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10 **UNITED STATES DISTRICT COURT**
11 **SOUTHERN DISTRICT OF CALIFORNIA**

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.
15

16 GIOVANNI VINCENZO TILOTTA
17 (3),

18 Defendant.
19

Case No.: 19-CR-4768-GPC

Date: March 3, 2023

Time: 9:30 a.m.

The Honorable Gonzalo P. Curiel

**UNITED STATES’ SENTENCING
MEMORANDUM**

20 “My bro! Love Gio! He’s our pers[on]al gun dealer”—Marco Garmo to Will Anton¹
21

22 Giovanni Tilotta was the owner and operator of a licensed firearms dealer
23 catering to law enforcement. As a trusted gatekeeper with the authority to sell guns, he
24 was expected to learn and apply the laws governing firearms transfers—and at a
25 minimum not to actively assist his customers in breaking the law. Instead, Tilotta made
26 a deal with a high-ranking Sheriff’s officer to repeatedly conduct unlawful transfers, to
27 distribute special (and illegal) favors to powerful people, and to try to cover it all up.
28

¹ Text message dated November 3, 2016. Ex. 225.

1 Over the years, Tilotta was an important part of a well-oiled machine of straw purchases
2 and firearms-for-favors, which required a complicit licensed dealer to operate at scale
3 and avoid detection. In just one transaction, Tilotta processed backdated transfer
4 records for a criminal defense attorney buying guns inside the Sheriff's Captain's
5 private office: a location prohibited by California law. In fact, Tilotta persisted in
6 committing crimes even after being warned by state authorities about straw purchases,
7 and he conceived one of the primary efforts to cover up the group's illegal transfers.
8 Accordingly, after a modest downward departure for his military service, the United
9 States recommends that Tilotta be sentenced to 21 months of imprisonment.

10 II.

11 STATEMENT OF THE CASE

12 On November 21, 2019, a federal grand jury in the Southern District of California
13 returned a 23-count indictment charging five defendants with firearms and drug
14 trafficking offenses. ECF 1. Tilotta was arraigned on November 25, 2019 and pleaded
15 not guilty. ECF 29.² Tilotta and co-defendant Waiel "Will" Anton were charged in a
16 superseding indictment on April 2, 2021, which formed the basis for Tilotta's trial. ECF
17 152. Each of Tilotta's co-defendants has pled guilty. ECF 8, 108, 290.

18 At trial, Tilotta was convicted by jury on September 8, 2022 of three counts:
19 (1) conspiracy to make false statements in the acquisition of a firearm, in violation of
20 18 U.S.C. §§ 371 and 924(a)(1)(A) (Count 1); (2) aiding and abetting co-defendant M.
21 Marco Garmo in engaging in the business of dealing in firearms without a license, in
22 violation of 18 U.S.C. §§ 922(a)(1)(A) and 2 (Count 2); and (3) aiding and abetting
23 Garmo and co-defendant Leo Hamel in making false statements in the acquisition of a
24 firearm, in violation of 18 U.S.C. §§ 924(a)(1)(A) and 2 (Count 4). ECF 324. The jury
25

26 ² Tilotta was traveling the day that two of his co-defendants were arrested and was
27 allowed to return and self-surrender several days later. Although he was booked and
28 released by court order, he was never actually arrested. See ECF 33, 84.

1 did not reach a verdict on Count 7: conducting a firearms transaction in violation of
2 state law, in violation of 18 U.S.C. § 922(b)(2). *Id.*

3 **III.**

4 **STATEMENT OF FACTS**

5 Tilotta became a federal firearms licensee (or “FFL”) in 2012 and held a license
6 almost continually until February 13, 2019. Tilotta was licensed in part through his
7 corporation, Omni Equipment Solutions, and did business as Honey Badger Firearms
8 (“HBF”). In 2016, via an asset purchase agreement, Tilotta bought the inventory and
9 assumed the premises of a nearby FFL that sold almost exclusively to law enforcement
10 customers. Tilotta hired one of the predecessor FFL’s staff—J.R. Diaz—as his sole
11 employee, whom he supervised throughout the charged conspiracy. During the relevant
12 period, from 2015 to early 2019, HBF transferred about 1,000 firearms per year.

13 Especially after the acquisition, Tilotta’s business focused on selling firearms to
14 law enforcement officers, who had a lucrative monopoly on “off-roster” handguns that
15 could not initially be sold to members of the public under California law. Tilotta
16 understood California’s roster prohibitions very well: his website warned his customers
17 about the restrictions, and his in-store handgun inventory was divided between “public”
18 and “police-only” display cases.

19 One of Tilotta’s most prominent customers was then-Captain of the San Diego
20 County Sheriff’s Department M. Marco Garmo. As Garmo admitted in his plea
21 agreement, he was engaged in the business of dealing in firearms without a license, and
22 a big part of his unlicensed firearms business involved straw purchasing off-roster
23 handguns for close (non-police) associates who could not themselves buy the weapons
24 new from a dealer.

25 Tilotta was instrumental to Garmo’s operation. In 2015, Garmo conducted his
26 first firearms transfer at Honey Badger Firearms: acquiring an off-roster Sig Sauer P320
27 compact handgun that was never transferred on paper, but which was found under Leo
28 Hamel’s jewelry shop (still registered to Garmo) during a warrant search on

1 February 13, 2019. Garmo’s second acquisition at HBF was October 21, 2015, when
2 he acquired a second Sig Sauer P320 compact, which emails revealed Garmo was straw
3 purchasing for Hamel. *E.g.*, Ex. 111. Garmo returned to HBF to flip the Sig to Hamel
4 in a private party transfer about seven months later on May 26, 2016.³ According to
5 the transfer records, Tilotta conducted both transactions himself.

6 At about the same time, the California Department of Justice (“Cal DOJ”) was
7 warning Tilotta to be on the lookout for straw purchases. On December 2, 2015, two
8 Cal DOJ inspectors completed an inspection of HBF, noting nine different categories
9 of deficiencies. Ex. 56. The second violation—the most serious after a notation that
10 HBF’s firearms were improperly secured—was a possible straw purchase that HBF had
11 processed in April 2015. In response, Tilotta and HBF were warned to be wary of straw
12 purchases and not to let them happen again. Tr. 1490:1–16.

13 Just months after receiving this warning, Tilotta processed the straw purchase for
14 which he was convicted in Count 4. On July 20, 2016, Tilotta supposedly finalized the
15 transfer papers for four firearms, including two off-roster Colt 1911s that Garmo was
16 straw purchasing for Jason Khoury and an off-roster Sig Legion P226 that Garmo was
17 straw purchasing for Hamel. Ex. 196. Mere weeks before Garmo acquired it, HBF had
18 transferred the same P226 to Hamel’s FFL on about May 18, 2016 (or June 18, 2016),
19 which then transferred it back to HBF a short time later on about June 24 or 25, 2016.
20 Exs. 209, 183, 211; Tr. 1535:2–1540:14. And on July 7, 2016—or June 30, 2016, or
21 perhaps July 20, 2016—Tilotta transferred the firearm to Garmo in the straw purchase
22 charged in Count 4.⁴

23
24 ³ Garmo almost never flipped a handgun at the same FFL where he acquired it,
25 with the notable exception of HBF. Unconcerned about Tilotta reporting any suspicious
26 patterns, Garmo transferred at least six firearms to others at HBF after buying the
27 weapons at HBF itself.

28 ⁴ Text evidence at trial suggested that Tilotta likely started early transfer papers for
this transaction, and then simply printed them up on July 20, 2016, brought them to
Garmo’s office at the Sheriff’s Department, and backdated everything there. *See*

1 In October 2016, Tilotta provided the ultimate “concierge service”: conducting a
2 one-stop firearms transfer, complete with backdated paperwork, inside Garmo’s
3 Sheriff’s Captain’s office for local defense attorney Vikas Bajaj. Emails, text messages,
4 and transfer records clearly showed at trial how Garmo had supplied Bajaj with an off-
5 roster Glock handgun weeks before the in-office transfer, which Bajaj fired and liked.
6 Then Garmo brokered Bajaj’s purchase of an AR-15 style rifle from Tilotta, describing
7 Bajaj to Tilotta as his “rich att[orne]y buddy.” Garmo directed Tilotta to throw in a
8 Smith & Wesson Shield handgun, and to pack the purchase with whatever accessories
9 Tilotta had lying around the shop. Ex. 240. At the October 28, 2016 transfer in Garmo’s
10 office, Tilotta brought the AR-15 and the Smith & Wesson Shield; Bajaj evidently
11 brought Garmo’s Glock; and Tilotta processed Bajaj’s transfer paperwork for the Shield
12 and the AR-15 as if the entire transaction had begun weeks earlier on October 8, 2016.
13 Ex. 46. Notably, in order to complete this transfer, Tilotta was required to falsify Bajaj’s
14 answers on the California transfer paperwork⁵ to begin the transfer process on
15 October 8, 2016. Indeed, there is zero evidence that Tilotta ever collected the actual
16 answers to those questions from Bajaj, or from any other source.

17 By November 2016, Garmo learned that he was the subject of a California state
18 investigation into his firearms transfers. The same year, while under the microscope,
19 Garmo’s use of Tilotta’s FFL intensified. Indeed, in 2016, Honey Badger cemented its
20 place as Garmo’s favorite FFL by volume and remained in the lead until Garmo’s
21

22
23 Ex. 238. The relevant form 4473, which Exhibit 238 suggests was signed July 20, 2016
24 at Garmo’s office, bears the initial certification date “6/30/2016,” which is crossed out
25 and initialed by Garmo; a new initial certification date of “7/7/2016”; and then a
purported re-certification date of July 20, 2016. *See* Ex. 196.

26 ⁵ These questions ask, among other things, whether the recipient is the subject of
27 a specified restraining order or has been admitted to a mental health facility as a danger
28 to self or others. *See* Ex. 46.

1 unlicensed dealing was interrupted by ATF and FBI warrant searches on February 13,
2 2019. Ex. 206.

3 Undoubtedly, one of the reasons Garmo preferred HBF was that they did not
4 require him to follow California law necessitating two trips to the FFL to provide the
5 correct certifications and abide by the ten-day waiting period for firearms transfers.
6 Instead, for trusted insiders like Garmo and his associates, Tilotta would prepare the
7 records in advance, input his own answers to the prohibited-person questions on the
8 California transfer papers, and then allow the customer to certify, re-certify, and
9 backdate all of the paperwork on a single day when completing the entire transaction.

10 In fact, Tilotta was also willing to process gun transfers for guns that were not
11 even present at his shop during the supposed transaction. For example, in September
12 2017, Garmo, Fred Magana, and Hamel needed to complete Hamel's acquisition of two
13 off-roster Walther handguns via Magana's straw purchase. But when Magana and
14 Hamel went to Tilotta on September 15, 2017 to complete the private party transfer,
15 text messages at trial proved that the two Walthers weren't even at Honey Badger
16 Firearms; they were in Garmo's office at the Sheriff's Department. Tr. 987:4-988:10
17 & Ex. 257. Tilotta started the transfer regardless. Ex. 66.

18 In committing his crimes, Tilotta directed others to create false exculpatory
19 records that would help explain their unlawful transfers if challenged. Specifically, in
20 the run-up to Garmo's July 2016 straw purchase of the off-roster Sig Legion P226 for
21 Hamel, decided that he would need an email from Garmo substantiating that Garmo
22 was purchasing the handgun for himself. "Gio asks that we do ordered guns [t]his way,"
23 Hamel wrote. "You email him first that you want a Sig Legion and a Walther P99cAS.
24 He will then reply ok. You then go in to order. You can do right away." Ex. 91; 121.

25 Tilotta benefited from his illegal arrangement with Garmo in several ways. First,
26 because Tilotta could not have lawfully sold off-roster firearms directly to private
27 citizens, every such handgun that he laundered through Marco Garmo was a direct
28 benefit to Tilotta and his FFL. While some trial evidence indicates that Tilotta's profit

margin on any given firearm was likely low, Tilotta also profited on accessories sold in connection with firearms transfers. Tr. 952:11–19. For example, in connection with a single illegal firearms transfer brokered by Garmo, Tilotta also sold over a thousand dollars of lucrative firearms accessories to attorney Vikas Bajaj—after Garmo told Tilotta to pack the bill with whatever add-ons he had lying around. Ex. 45; 240.

Finally, of course, the main benefit to assisting Garmo with his unlicensed firearms dealing was for Tilotta to bank favors with the possible future Sheriff of San Diego County. The annual budget for the Sheriff’s Department is estimated at a billion dollars, and Tilotta’s primary business goal was to become a government contractor—including with the County. Tr. 868:2–19. In fact, Tilotta was already using Garmo to position his firm to do business with the County, even before Garmo made his run for Sheriff. Ex. 262.

IV.

MEMORANDUM OF POINTS AND AUTHORITIES

A. Guidelines Calculations.

1. Introduction

At sentencing, the Court should calculate the guidelines as follows, for the reasons explained below:

12	Base offense level [USSG § 2K2.1(a)(7)]
+4	Number of firearms [USSG § 2K2.1(b)(1)(B)]
0	Firearms trafficking [USSG § 2K2.1(b)(5)]
0	Role [USSG § 3B1.1/1.2]
+2	Abuse of trust / use of special skill [USSG § 3B1.3]
0	Acceptance of responsibility [USSG § 3E1.1]
18	Offense level
-2	Military service [USSG § 5H1.11]
16	Final offense level

2. Number of Firearms

Tilotta was convicted of aiding and abetting Garmo’s unlicensed firearms dealing. The evidence at trial established that Garmo acquired 41 firearms from HBF

1 during the period that Tilotta was aiding and abetting his illegal dealing in firearms
2 without a license. Ex. 206; ECF 394.

3 At the same time, purely in the interests of compromise and avoiding potentially
4 resource-intensive scrutiny of each firearm transferred at HBF during Garmo's
5 unlicensed dealing, the parties have agreed to jointly recommend that Tilotta's relevant
6 conduct includes 24 firearms for purposes of USSG § 2K2.1. As such, Tilotta should
7 be subject to a four-level upward adjustment for the number of firearms involved in the
8 offense. USSG § 2K2.1(b)(1)(B).

9 3. Firearms Trafficking

10 The guidelines provide for a further four-level upward adjustment if the
11 defendant engaged in the trafficking of firearms. USSG § 2K2.1(b)(5). The
12 commentary makes clear that the adjustment applies if the defendant transferred two or
13 more firearms "and knew, or had reason to believe, that [this] conduct would result in
14 the transport, transfer, or disposal of a firearm to an individual whose possession or
15 receipt of the firearm would be unlawful, or who intended to use or dispose of the
16 firearm unlawfully." USSG § 2K2.1 cmt. n. 13(A).

17 While there is an argument both that Garmo's receipt and distribution of firearms
18 acquired from Tilotta was unlawful because it formed part of his unlicensed firearms
19 dealing, *and* that firearms Garmo was straw-purchasing for others who could not
20 initially purchase them from an FFL themselves resulted in transfer of a firearm to an
21 individual whose receipt of the firearm would be unlawful, the United States does not
22 press either of those arguments. This is so because the commentary also defines an
23 "individual whose possession or receipt of the firearm would be unlawful" to mean
24 *solely* someone with a specified prior conviction or then under a criminal justice
25 sentence. And while those to whom Tilotta transferred off-roster firearms as part of his
26 crimes were obviously not entitled to purchase those guns new under California law,
27 they were indisputably not felons or otherwise subject to a criminal justice sentence.
28 Accordingly, the United States does not recommend the application of this adjustment.

1 4. Role

2 At trial, Tilotta vigorously argued that he could not be faulted for the straw
3 purchase charged in Count 5 because the paperwork for that transaction was completed
4 by his sole employee, J.R. Diaz. *E.g.*, Tr. 1717:15 *et seq.* It is undisputed that Tilotta
5 supervised Diaz at Honey Badger, *e.g.*, Tr. 879:3–9, and there is ample evidence to
6 conclude that Tilotta supervised Diaz specifically in Diaz’s participation in that
7 transaction. *E.g.*, Tr. 911:6–912:2; Ex. 243; Tr. 926:16–9528:7; Ex. 223; Tr. 1011:14–
8 1012:23. Nevertheless, the United States does not recommend an upward adjustment
9 for aggravated role. *See* USSG § 3B1.1 cmt. n. 2 & 1.

10 At the same time, a reduction for minor role is certainly not appropriate. As the
11 only licensed dealer participating in Garmo’s scheme, Tilotta was not “substantially less
12 culpable than the average participant.” USSG § 3B1.2 cmt. n. 3(A). The most lenient
13 gloss on Tilotta’s participation is that he *is* the average participant in the overall firearms
14 enterprise involving Garmo, Hamel, Magana and others. By comparison, for example,
15 Garmo was sentenced based on an *aggravating* role adjustment. ECF 129, 127, 120.
16 On the other end of the spectrum, Magana received a minor role adjustment for his
17 culpable participation in a single transaction. ECF 17, 388. Such an adjustment would
18 not be appropriate for Tilotta, who was an instrumental part of the conspiracy over a
19 period of years, and who benefited to a far greater degree than Magana.

20 Examining the non-exclusive factors suggested by the commentary confirms this
21 view. *See* USSG § 3B1.2 cmt. n. 3(C). Tilotta clearly understood a good deal of the
22 scope and structure of Garmo’s unlicensed firearms dealing and straw purchasing
23 enterprise, much of which was conducted on Tilotta’s own premises or with his
24 knowing assistance. While Tilotta may not have been the primary planner of Garmo’s
25 entire operation, he did direct key parts of it, such as the collection of information to
26 prepare falsified and backdated transfer records and—crucially—the instructions to
27 prepare phony emails to suggest that the weapons Garmo was straw purchasing were
28 legitimate acquisitions for Garmo himself. Ex. 91, 121. Tilotta exercised some

1 decision-making authority over certain parts of the operation, such as the date and time
2 of transfers and (again) the need to lay a false paper trail for certain transactions. As
3 discussed below, Tilotta also had a degree of discretion in performing certain functions,
4 which cuts against minor role. Finally, Tilotta stood to benefit significantly from his
5 participation in the charged conduct, as discussed above.⁶

6 **5. Abuse of Trust / Use of Special Skill**

7 As an FFL, Tilotta also occupied a position of trust and used a special skill to
8 perpetrate the offenses of conviction. At the threshold, the plain language of the
9 guidelines provision is consistent with Tilotta’s role: in his position as an FFL and the
10 owner and operator of HBF, he was trusted both by the ATF and by his customers.

11 The ATF trusted Tilotta to faithfully apply the laws and regulations applicable to
12 firearms transfers. They provided him with instructions and resources, and completed
13 periodic inspections that were geared towards compliance, not enforcement. They also
14 trusted him to report suspicious or questionable transactions to the authorities, and to
15 halt transfers—like straw purchases—that violated the law.

16 For their part, Tilotta’s customers trusted him to guide them through the lawful
17 process for a legitimate firearms transfer. Only one participant in a firearms transfer is
18 licensed by the federal, state and local governments, and directly provided by them with
19 resources to understand the rules of the road. Only one participant—the FFL—certifies
20 on Form 4473 that “it is my belief that it is not unlawful for me to sell” the identified
21 firearm to the transferee listed on the form. *E.g.*, Ex. 196. Both the ATF and the FFL’s

22
23
24 ⁶ The force of each of these points is multiplied by the fact that the parties
25 recommend holding Tilotta responsible for only 24 firearms: a mere fraction of the
26 number of weapons that Garmo acquired at Tilotta’s FFL, and roughly a quarter of the
27 firearms that Garmo dealt overall. Even if Tilotta could argue that he were entitled to
28 a minor role reduction for the entire scope of Garmo’s unlicensed dealing operation—
which concerned at least 98 firearms, ECF 110 at 9—he is plainly not entitled to such
a reduction simply for relevant conduct consisting of only 24 firearms.

1 customers trust the FFL to make that certification honestly and in good faith. Tilotta
2 certainly abused both of those trusts in the ordinary sense.

3 But the guidelines commentary adds that a position of trust is “characterized by
4 professional or managerial discretion” and that “[p]ersons holding such positions
5 ordinarily are subject to significantly less supervision than employees whose
6 responsibilities are primarily non-discretionary in nature.” USSG § 3B1.3 cmt. n. 1. It
7 adds that “the position of public or private trust must have contributed in some
8 significant way to facilitating the commission or concealment of the offense (*e.g.*, by
9 making the detection of the offense or the defendant’s responsibility for the offense
10 more difficult).” *Id.*

11 Each of these concepts applies to Tilotta’s commission of this offense. Tilotta
12 was the founder, owner, and sole operator of the business through which he committed
13 the crimes of conviction. He was the holder of the license that enabled him to participate
14 in Garmo’s firearms trafficking as a complicit FFL. As the manager of HBF, Tilotta
15 was responsible for creating and implementing all its practices around firearms transfers
16 and recordkeeping. When Tilotta directed the practice of backdating firearms transfer
17 records, he was acting in a managerial role directing the affairs of HBF. Tr. 896:12-
18 897:6; *see also* Tr. 864:1-7, 19-22. Certainly, Tilotta’s position of trust contributed to
19 *both* the commission of the offense (making false statements in the acquisition of a
20 firearm) *and* its concealment. On the latter point, the Court need look no further than
21 the plan to create a false paper trail to cover Garmo’s straw purchase, which was plainly
22 Tilotta’s invention.

23 Put another way, Tilotta was certainly “subject to significantly less supervision
24 than employees whose responsibilities are primarily non-discretionary in nature.”
25 USSG § 3B1.3 cmt. n. 1. Within his small business, Tilotta was wholly unsupervised;
26 the buck stopped with him. He made the strategy decisions and charted the business’s
27 course. Tr. 864:19–24. He reviewed the transfer records for accuracy and
28 completeness. Tr. 926:16–928:7. *Vis-à-vis* the ATF, although Tilotta received training

1 and resources and periodic audits or inspections, he was functionally unsupervised for
2 all the transfers he conducted. And, crucially, he actively used his discretion in
3 preparing and maintaining records to *conceal* his illegal firearms transfers from
4 discovery during the audit process.

5 Tilotta also had discretion whether to report transfers occurring under his
6 supervision to ATF, as multiple witnesses testified that FFLs often did. Tr. 711:7–11;
7 1508:12–1509:5. But Tilotta didn’t. His exercise of this discretion, entrusted to him as
8 an ATF license holder, certainly facilitated the commission of this crime.

9 Tilotta was also sufficiently skilled and experienced in the application of the rules
10 and regulations applicable to firearms transactions that he provided advice about
11 transferring off-roster handguns to fellow FFL Leo Hamel. In January 2016, shortly
12 after the two first met, Hamel asked Tilotta “as an FFL, can I buy off roster handguns
13 and hi cap magazines if I only sell to Law enforcement individuals? . . . I am new at
14 this.” Ex. 101. Tilotta responded that Hamel could sell the magazines through his FFL,
15 but would need to apply for a special permit, and supplied his own sample for Hamel
16 to use. On the off-roster guns, Tilotta wrote “generally, yes you can purchase and sell
17 off roster guns as long as they [sic] buyer is State or Federal [law enforcement.]” *Id.*

18 While one out-of-circuit case has declined to apply an abuse of trust or special
19 skill adjustment to an FFL simply because of their status as an FFL, that case did not
20 raise any of the specific, concrete factors developed in Tilotta’s case. *See United States*
21 *v. Louis*, 559 F.3d 1220, 1228 (11th Cir. 2009). Indeed, in *Louis*, the court relied on the
22 fact that FFLs in general are subject to stringent regulation and “perfunctory licensing
23 qualifications,” *id.* at 1226–27, to find that in general they do not meet the discretion
24 test for an abuse of trust enhancement. Moreover, the *Louis* court did not appear to
25 consider application of the special skill adjustment. Based on the evidence in this
26 case—where Tilotta used his discretion as an FFL to conceal his crimes (i.e., by
27 backdating records), provided advice to another FFL on how to do business, and
28

1 specifically directed his customers on how to complete the transfer records at the heart
2 of his crimes—there is ample basis to apply both adjustments.

3 **6. Acceptance of responsibility**

4 Tilotta filed four motions seeking to have different pieces of his case dismissed;
5 elected to proceed to trial where he contested factual guilt; moved for a judgment of
6 acquittal (and won on one count); and then moved for a new trial following his
7 conviction. ECF 111, 225, 226, 295, 317, 374. He is not entitled to a reduction for
8 acceptance of responsibility. *Compare* USSG § 3E1.1 cmt. n. 2.

9 **7. Military Service**

10 Tilotta’s military service, including his decorations for valor, is detailed in the
11 PSR. PSR ¶¶ 84, 95, 117. While many FFLs—and thus, those in a position to commit
12 crimes like Tilotta’s—have a military background, the United States submits that
13 Tilotta’s history distinguishes him from the typical case and warrants a modest
14 downward departure of two levels.

15 **B. The Sentencing Factors.**

16 **1. Mitigating Factors.**

17 As mentioned, Tilotta’s military service is to his credit and justifies a limited
18 downward departure. His lack of criminal history is also to his credit, although it is
19 already reflected in his guidelines calculations.

20 **2. The need for punishment and to reflect the seriousness of the offense.**

21 Any time that a federal firearms licensee deliberately violates the firearms laws,
22 it is a serious matter. But Tilotta’s crimes are still more serious, for several reasons.

23 First, Tilotta was warned by federal and state authorities about straw purchases.
24 Right about the time that Garmo’s straw purchases at HBF were heating up, Cal DOJ
25 specifically admonished Tilotta to watch for and avoid straw purchases because it
26 believed that he had likely conducted one in 2015. Moreover, Tilotta almost certainly
27 knew that Garmo had been investigated for his own firearms transfers but avoided any
28 serious consequences. Despite this information, he forged ahead with facilitating illegal

1 gun transfers for Garmo—likely because he perceived that Garmo and his associates
2 were somehow above being held accountable for their transgressions.

3 Second, the seriousness of the offense is aggravated by Tilotta’s efforts to cover
4 it up. Most significantly, Tilotta directed his co-conspirators to prepare falsified emails
5 to make it look like Garmo’s straw purchases were legitimate. The only purpose of
6 such an email, of course, would be to serve as a fig leaf if anyone ever questioned the
7 transaction—and the idea was conceived by Tilotta himself. This shows both
8 consciousness of guilt and the deviousness to plan to create false exculpatory evidence.

9 Nor were Tilotta’s concealment efforts limited to this one occasion. On
10 March 22, 2017, Garmo was trying to set up Magana’s straw purchase of two off-roster
11 Walther handguns for Hamel. After texting Diaz and getting no response, Garmo texted
12 Tilotta to try to get things moving along. Warning Garmo of the reason for the delay,
13 and implicitly also telling him why the transfer couldn’t yet get started, Tilotta wrote
14 back “K I will find out. Atf [sic] is here doing an audit. They will be here a few days.”
15 Ex. 223. Again, Tilotta’s warning shows both his consciousness of guilt and his efforts
16 to conceal his ongoing crimes with Garmo and his associates.

17 **3. The need for specific deterrence.**

18 No doubt Tilotta will argue at sentencing that his experience in this case has
19 totally deterred him from firearms crimes in the future. And it is undeniable that Tilotta
20 personally no longer has a license to lawfully sell firearms, and that his status as a
21 convicted felon prohibits him even from lawfully possessing guns. But the Court should
22 also be aware, when fashioning a sentence in this case and considering the need for
23 specific deterrence, that evidently Tilotta’s business Honey Badger Firearms has
24 somehow managed to survive this case and go on offering firearms to the public for
25 sale. Specifically, between February 10 and 15, 2023, HBF’s premium vendor account
26 at Armslist posted 20 firearms for sale on Armslist: the same website that Garmo used
27 to traffic in firearms, as the Court heard at trial. *See* Exhibit A. Similarly, the HBF
28 website, which continues to list a 2019 copyright and describe the business as a Service

1 Disabled Veteran Owned Small Business, listed a variety of firearms for sale. *Id.* Even
2 if there is no evidence of Tilotta personally conducting firearms transfers, this troubling
3 development is relevant to the Court’s determination of the kind of sentence needed to
4 specifically deter Tilotta from engaging in further firearms crimes.

5 **4. The need for general deterrence and to promote respect for the law.**

6 Every case demands that the Court consider the effect of its sentence on general
7 deterrence. But this case is a unique opportunity to provide a specific message to the
8 thousands of FFLs who are charged with acting as gatekeepers for the lawful acquisition
9 (and often transfer) of the hundreds of millions of firearms in America.

10 For one thing, this case requires the Court to consider whether to encourage FFLs
11 to be honest and truthful with ATF when ATF asks basic questions about the firearms
12 transfers that they are entrusted with processing. For his part, Tilotta did not admit his
13 violations, even when agents first approached him after executing warrant searches of
14 Garmo and Hamel’s homes and workplaces. Instead, in an effort to conceal his conduct
15 and deflect attention from his involvement with Garmo, he lied.⁷

16 For example, at trial, Tilotta argued that he believed his practice of backdating
17 ATF form 4473s for certain special customers was legitimate based on his good faith
18 reading of ATF instructions. Tr. 218:12 *et seq.* But when ATF Agent Matt Beals asked
19 Tilotta directly “Have you ever backdated, or allowed—have you allowed Marco to
20 backdate any 4473s?” Tilotta immediately and squarely replied “No.” *See* Exhibit B at

21 ⁷ Out of an abundance of caution, and to conserve the parties’ and the Court’s
22 resources, the United States did not seek to introduce Tilotta’s initial interview
23 statements at trial in its case-in-chief. But at sentencing, “[n]o limitation shall be placed
24 on the information concerning the background, character, and conduct of a person
25 convicted of an offense which a court of the United States may receive and consider for
26 the purpose of imposing an appropriate sentence.” 18 U.S.C. § 3661. And courts have
27 regularly held that even evidence plainly subject to the exclusionary rule may be
28 considered by a court in a sentencing proceeding generally. *E.g., United States v.*
Vandemark, 522 F.2d 1019, 1021 (9th Cir. 1975). Accordingly, there is no bar to the
Court’s considering Tilotta’s statements when confronted by law enforcement.

1 19:4–6.⁸ When asked if he had ever started a DROS early for Garmo when he was not
2 present in the store, Tilotta admitted that he had, but claimed he could only remember
3 doing it once and could not recall when it had happened. *Id.* at 19:7–25. Similarly,
4 when asked “Do you start DROS’s early for other people?” Tilotta squarely denied that,
5 too. *Id.* at 21:6–8. Tilotta also told Agent Beals that he had no reason to believe that
6 Garmo had ever bought an off-roster gun for someone who was not in law enforcement,
7 effectively denying that he had processed straw purchases for Garmo. *Id.* at 30:15–31.
8 It was only because of an extensive, years-long investigation involving search warrants,
9 interviews, and review of thousands of emails and text messages that agents discovered
10 that Tilotta was lying and had actually repeatedly broken the law.

11 At trial, Tilotta argued that the firearms laws and regulations are many and can
12 be complex. But the Court also heard at trial that ATF and Cal DOJ have inspection
13 resources geared towards helping licensees comply with those rules. Tilotta’s conduct
14 was something different: not an honest, good-faith mistake—or even a series of such
15 mistakes—but the intentional, repeated violation of basic firearms laws, including the
16 rules so important that they are bolded and repeated on every firearms transfer record
17 completed in every transaction.

18 As Tilotta’s case shows, such violations are very hard to detect, investigate or
19 prosecute. Allowing Tilotta to avoid a custodial sanction after this brazen, repeated
20 conduct, and after his own efforts to cover it up, would send precisely the wrong
21 message to tens of thousands of other FFLs. It would demonstrate that licensed dealers
22 can hide behind the complexity of the rules and the difficulty of investigating their
23 violation, that they can repeatedly and intentionally violate them, that they can lie to
24 ATF to conceal their violations, and that even when caught, they can be assured of
25 facing only a modest sentence bereft of actual custody time.

26
27 ⁸ Citations are to the page number denoted at the bottom of each page of Exhibit B,
28 which has been excerpted for ease of review.

1 The Congress adopting the legislation including the Section 3553(a) sentencing
2 factors made just this point in its report:

3 [It is our] view that in the past there have been many cases, particularly in
4 instances of major white collar crime, in which probation has been granted
5 because the offender required little or nothing in the way of institutionalized
6 rehabilitative measures . . . and because society required no insulation from the
7 offender, *without due consideration being given to the fact that the heightened
8 deterrent effect of incarceration and the readily perceivable receipt of just
9 punishment accorded by incarceration were of critical importance*. The placing
10 on probation of . . . *a businessman who has repeatedly violated regulatory laws*
11 . . . may be perfectly appropriate in cases in which, under all the circumstances,
only the rehabilitative needs of the offender are pertinent; *such a sentence may
be grossly inappropriate, however, in cases in which the circumstances
mandate the sentence's carrying substantial deterrent or punitive impact*.

12 S.Rep. No. 98–225, at 91–92 (1983), reprinted in 1984 U.S.C.C.A.N. 3182, 3274–75
13 (emphasis added).

14 This is such a case. In our District, there were fewer than 150 active FFLs in San
15 Diego County as of December 2022. As the Court heard at trial, FFLs frequently
16 consult one another about how to do business. *E.g.*, Tr. 942:6–11. They receive regular
17 training and inspections from ATF. One way or another, the relatively insular
18 community of FFLs is primed to learn from Tilotta’s case. Either it will appreciate that
19 serious violations of the firearms laws are treated seriously, or it will learn that they are
20 not.

21 The Court may be tempted to impose a non-custodial sentence based on Tilotta’s
22 argument that his crimes were “merely” paperwork violations, and that fortunately,
23 none of the firearms he illegally transacted went to violent criminals or drug cartels.
24 But that result would continue to perpetuate the very fallacy that likely desensitized
25 Tilotta to committing this crime in the first place: that breaking the firearms laws only
26 matters if a weapon goes to a criminal.

27 The truth is that America’s firearms laws deserve serious enforcement. There is
28 not one set of laws for felons and their accomplices, and a separate set for police officers

1 who can cut the corners that everyone else must turn squarely. Tilotta’s sentence should
2 reflect that.

3 **5. Potential sentencing disparities.**

4 The Court must avoid unwarranted sentencing disparities with similarly situated
5 defendants. 18 U.S.C. § 3553(a)(6). In this case, Garmo was sentenced to 24 months
6 of custody. While he was obviously involved in a far wider array of criminal conduct,
7 only Tilotta held the license (and received the instruction and training) required to
8 lawfully deal in firearms. Without Tilotta, Garmo would have had to curtail his conduct
9 or risk exposing his prolific dealing to other FFLs who may well have alerted
10 authorities. Furthermore, Garmo accepted responsibility for his crimes. Tilotta, by
11 contrast, has not accepted responsibility, and in fact his business appears to continue to
12 be profiting from firearms sales. In sum, while Tilotta still should not be sentenced as
13 severely as Garmo, neither should he be sentenced at the opposite end of the spectrum.

14 Moreover, sentencing Tilotta to a non-custodial sentence would be an
15 unwarranted sentencing disparity with Magana, who received a sentence of probation.
16 Magana was directly involved in a single transaction at the direction of Garmo, his
17 former supervisor. Magana did not directly profit from the transaction, although he was
18 offered several favors. And Magana chose to plead guilty and cooperate from the
19 moment the case was indicted.

20 Hamel also received a sentence of probation, and while his criminal conduct was
21 extended in time like Tilotta’s, it was also different in two key respects. First, in causing
22 Garmo to engage in straw purchases, Hamel was the end user of firearms acquired
23 through Garmo’s unlawful enterprise. He was not, himself, making false statements.
24 In falsely certifying on transfer papers that he believed that straw purchases were lawful,
25 Tilotta *did* make false statements. Second, and more importantly, Tilotta committed his
26 crimes through his status as a licensed dealer. While Hamel was also technically an
27 FFL during the period of his criminal conduct, none of his crimes of conviction were
28 committed *as* an FFL, but rather as a private party. Finally, of course, much like

1 Magana, Hamel chose to accept responsibility from the outset, and to cooperate
2 extensively during the prosecution of this case. All of those facts differentiate Hamel’s
3 position at sentencing from Tilotta’s.

4 Put simply, a non-custodial sentence for Tilotta would not be commensurate with
5 the other sentences imposed in this case.

6 **C. Forfeiture.**

7 Besides Magana, Tilotta is the only one of the six defendants convicted in this
8 case and the related case⁹ who will forfeit nothing as a result of his conviction. Because
9 Tilotta solely *supplied* the firearms involved in the offenses, he retained no firearms
10 subject to forfeiture. And while Tilotta surely profited from his involvement in the
11 crimes of conviction—and sought to profit more from the favors he was banking with
12 the potential future Sheriff—the firearms laws that Tilotta violated do not provide for
13 forfeiture of proceeds. *E.g.*, 18 U.S.C. § 924(d).

14 **D. Fine.**

15 Defendant’s fine range is \$10,000.00 to \$95,000.00. USSG § 5E1.2(c)(3).
16 Despite the absence of forfeitable proceeds under the firearms laws, this was in large
17 part a financially motivated crime. Particularly because Tilotta retains whatever profit
18 he made from selling firearms and accessories as part of his participation in the relevant
19 conduct, a modest fine of \$1,000.00 would be appropriate.

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⁹ *United States v. Vikas Bajaj*, 20-cr-3905-JLB.

V.

CONCLUSION

For the reasons stated above, the United States respectfully requests that this Court sentence Tilotta to 21 months in custody as to each of his three counts of conviction, to run concurrently, to be followed by three years of supervised release. The United States also recommends a fine of \$1,000.00 and a special assessment of \$300.00.

DATED: February 24, 2023

Respectfully submitted,

CINDY M. CIPRIANI
Attorney for the United States

/s/ Nicholas W. Pilchak
NICHOLAS W. PILCHAK
ANDREW R. HADEN
Assistant United States Attorneys

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U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Report of Investigation

Title of Investigation: [REDACTED]	Investigation Number: [REDACTED]	Report Number: 105
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SUMMARY OF EVENT:

On February 15, 2023, Special Agent (“SA”) Matt Beals discovered firearms listed for sale by Honey Badger Firearms (“HBF”) on Armslist.

NARRATIVE:

- On or about February 13, 2023, SA Beals received information that HBF was selling firearms online.
- February 15, 2023, SA Beals conducted a review of firearms listed for sale at www.armslist.com and found that HBF had 20 firearms posted for sale. The posting identified HBF as a ‘Premium Vendor’ that had been a member since 2013 located at 4855 Ruffner Street, Suite D1, San Diego, California 92111, telephone number: 619-354-4867, website: www.honeybadgerfirearms.com.

Description	Price	Date Posted
Smith and Wesson Shield 9mm pistol	\$525	February 15, 2023, at 8:06 AM
Glock 17 Gen 3 pistol	\$575	February 15, 2023, at 8:06 AM
CZ PCR 9mm pistol	\$699	February 15, 2023, at 8:06 AM
Rock Island VR80 shotgun	\$659	February 15, 2023, at 8:06 AM
Smith and Wesson M&P 15-22 rifle	\$450	February 15, 2023, at 8:06 AM
Kel-Tec SUB2K 9mm rifle	\$550	February 15, 2023, at 8:06 AM
Ruger PC Carbine 9mm rifle	\$525	February 15, 2023, at 8:06 AM
CZ P-01 9mm pistol	\$685	February 15, 2023, at 8:06 AM
CZ P-01 9mm pistol	\$625	February 15, 2023, at 8:06 AM
Century Arms WASR-M 9mm rifle	\$850	February 15, 2023, at 8:05 AM
MPX Carbine 9mm rifle	\$1,850	February 15, 2023, at 8:05 AM
HK 416 Rimfire .22LR rifle	\$439	February 15, 2023, at 8:05 AM
Smith and Wesson SD9VE 9mm pistol	\$425	February 15, 2023, at 8:05 AM
Glock G19 Gen 3 pistol	\$575	February 14, 2023, at 8:05 AM
Springfield XD9 9mm pistol	\$405	February 13, 2023, at 8:05 AM
Smith and Wesson M&P Shield 9mm pistol	\$376	February 10, 2023, at 8:06 AM

Prepared by: Matt Beals	Title: Special Agent/Certified Fire Investigator, San Diego I Field Office	Signature: MATTHEW BEALS Digitally signed by MATTHEW BEALS Date: 2023.02.22 16:29:57 -0800'	Date:
Authorized by: Michael T. Shaw	Title: Resident Agent in Charge, San Diego I Field Office	Signature:	Date:
Second level reviewer (optional):	Title: Los Angeles Field Division	Signature:	Date:

Title of Investigation:

Investigation Number:

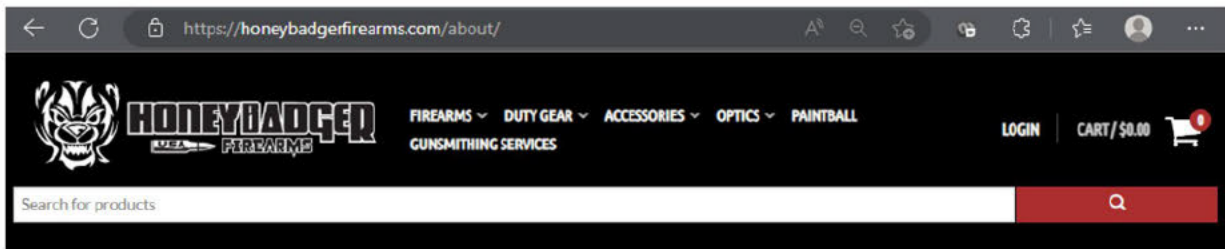
Report Number:

105

Glock 17 Gen 3 pistol	\$575	February 10, 2023, at 8:05 AM
Kel-Tec SUB2K G19 9mm rifle	\$550	February 10, 2023, at 8:05 AM
Smith and Wesson Shield 9mm pistol	\$475	February 10, 2023, at 8:05 AM

Table 1: HBF firearms listed for sale on www.armslist.com

- Continuing on February 15, 2023, SA Beals reviewed HBF's website at www.honeybadgerfirearms.com. SA Beals found numerous firearms listed for sale and took screenshots of pertinent pages.



*****ATTENTION*****

ALL ONLINE FIREARM ORDERS THAT ARE PLACED AND REQUIRE PICKUP AT *OUR STORE* WILL NOT BE PROCESSED WHILE WE UPDATE OUR LOCAL CITY PERMITS. IF YOU PLACE AN ORDER FOR LOCAL PICKUP AT THIS TIME YOU ***WILL BE CHARGED A CANCELLATION FEE.***

COMING SOON SALES FLYER

ABOUT

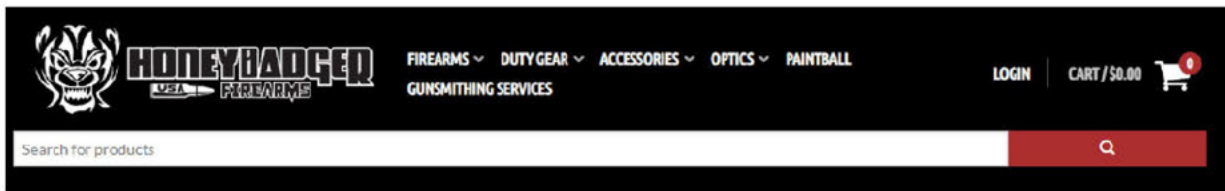
Honey Badger Firearms is a 100% owned and operated Service Disabled Veteran Owned Small Business that specializes in firearms and related accessories, as well as gunsmithing.

You can reach our team via email sales@hbfirearms.com.

Handguns	Rifles	Shotguns	Accessories	Optics	Policies
Semi-Auto Pistols	Semi-Auto	Pump Action	Magazines	Scopes	Terms of Use
Revolvers	Bolt Action	Semi-Auto	Holsters	Sights and Lasers	Returns
Specialty Handguns	Single Shot	Over and Under	Cases	Lights	Purchasing Firearms

Copyright 2019 © Honey Badger Firearms.

Figure 1: screenshot of HBF 'ABOUT' page (captured February 15, 2023)



****NEW STORE HOURS****
MONDAY: 10AM-6PM
TUESDAY: 10AM-6PM
WEDS: CLOSED
THURSDAY: 10AM-6PM
FRIDAY: 10AM-6PM
 sales@hbfirearms.com for any questions.
 SALES FLYER PAGE COMING SOON

Figure 2: screenshot of HBF 'NEW STORE HOURS' page (captured February 15, 2023)



*******ATTENTION*******
 ALL ONLINE FIREARM ORDERS THAT ARE PLACED AND REQUIRE PICKUP AT *OUR STORE* WILL NOT BE PROCESSED WHILE WE UPDATE OUR LOCAL CITY PERMITS. IF YOU PLACE AN ORDER FOR LOCAL PICKUP AT THIS TIME YOU ***WILL BE CHARGED A CANCELLATION FEE***
 COMING SOON SALES FLYER

CONTACT US

Email sales@hbfirearms.com
 Phone (619) 354-4867

Store Hours

Monday, Tuesday, Thursday, Friday 10:00am – 6:00pm
 Wednesday, Saturday and Sunday CLOSED

Figure 3: screenshot of HBF 'CONTACT US' page (captured February 15, 2023)

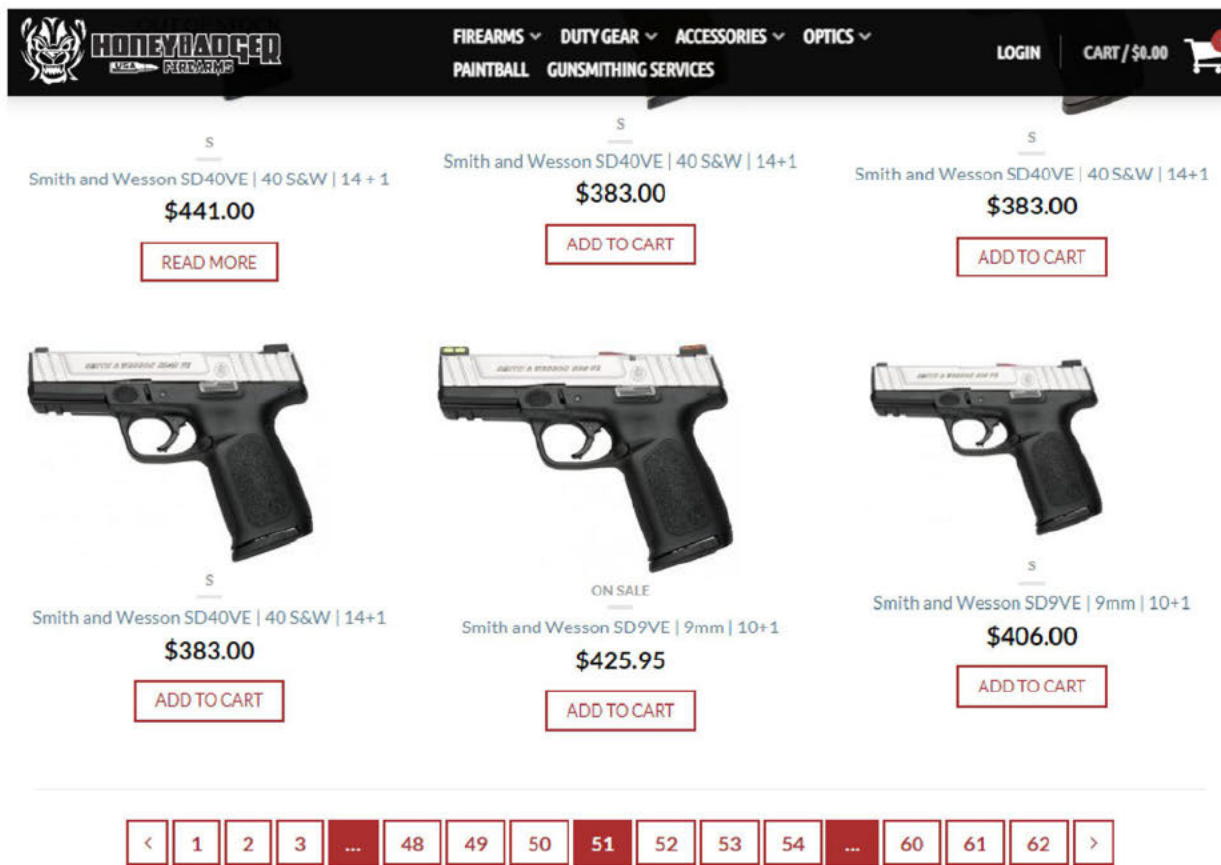


Figure 4: screenshot of HBF pistols sales page that includes a Smith and Wesson SD9VE also listed on its post on www.armslist.com (captured February 15, 2023)

ATTACHMENTS:

- Complete HBF Armslist post captured February 15, 2023 (nine pages)

MENU



Honey Badger Firearms
619-354-4867
Armslist Official Store
website (<http://www.honeybadgerfirearms.com>)

Member Since: 2013
Active Posts: 27
4855 ruffner Street Suite D1 san diego, CA 92111

Category

Clear

- Magazines (6)
- Handguns (12)
- Shotguns (1)
- Rifles (7)
- Gun Parts (1)

Active Posts



Premium Vendor : Honey Badger Firearms - Will Ship
MAGPUL PMAGS VT COMPLIANT (/posts/13170363/vermont-magazines-for-sale--magpul-pmags--vt-compliant)

\$1

For Sale

Vermont

(/posts/13170363/vermont-magazines-for-sale--magpul-pmags--vt-compliant)

Wednesday, 2/15 8:06 AM



Premium Vendor : Honey Badger Firearms - Will Ship
MAGPUL PMAGS MD COMPLIANT (/posts/13170352/maryland-magazines-for-sale--magpul-pmags--md-compliant)

\$ 1

For Sale

Maryland

Wednesday, 2/15 8:06 AM

(/posts/13170352/maryland-magazines-for-sale--magpul-pmags--md-compliant)



Premium Vendor : Honey Badger Firearms
S&W Shield 9mm CA COMPLIANT FDE (/posts/13553057/san-diego-california-handguns-for-sale--s-w-shield-9mm-ca-compliant-fde)

\$ 525

For Sale

San Diego

Wednesday, 2/15 8:06 AM

(/posts/13553057/san-diego-california-handguns-for-sale--s-w-shield-9mm-ca-compliant-fde)



Premium Vendor : Honey Badger Firearms
Glock 17 G17 Gen 3 (/posts/13360509/san-diego-california-handguns-for-sale--glock-17-g17-gen-3)

\$ 575

For Sale

San Diego

Wednesday, 2/15 8:06 AM

(/posts/13360509/san-diego-california-handguns-for-sale--glock-17-g17-gen-3)

Premium Vendor : Honey Badger Firearms - Will Ship
CZ PCR 9mm CA COMPLIANT (/posts/13627938/san-diego-california-handguns-for-sale--cz-pcr-9mm-ca-compliant)



\$ 699

For Sale

San Diego

Wednesday, 2/15 8:06 AM

ARMSLIST.com

(/posts/13627938/san-diego-california-handguns-for-sale--cz-pcr-9mm-ca-compliant)



Premium Vendor : Honey Badger Firearms

CZ PCR 9MM CA COMPLIANT LEO/MIL DISCOUNT

(/posts/13627943/san-diego-california-handguns-for-sale--cz-pcr-9mm-ca-compliant-leo-mil-discount)

\$ 595

For Sale

San Diego

Wednesday, 2/15 8:06 AM

ARMSLIST.com

(/posts/13627943/san-diego-california-handguns-for-sale--cz-pcr-9mm-ca-compliant-leo-mil-discount)



Premium Vendor : Honey Badger Firearms

Rock Island VR80 CA COMPLIANT (/posts/13628186/san-diego-california-shotguns-for-sale--rock-island-vr80-ca-compliant)

\$ 659

For Sale

San Diego

Wednesday, 2/15 8:06 AM

ARMSLIST.com

(/posts/13628186/san-diego-california-shotguns-for-sale--rock-island-vr80-ca-compliant)



Premium Vendor : Honey Badger Firearms - Will Ship

S&W M&P 15-22 (/posts/13628056/san-diego-california-rifles-for-sale--s-w-m-p-15-22-)

\$ 450

For Sale

San Diego

Wednesday, 2/15 8:06 AM

ARMSLIST.com

(/posts/13628056/san-diego-california-rifles-for-sale--s-w-m-p-15-22-)



ARMSLIST.COM

(/posts/13628097/san-diego-california-rifles-for-sale--kel-tec-sub2k-9mm-g17)

Premium Vendor : Honey Badger Firearms - Will Ship
kel-Tec SUB2K 9mm G17 (/posts/13628097/san-diego-california-rifles-for-sale--kel-tec-sub2k-9mm-g17)

\$ 550

For Sale

San Diego

Wednesday, 2/15 8:06 AM



ARMSLIST.COM

(/posts/13628123/san-diego-california-rifles-for-sale--ruger-pc-carbine-9mm-19102-leo-mil-discount)

Premium Vendor : Honey Badger Firearms
Ruger PC Carbine 9mm 19102 LEO/MIL DISCOUNT (/posts/13628123/san-diego-california-rifles-for-sale--ruger-pc-carbine-9mm-19102-leo-mil-discount)

\$ 525

For Sale

San Diego

Wednesday, 2/15 8:06 AM



ARMSLIST.COM

(/posts/13627866/san-diego-california-handguns-for-sale--cz-p-01-9mm-ca-compliant)

Premium Vendor : Honey Badger Firearms - Will Ship
CZ P-01 9mm CA COMPLIANT (/posts/13627866/san-diego-california-handguns-for-sale--cz-p-01-9mm-ca-compliant)

\$ 685

For Sale

San Diego

Wednesday, 2/15 8:06 AM

Premium Vendor : Honey Badger Firearms
CZ P-01 9MM CA COMPLIANT LEO/MIL DISCOUNT (/posts/13627888/san-diego-california-handguns-for-sale--cz-p-01-9mm-ca-compliant-leo-mil-discount)

\$ 625



For Sale
San Diego
Wednesday, 2/15 8:06 AM

ARMSLIST.com
(/posts/13627888/san-diego-california-handguns-for-sale--cz-p-01-9mm-ca-compliant-leo-mil-discount)



Premium Vendor : Honey Badger Firearms - Will Ship
Magpul Mags WASHINGTON (/posts/13841589/washington-magazines-for-sale--magpul-mags-washington)

\$ 1
For Sale
Washington
Wednesday, 2/15 8:05 AM

ARMSLIST.com
(/posts/13841589/washington-magazines-for-sale--magpul-mags-washington)



Premium Vendor : Honey Badger Firearms - Will Ship
Century Arms WASR-M 9mm CA Compliant (/posts/13762852/san-diego-california-rifles-for-sale--century-arms-wasr-m-9mm-ca-compliant)

\$ 850
For Sale
San Diego
Wednesday, 2/15 8:05 AM

ARMSLIST.com
(/posts/13762852/san-diego-california-rifles-for-sale--century-arms-wasr-m-9mm-ca-compliant)



Premium Vendor : Honey Badger Firearms - Will Ship
MPX Carbine 9mm CA COMPLIANT (/posts/13763094/san-diego-california-rifles-for-sale--mpx-carbine-9mm-ca-compliant)

\$ 1,850
For Sale
San Diego
Wednesday, 2/15 8:05 AM

ARMSLIST.com
(/posts/13763094/san-diego-california-rifles-for-sale--mpx-carbine-9mm-ca-compliant)



ARMSLIST.com
(/posts/13763126/san-diego-california-rifles-for-sale--hk-416-rimfire-22lr)

Premium Vendor : Honey Badger Firearms - Will Ship
HK 416 Rimfire 22LR (/posts/13763126/san-diego-california-rifles-for-sale--hk-416-rimfire-22lr)

\$ 439

For Sale

San Diego

Wednesday, 2/15 8:05 AM



ARMSLIST.com
(/posts/13763142/san-diego-california-handguns-for-sale--s-w-sd9ve-hiviz-9mm)

Premium Vendor : Honey Badger Firearms
S&W SD9VE HiViz 9mm (/posts/13763142/san-diego-california-handguns-for-sale--s-w-sd9ve-hiviz-9mm)

\$ 425

For Sale

San Diego

Wednesday, 2/15 8:05 AM



ARMSLIST.com
(/posts/13009464/nj-magazines-for-sale--magpul-pmags-nj-compliant)

Premium Vendor : Honey Badger Firearms - Will Ship
MAGPUL PMAGS NJ COMPLIANT (/posts/13009464/nj-magazines-for-sale--magpul-pmags-nj-compliant)

\$ 1

For Sale

New Jersey

Wednesday, 2/15 8:05 AM



ARMSLIST.com
(/posts/13009446/new-york-magazines-for-sale--magpul-pmags-ny-compliant)

Premium Vendor : Honey Badger Firearms
MAGPUL PMAGS NY COMPLIANT (/posts/13009446/new-york-magazines-for-sale--magpul-pmags-ny-compliant)

\$ 1

For Sale

New York

Wednesday, 2/15 8:05 AM

(/posts/13009446/new-york-magazines-for-sale--magpul-pmags-ny-compliant)



ARMSLIST.COM
(/posts/10731630/san-diego-california-magazines-for-sale--magpul-mags-california)

Premium Vendor : Honey Badger Firearms

Magpul Mags CALIFORNIA (/posts/10731630/san-diego-california-magazines-for-sale--magpul-mags-california)

\$ 1

For Sale

San Diego

Tuesday, 2/14 8:06 AM



ARMSLIST.COM
(/posts/12475449/san-diego-california-handguns-for-sale--g19-gen-3--ca-compliant)

Premium Vendor : Honey Badger Firearms - Will Ship

G19 Gen 3, CA COMPLIANT (/posts/12475449/san-diego-california-handguns-for-sale--g19-gen-3--ca-compliant)

\$ 575

For Sale

San Diego

Tuesday, 2/14 8:05 AM



ARMSLIST.COM
(/posts/13351612/san-diego-california-handguns-for-sale--xd9-9mm-military-leo-discount)

Premium Vendor : Honey Badger Firearms

XD9 9mm MILITARY/LEO DISCOUNT (/posts/13351612/san-diego-california-handguns-for-sale--xd9-9mm-military-leo-discount)

\$ 405

For Sale

San Diego

Monday, 2/13 8:05 AM

Premium Vendor : Honey Badger Firearms

Smith & Wesson M&P Shield 9mm LE/MILITARY DISCOUNTS (/posts/13226939/san-diego-california-handguns-for-sale--smith--wesson-m-p-shield-9mm-le-military-discounts)

\$ 376



ARMSLIST.COM
SHOWN WITH EXTENDED CAPACITY MAGAZINE FOR FULL GRIP
[\(/posts/13226939/san-diego-california-handguns-for-sale-smith-wesson-m-p-shield-9mm-le-military-discounts\)](/posts/13226939/san-diego-california-handguns-for-sale-smith-wesson-m-p-shield-9mm-le-military-discounts)

For Sale
San Diego
Friday, 2/10 8:06 AM



ARMSLIST.COM
[\(/posts/13553068/san-diego-california-handguns-for-sale-glock-17-g17-gen-3\)](/posts/13553068/san-diego-california-handguns-for-sale-glock-17-g17-gen-3)

Premium Vendor : Honey Badger Firearms
Glock 17 G17 Gen 3 (</posts/13553068/san-diego-california-handguns-for-sale-glock-17-g17-gen-3>)

\$ 575
For Sale
San Diego
Friday, 2/10 8:05 AM



ARMSLIST.COM
[\(/posts/13009260/san-diego-california-rifles-for-sale-kel-tec-sub2k-g19-9mm\)](/posts/13009260/san-diego-california-rifles-for-sale-kel-tec-sub2k-g19-9mm)

Premium Vendor : Honey Badger Firearms
kel-Tec SUB2K G19 9mm (</posts/13009260/san-diego-california-rifles-for-sale-kel-tec-sub2k-g19-9mm>)

\$ 550
For Sale
San Diego
Friday, 2/10 8:05 AM

Premium Vendor : Honey Badger Firearms
S&W Shield 9mm CA COMPLIANT (</posts/13244880/san-diego-california-handguns-for-sale-s-w-shield-9mm-ca-compliant>)

\$ 475
For Sale
San Diego

Friday, 2/10 8:05 AM



ARMSLIST.com SHOWN WITH EXTENDED CAPACITY MAGAZINE FOR FULL GSP
(/posts/13244880/san-diego-california-handguns-for-sale--s-w-shield-9mm-ca-compliant)



ARMSLIST.com
(/posts/4596446/san-diego-california-gun-parts-for-sale--cz-sp-01--p-01--rami--97b-upgrades-parts)

Premium Vendor : Honey Badger Firearms
CZ SP-01, P-01, Rami, 97B Upgrades Parts (/posts/4596446/san-diego-california-gun-parts-for-sale--cz-sp-01--p-01--rami--97b-upgrades-parts)

\$1
For Sale
San Diego
Friday, 2/10 8:05 AM

 (http://www.youtube.com/user/armslistmedia?sub_confirmation=1)

 (<https://gab.com/armslist>)  (<https://twitter.com/armslist>)

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1 Date: February 20th, 2019

2 Time: Approximately 11:03 a.m.

3 PARTICIPANTS:

4 TC: Tom Chimileski

5 JD: JR Diaz

6 GT: Giovanni Tilotta

7 MB: Matt Beals

8 AY: AJ Yarmolintes

9 NOTATIONS:

10 [UI]: Unintelligible

11 [IA]: Inaudible

12 [PH]: Phonetic Spelled

13 [OL]: Overlapping Speech

14

15 TC: That's yours. That's [UI]

16 GT: [Coughs] good thing I packed all this stuff up
17 recently...

18 JD: Okay let me get these in order, 1 through 6.

19 GT: Well the DROS's [PH] they don't need, right? They just
20 need the 4-4-7-3's?

21 MB: We're going to take those as well.

22 TC: Taking those as well.

23 GT: Taking DROS's as well?

24 MB: Yeah.

25 GT: Does the DOJ have a shit fit when they come

1 MB: I'll leave you a receipt.

2 GT: Okay.

3 MB: I don't want to get you pinched with [laughs]

4 GT: [UI] 19-54... that's the DROS number?

5 TC: Uh, should've been the 44-73 number.

6 GT: Oh, okay. [UI] remember that we have a series of uh

7 1954a, 1954b. Oh, this is was before you though.

8 TC: Okay. So 1954p.

9 GT: P?

10 TC: Yeah.

11 GT: I was wondering what those letters are for.

12 TC: Not willing to let go of that 1954 number -- is there

13 a number?

14 GT: Goofed up or this thing didn't Want to uh --

15 TC: As long as there-you get the afterwards it's all good.

16 GT: Alright. Okay. Okay. What's the other one you have?

17 TC: Um, 1954p 2055. You got this one right?

18 GT: I am not-not [UI] 1954-P [UI]

19 TC: [UI] Doing double duty?

20 GT: [UI] Which one [UI]

21 TC: Uh, you got 2055 already?

22 GT: Yeah.

23 TC: Uh 2585. [UI] Sure. I have a spare so as long as I get

24 it back. [UI]

25 GT: What are you on?

1 MB: Yeah. Um, have you ever taken an order for a firearm
2 for Marco that he later canceled?

3 GT: Who knows.

4 MB: I was hoping you would.

5 GT: I mean --

6 AY: Hold on a second. An order for a firearm?

7 MB: Mhmm.

8 AY: Any particular style of firearm, something that
9 triggers his memory?

10 MB: Uh, hand gun.

11 GT: I mean, the guy-

12 AY: Time frame? Sorry, time frame?

13 MB: Last two years.

14 AY: Can you do that even?

15 GT: No. I mean, shit. So I mean, we had very few times
16 anybody really cancels an order.

17 MB: Mhmm.

18 GT: But I mean, you guys obviously know the records. He's
19 purchased quite a few firearms here. So I have, dude,
20 I couldn't remember.

21 MB: Well, has he ever reached out to you specifically
22 about a Sig P365 [PH], asked you to order it?

23 GT: I think he got one.

24 MB: Okay. Has he asked you to order any others that you
25 later canceled?

1 GT: Not that I know of.

2 MB: How about any Walther [PH] firearms?

3 GT: No.

4 MB: Okay... um have you ever backdated or allowed, have
5 you allowed Marco to backdate any 44-73's?

6 GT: No.

7 MB: Has he ever asked you to start a DROS for him when he
8 wasn't here in the shop that you agreed to start?

9 GT: Yes.

10 MB: Okay, in what scenario?

11 GT: Uh, what particular scenario?

12 MB: Yeah.

13 GT: I don't remember. I know we've done it for him.

14 MB: How many times?

15 GT: Uh only that one time I remember. I yeah what we've
16 done it before, for sure. I think an occasion where he
17 couldn't get in here, and we just we started the
18 background.

19 MB: Mhmm. How many times?

20 GT: Oh, I don't know. Only one time I remember.

21 MB: What-what do you remember about that one time?

22 GT: I think it was either he couldn't make it in or
23 something. We got it and we just started it.

24 MB: And which firearm?

25 GT: Oh, I don't even know.

1 MB: Do you remember how long ago?

2 GT: No.

3 MB: What does that mean to start the DROS? So what does
4 that do?

5 GT: It just initiates a background check on the
6 individual.

7 MB: Mhmm. And what date then goes on the DROS? It-it was
8 when it started?

9 GT: [UI] automatically.

10 MB: Whenever you enter it in the computer? Yeah?

11 GT: Yeah.

12 MB: Okay. Um, how long after this this one time did he
13 come in to actually start the paperwork?

14 GT: I don't even know.

15 MB: Okay.

16 AY: So initiating a DROS is not starting the paperwork?

17 GT: Back DOJ background check.

18 AY: So it's separate part from doing the DROS form?

19 GT: That isn't-

20 MB: No it's one in the same.

21 AY: Okay. I'm just-

22 MB: So you remember one time, but you're not sure as to
23 the firearm?

24 GT: No.

25 MB: Or as to when or as to when Marco actually came into

1 the store to physically sign the paperwork?

2 GT: No. I mean no, th-there is so many people that come in
3 here, and I'm usually in my computer.

4 MB: Mhmm.

5 GT: I don't remember.

6 MB: Do you start DROS's early for other people?

7 GT: No.

8 MB: Why not?

9 GT: Generally, I mean, don't --

10 [Phone ringing]

11 MB: So why do it for Marco?

12 GT: Just long-term customer that I've known. So it's not
13 like --

14 MB: Okay.

15 GT: -- a stranger walking in.

16 MB: Sure. When a customer comes in not talking about Marco
17 or Leo or Waiel, but when a Joe Schmo comes in off the
18 street, walk me through the process. I want to go buy,
19 I want to go buy a handgun. Tell me what happens.

20 GT: Um we ask for their documents.

21 MB: Okay.

22 GT: ID, make sure the ID has a current address. If it
23 doesn't have the current address, they need a
24 government issued doc that shows that address that
25 they're currently at. If they are LE, they don't need

1 a secondary for the DOJ. Their creds will apply.

2 MB: Okay.

3 AY: Creds meaning they are a government issued ID?

4 GT: Yeah.

5 AY: Badge?

6 GT: Yeah.

7 MB: Alright so your customers identify the firearm they

8 want to purchase, and they provided you with these

9 identification documents that you mentioned --

10 GT: Right.

11 MB: -- but then what happens next?

12 GT: Uh they generally fill out the little AIMI [PH] app

13 that transports to our digital book.

14 MB: Okay what's the, I'm not familiar with the AIMI app.

15 Is that like your software or?

16 GT: Yeah, it's software where they go in and put all their

17 paperwork their information in. They'll answer the 4-

18 4-73 questions and hit submit.

19 MB: Okay.

20 GT: It goes to our computer.

21 MB: Mhmm.

22 GT: And print it up, and then they sign and date.

23 MB: So how do I spell AIMI? Like the name Amy?

24 GT: A-I-M-I.

25 MB: A-I-M-I. So that's your computerized system for your

1 MB: Okay. So then tell me the so you've done the 44-73
2 through AIMI. And then what do you do?
3 GT: Uh print out the DROS.
4 MB: Okay. Do you ever uh do you ever do, like, a
5 standalone DROS without doing the 44-73?
6 GT: Uh no, but we have forgotten... to uh print up 4-4-73 --
7 MB: Mhmm.
8 GT: -- before and realized that, like shit, we didn't
9 print it up.
10 MB: Oh, okay.
11 AY: Do you remember the specific instance?
12 GT: No. I mean --
13 AY: Did it have anything to do with Marco?
14 GT: No.
15 AY: Did it have anything to do with Leo?
16 GT: No.
17 AY: Did it have anything to do with Anton?
18 GT: No.
19 AY: Did you correct it?
20 GT: Yeah.
21 MB: Alright. So the DROS, so you'll--so you'll do the 44-
22 73. You'll take the information from that. And then
23 pump it into the state system to generate your DROS or
24 to-
25 GT: Yeah.

1 MB: Okay. Alright. And then when, so this stuff is all
2 generated. You-you print out the 44-73?

3 GT: Mhmm.

4 MB: And then what do you do?

5 GT: Uh collect and sent to uh you know stapled up DROS to
6 the with the ID's and--

7 MB: Mhmm.

8 GT: --the uh 4-4-73 and then it's just sitting in hold for
9 pickup.

10 MB: Okay do you have the customer sign, though?

11 GT: Yeah. Sign and thumbprint for the DROS.

12 MB: Okay and then signature for the 44-73?

13 GT: Yeah.

14 MB: Alright... going back to my earlier question, and I
15 know-I know where you're at as a licensee, but do you
16 have any indication that Marco's ever bought a gun for
17 a person?

18 AY: One second. What do you mean by indication?

19 MB: Um do you, do you have any evidence or reason to
20 believe that Marco has purchased an off-roster firearm
21 for someone who is not in law enforcement?

22 GT: No.

23 AY: There are two pieces of that. Any evidence?

24 GT: Not that I know of.

25 AY: Okay. Any reason to believe?

1 GT: No.

2 MB: Kay [PH] alright. Has Marco ever come in with anyone
3 else?

4 GT: Yeah, partners.

5 MB: Okay work-work buddies, you mean by that?

6 GT: Yeah, yeah, yeah, yeah.

7 MB: Okay. Have you ever discussed with him, like, the
8 benefits of obtaining an FFL?

9 GT: Uh yeah.

10 MB: Tell me about that.

11 GT: Um-

12 AY: Hold on a second. In-in can you, can we get a little
13 bit into the benefits? What you mean by that? Economic
14 or?

15 MB: Well, you know if you're talking with a buddy, right?
16 Like, hey, I got my FFL because x, y and z uh like-

17 GT: Well, we told customers, especially because of
18 California --

19 MB: Yeah.

20 GT: -- that if you were to obtain your 03 FFL

21 MB: Mhmm.

22 GT: -- and a um, state certificate of eligibility --

23 MB: Mhmm.

24 GT: -- it, one, allows you to have ammo now sent to your
25 house because of the ammo regulations. Two, because of

1 Cal DOJ um the folks that are not exempt from one in
2 30 can then utilize [UI] 03 FFL with their COE and not
3 be restricted to the one handgun per month.

4 MB: Okay.

5 GT: In that capacity, totally. And we tell multiple
6 customers that. Especially if they are collectors
7 CNR's because then they're exempt from the ten day
8 wait --

9 MB Right.

10 GT: -- and DOJ.

11 MB: Right on. And I understand you're saying you had that
12 conversation with multiple customers, but --

13 GT: Yeah.

14 MB: -- have you had that conversation specifically with
15 Marco?

16 GT: Yeah, for sure.

17 MB: And what --

18 GT: More so because of the ammo.

19 MB: Uh huh [PH] and what was his response to that?

20 GT: He was, he didn't even know that it even existed.

21 MB: Okay.

22 GT: Most people don't. Most people assume an FFL is only
23 like --

24 MB: The 07.

25 GT: Or 01, 02.