

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 13-cv-1300-MSK-MJW

JOHN B. COOKE, et al.,

Plaintiffs,

v.

JOHN W. HICKENLOOPER, Governor
of the State of Colorado,

Defendant.

30(b)(6) DEPOSITION OF ROCKY MOUNTAIN SHOOTERS SUPPLY
by and through
TIMOTHY BROUGH

PURSUANT TO NOTICE, the above-entitled deposition was taken on behalf of the Defendant at the Law Offices of Bruno, Colin & Lowe, P.C., 1999 Broadway, Suite 3100, Denver, Colorado, on November 12, 2013, at 1:06 p.m., recorded stenographically by Lisa D. Anthony, Registered Professional Reporter, Certified Realtime Reporter, and Notary Public.

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1 PROCEEDINGS
 2 WHEREUPON, the following proceedings were
 3 taken pursuant to the Federal Rules of Civil
 4 Procedure.
 5 TIMOTHY BROUGH,
 6 having been first duly sworn to state the whole truth,
 7 testified as follows:
 8 EXAMINATION
 9 BY MR. GROVE:
 10 Q. Could you state your name and spell your last
 11 name for the record, please.
 12 A. Sure. Name is Timothy Brough, spelled
 13 B-r-o-u-g-h.
 14 Q. Your company, Rocky Mountain Shooters Supply,
 15 is a plaintiff in Cooke v. Hickenlooper, correct?
 16 A. That is correct.
 17 Q. My name is Matthew Grove. I represent the
 18 Governor in that case. The case number, for the
 19 record, is 13-cv-1300. I'll try to keep my voice up.
 20 I know the fan is loud in here.
 21 A. My hearing ain't so good either.
 22 Q. Does your profession have anything to do with
 23 that?
 24 A. Part of it.
 25 (Exhibit 1 marked for identification.)

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5

1 Q. (By Mr. Grove) I handed that to you too
 2 soon. I want to go over a couple of ground rules
 3 before we talk about it. Have you ever been deposed
 4 before?
 5 A. No, sir.
 6 Q. So let's just go over a couple things so
 7 we're all on the same page. The most important thing
 8 is to make sure the court reporter is not going to
 9 kill us all, and the way to do that is to not speak
 10 over one another. So I will try to let you finish
 11 answering before I ask another question. By the same
 12 token, if you could let me finish my question before
 13 you begin answering it, then we'll all get out of here
 14 alive. Does that work?
 15 A. You bet.
 16 Q. Okay. And then that raises another question,
 17 another issue. Answers have to be verbal. So a yes
 18 or no is a lot better than an uh-huh or an huh-uh
 19 because the record needs to be clear about what the
 20 answer is. And nodding your head is not something she
 21 can take down because she only writes down what she's
 22 able to hear. Is that okay?
 23 A. Yes.
 24 Q. We can take a break anytime you need it. I'm
 25 hoping that this will be fairly short, so maybe we can

30 (b) (6) Deposition of Timothy Brough

6	<p>1 get through without a break, but we'll see. The only 2 caveat to that is, if there is a question pending, 3 then you need to go ahead and finish answering it 4 before you take a break. Okay? 5 A. Okay. 6 Q. If you do need to take a break, just let me 7 know and we'll take care of it. 8 Then it is almost a certainty in this 9 deposition that I'm going to ask you a question that 10 doesn't make any sense. It's my job to ask questions 11 that do make sense. And so if I fail to do that, 12 please tell me and I will rephrase it. 13 A. Okay. 14 Q. Then I have to ask you these questions. Are 15 you suffering from any medical conditions that would 16 affect your ability to understand and answer my 17 questions today? 18 A. No. 19 Q. And are you under the influence of any 20 medications -- 21 A. No. 22 Q. Okay. Exhibit 1 is in front of you. Take a 23 second to look at it. Let me know when you're ready 24 to talk about it. 25 A. Okay.</p>	8	<p>1 Q. Are you the sole shareholder, owner? 2 A. No, sir, I'm not. 3 Q. How many partners do you have? 4 A. Myself and one other, my wife. 5 Q. How did she get out of being the 30(b)(6) 6 representative? 7 A. There are certain things she has no part of. 8 And I am a smart husband and I don't ask her to do 9 them. 10 Q. You bought it, you said, in 2005, right? 11 A. That's correct. 12 Q. What have your gross revenues been, on 13 average, annually since 2005? 14 A. They've been a steady increase since we 15 started. 2005 was probably in the 2 million range -- 16 I take that back. 2005, when we started, would have 17 been under a million. And we've steadily grown to 4.7 18 or 4.8 last year. 19 Q. What's your -- I won't make you go through it 20 every year, but -- I assume you're on a calendar year 21 tax basis? 22 A. Correct. 23 Q. What was your net out of your 4.7, 4.8 24 million gross last year? 25 A. I'm going to say just under half a million.</p>
7	<p>1 Q. Have you seen that document before? 2 A. Yes, sir. 3 Q. This document indicates that today we are 4 holding a Rule 30(b)(6) deposition of your company, 5 Rocky Mountain Shooters Supply. That means that I'll 6 be asking questions about the company as an entity 7 more so than about your personal knowledge. Do you 8 understand that distinction? 9 A. I do. 10 Q. Are you the best person to answer questions 11 on the topics that are listed in 1 through 8 on 12 Exhibit 1? 13 A. I am. 14 Q. How long have you owned Rocky Mountain 15 Shooters Supply? 16 A. Since May of 2005, a little over eight years. 17 Q. Are you the founder? 18 A. No, sir. 19 Q. How long has the business been around? 20 A. Since, I believe, the early '90s, '92, right 21 in that time frame. 22 Q. Who was the previous owner? 23 A. Man by the name of Cliff Hamblen. 24 Q. What's your corporate structure? 25 A. It is an LLC.</p>	9	<p>1 400 and change. 2 Q. So you've seen in the last seven years, 3 through the end of 2012, your gross sales have more 4 than quadrupled? 5 A. Correct. 6 Q. What do you attribute that to? 7 A. Better management, better inventory. And 8 political climate. 9 Q. Have you changed marketing at all? 10 A. I don't know what the previous guy did for 11 marketing. 12 Q. You said the political climate affects 13 things. Can you expand on that? What do you mean? 14 A. Case in point, the laws we're talking about 15 here have increased some sales of guns and 16 accessories. 17 Q. You mean prior to them going into effect? 18 A. I don't know that they have to go into 19 effect, but politicians need to talk about them. When 20 they talk about them, people get concerned. 21 Q. How seasonal and cyclical is the firearms 22 business in terms of retail sales? 23 A. For my store, our slow months are May, June, 24 July. And they're not substantial dips. 25 Q. Is the rest of year pretty steady?</p>

10	<p>1 A. Uh-huh. Yes.</p> <p>2 Q. So the laws that we have that we're dealing</p> <p>3 with in this case are, as you know, House Bill 1224,</p> <p>4 which deals with magazine capacity limits, and House</p> <p>5 Bill 1229, which deals with background check</p> <p>6 requirements. They both went into effect on July 1st,</p> <p>7 2013. Have you seen -- what differences, if any, have</p> <p>8 you seen in your business in the last four months?</p> <p>9 A. We've seen a decline in the sales of rifles,</p> <p>10 particularly that take higher capacity magazines.</p> <p>11 There's been a decline in sales of semiautomatic</p> <p>12 handguns, and a decline in sales in magazines as well.</p> <p>13 Q. When you say a decline, what is that relative</p> <p>14 to?</p> <p>15 A. Gross sales.</p> <p>16 Q. Well, let me ask a better question. So when</p> <p>17 you look at -- when you look at what your sales will</p> <p>18 likely be at the end of 2013 -- I know it's not over</p> <p>19 yet, but you'll probably get a pretty good idea of</p> <p>20 where you're going to be -- versus 2012, are you</p> <p>21 looking at -- do you think your overall 2013 sales</p> <p>22 will be less than your overall 2012 sales in those</p> <p>23 categories of rifles, semiautomatic handguns, and</p> <p>24 magazines?</p> <p>25 A. Overall, 2013 versus 2012. We will probably</p>	12
11	<p>1 end up, gross sales, slightly less, 10 percent or</p> <p>2 less. There was a large amount of sales at the first</p> <p>3 of this year that was unusual, January through March</p> <p>4 or April.</p> <p>5 Q. Is that when the -- is that when Congress --</p> <p>6 the United States Congress was discussing assault</p> <p>7 weapon bans?</p> <p>8 A. Sure. Yeah.</p> <p>9 Q. And that's the political climate stuff that</p> <p>10 you were referring to?</p> <p>11 A. That's the political climate stuff.</p> <p>12 (Exhibit 2 marked for identification.)</p> <p>13 Q. (By Mr. Grove) This is Exhibit 2. I did</p> <p>14 some poking around on the Internet for you guys, and I</p> <p>15 just wanted to ask about this FFL Holder Network at</p> <p>16 GunBroker.com and what it is. Your company here is at</p> <p>17 the bottom of the first page.</p> <p>18 And what this site, I think, seems to be --</p> <p>19 and correct me if I'm wrong -- is sort of a</p> <p>20 clearinghouse for people who want to have a gun</p> <p>21 shipped from out of state, from one FFL to another,</p> <p>22 and then the recipient FFL will run the background</p> <p>23 check and make sure that the transfer is complete. Is</p> <p>24 that accurate?</p> <p>25 A. I believe the GunBroker.com itself is more of</p>	13
10	<p>1 a classified ad listing. And the FFL Holder network,</p> <p>2 if you're calling that a subcategory of GunBroker,</p> <p>3 then yes, this would be a listing of FFL owners that</p> <p>4 would do gun transfers for private parties.</p> <p>5 Q. When you say gun transfers for private</p> <p>6 parties, are those the ones that are contemplated by</p> <p>7 1229, the private-party transfers where two people</p> <p>8 walk into the store and say, will you run a background</p> <p>9 check for us? Or are you talking about somebody who</p> <p>10 wants to -- somebody who orders a gun from Colorado on</p> <p>11 the Internet from a dealer in Nebraska and the FFL</p> <p>12 ships it to you and then the guy picks it up from your</p> <p>13 store?</p> <p>14 A. Basically, the latter. This site was well</p> <p>15 established long before the current proposed changes.</p> <p>16 Q. And there's a page turn here, but I think</p> <p>17 this is talking about you. Your long gun fee for</p> <p>18 doing this is \$40?</p> <p>19 A. There they are. Yes.</p> <p>20 Q. And the -- I'm sorry, go ahead.</p> <p>21 A. Yes. For both of those.</p> <p>22 Q. And the handgun fee is also 40, okay.</p> <p>23 A. Those fees would have been prior to July -- I</p> <p>24 take that back. Those fees are still currently</p> <p>25 correct for transfers as you described them in the</p>	13

14	<p>1 customer would walk in, ask for his gun. Sales clerk 2 would then help him complete the 4473, input his 3 information into CBI's background check, finish that 4 process of the 4473, collect a daily fee, transfer 5 that gun out. Then the next day my wife would take 6 the 4473's, dispo the guns out of the bound book, and 7 at that point we'd be done with it.</p> <p>8 Q. How about for retail sales that aren't 9 shipped in, just somebody comes into the store and 10 wants to buy a gun? Can you walk me through the 11 process of how the background check works and -- why 12 don't we start with that. I walk into your store, 13 point to a gun on the wall, and I say, I want that 14 one. What happens next?</p> <p>15 A. Once you've determined the gun you want to 16 purchase, we give you the 4473 to fill out. You fill 17 it out, we check your I.D., make sure that the I.D. 18 matches the 4473. That information then is inputted 19 through the computer to CBI. We wait for the 20 response, an approved response, we collect your money, 21 and let you go home.</p> <p>22 Q. Okay. So who -- is any staff in your store 23 particularly assigned to do the 4473 forms, or is it 24 just the first salesman that I run into? Do you have 25 specialists, I guess is my question.</p>	16	<p>1 anywhere from three minutes to, currently, 20 minutes 2 for a reply.</p> <p>3 Q. What does the customer do in the store 4 while -- do you have to wait by the counter? Can you 5 browse? What can you do?</p> <p>6 A. You're free to browse.</p> <p>7 Q. What's the longest -- I know there was a big 8 backup back in December and January. What's the 9 longest you've had to wait for an InstaCheck result to 10 come back?</p> <p>11 A. I want to say nine days, ten days.</p> <p>12 Q. And they've gotten that wait period down 13 substantially?</p> <p>14 A. Typically, within the same day.</p> <p>15 Q. How do your margins -- profit margins on 16 firearms compare to profit margins on accessories?</p> <p>17 A. They are lower.</p> <p>18 Q. So firearms are lower than accessories?</p> <p>19 A. Firearms lower than accessories.</p> <p>20 Q. Is that consistent across the industry, to 21 your knowledge?</p> <p>22 A. To my knowledge.</p> <p>23 Q. Do folks who come in and buy firearms from 24 you typically buy accessories from you as well?</p> <p>25 A. I guess I'd say generally, but not always, of</p>
15	<p>1 A. There is not a specialist on the floor that 2 only handles 4473's. The sales staff that sells you 3 the gun is generally the guy who does the 4473, guy or 4 gal. They do the 4473. At the end of the night the 5 closing manager, assistant manager, double-checks if 6 the 4473's are complete, and then the following day 7 they're double-checked again by my wife to make sure 8 that they're complete and accurate.</p> <p>9 Q. Does your floor staff -- do they work on 10 commission, are they salaried? How --</p> <p>11 A. They're hourly wage.</p> <p>12 Q. What's the average hourly wage? Just 13 ballpark it, is fine.</p> <p>14 A. 14 and a half, 15.</p> <p>15 Q. How long does the background check process 16 take, typically? Actually, that's a bad question. 17 I'm going to ask both that I've just implied. First, 18 how long does it take to -- for the salesperson to 19 work with the customer in order to complete and submit 20 the form to InstaCheck?</p> <p>21 A. Typical customer will spend seven to ten 22 minutes filling the form out. And the sales staff is 23 engaged with them at that point. Takes three, four 24 minutes to submit the form, depending if you're 25 hunt-and-peck or if you're a typer. And then we wait</p>	17	<p>1 course.</p> <p>2 Q. I think your answer to this in the 3 interrogatories, which we'll get to later, was no, but 4 I just want to confirm that this is true. Have you 5 ever been sued for processing a background check?</p> <p>6 A. No, sir.</p> <p>7 Q. Okay. Have you ever been subject to criminal 8 liability or anything like that?</p> <p>9 A. No, sir.</p> <p>10 Q. Do you know of any FFL who has, by chance?</p> <p>11 A. I do.</p> <p>12 Q. Who was that?</p> <p>13 A. There's a shop on the Western Slope that I 14 believe had their license suspended. If not, they 15 went through a lengthy process to preserve their 16 license.</p> <p>17 Q. Do you know what precipitated that?</p> <p>18 A. Mishandling of 4473's and their bound book, 19 that paperwork trail that is part of either a transfer 20 or a sale, was what precipitated that. And it was 21 lengthy and costly to either maintain or get their 22 license reinstated.</p> <p>23 Q. ATF is the agency that issues federal 24 firearms licenses, right?</p> <p>25 A. Correct.</p>

30 (b) (6) Deposition of Timothy Brough

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1 Q. I've always been curious about this. Who is
 2 the federal firearms licensee? Is it you or is it
 3 your company? Is it personal to an individual?
 4 A. Can be either. It can be personal or it can
 5 be corporate.
 6 Q. In which case -- in your case, which is it?
 7 A. It is corporate.
 8 Q. Do you have a gunsmith shop as well?
 9 A. We do.
 10 Q. Do you personally have any gunsmithing
 11 experience?
 12 A. I do not.
 13 Q. Have you ever -- you said your wife goes back
 14 over all the Form 4473's each night, or the next night
 15 after they've been handled. How often does she catch
 16 mistakes?
 17 A. Frequently. One out of 20 maybe.
 18 Q. What kind of mistakes are typical?
 19 A. Most common mistake is not getting the
 20 approval numbers on the form. The approval was given,
 21 the sales clerk read it on the screen and forgot to
 22 write it on the form.
 23 Q. And that -- the screen is what comes back
 24 from InstaCheck?
 25 A. That is correct.

19

1 Q. Do you ever have InstaCheck reject a
 2 background check request based on a typographical
 3 error or something involved on the input side from
 4 your sales clerk?
 5 A. Yes.
 6 Q. So what happens then? How are they notified
 7 and what do they do next?
 8 A. The screen says on it "Rejected" and
 9 typically gives you a hint as to why. Check driver's
 10 license number, check age, something along those
 11 lines. And then that is resubmitted.
 12 Q. What happens if -- I'm sure that you've had
 13 folks who are rejected or has prohibited persons
 14 before, right?
 15 A. Denied maybe?
 16 Q. Yeah, denied. Yes?
 17 A. Yes. Rejected and denied are two specific
 18 words that come back from CBI, and they have different
 19 meanings.
 20 Q. So rejected I'm guessing probably means that
 21 the form wasn't filled out right?
 22 A. Rejected means the form has been rejected and
 23 not dealt with.
 24 Q. And denied --
 25 A. Denied --

20

1 Q. Denied would mean that the prospective buyer
 2 is prohibited?
 3 A. That is correct.
 4 Q. So what happens -- there are a couple of
 5 different scenarios here. One can be that the person
 6 has some sort of conviction or something in their past
 7 that would prohibit them. Another one is that that
 8 person has a warrant out for their arrest. Have you
 9 ever had the latter situation come up?
 10 A. Yes.
 11 Q. Are there instructions on what you're
 12 supposed to do in that situation?
 13 A. No.
 14 Q. What did you do?
 15 A. We don't know that unless we're told that by
 16 law enforcement. All we're told is, accepted, proceed
 17 with the sale; or denied and do not process the sale.
 18 Q. Do you do Internet sales at all?
 19 A. 1 percent. Very few.
 20 Q. Are those on GunBroker or are they somewhere
 21 else?
 22 A. GunBroker or GunsAmerica are the only two
 23 sites that we have used.
 24 Q. I haven't seen GunsAmerica. Does that work
 25 pretty much the same way?

21

1 A. Yeah. GunBroker is an auction site, similar
 2 to eBay. GunsAmerica is more of a classified listing
 3 site.
 4 (Exhibit 3 marked for identification.)
 5 Q. (By Mr. Grove) This is sort of like
 6 Groundhog Day because I asked many of the same
 7 questions to John Burrud this morning. I'm just glad
 8 that I'm not deposing all eight of you.
 9 MR. COLIN: I think it's very hard to depose
 10 people with the same knowledge about the same stuff
 11 over and over on the same day.
 12 MR. GROVE: Maybe we should just have you
 13 read his transcript.
 14 MR. COLIN: Anything you disagree with?
 15 THE DEPONENT: Yes, no, okay.
 16 Q. (By Mr. Grove) So I've handed you an excerpt
 17 of the complaint in this case. And I just want to go
 18 through a few of these paragraphs just to give you
 19 more specific knowledge. It's 58 pages long, and that
 20 seemed excessive, so I just pulled out the paragraphs
 21 that were relevant to you.
 22 (Discussion off the record.)
 23 Q. (By Mr. Grove) So let's look at paragraph
 24 24, which says -- this is talking about the transfer
 25 process. And I understand that you don't do private

22

1 checks, but I'm just curious if you know what this
 2 means. It says, "FFL's must monitor the transferor
 3 and transferee for as long as it takes to complete the
 4 transaction."
 5 Do you know what monitoring would be
 6 required? Is that typically something you do when
 7 you're selling a firearm to somebody and the
 8 background check process is going on?
 9 A. I believe that this kind of goes back to your
 10 earlier question. We have -- we have an assumed duty,
 11 and I don't know if it's a required duty -- that if a
 12 person fills out the 4473, that we are to keep tabs of
 13 them until that is complete. There are times when
 14 local law enforcement will be notified by CBI or FBI
 15 to come to the store, apprehend somebody with a
 16 warrant.
 17 I don't know -- I don't know specifically if
 18 that's what they're referring to here. But I know, as
 19 a general rule as FFL holders, we feel that assumed
 20 role. Whether that's a legal requirement or not, I
 21 don't know.
 22 Q. Well, have you ever had that happen, that
 23 somebody came in and the FBI or the local police
 24 swooped in --
 25 A. Yes.

23

1 Q. You have? How often does that happen?
 2 A. Less than five times in my tenure there.
 3 Less than five times in eight years.
 4 Q. Were you informed that they were on their
 5 way, or did they just show up?
 6 A. Once or twice we were informed, once or twice
 7 we were not.
 8 Q. Did they ask you to keep the customer busy
 9 while they were on their way, if they do call?
 10 A. I believe that one time when a deputy was on
 11 duty that knew my store manager well, he asked him to
 12 entertain him if he could. Certainly no request for
 13 physical restraint or anything like that. More of an,
 14 engage him until we get there.
 15 Q. It seems like that would be a lot to ask --
 16 not to entertain them, but to restrain them.
 17 MR. COLIN: Especially if it's Von Miller.
 18 A. Yeah, the restraint factor would be not our
 19 job, not our duty. And that's how we look at it.
 20 That is not our job, that is not our position. We are
 21 glad to help law enforcement when we can, but nobody
 22 there wants to take a bullet over that.
 23 Q. (By Mr. Grove) That's fair. Does Rocky
 24 Mountain Shooters Supply have a training facility? I
 25 guess a shooting range?

24

1 A. Yes, we have an indoor shooting range.
 2 Q. Do you give people lessons and things like
 3 that, instruction on how to shoot?
 4 A. We allow other outside instructors to do
 5 instructing there. We, as the sales staff, gives you
 6 a ten-minute, if you need it, instruction on how to be
 7 safe. Other instructors give you instruction on how
 8 to shoot proficiently, if that makes sense.
 9 Q. Do you offer CCW classes?
 10 A. We do, through outside instructors.
 11 Q. It sounds like you provide the facility
 12 and --
 13 A. That's correct.
 14 Q. And then you -- so you probably rent -- does
 15 this work like a bowling alley or something? You rent
 16 time or a certain number of targets? How does it
 17 work?
 18 A. They pay for a number of lanes for a given
 19 amount of time, similar to a bowling alley.
 20 Q. Smaller projectiles, I suppose.
 21 A. Yes. But noisier.
 22 Q. And then you sell -- do people buy ammunition
 23 from you when they go to use the range?
 24 A. They can.
 25 Q. Let's look at paragraph 25, which says,

25

1 "Currently, when FFL's are asked to conduct a
 2 background check for a firearm, not involving a
 3 profitable sale from the FFL's actual inventory, the
 4 fee charged may be \$50." As we established this
 5 morning, this sentence is somewhat of a mystery.
 6 We're trying to figure out what it means. So maybe
 7 you can help.
 8 Do you know what is meant here by a
 9 profitable sale from the FFL's actual inventory?
 10 A. My interpretation of that is a gun that's
 11 sold from my physical inventory. And they are all
 12 assumed to be profitable. That's why we sell them.
 13 And I guess that would be in opposition to a
 14 private-party transfer. That would be my assumption
 15 as I read this.
 16 Q. If you have something shipped in from an FFL
 17 in Nebraska, because somebody's ordered it online and
 18 is going to pick it up at your store and you're going
 19 to run the background check, would you consider that
 20 to be a profitable sale?
 21 A. I would not.
 22 Q. Is that included in your inventory at that
 23 point?
 24 A. In what I call my inventory in my store, no,
 25 it is not. It is in the ATF book, but what's in that

26	<p>1 book is not what I consider my inventory. That gun 2 was yours and is going to him. Never did I own it. 3 Q. And at that point -- I think I saw, and we'll 4 get to it in a little bit, that you consider yourself 5 to be a transfer agent. 6 A. I'm sorry? 7 Q. Transfer agent, I think is the term that I 8 saw somewhere in your interrogatories. Is that -- 9 does that sound right? 10 A. I don't understand the question. 11 Q. Transfer agent was the -- that was the phrase 12 that I saw somewhere in your interrogatories that you 13 might have referred to yourself as. 14 A. Transfer agent, if I use that term, would be 15 we being the agent to transfer a gun from one private 16 party to another. That gun I would not consider part 17 of my inventory, and I would not call that a 18 profitable sale for my business or my answers to your 19 questions. 20 Q. Got it. And then the next clause of this 21 says, after "not involving a profitable sale from the 22 FFL's actual inventory, says, "the fee charged may be 23 \$50." So what we've been trying to figure out is 24 whether this means that an FFL might just happen to 25 charge \$50 or if this implies that there is some sort</p>	28	<p>1 says, "Customers have already expressed confusion 2 about what magazines will be legal, and Jensen Arms 3 will suffer significant losses in sales." Have you 4 had customers express confusion about what magazines 5 will be legal? 6 A. Yes. 7 Q. What type -- what sort of confusion? What 8 have they expressed? 9 A. Generally comes out just like that. Why 10 can't I buy this magazine? Or what magazine can I 11 buy, and why? They've heard something on the 12 Internet -- read something on the Internet, heard 13 something on TV, and they're not sure where their 14 legal responsibility is. 15 Q. Does Rocky Mountain Shooters Supply sell 16 magazines to law enforcement? 17 A. We sell them to individuals who are law 18 enforcement officers. We don't seek or sell to 19 departments. 20 Q. If law enforcement officers are exempt from 21 the large-capacity magazine limits -- if you don't 22 know that, I'm telling you -- 23 A. Correct. 24 Q. If a law enforcement officer comes in and 25 asks you, I'd like to buy a 30-round magazine for my</p>
27	<p>1 of \$50 cap. I just don't know what it means. Can you 2 help? 3 A. I can try to interpret. 4 Q. Yes. 5 A. My interpretation is that that should maybe 6 say a fee charged may be as high as 50. That would be 7 my interpreting. Because we have charged as high as 8 \$50. Well, I shouldn't say -- we've charged as high 9 as 40. If we were to do private-party transfers 10 today, I would want 50. So I'm sure there's stores 11 that charge that amount. I know there are stores that 12 charge more than that out of state. 13 Q. I think you said this before, but the 50 that 14 you would have wanted if you were going to do it now 15 would be 40 for your own business and 10 to pass 16 through to the state? 17 A. Correct. 18 Q. Let's keep plowing through these. So a 19 couple pages later there is a big jump in paragraphs. 20 So I'd like you to look at paragraph 129. And I'm 21 going to just ask you questions about some of the 22 allegations in here, even though they're not 23 necessarily directly made by you. But I'm just 24 curious about them. 25 Specifically at the end of paragraph 129 it</p>	29	<p>1 patrol rifle, would you sell them -- would you sell it 2 to them? 3 A. Yes. 4 Q. What documentation would you require before 5 doing that? 6 A. A badge or letterhead from the department. 7 We've not used that yet, but. . . 8 Q. Do you have a display for magazines that you 9 would sell under the law enforcement exemption or do 10 you keep them behind the counter? 11 A. All of our magazines are exposed in the 12 store, above 15 and below 15, both behind the counter 13 and outside where customers can get to them. 14 Q. Have customers expressed confusion to you 15 about magazines that have -- that are smaller than 15 16 but that have removable base plates? 17 A. Yes. 18 Q. What are some of the things they've said 19 about those magazines? 20 A. There again, I think it's just a general 21 confusion as to -- they're looking to us to interpret 22 the law, has been how that plays out. This has a 23 removable base plate, can I -- what's the law say? Am 24 I in trouble? We do our best to interpret it as we 25 understand it.</p>

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1 MR. GROVE: This might be a good opportunity
 2 to put the use immunity thing on the record again.
 3 MR. COLIN: Okay.
 4 MR. GROVE: Marc, you did a better job of
 5 explaining than I did the last time. Why don't you.
 6 MR. COLIN: Sure. My understanding from your
 7 introductory comments is that you're about to ask
 8 questions regarding an area of inquiry that was first
 9 made with respect to Interrogatory Number 4, to which
 10 Mr. Brough asserted a Fifth Amendment privilege.
 11 If I'm understanding you correctly, you're
 12 about to inquire regarding the sales by Rocky Mountain
 13 Shooters Supply, and Mr. Brough's personal knowledge
 14 thereof, of magazines with the capacity of 15 rounds
 15 or less with removable base plates, which has spurred
 16 the assertion of a Fifth Amendment privilege. My
 17 understanding is that in order to get responses to
 18 questions in this particular area from this witness,
 19 the attorney general has agreed to offer use immunity
 20 to this witness, pursuant to Title 18, United States
 21 Code 6002, and Federal Rule of Civil Procedure --
 22 Criminal Procedure 732(b).
 23 And under the circumstances that we've just
 24 described, this witness would be willing, under that
 25 promise of use immunity, to respond to your questions,

31

1 with the proviso that this area of inquiry will be
 2 designated under the protective order as confidential.
 3 MR. GROVE: That's right. To the extent the
 4 attorney general is able to offer use immunity, he's
 5 willing to extend that.
 6 (Pursuant to agreement of counsel, the
 7 following portion of the deposition, pages 32 through
 8 34, was taken under a stipulation of confidentiality,
 9 to be bound separately and marked "Confidential.")
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1 (The confidential portion of the deposition
 2 having been concluded, the regular proceedings of the
 3 deposition were resumed.)
 4 Q. (By Mr. Grove) Let's go back to the
 5 complaint, which was Exhibit 3. Paragraph 131 in here
 6 says -- it refers to Green Mountain Guns, which is
 7 another plaintiff -- Smith & Wesson has already
 8 informed Green Mountain Guns that it will no longer
 9 ship merchandise to Green Mountain Guns because of the
 10 uncertainty caused by House Bill 1224 and confusion
 11 about what will and won't be legal.
 12 I guess the first question is, do you carry
 13 Smith & Wesson products?
 14 A. We do.
 15 Q. Have you had this same conversation with
 16 Smith & Wesson as Green Mountain Guns apparently has?
 17 A. I believe that prior to my interrogatories I
 18 had not been told that. A subsequent date I was told
 19 that, that Smith would not ship directly to us. And
 20 the companies are trying to figure out what the law
 21 means for them as well, the manufacturers. I don't
 22 know what the current status is with Smith
 23 specifically.
 24 Q. How frequently do you get shipments from
 25 them?

36

1 A. From Smith & Wesson specifically, it's common
 2 for us to place two large orders with them, and those
 3 shipments stretch out for several months. Once a
 4 month would not be unlikely.
 5 Q. Have you noticed that Smith has not shipped
 6 something that you were expecting in the last several
 7 months?
 8 A. Between July 1st and October 1st I know that
 9 was the case, where they did not ship guns with
 10 capacities over 16 rounds. We recently received some
 11 Smith within the last three or four weeks. They may
 12 have higher capacity magazines with them. They may
 13 have changed their stance, but I'm not positive.
 14 Q. So it sounds like they didn't suspend
 15 shipments entirely, but they were suspending shipments
 16 of guns that came standard with a large-capacity
 17 magazine. Is that accurate?
 18 A. That is correct, they didn't suspend all
 19 shipments; they only suspended shipments of guns with
 20 higher capacity magazines, 16 rounds and above.
 21 Q. Do you know of any Smith & Wesson guns that
 22 come with a higher capacity magazine of 16 or more
 23 that are not compatible with a magazine that holds
 24 fewer than -- 15 or fewer rounds?
 25 A. Guns that come standard with a higher

37	<p>1 capacity magazine that would not be compatible with a 2 lower capacity magazine. 3 Q. Correct. 4 A. There may be. I don't know if that's the 5 case. 6 Q. How much of your inventory of magazines has 7 been -- and this was another term I saw in the 8 interrogatories -- has been rendered dead inventory 9 since July 1st, 2013? 10 A. On July 1st, based on that inventory, 11 probably 40 percent. And I guess I'll say that those 12 would be magazines that contain more than 15 rounds. 13 It would not relate to magazines with removable base 14 plates. 15 Q. So 40 percent of the magazines that you had 16 on July 1st, 2013, were large-capacity magazines? 17 A. Large-capacity magazines. 18 Q. And what are you doing with those magazines? 19 MR. COLIN: That's going to have to be one 20 that we're going to assert the privilege and expect to 21 receive use immunity to respond, and which would be 22 under the protective order. 23 MR. GROVE: That's fine. 24 25</p>	40	<p>1 (The confidential portion of the deposition 2 having been concluded, the regular proceedings of the 3 deposition were resumed.) 4 MR. GROVE: That's enough of that. 5 (Exhibit 4 marked for identification.) 6 Q. (By Mr. Grove) So these are your 7 interrogatory responses, and I think we're on 8 Exhibit 4 now. So let's start with Interrogatory 9 Number 1. And in the second paragraph of that you 10 say, "Plaintiff is barred from selling all magazines 11 and associated firearms that hold greater than 15 12 rounds" and that "Plaintiff has attempted to obtain 13 lower capacity magazines that are compatible with all 14 firearms. However, these magazines are not always 15 available, either because they do not exist or they 16 are difficult to obtain." 17 So I guess my first question is, what 18 firearms have you been unable to -- I want to ask the 19 broader question first. What firearms are there for 20 which a compatible magazine that holds 15 or fewer 21 rounds does not exist? 22 A. I know the Kel-Tec PMR is one. There are 23 maybe another dozen, maybe more. 24 Q. Do you carry the Kel-Tec PMR? 25 A. We do.</p>
38	<p>1 (Pursuant to agreement of counsel, the 2 following portion of the deposition, page 39, was 3 taken under a stipulation of confidentiality, to be 4 bound separately and marked "Confidential.") 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	41	<p>1 Q. And you mentioned that you provide 2 gunsmithing services as well. Have your folks there 3 looked into whether the magazine for the Kel-Tec or 4 any of these other ones could be permanently altered 5 to reduce the capacity? 6 A. We have not. 7 Q. Why isn't that something that you've 8 explored? 9 A. Availability of that particular gun is slim 10 at this point. 11 Q. Is it a popular weapon? 12 A. Very popular. 13 Q. Why? I'm just curious. 14 A. 30-round capacity in a .22 magnum handgun. 15 Very unique makeup. All three -- the three of those 16 make that a unique firearm. 17 Q. I'm not a gun expert by any means, but I've 18 learned at least through this case -- and maybe I'm 19 wrong on this -- that .22's generally don't have very 20 good stopping power. Is there something different 21 about this particular one? 22 A. .22 magnum would be a slightly different 23 cartridge than the standard .22. 24 Q. So is it a bigger bullet or higher velocity? 25 A. Higher velocity.</p>

42	<p>1 Q. The other bit of this sentence was that some</p> <p>2 of these magazines are difficult to obtain. What</p> <p>3 smaller-capacity magazines have you had difficulty</p> <p>4 obtaining?</p> <p>5 A. Almost all 10-round, quote/unquote,</p> <p>6 California-compliant magazines are difficult to</p> <p>7 obtain. Because of demand for the product, there are</p> <p>8 lower amounts of production. It's not out there.</p> <p>9 Q. Does that apply across the board to both</p> <p>10 rifles and to pistol magazines?</p> <p>11 A. I'm going to say typically no.</p> <p>12 Q. Which is easier to get?</p> <p>13 A. Lower capacity rifle magazines are easier to</p> <p>14 get than lower capacity pistol magazines.</p> <p>15 Q. Then, if you know, would you attribute that</p> <p>16 more to the demand side or the supply side?</p> <p>17 A. I think it would be both. The demand for low</p> <p>18 capacity rifle magazines is higher because of their</p> <p>19 use in hunting applications. So they produce more of</p> <p>20 them to meet that demand.</p> <p>21 Q. And then lower capacity pistol magazines</p> <p>22 are -- I mean, there are a lot of pistols already, I</p> <p>23 mean, .45's, for example. And most .40's come</p> <p>24 standard with fewer than 15 rounds, right?</p> <p>25 A. (Witness nodded head.)</p>	44	<p>1 that you can't have the magazine or you can only have</p> <p>2 it with a 10-round magazine? Do people walk away from</p> <p>3 sales? What happens?</p> <p>4 A. When he gets done stomping around the store?</p> <p>5 Q. Yes.</p> <p>6 A. Some of each. If the gun is their second or</p> <p>7 third in their collection and they have plenty of</p> <p>8 magazines that have been grandfathered in, not a huge</p> <p>9 deal to them. If it is their first purchase and</p> <p>10 they're expecting to buy a 30-round magazine, they</p> <p>11 frequently get mad, upset, they learn the new law.</p> <p>12 Frequently they don't buy. Sometimes they buy without</p> <p>13 a magazine and go elsewhere to find a magazine.</p> <p>14 Q. Do you offer to include a compliant magazine</p> <p>15 in the purchase?</p> <p>16 A. In recent couple of months, we've been able</p> <p>17 to acquire compliant magazines. And that's how we now</p> <p>18 sell them, is we would take the 30-rounder out that</p> <p>19 gets shipped with the gun, replace it with a</p> <p>20 10-rounder, and that's how we sold them.</p> <p>21 Q. Do you send the 30-rounder up to your Wyoming</p> <p>22 store to sell there?</p> <p>23 A. Yes.</p> <p>24 Q. Under 3(d) it says, approximately 19 percent</p> <p>25 of Rocky Mountain Shooters Supply sales were for</p>
43	<p>1 Q. So you're mainly just talking about 9</p> <p>2 millimeters and .22's. Are they the ones that most</p> <p>3 commonly come with a standard larger capacity?</p> <p>4 A. Typically, uh-huh.</p> <p>5 Q. It sounds like there just aren't a lot of</p> <p>6 aftermarket options for smaller magazines in those</p> <p>7 calibers.</p> <p>8 A. Availability of aftermarket options is</p> <p>9 difficult.</p> <p>10 Q. I'm coming up with a business plan as we</p> <p>11 speak.</p> <p>12 A. It's only if the law stays in effect, right?</p> <p>13 Q. You've always got California. That's a big</p> <p>14 market.</p> <p>15 Let's move on to page 9 of this Exhibit 4.</p> <p>16 Interrogatory 3, we asked you to discuss firearms that</p> <p>17 you've sold that carry -- that come standard with</p> <p>18 larger-capacity magazines. And in 3(a) you indicated</p> <p>19 that the store has sold firearms that come standard</p> <p>20 with larger-capacity magazines, but in all instances</p> <p>21 you either sold the firearm without a magazine or sold</p> <p>22 it with a lower capacity magazine when it was</p> <p>23 available. Most were sold without a magazine.</p> <p>24 What does a customer do when he comes in and</p> <p>25 tries to buy an AR-15 and then you have to tell him</p>	45	<p>1 firearms that hold 15 rounds or more prior to July 1,</p> <p>2 2013. Are you there?</p> <p>3 A. Uh-huh, I am.</p> <p>4 Q. Now, I'm guessing -- I don't want to put</p> <p>5 words in your mouth, but I'm guessing that what you</p> <p>6 mean here is that approximately 19 percent of the</p> <p>7 sales were for firearms that come standard with</p> <p>8 magazines that hold 15 or more rounds, because it</p> <p>9 seems like any gun just about could hold a gigantic</p> <p>10 magazine if you want it to. Right?</p> <p>11 A. Correct. Guns that would have come standard.</p> <p>12 Q. How about after July 1, 2013, how has that</p> <p>13 figure changed, if at all?</p> <p>14 A. Less than 10 percent.</p> <p>15 Q. You mean fewer than 10 percent of your sales?</p> <p>16 A. Fewer than 10 percent of our gross sales</p> <p>17 would be guns that come standard.</p> <p>18 Q. Got it. Stop me if I asked this before. But</p> <p>19 we're on page 13. And this is Interrogatory 8, in</p> <p>20 which we asked about communications that you've had</p> <p>21 with suppliers or manufacturers. The first one that</p> <p>22 you mention here is Bill Binet, who is the local rep</p> <p>23 for CZ. These responses are a couple months old now.</p> <p>24 Is CZ still declining to ship to you?</p> <p>25 A. As far as I know, yes.</p>

46	<p>1 Q. Is that all guns or only ones that are not 2 compatible?</p> <p>3 A. Only guns that would ship with -- standard 4 with 15-round magazines, greater than 15 rounds.</p> <p>5 Q. That was a poor question that led to an 6 ambiguous answer, which was my fault.</p> <p>7 So CZ, as I understand it, is still shipping 8 your firearms, just not firearms that come standard 9 with a noncompliant magazine under Colorado law?</p> <p>10 A. Correct.</p> <p>11 Q. And Number 2 here is Blaine Roberts from 12 Springfield Armory. Says, "Springfield will not ship 13 any firearm to Rocky Mountain Shooters Supply that 14 comes standard with a magazine larger than 15 rounds." 15 So I'm guessing that probably would include the 16 Springfield XDM pistol. Is that right?</p> <p>17 A. That's correct.</p> <p>18 Q. Any others?</p> <p>19 A. I think they have an XD model that's greater 20 than 15 rounds in a 9 millimeter, XD and XDM being two 21 different models.</p> <p>22 Q. Have you ever tried to seat an XD magazine 23 into an XDM, by chance?</p> <p>24 A. They do not work.</p> <p>25 Q. Let's go to Interrogatory 10, which is on</p>	48	<p>1 they sold a firearm." I'm curious about the tense of 2 this. Is this as of today or has that policy changed?</p> <p>3 A. Prior to July 1st.</p> <p>4 Q. Okay. What about now?</p> <p>5 A. We charge an additional \$10 fee on firearms 6 where we are making -- that are sold out of our 7 inventory, assumed to be profitable.</p> <p>8 Q. Then the next sentence talks about the 9 transfer agent, "but did not complete a sale." So I 10 think the nuance here is that you're saying you didn't 11 complete a sale because you never considered it to be 12 in your inventory. Is that right?</p> <p>13 A. That would be correct.</p> <p>14 Q. On magazine extensions, what's in the box 15 for -- I mean, is it a kit or is it just a piece of 16 plastic? If I go and buy a magazine extension, what 17 am I going to get?</p> <p>18 A. Typically you get a piece that's this long to 19 this long (indicating), at least in the Pearce grips 20 that we sell.</p> <p>21 Q. You're holding your fingers about an inch 22 apart?</p> <p>23 A. Inch to two inches at the most. That piece 24 replaces the butt plate of what would be the magazine.</p> <p>25 Q. Does it come with a spring?</p>
47	<p>1 page 14. I don't know if this bit falls under the 2 confidentiality agreement, but we can do that if you 3 want.</p> <p>4 A. Grip extensions.</p> <p>5 Q. These -- are you continuing to sell these 6 extenders that are identified in Interrogatory 10?</p> <p>7 A. Yes.</p> <p>8 Q. Are there any that you have ceased selling 9 after July 1, 2013?</p> <p>10 A. In the grip extensions, no.</p> <p>11 Q. Do you carry or did you carry before the -- I 12 think it's the Kriss Glock extension that adds 17 13 rounds to a Glock magazine?</p> <p>14 A. We have not carried that.</p> <p>15 Q. Let's look at Interrogatory 11. And this is 16 where that transfer agent phrase that I brought up 17 came from. So the first sentence of this says you 18 have not charged a fee for running background checks 19 in which you sold a firearm. Is that historically or 20 is that current?</p> <p>21 A. Item (a) under --</p> <p>22 Q. I'm sorry. I'm on Interrogatory Number 11 23 and I'm on your response. The first sentence of that 24 is, "Plaintiff Rocky Mountain Shooters Supply has not 25 charged a fee for running background checks in which</p>	49	<p>1 A. Does not.</p> <p>2 Q. So do you use the spring that was previously 3 in the magazine?</p> <p>4 A. Yes.</p> <p>5 Q. Do you know if putting on an aftermarket 6 extension has any effect on the warranty for a 7 magazine that you already own?</p> <p>8 A. I don't know.</p> <p>9 Q. Generally with firearms and firearms 10 accessories, if you alter the firearm or the accessory 11 in any way, does that, to your knowledge, have any 12 effect on the warranty?</p> <p>13 A. I would say generally with firearms it can 14 and frequently would. Firearms accessories, I don't 15 know the policies.</p> <p>16 Q. What kind of warranties does a gun come with? 17 Say I want to buy a Glock. Does it have five years, 18 lifetime?</p> <p>19 A. A good question. Many manufacturers offer, 20 at least to the original purchaser, an assumed 21 lifetime warranty for things that are manufactured 22 defects. Wear items obviously would not be covered. 23 For example, a barrel, if it split at five or ten 24 years down the road and it was a manufactured defect, 25 they would generally take care of that. I don't know</p>

30 (b) (6) Deposition of Timothy Brough

50	<p>1 if that's part of their official warranty, but it's</p> <p>2 frequent for them to take care of it.</p> <p>3 Q. But if I ran over it with my car, that won't</p> <p>4 be covered?</p> <p>5 A. Don't do that.</p> <p>6 Q. You mentioned earlier that you have started</p> <p>7 to be able to get compliant magazines for AR platform</p> <p>8 firearms. Are those typically 10, are they 15, or</p> <p>9 some combination?</p> <p>10 A. Haven't tried to get 15-rounders. Have only</p> <p>11 tried to get 10.</p> <p>12 Q. Are you aware if 15-rounders exist? Are they</p> <p>13 available?</p> <p>14 A. They exist. Whether or not they're</p> <p>15 available, I don't know. Just haven't tried them.</p> <p>16 Q. So I'm going to list a whole bunch of</p> <p>17 companies here. I just want to see if you're familiar</p> <p>18 with them. There are a lot of firearms companies.</p> <p>19 That's what I discovered.</p> <p>20 A. There are. You'll have a lot of competition.</p> <p>21 Q. I will.</p> <p>22 Magpul, have you heard of them?</p> <p>23 A. Sure.</p> <p>24 Q. Bushmaster?</p> <p>25 A. Yes.</p>	52
51	<p>1 Q. ASC?</p> <p>2 A. I don't recall them.</p> <p>3 Q. Remington?</p> <p>4 A. Yes.</p> <p>5 Q. Precision Reflex?</p> <p>6 A. Yes.</p> <p>7 Q. Checkmate?</p> <p>8 A. No.</p> <p>9 Q. Auto-Ordnance?</p> <p>10 A. Yes.</p> <p>11 Q. Rock River?</p> <p>12 A. Yes.</p> <p>13 Q. ArmaLite?</p> <p>14 A. Yes.</p> <p>15 Q. Barrett?</p> <p>16 A. Yes.</p> <p>17 Q. ProMag?</p> <p>18 A. Yes.</p> <p>19 Q. Thermold?</p> <p>20 A. Yes.</p> <p>21 Q. Lancer?</p> <p>22 A. Yes.</p> <p>23 Q. Safariland?</p> <p>24 A. Yes.</p> <p>25 Q. My favorite one. Stoner Arms?</p>	53

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1 MR. COLIN: Good math.
 2 Q. (By Mr. Grove) Excellent. And then when we
 3 get to pistols, you know, they come in different frame
 4 sizes. Generally, my understanding is that there is a
 5 subcompact and then a compact and then full frame. Is
 6 that fair to say, that --
 7 A. Sure, that's reasonable.
 8 Q. -- those are the three categories? How would
 9 you say your sales break down in terms of how many of
 10 those, within the universe of pistols?
 11 A. Currently, within the last year or so, the
 12 subcompacts probably comprise 30 percent of our sales;
 13 the midsize frame or compact frame, 45 percent; and
 14 the balance in the large size.
 15 Q. And do compacts and subcompacts -- what's the
 16 typical -- I guess subcompacts would obviously be
 17 smaller. What's the largest magazine that typically
 18 comes standard with a compact?
 19 A. In .40s and .45's they're going to be in the
 20 10- to 13-round range. 9 millimeters, some will
 21 exceed 15, but not many.
 22 Q. Which ones exceed 15?
 23 A. I believe the XDM will exceed 15. I think
 24 it's a 16-rounder. There might be one or two others,
 25 but the bulk of them would be under.

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1 MR. GROVE: Could we go off for a second?
 2 (Discussion off the record.)
 3 (Recess from 2:28 p.m. to 2:32 p.m.)
 4 MR. GROVE: Done.
 5 (Deposition adjourned at 2:32 p.m.)
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1 I have read the foregoing transcript of my
 2 testimony and have indicated the same by my signature.
 3
 4
 5
 6 _____
 7 TIMOTHY BROUGH
 8
 9 Subscribed and sworn to before me by
 10 TIMOTHY BROUGH on this _____ day of
 11 _____, 2013.
 12 My commission expires: _____
 13
 14
 15 _____
 16 Notary Public
 17
 18 _____
 19 Address
 20
 21
 22
 23
 24
 25

57

1 REPORTER'S CERTIFICATE
 2
 3 Lisa D. Anthony, Registered Professional
 4 Reporter, Certified Realtime Reporter, and Notary
 5 Public, State of Colorado, duly commissioned to
 6 administer oaths, does hereby certify that previous to
 7 the commencement of the deposition the deponent was
 8 first duly sworn by me to testify to the truth;
 9 That the said deposition was stenographically
 10 recorded by me at the time and place aforesaid and was
 11 processed by computer into typewritten form under my
 12 supervision, and the foregoing constitutes an accurate
 13 and complete transcript; that the deponent reserved
 14 signature; that I am not counsel nor in any way
 15 connected with any counsel for any of the parties to
 16 said action or otherwise interested in its event.
 17 IN WITNESS WHEREOF, I have hereunto set my
 18 hand and affixed my seal this 18th day of November,
 19 2013.
 20 My Commission expires: September 14, 2017.
 21
 22
 23 _____
 24 LISA D. ANTHONY, RPR, CRR
 25 for CALDERWOOD-MACKELPRANG, INC.

30 (b) (6) Deposition of Timothy Brough

58

1 CALDERWOOD-MACKELPRANG, INC.
7150 East Hampden Avenue, Suite 303
2 Denver, CO 80224
(303)477-3500

3
4 November 18, 2013

5 MARC E. COLIN, ESQ.
Bruno, Colin & Lowe, P.C.
1999 Broadway, Suite 3100
6 Denver, CO 80202

7 Re: John B. Cooke, et al. v. John W. Hickenlooper
Deposition of: TIMOTHY BROUGH

8 Dear Mr. Colin:

9
10 The deposition in the above-entitled matter is ready
for reading and signing. Please attend to this matter
by complying with ALL blanks checked below:

11 _____ arranging with us at the number listed above to
12 read and sign the deposition in our office
13 XX having deponent read your copy and sign
amendment sheets, if any (original signature
14 page enclosed)
15 _____ reading enclosed deposition, signing signature
page and correction sheets, if any

16 XX within 35 days of the date of this letter

17 _____ by _____ due to a trial/hearing date of

18
19 Please be sure that the signature page and amendment
sheets, if any, are signed before a Notary Public and
20 returned to our office. If this matter has not been
taken care of within said period of time, the
21 deposition will be filed unsigned pursuant to the
Rules of Civil Procedure. Thank you.

22 CALDERWOOD-MACKELPRANG

23 cc: Counsel of Record
24
25

59

1 CALDERWOOD-MACKELPRANG, INC.
7150 East Hampden Avenue, Suite 303
2 Denver, CO 80224
(303)477-3500

3
4 MATTHEW D. GROVE, ESQ.
Assistant Attorney General
Ralph L. Carr Colorado Judicial Center
5 1300 Broadway, 6th Floor
Denver, CO 80203

6
7 Re: John B. Cooke, et al. v. John W. Hickenlooper

8 Dear Mr. Grove:

9 Enclosed is the deposition of: TIMOTHY BROUGH

10 _____ Previously filed. Forwarding signature page
and amendment sheets.
11 _____ Signed, no changes.
12 _____ Signed, with changes, copy enclosed.
13 _____ Unsigned, notice duly given _____,
pursuant to the Rules of Civil Procedure.

14 _____ Not signed, notice duly given _____,
15 since trial is set for _____.

16 _____ No signature required.
17 _____ Signature waived.
18 _____ To be signed in court.
19 _____ Signature pages/amendment sheets to be returned
to court on date of trial.

20 _____ Mailed by Certified Mail No. _____
21 on approximately _____.

22 _____ Hand-delivered on approximately _____.

23 CALDERWOOD-MACKELPRANG, INC.
24 cc: Counsel of Record
25