

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

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

Plaintiffs,

v.

CASE NO: CL2023-06260

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

Defendants

**MEMORANDUM OF POINTS AND AUTHORITIES IN OPPOSITION TO
DEFENDANT SALVO TECHNOLOGIES, INC.'S MOTION TO DISMISS AND,
IN THE ALTERNATIVE, REQUESTING JURISDICTIONAL DISCOVERY**

Plaintiffs' decedents, Calvin Van Pelt and Ersheen Elaiaiser, both 17-year-old Fairfax County high-school students, were shot to death by Defendant Zackary Burkard with a handgun that Burkard had purchased online in kit form and assembled himself—a ghost gun, so called because it lacks a serial number and is sold without a background check. Am. Compl. ¶¶ 16-17, 91, 99, 105-12. Burkard obtained the ghost gun from a website called "80P Builder," which sold and shipped it to Burkard's home in Fairfax County, Virginia. *Id.* ¶ 96; Kamdang Decl. ¶ 21 (attached as Exhibit 1). As the Amended Complaint alleges, 80P Builder is an e-commerce website that sold ghost-gun building kits to consumers in Virginia without conducting background checks or age verification. Am. Compl. ¶¶ 4, 81, 83, 136. Plaintiffs allege that 80P Builder negligently sold an all-parts-included ghost-gun kit—a firearm, under federal law—to the 18-year-old Burkard without confirming that he was old enough to purchase the firearm or doing a background check. *Id.* ¶¶ 93-94, 124, 142-43. In fact, Burkard would have failed a background check or age verification, had either been administered, since, under federal law, handguns cannot be sold by licensed dealers to anyone the dealer knows or has reasonable cause to believe is under 21. *Id.* ¶¶ 32, 94-95; *see* 18 U.S.C. § 922(b)(1). Plaintiffs thus seek to hold the operators of 80P

Builder—including moving Defendant Salvo Technologies, Inc. d/b/a 80P Builder, *see* Am. Compl. ¶¶ 18, 22—responsible for their role in causing the deaths of Calvin and Ersheen.

As the owner of an interactive website that sells products to Virginia residents, Salvo is subject to personal jurisdiction in Virginia. Focusing on the alleged date of 80P Builder’s sale to Burkard,¹ Salvo argues that it is not subject to jurisdiction in Virginia because it “had no interest in the website” on that date. Br. 4. This argument fails. First, personal jurisdiction is proper because Salvo is alleged to have participated in a conspiracy to sell ghost guns into Virginia, and the gun sale to Burkard was in furtherance of that conspiracy. Accordingly, regardless of when Salvo joined the conspiracy, personal jurisdiction lies on the basis of its status as a co-conspirator. Second, the claim that Salvo had no interest in 80P Builder at the time the gun was sold to Burkard—integral to Salvo’s motion—is not alleged in the Amended Complaint and has not been proven by Salvo’s proffered evidence. The precise date of the sale to Burkard and the timeline of Salvo’s involvement with 80P Builder are central to this case and should be confirmed through fact discovery. Third, the Amended Complaint adequately alleges that Salvo can be held liable for the actions of the website’s prior owner(s), even if it acquired the website after the sale at issue, based on successor liability. This provides an additional, independently sufficient basis for denying Salvo’s motion. Finally, at a minimum, whether Plaintiffs can establish successor liability should not be decided at this early stage without a full evidentiary record.

ARGUMENT

“[O]n a motion to dismiss Plaintiffs need only establish a *prima facie* case of personal jurisdiction.” *Massey Energy Co. v. United Mine Workers of Am.*, 69 Va. Cir. 118, 120 (2005). “This

¹ Plaintiffs alleged that Burkard bought the firearm kit from 80P Builder “[o]n or around February 1, 2021.” Am. Compl. ¶ 91. This allegation was based on a photo from Burkard’s criminal file of a package addressed to Burkard, from 80P Builder, appearing to show that date on the label. *See* Kamdang Decl. ¶ 21 & Ex. W. Burkard has represented that this package contained the kit used to assemble the handgun at issue in this case. *Id.* ¶ 21.

Court must draw all reasonable inferences and resolve all factual disputes in Plaintiff's favor.” *Id.* A defendant may not “avoid personal jurisdiction simply by filing an affidavit denying all jurisdictional facts.” *Id.* at 120-21 (citation omitted). “[W]hen the ‘jurisdictional facts and the facts central to [the underlying] claim are inextricably intertwined, the trial court should ordinarily assume jurisdiction and proceed to the intertwined merits issues.” *Seymour v. Roanoke Cnty. Bd. of Supervisors*, 301 Va. 156, 166 n.3 (2022) (alteration in original) (citation omitted).

A. The Court has personal jurisdiction over Salvo Technologies.

“A court may exercise personal jurisdiction over a person ... as to a cause of action arising from the person’s ... [t]ransacting any business in this Commonwealth” Va. Code Ann. § 8.01-328.1(A)(1). “Because [this] statute speaks of transacting *any* business, it is a single-act statute requiring only one transaction in Virginia to confer jurisdiction on [Virginia] courts.” *Nan Ya Plastics Corp. U.S.A. v. DeSantis*, 237 Va. 255, 260 (1989). Indeed, “[t]he function of [Virginia’s] long-arm statute is to assert jurisdiction over nonresidents who engage in some purposeful activity in Virginia, to the extent permissible under the Due Process Clause of the Constitution.” *Id.* at 259. Consequently, “the statutory inquiry necessarily merges with the constitutional inquiry, and the two inquiries essentially become one.” *Massey Energy*, 69 Va. Cir. at 121 (citation omitted).

Personal jurisdiction exists “where the defendant has a national interactive e-commerce website that generates a small amount of e-commerce sales in the forum state.” *Thousand Oaks Barrel Co. v. Deep S. Barrels LLC*, 241 F. Supp. 3d 708, 716 (E.D. Va. 2017). Courts distinguish between “a ‘passive’ website, through which a defendant can only display information” and “an ‘active’ website,” which “allows a defendant to enter into contracts, make transactions, and presents a much stronger case for the exercise of specific jurisdiction.” *Robinson v. Bartlow*, No. 12-cv-24, 2012 WL 4718656, at *5 (W.D. Va. Oct. 3, 2012) (citation omitted); *accord Malcolm v. Esposito*, 63 Va. Cir. 440, 445 & n.1 (2003). “Because visitors to the [80P Builder] website can

view products, prices, and place orders, it is best described as the ‘active’ variety.” *Robinson*, 2012 WL 4718656, at *5; *see* Am. Compl. ¶ 71. “In cases where a defendant is ‘clearly doing business through its web site in the forum state, and where the claim relates to or arises out of the web site, ... personal jurisdiction exists.” *Savvy Rest, Inc. v. Sleeping Organic, LLC*, No. 18-cv-30, 2019 WL 1435838, at *5 (W.D. Va. Mar. 29, 2019) (citation omitted). Personal jurisdiction is thus proper as to the owners of 80P Builder, including Salvo, because they sold ghost-gun kits to Virginia residents (including Burkard) through 80P Builder. Am. Compl. ¶¶ 18, 81.

B. Salvo’s attempts to negate jurisdiction fail.

1. The sale to Burkard was in furtherance of Salvo’s conspiracy to sell ghost guns into Virginia.

“[A] defendant who joins a conspiracy knowing that acts in furtherance of the conspiracy have taken or will take place in the forum state is subject to personal jurisdiction in that forum” *Nathan v. Takeda Pharms. Am. Inc.*, 83 Va. Cir. 216, 231 (2011). As long as the defendant’s “co-conspirators have sufficient contacts with the forum” and the defendant “knew, or should have known, that acts in furtherance of the conspiracy would be committed in the forum,” personal jurisdiction over that defendant is proper. *Id.* (citation omitted).

Plaintiffs have alleged that Salvo conspired with Defendants Okori, LLC, BUL USA, LLC, and Polymer80, Inc. to obtain ghost-gun kits and to resell those kits to consumers in Virginia. Am. Compl. ¶¶ 4, 176, 184-85, 187. Also, Plaintiffs have alleged that 80P Builder’s sale of a ghost-gun kit to Burkard in Virginia was in furtherance of this conspiracy and resulted in the deaths of Calvin and Ersheen. *Id.* ¶¶ 185, 188. It is undisputed for purposes of this motion that Salvo: owns and operates 80P Builder, has sold gun-building kits and other products to residents of Virginia through 80P Builder, and continues to sell firearm components and accessories to residents of Virginia through 80P Builder today. *See id.* ¶¶ 18, 22, 71, 81; Kamdang Decl. ¶ 20 &

Ex. V. Salvo's position is simply that these contacts with Virginia are irrelevant and only the specific sale to Burkard bears on the question of jurisdiction. *See* Br. 3-4.

Plaintiffs are not yet certain which defendant conspirator(s)—Salvo, Okori, and/or BUL USA—operated 80P Builder on the day of the sale to Burkard, nor the role each played in that sale, because there is conflicting evidence about which entity was responsible for 80P Builder and whether these entities were or are, in fact, separate.² And, as noted above, Plaintiffs are not yet certain when the gun was sold to Burkard. But these factual issues do not matter at this stage, because, according to the allegations in the Amended Complaint, Salvo, Okori, and BUL USA all conspired to sell ghost guns to Virginia residents prior to and continuing after December 2020, and the sale to Burkard was in furtherance of that conspiracy. Am. Compl. ¶¶ 184-85; *see Nathan*, 83 Va. Cir. at 231. Whoever was in charge of 80P Builder on the day of that sale—whoever sold the ghost gun to Burkard—thereby transacted business in Virginia and established sufficient contacts for this Court to exercise personal jurisdiction. *See supra* Section A.³ Because these contacts are “imputed against” the other co-conspirators, *Massey Energy*, 69 Va. Cir. at 124, personal jurisdiction over Salvo—indeed, over all three—is proper. *Cf. Crawford v. Jimenez Arms, Inc.*, No. 1916-CV17245, slip op. at 3 (Mo. Cir. Ct. Feb. 3, 2020) (finding personal jurisdiction where defendant allegedly engaged in conspiracy that touched forum state and resulted in plaintiff's death, and observing that “merely focusing on the single transaction involving the

² Plaintiffs initially identified Salvo and BUL USA as owners of 80P Builder through public filings by each company registering the “80PBuilder” trade name. *See* Kamdang Decl. ¶¶ 9, 14, 24. After Plaintiffs filed this case, Salvo declared that it had purchased 80P Builder, on March 1, 2021, from “Okori LLC.” Bass Decl. ¶¶ 3-5. The sole official and registered agent of Okori was Jesse Sousana, who was also the sole owner and sole employee of BUL USA. Kamdang Decl. ¶ 7 & App. 1; Sousana Decl. ¶¶ 2-3, July 28, 2023. And Sousana is an employee of Salvo. Am. Compl. ¶ 117. Plaintiffs have not yet had a chance to explore this web of interrelated entities in discovery.

³ Salvo makes no argument that this Court lacks jurisdiction over whichever entity actually sold the gun to Burkard but instead “incorporates by reference” Defendant Okori's brief on the subject. Br. 4 n.2. If the Court is inclined to consider the arguments made by Okori in deciding Salvo's motion, Plaintiffs request that this Court also consider Plaintiffs' arguments in opposition to Okori's motion. Mem. P. & A. in Opp'n to Okori's Mot. to Dismiss 2-6.

actual murder weapon ... ignores plaintiffs' actual complaint") (attached as Exhibit 2).⁴

2. *It is premature to conclude that Salvo did not sell the ghost gun to Burkard.*

Salvo's motion also fails because this Court has too thin a record to decide whether Salvo negligently and illegally sold a firearm to Burkard. Salvo does not argue that, taking Plaintiffs' allegations as true, they do not establish personal jurisdiction; rather, Salvo argues, in reliance on its own evidence, that it was not responsible for the illegal sale in the first place. *See* Br. 3. But that is not a question about jurisdiction; that is one of the central substantive merits issues in the case. *Cf. Verizon Online Servs., Inc. v. Ralsky*, 203 F. Supp. 2d 601, 609 n.6 (E.D. Va. 2002) ("As a general matter, when jurisdictional facts are inextricably intertwined with underlying claims, the proper course is to resolve the issue by proceeding on the merits.").

The gravamen of Salvo's argument is that, whereas Plaintiffs alleged that the sale at issue occurred "[o]n or around February 1, 2021," Am. Compl. ¶ 91, Salvo has declared that it purchased the 80P Builder website on March 1, 2021, Bass Decl. ¶¶ 3-4. *See* Br. 3. But the declaration does not state—much less prove—that Salvo had no responsibility for 80P Builder before that date. *See* Bass Decl. Nor do Plaintiffs' allegations foreclose the possibility that Salvo was at least partially responsible for the operation of 80P Builder just a few weeks before March 1, 2021. At a minimum, Salvo's argument cannot be sustained without discovery into both the precise date of the sale to Burkard and the first date that Salvo became involved with 80P Builder.⁵

⁴ To the extent Salvo may try to argue that it could not have joined the conspiracy until it executed the purchase agreement in March 2021, the Amended Complaint alleges otherwise, *see* Am. Compl. ¶ 184, and ultimately that is a fact question to be decided after discovery. Moreover, personal jurisdiction over a co-conspirator can arise even from acts that "have taken ... place in the forum state" before the co-conspirator joined the conspiracy. *Nathan*, 83 Va. Cir. at 231; *accord* 16 James Wm. Moore et al., *Moore's Federal Practice* § 108.42[3][b][i].

⁵ When it purchased 80P Builder, Salvo obtained, among other things, "customer contact information," "customer files," and "sales history as far back as is available." Bass Decl., Ex. 1, ¶ 1(b), (e). Consequently, Salvo—unlike Plaintiffs—*should know* when 80P Builder sold the ghost-gun kit to Burkard, yet Salvo has not come forward with that evidence. Salvo should not be able to dismiss itself from the case by choosing to share with the Court only the evidence that favors its position and holding back everything else. *Cf. Duke v. Luck*, 150 Va. 406, 411 (1928) (observing that defendants' "failure to produce" evidence in their possession "creates a presumption that such evidence, if produced, would have tended to show that they were responsible for the injury").

3. *Plaintiffs' complaint sufficiently alleges successor liability.*

Regardless, taking all reasonable inferences in Plaintiffs' favor, as the Court must, Plaintiffs sufficiently allege that Salvo is liable as the successor of 80P Builder's previous owner. Generally, the liabilities of a predecessor company may not be imposed on a successor, but this rule has exceptions. *See Harris v. T.I., Inc.*, 243 Va. 63, 70 (1992); *Bernard v. Kee Mfg. Co.*, 409 So. 2d 1047, 1049 (Fla. 1982).⁶ As relevant here, successor liability may be imposed on an asset purchaser like Salvo if (1) the successor impliedly agrees to assume such liabilities or (2) there was a de facto merger of the two companies. *See Harris*, 243 Va. at 70; *Bernard*, 409 So. 2d at 1049. Plaintiffs have sufficiently alleged successor liability through either or both of these theories.

a. A successor's assumption of liability can be implied. *See MDM Assocs. v. Johns Bros. Energy Techs.*, 59 Va. Cir. 295, 302 (2002); *Winn-Dixie Stores, Inc. v. LJD & A Corp.*, No. 13-cv-1172, 2014 WL 4373369, at *4 (M.D. Fla. Sept. 3, 2014). Adopting contract rights, completing existing contracts, purchasing inventory, purchasing trade accounts, occupying existing premises, and hiring former employees have all been found to imply an assumption of liability. *See, e.g., States Roofing Corp. v. Bush Constr. Corp.*, 15 Va. App. 613, 618 (1993). In *States*, the Virginia Court of Appeals concluded that the successor implicitly assumed liability of the predecessor because it (1) purchased the predecessor's equipment, trade accounts, contract rights, and inventory; (2) occupied most of the existing business locations; (3) maintained, fulfilled, and enforced a contract that the predecessor had entered into; and (4) sought payment pursuant to an agreement that the predecessor had entered into. 15 Va. App. at 614-18.

⁶ Salvo argues that Florida law should apply to this analysis. Br. 5. Plaintiffs do not agree. "[T]he practical feature of any theory of corporate successor liability ... is that the consequences of the predecessor's acts are visited upon the successor." *Crawford Harbor Assocs. v. Blake Constr. Co.*, 661 F. Supp. 880, 883 (E.D. Va. 1987). Thus, the successor stands in the place of the predecessor "for all purposes, including personal jurisdiction in the first instance." *Id.* Because Virginia law applies to the merits of Plaintiffs' claims, Virginia law also dictates whether personal jurisdiction exists over Salvo. *See id.* Even so, Plaintiffs include case law from both states for the Court's convenience; and Plaintiffs agree with Salvo that the outcome should be the same under either state's law, *see* Br. 5 n.3.

Based on the facts and allegations currently before this Court, an assumption of liability can be implied here. *First*, the owners of Okori continued to manage the 80P Builder website for Salvo after the sale. Am. Compl. ¶ 117. *Second*, Salvo undertook to continue the relationship with 80P Builder’s suppliers after taking over operation of the website. *See* McCalmon Decl. ¶¶ 6-7, 9-10 (attached to Polymer80’s Motion to Dismiss). *Third*, Salvo sought to continue the relationships with 80P Builder’s suppliers and customers by buying lists of both. Am. Compl. ¶ 116. *Fourth*, Salvo held itself out to customers like Burkard as the “ongoing concern of its predecessor”—and in so doing, “made a continued, active effort to maintain the same customers,” *Harris*, 243 Va. at 66; *see* Am. Compl. ¶¶ 116, 118.⁷ Salvo should not be able to have “acquired its predecessor’s goodwill” while also avoiding any liability, *Harris*, 243 Va. at 66.⁸

b. “A de facto merger occurs where one corporation is absorbed by another, but without compliance with the statutory requirements for a merger.” *Chi. Title Ins. Co. v. Alday-Donalson Title Co. of Fla.*, 832 So. 2d 810, 814 (Fla. Dist. Ct. App. 2002) (citation omitted).⁹ There are four factors for finding a de facto merger: “(1) continuity of enterprise; (2) continuity of shareholders; (3) cessation of operations by seller; and (4) assumption of the obligations necessary to uninterrupted continuation of normal business operations.” *Augusta Lumber Co. v. Broad Run Holdings, LLC*, 71 Va. Cir. 326, 328 (2006). All are present here.

The first and fourth factors are adequately pleaded because the Amended Complaint alleges that operation of the 80P Builder webstore continued uninterrupted, under Jesse

⁷ For example, although the terms of service changed with the change in ownership, the warranty offered by 80P Builder continued. *See* Kamdang Decl., Exs. U & V. As such, Salvo would have responded to or satisfied any customer-service requests by Burkard—or any other Virginia resident—regardless of the purchase date.

⁸ Salvo argues that an indemnification provision in the purchase agreement refutes any assumption of liabilities. Br. 6-7. But the existence of such a provision is not relevant to this analysis. *See, e.g., Winn-Dixie Stores*, 2014 WL 4373369, at *2, *4 n.7; *see also* Br. 6 n.5 (“Indemnification and assumption of liabilities are distinct legal concepts.”).

⁹ For this reason, Salvo’s objection that “the APA disclaims any merger,” Br. 8, is irrelevant. It is undisputed that Okori and Salvo did not officially merge.

Sousana’s continuous management, both before and after the sale to Salvo. *See* Am. Compl. ¶¶ 117-19. Under both Salvo and its previous owners, 80P Builder had the same management, personnel, assets, and retail location (i.e., its website); that is continuity of enterprise. *See Augusta Lumber*, 71 Va. Cir. at 328-29; *Chi. Title*, 832 So. 2d at 814.¹⁰ And when buying 80P Builder, the Amended Complaint alleges that Salvo took over the obligations necessary to continue operations of 80P Builder, including “[a]ll rights under any and all customer contracts.” Am. Compl. ¶ 116.

The second factor—continuity of shareholders—has also been alleged. The owners of Okori were paid with Salvo stock and thereby became Salvo shareholders. *Id.* ¶ 117; *see Chi. Title*, 832 So. 2d at 814 (noting that “continuity of the stockholders” is “accomplished by paying for the acquired corporation with shares of stock” (citation omitted)); *e.g., Augusta Lumber*, 71 Va. Cir. at 328-29 (predecessor’s assets exchanged for interest in successor).

The third factor is satisfied because Okori’s ghost-gun business is no longer operating. *See* Am. Compl. ¶ 116 (alleging that Salvo obtained “virtually all” of Okori’s 80P Builder assets); *id.* ¶ 119 (alleging that Okori agreed not to compete with Salvo). Salvo argues that this factor is not met because the LLC has not officially been dissolved, Br. 8, but courts find de facto mergers even where the predecessor continues to exist. *See Chi. Title*, 832 So. 2d at 812, 814; *In re SunSport, Inc.*, 260 B.R. 88, 106 (Bankr. E.D. Va. 2000) (“[A] finding that the predecessor corporation remains after selling its assets is not fatal to a finding of successor liability.”). What matters is “the de facto cessation of all business”; “continued existence de jure ... is immaterial.” *Am. Ry. Express Co. v. Downing*, 132 Va. 139, 151 (1922). Plaintiffs have sufficiently alleged a de facto merger.

4. *It would be premature to conclude that Salvo is not subject to successor liability.*

Finally, it would be premature to decide that successor liability—under any of the four

¹⁰ Salvo argues that there is no continuity of management because Sousana is “not managing Salvo as [a] whole.” Br. 8. But the legal question is whether there is a continuity of the 80P Builder enterprise. Other, pre-existing divisions of Salvo Technologies are irrelevant.

exceptions—does not apply here. Successor-liability analysis is fact-intensive, so courts typically evaluate such claims following a bench trial or otherwise with the benefit of a complete picture of the transfer at issue. *See, e.g., Handberg v. The Morgan Ctr.*, No. 210780, 2022 WL 17491464, at *2 (Va. Dec. 8, 2022); *Beck v. Va. Sash & Door, Inc.*, 58 Va. Cir. 65, 69 (2001). A closer look at nearly all the cases cited by Salvo—from Virginia or Florida—reveals that those courts similarly could rely on a robust evidentiary record.¹¹ Here, by contrast, Salvo is asking this Court to make a premature judgment based solely on a single document. Plaintiffs should be allowed to take discovery before this Court decides this fact-intensive question.

CONCLUSION

For the foregoing reasons, Defendant Salvo Technologies' motion to dismiss should be denied. In the alternative, Plaintiffs request that the Court continue the motion and authorize limited jurisdictional discovery to allow the Plaintiffs to develop further the factual basis for jurisdiction. *See* Va. Code Ann. § 8.01-277.1(B)(3).

¹¹ The decisions in eleven of the cases cited by Salvo that considered whether successor liability existed were rendered on summary judgment or after a trial. *See City of Richmond v. Madison Mgmt. Grp., Inc.*, 918 F.2d 438, 443-44 (4th Cir. 1990) (trial); *Ambrose v. Southworth Prods. Corp.*, 953 F. Supp. 728, 730 (W.D. Va. 1997) (summary judgment); *Bernard*, 409 So. 2d at 1049 (summary judgment); *Lab. Corp. of Am. v. Pro. Recovery Network*, 813 So. 2d 266, 268 (Fla. Dist. Ct. App. 2002) (summary judgment); *Bud Antle, Inc. v. E. Foods, Inc.*, 758 F.2d 1451, 1453 (11th Cir. 1985) (trial); *Nat. Chem. LP v. Evans*, No. 13-cv-1607, 2015 WL 12843835, at *1 (M.D. Fla. June 2, 2015) (summary judgment); *Serchay v. NTS Fort Lauderdale Off. Joint Venture*, 707 So. 2d 958, 959 (Fla. Dist. Ct. App. 1998) (trial); *Amjad Munim, M.D., P.A. v. Azar*, 648 So. 2d 145, 147 (Fla. Dist. Ct. App. 1994) (trial and postjudgment proceedings); *Coral Windows Bahamas, LTD v. Pande Pane, LLC*, No. 11-22128, 2013 WL 321584, at *1 (S.D. Fla. Jan. 28, 2013) (summary judgment); *Centimark Corp. v. A to Z Coatings & Sons, Inc.*, 288 F. App'x 610, 611 (11th Cir. 2008) (trial); *Mitutoyo Am. Corp. v. Suncoast Precision, Inc.*, No. 08-mc-36, 2011 WL 2802938, at *1 n.1, *5-6 (M.D. Fla. July 18, 2011) (trial).

The four remaining cases were also on different footing than this case despite being decided on motions to dismiss. One had a more robust evidentiary record than is present here. *See Krogen Exp. Yachts, LLC v. Nobili*, 947 So. 2d 581, 583-84 (Fla. Dist. Ct. App. 2007) (relying on press release, letters, and multiple affidavits describing ownership before and after sale in addition to sale contract). The other three involved companies or individuals in direct relationship with the successor, so plaintiffs in those cases had access to more information at the pleading stage. *See Winn-Dixie Stores*, 2014 WL 4373369, at *1 (plaintiff sues vendor); *Etkin & Co. v. SBD, LLC*, No. 11-21321, 2015 WL 11714357, at *1 (S.D. Fla. Sept. 1, 2015) (consulting company sues client); *Corp. Express Off. Prods., Inc. v. Phillips*, 847 So. 2d 406, 407 (Fla. 2003) (successor corporation seeks to enforce non-compete against employees of its predecessor).

Dated: January 12, 2024

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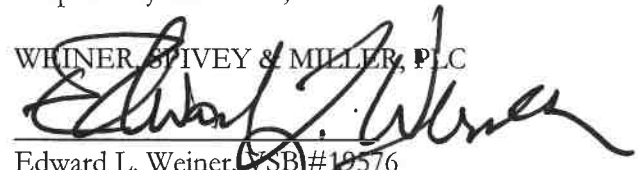
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the Plaintiff's Memorandum of Points and Authorities in Opposition to Defendant Salvo Technologies, Inc.'s Motion to Dismiss and, in the Alternative, Requesting Jurisdictional Discovery was served via electronic filing with the Fairfax County Circuit Court on this 12th day of January, 2024 to the following:

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Edward L. Weiner

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

| | | |
|--------------------|---|-----------------------|
| ALVINO CRAWFORD |) | |
| Plaintiff, |) | |
| |) | |
| |) | Case No. 1916-CV17245 |
| v. |) | Division 10 |
| |) | |
| JIMENEZ ARMS, INC. |) | |
| Defendant. |) | |

ORDER DENYING DEFENDANT'S MOTION TO DISMISS
FOR LACK OF PERSONAL JURISDICTION

On this 3rd day of February, 2020, the Court considers Defendant Jimenez Arms, Inc.'s Motion to Dismiss for Lack of Personal Jurisdiction and having reviewed the pleadings and heard counsels' arguments, finds as follows:

Plaintiffs are the parents of Alvino Dwight Crawford. They bring a wrongful death action pursuant to R.S.Mo. §537.080. Plaintiffs' claims against Jimenez Arms include public nuisance, negligence, civil conspiracy, and aiding and abetting. Plaintiffs alleged damages are all related to the death of their son.

In determining Defendant's Motion to Dismiss for Lack of Personal Jurisdiction, all facts alleged in plaintiffs' petition are deemed true and the plaintiffs are given the benefit of every reasonable intendment. *Noble v. Shawnee Gun Shop, Inc.*, 316 S.W.3d 364, 369 (Mo.App. 2010). Plaintiffs' thirty-five page petition may be summarized as follows:

Defendant Jimenez Arms participated in this gun-trafficking scheme that placed or attempted to place 57 Jimenez Arms pistols into the illegal stream of commerce. Jimenez Arms' actions were instrumental in helping to establish and supply Defendant Samuels' trafficking ring. By illegally selling guns to Samuels, Jimenez Arms helped Samuels acquire a reputation as a gun trafficker in the Kansas City, Missouri area. Jimenez Arms concealed the gun trafficking scheme involving Defendant Samuels from law enforcement. Individuals prohibited from owning firearms knew that Samuels was a source of new, "out-of-the-box" guns and that Defendant Samuels sold them to individuals who were not able to legally possess or purchase them. On July 5, 2016, one of the trafficked guns was used in Kansas City, Missouri to murder Alvino Dwight Crawford.

Defendant Jimenez Arms claims that on November 16, 2015, Jimenez Arms sold the firearm that murdered Alvino Dwight Crawford to National Wholesale Distributors in Georgia. National Wholesale Distributors sold the murder weapon to Defendant Green Tip Arms. Defendant Samuels purchased the weapon from Defendant Green Tip Arms on April 7, 2016. Jimenez Arms further alleges that Green Tip Arms aided Samuels in transferring the weapon to Ms. Boles on April 30, 2016. Ms. Boles step-son took the gun from her home on July 5, 2016, and used it to murder Alvino Dwight Crawford. Defendant Jimenez Arms claims that, since the murder weapon was sold by Jimenez Arms to National Wholesale Distributors in Georgia and not sold directly by Jimenez Arms to Defendant Samuels in Missouri, this court lacks personal jurisdiction over Jimenez Arms.

“To establish specific *in personam* jurisdiction over a defendant the plaintiff must show: (1) that the long-arm statute applies to the defendant, and (2) that the principles of due process are satisfied.” *Noble v. Shawnee Gun Shop, Inc.*, 316 S.W.3d at 370. *Noble* involved the alleged negligent sale of ammunition by a Kansas gun shop to a Missouri resident that was subsequently used in Missouri to murder two individuals. *Id.* at 367. *Noble* holds that a defendant is subject to personal jurisdiction under Missouri’s long-arm statute, §506.500(3), in a negligence action, “at least in the context of a product having been placed in the stream of commerce”, when defendant knew or reasonably should have known that its alleged negligent acts could have effects in Missouri. *Id.* at 372. Plaintiffs allege Jimenez Arms participated in a multi-year trafficking scheme with Defendant Samuels to unlawfully engage in the business of dealing firearms in the State of Missouri. Further, Plaintiffs allege that Jimenez Arms shipped firearms that it knew, or consciously avoided knowing, were destined for the illegal stream of commerce and into the hands of persons ineligible to possess a firearm. Certainly these allegations satisfy the requirement that Jimenez Arms knew or reasonably should have known that its alleged negligent acts could have effects in the State of Missouri.

Next the Court considers the second factor of specific *in personam* jurisdiction, whether the principles of due process are satisfied. If a defendant “has purposefully availed itself of the opportunity to do business in Missouri, it would be subject to specific jurisdiction in Missouri. But that jurisdiction would exist *only over claims that are related to those contacts.*” *State ex rel. Norfolk Southern Railway Company v. Dolan*, 512 S.W.3d 41, 48 (Mo. banc 2017) (emphasis added). The Missouri Supreme Court in *State ex rel. Bayer Corporation v. Moriarty*, 536 S.W.3d 227 (2017), set forth Missouri law as follows:

“Specific jurisdiction requires consideration of the ‘relationship among the defendant, the forum, and the litigation.’ ” *Norfolk*, 512 S.W.3d at 48, quoting, *Andra v. Left Gate Prop. Holding, Inc.*, 453 S.W.3d 216, 226 (Mo. banc 2015). It encompasses only those “cases in which the suit arise[s] out of or relate[s] to the defendant’s contacts with the forum.” *Daimler*, 134 S.Ct. at 749 (alterations in original). “In other words, there must be ‘an affiliation between the forum and the underlying controversy, principally, [an] activity or an occurrence that takes place in the forum State.’ ” *Bristol-Myers Squibb Co. v. Superior Court of Cal., San Francisco Cnty.*, ——— U.S. ———, 137 S.Ct. 1773,

1780, 198 L.Ed.2d 395 (2017), quoting, Goodyear Dunlop Tires Operations, S.A. v. Brown, 564 U.S. 915, 919, 131 S.Ct. 2846, 180 L.Ed.2d 796 (2011). “For this reason, ‘specific jurisdiction is confined to adjudication of issues deriving from, or connected with, the very controversy that establishes jurisdiction.’ ” Id., quoting Goodyear, 564 U.S. at 919, 131 S.Ct. 2846.

This Court has, therefore, held, “Only if the instant suit arises out of [defendant’s] contacts with Missouri does Missouri have specific jurisdiction.” *Norfolk, 512 S.W.3d at 49.*

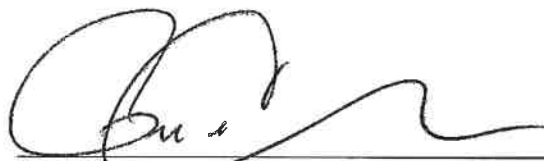
Id. at 233.

In challenging personal jurisdiction, Jimenez Arms attempts to streamline plaintiffs’ allegations by merely focusing on the single transaction involving the actual murder weapon and claiming Jimenez Arms did not have contact with the State of Missouri during this particular transaction. In reducing plaintiffs’ claims to a single transaction, Jimenez Arms avoids connections with Missouri. However, this ignores plaintiffs’ actual complaint that Jimenez Arms assisted Defendant Samuels in establishing a gun trafficking ring that was the direct and proximate cause of the death of Alvino Dwight Crawford. In this more expansive scenario, plaintiffs allege multiple contacts between Jimenez Arms and the State of Missouri and multiple activities that occurred within the State of Missouri. As alleged by plaintiffs, the instant suit arises out of Jimenez Arms’ contacts with Missouri. Therefore, this Court finds that the due process requirements of personal jurisdiction are satisfied.

Wherefore, Defendant Jimenez Arms, Inc.’s Motion to Dismiss for Lack of Personal Jurisdiction is denied.

IT IS SO ORDERED.

02-03-2020
Date



HONORABLE PATRICK WILLIAM CAMPBELL

CERTIFICATE OF SERVICE

I hereby certify that copies of the above and foregoing were mailed/emailed/faxed on this 30th day of January, 2020 to:

MICHAEL L BELANCIO, Attorney for Defendant, ONE KANSAS CITY PLACE, 1200 MAIN STREET, 22ND FLOOR, KANSAS CITY, MO 64105

(816) 472-6262, mbelancio@fwpclaw.com

JOSEPH JAY ROPER, Attorney for Defendant, 1200 MAIN STREET, SUITE 2200, KANSAS CITY, MO 64105

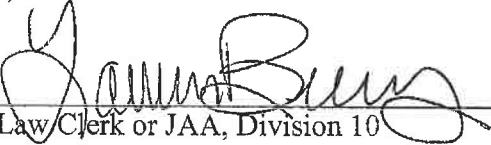
(816) 472-6262, jroper@fwpclaw.com

ISAAC STRAUB, Attorney for Defendant, 2300 MAIN STREET, SUITE 800, KANSAS CITY, MO 64108

~

MICHAEL E BROWN, Attorney for Defendant, KUTAK ROCK LLP, 2300 MAIN STREET
SUITE 800, KANSAS CITY, MO 64108
(816) 960-0041, michael.brown@kutakrock.com
COURTNEY MARIE STOUT, Attorney for Plaintiff, 8124 CLEARWATER DRIVE,
PARKVILLE, MO 64152

“,
ERIC LANDON DIRKS, Attorney for Plaintiff, 1100 MAIN ST, SUITE 2600, KANSAS CITY,
MO 64105
(816) 221-8763, dirks@williamsdirks.com
MATTHEW LEE DAMERON, Attorney for Plaintiff, WILLIAMS DIRKS DAMERON LLC,
1100 MAIN STREET, SUITE 2600, KANSAS CITY, MO 64105

“,


Law Clerk or JAA, Division 10

VIRGINIA:

IN THE CIRCUIT COURT OF FAIRFAX COUNTY

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

Plaintiffs,

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

SOSID: 1503290
Date Filed: 3/8/2016 2:22:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2016 068 00731

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

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 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 | Mail Street | Mail City | Mail State | Mail 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.



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



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



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

1200 Kingscross Dr.

Charlotte, NC 28211 Mecklenburg County

4. REGISTERED OFFICE MAILING ADDRESS

1200 Kingscross Dr.

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

338 S Sharon Amity Rd

Charlotte, NC 28211

5. PRINCIPAL OFFICE MAILING ADDRESS

338 S Sharon Amity Rd

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 27626-0525

EXHIBIT F



THE UPS STORE



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Professional Shipping and Packing Services to Help You be Unstoppable

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• Open Now • Closes at 7:00 PM



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Directions

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

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UPS Air Pickup Times

Last Pickup Today at 6:00 PM ✓

UPS Ground Pickup Times

Last Pickup Today at 5:30 PM ▼



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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*.

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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.

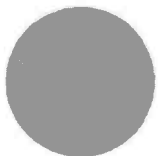
- UPS Next Day Air®
- UPS 2nd Day Air®
- UPS 3 Day Select®
- UPS® Ground

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!

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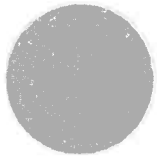
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Whether you're shipping to family and friends or filling orders, we've got you covered.



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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)

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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

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

☐ 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

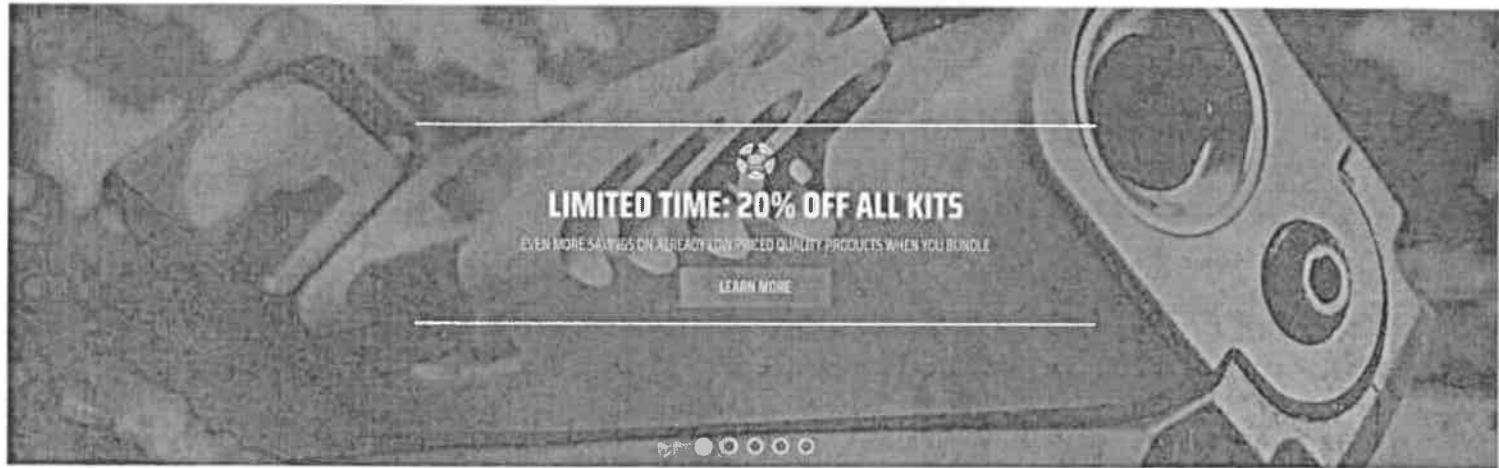
Print or Type Name of Company Official

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



NEWEST AND HIGHEST RATED

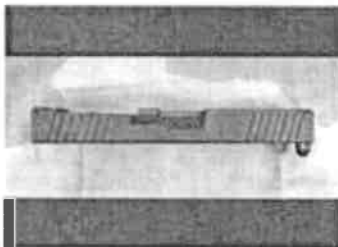
Best Selection of Top Quality Builder Kits, Barrels, and Slides



DIPLOMAT

\$449.99

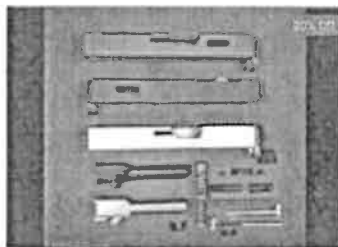
[SHOP NOW](#)



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

\$219.99

[SHOP NOW](#)

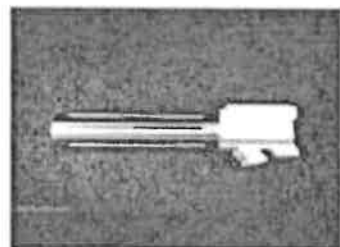


80PB Complete Customized Upper Slide assembly
G26 Compatible

Starting at

\$307.67

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Match Fluted 9mm Barrel for G19

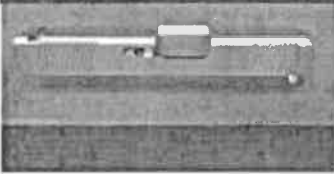
\$129.99

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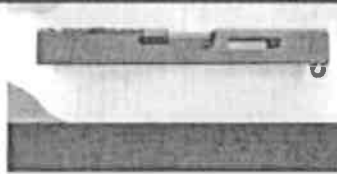
3300

MY LANG



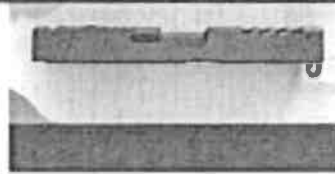
9mm Front & Rear Serrations Slide Gen 1-4, Stainless Steel front and Rear Serrations for Glock 26 G26

\$179.99

[SHOP NOW](#)

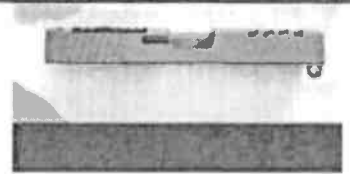
80PB V2 Slide Gen 1-3, Tri-Window, OD Green Cerakote, RMR Cut for Glock 19 G19

\$329.99

[SHOP NOW](#)

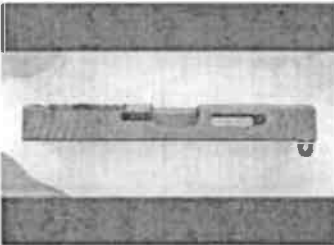
80PB V2 Slide Gen 1-3, 8 Port, Black Cerakote, RMR Cut, RMR Cover Plate for Glock 19 G19

\$329.99

[SHOP NOW](#)

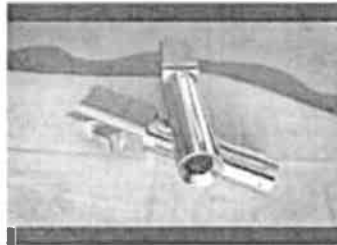
80PB V2 Slide Gen 1-3, 8 Port, FDE Cerakote, RMR Cut, RMR Cover Plate for Glock 19 G19

\$329.99

[SHOP NOW](#)

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

\$329.99

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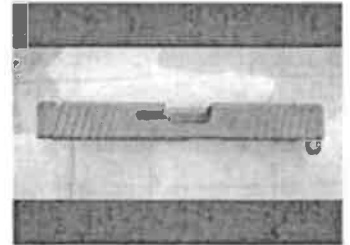
Match Fluted Deep Crowned 9mm Barrel for G26

\$149.99

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Undercover AIWB Holster

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

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80PB Complete Builders Kit G19 Compatible

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80PB Complete Builders Kit G26 Compatible

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80PB Complete Customized Upper Slide assembly G17 Compatible

Starting at **\$273.04**

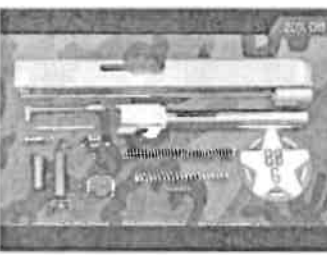
[SHOP NOW](#)



80PB Complete Customized Upper Slide assembly G19 Compatible

Starting at **\$273.04**

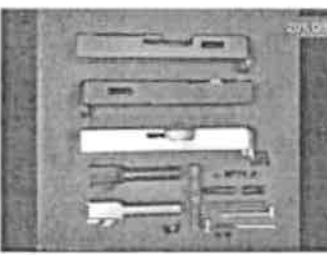
[SHOP NOW](#)



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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Charlotte, NC 28209

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EXHIBIT I

List of Federal Firearms Licensees (FFLs) February 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 |
|-------|----------|----------|----------|----------|-----------|----------|--------------|---------------|-------------------|--------------|---------------|------------------|-----------------------------|-----------|------------|---------------|-------------|
| 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

☐ 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 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 |
|-------|----------|----------|----------|----------|-----------|----------|--------------|---------------|-------------------|--------------|---------------|------------------|------------------------|-----------|------------|---------------|-------------|
| 14011 | 1 | 56 | 119 | 08 | 2F | 21354 | BUL USA LLC | 80PBUILDER | 1200 KINGCROSS DR | CHARLOTTE | NC | 28211 | 4208 SOUTH BLVD UNIT J | CHARLOTTE | NC | 28209 | 8189682774 |

EXHIBIT
M

List of Federal Firearms Licensees (FFLs) September 2021

| ROW | LIC_REGN | LIC_DIST | LIC_CNTY | LIC_TYPE | LIC_XPROTE | 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 R

NAME OF LIMITED LIABILITY COMPANY: BUL USA, LLC

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

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 27626-0525

EXHIBIT O



LIMITED LIABILITY COMPANY ANNUAL R

10/2017

NAME OF LIMITED LIABILITY COMPANY: BUL USA, LLC

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

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 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 27626-0525

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



2019100670

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 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: [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

NAME OF LIMITED LIABILITY COMPANY: Okori, LLC

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

REPORT FOR THE CALENDAR YEAR: 2020

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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

4128 South Blvd Unit B2, Charlotte NC, 28209

Charlotte, NC 28209 Mecklenburg County

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

4208 South Blvd Unit J

Charlotte, NC 28211

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





EXHIBIT S



4128 South Blvd, Unit B2, Charlotte, NC

4208 South Blvd., Unit J, Charlotte NC

EXHIBIT T



LIMITED LIABILITY COMPANY ANNUAL REPORT

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: 2020

Filing Office Use Only

E - Filed Annual Report
1503290
CA202016400704
6/12/2020 10:45

☐ 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

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: (818) 968-2774 x _____

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

1200 Kingscross Dr.

1200 Kingscross Dr.

Charlotte, NC 28211

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 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

6/12/2020

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 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 U



**SHALL NOT BE
INFRINGED**



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. 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.





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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
INFRINGEMENT**



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

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MADE IN THE USA

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EXHIBIT

V

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

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.

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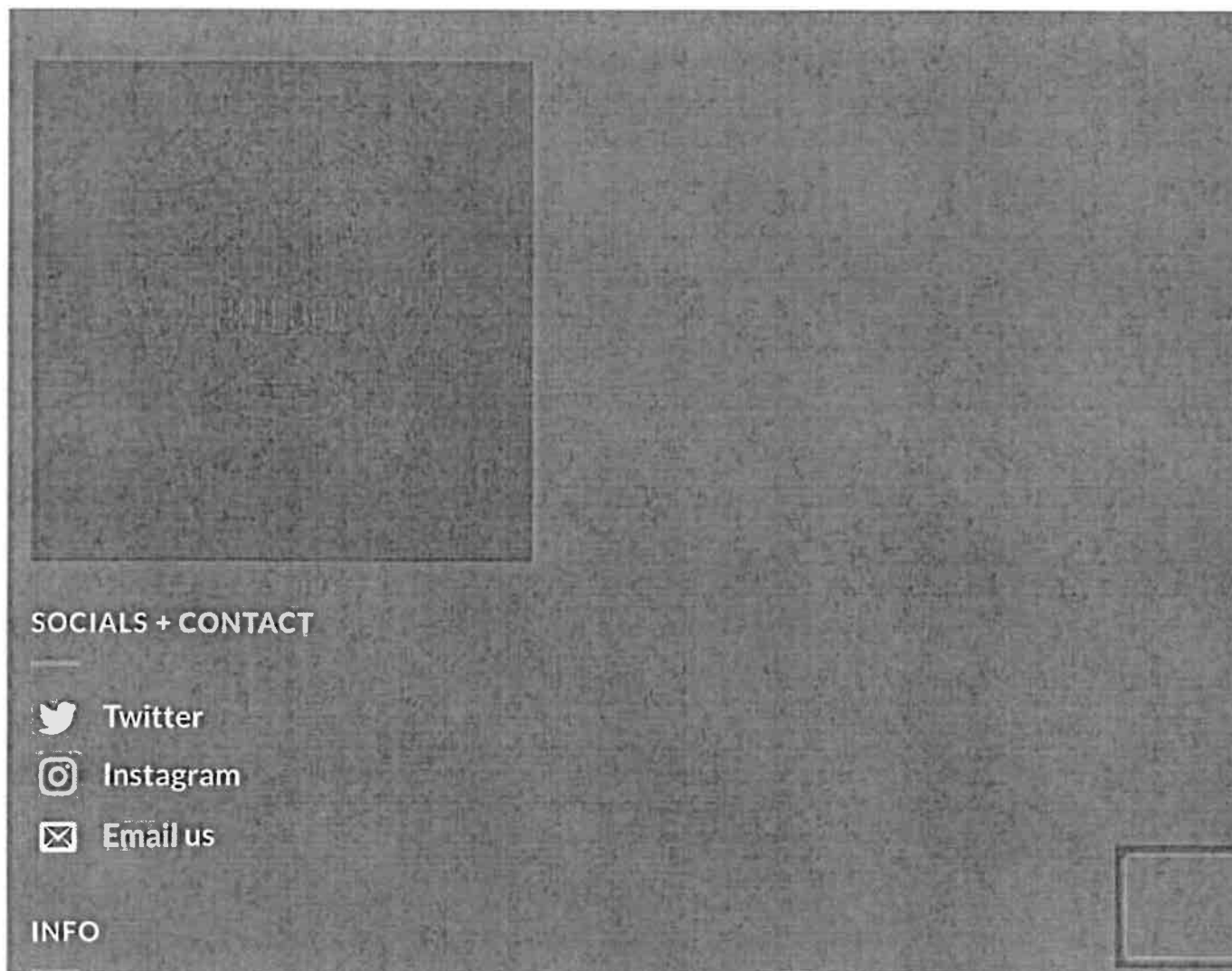
Ges.m.b.H. The use of "GLOCK" on this page is merely to advertise the sale of GLOCK pistols, parts, or components. For additional genuine GLOCK, Inc. and GLOCK Ges.m.b.H products and parts visit www.glock.com.

CONTACTING US

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

INFO@80PBUILDER.COM

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



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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

Electronic Signature(s)

02/25/2021

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

EXHIBIT

Y

*State of North Carolina
Department of the Secretary of State*

**ARTICLES OF DISSOLUTION OF
LIMITED LIABILITY COMPANY**

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

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

Jesse Shie Sawa
Signature

JESSE SHIE SAWA 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.