

STATE OF MICHIGAN
IN THE 22nd JUDICIAL CIRCUIT FOR THE COUNTY OF WASHTENAW

GUY BOYD,
Plaintiff,

Case No. 24-000304-NP
Hon. Julia B. Owdziej

v.

NOT AN LLC d/b/a JSD SUPPLY and
KYLE THUEME,
Defendant.

CIVIL-CRIMINAL LITIGATION CLINIC By: David Santacroce (P61367) Attorney for Plaintiff 863 Legal Research Building 801 Monroe Street Ann Arbor, MI 48109-1215 (734) 763-4319	PENTIUK, COUVREUR & KOBILJAK, P.C. By: Randall A. Pentiuk (P32556) And: Kerry L. Morgan (P32645) Attorneys for Defendant Not an LLC d/b/ JSD Supply, Only 2915 Biddle Avenue, Suite 200 Wyandotte, MI 48192 (734) 281-7100 rpentiuk@pck-law.com kmorgan@pck-law.com (734) 281-7100
BLOCH & WHITE LLP Len H. Kamdang Counsel for Plaintiff – Pro Hac Vice 152 West 57 th Street New York, NY 10019 (212) 702-8670 (Main) (646) 780-8052 (Direct) lkamdang@blochwhite.com	The Law Firm of William Amadeo William Amadeo (P76194) Attorney for Defendant Kyle Thueme 3913 Jackson Road Ann Arbor, MI 48103 (609) 816-9438

DEFENDANT NOT AN LLC d/b/a JSD SUPPLY’S ANSWER TO COMPLAINT

Defendant NOT AN LLC d/b/a JSD SUPPLY (“JSD”), by and through its attorneys, Pentiuk, Couvreur & Kobiljak, P.C., answers Plaintiff Guy Boyd’s Complaint as follows:

1. Denied as untrue because, among other things, JSD did not “arm a teenager with a gun”.
2. JSD lacks knowledge or information sufficient to form a belief as to whether it sold “ghost gun kits” to Thueme as alleged because among other things, there is no statutory definition

for the colloquial phrase “ghost gun kits”. JSD admits it did not verify Thueme’s age, but denies that it was required to do so because JSD did not sell Thueme a “firearm” or “pistol”. JSD lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in this paragraph.

2. Denied as untrue.

3. Upon information and belief, JSD admits that Co-Defendant Thueme shot Plaintiff Guy Boyd. JSD lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph.

5. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

6. Denied as untrue because, among other things, JSD did not “unlawfully provide a teenager with a gun”.

PARTIES

7. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

8. Admitted.

9. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

JURISDICTION AND VENUE

10. JSD admits this Court has subject matter jurisdiction as long as Thueme is a party as alleged, but denies it has any liability.

11. JSD admits this Court has personal jurisdiction over as long as Thueme is a party, it but denies it has any liability.

12. Upon information and belief, admitted.

13. Admitted.

STATEMENT OF FACTS

I. Defendant JSD Sold Ghost Gun Kits and Did So In a Way That Promoted And Caused the Purchase and Possession of Unlicensed and Unlawful Guns

a. Ghost Guns

14. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph because, among other things, there is no statutory definition for the colloquial phrase “ghost gun”.

15. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph because, among other things, there is no statutory definition for the colloquial phrase “ghost gun” and because this allegation is phrased in the abstract.

16. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph because, among other things, there is no statutory definition for the colloquial phrase “ghost gun” and because this allegation is phrased in the abstract.

17. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

18. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph because, among other things, there is no statutory definition for the colloquial phrase “ghost gun” and because this allegation is phrased in the abstract.

19. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph because, among other things, there is no statutory definition for the colloquial phrase “ghost gun”.

b. Defendant JSD’s Sale of Ghost Gun Kits

20. Admitted.

21. Admitted.

22. Admitted.

23. Admitted. In further response, JSD is not required to be an “FFL” because JSD does not sell “firearms” as that term is defined by state and federal law.

24. JSD admits it does not hold an “FFL” because JSD does not sell “firearms” as that term is defined by state and federal law. In further response, JSD lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph to the extent there are other entities in the United States of America that have a similar name.

25. Denied as untrue because, among other things, there is no statutory definition for the colloquial phrase “ghost gun kits”.

26. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

27. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

28. JSD admits only that the language contained in Jordan Vinroe’s referenced declaration is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

29. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

30. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

31. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

32. Denied as untrue.

33. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

34. JSD denies it sells “pistols”. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

35. JSD denies it sells “pistols”. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

36. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

37. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

38. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

39. JSD denies it sells “pistols”. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

40. JSD denies it sells “pistols”. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

41. JSD denies it sells “pistols”. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

42. JSD denies it sells “firearms” as that term is defined by federal law. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

43. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

44. JSD lacks knowledge or information sufficient to form a belief as to the truth of the phrase “at all relevant times” contained in this paragraph because that language is vague and ambiguous. In further response, JSD admits the Kits were available for purchase through its website with a valid credit card. JSD lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph.

c. Defendant JSD Marketed its Ghost Gun Kits Primarily by Promoting How Easy They Are to Turn Into Operable, Unlicensed Pistols That Are “Off-the-Books”

45. JSD denies it sells “firearms” or “pistols” as those terms are defined by federal law. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

46a-d. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

47. JSD denies it sells “ghost guns” as alleged by Plaintiff. In further response, JSD admits only that the language contained in the archived version of the referenced YouTube video is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

48. JSD denies it sells “firearms” or “pistols” as those terms are defined by federal law. In further response, JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

49a-f. JSD denies it sells “firearms” or “pistols” as those terms are defined by federal law. In further response, JSD admits only that the language contained in the archived version of its

website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

50. Denied as untrue.

d. JSD knew (and It Was Foreseeable) that Minors Are Particularly Susceptible to Misusing Guns in Ways That Cause Accidental Death and Serious Injury

51. Denied as untrue in the form and manner alleged because, for example, many youths use firearms safely and responsibly after receiving appropriate training and/or while under the supervision of adults.

52. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

53. JSD admits only that the language of such unspecified laws is self-evident. In further response, JSD denies such laws apply here because JSD did not sell a “firearm” as defined by state or federal law.

54. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

55. Denied as untrue in the form and manner alleged because JSD did not sell a “firearm” as defined by state or federal law.

56. Denied as untrue as the Pennsylvania Attorney General’s Office never contacted JSD regarding an alleged investigation. JSD denies the remaining allegations as untrue.

57. Denied as untrue.

58. JSD denies the existence of any purported agreement between it and the Pennsylvania Attorney General’s Office. In further response, JSD denies that it was required to verify Thueme’s age or whether he could lawfully possess a pistol because, among other reasons, JSD did not sell Thueme a “firearm” or a “pistol”.

59. JSD admits only that the content of the referenced YouTube video is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that content. In further response, JSD denies it has any liability in this matter.

60. Denied as untrue. In further response, JSD did not sell a “firearm” as that term is defined by state and federal law.

61. Denied as untrue.

II. Defendant Thueme Accidentally and Negligently Shot Mr. Boyd in the Face with the Pistol He Assembled from the Kits Sold by Defendant JSD

62. Upon information and belief, admitted.

63. JSD admits that Defendant Thueme ordered a “Polymer 80 PF 94oc Color: Gray” and a “PF94oc Full Build Kit, Minus Frame” in the amount of \$464.97 from JSD on April 9, 2021. As to the purchase, JSD can neither admit nor deny the allegation that Kyle Thueme made the purchase as it lacks sufficient information or knowledge to form a belief as to whose name was on the credit card or if he was an authorized user on someone else’s card. In further response, JSD lacks sufficient information or knowledge to form a belief as to whose home the order was shipped to, whether Thueme lived there or not, or with whom he lived.

64. JSD lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in this paragraph.

65. Upon information and belief, admitted.

66. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

67. JSD admits that Defendant Thueme ordered a “Polymer 80 PF 94oc Color: Gray” and a “PF94oc Full Build Kit, Minus Frame” in the amount of \$474.97 from JSD on April 27, 2021. As to the purchase, JSD can neither admit nor deny the allegation that Kyle Thueme made the

purchase as it lacks sufficient information or knowledge to form a belief as to whose name was on the credit card or if he was an authorized user on someone else's card. JSD can only admit that the Billing and Shipping Information for the transaction was Kyle Thueme, 6226 Cedarbend Dr, Ypsilanti, MI. In further response, JSD lacks sufficient information or knowledge to form a belief as to whose home the order was shipped to, whether Thueme lived there or not, or with whom he lived.

68. JSD admits that Thueme agreed as a condition of the sale that he was advised regarding the lawfulness of the purchase was his responsibility and that he should consult the Attorney General of his State regarding such matters. In further response, JSD denies it had any obligation or duty to advise Thueme regarding the lawfulness of the purchase or possession of the products sold. In further response, JSD denies that it sold Thueme a pistol.

69. JSD denies that it was required to use an age verification program.

70. Denied as untrue because JSD did not sell Thueme a "pistol".

71. JSD admits that it never asked Thueme to "verify or certify that his possession of a pistol would be lawful in Michigan" because JSD did not sell Thueme a "firearm" or "pistol". JSD lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of this paragraph.

72. Admitted. In further response, no such background check was required as no firearm was sold.

73. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

74. Denied as untrue.

75. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

76. Admit that JSD lawfully sold and mailed non-firearm products to Defendant Thueme's address in Michigan. KERRY – see responses to nos.

77. Denied as untrue because the allegation does not accurately state the totality of the website's marketing to the general population and is not marketed to minors.

78. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

79. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language.

80. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

81. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph. In further response, JSD did not sell Thueme a "pistol".

82. Upon information and belief, admitted.

83. JSD admits only that ammunition is regulated by federal law.

84. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

b. Defendant Thueme Accidentally and Negligently Shot Mr. Boyd with the Second Pistol That Defendant JSD Negligently and Illegally Sold Him

85. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

86. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

87. Upon information and belief, admitted.

88. Upon information and belief, admitted.

89. Upon information and belief, admitted.

90. JSD lacks information sufficient knowledge or information to form a belief as to the truth of the allegations.

91. JSD lacks information sufficient information or knowledge to form a belief as to the truth of the allegations.

92. JSD lacks information sufficient knowledge or information to form a belief as to the truth of the allegations.

93. Upon information and belief, admitted.

94. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

95. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

96. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

97. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

98. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

99. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

100. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

101a-e. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

102. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

103. Denied as untrue.

104. Denied as untrue.

CLAIMS

COUNT I – Negligence (Against Defendant JSD)

105. JSD incorporates its paragraphs 1-104, *supra*, as if more fully set forth herein.

106. Denied as untrue.

107. Denied as untrue.

108. Denied as untrue.

109. Denied as untrue.

110. Denied as untrue.

111a-d. Denied as untrue.

112. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

113. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

114. Denied as untrue.

115. Denied as untrue.

116. Denied as untrue.

117. Denied as untrue.

118. Denied as untrue.

119. Denied as untrue.

120. Denied as untrue.

**COUNT II – Negligence
(Against Defendant Thueme)**

121. JSD incorporates its paragraphs 1-120, *supra*, as if more fully set forth herein.

122. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

123. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

124. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

125. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

126. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

127. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

128. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

129. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

130. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

131. This claim is not asserted against JSD and no response by JSD is required. To the extent a response is required, admitted.

**COUNT III – Negligent Entrustment
(Against Defendant JSD)**

132. JSD incorporates its paragraphs 1-131, *supra*, as if more fully set forth herein.

133. Denied as untrue.

134. Denied as untrue.

135. Denied as untrue.

136. Denied as untrue.

137. Denied as untrue.

138. Denied as untrue.

139. Denied as untrue.

140. JSD admits only that Thueme negligently misused a firearm but denies that JSD negligently entrusted any such firearm to Thueme. JSD denies the remaining allegations of this paragraph as untrue.

141. Denied as untrue.

142. Denied as untrue.

143. Denied as untrue.

**COUNT IV – Michigan Consumer Protection Act
(Against Defendant JSD)**

144. JSD incorporates its paragraphs 1-144, *supra*, as if more fully set forth herein.

145. Denied as untrue.

146. Denied as untrue.

147. JSD admits only that the language of the MCPA is self-evident. In further response, JSD denies that the MCPA is applicable here and denies any liability to Plaintiff.

148. JSD admits only that the language of the MCPA is self-evident. In further response, JSD denies that the MCPA is applicable here and denies any liability to Plaintiff.

149. Denied as untrue.

150. JSD admits only that the language of the MCPA is self-evident. In further response, JSD denies that the MCPA is applicable here, the JSD is licensed by the State of Pennsylvania and therefore subject to regulation in its business activities, and denies any liability to Plaintiff.

151. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language. In further response, JSD denies any liability to Plaintiff.

152. Denied that the Kits sold by JSD had any characteristics or benefits the Kits did not have. Denied that JSD sold Thueme any “pistols”.

153. JSD admits only that the language of the MCPA is self-evident. In further response, JSD denies that the MCPA is applicable here and denies any liability to Plaintiff.

154. JSD admits only that the language contained in the archived version of its website is self-evident. JSD lacks knowledge or information sufficient to form a belief as to whether Plaintiff accurately recited that language. In further response, JSD denies any liability to Plaintiff.

155. Denied as untrue.

156. JSD lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in this paragraph.

157. JSD admits it did not verify Thueme's age or other aspects of his ability to lawfully possess a gun because it did not sell him a gun. And no age verification was required by any law.

158. Denied as untrue.

159. Denied as untrue.

160. Denied as untrue.

161. Denied as untrue.

WHEREFORE, Defendant JSD respectfully requests that this Court dismiss all claims against it with prejudice and award it any other relief to which it is entitled.

Respectfully submitted,
PENTIUK, COUVREUR & KOBILJAK, P.C.

By: /s/Kerry L. Morgan
By: Randall A. Pentiuk (P32556)
And: Kerry L. Morgan (P32645)
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Dated: September 16, 2024

PROOF OF SERVICE

The undersigned hereby certifies that on September 16, 2024, he electronically filed the foregoing Defendant JSD's Answer to Complaint, along with this Proof of Service, with the Clerk of the Court using the MiFILE System, which will send a copy of same to the attorneys/parties of record.

I declare that the statement above is true to the best of my information, knowledge and belief.

/s/ Kerry L. Morgan