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FILED

AUG 25 2015

FRESNO COUNTY SUPERIOR COURT
 By _____ LP - DEPUTY

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF FRESNO

KIM BELEMJIAN; JONATHAN
 FAIRFIELD; T.J. JOHNSTON; MATTHEW
 PIMENTEL; STANLEY ROY; FFLGUARD,
 INC.; CALIFORNIA RIFLE AND PISTOL
 ASSOCIATION;

Plaintiffs,

vs.

KAMALA D. HARRIS, in her official
 capacity as Attorney General for the State of
 California; STEPHEN LINDLEY, in his
 official capacity as CHIEF OF THE
 CALIFORNIA DEPARTMENT OF JUSTICE
 BUREAU OF FIREARMS; CALIFORNIA
 DEPARTMENT OF JUSTICE; and DOES 1 -
 10;

Defendants.

CASE NO. 15-CE-CG-00029

**DECLARATION OF CHRISTOPHER
 CHIAFULLO OF FFLGUARD, LLC, IN
 SUPPORT OF PLAINTIFFS' MOTION
 FOR ATTORNEYS' FEES**

Date: December 16, 2015
 Time: 3:30 pm
 Dept.: 503
 Judge: Honorable Alan M. Simpson

Action Filed: January 6, 2015

DECLARATION OF CHRISTOPHER CHIAFULLO

I, Christopher Chiafullo, declare as follows:

1. I am National Coordinating Counsel for *FFLGuard*, LLC, a named plaintiff in this action. I have personal knowledge of the statements made herein, and if called as a witness, I could and would competently testify under oath to the matters that I have set forth in this declaration.

2. *FFLGuard* is a Delaware Limited Liability Corporation with its principal place of business in New York at 244 Fifth Ave., Suite 1960, New York, New York 10001.

3. In my capacity as National Coordinating Counsel for *FFLGuard*, I review the financial records of the business and am responsible for the oversight of the collection of all client participation fees. I am also responsible for determining the policies and direction of the *FFLGuard* program, as well as for disbursing client fees to promote, market, advertise, and administer the program.

4. *FFLGuard* offers a cooperative compliance and legal defense program for Federal Firearms Licensees ("FFLs") by providing its clients with lawyers, subject-matter experts, professionals, and para-professionals who are specialists in the area of firearms law and compliance.

5. *FFLGuard's* legal defense program provides its FFL clients with access to these legal and firearm compliance specialists to provide educational training and rapid response services to safeguard the viability of an FFL's license.

6. *FFLGuard* represents various FFLs throughout California.

7. Many of our FFL clients and their employees in California also serve as Department of Justice certified Firearm Safety Certificate Instructors in order to administer the required safety tests in their business locations at the point of transfer as a service to their customers.

8. *FFLGuard's* participation as a plaintiff in this lawsuit was not motivated by financial gain or compensation in any way.

9. *FFLGuard* itself gains nothing by participating as a plaintiff in this lawsuit, since it

1 must provide the same regulatory compliance and legal defense services to its clients regardless of
2 the outcome of this case. All of *FFLGuard*'s California clients are part of a legal protection plan
3 created specifically for California FFLs. This plan includes access to compliance guides,
4 California Department of Justice audit intervention, civil litigation defense, and access to
5 California-specific legal information. Nothing in this plan advertises funds being used to support
6 litigation of this nature. In fact, it is detrimental to *FFLGuard*'s financial interests to intervene in
7 the California regulatory process as all of *FFLGuard*'s California services are designed to assist
8 California FFLs in complying with already-enacted California regulations. Additionally, I am not
9 aware of any measurable increase in the number of *FFLGuard*'s fee-paying clients in California
10 that could be associated with *FFLGuard*'s participation in this case.

11 10. *FFLGuard* does not share with its members any financial stake in pursuing this
12 lawsuit. Nor do I anticipate that *FFLGuard* will realize any pecuniary gain shared with its
13 members as a result of this litigation.

14 11. Although it is true that many of *FFLGuard*'s clients are FFLs whose businesses
15 involve the retail sale of firearms, I am not aware of any financial benefit those clients have
16 experienced as a result of *FFLGuard*'s participation in this lawsuit. For Defendants ultimately
17 adopted the same regulations challenged in this lawsuit through APA-compliant means—an
18 outcome *FFLGuard* recognized was possible, if not likely, from the outset.

19 12. Even if *FFLGuard*'s clients had gained some financial benefit as a result of this
20 litigation, such would be ancillary to this litigation and to *FFLGuard*'s role as a plaintiff for
21 several reasons and would not, in any case, outweigh the total cost of litigation, which I am aware
22 now well exceeds \$100,000.

23 13. First, this case did not involve a direct challenge to the Firearm Safety Certificate
24 Program or long-gun safe-handling demonstrations, but instead sought to ensure that Defendants
25 would comply with California's Administrative Procedure Act in adopting regulations regarding
26 those programs. *FFLGuard*, LLC, sought to ensure that members of the public, including its
27 clients, were given an opportunity to voice their opinions regarding the Firearm Safety Certificate
28 Program—a right expressly granted to them by California's Administrative Procedure Act

1 14. Second, any participation by *FFLGuard*'s clients in the Firearm Safety Certificate
2 Program is entirely voluntary. FFLs are not required by law to administer the Firearm Safety
3 Certificate Program or to conduct long-gun safe-handling demonstrations in order to sell or
4 otherwise transfer firearms. They are required to seek proof that a customer has a Firearm Safety
5 Certificate and that he or she has conducted the appropriate safe-handling demonstration, but they
6 are not required to provide that service. All of *FFLGuard*'s clients could have continued to
7 conduct business without administering the Program to customers themselves, just as many
8 California FFLs did when the Firearm Safety Certificate Program took effect.

9 15. Third, the technologies necessary to administer the Firearm Safety Certificate
10 Program per Defendants' underground regulations and subsequently adopted emergency
11 regulations (i.e., computers, printers, and a stable internet connection) are already in place at
12 California FFL retail locations so they may comply with Dealer Record of Sale requirements and
13 other state and federal laws. Any costs associated with procuring these technologies have been or
14 would have been incurred regardless of Defendants' policies related to the Firearm Safety
15 Certificate Program.

16 16. At no point was it *FFLGuard*'s intention to challenge the Firearm Safety
17 Certificate Program and safe-handling demonstration requirements themselves. Indeed,
18 *FFLGuard* understands the important role proper firearm safety training plays in preventing
19 accidents and serving public safety. However, I believe that to ensure that such training is
20 designed properly and carried out effectively, those with experience in firearm-safety training
21 (including DOJ Certified Instructors) must be given a meaningful opportunity to weigh in on any
22 regulations concerning the Firearms Safety Certificate Program and safe-handling

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1 demonstrations—something Defendants failed to provide prior to the law taking effect and, I
2 believe, would not have done but for the filing of this lawsuit.

3 I declare under penalty of perjury under the laws of the State of California that the
4 forgoing is true and correct.

5 Executed August 24, 2015 at New York, New York.

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8 Christopher Chiafullo
9 Declarant
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1 **PROOF OF SERVICE**

2 I, Laura Quesada, am employed in the City of Long Beach, Los Angeles County,
3 California. I am over the age eighteen (18) years and am not a party to the within action. My
business address is 180 East Ocean Blvd., Suite 200, Long Beach, California 90802.

4 On August 25, 2015, I served the foregoing document(s) described as:

5 **DECLARATION OF CHRISTOPHER CHIAFULLO OF FFLGUARD, LLC, IN**
6 **SUPPORT OF PLAINTIFFS' MOTION FOR ATTORNEYS' FEES**

on the interested parties in this action by placing
7 ☐ the original
8 ☒ a true and correct copy
thereof enclosed in sealed envelope(s) addressed as follows:

9 Mr. Jeffrey Rich
10 Deputy Attorney General
11 1300 I Street
Sacramento, CA 95814

12 (PERSONAL SERVICE) I caused such envelope to delivered by hand to the offices of the
addressee.

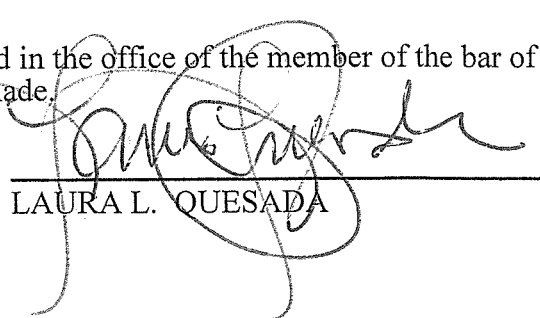
13 Executed on _____, 2015, at Long Beach, California.

14 X (OVERNIGHT MAIL) As follows: I am "readily familiar" with the firm's practice of
15 collection and processing correspondence for overnight delivery by UPS/FED-EX. Under
16 the practice it would be deposited with a facility regularly maintained by UPS/FED-EX for
receipt on the same day in the ordinary course of business. Such envelope was sealed and
17 placed for collection and delivery by UPS/FED-EX with delivery fees paid or provided for
in accordance.

18 Executed on August 25, 2015, at Long Beach, California.

19 X (STATE) I declare under penalty of perjury under the laws of the State of California that
the foregoing is true and correct.

20 (FEDERAL) I declare that I am employed in the office of the member of the bar of this
21 court at whose direction the service was made.

22 
LAURA L. QUESADA