

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA  
IN AND FOR THE SECOND APPELLATE DISTRICT

FRANKLIN ARMORY, INC., and  
CALIFORNIA RIFLE & PISTOL  
ASSOCIATION, INCORPORATED,

Plaintiffs and Appellants,

v.

CALIFORNIA DEPARTMENT OF  
JUSTICE, XAVIER BECERRA, in his  
Official Capacity as Attorney General  
for the State of California, and DOES 1-  
10,

Defendants and Respondents.

Case No. B340913

**APPELLANTS' APPENDIX  
VOLUME XVI OF XX  
Pages 1637-1713**

Superior Court of California, County of Los Angeles  
Case No. 20STCP01747  
Honorable Daniel S. Murphy, Judge

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By S. Bolden, Deputy Clerk

Attorneys for Petitioner - Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

FRANKLIN ARMORY, INC., et al.,

Case No.: 20STCP01747

Petitioners-Plaintiffs,

[Assigned for all purposes to the Honorable Daniel S. Murphy; Department 32]

V.

CALIFORNIA DEPARTMENT OF JUSTICE,  
et al.,

**EXHIBITS 16 OF 18 TO DECLARATION  
OF ANNA M. BARVIR IN SUPPORT OF  
PLAINTIFF'S OPPOSITION TO  
DEFENDANTS' MOTION FOR  
SUMMARY JUDGMENT, OR IN THE  
ALTERNATIVE, FOR SUMMARY  
ADJUDICATION**

Hearing Date: July 10, 2024  
Hearing Time: 8:30 a.m.  
Department: 32  
Judge: Hon. Daniel S. Murphy

Action Filed: May 27, 2020  
FPC Date: August 8, 2024  
Trial Date: August 20, 2024

# **EXHIBIT 16**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

**CERTIFIED COPY**

VIDEOTAPED DEPOSITION OF JAY L. JACOBSON

Los Angeles, California

Tuesday, November 14, 2023

Reported by:

LISA V. BERRYHILL  
CSR NO. 7926

Job No. :  
45285AGO

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
2 FOR THE COUNTY OF LOS ANGELES  
3  
4

5 FRANKLIN ARMORY, INC., ET AL., ) Case No. 20STCP01747  
6 Plaintiffs-Petitioners, )  
7 vs. )  
8 CALIFORNIA DEPARTMENT OF )  
9 JUSTICE, ET AL., )  
10 Respondents-Defendants. )  
11 \_\_\_\_\_  
12  
13  
14

15 Videotaped Deposition of JAY L. JACOBSON,  
16 taken on behalf of Defendants, commencing at  
17 10:03 a.m., Tuesday, November 14, 2023,  
18 Via Teleconference, before Lisa V. Berryhill,  
19 CSR No. 7926, pursuant to Notice of Taking  
20 Deposition.  
21  
22  
23  
24  
25

1 APPEARANCES OF COUNSEL:

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8 For Defendant:

9 CALIFORNIA DEPARTMENT OF JUSTICE  
10 BY: KENNETH G. LAKE, ESQ.  
300 South Spring Street  
11 Los Angeles, California 90013  
(213) 269-6525  
12 kenneth.lake@doj.ca.gov

13 Also Present:

14 CHRISTOPHER CHAIN, Videographer

15

16

17

18

19

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1

## I N D E X

2

WITNESS EXAMINATION PAGE

3

JAY L. JACOBSON

4

MR. LAKE

6

5

## E X H I B I T S

6

7

DEFENDANT'S DESCRIPTION PAGE

8

10           A -     Sales Order, dated June 1, 2020, on     114  
11                   a Franklin Armory form, produced by  
12                   Counsel for Plaintiff on  
13                   September 27, 2023

14           B -     One-page document identified as     115  
15                   "Produced 10-9-23," Bates stamped  
16                   "26909"

17

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25

1 entitled to an estimate or range if you can do that  
2 without speculating. But don't guess. And you know,  
3 obviously we can ask follow-up questions to try to prod  
4 the best memory you have or recollection, and that's what  
5 some of these documents will be for that we'll be going  
6 through. But again, just don't guess or speculate.

7 As you've seen, the court reporter is taking  
8 everything down. So you need to respond audibly. So I  
9 mean, it's common for people to do this and I'll know what  
10 you mean by doing that. But just for the sake of the  
11 record, you need to say "Yes or "No." Or just respond  
12 audibly.

13 Also, from time to time, your attorneys may  
14 interpose an objection, which they're required to do  
15 before you answer a question. So let them do that.

16 Sometimes the court reporter may have a comment  
17 about something, whether it's a document or whatnot, and  
18 there may be times where you know the answer to the  
19 question I'm asking before I'm done doing that. So in all  
20 those situations, just kind of wait until the other person  
21 is done talking. The point being is that no one is  
22 talking over each other so that we get as clear record as  
23 possible.

24 And with regard to the transcript, a few weeks  
25 down the road at this deposition, the court reporter will

1       prepare a transcript. You'll have an opportunity to  
2       review it and make any changes that you deem necessary.  
3       But I just want to caution you that we can bring up and  
4       question you upon reason for making any changes later on  
5       in subsequent proceedings in this case.

6                   Are you on any kind of medication today that  
7       might affect your ability to testify here today?

8       A       No, sir.

9       Q       Okay. Let's go into, if I could, just some basic  
10      background questions. Could you generally cover your  
11      educational background?

12      A       Graduate, with music degree, San Jose State  
13      University. I've also had classes and seminars with  
14      firearms technology training from Dano Elliott  
15      International Fire Specialist Academy as well as other  
16      assets of trainings throughout the years.

17      Q       Music -- did you have a particular instrument or  
18      is it --

19      A       Piano conducting and voice.

20                   THE COURT REPORTER: I'm sorry. "Invoice"?

21                   THE WITNESS: Voice.

22      BY MR. LAKE:

23      Q       We'll talk about invoices later.

24                   And did you receive a degree?

25      A       From San Jose State.

1 Q And do you have any military background?

2 A No, sir.

3 Q No reserve or anything like that?

4 A All I did was raise a Marine.

5 Q Sorry?

6 A I raised a Marine. I got his picture on the  
7 wall. But that's about it.

8 Q "Raced" like in motorcycles?

9 A No. Raised a child. I'm a parent of a Marine.  
10 That's it.

11 Q You know, sometimes we get -- it's harder to hear  
12 people's enunciation with the video, but we'll -- I  
13 apologize if I misunderstand some of the words. And also,  
14 while I'm talking about that, obviously we're going to get  
15 into -- as I'll get into right now -- your background  
16 related to firearms.

17 Obviously, I'm not an expert. So it's very  
18 possible that I may bungle the use of terminologies  
19 relative to firearms as we go through today. So feel free  
20 to correct me if I'm saying something or describing it in  
21 the wrong way. That's kind of part of the process that  
22 we're going to go through.

23 So if you could, could you just briefly describe  
24 your work history that gets us to -- obviously, we'll get  
25 to -- you're currently the owner of Franklin Armory;

1 correct?

2 A One of the owners. I'm not the majority  
3 shareholder. My wife is, Jason's a shareholder, I'm a  
4 shareholder and we have two other partners.

5 Q Okay. So just briefly describe your work history  
6 pre-Franklin Armory.

7 A So out of my -- when I got out of college, I  
8 ended up doing contracting work. Basically, my wife had a  
9 business of doing office cubicles throughout the bay area  
10 and I helped her run that company up until about 2006.  
11 Then about that time we sold off the company. And quite  
12 honestly, I was tired of working with felons in the  
13 contracting world. There were plenty.

14 So I ended up working on a ranch, taking a  
15 two-year sabbatical while I thought what the next plan  
16 would be. And we owned a building in Morgan Hill that  
17 went vacant, and then I ended up realizing that we could  
18 construct a business manufacturing firearms for  
19 Californians and so that's what led to Franklin Armory.

20 Q And so you first (inaudible)?

21 THE COURT REPORTER: I'm sorry. I didn't catch  
22 that.

23 BY MR. LAKE:

24 Q The question was did he first establish Franklin  
25 Armory in Morgan Hill? And that's just a town that used

1 to be a small town just south of the San Jose area; right?

2 A Yes, sir.

3 Q Now it's much bigger. I used to live in San Jose  
4 -- that's why I'm familiar with the area -- many years  
5 ago.

6 What year was Franklin Armory established?

7 A We started applying for permits in 2009. We  
8 finally had all the State and federal permits in 2010.

9 Q When you say "manufacturing," you were focused on  
10 California compliant firearms?

11 A Yes, sir.

12 Q Can you just briefly describe what that means?

13 A Firearms that comply with the penal code and do  
14 not violate it, basically.

15 Q And just as a contrast, I guess what I'm getting  
16 at is California obviously has more stringent restrictions  
17 on firearms transfers than other states; right?

18 A There are other states that are also very  
19 complicated in their statutory requirements and even from  
20 the very beginning, when we were working consulting with  
21 Cal DOJ constantly to confirm what is lawful, what would  
22 be across the line and so on.

23 And though they were very nebulous in the  
24 response, we've always focused on the firearms, obviously  
25 that are compliant with the law and the jurisdiction that

1       we're seeking to distribute those firearms.

2           Q     So in other words, you didn't manufacture and  
3     market and sell firearms to other states that did not have  
4     special restrictions. Is that fair?

5           A     In 2009, 2010, no, we did not.

6           Q     Did you later on do that?

7           A     Yes. Of course, we're in Nevada now, so we sell  
8     not only to the rest of the country but the rest of the  
9     world.

10          Q     What year did that start, approximately?

11          A     We purchased the building in Nevada in 2013.

12          Q     And then prior to starting Franklin Armory around  
13     2010 in Morgan Hill, what kind of firearms experience did  
14     you have?

15                MS. BARVIR: Objection. Misstates the prior  
16     testimony. The client stated that they began establishing  
17     Franklin Armory in 2009.

18     BY MR. LAKE:

19          Q     Okay. Either way. Just before you commenced the  
20     process to get the business going -- Franklin Armory, that  
21     is -- what kind of firearms experience did you have?

22          A     So basically just as a hunter, as a user of  
23     firearms, as somebody that would dismantle and reassemble  
24     firearms and general hobby enthusiast, I would say.

25          Q     Did you undergo any particular training to get up

1       we're seeking to distribute those firearms.

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3     market and sell firearms to other states that did not have  
4     special restrictions. Is that fair?

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20     process to get the business going -- Franklin Armory, that  
21     is -- what kind of firearms experience did you have?

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23     firearms, as somebody that would dismantle and reassemble  
24     firearms and general hobby enthusiast, I would say.

25          Q     Did you undergo any particular training to get up

1 the top of my head.

2 Q You said "sister company." What company is that?

3 A Arrowhead machining.

4 Q When you say "sister company," is that a company  
5 that you have ownership in or --

6 A It is wholly owned by Franklin Armory Holdings.

7 Q Was that a corporation or LLC?

8 A Corporation.

9 Q And then Osprey Defense -- that's a Virginia LLC;  
10 right?

11 A Correct.

12 Q Just for the record, that's O-S-P-R-E-Y. That's  
13 its own company -- right? -- Virginia, LLC?

14 A A dumb company?

15 Q It's own company. It's a separate --

16 A I'm sorry. I misheard you.

17 Q That's fine.

18 A It is a separate company, but it -- that brand is  
19 run through Franklin Armory.

20 Q Okay. And then what -- just kind of generally,  
21 what types of firearms does -- well, let me try to focus a  
22 little bit more. When we talk about -- obviously, we're  
23 going to get into the DES. And just for the record, DES  
24 is the dealer record of sale entry system -- Dealer Record  
25 of Entry of Sales, also known as a DROS.

1                   So you're familiar with those terms; right?

2                   A      I am familiar with the terms, but I'm not a  
3      California dealer and never have been.

4                   Q      But do you have experience working with -- or  
5      processing or interacting with the DES in any way? Or  
6      what's your kind of background with that?

7                   A      No, sir. I was never a dealer.

8                   Q      But do you have knowledge about how the DES  
9      works?

10                  A      Any knowledge that I do have is from online  
11     sources or what third parties may have told me.

12                  Q      Okay. Now, when we talk about long guns, in  
13     California that's what -- a gun with a barrel over 16  
14     inches? What are we talking about here?

15                  A      I would -- yes. Over 16 inches.

16                  Q      Okay. And then what type of long guns does --

17                  A      Let me rephrase that. So a pistol -- or I should  
18     say a frame or a receiver doesn't have a barrel. But it  
19     could be a firearm receiver that would typically have a  
20     barrel over 16 inches.

21                  So that question, the way it was asked, generally  
22     you would put a barrel on it that's over 16 inches or in  
23     the case of a shotgun over 18 inches, but a receiver by  
24     itself doesn't have a barrel.

25                  Q      But you anticipated my next question. I'm

1 assuming -- first off, Franklin Armory manufactures  
2 receivers?

3 A Yes, sir.

4 Q And what's the difference between a receiver and  
5 a lower, L-O-W-E-R? Are generally --

6 A Generally, yes. They can be synonyms. There are  
7 some firearms where the upper part of the receiver is the  
8 ATF firearm. And then in the case of the AAR platform, it  
9 is the lower receiver that is the firearm.

10 Q Franklin Armory has manufactured receivers?

11 A Yes, sir.

12 Q Generally, what year did you start and through  
13 the present are you still manufacturing them, generally?

14 A So starting with the initial part of your  
15 question -- we found out about the marked variance in our  
16 business planning period before we acquired the licenses  
17 and permits and so forth, both State and federally, and we  
18 had contracted to have manufactured receivers by JD  
19 Machine Tech, down in San Diego, and that was our vendor  
20 at that time for lower receivers.

21 So we weren't cutting them in house, but we were  
22 having them made for final assembly at our facility.

23 Q And -- let's just kind of, in the last five  
24 years, from the last five years to the present, Franklin  
25 Armory has either assembled or manufactured receivers?

1           A    Yes, sir.

2           Q    And then I think as you mentioned, receivers in  
3 California, they would have to be processed for transfer  
4 as a long gun; right?

5           MS. BARVIR: Objection. That calls for a legal  
6 conclusion.

7 BY MR. LAKE:

8           Q    Just based on your personal knowledge.

9           A    So I was never a dealer, sir. So that wasn't my  
10 bailiwick.

11          Q    I understand that you covered that already. But  
12 I'm assuming you have some understanding how it works  
13 because you have to deal with dealers; right?

14          A    Yes, sir.

15          Q    Based on your experience in manufacturing,  
16 marketing and selling receivers, you have some knowledge  
17 of how those weapons or those firearms are processed for  
18 transfer; right?

19          A    Some.

20          Q    Okay.

21          A    Information changes constantly. And I now live  
22 in Nevada and I focus across the country and to some  
23 extent exports. So I don't have a firm grasp of exactly  
24 what the lay of the land might be in California right now.  
25 I'm sure Jason and Anna would be much better at answering

1           MR. LAKE: Sure. Let me just make a note here.

2           MS. BARVIR: Sorry about that.

3           MR. LAKE: No. That's fine. What do you need? Five  
4 minutes? Ten minutes?

5           MS. BARVIR: I think five should be fine.

6           MR. LAKE: Okay. We'll get back on in five minutes.

7           THE VIDEOGRAPHER: Off the record at 10:55 a.m.

8           (Recess taken.)

9           THE VIDEOGRAPHER: We're back on the record at  
10 11:03 a.m.

11          BY MR. LAKE:

12          Q        Okay. Picking up where we left off -- so you had  
13 mentioned approximately 100 communications with Blake  
14 Graham over the years. I'd like to -- focusing on the  
15 conversation you had with him about the Mossberg Cruiser,  
16 approximately when did that occur, if you recall?

17          A        That would be -- I wanted to say 2019 or 2020. I  
18 don't have that right in front of me, but in that -- prior  
19 to this case having to be filed.

20          Q        How long did that conversation take place,  
21 approximately?

22          A        Actually, you know what? I remember the date now  
23 because I remember where I was. I was in -- it was 2019,  
24 and it was the end of October. And I want to say it was a  
25 15- to 30-minute conversation.

1           Q     Let me just -- would this be the same  
2 conversation that was discussed in your responses to form  
3 interrogatories? Those were just served in September of  
4 this year. Let me -- I don't know if you reviewed those  
5 lately, but let me just kind of -- so this is at page 35,  
6 lines 14 to 22. It's asking about witnesses.

7                   Imagine verbal reports of Bureau of Firearms,  
8 Agent Blake Graham, via telephone. It says you, Mr. Jay  
9 Jacobson, president of Franklin Armory, verbal report made  
10 to Agent Blake Graham on or about October 22, 2019. Is  
11 that about right?

12           A     Yes, sir.

13           Q     We're talking about the same conversation?

14           A     Yes, sir.

15           Q     And that was about a 15- to 30-minute phone  
16 conversation. Who called who?

17           A     I don't recall off the top of my head.

18           Q     And what brought that about? Did this have  
19 something to do with the Title 1?

20           A     Yes. And the computer system.

21           Q     And then October 22, I believe what I've seen  
22 in the records is that the Title 1 was introduced on  
23 October 15, 2019. Is that about right?

24           A     Can I look for the documents?

25           Q     Well, is that the approximate --

1           A     Yes.

2           Q     Okay. If we need the exact date on something,  
3 you know, we'll try to go into that. But if we don't,  
4 then I think -- so we're talking right around the time  
5 this conversation took place, right around the time when  
6 the Title 1 Centerfire firearm was being introduced?

7           A     Yes, sir.

8           Q     Okay. When you said -- just the term  
9 "introduced" means that's when you were beginning to  
10 market it for potential sale? Is that accurate?

11          A     Yes.

12          Q     And then who first brought up the Mossberg  
13 Cruiser in your conversation? You or him?

14          A     I don't recall. I know we talked about it but I  
15 don't recall, sir.

16          Q     Okay. So in that conversation, Mr. Graham  
17 advised you that Mossberg Cruisers had been processed in  
18 the online system, the DES, as shotguns, even though it  
19 does not have a stock; is that right?

20          A     Yes, sir.

21          Q     And did he tell you that that had been done for a  
22 number of years?

23          A     Yes, sir. Now, maybe not specifically in those  
24 words, but that that was the historic tradition of how  
25 they transfer that firearm in California.

1           Q     Even though -- did you ask the follow-up question  
2     -- well, wait a minute. It doesn't have a stock, so it's  
3     not technically a shotgun.

4                   How could you do that?

5           MS. BARVIR: Objection --

6   BY MR. LAKE:

7           Q     Did you ask something like that or --

8           THE COURT REPORTER: I'm sorry. I heard an  
9     objection.

10          MS. BARVIR: Sorry. I didn't mean to cut you off,  
11     Ken.

12          MR. LAKE: That's fine.

13          MS. BARVIR: I stated the objection that this is  
14     confusing, vague and ambiguous, I believe, to the term  
15     "stock" and "shotgun."

16   BY MR. LAKE:

17          Q     You know what a stock is; right?

18          A     Yes, sir. What's your definition of a stock,  
19     just to make sure we're on the same page?

20          Q     Well, you tell me and I'll go with your  
21     definition. I'm just a lawyer. She's objecting to legal  
22     opinions and now I'm objecting that I don't have a firearm  
23     opinion.

24                   What is a stock? I mean, what is the commonly  
25     understood definition in the firearms industry, which you

1 are a part -- how would you describe a stock?

2 A A stock would be something that is attached to  
3 the firearm that is used to shoulder the weapon.

4 Q And a firearm that has a stock, as you've  
5 described, would be intended to be fired from the  
6 shoulder; is that right?

7 A Yes, sir.

8 Q And in the firearms industry -- and I'm not  
9 confining this to Franklin Armory, but there's companies  
10 online that sell attachable, detachable stocks, isn't  
11 there?

12 A Yes. Attachable and detachable, I suppose.

13 Q Has Franklin Armory ever sold anything like that?

14 A That's kind of like saying an attachable or  
15 detachable carburetor. It can be removed; right, sir?

16 Q Okay. But I guess what I'm saying, that would be  
17 sold as a separate item that could be added to a  
18 particular firearm?

19 A Yes, sir.

20 Q Are you familiar with the term -- or I guess it  
21 would be called an accessory -- of a brace that can be  
22 attached to a stockless firearm?

23 A Yes, sir.

24 Q And the purpose of such a brace would be to serve  
25 the purpose of a stock, to allow the person attaching the

1 brace to the stockless firearm to fire it from the  
2 shoulder; correct?

3 A No, sir.

4 Q Okay. What would a brace do?

5 A The -- a brace is used to stabilize a firearm.  
6 It was originally designed for vets -- veterans that may  
7 be disabled and needed to be able to accurately stabilize  
8 their firearm through the use of a brace.

9 Q When you say "stabilize," does that mean it  
10 allows a person to put the brace against the shoulder area  
11 while firing?

12 A If one intends to do that, then that is -- first  
13 of all, that's not germane to this discussion, as far as  
14 I'm aware. But second of all, the intent of the user,  
15 according to ATF, may have some impact of whether that is  
16 then defined as a stock, but I don't believe that's part  
17 of our discussion today.

18 Q Okay. Well, I still would like you to answer the  
19 question. If someone were to attach a brace, say, to the  
20 Title 1, if they so chose, that would enable them to apply  
21 the brace to the shoulder area while firing; correct?

22 A If they so chose to, but they can do that with  
23 anything; right? They would need a stock to put -- you  
24 can take a Glock and put it on your shoulder. Does that  
25 make it shoulder fired?

1           Q     Yeah. I mean, sure, they can do anything they  
2 want with it. But one of the uses could be to use it to  
3 put against the shoulder while firing; right?

4           A     Right. You can do that with a revolver if you  
5 wanted to.

6           Q     Okay. All right. So let's go back to we're  
7 talking about your conversation with Mr. Graham regarding  
8 the Mossberg Cruiser, and he had told you again that they  
9 were in the process of those in the online system as  
10 shotguns, even though you told him that technically it  
11 wasn't, under the statutory definition, a shotgun; right?

12          A     Yes, sir.

13          Q     And did you have -- did he tell you -- what did  
14 he say in response to that?

15          A     It was, well, hey, this is just the way we do it.  
16 And my recollection of that conversation was, well, then  
17 couldn't we do that for a Title 1?

18          Q     And what did he say to that?

19          A     He did not answer specifically. He started  
20 talking -- what I recall is he started talking about how  
21 antiquated the State's computer system is and how it may  
22 take a while to modify the system per our request.

23          Q     So when you say "per our request," we're talking  
24 about you, on behalf of Franklin Armory, made a request at  
25 that point in time, before your conversation with

1 Mr. Graham we're discussing, you had made a request  
2 regarding modification of the online system?

3 A Yes.

4 Q And that modification that you had mentioned or  
5 requested involved changing the drop-down menu that  
6 currently existed at that point in time, which I believe  
7 you referred to as a "sub-menu"?

8 A So that's one of the ways that it could have been  
9 done. You may recall that I mentioned that there was a  
10 rifle combination and shotgun with a "Comment" section  
11 underneath. But my deal was to be able to use that  
12 "Comment" section to write that it was a Title 1.

13 Q Okay. Gotcha. So let me just focus on the --  
14 just so -- we kind of need to make the record just a  
15 little bit. The comment you made was when we were talking  
16 about -- you had made a request -- we will get to the  
17 "Comment" part later -- but you had made a request prior  
18 to the conversation, to possibly modify the online system,  
19 the DES, to add to the sub-menu that currently had rifle,  
20 shotgun, rifle-shotgun combination, to add to those three  
21 options a fourth option, which would be "Other," correct?

22 A Whether that was before or after -- I did ask for  
23 that, but I'm not sure if it was before or after, you  
24 know. A couple of days here or a couple days there. I  
25 don't recall exactly.

1           Q     Do you recall discussing that specifically with  
2     Mr. Graham in that conversation?

3           A     I do recall talking to him about the computer  
4     system, yes.

5           Q     But did you talk specifically about adding  
6     the -- an "Other" to that drop-down menu or --

7           A     Yes, sir.

8           Q     What did he say to that?

9           A     That the State has a computer system that's very  
10    antiquated, and I believe it's got a database from  
11    something called "Access" with a Microsoft program. I'm  
12    not a computer software expert, by any means. I don't use  
13    that program. So I think that was the program you said  
14    that the system is based off of and it's very antiquated,  
15    and he was stating it might take quite a long time.

16          Q     But he never said anything to the effect that the  
17    Bureau was required to make that modification, did he?

18          A     He did not.

19          Q     Okay. Did you discuss other stockless firearms  
20    in that conversation?

21          A     I don't recall, specifically. I may have.

22          Q     Okay. Just let me step back just a little bit.  
23    Again, we're talking about the drop-down menu and just to  
24    kind of make a little record here if I could.

25                   In the second Amended Complaint, it's referred to

1 as a "sub-menu." Is that the term that you use or is that  
2 from someone else?

3 A That is not a term I created in this application.  
4 So I would believe that perhaps Counsel,  
5 in drafting this, created that terminology.

6 Q Okay. But you understand that before getting to  
7 that menu, there's a "Select" in the online system, the  
8 DES, under "Gun type," where one must select either long  
9 gun or hand gun; right?

10 A I do recall reading something about that. Again,  
11 I never had access to that. Every bit of information I  
12 have came from instruction manuals and/or dealers. And in  
13 fact, what precipitated that call with Blake was that I  
14 believe, if my memory serves me right, we did the  
15 announcement. And then the following week, we were at  
16 that show, and that's why I remember the date. And I was  
17 talking to him about that, because I had dealers that were  
18 trying to find out how to transfer this otherwise lawful  
19 firearm. And unfortunately, I wasn't getting any  
20 satisfactory results from Mr. Graham.

21 Q When you say "this otherwise lawful firearm,"  
22 you're talking about specifically about the Title 1?

23 A Yes, sir.

24 Q And you said you had these conversations at a gun  
25 show in Florida?

1           A    I was in Florida. I don't know where he was, but  
2 yes, that's why I remember the date.

3           Q    Oh, when you talked to Mr. Graham, you were in  
4 Florida?

5           A    I was in Florida, yes.

6           Q    When you just referenced that you had  
7 conversations with dealers, that was at the gun show in  
8 Florida?

9           A    No, sir. There were California dealers that  
10 called my office and were trying to figure out how to  
11 transfer the firearms. And when I say that was perhaps  
12 the royal version of that, in other words, my team had  
13 received those phone calls and correspondence and I was  
14 trying to find solutions.

15          Q    Had you personally talked with any of these  
16 California dealers?

17          A    I believe that I have. But I'm trying to think.  
18 I believe I was reading E-mails about it or I had managers  
19 coming to me with a problem.

20          Q    We're talking around October 2019?

21          A    Yes, sir.

22          Q    Do you remember particular dealers that were  
23 mentioned?

24          A    I am not confident in which dealer that was at  
25 that time.

1           Q     Okay. Well, did you have an understanding it was  
2 just one dealer making the inquiry?

3           A     There was one initial dealer that brought it to  
4 our attention, and then there were other dealers that  
5 asked the same question.

6           Q     And these were all conversations that your team  
7 had not used?

8           A     They were -- like customer service receives phone  
9 calls and E-mails, and then those get brought up the food  
10 chain or our director of sales might get a phone call from  
11 a dealer.

12          Q     So you don't remember who the initial inquiry  
13 from the dealer was, who that was?

14          A     Off the top of my head, I do not recall.

15          Q     What about some of the other dealers that made a  
16 similar inquiry regarding the Title 1?

17          A     I believe there was somebody from Down Range, in  
18 Chico.

19          Q     What's the name of that dealer?

20          A     What was the name of that dealer?

21          Q     Yeah.

22          A     I don't know him on -- I don't know if I've  
23 actually ever met him. He's always spoken to managers  
24 that work for me, but I think his name is John, but I  
25 could be wrong. So I'm sitting here, not wanting to say a

1 name because I can't recall for sure.

2 Q Okay. Did you just use the term "downwind"?

3 A Down Range.

4 Q Down Range. I'm sorry.

5 What does that mean?

6 A It's the name of a firearms dealership in Chico.

7 Q Oh. That's the name? Okay. Sorry. Gotcha. So  
8 basically this was brought to your attention via E-mail  
9 from your staff, from your team?

10 A My staff spoke to me directly in person.

11 However, I don't recall how they were notified of the  
12 problem.

13 Q Okay.

14 A They may have been receiving a call from a  
15 dealer, saying "Hey, how do I transfer this firearm now  
16 that I have it?" And they were unable to figure out a way  
17 to do it on -- through the computer system. And that's  
18 what necessitated the call to Mr. Graham.

19 Q Gotcha. Okay. So let's shift back if we could  
20 to the conversation with Mr. Graham. So he basically told  
21 you that even though the Mossberg Cruiser, because it did  
22 not have a stock, was not, under the statutory definition  
23 of a shotgun, they had previously processed it as a  
24 shotgun anyhow; right?

25 A Yes, sir.

1           Q     And he told you that they had done that for a  
2 long time?

3           A     Yes, sir.

4           Q     And did he tell you that there was no requirement  
5 for the Bureau's process firearms in the online system to  
6 select or require selection of a firearm in the system  
7 consistent with the definition by statute?

8           A     No, sir.

9           Q     And were you -- how did you come to the  
10 interpretation that a stockless firearm such as the  
11 Mossberg Cruiser should not be processed in the online  
12 system because it did not meet the statutory definition?

13          A     As I said in earlier testimony, sir, the State  
14 had created a computer system with a false trichotomy.  
15 That's just logic.

16          Q     Okay. But per your understanding of the statutes  
17 -- so I'm assuming at some point you garnered  
18 an understanding of the statutory definition of rifle and  
19 shotgun?

20          MS. BARVIR: I'd like to state an objection to the  
21 extent that this calls for attorney-client privileged  
22 communications.

23          MR. LAKE: Yeah. I don't want that.

24 BY MR. LAKE:

25          Q     At some point, you have an understanding this is

1 what a shotgun is, this is what a rifle is under the  
2 statute; right?

3 A Yes. I've got it pulled up here, in case you  
4 have any more questions about it.

5 Q Okay. Did you ever have any conversations with  
6 anyone -- other than your attorney -- or gather an  
7 understanding from your review of either your research or  
8 investigation, reading of -- you know, the reading that  
9 you've done, that there was some kind of requirement under  
10 the law that in processing a firearm in the DES, that in  
11 order to select from the drop-down menu of rifle, shotgun,  
12 rifle-shotgun gun combination, that a dealer could only  
13 select it if it matched or fit the statutory definition?

14 A So I think you're asking me to respond to the --  
15 how the DES is put together and whether or not, if a  
16 dealer puts the wrong box in there, that maybe they lose  
17 their license. I mean -- I don't enter things into DES;  
18 so I don't have that direct experience. I have read about  
19 it through instruction manuals.

20 But let me ask you this -- isn't that under the  
21 penalty of perjury that the dealer must accurately define  
22 what's in there?

23 Q That wasn't my question. Let me go back a little  
24 bit and ask this -- did you discuss -- so you talked about  
25 the Mossberg Cruiser, stockless firearm.

1                   Did you discuss other stockless firearms that had  
2 to be transferred through the online system in that  
3 conversation?

4                   A    I don't recall.

5                   Q    Did you discuss pistol grip shotguns?

6                   A    Well, that's what a Mossberg Cruiser is, sir.

7                   Q    Okay. Did you discuss lower receivers in that  
8 conversation?

9                   A    I may have. I don't recall.

10                  Q    Did you discuss barreled receivers in that  
11 conversation?

12                  A    Maybe. I might have, but I don't recall.

13                  Q    In both -- we talked about lower receivers and  
14 then I'm adding barreled receivers.

15                  Is it your understanding that both of those types  
16 of firearms would require to be processed through the  
17 online system in order to be transferred to a person in  
18 California?

19                  MS. BARVIR: Objection. As before, this calls for a  
20 legal conclusion.

21                  Go ahead and answer if you can.

22                  THE WITNESS: One more time?

23                  BY MR. LAKE:

24                  Q    Your understanding is that -- so we've got lower  
25 receivers, barreled receivers. Let me just lay a little

1 more foundation, just so we're clear.

2 Is a barreled receiver basically a lower receiver  
3 with a barrel attached to it?

4 A No.

5 Q What is it?

6 A So a barreled receiver would be a firearm part,  
7 whether it be -- so you said a lower receiver. So a  
8 barrel doesn't attach to an AR-15 lower receiver. It  
9 attaches to the upper receiver. But a barreled receiver  
10 in a traditional sense may be something like a Mauser 98  
11 rifle.

12 Q Got it.

13 A Has -- let me correct myself because I just used  
14 the word "rifle," what would otherwise be a rifle if it  
15 had a stock.

16 Q Yes.

17 A A receiver that has a barrel attached to it --  
18 the receiver being the controlled part -- not every  
19 firearm has an upper and a lower. A Mauser bolt action  
20 shotgun-rifle has just the receiver, and of course the  
21 rifle would have a stock. A barreled receiver would have  
22 a barrel attached to the receiver but no stock. Is that  
23 clear?

24 Q Clear enough for our purposes. Again, I'm not a  
25 firearm person, expert. But so the question is, it would

1 be your understanding that whether it's a lower receiver  
2 or a barreled receiver, those are something -- to transfer  
3 that to a buyer in California, it would have to be  
4 processed for transfer through the online system; right?

5 A Yes, sir.

6 Q And I think you alluded to this a moment ago, is  
7 that if a lower receiver or a barreled receiver actually  
8 had a stock attached to it, it would be considered a rifle  
9 under the statutory definition for your understanding if  
10 it had a rifle --

11 MS. BARVIR: Objection. Calls for a legal conclusion.

12 BY MR. LAKE:

13 Q Go ahead.

14 A If it had a rifle aboard.

15 Q Now, in your conversation with Mr. Graham, did  
16 you have any discussions about whether -- how lower  
17 receivers or barreled receivers would be processed or  
18 historically had been processed in the online system?

19 A I do recall. We're going back a few years ago.  
20 Basically, we had a problem where the government website  
21 was preventing us from transferring what was otherwise a  
22 lawful firearm, and that was the gist of the conversation.

23 I think I remember saying something about  
24 Mossberg Cruiser as an example. Subsequent to that  
25 though, we did send a letter that I had drafted and sent

1 to him for his review or the Department's review, and I  
2 believe that's in the documentation that you have.

3 Q Did Mr. Graham mention in your conversation as an  
4 additional example that lower receivers or barreled  
5 receivers, although stockless, had historically been  
6 processed in the online system as rifles?

7 A I do not recall.

8 Q Have you learned that from any conversation or  
9 any source with anyone, other than your attorneys, of  
10 course?

11 A I have anecdotal understanding that people have  
12 transferred barreled receivers as rifles even though they  
13 were not rifles because they didn't have a stock.

14 Q Right.

15 A Yes.

16 Q And did you learn that -- did any dealer ever  
17 tell you that?

18 A I -- I'm not sure if it was a dealer or if I read  
19 about it online somewhere, where somebody had mentioned  
20 that that's how they transferred them.

21 Q When you say "that's how they transferred them,"  
22 that would be the dealers that you talked with?

23 A Correct.

24 Q And those were California dealers?

25 A Correct.

1 Q And?

2 A And, you know, the State has a wide body of  
3 evidence of how those firearms were transferred, because  
4 all that data is at the firearms dealership. Obviously  
5 they weren't prosecuting anybody for that.

6 Q Is it fair to say that based on the information  
7 you had, is that lower receivers, barreled receivers and  
8 pistol grip shotguns had been processed in the online  
9 system for years as either rifles or shotguns?

10 MS. BARVIR: Objection. This is a compound question.  
11 Talking about three different types of firearms. It's  
12 also confusing, vague and ambiguous as including rifles,  
13 shotguns, stocks like that.

14 BY MR. LAKE:

15 Q Go ahead if you can.

16 A It was my understanding that even though it  
17 wasn't correct statutorily, that that's what they were  
18 doing.

19 Q For years?

20 A For years, since the DES was put in use, which  
21 I'm not sure what that year was, whether -- I'm not sure  
22 if it was 2014 or 2018. Somewhere around there. I'm not  
23 sure.

24 Q This was conveyed to you by California dealers;  
25 right?

1           A    Yes.

2           Q    How many dealers, if you can estimate, told you  
3    this?

4           A    I'm not sure, off the top of my head.

5           Q    Is it more than five?

6           A    Yeah. I would say five, somewhere in there. But  
7    in talking about Blake Graham, that was also the status  
8    quo of what the defendant was doing, but I don't remember  
9    if it was in that conversation specifically or at a  
10    subsequent conversation.

11          Q    I may have asked this already, but just in the  
12    context of do you have an understanding or an estimate as  
13    to how many California dealers you or your company dealt  
14    with?

15          A    I do not have that handy. I will say this, that  
16    we have distributors that we ship to that send to an even  
17    wider group of dealers, but I don't have an exact count  
18    for you.

19          Q    I'm assuming there were some dealers that  
20    probably dealt in larger volume than others. Is that  
21    fair?

22          A    Correct.

23          Q    So you probably, most likely would have dealt  
24    with them more often than some of the smaller dealers?

25          A    Correct.

1           Q    Are there some of these more high-volume dealers  
2    that, as you sit here today, come to mind as ones you have  
3    dealt with more frequently?

4           A    So a higher volume dealer would be Turner's  
5    Outdoorsman.

6           Q    And where are they located?

7           A    They have multiple locations throughout the  
8    state.

9           Q    Where is that headquarters?

10          A    I can look it up for you.

11          Q    That's okay. Again, this is just as you sit here  
12    today, multiple locations. Was there a contact person  
13    that you spoke with or communicated with?

14          A    My sales staff would deal with them most  
15    directly.

16          Q    So do you know of anybody that you dealt with?

17          A    I have run into Brian Harris. We've talked very  
18    few words. He's talked with my sales staff on a much more  
19    regular basis.

20          Q    Brian Harrison -- is he the CEO of Turner --

21          A    Brian Harris.

22          Q    Harris. Sorry. Is he the chief? Head?  
23    Director? Something else?

24          A    I'm not sure of his exact title. I would assume  
25    CEO, something of that nature.

1           Q     What are some of the other high-volume dealers  
2 that come to mind that you dealt with?

3           A     I mentioned Chico, Down Range. There's Coyote  
4 Point Armory. There are other dealers -- honestly, the  
5 State would have that information, because every time I  
6 ship a gun to California, they actually know who we're  
7 shipping it to and the volume of long guns versus handguns  
8 that we're shipping.

9           Q     Okay. I get that. I'm just kind of asking you  
10 your understanding -- are there any other high volumes  
11 that comes to mind? I've got Turner's Outdoorsman, Down  
12 Range, Coyote Point.

13          A     Basically once you get beyond Turner's,  
14 everything else is smaller dealerships, for the most part.

15          Q     Where is Coyote Point located?

16          A     I think they have -- I think they started off in  
17 Coyote Point by South San Francisco, but I don't know if  
18 they have two locations. I'd have to look it up. I think  
19 they might have a different locations other than actual  
20 Coyote Point. I'd have to look it up, though.

21          Q     And then just kind of as we've now gone through  
22 this list of some of these high-volume folks, probably  
23 perhaps dealt with more frequently, does that bring to  
24 mind, refresh your recollection in any way that it was  
25 talking with any of these dealers where it was conveyed to

1 you that it was more or less the status quo that firearms,  
2 stockless firearms -- again, whether it's stockless  
3 shotgun or a stockless rifle -- would be processed as a  
4 rifle or a shotgun in the online system even though it  
5 wasn't fitting the statutory definition?

6 A Well, really, since Blake Graham had already told  
7 me that this was the status quo, it was not an issue I was  
8 trying to sleuth out.

9 Q Okay. So the dealers you had contact with, they  
10 also understood that it was the status quo that stockless  
11 firearms would be processed in that manner; right?

12 MS. BARVIR: Objection. Calls for speculation.

13 BY MR. LAKE:

14 Q If you know.

15 A I know that we received correspondence and  
16 communication here that dealers were very concerned about  
17 just putting something in the comments without an official  
18 response from the State of California that that would be  
19 how they should process this.

20 Q But you're talking about the Title 1 right now;  
21 right?

22 A Yes, sir.

23 Q So I'm talking about before the Title 1 was  
24 introduced.

25 A I understand.

1           Q     In the course of conduct with some of these  
2 dealers and those dealers had more or less made clear to  
3 you the status quo, that they would be processed -- again,  
4 even stockless -- they still would be processed as a  
5 rifle, for example, if it was a barreled receiver or --  
6 with a rifle or barrel or if it was a pistol grip shotgun,  
7 it would be processed as a shotgun, even though, again, it  
8 didn't have a stock; right?

9           A     It was my understanding that that was their --  
10 what they had been told by -- what do they call them? At  
11 ATF they call them IOI. I don't recall what they call  
12 them for state investigators. They're not agents or  
13 anything like that, but -- the people that come by and do  
14 the inspections -- that that's what they were told and how  
15 they should be processed.

16                 But honestly, because Blake Graham had already  
17 told me this, that this is the status quo for the  
18 Department.

19                 I didn't commit to memory the various other  
20 comments that I may have heard through the years. So I  
21 mean, it was astonishing to me that Blake Graham said that  
22 this is how the government does it when it's patently  
23 wrong. But I --

24           Q     Wait. Let me -- just -- just to step back --  
25 we'll get to that in a second. But just stepping back --

1 so the dealers had expressed to you that they were told  
2 that's just the way it's done. So they didn't have any  
3 fear of being prosecuted or accused of wrongdoing by doing  
4 it in that way; right?

5 MS. BARVIR: Objection.

6 BY MR. LAKE:

7 Q Up until -- again, I'm talking about before the  
8 introduction of the Title 1.

9 MS. BARVIR: Objection. I think it misstates the  
10 deponent's testimony.

11 BY MR. LAKE:

12 Q You can answer, if you can. Does that make  
13 sense?

14 A Please rephrase the question so I can understand.

15 Q Sure. Prior to the introduction of Title 1,  
16 we've already discussed that there seemed to have been,  
17 you know, some history of having communications with  
18 dealers, that it was a status quo that processing of  
19 firearms that weren't necessarily consistent with the  
20 statute definition, they were told that's the way it's  
21 done.

22 Did any dealer ever express concern like, oh, I  
23 might get prosecuted or accused of wrongdoing?

24 MS. BARVIR: Objection. This mischaracterizes the  
25 deponent's earlier testimony.

1           A    No. Again, I think most of that was true,  
2 managers that spoke to him directly and then told me about  
3 various problems and so on.

4           Q    Okay. Next up, I've got Rob Adams, with  
5 Sacramento Black Rifle. Does that ring a bell?

6           A    Yes. Sacramento Black Rifle, I don't claim to  
7 have a whole bunch of knowledge of their management.

8           Q    Do you know Rob Adams?

9           A    Personally, no.

10          Q    Have you ever had any conversations with him?

11          A    Directly, not that I recall.

12          Q    And then Sacramento Black Rifle is listed as  
13 located in Citrus Heights. That's up by Sacramento, isn't  
14 it, if you know?

15          A    Citrus Heights is by Sacramento, yes.

16          Q    So is Sacramento Black Rifle located there, if  
17 you know?

18          A    I do not.

19          Q    Next up is Tyler Thompson, owner of Redding Gun.  
20 Do you know him?

21          A    I do not, not directly.

22          Q    Are you familiar with Redding Guns?

23          A    Yes.

24          Q    Located in Redding?

25          A    Yes.

1           Q     Is that -- does that ring a bell as to being one  
2 of the dealers that is a high-volume dealer that Franklin  
3 deals with?

4           A     I would not say a high-volume dealer. But we  
5 have, I believe, shipped guns to them in the past.

6           Q     Does reference to that name ring a bell of any  
7 conversations you've had with him?

8           A     I haven't had direct conversations with him that  
9 I recall. I believe the manager that we had at the time  
10 had conversed with him.

11          Q     Next one would be Tim Bero, B-E-R-O, President of  
12 TMW, Inc. Do you know him?

13          A     No.

14          Q     Do you know what TMW is?

15          A     Not off the top of my head, no, sir.

16          Q     Does that sound like a dealer that you maybe deal  
17 with or --

18          A     Would you like me to look it up?

19          Q     No. Again, just as you sit here right now, that  
20 name Tim Bero doesn't ring a bell?

21          A     No, sir.

22          Q     Give me two seconds. I've got a charging issue.

23                 Okay. Sorry about that. All right.

24                 So shifting gears, if we could, to the filing of  
25 the Sacramento Superior Court action -- that was among the

1 documents that, if you want to refer to it, that was in  
2 the group was called Sac Action FAC, which refers to the  
3 First Amended Complaint.

4 And let me just -- before I kind of get into this  
5 subject, is everybody okay in terms of needing a break or  
6 anything?

7 MS. BARVIR: I'm sorry. I need to use the restroom  
8 again. If you would rather do lunch now, that's fine, or  
9 just five or ten minutes.

10 MR. LAKE: Since we're near the lunch hour, do you  
11 want to take a half hour? Why don't we just come back at  
12 1:00? That's 45 minutes.

13 THE VIDEOGRAPHER: Off the record at 12:15 p.m.  
14 (Luncheon recess.)

15 THE VIDEOGRAPHER: Back on the record at  
16 1:01 p.m.

17 BY MR. LAKE:

18 Q Okay. So as I indicated before the break, I was  
19 going to go into the Sacramento County Superior Court  
20 action, which was forwarded to you.

21 Mr. Jacobson, do you have -- I'm going to do some  
22 referring to that. If you don't mind pulling that  
23 document up?

24 A Give me one second.

25 Q While Mr. Jacobson is pulling that up, I'm

1 referring to the Verified First Amended Complaint  
2 Petition for declaratory relief in the case of  
3 "Franklin Armory versus State of California, et al.,"  
4 Case No. 2018-00246584, filed on June 26, 2019.

5 And Mr. Jacobson, have you seen this document  
6 before?

7 A I would assume so.

8 Q And so this is -- you authorized filing of this  
9 action; correct?

10 A I believe so.

11 Q And is it your recollection that it was filed on  
12 or around -- well, the First Amended Complaint was filed  
13 on or around June 26, 2019; right?

14 A That's what the date stamp says.

15 Q And then the original Complaint was filed on  
16 December 14, 2018. Is that consistent with your  
17 recollection?

18 A I don't have the specific date but it sounds  
19 about right.

20 Q Okay. And then the first cover page indicates  
21 that you -- well, one of the plaintiffs in the action was  
22 Sacramento Black Rifle. We talked about that briefly in  
23 the morning session.

24 Do you have an understanding as to why Sacramento  
25 Black Rifle was a plaintiff in that action?

1           A     Because they were probably -- I would only be  
2     speculating as to why that would be, but they're -- as a  
3     dealer, they would be very much like the manufacturer,  
4     wanting to know what is lawful and what isn't.

5           Q     Did you ever have any discussions with anyone  
6     from Sacramento Black Rifle about this lawsuit?

7           A     I did not directly talk to them, no.

8           Q     Okay. And then in the Defendant list, you -- you  
9     also sued former Attorney General Becerra; right? Do you  
10    see that?

11          A     Yes.

12          Q     Do you know why you sued him in this case?

13          A     I believe because he was the man in charge. As  
14     far as, you know, who to put on there, that is the type of  
15     thing that I would heavily depend upon Counsel to put the  
16     right person in that capacity in there.

17          Q     Okay. So when you say "he's the man in charge,"  
18     being he's the Attorney General in the State of  
19     California, at least at that point in time, he was?

20          A     Yes, sir.

21          Q     And is that also the same reason why you're suing  
22     former Attorney General Becerra in this action that we're  
23     here for?

24          A     I would believe so.

25          Q     Meaning he's the man in charge; he's the head of

1 the DOJ, as Attorney General?

2 A He was, yes.

3 Q But he's responsible to address the  
4 allegations -- or was responsible to address the  
5 allegations in this action?

6 A That is my understanding. Again, I depend upon  
7 Counsel to provide the right name in the box.

8 Q And then Martin Horan, H-O-R-A-N, who's also  
9 listed as Defendant, as Acting Chief of the Department of  
10 Justice, Bureau of Firearms -- is that your understanding  
11 as around that time, that Martin Horan was sued in this  
12 Action because he was the Acting Chief of the Bureau?

13 A That's my understanding, yes.

14 Q And is it the same reason that you sued him in  
15 that case, because he's the man in charge of the Bureau,  
16 even in an acting capacity?

17 A Yes.

18 Q Have you ever had any conversations with  
19 Mr. Horan?

20 A No, but I believe that Mr. Graham would  
21 communicate directly with him.

22 Q What is that understanding based on?

23 A Conversations with Mr. Graham.

24 Q And I think you had alluded to this, but just to  
25 clarify a bit, in the conversations with Mr. Graham, he

1 would indicate to you that he was in communication with  
2 the either Chief or Director of the Bureau at that  
3 particular time; is that right?

4 A That's what he told me, yes.

5 Q Did you ever have any understanding that  
6 Mr. Graham never had any conversations or communications  
7 with the AG?

8 A I do not recall.

9 Q His interaction, based on what he told you, was  
10 limited to folks within the Bureau; is that right?

11 A I don't know the breadth and scope of his  
12 interaction with other parties. He only mentioned if  
13 there was an issue, that he might be speaking to the  
14 Director -- in this case Acting Chief -- of the  
15 Department.

16 Q Okay. And then if you could shift to page 16 of  
17 the Sacramento Action First Amended Complaint, take a look  
18 at paragraph 7 on page 74 --

19 THE COURT REPORTER: I'm sorry. Did you say  
20 "paragraph 7"?

21 THE WITNESS: 16, paragraph 73 and 74.

22 Sorry. Hopefully, as the day wears on, I won't  
23 start mumbling too much.

24 BY MR. LAKE:

25 Q So I'm gleaning from those two paragraphs --

1 again, this is all your understanding -- is that -- you  
2 brought this Action based on the assertion that Title 1  
3 firearm was not a rifle but as the allegation went in the  
4 Action, it could not be processed or transferred because  
5 there was uncertainty over whether the Title 1 was an  
6 illegal assault weapon, which created a fear and risk of  
7 prosecution if the Title 1 were deemed to be an assault  
8 weapon?

9 Is that a correct description of what the case  
10 was based on, per your understanding?

11 A Yeah. Let me just jump to the top again.

12 MS. BARVIR: Sorry. I was on mute.

13 Objection. I just want to clear up the  
14 confusion.

15 Could you clarify if this Action was regarding  
16 Sacramento Action or the present Action?

17 MR. LAKE: Sacramento action. I was reading from the  
18 --

19 MS. BARVIR: Sorry about that.

20 MR. LAKE: That's fine.

21 THE WITNESS: Okay. So I just went to the topic  
22 again. It says "Declaratory Relief." All we were trying  
23 to do is find out whether this is a lawful product or not.  
24 I believe it was. And over time that is what the  
25 government obviously believed. Otherwise, they wouldn't

1 not only enforce these laws but to educate on those laws."

2 Have you read these paragraphs before today?

3 A Yes, I have, but it's been a long time.

4 Q Okay. I understand. So you're familiar with  
5 those allegations as part of the Sacramento Action?

6 A Yes.

7 Q So is it fair to say that based on these  
8 allegations, that what Franklin Armory was alleging in the  
9 Sacramento Action is that there was uncertainty over  
10 whether the Title 1 was an assault weapon and what that  
11 was doing was that it was creating a fear of prosecution  
12 by, whether it be the State or some other public agency,  
13 based on that uncertainty. Is that fair?

14 A Yes. The --

15 MS. BARVIR: Objection. The document speaks for  
16 itself. It's also a compound question.

17 MR. LAKE: Right.

18 BY MR. LAKE:

19 Q In your understanding.

20 A The whole goal of why this case was brought was  
21 so that the government can say whether it is or it wasn't  
22 an assault weapon because your client wasn't talking.  
23 They wouldn't confirm one way or another.

24 I remember talking to people earlier on that  
25 would not provide everything in writing and so on, and we

1       were moving forward with this to get the government to say  
2       it is or is not, so we could lawfully proceed.

3           Q       And the reason is because there was a fear of  
4       prosecution by the State or some other law enforcement  
5       agency if a dealer were to process one of these Title 1's,  
6       that they could be prosecuted because there was a question  
7       as to whether it was an assault weapon; correct?

8           MS. BARVIR: Objection. Again, the document speaks  
9       for itself.

10      BY MR. LAKE:

11           Q       Go ahead.

12           A       So as a firearms manufacturer, I have an  
13       obligation to make sure that the products we provide our  
14       dealers for resale to the public are lawful products, and  
15       we would never wish to engage in any type of sales that  
16       weren't in compliance with any given jurisdiction. So we  
17       felt that we needed to know and we respectfully asked the  
18       government, and the only way to apparently get an answer  
19       out of them was to go this route.

20           Q       But the reason you sought that clarification as  
21       to whether it was an assault weapon or not was because of  
22       fear of prosecution if a dealer were to process one of  
23       these; right?

24           MS. BARVIR: Objection. That's been answered.

25           MR. LAKE: He didn't answer that question.

1 MS. BARVIR: Okay.

2 THE WITNESS: Certainly, we would never want to do  
3 anything to put our customers in jeopardy.

4 BY MR. LAKE:

5 Q In this particular case, based on the allegations  
6 of 73 and 74, it says right here -- 74, paragraph 74 --  
7 "This approach shields some manufacturers, dealers and  
8 individuals" -- skipping a few words -- "for fear of  
9 prosecution."

10 Those are the words in your Complaint -- "fear of  
11 prosecution" -- if it turned out that it was an assault  
12 weapon; right?

13 That's the reason you brought this suit; correct?

14 A Correct. It says --

15 MS. BARVIR: Objection. The document speaks for  
16 itself.

17 MR. LAKE: Madam Court Reporter, he answered "right."  
18 Did you get that?

19 THE COURT REPORTER: I got "correct."

20 THE WITNESS: So we wanted to ensure that our  
21 customers would not be in jeopardy of any prosecution for  
22 selling what we believed was a lawful product.

23 BY MR. LAKE:

24 Q So the answer to the previous question was  
25 "Correct"?

1                   I'm just repeating because we were talking over  
2 each other.

3                   A     I understand. Yes. We were trying to ensure  
4 that our customers would not be criminally prosecuted or  
5 in any other way prosecuted for selling this product. And  
6 unfortunately, the government was not forthcoming. So we  
7 were looking for declaratory relief.

8                   Q     Now, when we talk about fear of prosecution from  
9 dealers, manufacturers, did you, at or around the time of  
10 the filing of this Sacramento Action, did you have any  
11 conversations with dealers about this fear of prosecution  
12 due to the uncertainty of whether or not it was an assault  
13 weapon?

14                  A     Discussion with other dealers -- I don't recall a  
15 bunch of other discussions. I recall that basically we  
16 thought this was lawful, and we weren't getting  
17 responsiveness out of the governing body that's supposed  
18 to regulate the industry and so we were forced to go this  
19 route.

20                  Q     Did you talk with any dealers about the  
21 uncertainty of the prosecution relative to the Title 1  
22 around the time of this lawsuit?

23                  A     I don't know that there would be a need to  
24 because I think most dealers would be concerned on their  
25 own without evidence that it was lawful. The

1 marketability of any given product is that it's presumed  
2 that DOJ is going to do what they can to prevent the sale  
3 unless they know it's lawful.

4 Q So did any dealer tell you that in terms of  
5 processing Title 1, at that point in time, that they did  
6 not want to go out on a limb for fear of prosecution?

7 A No, sir, because the reality of that was at the  
8 time that this was filed, I was completely unaware the DES  
9 had a false trichotomy.

10 Q Well, that dovetails into my next question  
11 in this -- in the Sacramento Action, in any of the  
12 complaints -- and the First Amended Complaint was the  
13 final, most recent complaint -- there's no mention of any  
14 issue with the DES, the online system; correct?

15 A I don't believe there is.

16 Q And I think you just answered that because at  
17 that point in time, you didn't have any concern about it?

18 A I was unaware. Again, I'm not a dealer in the  
19 State of California.

20 Q And then it appears that the Sacramento action  
21 was voluntarily dismissed on October 3, 2019.

22 Does that sound about right in terms of the time  
23 when the suit was dismissed?

24 A I don't recall. What was the date again?

25 Q October 3, 2019.

1           A    I don't recall the specific date, but that would  
2 make sense because we received statements from the  
3 Department of Justice that were definitive enough for us  
4 to feel that we were on solid ground to move forward, so  
5 we did.

6           Q    So from the time that you filed the Sacramento  
7 lawsuit up until it was dismissed in October, 2019, did  
8 any dealers or anyone else express to you the concern  
9 about the Title 1 as problems in processing it in the  
10 online system, the DES?

11          A    So you're saying prior to what date?

12          Q    Well, the action was dismissed in October 2019.  
13 It was filed in 2018. Do you recall in the context of the  
14 Sacramento Action, during the time it was pending, did  
15 anybody ever express to you or mention to you concern  
16 about -- that this Title 1 couldn't be processed in the  
17 DES because it wasn't a rifle?

18          A    At that time, no. We found out about it later  
19 that month.

20          Q    Had you had any conversations with any dealers  
21 about the Title 1 at that point?

22          A    I don't recall.

23          Q    Now, you said that there were statements -- well,  
24 let me ask you this -- just procedural -- do you have a  
25 recollection that the State and the Attorney General

1       Becerra, the defendants, filed a demurrer to this First  
2       Amended Complaint?

3           A       I don't understand the question.

4           Q       You know what a demurrer is; right?

5           A       Yes.

6           Q       Okay. And do you have a recollection that this  
7       First Amended Complaint, the defendants filed a demurrer  
8       challenging it and that the Court sustained it with leave  
9       to amend?

10          A       I vaguely remember that, yes.

11          Q       And then it appears from the record -- again,  
12       this is just if you recall -- that rather than filing a  
13       Second Amended Complaint, Franklin just dismissed the  
14       action; is that right?

15          A       I can't remember if this one had an amended  
16       complaint to it a second time or not. I don't recall.

17          Q       Okay. Well, you all at Franklin Armory dismissed  
18       the Action without getting any kind of declaratory relief  
19       from the Court. Fair?

20          A       From the Court, yes, because I do recall there  
21       was a point where we received word from DOJ that was  
22       sufficient for us to believe that it was a lawful product.

23          Q       Let's talk about that word. When was that? Who  
24       was that? What was said?

25          A       Came through Counsel.

1 Q Who was that?

2 A Mr. Davis.

3 Q Oh, your attorney told you that?

4 A Yes.

5 Q That he had -- again, I just -- this is your  
6 understanding, that someone from DOJ -- one of the  
7 attorneys from DOJ communicated to your attorney what?

8 MS. BARVIR: I'm going to object because whatever  
9 Mr. Jacobson heard from his attorney would be  
10 attorney-client privilege.

11 MR. LAKE: Well, I don't think it's privileged as your  
12 understanding of --

13 BY MR. LAKE:

14 Q You had said that you received word that there  
15 was clarification that the Title 1 was or was not an  
16 assault weapon.

17 A That it was not an assault weapon.

18 Q And do you have an understanding, other than from  
19 your attorney, where that came from?

20 A No. It was through my attorney that I got that  
21 information.

22 Q Did anyone from DOJ or the Bureau ever tell you  
23 or send any kind document, or did you ever see any kind of  
24 document to the effect that the Title 1 was not an assault  
25 weapon?

1 BY MR. LAKE:

2 Q Not a document from your attorney.

3 Did you ever see a document from anyone other  
4 than your attorney that indicated in any way that the  
5 Title 1 was not considered an assault weapon?

6 MS. BARVIR: Objection. Asked and answered.

7 Go ahead if you can.

8 THE WITNESS: Quite simply, the information came  
9 through Jason. I can't recall if it was an E-mail that he  
10 received or conversation that he was relaying to me.

11 BY MR. LAKE:

12 Q I'm really just kind of trying to get to whether  
13 that was -- you had an understanding. Was that a  
14 communication from an attorney for the State, for the DOJ,  
15 or was it a communication from the other party that wasn't  
16 an attorney?

17 A I believe it was from Counsel for the State.

18 Q And the understanding that you had -- was that  
19 someone from DOJ that said it's not an assault weapon?

20 A Right. That's why we proceeded -- not --  
21 proceeded to -- well, that's why we didn't proceed with  
22 the case and we moved forward with, as you could see in  
23 the timeline, two weeks later, less than two weeks later,  
24 doing a press release about Title 1.

25 Q And then if you could, go to Exhibit 1 to the

1 Sacramento Action First Amended Complaint. It would be --  
2 it's not paginated.

3 A You got a page number, sir?

4 Q It's not paginated. It would be past -- past the  
5 signature line. It's Exhibit 1. So if you go to -- go  
6 down to page 22, and then scroll down to the cover page.

7 A This is where the "X026" is?

8 Q Yeah. So it appears to be an E-mail to Leslie  
9 McGovern from you, dated July 5, 2017. Do you see that?

10 A Uh-huh.

11 Q Do you recall sending this E-mail?

12 A Yes.

13 Q Okay. Who's Leslie McGovern?

14 A She works with the State of California, Bureau of  
15 Firearms, Department of Justice, and she deals with  
16 pistols that go on the roster. And if I remember  
17 correctly, it was Blake Graham that suggested that I write  
18 her the E-mail.

19 Q We talked this morning about higher-level Bureau  
20 officials.

21 Would she be considered one of those higher-level  
22 Bureau officials?

23 A Ms. McGovern?

24 Q Yes.

25 A I'm not an expert to their chain of command, but

1 I believe she was kind of more like a bi-level person that  
2 just kind of got all the facts together and took them  
3 upstream, but I could be could be totally wrong.

4 Q Okay. And just briefly -- and you may have  
5 already mentioned this, but just it appears throughout  
6 many of the documents. When you say -- you're talking  
7 about the Title 1, and you discuss -- this is the  
8 paragraph at the bottom of that first page -- it says "If  
9 the firearm is not intended to be fired from the shoulder  
10 since it is equipped with a padded buffer too for cheek  
11 welding."

12 So just to talk about the Title 1 design -- it  
13 had a padded buffer too instead of a stock; right?

14 A Yes, sir.

15 Q And what does the term "cheek welding" mean?

16 A Meaning that the padded buffer too would be  
17 placed underneath the cheekbone in a firing position.

18 Q So you're suggesting in this E-mail to  
19 Ms. McGovern that because it has a padded buffer to it  
20 instead of a stock, it's not intended to be fired from the  
21 shoulder and thus is not a rifle?

22 A Correct.

23 Q But it's still long?

24 A With a 16-inch barrel, yes.

25 Q Now, if I could just shift gears back to when you

1       were talking about why you appeared to be suing former  
2       Attorney General Becerra in this action. And you  
3       basically said it's because he's the guy in charge. And  
4       so --

5           A       Could he not provide declaratory relief? As the  
6       Attorney General, could he write a memo and solve that  
7       immediately?

8           Q       Yeah. I get what you're saying. I'm just kind  
9       of trying to focus on the allegations in the complaint.  
10       So in this Action, when you talk about he's the guy in  
11       charge, basically -- so the allegation in the Second  
12       Amended Complaint, at paragraphs 8 and 13 through 16 is  
13       basically as attorney -- you say -- I'm paraphrasing a  
14       bit -- as Attorney General he's the chief law enforcement  
15       officer of California who's charged with the duty to see  
16       that the laws of California are uniformly and adequately  
17       enforced under Article 5, Section 13 of the California  
18       Constitution.

19                   Is that consistent with your understanding of the  
20       allegations in this action against --

21           A       Can you give me a page number?

22           Q       You've got the Second Amended Complaint pulled  
23       up? I'm talking about this case now.

24           A       Oh. Is that in the list of E-mails -- or the  
25       PDFs that were sent this morning?

1 Q No. It's in the Complaint -- just as you sit  
2 here, without looking at it, when you say, because he's  
3 the guy in charge, and these are the allegations  
4 referenced to him -- do you have an understanding of what  
5 the allegations set forth in the Second Amended Complaint  
6 in Action addressed to him?

7 That's what that means -- he's the guy in charge.  
8 He's responsible for this?

9 MS. BARVIR: Objection. The writing speaks for  
10 itself.

11 MR. LAKE: Yeah.

12 BY MR. LAKE:

13 Q If you have an understanding.

14 MS. BARVIR: Objection. The writing speaks for  
15 itself. He doesn't have it in front of him.

16 BY MR. LAKE:

17 Q You can answer it if you can.

18 A Well, the thing that does come to mind is what  
19 the judge said, where he said that Attorney General  
20 Becerra acted wrongfully. So I guess that probably wasn't  
21 too far from the truth.

22 Q I'm not familiar with that statement --

23 A Isn't that in the demurrer response, that he  
24 acted wrongfully?

25 Q I don't know what you're talking about, but

1                   Once the legislature passes a law, I have respect  
2 for the rule of law. So I'm not going to suggest that  
3 while the law itself may be unconstitutional and may  
4 eventually be stricken down -- and of course, Judge  
5 Bonitas has written a bit about that in rulings recently  
6 -- but I believe that if the State Legislature passes a  
7 law, then that's a different scenario than the government  
8 working to prohibit lawful products from being sold.

9                   Q        Okay. I think we're done with the Sacramento  
10 Complaint. You can close that up.

11                   And then I'm going to -- Madam Court Reporter and  
12 Mr. Jacobson and I guess everybody, I'm going to pull up  
13 under the group of documents -- the first one, it says  
14 "Produced 9-27-23, 4436." It's one page.

15                   Madam Court Reporter, if you can mark that as  
16 Exhibit A.

17                   (Defendant's Exhibit A was marked for  
18 identification and is attached hereto.)

19                   MR. LAKE: If I can describe that for the record, it  
20 is what appears to be a sales order, dated  
21 June 1, 2020, on what appears to be a Franklin Armory  
22 form. It was produced to us by Counsel for Plaintiff on  
23 September 27, 2023, applying the Bates system you all have  
24 used. It's document DEF-FA<sup>u</sup>, underscore, 4436.

25                   And then if you can pull open, Madam Court

1 Reporter, we're going to mark as Exhibit B that document  
2 identified as produced 10-9-23, 26909," and that's, again,  
3 a one-page document. That's Exhibit B. The "26909"  
4 refers to the Bates stamp number that. Again, this was  
5 produced to us, but it was produced October 9, 2023. It  
6 is, again, what appears to be a Franklin Armory document.  
7 This is an invoice.

8 (Defendant's Exhibit B was marked for  
9 identification and is attached hereto.)

10 BY MR. LAKE:

11 Q And Mr. Jacobson, do you have those pulled up  
12 there?

13 A So I have the sales order -- the sales order  
14 you're referring to. It's 45424. And then not sure on  
15 the document -- was that 10-9-23, you said?

16 Q It was produced -- yeah. It's the one that says  
17 "Produced 10-9-23," and then the number right after that  
18 is "26909."

19 A Okay. I have it up.

20 Q That's a one-page document that's, as I  
21 described, that's now Exhibit B, and that's a Franklin  
22 Armory invoice order No. 3679, just so there's no  
23 confusion. I'm not trying to correspond these two to each  
24 other. Hopefully this will guide us to a discussion of  
25 the deposits that were made.

1                   So if you could, so at some point Franklin  
2 Armory, including yourself, put it out online,  
3 communicated -- whether through various means -- that  
4 Franklin Armory was taking five dollar deposits for the  
5 Title 1 firearm; correct?

6                   A     Yes, sir.

7                   Q     Okay. And this was to be done online only;  
8 right?

9                   A     Yes, sir. Well, no. We had distributors and  
10 dealers that might send an E-mail in or a call in and  
11 order.

12                  Q     Okay. And so the deposits were to be five  
13 dollars; right?

14                  A     Yes, sir.

15                  Q     And the five-dollar deposit was refundable;  
16 right?

17                  A     And is to this day.

18                  Q     So the answer is "Yes"?

19                  A     Yes.

20                  Q     Just to clarify, because you know, again, lawyers  
21 have to be more formal -- you could say "Yes, and it is to  
22 this day," but I got to get the "Yes" on the record.

23                  A     I understand.

24                  Q     So when you say so "It's refundable any time,  
25 even to this day," that means whoever put a deposit down,

1       they actually had no obligation to purchase the firearm;  
2       correct?

3           A       The intent of placing the order was to  
4       demonstrate the desire to purchase the firearm, even  
5       though the government was standing in the way.

6           Q       Okay. But by placing a deposit, they actually  
7       had no legal obligation to complete the purchase; correct?

8           MS. BARVIR: Objection. Calls for a legal conclusion.  
9       Also, confusing and unclear as to "legal obligation."

10      BY MR. LAKE:

11      Q       Go ahead.

12      A       Well, I'd prefer not to speculate on what those  
13       consumers wish to do, except for I assume that they would  
14       plan to go through with the purchase.

15      Q       But they aren't required to complete the purchase  
16       though; correct?

17      A       There's no law governing that, correct.

18      Q       And so in terms of so in person -- let's just  
19       talk about the online folks. They would go in and they  
20       would find it online -- I just kind of want to go through  
21       the process and the paperwork that they would go through.

22               So basically the person would get online -- and I  
23       guess there's a typical online thing, where they indicate  
24       that they want to place a deposit?

25               Would they have to put it in -- how would the

1 process go?

2 A Well, the way it would normally work is a  
3 consumer would place an order online. We would ship it to  
4 this dealer in California and they would transfer it to  
5 the consumer. But your client kind of screwed all that  
6 up. So we were left dealing with a solution that would  
7 demonstrate that there was market demand, that this  
8 consumer wanted this firearm because there are -- we had  
9 to do that at that time. Otherwise, there would be no way  
10 of proving it after the fact it became a regulated  
11 product.

12 Q Okay. So someone would go online, they would  
13 click "I want to place a deposit," and then they would  
14 check out like to purchase? Or was this --

15 A Correct.

16 Q And then the information they would have to  
17 input, I'm assuming their name and address and contact  
18 information?

19 A Yes.

20 Q And then they'd have to put in some kind of  
21 credit card information to pay the five dollars?

22 A Yes, sir.

23 Q And that's it; right?

24 A At this point, yes.

25 Q Well, at the point of any person placing a

1 deposit.

2 A Yes, with the intent of fulfilling the obligation  
3 of paying the rest of it when we were able to transfer the  
4 firearm.

5 Q So when they go to check out, they put in their  
6 name, address, phone number, I'm assuming E-mail, and then  
7 they put in their credit card information and then they  
8 submit. That's it?

9 A Yes.

10 Q So there's not some point where there's some kind  
11 of material that they have to read through and agree to?

12 There was no kind of terms or conditions or  
13 anything like that before submitting the deposit; correct?

14 A All of that was posted on the website.

15 Q Under the general terms and conditions?

16 A There were general terms and conditions for use  
17 of the site but as well as specific comments that were  
18 posted on that page where they placed the order.

19 Q What were those comments? Just by the way, we  
20 weren't -- we had asked for any kind of documents relating  
21 to that. We were provided those. What were the comments  
22 on the page? Do you recall?

23 A I don't have that handy at the moment because  
24 websites have a way of changing over time, but the -- the  
25 gist to my recollection was that they were purchasing a

1 deposit to demonstrate their desire to purchase the  
2 firearm. And I believe after August 6th of 2020 --  
3 because it was no longer lawful to sell -- strike that.

4 After August 6th, we were no longer selling that  
5 in California. And so over time, I believe our website on  
6 that page changed and I didn't have the prior information.

7 Q But there was no language saying that they had to  
8 agree to any kind of terms or anything like that; right?

9 A It expressed the intent of why they were leaving  
10 a deposit, which was to follow through on the acquisition  
11 of the firearm just as soon as the regulatory process or  
12 the website was updated.

13 Q And so now, if you could, just go to Exhibits A  
14 and B, if you could. So one is a sales order and  
15 Exhibit B is an invoice. Could you -- what was the  
16 relationship between the sales order and the invoices --  
17 does the invoice go back to Franklin and the sales order  
18 goes to -- gets sent to the depositor or something else?

19 A So this document on -- we're showing the  
20 invoice -- what we're looking at with that is a consumer  
21 goes to the website and the website generates an invoice,  
22 and I believe that's the website-generated invoice there.  
23 There's multiple layers. You have the website and then  
24 you got the gateway payment processor and I believe this  
25 is from the website.

1                   And then when we receive that into our system,  
2 we're not delivering anything. And this is just a deposit  
3 for the firearm that they intended to purchase. So this  
4 is a sales order and it's open to this day, actually, in  
5 our system, because it hasn't been fulfilled yet.

6                   Q        Okay. So the sales order, Exhibit A, is  
7 something that goes into the Franklin system to indicate  
8 that the deposit was made, and then the invoice, which is  
9 Exhibit B -- this type of document is something that would  
10 go to the person who put the deposit in; is that right?

11                  A        So the invoice -- let me just speak to that. If  
12 somebody is buying something online, the website just  
13 assumes that this is -- that they're going to be invoiced  
14 for that product and basically they were invoiced for that  
15 deposit.

16                  But in our system, we still have this as an open  
17 sales order on our internal accounting software because we  
18 still need to fulfill that. The website assumes it's  
19 going to fulfill that or that it already has fulfilled  
20 that by charging for -- as far as they know, they think  
21 it's complete.

22                  Q        So is it fair to say that you were using the  
23 regular online sales system for the deposits, which is not  
24 part of the regular sales process?

25                  A        That is correct. It is not a typical thing that

1 we do. They're -- yeah. I mean, there were some people  
2 that purchased a full firearm and gave the full amount. I  
3 believe we refunded a lot of those folks. A lot of them  
4 wanted to have it turned down to the deposit level and  
5 have that sort of thing.

6 Q So is it fair to say that for each deposit put  
7 down, there would be a sales order and an invoice on this  
8 type of form generated for each deposit? Is that fair?

9 A Yeah. Under two different systems, yes.

10 Q And then going through the deposit process, there  
11 does not appear to be any sales price of the full purchase  
12 of the firearm indicated; is that right?

13 A Correct.

14 Q So when whoever was going through the online  
15 deposit, it would not pop up on the screen, while they're  
16 putting down the deposit, how much the firearm was gonna  
17 cost, if they actually purchased it. Fair?

18 A That would have been on the website, sir.

19 Q That wasn't my question. My question was as  
20 someone is putting down a deposit and they're going  
21 through the deposit process, it did not appear on the  
22 screen while they're going through and completing the  
23 deposit as to how much the firearm was going to cost them;  
24 correct?

25 A I would say no, sir, because when they went to

1 our website, it said this is what we're trying to sell;  
2 this is how much it is. And in the meantime, here's a  
3 deposit. And if we could sell you this whole thing right  
4 now, we would, but because we can't because of the  
5 government blocking it, we went ahead and created a  
6 deposit scenario.

7 When they click on the deposit, certainly, it  
8 would say, in this case \$5.47. The system from the  
9 website is not smart enough to know that the whole thing  
10 is costing more than that to purchase the complete firearm  
11 and just has the sales or the five dollars, plus tax as a  
12 deposit.

13 Q When they go to complete the transaction for the  
14 deposit, there's no indication on that documentation of  
15 the purchase price of the firearm; correct?

16 A I don't know what they were looking at when they  
17 placed that order, so I can't confirm. But I assume it  
18 looked somewhat similar to what we have in this invoice  
19 document from the website.

20 Q And that's referring to Exhibit A or B or both?

21 A What's the number on it? 26909?

22 Q Yeah. That's B.

23 A So Exhibit A, that is the internal document when  
24 we processed it into our system.

25 Q Okay. So either one of those documents, it's

1 generated, whether it's A, that's generated in your  
2 system, or it's B, that gets sent to the depositor. It  
3 would not indicate the purchase price of the firearm;  
4 correct?

5 A Some of them did because they purchased the whole  
6 thing up front. But if they put a deposit, it didn't have  
7 the deposit price on this documentation. But they knew it  
8 because it was on the website when they placed the order.

9 Q Well, you're assuming that they knew it.

10 A If they looked it up.

11 Q But as far as any documentation of the  
12 transaction, it just shows five dollars for the deposit;  
13 right?

14 A For the deposit, yes, but most people know what  
15 they're depositing on when they make a deposit.

16 Q Okay. And so --

17 A And you know, to add to that, all of our press  
18 releases at the time had the amount for the firearm there  
19 as well. I think it was 944.99, if I remember, off the  
20 top of my head.

21 Q Bear with me a second. So if you could pull  
22 up -- so in the grouping that I sent to you all -- I'm not  
23 going to mark this as an exhibit. This is the -- I'm  
24 referring to -- it's at produced 9-20-2023, 606- -- so  
25 it's a 16-page document.

## PROOF OF SERVICE

Case Name: *Franklin Armory, Inc., et al. v. California Department of Justice, et al.*  
Court of Appeal Case No. B340913  
Superior Court Case No. 20STCP01747

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

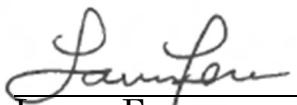
On May 21, 2025, I served a copy of the foregoing document described as: **APPELLANTS' APPENDIX, VOLUME XVI OF XX, Pages 1637-1713**, on the following parties, as follows:

Kenneth G. Lake  
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Andrew F. Adams  
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Office of the Attorney General  
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*Attorneys for Respondent*

These parties were served as follows: I served a true and correct copy by electronic transmission through TrueFiling. Said transmission was reported and completed without error.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 21, 2025, at Long Beach, California.



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Laura Fera  
Declarant