

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MAYOR & CITY COUNCIL OF BALTIMORE

Plaintiff,

v.

POLYMER80, INC., *et al.*

Defendants.

Case No. 24-C-22-002482

NOTICE OF JOINT STIPULATION OF DISMISSAL

Plaintiff, the Mayor and City Council of Baltimore (the “City”), and Defendant, Polymer80, Inc. (collectively, the “parties”), by their respective attorneys, hereby give notice that they have stipulated and agreed that the Claims filed by the City against Defendant Polymer80, Inc., are hereby dismissed upon stipulated terms pursuant to Maryland Rule 2-506(b). The parties have executed two separate Stipulations governing separate Claims that the City has asserted against Defendant Polymer80, Inc. Those Stipulations are attached hereto as Exhibits 1 and 2 to this Notice. There are no pending counterclaims or third-party claims in this case, and the City’s Claims against Defendant Hanover Armory, LLC are unaffected by this Notice.

Respectfully submitted,

/s/ Tom P. Webb

Tom P. Webb

Ebony Thompson, City Solicitor
Sara Gross, Chief of Affirmative Litig. Div.
Tom P. Webb, Chief Solicitor
BALTIMORE CITY DEPT. OF LAW
100 North Holliday Street
Baltimore, Maryland 21202

/s/ James W. Porter

James W. Porter

John Sweeney
James W. Porter III
Bradley
1615 L Street NW, Suite 1350
Washington, D.C. 20036
JSweeney@bradley.com
jporter@bradley.com

Paul-Winston Cange, MD Bar No. 2401261002
SANFORD HEISLER SHARP, LLP
111 S. Calvert St., Ste. 1950
Baltimore, MD 21202
Phone: (410) 834-7421
pwcange@sanfordheisler.com

James Hannaway, admitted *pro hac vice*
SANFORD HEISLER SHARP, LLP
700 Pennsylvania Avenue SE, Ste. 300
Washington, D.C. 20003
Phone: (202) 499-5200
jhannaway@sanfordheisler.com

Albert Powell, admitted *pro hac vice*
SANFORD HEISLER SHARP, LLP
17 State Street, Suite 3700
New York, NY 10004
Phone: (646) 402-5648
apowell@sanfordheisler.com

Brent Hannafan, admitted *pro hac vice*
SANFORD HEISLER SHARP, LLP
611 Commerce Street, Suite 3100
Nashville, TN 37203
Phone: (615) 434-7016
bhannafan@sanfordheisler.com

Philip Bangle, admitted *pro hac vice*
Jenna Tersteegen, admitted *pro hac vice*
Shira Feldman, admitted *pro hac vice*
BRADY
840 First Street NE
Suite 400
Washington, D.C. 20002

*Attorneys for Plaintiff Mayor & City Council of
Baltimore*

W. Chadwick Lamar, Jr.
Bradley
One Federal Place
1819 5th Avenue N
Birmingham, AL 35203
Phone: 205-521-8533
clamar@bradley.com

Attorneys for Defendant Polymer80, Inc

EXHIBIT 1

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MAYOR & CITY COUNCIL OF BALTIMORE

Plaintiff,

v.

POLYMER80, INC., *et al.*

Defendants.

Case No. 24-C-22-002482

STIPULATION OF SETTLEMENT AND DISMISSAL OF PUBLIC NUISANCE AND NEGLIGENCE CLAIMS AGAINST DEFENDANT POLYMER80, INC UNDER MD RULE 2-506(b)

This Stipulation of Settlement and Dismissal (“Stipulation”) is made and entered into by and between Plaintiff, the Mayor and City Council of Baltimore (the “City”) and Defendant Polymer80, Inc. (each a “party” and collectively “the parties”). This Stipulation does not address and has no effect on the City’s claims against Defendant Hanover Armory, LLC, which is not a party to this Stipulation.

WHEREAS the City filed a Complaint against Polymer80, alleging claims of Public Nuisance, Negligence, and violations of the Maryland Consumer Protection Act, and that the resulting action is entitled *Mayor and City Council of Baltimore v. Polymer80, Inc., et al.*, Case No. 24-C-22-002482, in the Circuit Court for Baltimore City, Maryland;

WHEREAS, to efficiently resolve this action, preserve judicial resources, and promote public health and safety in the City of Baltimore, the parties desire to settle the City’s Public Nuisance and Negligence claims under the terms set forth below;

WHEREAS the parties have separately agreed to voluntarily dismiss the City’s claims against Polymer80 other than Public Nuisance and Negligence pursuant to Maryland Rule 2-506(b);

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. DEFINITIONS

1. The following definitions apply for the purposes of this Stipulation:

- a. “Case” shall mean *Mayor and City Council of Baltimore v. Polymer80, Inc., et al.*, Case No. 24C22002482, in the Circuit Court for Baltimore City.

- b. "Court" shall mean the Circuit Court for the City of Baltimore.
- c. "Claims" shall mean the City's claims for Public Nuisance and Negligence asserted in this Case. Claims do not include the City's Maryland Consumer Protection Act claims or any claims (except for Public Nuisance or Negligence) that were or could have been alleged against Polymer80 arising out of, related to, or in connection with this Case.
- d. "Date of Execution" shall mean the date this Stipulation has been signed by both parties' representatives.
- e. "Polymer80" shall mean Polymer80, Inc., including its agents, successors, and assigns.
- f. "Unserialized Frame or Receiver" shall mean any forged, cast, printed, extruded, or machined body or similar article that (1) may be machined by the end user into the frame or receiver of a privately made firearm and (2) does not feature an inscribed unique identifying number.
- g. "Unserialized Frame and Receiver Kits" shall mean any items manufactured or sold by Polymer80 which contain an Unserialized Frame or Receiver.

II. SETTLEMENT PAYMENTS

1. In full settlement of the City's Claims, Polymer80 shall make payments to the City totaling \$1.2 million in four separate payments (the "Payments"):
 - a. Polymer80 shall pay its first installment of \$300,000 within one year of the Date of Execution.
 - b. Polymer80 shall pay its second installment of \$300,000 within two years of the Date of Execution.

- c. Polymer80 shall pay its third installment of \$300,000 within three years of the Date of Execution.
 - d. Polymer80 shall pay its fourth installment of \$300,000 within four years of the Date of Execution.
- 2. The Payments shall be paid by check to the “Director of Finance, City of Baltimore.” All Payments and written correspondence related to the Payments shall be directed to the Baltimore City Department of Law, Attn: Tom P. Webb, 100 North Holliday Street, Baltimore, Maryland 21202.
- 3. The amount and timing of the Payments is based on Polymer80’s representation that it is unable to pay any larger amount, and that it is unlikely to be able to pay any substantial sum within one year of the Date of Execution. If the City obtains information suggesting that Polymer80’s financial condition is materially different than what it has represented through its financial statements, the City retains the right to petition the Court to reopen this Case and pursue full damages for its Claims. *See Ex. A.*

III. RELEASE

- 4. Upon the Date of Execution, the City shall release, remise, and discharge Polymer80 from its Claims against Polymer80 arising prior to the Date of Execution.
- 5. This Stipulation shall become binding and final 91 days after Polymer80 completes the Payments described in Paragraph 1. If Polymer80 does not complete the Payments in the time proscribed by Paragraph 1, the City retains its right to pursue its Claims for the full amount of relief it would have pursued in the absence of this Stipulation. In the event of such a breach of Paragraph 1, the parties agree that the statute of limitations for the Claims

shall be deemed to be tolled starting on the Date of Execution until the date upon which Polymer80 breaches Paragraph 1.

6. Nothing in this Stipulation constitutes a waiver of: (1) the right to enforce this Stipulation in the Circuit Court for the City of Baltimore; or (2) any rights or claims that a party may have that may accrue or arise after the party signs this Stipulation.
7. For the avoidance of doubt, nothing in this Stipulation shall be construed to relieve Polymer80 from compliance with federal, state, or local laws related to the regulation of firearms. In the event that Polymer80's actions after the Date of Execution violate federal, state, or local laws or give rise to future claims, the City retains its right to pursue future relief.

IV. JURISDICTION

8. This Stipulation shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Maryland, and the rights and obligations of the parties to this Stipulation shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Maryland, without giving effect to its choice-of-law principles.
9. The parties agree that the Court has jurisdiction over this Case and that, if either party violates this Stipulation, the Circuit Court for the City of Baltimore shall have jurisdiction to decide any disputes, claims, or controversies between the parties related to the validity, interpretation, breach, or enforcement of this Stipulation.

V. MISCELLANEOUS

10. Nothing in this Stipulation affects the City's claims against Defendant Hanover Armory, LLC, which remains a party in this Case. Polymer80 agrees to cooperate with the City in

good faith with continuing litigation against Hanover Armory, LLC, including but not limited to, producing requested documents and appearing for third-party depositions.

11. This Stipulation constitutes the complete understanding between the parties with respect to resolution of the City's Claims and supersedes any and all agreements, understandings, and discussions, whether written or oral, between the parties in relation to the City's Claims.
12. The parties hereby waive all rights to appeal the entry of this Stipulation, except that the parties retain their right to appeal future Court orders related to the enforcement of this Stipulation.
13. If any provision of this Stipulation shall be declared or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining parts, terms, or provisions shall not be affected and shall continue in full force and effect to the extent permitted by law, and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be part of the Stipulation.
14. This Stipulation may not be terminated, changed, altered, or modified except with the written agreement of the parties.
15. Consistent with Maryland Rule 2-506(e), each party shall bear its respective attorneys' fees and costs related to the above-captioned case.
16. Each signatory hereto represents and warrants that he or she is fully authorized to enter into this Stipulation and to bind the party for whom he or she is signing to the terms and conditions of this Stipulation.
17. This Stipulation may be executed in counterparts, and together the counterparts shall constitute one agreement.


Respectfully submitted,

Dated: February 16, 2024



Ebony Thompson
City Solicitor
Baltimore City Department of Law
Authorized Agent for Plaintiff,
The Mayor & City Council of Baltimore

Dated: February 16, 2024



Authorized Agent for Defendant, Polymer80,
Inc.

EXHIBIT A

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MAYOR & CITY COUNCIL OF BALTIMORE

Plaintiff,

v.

POLYMER80, INC., *et al.*

Defendants.

Case No. 24-C-22-002482

FINANCIAL AFFIDAVIT OF DEFENDANT POLYMER80, INC.

1. My name is Loran Kelley. I am the CEO of Polymer80, Inc.
2. I submit this affidavit on behalf of Defendant Polymer80, Inc. (“Polymer80”) in connection with the Stipulation of Settlement and Dismissal in the civil Action *Mayor & City Council of Baltimore v. Polymer80, Inc., et al.*, Baltimore Circuit Court Case No. 24-C-22-002482 (“Action”).
3. During negotiations to settle the Action, Polymer80, through its counsel in this action, provided the following documents relating to Polymer80’s financial condition to the Mayor & City Council of Baltimore (the “City”):
 - a. Polymer80, Inc. Income Statement for the period January 1, 2018 through December 31, 2018
 - b. Polymer80, Inc. Income Statement for the period January 1, 2019 through December 31, 2019
 - c. Polymer80, Inc. Income Statement for the period January 1, 2020 through December 31, 2020
 - d. Polymer80, Inc. Income Statement for the period January 1, 2021 through December 31, 2021

- e. Polymer80, Inc. Income Statement for the period January 1, 2022 through December 31, 2022
- f. Polymer80, Inc. Income Statement for the period January 1, 2023 through December 31, 2023
- g. Polymer80, Inc. A/R Aging Summary as of January 1, 2023
- h. Polymer80, Inc. A/R Aging Summary as of January 11, 2024
- i. Stockman Bank Statement for account ending in 6436 for the period November 1, 2023 through November 30, 2023
- j. Stockman Bank Statement for account ending in 6436 for the period December 1, 2023 through December 29, 2023
- k. Stockman Bank Statement for account ending in 3831 for the period November 1, 2023 through November 30, 2023
- l. Stockman Bank Statement for account ending in 3831 for the period December 1, 2023 through December 29, 2023
- m. Central Bank Statement for account ending in 8592 for the period December 1, 2023 through December 31, 2023
- n. Greater Nevada Credit Union Statement for account ending in 9459 for the period of December 1, 2023 through December 31, 2023
- o. Greater Nevada Credit Union Statement for account ending in 9441 for the period of December 1, 2023 through December 31, 2023

4. I declare under penalty of perjury under the laws of the state of Maryland and the United States of America that the documents listed above provided a complete and accurate picture of Polymer80's income, assets, liabilities, and net worth as of February 16, 2024 and that

Polymer80 has no income, assets, or liabilities that have not been disclosed to the City.

5. I understand that the City has relied on this information in negotiating a settlement of the Action, and that pursuant to the terms of the proposed Stipulation of Settlement and Dismissal, the City may petition the Court to reassess penalties against Polymer80 should the City obtain information demonstrating that Polymer80's financial condition is materially different than what is represented through the documents set forth above.

Defendant Polymer80, Inc.

DATED: February 16, 2024



EXHIBIT 2

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

MAYOR & CITY COUNCIL OF BALTIMORE

Plaintiff,

v.

POLYMER80, INC., *et al.*

Defendants.

Case No. 24-C-22-002482

**STIPULATION OF SETTLEMENT AND DISMISSAL OF OTHER CLAIMS AGAINST
DEFENDANT POLYMER80, INC UNDER MD RULE 2-506(b)**

This Stipulation of Settlement and Dismissal (“Stipulation”) is made and entered into by and between Plaintiff, the Mayor and City Council of Baltimore (the “City”) and Defendant Polymer80, Inc. (each a “party” and collectively “the parties”). This Stipulation does not address and has no effect on the City’s claims against Defendant Hanover Armory, LLC, which is not a party to this Stipulation.

WHEREAS the City filed a Complaint against Polymer80, alleging claims of Public Nuisance, Negligence, and violations of the Maryland Consumer Protection Act, and that the resulting action is entitled *Mayor and City Council of Baltimore v. Polymer80, Inc., et al.*, Case No. 24-C-22-002482, in the Circuit Court for Baltimore City, Maryland;

WHEREAS the parties have separately agreed to voluntarily dismiss the City’s Public Nuisance and Negligence claims pursuant to Maryland Rule 2-506(b);

WHEREAS, to efficiently resolve this action, preserve judicial resources, and terminate the ongoing dispute, the parties desire to settle the City’s remaining claims under the terms set forth below;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. DEFINITIONS

1. The following definitions apply for the purposes of this Stipulation:

a. “Court” shall mean the Circuit Court for the City of Baltimore.

- b. "Claims" shall mean any claims that were or could have been alleged against Polymer80 arising out of, related to, or in connection with the above-captioned case. Claims do not include claims for Public Nuisance and Negligence.
- c. "Effective Date" shall mean the date of the entry of this Stipulation.
- d. "Polymer80" shall mean Polymer80, Inc., including its agents, successors, and assigns.
- e. "Customer" shall mean any individual who has purchased or otherwise acquired a product manufactured by Polymer80.
- f. "Customer Service" shall mean any assistance, advice, instruction provided by Polymer80 employees or representatives.
- g. "Dealer" shall mean any individual or entity which serves as a wholesale purchaser, purchaser for resale, or distributor of Polymer80 Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits.
- h. "Unserialized Frame or Receiver" shall mean any forged, cast, printed, extruded, or machined body or similar article that (1) may be machined by the end user into the frame or receiver of a privately made firearm and (2) does not feature an inscribed unique identifying number..
- i. "Unserialized Frame and Receiver Kits" shall mean any items manufactured or sold by Polymer80 which contain an Unserialized Frame or Receiver.

II. INJUNCTIVE RELIEF

1. As of the Effective Date, Polymer80 is hereby subject to a permanent injunction pursuant to the terms described below. The parties agree that this Stipulation is necessary to protect the public health and safety of citizens in the City of Baltimore.

A. Ban on Sales of Unserialized Frame and Receiver Kits

2. Polymer80 shall be prohibited from:
 - a. Selling, distributing, shipping, delivering, transferring, or otherwise engaging in the distribution of Unserialized Frame and Receiver Kits in the State of Maryland;
 - b. Entering into any agreement with any Dealer that does not expressly prohibit the Dealer from selling, distributing, shipping, delivering, transferring or otherwise engaging in the distribution of Unserialized Frame and Receiver Kits in the State of Maryland; or
 - c. Otherwise failing to take reasonable measures, as identified in Paragraph 3, to prevent the sale, distribution, shipment, delivery, or transfer of Unserialized Frame and Receiver Kits in the State of Maryland.
3. Defendants shall take reasonable measures to prevent the sale distribution, shipment, and delivery of Unserialized Frame and Receiver kits in the State of Maryland, including:
 - a. Executing an Addendum to each of its current agreements with Dealers that prohibits the Dealer from selling, distributing, shipping, delivering, or otherwise engaging in the distribution of Unserialized Frame and Receiver Kits in the State of Maryland. Each Addendum shall state that it is unlawful to sell, offer to sell, or transfer Unserialized Frame and Receiver Kits in the State of Maryland;
 - b. Executing an additional Addendum for Dealers who are physically located within Pennsylvania, Delaware, Virginia, and West Virginia, in which the Dealer agrees to ask for a valid, government-issued, photo identification for all customers at the point of sale of Unserialized Frame and Receiver Kits. The Addendum shall require

the Dealer to refuse sale or transfer of Unserialized Frame and Receiver Kits to any individual whose photo identification indicates that they reside in Maryland; and

- c. Including, in future agreements with Dealers, either as an Addendum or a term of the agreement, a prohibition on the sale, distribution, shipment, or delivery of Unserialized Frame and Receiver Kits in the State of Maryland. Each agreement shall state that it is unlawful to sell, offer to sell, or transfer Unserialized Frame and Receiver Kits in the State of Maryland.
4. Polymer80 shall provide a copy of each relevant Addendum to all of its current Dealers within 14 days of the Effective Date. If any current Dealer has not returned an executed copy of an Addendum within 90 days of the Effective Date, Polymer80 shall cease the sale, distribution, shipment, or delivery of Unserialized Frame and Receiver Kits to the Dealer until the Dealer provides an executed copy of the Addendum.

B. Ban on Promotion

5. Polymer80 shall not engage in the promotion of its products in the State of Maryland by:
 - a. Utilizing Polymer80 employees to promote Polymer80 Frame and Receiver Kits at events in Maryland in which firearms are sold, promoted, or advertised;
 - b. Promoting Polymer80's website or social media accounts (including, but not limited to, Polymer80's Facebook and Instagram accounts) through paid advertising on online advertising platforms specifically targeting or expressly mentioning Maryland; or
 - c. Engaging in Internet search engine optimization or other techniques to specifically promote Polymer80 generally or Unserialized Frame and Receiver Kits specifically in the State of Maryland.

6. Notwithstanding the foregoing Paragraph 5, Polymer80 may maintain corporate websites and social media accounts which are accessible to users in the State of Maryland.

C. Ban on Customer Service

7. Polymer80 employees and other agents shall not provide any Customer Service related to Unserialized Frame and Receiver Kits if Polymer80 has reason to believe that the Customer is located in the State of Maryland. Polymer80 shall have reason to believe that a Customer is located in the State of Maryland if:
 - a. The Customer has provided Polymer80 a Maryland shipping or billing address;
 - b. The Customer has called Polymer80 from an area code beginning with 301, 240, 410, 443, or 667; or
 - c. The Customer has provided other information from which it is reasonably apparent that the Customer is located in the State of Maryland.
8. Notwithstanding the foregoing Paragraph 7, Polymer80 will not violate this Stipulation if a Polymer80 employee or other agent provides Customer Service to a Customer located in the State of Maryland without having reason to believe that the Customer is located in the State of Maryland. Polymer80 is not required to research or consult information outside of company records or the Customer Service communications to ascertain the location of the person seeking or inquiring about Customer Service.
9. Polymer80 shall state on the Customer Support section of its website (or any current or future section of its website dedicated to Customer Service) that it cannot provide Customer Service related to Unserialized Frame and Receiver Kits to individuals located in the State of Maryland.

D. Right to Obtain Records

10. After the Effective Date, the City shall have the right to obtain Polymer80 records as follows:

- a. Polymer80 shall provide, on a quarterly basis, a report containing a list of all sales of Unserialized Frame and Receiver Kits (“Report”) to individuals and Dealers in Maryland, Pennsylvania, Delaware, Virginia, or West Virginia. Reports will be due on April 30, July 31, October 31, and January 31 of each calendar year, and shall include the state provided for each Dealer and shall include the state provided for each Customer’s billing and shipping addresses. If a Report indicates a potential violation of this Stipulation, Polymer80 shall respond to reasonable requests to provide additional information concerning the Dealer or Customer, including but not limited to the Dealer or Customer’s identity, address, and the products the Dealer or Customer received or requested.
- b. If the City has reason to believe that a Dealer located in Pennsylvania, Delaware, Virginia, or West Virginia has sold or transferred Unserialized Frame and Receiver Kits to individuals who reside in the State of Maryland, Polymer80 shall provide information concerning the Dealer in response to reasonable requests from the City.
- c. If the City has reason to believe that a Dealer has sold, offered to sell, or transferred Unserialized Frame and Receiver Kits within the State of Maryland, Polymer80 shall provide information concerning the Dealer in response to reasonable requests from the City.

11. The City’s right to obtain Polymer80 records pursuant to Section II.D shall expire within four years of the Effective Date, at the time Polymer80 completes its payment obligations as outlined in Section II of the separate agreement related to the City’s Public Nuisance

and Negligence claims, or at the time Polymer80 obtains final bankruptcy relief under federal or state laws, whichever event occurs first. All other terms of this Stipulation shall remain in effect in perpetuity and shall be binding upon Polymer80's successors and assigns.

E. Disclosure of Records

12. The parties agree to the public disclosure of certain records produced as part of the above-captioned case. Those records are attached as Exhibits A-J to this Stipulation.

III. RELEASE

13. Upon the Effective Date, the City shall release, remise, and forever discharge Polymer80 from all Claims against Polymer80 arising prior to the Effective Date. Pursuant to Maryland Rule 2-506(b), the City hereby dismisses this action without prejudice and reserves the right to reopen this action at any time to enforce the stipulated terms through the entry of judgment or other appropriate relief.

14. Upon the Effective Date, Polymer80 shall release, remise, and forever discharge the City and its agents from all claims arising prior to the Effective Date that were or could have been alleged against the City or its agents arising out of, related to, or in connection with the above-captioned case.

15. Nothing in this Stipulation constitutes a waiver of: (1) the right to enforce this Stipulation; or (2) any rights or claims that a party may have that may accrue or arise after the party signs this Stipulation. For the avoidance of doubt, nothing in this Stipulation shall be construed to relieve Polymer80 from compliance with federal, state, or local laws related to the regulation of firearms. In the event that Polymer80's actions after the Effective Date

violate federal, state, or local laws and give rise to future claims pursuant to the Maryland Consumer Protection Act, the City retains its right to pursue future relief.

16. In the event that a party reopens this action to enforce this Stipulation through the entry of judgment or other appropriate relief, the statute of limitations for any relevant claim shall be deemed to be tolled starting on the Effective Date until the reopening of this action.

IV. JURISDICTION

17. This Stipulation shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Maryland, and the rights and obligations of the parties to this Stipulation shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Maryland, without giving effect to its choice-of-law principles.

18. The parties agree that the Court has jurisdiction over the subject matter of the above-captioned case and that, if either party violates this Stipulation, the Circuit Court for the City of Baltimore shall have jurisdiction to decide any disputes, claims, or controversies between the parties related to the validity, interpretation, breach, or enforcement of this Stipulation.

V. MISCELLANEOUS

19. The parties hereby waive all rights to appeal the entry of this Stipulation, except that the parties retain their right to appeal future Court orders related to the enforcement of this Stipulation.

20. If any provision of this Stipulation shall be declared or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining parts, terms, or provisions shall not be affected and shall continue in full

force and effect to the extent permitted by law, and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be part of the Stipulation.

21. This Stipulation may not be terminated, changed, altered, or modified except with the written agreement of the parties.
22. Except for a separate agreement related to the City's Public Nuisance and Negligence claims, this Stipulation constitutes the complete understanding between the parties with respect to resolution of the above-captioned case and supersedes any and all agreements, understandings, and discussions, whether written or oral, between the parties.
23. Consistent with Maryland Rule 2-506(e), each party shall bear its respective attorneys' fees and costs related to the above-captioned case.
24. Each signatory hereto represents and warrants that he or she is fully authorized to enter into this Stipulation and to bind the party for whom he or she is signing to the terms and conditions of this Stipulation.
25. This Stipulation may be executed in counterparts, and together the counterparts shall constitute one agreement.

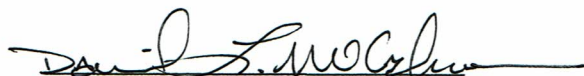
Respectfully submitted,

Dated: February 16, 2024



Ebony Thompson
City Solicitor
Baltimore City Department of Law
Authorized Agent for Plaintiff,
The Mayor & City Council of Baltimore

Dated: February 16, 2024



Authorized Agent for Defendant, Polymer80,
Inc.

EXHIBIT A

Message

From: Zach Smith [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=F5DADD27427E44E18775155FCA4317C0-ZACH.SMITH]
Sent: 3/24/2020 2:58:05 PM
To: [REDACTED]@kenziesoptics.com
CC: Dan McCalmon [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dmccalmon]
Subject: RE: Polymer80 Intro
Attachments: Polymer80 DEALER Agreement 2020.docx; POLYMER80 MANUFACTURER AGREED PRICING POLICY.docx; 2020 ORDER FORM.xlsx

Nice to meet you [REDACTED]

I look forward to working with you and Kenzie's Optics! If you ever have any questions over products you see on the pricelist, the ordering process itself, shipping or anything at all please give me a call or shoot me an email and I will take care of you sir.

Attached in this email is our Dealer Agreement and MAP which I will need signed and returned along with a copy of either your Business License, Seller's Permit, or FFL. After that your dealer account will be complete and we can begin ordering! Very easy process.

If you would like to know which items, frame kits, colors are top sellers or have any other questions please let me know. I look forward to hearing back from you.

Zachery Smith

Lead Sales Associate

Phone-(602)-377-0471

Mon-Friday 8AM-5PM CST

Fax-(702)442-7382

zach.smith@polymer80.com

Polymer80, Inc.

www.polymer80.com

From: Dan McCalmon <dan.mccalmon@polymer80.com>

Sent: Tuesday, March 24, 2020 7:29 AM

To: [REDACTED]@kenziesoptics.com

Cc: Zach Smith <zach.smith@polymer80.com>

Subject: Polymer80 Intro

Hi [REDACTED]

Thanks for taking the time to consider our products as options for Kenzie's Optics. We have just about everything you can imagine for our pistol frame line-up from 80% frame kits to frame parts kits, slides, barrels, magwells, you name it. I've attached a copy of our dealer price sheet for you to review. One of our top selling items right now is the BBS kit, BBS standing for Buy, Build, Shoot. The kits are available in the compact or full size frame in any of the color options the frame comes in. Included with the kit is the 80% frame kit, frame parts kit, complete slide assembly with barrel and sights installed and an appropriately sized magazine for the pistol. It's basically a pistol in a box and the only item the customer needs to acquire after purchasing a BBS kit is some ammo.

I've cc'd Zach Smith with this email as he would be your assigned dealer rep. Zach, please work on providing any other documents Keith would need to get Kenzie's Optics set up as a dealer.

Dan McCalmon

Executive Vice President

Phone: 707-580-8030

Mon.-Fri. 8am-5pm CST

Fax: 702-442-7382

dan.mccalmon@polymer80.com



Engage your Freedom

Polymer80, Inc.

www.polymer80.com

EXHIBIT B

Message

From: Alex Brodsky [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ABRODSKY]
Sent: 7/20/2021 7:25:44 PM
To: Troy Lerner [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=66f788c8d2e446b799c6313f10ff6e3b-troy.lerner]
CC: David Borges [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dborges]
Subject: Re: ATF opened case 15223

Thank you Troy.

Alex

On Jul 20, 2021, at 1:20 PM, Troy Lerner <troy.lerner@polymer80.com> wrote:

Below is the email and contact information.

Hello,

My name is [REDACTED] and I am a Special Agent with the Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF). We recovered a firearm from a felon which appeared to have a lower receiver, which was manufactured by Polymer80. Can you tell me where you all manufacture your lower receivers? Also, do you all manufacture slides for the firearms & or Glock magazines? Do you sale Glock magazines or do they come standard with a polymer 80 lower receiver?

Also, if you all manufacture the slides, can you tell me where your serial number would be located? Would PF940C be a serial number associated with your company?

Respectfully Submitted,

[REDACTED]
Bureau of Alcohol, Tobacco, Firearms, and Explosives
Columbus Field Office
[REDACTED] Office
[REDACTED]
[REDACTED]@atf.gov

EXHIBIT C

Message

From: Alex Brodsky [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ABRODSKY]
Sent: 2/5/2021 11:23:37 PM
To: David Borges [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dborges]; [REDACTED] [REDACTED]@usdoj.gov]
Subject: RE: Purchase Query

Good afternoon,

I searched through our database for all the names and addresses, and could not locate any sales or shipments to these individuals from our website at www.polymer80.com. Nor have any of these individuals ever contacted us for warranty replacements service/support.

With that being said, as David mentioned in his email, if purchases were made from Glockstore then they would have these records.

Please let me know if I can be of any further assistance.

Alex Brodsky
V.P. Marketing
Polymer80, Inc.

"Engage your Freedom"

925-457-7270
alexbr@polymer80.com
www.polymer80.com



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From: David Borges <david@polymer80.com>
Sent: Friday, February 5, 2021 1:41 PM
To: [REDACTED] <[REDACTED]@usdoj.gov>
Cc: Alex Brodsky <alex.brodsky@polymer80.com>
Subject: RE: Purchase Query

[REDACTED]

we have no idea who the Glockstore sells to. On the other hand, I'll have Alex do a quick database query in our systems to see if these individuals have ever used us. **He'll get back to you by Monday latest.**

Sincerely,

David L. Borges
Co-Founder, CEO/CFO
Polymer80, Inc.



C: 707-688-3631
W: 800-517-1243, x 1200
134 Lakes Blvd
Dayton, NV 89403

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From: [REDACTED] <[REDACTED]@usdoj.gov>
Sent: Friday, February 5, 2021 2:35 PM
To: David Borges <david@polymer80.com>
Subject: Purchase Query

Hi David,

Sorry to bother you but I was wondering if you could help me out with a purchase query regarding the three individuals below. We have information that this individuals are involved in the manufacture and distribution of firearms to convicted felons and that they may be purchasing items from Polymer 80. I would be looking for any purchases they may have made from Glockstore in the last year (01/20 – 02/21).

Any help you could provide would be greatly appreciated.

I hope all is well.

[REDACTED]
S/A ATF
Hartford Field Office
[REDACTED]

[REDACTED]
Address 1

[REDACTED]
Lebanon, CT
Phone [REDACTED]
[REDACTED]

Address 2

[REDACTED]
Springfield, MA

[REDACTED]
Colchester, CT
Phone [REDACTED]

[REDACTED]
Address 1
[REDACTED]
Willimantic, CT

Address 2
[REDACTED]
East Hartford, CT

Address 3
[REDACTED]
East Hartford, CT

EXHIBIT D

Message

From: Alex Brodsky [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ABRODSKY]
Sent: 11/24/2020 10:27:26 PM
To: Dan McCalmon [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dmccalmon]; David Borges Jr. [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=c73cfb0a9fe44c9eadc68c46be6da8c7-davidborges]; Zach Smith [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f5dadd27427e44e18775155fca4317c0-zach.smith]
CC: David Borges [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dborges]; Kendra Moore [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=cf534685f3b475b98811d21dc87c494-kendra.moor]; Eric Borchers [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=f20edda088a84abc8c1efbbe0854b98a-eric.borche]; Jo-Ann Lloyd [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=b5803bc028ef43de8b458e3e9731f5df-jo-ann.lloyd]
Subject: RE: Saeed Ghazi

Roger that Dan.

Please advise if I need to consult with our legal team regarding next steps in case of potential action/investigation.

Alex Brodsky
V.P. Marketing
Polymer80, Inc.

"Engage your Freedom"

925-457-7270
alex@polymer80.com
www.polymer80.com



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From: Dan McCalmon <dan.mccalmon@polymer80.com>
Sent: Tuesday, November 24, 2020 2:20 PM
To: Alex Brodsky <alex.brodsky@polymer80.com>; David Borges Jr. <david.w.borges@polymer80.com>; Zach Smith <zach.smith@polymer80.com>
Cc: David Borges <david@polymer80.com>; Kendra Moore <kendra.moore@polymer80.com>; Eric Borchers <eric.borchers@polymer80.com>; Jo-Ann Lloyd <joann.lloyd@polymer80.com>

Subject: Saeed Ghazi

Importance: High

All,

It was brought to my attention by Zach that we have a dealer, Saeed Ghazi, operating under the business name Lana Autosales, who is under investigation and listed on the FBI's Most Wanted List. See the link below.

<https://www.fbi.gov/wanted/additional/saeed-najah-ghazi>

Per the FBI's website, Mr. Ghazi is wanted for alleged involvement in illegal firearms sales, i.e. not having the appropriate license and also for exporting firearms illegally. As of right now his account is indefinitely suspended and barred from doing business with Polymer80, Inc. Any and all orders currently in our system for this account are to be canceled immediately. Eric, if you have anything prepped for shipment, put a stop ship on those orders immediately.

Zach has put together the attached docs that contain his orders.

Attached is a packing slip from 2/10/2020 for order 141469. Kendra can you please confirm if this order was paid?

Also attached are the sales orders:

SO2158	4/23/2020	\$7,500
SO2415	7/25/2020	\$20,075
SO2416	9/01/20200	\$34,675
SO2767	10/01/2020	\$27,375
SO2957	11/01/2020	\$27,375

These orders need to be confirmed if they were shipped and if so, which have been paid. If they have not shipped, again, cancel them immediately.

Any and all information concerning this account needs to be provided to Alex immediately as well. Alex, within your legal documentation, please create a file to house anything and everything we have concerning this account should we get dragged into this for any reason.

Lastly, specific to the Sales Team, we have a document that was created back in August to vet new dealers. Please ensure that this document(attached for reference), is being utilized. Going forward, before a new account is approved, this document is to be sent to myself and Dave Jr. for review and approval. We carry a lot of dealers who conduct business in a variety of professions. We need to be more diligent with whom we allow to resell our product. We won't always be able to avoid situations like this by the nature of the business however we can and will do everything we can to be diligent in our efforts.

All, please reply with your confirmation that you have received and understood this email.

Dan McCalmon

Executive Vice President

Phone: 707-580-8030

Mon.-Fri. 8am-5pm CST

Fax: 702-442-7382

dan.mccalmon@polymer80.com



Engage your Freedom

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EXHIBIT E

Message

From: Alex Brodsky [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ABRODSKY]
Sent: 2/4/2020 1:59:04 PM
To: Dan McCalmon [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dmccalmon]
Subject: Video Scripts
Attachments: PF940v2 Explainer Video Script.docx; PF9SS Explainer Video.docx; PF45 Explainer Video Script.docx; PF940C Explainer Video Script.docx; PF940SC Explainer Video Script.docx

Promo Video Script – PF940v2™

Visual	Audio
<p>Opening Shot – P80 Logo with “Engage your Freedom Tagline”</p> <p>Transition to Dan by Desk/Table with PF940C™ kit in front of him. Separate Jig, Frame, Drill Bits, Slide Rails, Box laid on side with Logo facing screen.</p> <p>Transition Shot to the Kit & Parts on the Table.</p>	<p>Background music. If narrator is speaking, ensure that music does not overpower dialogue.</p> <p>Dialogue: Hello this is Dan McCalmon with Polymer80, here to talk to you about the PF940v2 80% full size Pistol Kit.</p>
<p>Transition to Shot of the Pistol Frame by itself.</p> <ol style="list-style-type: none"> 1. Call out to Grip Angle – Line pointing straight at it with the words 1911 Grip Angle. 2. Call out to Grip Texture 3. Call outs to Beaver Tail & Trigger Guard – line extending to both features on frame. 	<p>Dan “The frame itself is molded from our proprietary blend of glass filled polymers. Some of the key ergonomic upgrades you will notice right away are:</p> <ol style="list-style-type: none"> 1. The 1911 grip angle, which for most shooters will help with a much quicker picture sight acquisition. 2. The grip comes with P80’s proprietary aggressive texture to emulate a stippled pattern. 3. Our extended beaver tail and double-under cut trigger guard help establish a much firmer grip for optimum recoil mitigation.
<p>Transition back to Dan with the Kit laid out in front of him.</p> <p>Shot of each component as Dan calls out in the video</p>	<p>As with everyone of our 80% Pistol Frame Kits, Polymer80 includes the finishing jig, slide rails, and all the tools necessary to complete a P80 Frame in the privacy of your home.</p>
<p>Transition back to Dan</p>	<p>The main question we are always asked is “Why should I purchase one of these kits?” Well...the answers are simple:</p> <ol style="list-style-type: none"> 1. All of our customers really enjoy putting a pistol together from start to finish,. You get a sense of ownership and pride, this will be come your favorite firearm. 2. You have the freedom to build a firearm at home, it’s your 2nd

<p>Quickly transition back to the complete kit.</p>	<p>Amendment right to do so!</p> <p>3. The PF940v2 is a perfect platform whether you're looking for a range plinker, a competition handgun, or one to use for home defense..</p> <p>You can purchase completion parts such as Frame Parts Kits and assembled slides from most P80 dealers or our website at Polymer80.com You can also download our complete instruction manual by visiting our How-To section. And as always we urge that you research all the applicable regulations in your home state prior to purchasing the PF940v2 kit.</p> <p>This is Dan McCalmon, and thank you for watching.</p>
<p>Closing Shot of Polymer80 logo and our website addy: www. Polymer80.com</p>	<p>Fade music.</p>

Promo Video Script – PF9SS™

Visual	Audio
<p>Opening Shot – P80 Logo with “Engage your Freedom Tagline”</p> <p>Transition to Dan by Desk/Table with PF940C™ kit in front of him. Separate Jig, Frame, Drill Bits, Slide Rails, Box laid on side with Logo facing screen.</p> <p>Transition Shot to the Kit & Parts on the Table.</p>	<p>Background music. If narrator is speaking, ensure that music does not overpower dialogue.</p> <p>Dialogue: Hello this is Dan McCalmon with Polymer80, here to talk to you about the PF9SS 80% Single Stack frame kit.</p>
<p>Transition to Shot of the Pistol Frame by itself.</p> <ol style="list-style-type: none"> 1. Call out to Grip Angle – Line pointing straight at it with the words 1911 Grip Angle. 2. Call out to Grip Texture 3. Call outs to Beaver Tail & Trigger Guard – line extending to both features on frame. 	<p>Dan “The frame itself is molded from our proprietary blend of glass filled polymers. Some of the key ergonomic upgrades you will notice right away are:</p> <ol style="list-style-type: none"> 1. The grip comes with P80’s proprietary aggressive texture to emulate a stippled pattern. 2. Our extended beaver tail and double-under cut trigger guard help establish a much firmer grip for optimum recoil mitigation. 3. The PF9SS has a picatinny rail, so that you can install a weapon mounted light of your choice.
<p>Transition back to Dan with the Kit laid out in front of him.</p> <p>Shot of each component as Dan calls out in the video</p>	<p>As with everyone of our 80% Pistol Frame Kits, Polymer80 includes the finishing jig, slide rails, and all the tools necessary to complete a P80 Frame in the privacy of your home.</p>
<p>Transition back to Dan</p>	<p>The main question we are always asked is “Why should I purchase one of these kits?” Well...the answers are simple:</p> <ol style="list-style-type: none"> 1. All of our customers really enjoy putting a pistol together from start to finish,. You get a sense of ownership and pride, this will be come your favorite firearm. 2. You have the freedom to build a firearm at home, it’s your 2nd

<p>Quickly transition back to the complete kit.</p>	<p>Amendment right to do so!</p> <p>3. PF9SS is a single stack slim line frame, which is a perfect option for those looking for a conceal carry handgun.</p> <p>You can purchase completion parts such as Frame Parts Kits and assembled slides from most P80 dealers or our website at Polymer80.com You can also download our complete instruction manual by visiting our How-To section. And as always we urge that you research all the applicable regulations in your home state prior to purchasing the PF940SC kit.</p> <p>This is Dan McCalmon, and thank you for watching.</p>
<p>Closing Shot of Polymer80 logo and our website addy: www. Polymer80.com</p>	<p>Fade music.</p>

Promo Video Script – PF45™

Visual	Audio
<p>Opening Shot – P80 Logo with “Engage your Freedom Tagline”</p> <p>Transition to Dan by Desk/Table with PF940C™ kit in front of him. Separate Jig, Frame, Drill Bits, Slide Rails, Box laid on side with Logo facing screen.</p> <p>Transition Shot to the Kit & Parts on the Table.</p>	<p>Background music. If narrator is speaking, ensure that music does not overpower dialogue.</p> <p>Dialogue: Hello this is Dan McCalmon with Polymer80, here to talk to you about the PF45 80% Large Pistol Kit.</p>
<p>Transition to Shot of the Pistol Frame by itself.</p> <ol style="list-style-type: none"> 1. Call out to Grip Angle – Line pointing straight at it with the words 1911 Grip Angle. 2. Call out to Grip Texture 3. Call outs to Beaver Tail & Trigger Guard – line extending to both features on frame. 	<p>Dan “The frame itself is molded from our proprietary blend of glass filled polymers. Some of the key ergonomic upgrades you will notice right away are:</p> <ol style="list-style-type: none"> 1. The 1911 grip angle, which for most shooters will help with a much quicker picture sight acquisition. 2. The grip comes with P80’s proprietary aggressive texture to emulate a stippled pattern. 3. Our extended beaver tail and double-under cut trigger guard help establish a much firmer grip for optimum recoil mitigation.
<p>Transition back to Dan with the Kit laid out in front of him.</p> <p>Shot of each component as Dan calls out in the video</p>	<p>As with everyone of our 80% Pistol Frame Kits, Polymer80 includes the finishing jig, slide rails, and all the tools necessary to complete a P80 Frame in the privacy of your home.</p>
<p>Transition back to Dan</p>	<p>The main question we are always asked is “Why should I purchase one of these kits?” Well...the answers are simple:</p> <ol style="list-style-type: none"> 1. All of our customers really enjoy putting a pistol together from start to finish,. You get a sense of ownership and pride, this will be come your favorite firearm. 2. You have the freedom to build a firearm at home, it’s your 2nd

<p>Quickly transition back to the complete kit.</p>	<p>Amendment right to do so!</p> <p>3. The PF45 is a robust platform with which you can complete a handgun for the 10mm or 45ACP. It's perfect as a range gun or as a backup for your next hunting trip.</p> <p>You can purchase completion parts such as Frame Parts Kits and assembled slides from most P80 dealers or our website at Polymer80.com You can also download our complete instruction manual by visiting our How-To section. And as always we urge that you research all the applicable regulations in your home state prior to purchasing the PF940SC kit.</p> <p>This is Dan McCalmon, and thank you for watching.</p>
<p>Closing Shot of Polymer80 logo and our website addy: www. Polymer80.com</p>	<p>Fade music.</p>

Promo Video Script – PF940C™

Visual	Audio
<p>Opening Shot – P80 Logo with “Engage your Freedom Tagline”</p> <p>Transition to Dan by Desk/Table with PF940C™ kit in front of him. Separate Jig, Frame, Drill Bits, Slide Rails, Box laid on side with Logo facing screen.</p> <p>Transition Shot to the Kit & Parts on the Table.</p>	<p>Background music. If narrator is speaking, ensure that music does not overpower dialogue.</p> <p>Dialogue: Hello this is Dan McCalmon with Polymer80, here to talk to you about the PF940C 80% Compact Pistol Kit.</p>
<p>Transition to Shot of the Pistol Frame by itself.</p> <ol style="list-style-type: none"> 1. Call out to Grip Angle – Line pointing straight at it with the words 1911 Grip Angle. 2. Call out to Grip Texture 3. Call outs to Beaver Tail & Trigger Guard – line extending to both features on frame. 	<p>Dan “The frame itself is molded from our proprietary blend of glass filled polymers. Some of the key ergonomic upgrades you will notice right away are:</p> <ol style="list-style-type: none"> 1. The 1911 grip angle, which for most shooters will help with a much quicker picture sight acquisition. 2. The grip comes with P80’s proprietary aggressive texture to emulate a stippled pattern. 3. Our extended beaver tail and double-under cut trigger guard help establish a much firmer grip for optimum recoil mitigation.
<p>Transition back to Dan with the Kit laid out in front of him.</p> <p>Shot of each component as Dan calls out in the video</p>	<p>As with everyone of our 80% Pistol Frame Kits, Polymer80 includes the finishing jig, slide rails, and all the tools necessary to complete a P80 Frame in the privacy of your home.</p>
<p>Transition back to Dan</p>	<p>The main question we are always asked is “Why should I purchase one of these kits?” Well...the answers are simple:</p> <ol style="list-style-type: none"> 1. All of our customers really enjoy putting a pistol together from start to finish,. You get a sense of ownership and pride, this will be come your favorite firearm. 2. You have the freedom to build a firearm at home, it’s your 2nd

<p>Quickly transition back to the complete kit.</p>	<p>Amendment right to do so!</p> <p>3. The PF940C is a perfect platform whether you're looking for a range plinker or a piece to complete your Every Day Carry.</p> <p>You can purchase completion parts such as Frame Parts Kits and assembled slides from most P80 dealers or our website at Polymer80.com You can also download our complete instruction manual by visiting our How-To section. And as always we urge that you research all the applicable regulations in your home state prior to purchasing the PF940C kit.</p> <p>This is Dan McCalmon, and thank you for watching.</p>
<p>Closing Shot of Polymer80 logo and our website addy: www. Polymer80.com</p>	<p>Fade music.</p>

Promo Video Script – PF940SC™

Visual	Audio
<p>Opening Shot – P80 Logo with “Engage your Freedom Tagline”</p> <p>Transition to Dan by Desk/Table with PF940C™ kit in front of him. Separate Jig, Frame, Drill Bits, Slide Rails, Box laid on side with Logo facing screen.</p> <p>Transition Shot to the Kit & Parts on the Table.</p>	<p>Background music. If narrator is speaking, ensure that music does not overpower dialogue.</p> <p>Dialogue: Hello this is Dan McCalmon with Polymer80, here to talk to you about the PF940SC 80% SubCompact Pistol Kit.</p>
<p>Transition to Shot of the Pistol Frame by itself.</p> <ol style="list-style-type: none"> 1. Call out to Grip Angle – Line pointing straight at it with the words 1911 Grip Angle. 2. Call out to Grip Texture 3. Call outs to Beaver Tail & Trigger Guard – line extending to both features on frame. 	<p>Dan “The frame itself is molded from our proprietary blend of glass filled polymers. Some of the key ergonomic upgrades you will notice right away are:</p> <ol style="list-style-type: none"> 1. The 1911 grip angle, which for most shooters will help with a much quicker picture sight acquisition. 2. The grip comes with P80’s proprietary aggressive texture to emulate a stippled pattern. 3. Our extended beaver tail and double-under cut trigger guard help establish a much firmer grip for optimum recoil mitigation.
<p>Transition back to Dan with the Kit laid out in front of him.</p> <p>Shot of each component as Dan calls out in the video</p>	<p>As with everyone of our 80% Pistol Frame Kits, Polymer80 includes the finishing jig, slide rails, and all the tools necessary to complete a P80 Frame in the privacy of your home.</p>
<p>Transition back to Dan</p>	<p>The main question we are always asked is “Why should I purchase one of these kits?” Well...the answers are simple:</p> <ol style="list-style-type: none"> 1. All of our customers really enjoy putting a pistol together from start to finish,. You get a sense of ownership and pride, this will be come your favorite firearm. 2. You have the freedom to build a firearm at home, it’s your 2nd

<p>Quickly transition back to the complete kit.</p>	<p>Amendment right to do so!</p> <p>3. The PF940SC is a doublestack subcompact frame and is compatible with 10 round magazines. This is a perfect platform for those looking to conceal carry a handgun with a larger round capacity.</p> <p>You can purchase completion parts such as Frame Parts Kits and assembled slides from most P80 dealers or our website at Polymer80.com You can also download our complete instruction manual by visiting our How-To section. And as always we urge that you research all the applicable regulations in your home state prior to purchasing the PF940SC kit.</p> <p>This is Dan McCalmon, and thank you for watching.</p>
<p>Closing Shot of Polymer80 logo and our website addy: www. Polymer80.com</p>	<p>Fade music.</p>

EXHIBIT F

Message

From: Todd Powers [todd.powers@polymer80.com]
Sent: 7/29/2019 5:11:30 PM
To: 'David Borges' [david.w.borges@polymer80.com]; 'Dan McCalmon' [dan.mccalmon@polymer80.com]; 'Alex Brodsky' [alex.brodsky@polymer80.com]; 'Jacob Herman' [rjacobherman@gmail.com]; 'David Borges' [david@polymer80.com]; 'Rudy Hindelang' [rudy.hindelang@polymer80.com]; 'Loran Kelley' [loran@polymer80.com]
Subject: RE: Trigrcon Recap

That sounds like a lot of good news.

When you have a chance will you please get the pistols that failed to Dayton for repair.

Best Regards,

Todd Powers
Director of Product Development
Polymer80, Inc.



C: 925-639-4883
134 Lakes Blvd
Dayton, NV 89403
-Engage Your Freedom-

From: David Borges <david.w.borges@polymer80.com>
Sent: Monday, July 29, 2019 9:03 AM
To: 'Dan McCalmon' <dan.mccalmon@polymer80.com>; 'Alex Brodsky' <alex.brodsky@polymer80.com>; 'Jacob Herman' <rjacobherman@gmail.com>; 'David Borges' <david@polymer80.com>; todd.powers@polymer80.com; 'Rudy Hindelang' <rudy.hindelang@polymer80.com>; 'Loran Kelley' <loran@polymer80.com>
Subject: Trigrcon Recap

Hello Everyone,

Trigrcon was a success. We met with our dealers hung out with a lot of good people and made some videos. The Firearm blog came by and got a video of our complete build. The video is at 16 thousand views while Zev Techs OZ-9 only at 11 thousand HA! Comments seemed to be pretty good so be sure to give it a like and comment on how good I look.

<https://www.youtube.com/watch?v=OuYcVwQpHjM>

I got to ride along with Jacob and his rep Dan and witness firsthand how they are going to the bread rise. I am very impressed and confident in both Jacob and Dans teams ability to get the job done and look forward to getting these guns launched and in their hands. Very professional!

The range guns performed alright. The black V2 has a reset issue which failed consistently, the sub-compact began to fail towards the end of range day and was pulled off the line. Could just need a solid cleaning.

Hunter with ZRO Delta put 10,000 rounds through our sample kit we shipped him and reported trigger bar failure as well as the trigger itself failing. Despite this he was still impressed and will be putting them in the ZRO delta modular Glock

frame. We have built lower parts kits are we going to be testing them anytime soon? I know there has been multiple changes since Hunter got his sample.

I am going to be working on a range gun program for dealers that would like to participate. I want to check out Sig Sauers for reference but I need a login for RSR. If anyone has one please let me know.

Brodsky killed it all weekend as usual and has more to add I am sure.

The publics view of Polymer80 is going to be an obstacle/challenge to overcome. I got asked many times things like "what's the point of the buying your full pistol, I thought the whole point was to not have serial numbers" "why buy yours when I can just piece it together the way I want" These are things we have been in a lot of ways saying to our customers as selling points for 80 percent kits for years and now it seems to be biting us in the ass haha. I am confident we can overcome this but it is going to take time and elbow grease on Brodsky and I's part. We need to hit as many shows/press events as we can as a manufacturer of full pistols. Getting a police department to pick up our guns will help and be good advertising. I will be working on that as well. I look forward to the next Sales and Marketing meeting where we can brainstorm more ideas on how to overcome these obstacles.

Overall a great show!

David Borges Jr.

National Sales Director

Cell-(707) 416-8847

Mon-Friday 8AM-5PM CST

Fax-(702)442-7382

David.w.borges@polymer80.com

Polymer80, Inc.

www.polymer80.com

Engage your Freedom

EXHIBIT G

Message

From: David Borges [david@polymer80.com]
Sent: 2/12/2019 11:23:24 AM
To: 'Alex Brodsky' [alex.brodsky@polymer80.com]
CC: dan.mccalmon@polymer80.com; David William Borges [david.w.borges@polymer80.com]; Brad Daeda [brad.daeda@polymer80.com]
Subject: RE: URGENT: NJ shipping, 80% products
Attachments: Website - Terms and Conditions of Use.docx

Alex,

I've bolstered this with a few chunks of terms/use from Colt's website, likely the most sued company in the industry (ie: sandy hook). ATTACHED

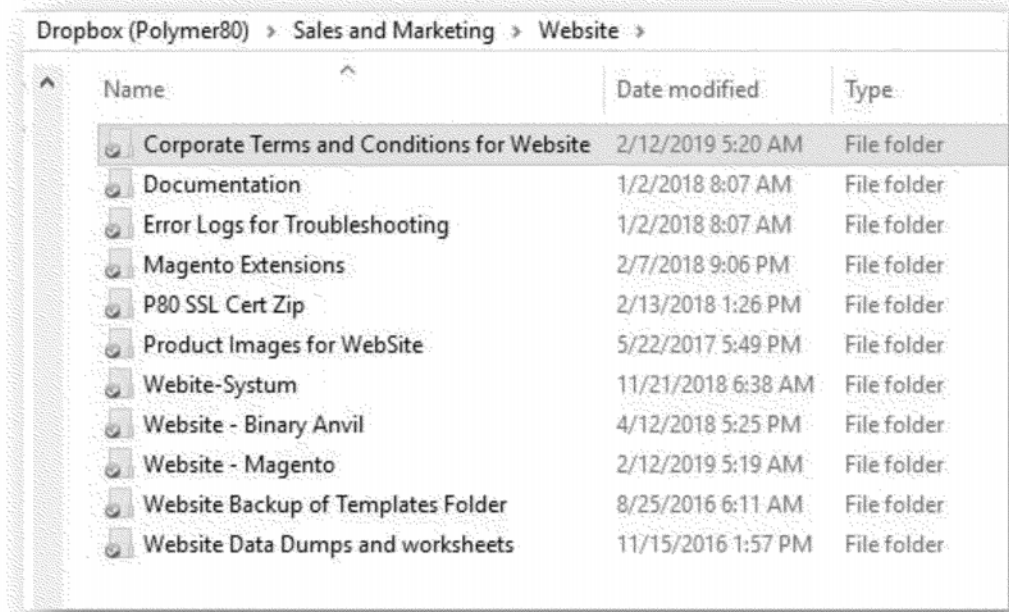
This file is stored in:

E:\Dropbox (Polymer80)\Sales and Marketing\Website\Corporate Terms and Conditions for Website

Alex, I've consolidated the various Website folders into:

E:\Dropbox (Polymer80)\Sales and Marketing\Website\

Which now looks like this



Sincerely,

David L. Borges
Co-Founder, CEO/CFO
Polymer80, Inc.



C: 707-688-3631
W: 800-517-1243, x 1200

134 Lakes Blvd
Dayton, NV 89403
-Engage Your Freedom-

From: Alex Brodsky <alex.brodsky@polymer80.com>
Sent: Monday, February 11, 2019 7:59 PM
To: 'David Borges' <david@polymer80.com>
Cc: dan.mccalmon@polymer80.com
Subject: RE: URGENT: NJ shipping, 80% products

Dave,

Please look over the terms outlined below in our Terms & Conditions area of magento. I think there's a way I can get the customer to click on the checkbox prior to check out.

I am not prohibited from possessing firearms under federal or state law.

I am not under indictment or information in any court for a felony, or any other crime, for which the judge could imprison me for more than one year.

I have never been convicted in any court of a felony, or any other crime, for which the judge could have imprisoned me for more than one year, even if I received a shorter sentence including probation.

I am not an unlawful user of, or addicted to, marijuana or any depressant, stimulant, narcotic drug, or any other controlled substance.

I am not a fugitive from justice.

I have never been adjudicated mentally defective (which includes a determination by a court, board, commission, or other lawful authority that I am a danger to myself or others or am incompetent to manage my own affairs.)

Nor have I been involuntarily held for a mental health evaluation within the last 5 years.

I have never been committed to a mental institution.

I have never renounced my United States citizenship.

I am not an alien illegally in the United States.

I am not prohibited from possessing firearms under federal or state law.

I have not had any suicidal thoughts or suicidal ideations now or at any time prior to my presence here today.

I will not use any of the training and instruction provided for any unlawful purpose.

I am not a resident of the State of New Jersey which prohibits ownership of all receiver blanks & 80% products.

I UNDERSTAND THAT THERE ARE VARIOUS RISKS INVOLVED WITH MY SHOOTING ACTIVITIES. I UNDERSTAND THAT THOSE RISKS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES OR DEATH CAUSED BY THE FOLLOWING: GUNSHOT; PERSONAL NEGLIGENT OR INTENTIONAL ACTS, THE INTENTIONAL OR NEGLIGENT ACTS OF OTHER PARTICIPANTS IN THE VICINITY; FAULTY EQUIPMENT, LIGHTING CONDITIONS; WEATHER; EXCESSIVE NOISE; EXCESSIVE DISTANCE TO MEDICAL CARE FACILITIES; AND EXCESSIVE TRAFFIC ON ROUTES TO MEDICAL CARE FACILITIES. I AGREE THAT, PRIOR TO PARTICIPATING IN THESE ACTIVITIES, I WILL INSPECT PREMISES AND EQUIPMENT AND, IF I BELIEVE ANY ARE UNSAFE, I WILL IMMEDIATELY ADVISE AN AGENT OR EMPLOYEE OF THE RANGE.

MEDIATION AND ARBITRATION. In the event a dispute arises out of or in connection with this Agreement or the use of the range facilities, the Parties will attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of California. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of California.

ATTORNEYS FEES. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

Alex Brodsky
Vice President of Marketing
Polymer80 Inc.

925-457-7270
www.polymer80.com



Engage your Freedom!

From: David Borges [<mailto:david@polymer80.com>]
Sent: Monday, February 11, 2019 12:37 PM
To: 'Alex Brodsky'
Subject: RE: URGENT: NJ shipping, 80% products

Alex,

The reason I asked for a pop up page that requires denial by the end user, is the deniability for us. Actually, recently the ATF asked if we could do that....for us and for them. If a felon goes onto our website and his "intent" is such to build the gun, and he's not supposed to be, then the ATF simply wants to confirm that the guy had to agree to continue forth, with less ignorance than he should be able to claim in court. They get into those details, and they thought it would be good for us to reduce our risk as well.

The agent wasn't trying to be a smart ass, he was saying "this helps me make my case, and it helps protect you against lawsuits". I can't disagree with him. On that pop up, we can have several rules there including NJ

Sincerely,

David L. Borges
Co-Founder, CEO/CFO
Polymer80, Inc.



C: 707-688-3631
W: 800-517-1243, x 1200
134 Lakes Blvd
Dayton, NV 89403
-Engage Your Freedom-

From: Alex Brodsky <alex.brodsky@polymer80.com>
Sent: Monday, February 11, 2019 2:28 PM

To: 'David Borges' <david@polymer80.com>; 'Jo-Ann Lloyd' <jo-ann.lloyd@polymer80.com>; 'Loran Kelley' <loran@polymer80.com>; 'Eric Borchers' <eric.borchers@polymer80.com>; 'Bryan Judkins' <bryan.judkins@polymer80.com>; 'Dan McCalmon' <dan.mccalmon@polymer80.com>; 'David William Borges' <david.w.borges@polymer80.com>; 'John Smith' <john.smith@polymer80.com>; todd.powers@polymer80.com
Cc: 'Bob McCann' <coach@coachbobinc.com>
Subject: RE: URGENT: NJ shipping, 80% products

Got it.

This is just as simple as creating a NO SHIPPING rule to NJ on certain products. We can put a red warning sign on all the configurable 80% products as well. Let me figure it out with Binary Anvil's help. The problem will be the mailing list. Not everything on the list has an address, but I'll do my best to weed them out.

Alex

From: David Borges [<mailto:david@polymer80.com>]
Sent: Monday, February 11, 2019 12:14 PM
To: Jo-Ann Lloyd; Loran Kelley; 'Eric Borchers'; Bryan Judkins; Dan McCalmon; David William Borges; 'Alex Brodsky'; 'John Smith'; todd.powers@polymer80.com
Cc: 'Bob McCann'
Subject: URGENT: NJ shipping, 80% products
Importance: High

Heads up Team:
PLEASE ACKNOWLEDGE THIS EMAIL WITH A "GOT IT"

We'll need to put some new policies in place and begin acting on them in a somewhat urgent fashion (meaning, in the coming week or two at the most).

New Jersey State AG demanded a cease and desist order for the un-serialized frames. While we'll challenge some of their assumptions, in the meantime we need to comply with the basic order across the entire organization, from shipping to sales, to marketing. Everyone needs to abide.

Brief background: It's a Cease and Desist order and not a criminal or civil matter (yet). We have no tools other than debate and compliance for now, so think of it as a warning that a criminal and/or civil case can be opened assuming they find that we've done something against their laws, which they haven't proven – they are giving us a minute to fix it by compliance, and we have the option to argue and/or take it further.

Just to be clear, they have not proven that we've done anything wrong, and therefore the debate will proceed between our representing attorney in DC and P80, potentially some others against the AG's assumptions. You have nothing to fear, no one is in trouble and the letter has gone out to many of our competitors that have similar products (Anderson MFG, Rainier, etc). Procedural for now.

Pay careful attention to the specific policies that I'm laying out below please. Not everything is black and white, I'll make it that way as best as I can.

- a. Un-serialized frames cannot be sold on our website to NJ residents. Meaning, there has to be a warning, and then we have to check (not sure how) and deny. Can be manual or automated.
- b. Un-serialized frames and serialized frames can be sold to Dealers in NJ, as a result Dealers must have FFLs.
- c. Our attorney advises us that we should make a notification check box that says that for NJ residents, the parts being ordered are for repair of an already registered and legal firearm" or something like that (we can detail it, but first it's a matter of Binary Anvil creating a pop up prior to NJ resident ordering). ***This one feature might actually make the AGeneral go away by the way.***
- d. The dealer is responsible for frames hence forth, serialized or un-serialized.
- e. All other parts can be sold, advertised. Conduct business as usual, open commerce between P80 and NJ.

- f. **MARKETING/ADVERTISING:** We cannot and do not advertise to NJ directly for the un-serialized components. How does this impact? One immediate obvious way is we can't send NJ residents **email campaigns** advertising or promoting **un-serialized frames**, but all other products we can. If we want to offset any losses, then we push deals to NJ and continue to make money (Lemons into Lemonade?).
- g. We can advertise directly concerning all other products should we choose.

Please carry forth and make the above happen. PLEASE ACKNOWLEDGE THIS EMAIL WITH A "GOT IT"
Thank you.

Sincerely,

David L. Borges
Co-Founder, CEO/CFO
Polymer80, Inc.



C: 707-688-3631
W: 800-517-1243, x 1200
134 Lakes Blvd
Dayton, NV 89403
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EXHIBIT H

Message

From: David Borges [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=DBORGES]
Sent: 11/27/2019 1:38:38 AM
To: Brad Daeda [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=8e1edd7830e2401f8f5fb60191a074ef-bdaeda]
CC: Loran Kelley [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=de9bfad6e93c44acb2eec8544cf984eb-lkelley]; Dan McCalmon [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dmccalmon]
Subject: Fwd: US v. Martrel Rayshard Reeves - subpoena

Brad I need you to do some trouble shooting as to why this particular e-mail and others are being sent twice to their recipients. That's what it appears to be but I'm not sure that's actually happening. So, whatever I'm saying here must be taken with a grain of salt but absolutely for sure I am recording two sent messages every time I send one, that's what I'm concerned about.

As you can see the information is quite sensitive and as a result I'm concerned that the emails being sent twice are being forwarded to someone else and being recorded, I don't know how this is happening but I would like it to stop ...it literally has nothing to do with the recipients, although this email accentuates why I'm so concerned that this problem is not yet resolved. (By the way I'm using voice recognition on this so forgive me on mistakes).

For me this is a serious breach of security and I have no idea how to solve it so please get into the details and trying to figure out what's going on.

Also don't assume this is just happening to me, Investigate deeper on others, including specifically my son because it appears that the perpetrators have targeted us both at the same time in the past.

Others beware, but to get you up to speed, both Whiskey and I had forwarding turned on to a Gmail account that we did not recognize. The settings were in office 365 and it appeared to be the same person it was being forwarded to. I consider Dan and Loran, and potentially others in the organization, attackable in the same way.

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: [REDACTED] <[REDACTED]@usdoj.gov>
Sent: Tuesday, November 26, 2019 7:23:12 PM
To: David Borges <david@polymer80.com>
Cc: 'Jason Davis' <jason@calgunlawyers.com>; [REDACTED] (USAMD) <[REDACTED]@usdoj.gov>
Subject: RE: US v. Martrel Rayshard Reeves - subpoena

Good evening,

Please have your attorney contact the Assistant United States Attorney assigned to the case. I have copied AUSA [REDACTED] on this e-mail and he can also be reached via phone at [REDACTED]

Thank you,

[REDACTED]
ATF

From: David Borges <david@polymer80.com>
Sent: Tuesday, November 26, 2019 4:37 PM
To: [REDACTED] <[REDACTED]@atf.gov>
Cc: 'Jason Davis' <jason@calgunlawyers.com>
Subject: RE: US v. Martrel Rayshard Reeves - subpoena

[REDACTED]

That was not readily apparent, and I believe this is an unreasonable ask, especially if you are attempting to prosecute a particular individual. Either narrow the request specific to the individual, which is what I provided, or if that's not possible then I have to pass this to my attorney

Jason, see below. Let's see if we can isolate to a more reasonable request please.

Sincerely,

David L. Borges
Co-Founder, CEO/CFO
Polymer80, Inc.



C: 707-688-3631
W: 800-517-1243, x 1200
134 Lakes Blvd
Dayton, NV 89403

From: [REDACTED] <[REDACTED]@usdoj.gov>
Sent: Tuesday, November 26, 2019 7:54 AM
To: David Borges <david@polymer80.com>
Subject: RE: US v. Martrel Rayshard Reeves - subpoena

Sir,
Thank you for that timely and specific information. Please note the attachment does not request records for an individual person; rather, *all shipments to the State of Maryland*.
Should you need further clarification or have any questions regarding this request, please contact AUSA [REDACTED] directly.

Thank you,
[REDACTED]

ATF Baltimore Field Division

From: David Borges <david@polymer80.com>
Sent: Tuesday, November 26, 2019 7:25 AM
To: [REDACTED] <[REDACTED]@atf.gov>
Subject: RE: US v. Martrel Rayshard Reeves - subpoena

[REDACTED]

I regret to inform you that searches on our front facing website system (Magento), as well as our shipping system (Shipstation) have not revealed any sales to the defendant. In fact, I searched further back to cover all time, and it revealed nothing to this person. If there's something else I can do to help, please let me know.

Sincerely,

David L. Borges
Co-Founder, CEO/CFO
Polymer80, Inc.



C: 707-688-3631
W: 800-517-1243, x 1200
134 Lakes Blvd
Dayton, NV 89403

From: [REDACTED] <[REDACTED]@usdoj.gov>
Sent: Monday, November 25, 2019 6:29 PM
To: David@polymer80.com
Subject: US v. Martrel Rayshard Reeves - subpoena
Importance: High

Good evening,

Please find attached a subpoena in the criminal matter of United States of America v. Martrel Rayshard Reeves. Any questions regarding this request should be directed to Assistant United States Attorney [REDACTED]

[REDACTED]@usdoj.gov
[REDACTED]

Please confirm receipt and thank you in advance for your prompt response.

[REDACTED]
Special Agent
Bureau of Alcohol, Tobacco, Firearms and Explosives
Baltimore Field Division
[REDACTED]

EXHIBIT I

Message

From: Alex Brodsky [/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=ABRODSKY]
Sent: 4/3/2021 5:16:46 PM
To: David Borges [/o=ExchangeLabs/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=dborges]
Subject: RE: website sales

Dave,

Unless the background check is anonymous and unknown to the consumer (which is against the law maybe?), instituting any sort of a background check on our website would not only be counter to what this company has stood for, but may also severely hurt our brand (the perception the customer has about our company, our products, and our services.) The only way I can see this not hurting us, is if some sort of a background check is mandated by congressional/executive action.

What is driving your urgency? Are we now starting to over-stock on parts? IF you're worried about the rail systems, I keep telling you, Dan, Little Dave...let's sell them as stand alone components to satisfy the 3D print market!

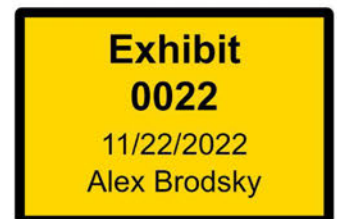
Believe me, there is nothing more that I'd like to do in opening up the 80% product sales on the website, but that's putting our company at an even greater risk. I'm comfortable living in the sell to dealer space until DC & LA clear our books. However I DO think we SHOULD sell complete Guns and accessories OFF of our website. One is shipped to an FFL, the other is not regulated under the GCA (unless they're magazines)

But I'm not completely sold off your idea, let's talk to our attorneys next week to see what they think, and also what Little Borge thinks as a lot of it falls on his doorstep.

Alex Brodsky
V.P. Marketing
Polymer80, Inc.

"Engage your Freedom"

925-457-7270
alex@polymer80.com
www.polymer80.com



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From: David Borges <david@polymer80.com>
Sent: Saturday, April 3, 2021 7:14 AM
To: Alex Brodsky <alex.brodsky@polymer80.com>
Subject: website sales

Alex,

assuming we continue website sales in the future:

What if we did a cursory background check on person's name and address (automatically) and with consent utilizing Checkmate, DURING the transaction.

and then did not keep a record of the transaction, but the transaction went through?

I'm trying to imagine an instant check, no name affiliation, but we're blocking felons from purchasing.

Sincerely,

David L. Borges
Co-Founder, CEO/CFO
Polymer80, Inc.



C: 707-688-3631
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134 Lakes Blvd
Dayton, NV 89403

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EXHIBIT J

At Shot Show 2016, Polymer80 unveiled the PF940™; world's first 80% Glock-compatible pistol frame for the G17/22 platform. This product became an immediate success in the marketplace, and has been featured by major retailers like Brownells Inc, MidwayUSA, & Rainier Arms.

For our next project, we challenged our team to create a new pistol frame by refining the current design with improved ergonomics and new features.

Therefore at Shot Show 2017 we would like to proudly introduce the PF940C™ and usher in the next generation of the 80% Polymer pistol frames from Polymer80.

PF940C™ Compact Pistol Frame will be compatible with the Gen3 Glock 19/23 platform:

- High-Strength Reinforced Polymer Construction
- Aggressive and Adaptable Laser Grip Texture (Optional - ReadyMod™ Blank Grip)
- Picatinny/STANAG Accessory Rail
- Serialization-Ready
- Stainless Steel Locking Block Rail System
- Stainless Steel Drop-In Rear Rail Module
- Hardened Rail System Pins
- Finishing Jig and Tooling Included
- Compatible with Glock® Compact Frame Components

We plan to make the PF940C™ available to our Dealer network by middle of January 2017. Here are some of the benefits any perspective dealer should expect by adding this product to the mix:

- Unique product for all fans of DIY pistol building that will make you stand out from your competitors.
- Blank Grip frames for those customers that enjoy custom modification and stippling their pistols.
- Sell more Glock 19/23 Gen3 completion parts kits.
- No FFL required to sell this product.
- Readily convertible to 100% functioning pistol frame, for those wanting to sell through their FFL. Easily engrave the serial number on the serialization plate.

**Exhibit
0008**

11/22/2022
Alex Brodsky

CERTIFICATE OF SERVICE

I hereby certify that, on February 21, 2024, a copy of the foregoing was served via electronic and first-class mail to:

Timothy R. Rudd
Scott Lloyd Braum
Maddison McKay Duff
Scott L. Braum & Associates, Ltd.
812 East Franklin Street, Suite C
Dayton, Ohio 45459
Phone: 937-396-0089
trr@braumlaw.com
slb@braumlaw.com
mmd@braumlaw.com

Shawn Whittaker
Whittaker & Associates, PC
1401 Rockville Pike, Ste. 510
Rockville Maryland 20852
Phone: 301-838-4502
shawn@whittakermyers.com
Attorneys for Defendant Hanover Armory

Dated: February 21, 2024

/s/ James Hannaway
James Hannaway