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21 Attorneys for Plaintiffs

22 **UNITED STATES DISTRICT COURT**

23 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

24 ADAM BRANDY, et al.,  
25  
26 Plaintiffs,

27 vs.

28 ALEX VILLANUEVA, in his official  
capacity as Sheriff of Los Angeles  
County, California, and in his capacity as

Case No. 2:20-cv-02874

**DECLARATION OF JASON  
MONTES IN SUPPORT OF  
PLAINTIFFS' APPLICATION  
FOR TEMPORARY  
RESTRAINING ORDER AND  
ISSUANCE OF PRELIMINARY  
INJUNCTION**

1 the Director of Emergency Operations, et  
2 al.,

3 Defendants.

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5  
6 **DECLARATION OF JASON MONTES**

7 I, Jason Montes, declare as follows:

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1. I am an adult resident of the County of Los Angeles, California, the owner and operator Plaintiff Weyland-Yyutani LLC, d.b.a. Match Grade Gunsmiths (“Match Grade”) in Cerritos, California, and am personally named as a plaintiff in the above matter. I have personal knowledge of the facts stated herein, and if called as a witness, I could competently testify to these facts.
  2. This declaration is executed in support of Plaintiffs’ Application for Temporary Restraining Order and Issuance of Preliminary Injunction.
  3. I am not prohibited from acquiring or possessing firearms and ammunition under federal and state law.
  4. Plaintiff Match Grade and I are licensed to sell and transfer firearms and ammunition to non-prohibited individuals who meet federal and state requirements for the purchase and transfer of such items.
  5. Plaintiff Match Grade is a Veteran-owned, full-service manufacturer, retailer, gunsmith, repair facility, and machine shop. It has gunsmiths that are certified armorers for common firearm manufacturers including Sig

1 Sauer, Smith and Wesson, Springfield Armory, and Glock. Plaintiff Match  
2 Grade “can customize anything you can think of,” and our “master gunsmith  
3 can manufacture custom parts, build custom rifles,” and configure pistols to  
4 customers’ needs.  
5

6 6. Plaintiff Match Grade and I are concerned about our own safety, the safety  
7 of our customers, and the safety of the general public, especially in light of  
8 the developing situation involving the spread of COVID-19 and the release  
9 of criminals and inmates.  
10

11  
12 7. In order for individuals to comply with California law, they may only acquire  
13 and take possession of firearms and ammunition in a face to face transaction  
14 at a licensed firearm and ammunition vendor. Firearm and ammunition  
15 product manufacturers, retailers, importers, distributors, and shooting ranges  
16 are “Essential Businesses” to us and our customers.  
17

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19 8. Defendants’ Orders and actions have resulted in firearm and ammunition  
20 stores, like and including me and Plaintiff Match Grade, being shut down.  
21 Such closures damage me, Plaintiff Match Grade, other firearm and  
22 ammunition retailers, our customers, and law-abiding members of the public  
23 who wish to exercise their rights.  
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26 9. Plaintiff Match Grade and I have ceased to conduct sales and transfers of  
27 firearms and ammunition because of Defendants’ laws, policies, orders,  
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1 practices, customs, and enforcement actions, and for fear of liability,  
2 prosecution, and loss of licenses under Defendants' laws, orders, policies,  
3 practices, customs, and enforcement actions.  
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5 10. Plaintiff Match Grade and I would conduct training and education, perform  
6 Firearms Safety Certificate ("FSC") testing for and issue FSC certificates to  
7 eligible persons, and sell and transfer arms – including firearms,  
8 ammunition, magazines, and appurtenances – at our licenses premises but  
9 for the reasonable and imminent fear of criminal prosecution, penalties, and  
10 the loss of our licenses under Defendants' laws, policies, orders, practices,  
11 customs, and enforcement thereof.  
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15 11. Plaintiff Match Grade and I, as well as our customers and individuals who  
16 would be customers, have been and continue to be adversely and directly  
17 harmed because of Defendants' laws, policies, orders, practices, customs, and  
18 enforcement actions.  
19

20 12. As detailed in the Plaintiffs' First Amended Complaint, Plaintiffs, Plaintiffs'  
21 members and customers, and other similarly situated individuals would  
22 exercise the fundamental human right to acquire, keep, bear, and practice  
23 proficiency training and shooting with arms – including firearms, ammunition,  
24 magazines, and appurtenances – for lawful purposes including self-defense,  
25 and would do so, but for fear of liability and prosecution under Defendants'  
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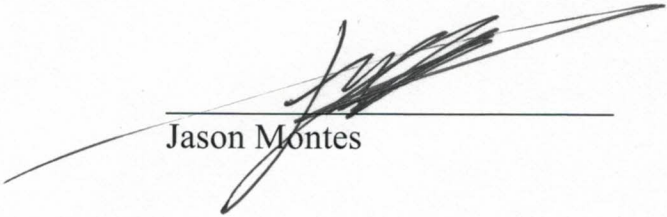
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laws, orders, policies, practices, customs, and enforcement actions.

13. Accordingly, and for reasons set for in Plaintiffs’ application, I respectfully ask this Court to: (A) Declare that the operation of firearm and ammunition product manufacturers, retailers, importers, distributors, and shooting ranges are “essential” so that firearm and ammunition product manufacturers, retailers, importers, distributors, and shooting ranges may continue to operate; (B) Grant Plaintiffs’ application and issue a temporary restraining order and a preliminary injunction enjoining State and Local Defendants from enforcing their Orders and enforcement policies, practices, and customs that individually and/or collectively violate the Second, Fifth, and Fourteenth Amendments, to restore the status quo ante and so that firearm and ammunition product manufacturers, retailers, importers, distributors, and shooting ranges may continue to operate; and, (C) Grant all other and further relief, including injunctive relief, against Defendants as necessary to effectuate the Court’s judgment, or as the Court otherwise deems just and equitable.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 30, 2020.

  
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Jason Montes