfort, guidance, kindly offices, and loss of advice of the decedents suffered by the beneficiaries.
- C. The reasonable value of the loss of services, protection, care, and assistance provided by the decedents.
- D. Any and all such other damages as allowable by law.

WHEREFORE, the Plaintiff, Joshua Bushman, Administrator of the Estate of Calvin Van Pelt, on behalf of the surviving beneficiaries, demands judgment against the Defendants, jointly and severally in the full and just amount of \$25 million in compensatory damages together with pre-judgment and post-judgment interest, allowable costs incurred, and all other relief that this Court may deem appropriate.

AND FURTHER, Joshua Bushman, Administrator of the Estate of Calvin Van Pelt and on behalf of the surviving beneficiaries of the decedent demands judgment against the 80P Builder Defendants, jointly and severally in the amount of \$350,000 in punitive damages, together with pre-judgment and post-judgment interest and allowable costs incurred.

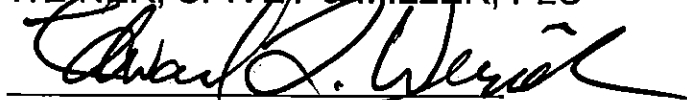
AND FURTHER, The Plaintiff Joshua Bushman, Administrator of the Estate of Ersheen Elaiaiser, on behalf of the surviving beneficiaries, demands judgment against the Defendants, jointly and severally in the full

and just amount of \$25 million in compensatory damages together with pre-judgment and post-judgment interest, allowable costs incurred, and all other relief that this Court may deem appropriate.

AND FURTHER, Joshua Bushman, Administrator of the Estate of Ersheen Elaiaiser and on behalf of the surviving beneficiaries of the decedent demands judgment against the 80P Builder Defendants, jointly and severally in the amount of \$350,000 in punitive damages, together with pre-judgment and post-judgment interest and allowable costs incurred.

Joshua Everett Bushman, Administrator for  
The Estate of Calvin Van Pelt and  
The Estate of Ersheen Elaiaiser  
By Counsel

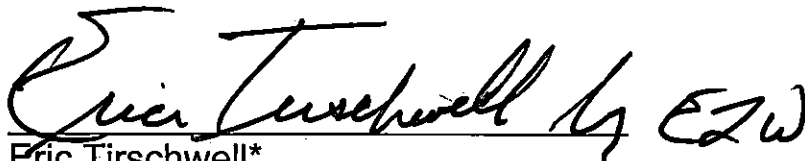
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Zackary Burkard only