

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

24-000304-NP

GUY BOYD,

Plaintiff,

v.

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

Defendants.

Case No: NP

Hon. _____

**COMPLAINT
JURY DEMANDED**

JUDGE JULIA B. OWDZIEJ

CIVIL-CRIMINAL LITIGATION CLINIC

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*There are no other pending or resolved civil actions arising out of the
transaction or occurrence alleged in this complaint.*

INTRODUCTION

1. This case is about the known and obvious dangers of arming a teenager with a gun, a company that cavalierly ignored these dangers, and a young man whose life was shattered because of it.
2. On April 9, 2021—and again on April 27, 2021—Defendant Not An LLC d/b/a JSD Supply (“JSD”) sold ghost gun kits to a 17-year-old Michigander, Defendant Kyle Thueme. In neither instance did Defendant JSD take a single step to verify Defendant Thueme’s age or whether he could lawfully possess a pistol (he could not). Defendant Thueme twice used the kits to build fully operable pistols in minutes.

3. Defendant JSD’s negligent and illegal sales of ghost gun kits to a teenager was no random accident. For years, Defendant JSD proudly, publicly, yet falsely advertised that the guns assembled from its kits required no licensing, could be owned completely “off-the-books,” and required “absolutely no paperwork.” The consequences of Defendant JSD’s business practices were as predictable as they were tragic.
4. In the early morning hours of May 31, 2021, 17-year-old Defendant Thueme accidentally and negligently shot his then-best friend—Plaintiff Guy Boyd, also 17 years old at the time—in the face with one of the two pistols he assembled from the kits he bought from Defendant JSD.
5. Miraculously, Mr. Boyd survived but suffered devastating and life-altering permanent injuries. Mr. Boyd lost his right eye, will forever experience decreased physical and mental functionality, and, among other injuries, suffers from ongoing chronic and debilitating seizures that have nearly killed him and will continue to impact almost every aspect of his daily life.
6. Defendant JSD negligently and unlawfully provided a teenager with a gun, who then negligently yet foreseeably shot Mr. Boyd in the face, causing horrific, lifelong injuries. Mr. Boyd brings this action seeking relief for his injuries and trying to prevent such an avoidable tragedy from ever happening again.

PARTIES

7. Plaintiff Guy Boyd is a 19-year-old resident of Michigan.
8. Defendant JSD is a Pennsylvania limited liability company registered as Not An LLC, with a registered office at 106 Poplar Lane, Portersville, PA 16051, and a principal place of business

at 1052 New Castle Road, Prospect, PA 16052. On information and belief, its sole member and manager is non-party Jordan Vinroe.

9. Defendant Kyle Thueme is a resident of Michigan.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction pursuant to the Michigan Judiciary Act, MCL §§ 600.601, 600.605, 600.8301, because Mr. Boyd is domiciled in Michigan, was injured in Michigan, and the amount in controversy exceeds \$25,000.
11. This Court has personal jurisdiction over Defendant JSD because it transacted business with Defendant Thueme in Michigan, entered into a contract to furnish goods in Michigan, and did or caused an act to be done, or consequences to occur in the state resulting in a tort complained of. MCL § 600.715.
12. This Court has personal jurisdiction over Defendant Thueme because, at all times relevant, he was domiciled in Washtenaw County, Michigan, and his conduct at issue occurred in Michigan.
13. Venue is proper in this Court pursuant to MCL § 600.1621 because both Plaintiff and, upon information and belief, Defendant Thueme reside in Washtenaw County.

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. A “ghost gun” generally refers to a do-it-yourself, homemade gun that is assembled from commercially available building blocks.
15. The components of a ghost gun are typically sold in convenient and all-inclusive kits that are readily convertible to a fully functional firearm. This means that the purchaser need

only perform a minimal amount of work—typically limited to simply drilling a few holes and removing a few plastic tabs—for the component parts of the kits to be quickly assembled into an operable gun capable of firing bullets.

16. Although there is no standard definition, ghost guns generally share three key common characteristics: (i) they have no serial number; (ii) they are virtually untraceable by law enforcement; and (iii) their core building blocks (e.g., the frame for a pistol, or the receiver for a rifle) are acquired without a background check.
17. According to the federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (“ATF”), in 2022 alone, there were over 20,000 ghost guns recovered at crimes scenes, “a ten-fold increase from 2016.”¹
18. Ghost guns are particularly dangerous because they can be easily obtained by people who are not lawfully entitled to possess firearms, such as minors.
19. Teenagers, in turn, have been responsible for a number of recent and notorious deadly accidental shootings in which ghost guns were used.²

b. Defendant JSD’s Sale of Ghost Gun Kits

20. Defendant JSD was founded by its owner Mr. Vinroe in August 2013.
21. From JSD’s founding until February 2021, Mr. Vinroe operated Defendant JSD as a sole proprietorship.

¹ *Three-Month Campaign to Reduce Violent Crime Results in Seizure of 165 Firearms and 29 Prosecutions for Gun, Drug and Violent Crimes*, ATF (May 31, 2023), <https://perma.cc/67J8-2SY9>.

² See, e.g., Glenn Thrush, ‘Ghost Guns’: Firearms Kits Bought Online Fuel Epidemic of Violence, N.Y. Times (June 22, 2023), <https://perma.cc/9XYT-67H5>; Jacqueline Gutierrez, *Girl, 14, dies after getting shot in the head: Arvin PD*, KGET.com (Sept. 15, 2022, 9:24 AM), <https://perma.cc/GUH3-BCAA>; Taylor Wirtz, *Father speaks out on Andrew Byrd punishment involving ghost gun*, WINK (Aug. 10, 2022), <https://perma.cc/YL78-VYAU>; Yaron Steinbuch, *Georgia boy, 13, accused of accidentally killing sister with ‘ghost gun,’* N.Y. Post (Dec. 3, 2021, 3:59 PM), <https://perma.cc/R4CV-VTES>; Teri Figueroa, *Probation for man who supplied gun in fatal Carlsbad shooting then hid it from police*, San Diego Union-Trib. (Oct. 7, 2020, 7:47 PM), <https://perma.cc/3X4U-6B6J>.

22. In February 2021, Mr. Vinroe incorporated Not An LLC under Pennsylvania law as a newly formed limited liability company doing business as JSD Supply.
23. Defendant JSD is not and has never been a “licensed importer, licensed manufacturer, or licensed dealer”—or what is often referred to as a federal firearm licensee (“FFL”)—pursuant to 18 U.S.C. §§ 922(a), 923.
24. Neither Not An LLC nor any entity named “JSD Supply” has ever been an FFL.
25. Among other products, Defendant JSD distributes and sells ghost gun kits.
26. Defendant JSD often refers to its kits as “80% pistols,” but this is in fact a misnomer, meant to imply that purchasers need to complete the last 20% of assembly themselves to have a fully operable firearm. To be clear, these kits often contain “*everything* needed to finish your own pistol like a professional.”³
27. Defendant JSD has described itself as the “world’s largest retailer of 80% pistols,” a/k/a ghost gun kits.
28. Mr. Vinroe has admitted that Defendant JSD’s sale of ghost gun kits is JSD’s “entire business model” and that JSD’s “customers use [its] products to manufacture their own firearms.”⁴
29. At all times relevant, Defendant JSD offered two companion kits that, when purchased together, contained *all* the materials needed for purchasers to easily and quickly assemble Glock-style pistols in their home.⁵

³ <https://web.archive.org/web/20210421230717/https://jsdsupply.com/shop/pf940c-full-build-kit-minus-frame/> (emphasis added)

⁴ Declaration of Jordan Vinroe ¶¶ 4 & 5, *VanDerStok v. Garland*, No. 4:22-cv-691-O (N.D. Tex. Jan. 5, 2023), ECF No. 149-1.

⁵ *Polymer 80 PF940c*, JSD Supply (Apr. 22, 2021), <https://jsdsupply.com/shop/polymer-80-pf940c/> [<https://web.archive.org/web/20210422000025/https://jsdsupply.com/shop/polymer-80-pf940c/>]; *PF940c Build Kit, JSD Supply – Minus Frame*, JSD Supply (Apr. 21, 2021), <https://jsdsupply.com/shop/pf940c-full-build-kit-minus-frame/> [<https://web.archive.org/web/20210421230717/https://jsdsupply.com/shop/pf940c-full-build-kit-minus-frame/>]

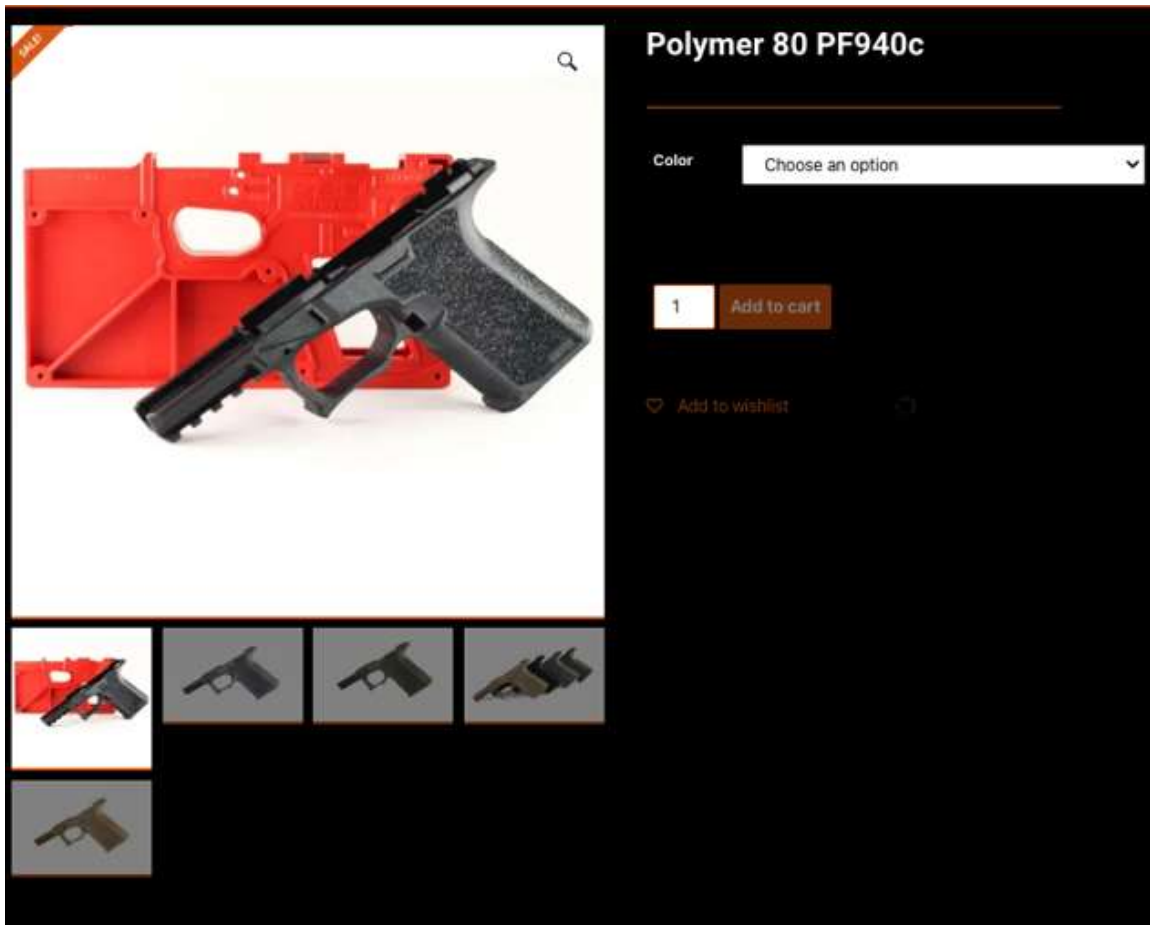
30. These two companion kits were referred to as the “Completion Kit” and the “Build Kit” (together, the “Kits”).
31. The first component was the Completion Kit, referred to on Defendant JSD’s website as the “Polymer 80 PF940c” or “Polymer 80 PF940c Completion Kit,” which contained *inter alia* a Polymer80 “frame” and a “jig.”⁶
32. This Completion Kit was misleadingly named, as it contains a frame of a pistol that was designed to be and in fact could readily be converted to be the fully functional frame of an operational firearm and therefore *itself* constituted a firearm under federal law. 18 U.S.C. § 921(a)(3)(B).⁷

frame/]. The archived links preserve the product offerings as they appeared on JSD’s website in April 2021, when Thueme twice purchased two ghost gun kits. Other material from JSD’s website reproduced throughout the Complaint likewise reflect archived reproductions from this time.

⁶ Was there any doubt that a buyer could obtain a *completed* firearm from Defendant JSD—and that Defendant JSD designed these products to do just that—the term “Completion Kit” should settle the matter.

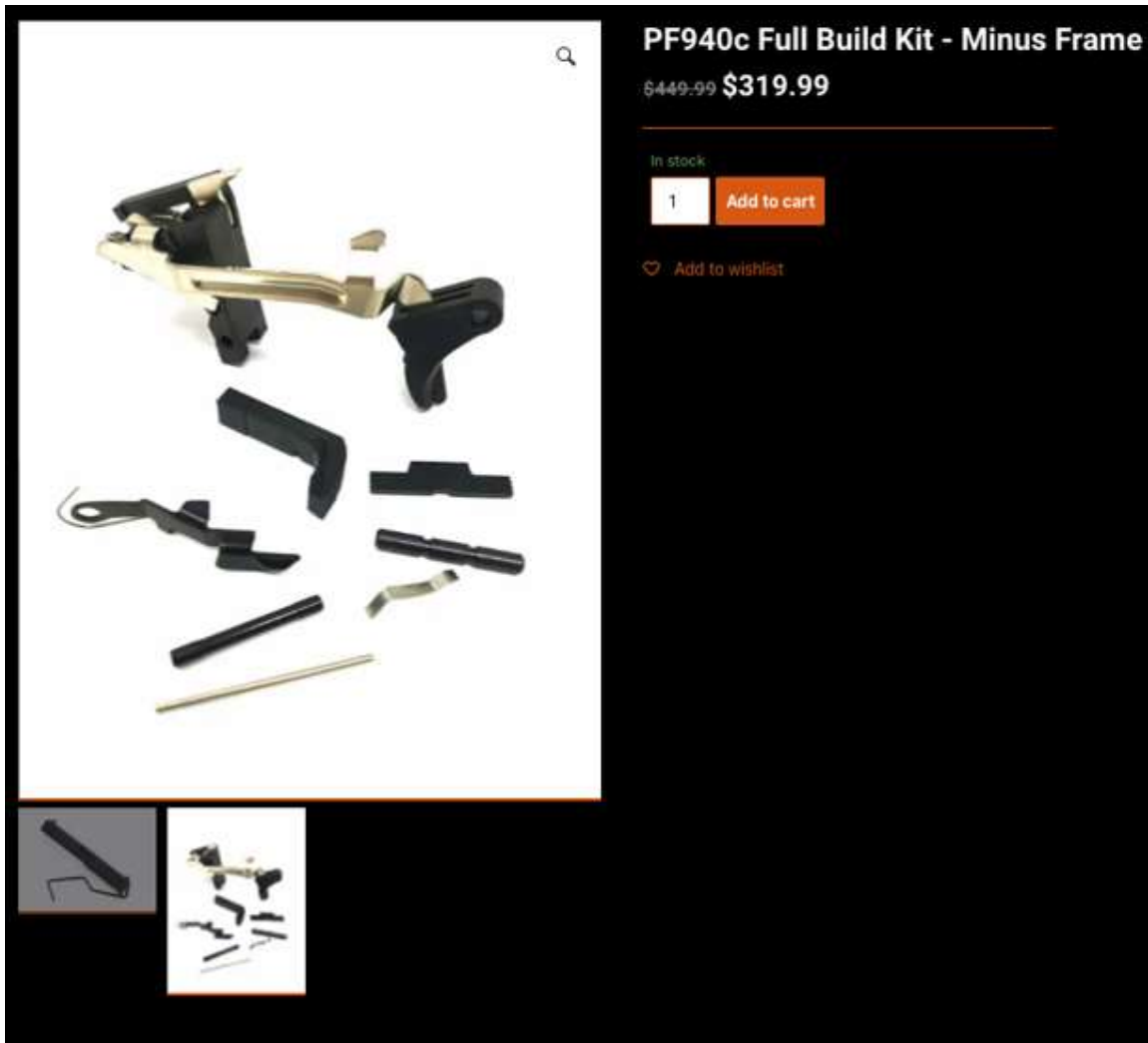
⁷ In this way it would be more logical if this component were called the “Build Kit,” since it meets the federal definition of a firearm and requires just a slight alteration to become recognizable as such.

33. The following is a historical snapshot of the product page on Defendant JSD’s website for the Completion Kit:



34. The “frame” is the central component of the pistol and is the black object pictured above.
35. The “jig” is a tool used to guide the drilling necessary to complete assembly of the pistol and is the red object pictured above.
36. The Completion Kit also included drill bits, a rear slide rail, and a custom locking block with slide rail.
37. The second component is the Build Kit, compiled and packaged by Defendant JSD and referred to on Defendant JSD’s website as the “PF940c Full Build Kit – Minus Frame.”

38. The following is a historical snapshot of the product page on Defendant JSD’s website for the Build Kit:



39. As noted on Defendant JSD’s website, the Build Kit included several component parts of an operable pistol: (i) a slide; (ii) a barrel; (iii) a “Complete Lower Parts Kit;” and (iv) a “Complete Slide Parts Kit.”

40. The Build Kit included all the parts needed to assemble an operable pistol other than the parts included in the Completion Kit (*e.g.*, the frame and a jig), which Defendant JSD’s website noted “will need to be purchased separately.”

41. As Defendant JSD made clear in several places on its website, the two companion Kits contained all the necessary components to quickly and easily build an operable pistol.
42. Together, JSD curated and designed these Kits to “readily be converted to expel a projectile by the action of an explosive” and therefore constituted a firearm under federal law. 18 U.S.C. § 921(a)(3)(A).
43. Defendant JSD encouraged customers to purchase both of the Kits by, for example, hyperlinking the separate web pages for the Completion and Build Kits to one another.
44. At all relevant times, both Kits were available for purchase through Defendant JSD’s website, which was accessible to all internet users, including teenagers—over 95% of whom use the internet daily.⁸

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. Defendant JSD repeatedly described the ease with which a customer could build a fully operable pistol upon their purchase of the two companion Kits, making clear that it designed these Kits “to readily be converted to expel a projectile by the action of an explosive.” *See* 18 U.S.C. § 921(a)(3)(A).
46. For example, Defendant JSD’s webpages for the companion Kits, at all relevant times, noted the following (all emphases added):
 - a. “*We provide all the tools and advice necessary* to help make your build an enjoyable project.”⁹

⁸ Monica Anderson et al., *Teens, Social Media & Technology 2023*, Pew Rsch. Ctr. (Dec. 11, 2023), <https://perma.cc/T56A-VCJN>.

⁹ <https://web.archive.org/web/20210422000025/https://jsdsupply.com/shop/polymer-80-pf940c/>

- b. “Our polymer 80 PF940c kit is *easy to complete* and we’ve even included the jig and bits.”¹⁰
 - c. “This build kit from JSD has *everything needed to finish your own pistol* like a professional, without the paperwork.”¹¹
 - d. “The PF940c parts kit is great for anyone who wants to own firearms off-the-books, is competent with *basic tools*, and has a safe place to build their gun.”¹²
47. Defendant JSD has posted step-by-step instructions for the assembly of a ghost gun that it sells on its YouTube channel.¹³
48. Defendant JSD has also repeatedly and boastfully marketed its ghost gun kits by touting the fact that if individuals purchase ghost gun kits from Defendant JSD—as opposed to purchasing guns elsewhere—they will come to possess completely off-the-books guns without any government involvement at all, *i.e.*, without any background check, registration, licensing, fee, or paperwork.
49. For example (all emphases added):
- a. Defendant JSD noted that its ghost gun kits will provide its customers with guns “*without the paperwork*” and “*off-the-books*.”¹⁴
 - b. Defendant JSD boasted that its ghost gun kits are sold with “[*n*]o *serialization, no background check, no government fee*.”¹⁵

¹⁰ *Id.*

¹¹ <https://web.archive.org/web/20210421230717/https://jsdsupply.com/shop/pf940c-full-build-kit-minus-frame/>

¹² *Id.*

¹³ JSD Supply, *MUP 1 Small Parts Assembly*, YouTube (Sep. 21, 2019), <https://www.youtube.com/watch?v=11w-ad4WVFU>; *see also* <https://web.archive.org/web/20210421193901/https://jsdsupply.com/faq/> (under the heading “Where Can I Learn to Finish my Gun?;” JSD wrote in part “The JSD Supply Youtube page is a good place to start.”).

¹⁴ <https://web.archive.org/web/20210421230717/https://jsdsupply.com/shop/pf940c-full-build-kit-minus-frame/>

¹⁵ <https://web.archive.org/web/20210421193357/https://jsdsupply.com/about-us/>

- c. Defendant JSD stated: “80% lower build kits are used to create fully functional firearms with *no registration or serial numbers required*. Build a reliable pistol or rifle in your own garage *with absolutely no paperwork*.”¹⁶
 - d. Defendant JSD encouraged customers: “If you are looking at having a handgun without the traditional headaches of background checks, registration, and serialization, building your firearm is worth considering.”¹⁷
 - e. Defendant JSD’s marketing materials further stated: “With any other guns, you go to the gun store, fill out a bunch of forms. They’ll run a background check, and depending on your state, you could wait awhile [*sic*]. With JSD Supply, you’ll have the 80 percent lower receiver and all the parts you need to finish a firearm yourself shipped to your door. *No paperwork. And without serialization, there is no way to track your purchase*. Buy from a supplier that respects your privacy and can actually help you protect it.”¹⁸
 - f. Defendant JSD advertised on its website that it “was founded based on a love of guns and *a hatred of paperwork*.”¹⁹
50. Defendant JSD’s uniquely dangerous method of marketing and distributing its ghost gun kits placed the public at risk of harm from the foreseeable misuse of guns by prohibited users, including minors.

¹⁶ <https://web.archive.org/web/20210421233919/https://jsdsupply.com/>

¹⁷ <https://web.archive.org/web/20210421221435/https://jsdsupply.com/80-lower-laws-and-legal-issues/>

¹⁸ <https://web.archive.org/web/20210421233919/https://jsdsupply.com/>

¹⁹ <https://web.archive.org/web/20210421222110/https://jsdsupply.com/80-percent-gun-kits-for-sale-what-to-look-for-jsd-supply/>

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. Guns are especially dangerous in the hands of children.
52. Gun violence is the leading cause of death for children and teenagers in the United States.²⁰
53. State and federal laws restrict the sale of guns to customers who are especially prone to misusing them, particularly minors.
54. Such age-restriction laws reflect the conclusive, abundant, and easily accessible scientific evidence showing that the ongoing process of brain development throughout adolescence significantly impacts self-control, decision-making, emotions, and risk-taking behaviors.
55. Defendant JSD should have known and did in fact know of the risks guns pose to children—*e.g.*, that: (i) firing a gun requires mental acuity, focus, and training; (ii) handling a gun may lead to malfunction, injury, or death; and (iii) these risks are exponentially more acute as to minors.
56. Separate from these risks being obvious, Defendant JSD’s specific awareness of these risks is evident from a March 2021 investigation by the Pennsylvania Attorney General’s Office concerning JSD’s potential sale of ghost gun kits to prohibited persons, including minors.
57. As a result of that investigation, Defendant JSD agreed that it would take steps to ascertain whether customers: (i) were of legal age to make a purchase and (ii) were not prohibited from possessing a firearm.
58. Just weeks after that agreement, however, Defendant JSD twice sold ghost gun kits to 17-year-old Defendant Thueme without verifying his age or whether he could lawfully possess a pistol (he could not).

²⁰ *WONDER Online Database: Underlying Cause of Death, Injury Mechanism & All Other Leading Causes*, CDC, <https://wonder.cdc.gov/Deaths-by-Underlying-Cause.html>.

59. Further, Mr. Vinroe has tried to avoid responsibility for the violence caused by his ghost gun products by pronouncing that “you can get keys and a pack of Budweiser and drunk drive, kill somebody too.”²¹
60. By making that (apt) comparison, Mr. Vinroe has effectively acknowledged that guns, like alcohol and cars, pose significant safety risks when used by minors and thus should not be sold without careful age-based vetting—not just in law but in practice—like those products are.
61. Therefore, Defendant JSD at all times knew or should have known, and it was reasonably foreseeable to it, that providing a prohibited minor the means to easily possess a gun could result in an unintentional gun death or injury.

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

a. Defendant Thueme Twice Unlawfully Purchased the Kits from Defendant JSD

62. In April 2021, Defendant Thueme was 17 years old.
63. On April 9, 2021, in a single internet order, Defendant Thueme purchased both the Build and Completion Kit from JSD for \$464.97. The purchase price included shipping directly to Defendant Thueme’s home in Ypsilanti, Michigan, where he lived with his parents.
64. Defendant Thueme’s parents had no involvement in Defendant Thueme’s purchase of the Kits.
65. Shortly after Defendant Thueme assembled a pistol from these Kits, his mother discovered and took the pistol away from him because he was underage.

²¹ NBC News, *Top Story with Tom Llamas – March 17: NBC News NOW*, YouTube (Mar. 17, 2022), <https://www.youtube.com/watch?v=-BUIEk8xwqw> (relevant portion of interview begins at 45:37; direct quotation occurs at 45:48).

66. On information and belief, Defendant Thueme knew that the reason his mother had confiscated the pistol was because he was too young to possess it.
67. On April 27, 2021, Defendant Thueme, who was still 17 years old, again visited JSD's website and again purchased the two companion Kits in a single order, this time for \$474.97, which again included shipping to the family's Ypsilanti home.
68. In neither of these transactions did Defendant JSD ask Defendant Thueme to verify his age, whether he was 18 or older, or whether he could lawfully possess a pistol.
69. Defendant JSD never used an age verification program; such programs are ubiquitous, easily available, and widely used by companies across numerous industries that sell age-restricted products, including other companies that sell firearms, firearms parts, and firearms accessories.
70. Had Defendant JSD ever verified Defendant Thueme's age, it would have known that he could not legally purchase or possess a pistol.
71. Defendant JSD also never asked Defendant Thueme to verify or certify that his possession of a pistol would be lawful in Michigan, the state where he resides and where Defendant JSD was to ship the Kits.
72. Defendant JSD never conducted a background check of any kind on Defendant Thueme.
73. Rather, at all relevant times, tucked away on a separate page of Defendant JSD's website titled "Terms and Conditions," Defendant JSD stated that "[t]o make a purchase from JSD Supply, you certify the following is true".²²

²² <https://web.archive.org/web/20210421192800/https://jsdsupply.com/terms-and-conditions/>

- You are a permanent resident or US citizen, nor have you renounced your citizenship.
- You have never been convicted of a felony.
- You have never been convicted of a crime punishable by more than one year in prison.
- You have never been convicted of a domestic violence crime misdemeanor.
- You have never been committed to a mental institution or adjudicated as mentally defective.
- You are not currently under a court order restraining you from stalking, threatening, or harassing a child or an intimate partner.

74. By incorporating this list onto its website, Defendant JSD acknowledged its own understanding that its products—including the two Kits—were too dangerous to be sold to certain categories of individuals, such as felons, domestic violence abusers, and mentally disabled people.
75. Notably, however, this list of certifications omitted any mention of age.
76. Despite the foregoing, Defendant JSD twice sold the two Kits from its location in Pennsylvania to Defendant Thueme at his Michigan residence.
77. As marketed on Defendant JSD's website, the two Kits that Defendant Thueme purchased together included all the parts needed to easily complete and assemble a functioning, able-to-fire, Glock-style pistol.
78. Defendant Thueme had no prior gunsmith or specialized training.
79. Defendant JSD, however, through its website, directed its customers to its YouTube page to learn how to complete and assemble a functioning pistol from its ghost gun kits.
80. On information and belief, Defendant Thueme, following those instructions, twice easily and quickly completed a fully functioning semi-automatic pistol from the Kits.
81. Defendant Thueme never obtained a license to possess a pistol from any governmental authority, paid a government fee, or completed any paperwork with any government authority.
82. According to a police report, in or around this time, Defendant Thueme stated that he purchased ammunition from an online seller called Outdoor Limited.

83. Ammunition, too, is closely regulated under federal law to prevent its purchase and misuse by minors.

84. But again, Defendant Thueme was easily able to acquire handgun ammunition online, notwithstanding the fact that he was too young to purchase it legally, because Outdoor Limited also did not require any meaningful age verification.

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

85. By May 2021, Defendant Thueme and Mr. Boyd had been best friends for over ten years.

86. The two frequently socialized inside a small RV parked in the driveway of Mr. Boyd's then-girlfriend's parents' home, which was located in Ypsilanti, Michigan.

87. On the night of May 30, 2021, and into the early morning of May 31, 2021, Defendant Thueme and Mr. Boyd were socializing in that RV, along with Mr. Boyd's then-girlfriend and another friend.

88. Each of the four individuals had been drinking alcohol and/or smoking marijuana.

89. According to the police report, at one point, Defendant Thueme displayed a gun and started "messin[g] with" it.

90. This gun was the pistol that Defendant Thueme had assembled from his second purchase of the companion Kits from Defendant JSD.

91. At one point, Defendant Thueme was holding the pistol such that the barrel was pointed directly at Mr. Boyd's face.

92. At that moment, Defendant Thueme pulled the trigger on the gun, "hoping it was empty." It wasn't.

93. Defendant Thueme accidentally shot Mr. Boyd in the face in his right eye.

94. The last thing Plaintiff Boyd remembers from that night is Defendant Thueme saying, after he had shot him, “I love you, bro.”
95. Plaintiff Boyd’s girlfriend’s mother called 911, and police and medical staff arrived shortly thereafter. They performed life-saving stabilization measures and took Mr. Boyd to St. Joseph Mercy Hospital.
96. There, his surgeon observed, among other significant damage, that in the upper portion of Mr. Boyd’s temporal region—*i.e.*, in the area surrounding the ear canal—Mr. Boyd had a wound with “brain tissue coming [out] through the skin.”
97. The surgeon then performed an emergency craniotomy, removing a portion of Mr. Boyd’s skull to allow surgical access to the brain.
98. After surgery, the surgeon told Mr. Boyd’s mother and stepfather that he could die and that the next 72 hours would be critical for him.
99. Mr. Boyd was then admitted into the hospital’s Intensive Care Unit.
100. Doctors could not remove all of the bullet fragments lodged in Mr. Boyd’s brain without a substantial risk of other potential adverse consequences. To this day, fragments remain lodged in his brain.
101. Mr. Boyd continues to suffer from devastating injuries, some of which he will experience for the rest of his life. These injuries include, but are not limited to:
 - a. Permanent loss of right eye;
 - b. Regular seizures, including a potentially deadly grand mal seizure, so much so that he is now considered epileptic, which significantly limits his mobility, ability to secure employment, ability to maintain social relationships, and quality of life;
 - c. Significant and often debilitating anxiety;

- d. Significant memory and reading issues; and
 - e. Significant visible scarring on his head, eye, and neck.
102. Long into the foreseeable future, Mr. Boyd will require frequent doctors' visits, therapies, and numerous and often costly prescription medications, many of which carry significant side effects that impact Mr. Boyd daily.
103. The malicious, willful, and wanton character of Defendant JSD's misconduct added insult to Mr. Boyd's injury.
104. Mr. Boyd experienced increasing shock, indignation, outrage, and betrayal as he learned more about the flagrant disregard Defendant JSD displayed for both public safety and his life, including by selling and shipping firearms directly to a minor in brazen defiance of the law and with utter indifference to the grave and foreseeable dangers of its conduct.

CLAIMS

COUNT I – Negligence (Against Defendant JSD)

105. Mr. Boyd repeats each allegation above as if set forth herein.
106. Defendant JSD had a duty to prevent foreseeable harm to Mr. Boyd.
107. Defendant JSD's sale of ghost gun kits to Defendant Thueme without verifying his age in any way deviated from the standard of care a reasonable person would use under like circumstances.
108. Indeed, as a seller of the companion Build and Completion Kits—which are inherently highly dangerous instrumentalities—Defendant JSD was required to exercise a high degree of care.
109. Defendant JSD also had a duty to keep children under 18 from purchasing or possessing handguns and pistols in order to prevent foreseeable harm.

110. Defendant JSD illegally sold the Kits to Defendant Thueme, who assembled a pistol from their contents within minutes and with which he accidentally shot Mr. Boyd.

111. Defendant JSD's sale of the Kits to Defendant Thueme also violated numerous laws, including:

- a. MCL § 28.422, by not filling out a license form after selling or otherwise providing Defendant Thueme a pistol and by aiding and abetting Defendant Thueme's underage and unlicensed purchase and possession of a pistol.
- b. Multiple provisions of Michigan's Consumer Protection Act ("MCPA"), namely MCL §§ 445.903(1)(c), (n), (cc), by falsely stating that the pistol Defendant Thueme would assemble from the Kits need not be registered or licensed, can be totally "off-the-books," and requires "absolutely no paperwork."
- c. The Youth Handgun Safety Act of 1993, 18 U.S.C. § 922(x), by selling, delivering, or otherwise transferring a handgun to a juvenile.
- d. The Federal Gun Control Act of 1968, 18 U.S.C. §§ 922(a)(1)(A), 923, by engaging in the business of dealing in firearms by selling the Kits and shipping them in interstate commerce without a license to be an FFL, which in turn allowed Defendant JSD to circumvent a bevy of Michigan and federal laws that govern an FFL's sale of firearms, handguns, and pistols.²³

²³ For example, Michigan law requires that all FFLs (a) provide to gun purchasers a secure storage or safety device, MCL § 28.435(1); (b) sign a statement that safety devices and/or warnings have been provided to the purchaser and require the purchaser to sign a similar statement, MCL § 28.435(4); and (c) record pistol sales information in a Pistol Sales Record, known as a Form RI-060, MCL § 28.422a(2). Federal law requires that all FFLs (a) not sell a shotgun or rifle to minors and not sell a handgun to anyone under twenty-one years old, 18 U.S.C. § 922(b)(1); (b) conduct background checks, 18 U.S.C. § 922(t)(1); (c) obtain sworn statements from online purchasers that confirm the legality of purchases, 18 U.S.C. § 922(c); (d) not ship firearms directly to an individual purchaser, 18 U.S.C. § 922(a)(2); and (e) provide handgun purchasers with a secure storage or safety device, 18 U.S.C. § 922(z).

112. The foregoing laws are safety statutes that were intended to protect against the harms caused by the possession and purchase of firearms by certain classes of purchasers, including minors, whom the legislature determined were unfit because of the danger they posed to the public.
113. The foregoing laws were also intended to protect against the harms caused by unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce.
114. Mr. Boyd was within the class intended to be protected by the foregoing laws.
115. Defendant JSD's violation of the foregoing laws, as well as others, creates a presumption of negligence.
116. But for Defendant JSD's sale of the Kits to Defendant Thueme, Defendant Thueme would not have shot Mr. Boyd.
117. Defendant JSD's violations of the foregoing laws, as well its circumvention of these laws and breach of its duty to prevent members of the public such as Mr. Boyd from harm flowing from the unlawful or reckless misuse of guns by minors, proximately caused Mr. Boyd's injuries.
118. For all the reasons alleged above, it was reasonably foreseeable to Defendant JSD that Defendant Thueme—a minor—would use the Kits he purchased from Defendant JSD in a negligent and dangerous manner.
119. Defendant JSD's negligent, reckless, and intentional sale of the Kits to Defendant Thueme foreseeably resulted in and was a proximate cause of Mr. Boyd's injuries.
120. Mr. Boyd suffered and continues to suffer substantial damages, including physical and emotional harm, as a result Defendant JSD's negligence, for which Mr. Boyd is entitled to recover.

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

121. Mr. Boyd repeats each allegation above as if set forth herein.

122. Defendant Thueme had a duty to prevent foreseeable harm to Mr. Boyd.
123. Indeed, as the possessor of a pistol—an inherently dangerous instrumentality—Defendant Thueme was required to exercise a high degree of care when using it.
124. Defendant Thueme’s possession of the unlicensed firearm was in violation of MCL § 750.234f(1), a penal statute, as well as various additional Michigan statutes, including MCL § 28.422.
125. Mr. Boyd was within the class intended to be protected by the foregoing laws.
126. Defendant Thueme’s violation of the foregoing laws creates a presumption of negligence.
127. Defendant Thueme also breached his duty of care by negligently and unreasonably brandishing and pointing a pistol at Mr. Boyd and pulling the trigger, hoping the pistol was unloaded.
128. This conduct deviated from the care a reasonable person would use under like circumstances.
129. But for Defendant Thueme’s negligent brandishing and pulling the trigger of the pistol, he would not have shot Mr. Boyd in the face.
130. Defendant Thueme’s negligent and illegal conduct foreseeably resulted in and was a proximate cause of Mr. Boyd’s injuries.
131. Mr. Boyd suffered and continues to suffer substantial damages, including physical and emotional harm, as a result Defendant Thueme’s negligence, for which Mr. Boyd is entitled to recover.

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

132. Mr. Boyd repeats each allegation above as if set forth herein.
133. Defendant JSD sold the Kits to Defendant Thueme negligently and in violation and circumvention of myriad Michigan and federal laws.

134. Each of the laws that Defendant JSD violated and/or circumvented in selling the Kits to Defendant Thueme were public safety statutes, intended to protect Mr. Boyd and the public from injuries caused by guns at the hands of prohibited possessors, including minors.
135. Defendant JSD's violation of the foregoing laws creates a presumption that it negligently entrusted a pistol to a minor.
136. Indeed, a pistol entrusted to a minor poses an unreasonable risk of physical harm to the minor and to others.
137. State law recognizes a general duty to prevent minors from possessing firearms.
138. At the time Defendant JSD sold and delivered the Kits to Defendant Thueme, it was willfully blind to the fact, and therefore knew, or reasonably should have known, that Defendant Thueme, a 17-year-old, was not of sufficient age to legally possess, receive, or purchase a pistol.
139. Defendant Thueme was an incompetent trustee by virtue of his age.
140. In turn, and as alleged above, Defendant Thueme negligently misused the firearm that was negligently entrusted to him by Defendant JSD, thereby causing substantial damages to Mr. Boyd.
141. Defendant JSD's negligence was the but-for cause of Mr. Boyd's injuries and was the foreseeable consequence of negligently entrusting an inherently dangerous instrumentality to a minor.
142. Defendant JSD's illegal, reckless, and negligent entrustment of the Kits to Defendant Thueme foreseeably resulted in and was a proximate cause of Mr. Boyd's injuries.
143. Mr. Boyd suffered substantial damages, including physical and emotional harm, as a result of Defendant JSD's negligent entrustment, for which he is entitled to recover.

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

144. Mr. Boyd repeats each allegation above as if set forth herein.
145. Mr. Boyd is a “person who suffer[ed] a loss” within the meaning of the Michigan Consumer Protection Act (“MCPA”). MCL § 445.911(3).
146. Defendant JSD engaged in trade or commerce within the meaning of the MCPA by selling the Kits for personal use, including to Defendant Thueme.
147. The MCPA prohibits unfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce. MCL § 445.903(1).
148. The practices prohibited by the MCPA include “[c]ausing a probability of confusion or of misunderstanding as to the legal rights, obligations, or remedies of a party to a transaction.” MCL § 445.903(1)(n).
149. In the way that Defendant JSD sold the Kits to Defendant Thueme, Defendant JSD caused a probability of confusion or misunderstanding as to the legal rights of the parties to the transaction, by falsely stating that the pistol Defendant Thueme would assemble from the Kits need not be registered or licensed, could be totally “off-the-books,” and required “absolutely no paperwork,” and by unreasonably and indefensibly taking no steps to verify or certify Defendant Thueme’s age.
150. The MCPA also prohibits sellers from “[r]epresenting that goods . . . have . . . approval, characteristics . . . [or] benefits . . . that they do not have.” MCL § 445.903(1)(c).
151. Again, Defendant JSD represented that a characteristic and benefit of a pistol assembled from the Kits that it sold was that the resulting firearm could be unlicensed, owned “off-the-books,” and required “absolutely no paperwork.”

152. The pistols assembled from the Kits that Defendant JSD sold to Defendant Thueme did not have those characteristics or benefits.
153. The MCPA also prohibits sellers from “[f]ailing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.” MCL § 445.903(1)(cc).
154. Defendant JSD represented that a customer who builds a pistol out of the Kits would obtain a pistol requiring no license, registration, or paperwork, failing to reveal that, under Michigan law, all pistols need to be licensed, on-the-books, and require paperwork to be licensed.
155. Defendant JSD knew these representations were false or made them recklessly, without knowing whether they were true, and, upon information and belief, intended that customers like Defendant Thueme would rely on them.
156. On information and belief, Defendant Thueme decided to purchase the Kits from Defendant JSD in reliance on its representations to Defendant Thueme that, after a quick and simple assembly, Defendant Thueme would own an un-serialized, “off-the-books” pistol that he would not have to license with any governmental authority, nor would he have to submit any paperwork, or pay a government fee.
157. Additionally, Defendant JSD failed to verify or certify Mr. Thueme’s age or other aspects of his ability to lawfully possess a gun.
158. Defendant JSD also failed to reveal material facts concerning pistol licensing, storage, and safety devices, and these omissions tended to mislead its Michigan customers.
159. Upon information and belief, Defendant JSD knew that the failure to reveal these material facts would create a false impression and intended that customers like Defendant Thueme rely on that resulting false impression.

160. Defendant JSD's violations of the MCPA directly induced and allowed Defendant Thueme to possess the pistol with which he shot Mr. Boyd.

161. Defendant JSD's violations of the MCPA therefore caused Mr. Boyd to suffer a substantial loss and foreseeably resulted in and were a proximate cause of Mr. Boyd's injuries, for which Mr. Boyd is entitled to recover.

PRAYER FOR RELIEF

WHEREFORE, Mr. Boyd prays for relief and demands judgment in his favor on each of his claims against Defendants as follows:

- (a) Adjudging that Defendants' acts alleged herein violated Mr. Boyd's rights;
- (b) Entering judgment in favor of Mr. Boyd and ordering that Mr. Boyd shall recover
 - (i) compensatory damages to compensate Mr. Boyd for his past, present, and future pain, suffering, and other hardships arising from the Defendants' conduct and
 - (ii) punitive and/or exemplary damages against each of the Defendants, as the malicious, willful, and wanton nature of their misconduct inflicted further humiliation, outrage, and indignity on Mr. Boyd;
- (c) Awarding Mr. Boyd the costs of the suit herein, including but not limited to attorney's fees; and
- (d) Granting such other and further relief as this Court deems just and proper.

Dated: March 11, 2024

By:



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Student Attorney for Plaintiff



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**CIVIL-CRIMINAL LITIGATION
CLINIC**

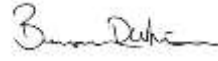
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**Pro hac vice* applications
forthcoming