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SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, ESSEX COUNTY
DOCKET NO. _____

GURBIR S. GREWAL, Attorney
General of the State of New
Jersey, and PAUL R. RODRÍGUEZ,
Acting Director of the New Jersey
Division of Consumer Affairs,

Plaintiffs,

v.

NEW FRONTIER ARMORY, LLC, JANE
and JOHN DOES 1-20, individually
and as owners, officers,
directors, shareholders,
founders, members, managers,
agents, servants, employees,
representatives and/or
independent contractors of NEW
FRONTIER ARMORY, LLC and XYZ
CORPORATIONS 1-20,

Defendant.

Civil Action

VERIFIED COMPLAINT

Plaintiffs Gurbir S. Grewal, Attorney General of the State
of New Jersey ("Attorney General"), with offices located at 124

Halsey Street, Fifth Floor, Newark, New Jersey 07102, and Paul R. Rodríguez, Acting Director of the New Jersey Division of Consumer Affairs ("Director"), with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey 07102, by way of this Verified Complaint state:

PRELIMINARY STATEMENT

1. On February 14, 2018, a 19-year-old walked into the Marjory Stoneman Douglas High School in Parkland, Florida, armed with an AR-15 assault rifle and over 300 rounds of ammunition, and opened fire – killing 17 students and staff and wounding 17 others. In 2016, a man in Orlando, Florida, carrying both a rifle with a 30-round magazine and a pistol with a 17-round magazine, killed 49 people at a nightclub. In 2012, a shooter in Newtown, Connecticut, killed 20 children and 6 adults at Sandy Hook Elementary School, using 30-round magazines that enabled him to fire 154 rounds in under 5 minutes. In 2011, a gunman in Tucson, Arizona, killed 6 people and wounded 13 others, including Representative Gabby Giffords, using a handgun with a 33-round magazine – an attack that ended only when that shooter paused to reload and a bystander tackled him. These are just some of the tragic mass shootings this nation has suffered in recent years.

2. To prevent gun violence, and in particular to mitigate the risk of mass shootings, New Jersey has long banned possession of large capacity ammunition magazines ("LCMs") – firearm magazines capable of holding more than the standard number of rounds provided by the manufacturer. As courts have explained, LCMs allow the owner to fire an unusually high number of bullets at a time, without ever even pausing to reload. So violence that involves LCMs can result in more shots fired, persons wounded, and wounds per victim than other gun attacks. As a result, from May 30, 1990 to June 12, 2018, New Jersey banned LCMs holding more than fifteen rounds of ammunition.

3. On June 13, 2018, Governor Phil Murphy signed into law a bill that prohibited, with limited exceptions, LCMs with a capacity of more than ten rounds of ammunition. As Governor Murphy stated, this legislation is aimed at "protect[ing] our children and families from the reckless dangers of gun violence," and "[b]y setting these higher standards for gun safety, New Jersey continues to bolster its reputation as a national leader on this critical social and public health issue." Under the law, any person who knowingly possesses an LCM is guilty of a crime of the fourth degree, punishable by fines of up to \$10,000, and by a term of imprisonment of up to eighteen months.

4. Despite New Jersey's longstanding prohibitions on magazine capacity, defendant New Frontier Armory, LLC ("Defendant" or "New Frontier Armory") has engaged in the online advertisement, offer for sale, and/or sale of LCMS to New Jersey residents, which range from 15 to 100 rounds, without informing customers that its products are illegal in New Jersey. Defendant has failed to inform New Jersey residents of the consequences of possessing LCMS, and has continued to engage in sales of LCMS to New Jersey residents despite written notice from the Attorney General demanding that it cease such activity.

5. By advertising, marketing, offering for sale, and/or selling LCMS to New Jersey residents, Defendant has committed multiple violations of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -210 ("CFA"), and the Rules Concerning Hazardous Products, N.J.A.C. 13:45A-4.1 to -4.3 ("Hazardous Products Regulations"). The Attorney General and Director therefore submit this Verified Complaint with an Order to Show Cause with Temporary Restraints seeking, among other things, to enjoin Defendant's advertisement, offer for sale, and sale of LCMS to New Jersey residents. Immediate injunctive relief is necessary to protect State residents from gun violence and potential criminal liability, and to preserve New Jersey's firearm safety laws.

JURISDICTION AND PARTIES

6. The Attorney General is charged with enforcing the CFA and all regulations promulgated thereunder, including the Hazardous Products Regulations. The Director is charged with administering the CFA and the Hazardous Products Regulations on behalf of the Attorney General.

7. By this action, the Attorney General and the Director (collectively, "Plaintiffs") seek injunctive and other relief for violations of the CFA and the Hazardous Products Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, and 56:8-19, and the New Jersey Rules Governing Civil Practice, specifically R. 4:52. Venue is proper in Essex County under R. 4:3-2 because it is the county in which at least one of the parties resides and/or in which the cause of action arose.

8. Defendant is a domestic limited liability company established in the State of Nevada on April 13, 2009. At all relevant times, Defendant has maintained a principal business address of 150 East Centennial Parkway, Suite 110, North Las Vegas, Nevada 89048, and a premise address of 55 West Mayflower Avenue, North Las Vegas, Nevada 89084.

9. Defendant's registered agent, Jessica Famiglietti, maintains a mailing address of 150 East Centennial Parkway, Suite 110, North Las Vegas, Nevada 89048.

10. John and Jane Does 1 through 20 are fictitious individuals representing the owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, and/or independent contractors of New Frontier Armory involved in the conduct giving rise to this Verified Complaint, but who are currently unknown to the Plaintiffs. Plaintiffs will amend the Verified Complaint to include these defendants when identified.

11. XYZ Corporations 1 through 20 are fictitious corporations representing any corporations involved in the conduct giving rise to this Verified Complaint, but that are currently unknown to the Plaintiffs. Plaintiffs will amend the Verified Complaint to include these defendants when identified.

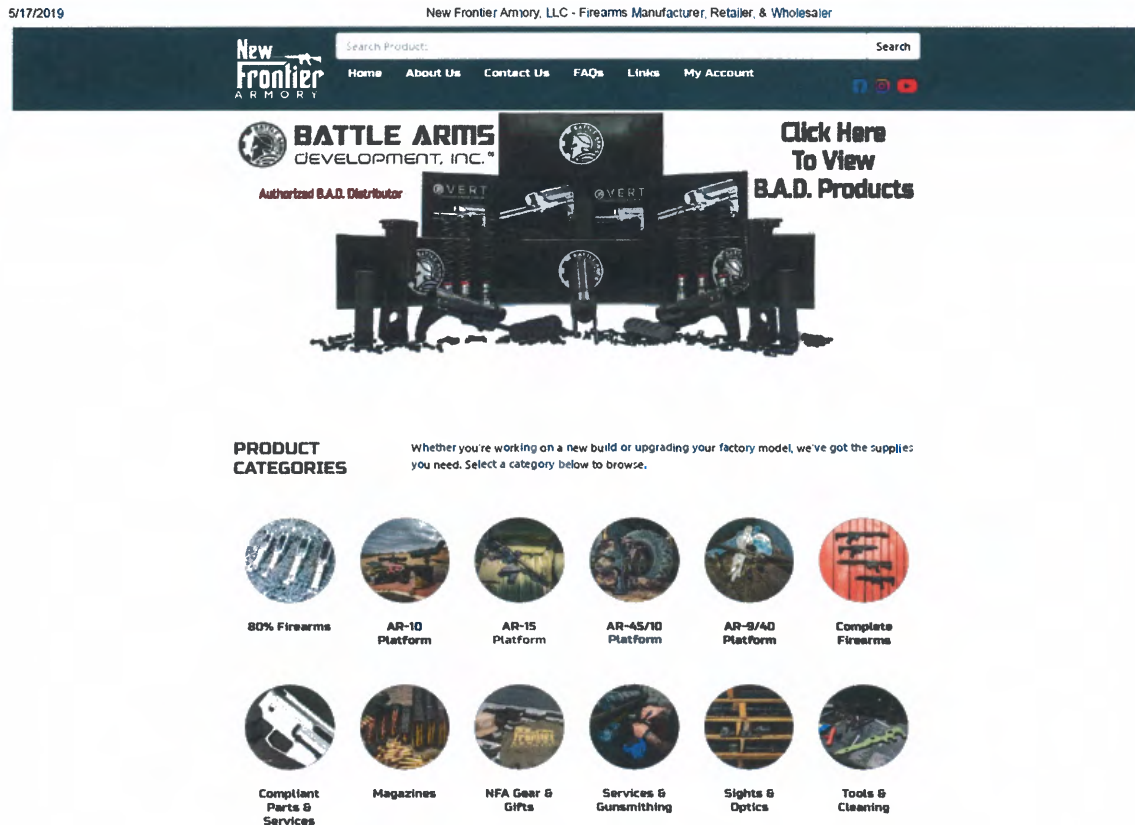
GENERAL ALLEGATIONS COMMON TO ALL COUNTS

A. Defendant's Advertisement, Offer for Sale, and/or Sale of LCMs Through Defendant's Website:

12. At all relevant times, Defendant has advertised, offered for sale, and/or sold LCMs to residents of New Jersey and elsewhere through the website located at www.newfrontierarmory.com ("Defendant's Website").

Defendant's LCMs:

13. At least as of May 17, 2019, the home page of Defendant's Website ("Defendant's Home Page") shows a link to a "Magazines" product category. Defendant's Home Page appears as follows:



<https://www.newfrontierarmory.com>

14. At least as of May 17, 2019, Defendant's Website advertised and/or offered for sale merchandise that included nineteen pistol caliber magazines. Based upon the product descriptions, the following seventeen pistol caliber magazines contained more than ten rounds of ammunition: (a) ETS 15-round 9mm Glock 19 Magazine; (b) Amend2 Glock 19 9mm 15-round Magazine;

(c) KCI Glock 9mm 17-round Magazine; (d) MAGPUL 17-round 9mm Glock 17 Magazine; (e) ETS 17-round 9mm Glock 17 Magazine; (f) Amend2 Glock 17 9mm 18-round Magazine-Black; (g) ETS 19-round .40 Glock 22 Magazine; (h) ETS 24-round .40 Glock 22 Magazine; (i) KCI Glock .45 26-round Magazine; (j) ETS 30-round .40 Glock 22 Magazine; (k) ETS MP5 30-round 9mm Magazine; (l) KCI MP5 9mm 30-round Magazine; (m) KCI 31-round .40 Glock 22 Magazine; (n) ETS 31-round 9mm Glock 18 Magazine; (o) KCI Glock 9mm 33-round Magazine; (p) ETS MP5 40-round 9mm Magazine; and (q) KCI Glock 9mm 50-round Drum.


15. At least as of May 17, 2019, Defendant's Website advertised and/or offered for sale merchandise that included eleven rifle caliber magazines. Based upon the product descriptions, the following ten rifle caliber magazines contained more than ten rounds of ammunition: (a) Amend2 AR-15 30-round Magazine-Mod2-Black; (b) Amend2 AR-15 30-round Magazine-Mod2-FDE; (c) ETS 30-round AR-15 Magazine-Smoke; (d) Lancer Systems 30-round AR-15 Magazine; (e) MAGPUL PMAG 30-round 5.56 Magazine-Black; (f) MAGPUL PMAG M2 30-round 5.56-Window; (g) MFT 30-round 5.56 Magazine-Black; (h) TorkMag 35-round AR-15 Magazine; (i) TorkMag 50-round AR-15 Magazine; and (j) KCI AR-15 100-round Drum Magazine.

16. Based upon the product descriptions, twenty-seven of the thirty magazines offered for sale by Defendant contained more than ten rounds of ammunition, ranging from 15 to 100 rounds.

17. Defendant's Website depicts the ETS 15-round 9mm Glock 19 Magazine as follows:

ETS GLK-19 15rd 9mm Glock Magazine

[Home](#) » [Product:](#) » [Magazines](#) » [Pistol Caliber](#) » ETS 15rd 9mm Glock 19 Magazine




ETS 15rd 9mm
Glock 19
Magazine

\$16.99

- **Manufacturer:** ETS
- **Model:** GLK-19 15rd 9mm Glock Magazine
- **CALIBER:** 9mm
- **-Dealer discount will appear when you add items to the cart**

In stock

[Add to cart](#) SKU: MAG-ETS9-15 Category: [Pistol Caliber](#)



[Description](#) [Additional information](#) [Reviews \(0\)](#) [Questions & Answers](#)

Description

- **Manufacturer:** ETS
- **Model:** GLK-19 15rd 9mm Glock Magazine
- **CALIBER:** 9mm
- **Compatible With:** Glock Pistols and AR-9 Lower Receivers designed for Glock style magazines

<https://www.newfrontierarmory.com/shop/ets-gl-19-15rd-9mm-glock-magazine/>

18. Defendant's Website depicts the Lancer Systems 30-round AR-15 Magazine as follows:

5/31/2019

Lancer Systems L5 Advanced Warfighter AR-15 Magazine 30rd Black - L5AWM30

[Home](#) » [Products](#) » [Magazines](#) » [Rifle Caliber](#) » [Lancer Systems 30rd AR-15 Magazine](#)

Sale!



New
Frontier
ARMORY

Lancer Systems 30rd AR-15 Magazine

(1 customer review)

~~MSRP~~ **\$15.99**

- **Manufacturer:** Lancer Systems
- **Model:** L5AWM30 — 30rd Ar-15 Magazine, Black
- **CALIBER:** 5.56mmx45 / .223 REM
- **-Dealer Price will appear in cart when logged in**

In stock

1

Add to cart

SKU: MAG-L5AWM30 Category: [Rifle Caliber](#)

[Description](#) [Additional information](#) [Reviews \(1\)](#) [Questions & Answers](#)

Description

- **Manufacturer:** Lancer Systems
- **Model:** L5AWM30 — 30rd Ar-15 Magazine, Black
- **CALIBER:** 5.56mmx45 / .223 REM
- **Compatible With:** AR-15, M-16, M-4, HK416, ARX160, SCAR16, SA80, SIG556, ACR and most other AR-15 Variants

<https://www.newfrontierarmory.com/shop/lancer-systems-l5-advanced-warfighter-ar-15-magazine/>

19. Defendant's Website depicts the KCI AR-15 100-round Drum Magazine as follows:

5/17/2019

KCI AR-15 100 Round Drum Magazine

[Home](#) » [Products](#) » [Magazines](#) » [Rifle Caliber](#) » KCI AR-15 100 Round Drum Magazine

Sale!



KCI AR-15 100 Round Drum Magazine

~~Price~~ **\$129.99**

- **Manufacturer:** KCI
- **Model:** AR-15 100 Round Drum Magazine
- **CALIBER:** 5.56
- **-Dealer discount will appear when you add items to the cart**

In stock

[Add to cart](#) SKU: MAG-KCI-AR15-100 Category: [Rifle Caliber](#)



[Description](#) [Additional information](#) [Reviews \(0\)](#) [Questions & Answers \(1\)](#)

Description

- **Manufacturer:** KCI
- **Model:** AR-15 100 Round Drum Magazine
- **CALIBER:** 5.56

<https://www.newfrontierarmory.com/shop/kci-ar-15-100-round-drum-magazine/>

Defendant's Statements:

20. Defendant's Website stated the following as to most LCMs advertised and offered for sale:

ATTENTION . . . Large/High Capacity Magazine Restrictions: Large/high capacity magazines are not legal in all areas of the U.S. Please be aware of your local laws prior to ordering. Orders with prohibited items shipping to areas that have large/high capacity magazine bans will be canceled and a 15% restocking fee will be deducted from refunded payments. (To include any orders placed for shipping to California after 5:00 PM PST on 4/5/2019.)

21. Defendant's Website does not include any statements restricting and/or prohibiting the sale and/or shipment of LCMs to New Jersey residents.

22. Defendant's Website does not include any statement that New Jersey law makes it a fourth-degree crime, punishable by fines of up to \$10,000 per violation and imprisonment of up to eighteen months, to knowingly possess an LCM. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(4).

B. New Jersey's Firearm Safety Laws:

23. N.J.S.A. 2C:39-1 to -20 regulates the possession, sale, manufacture, and transport of firearms in New Jersey.

24. Effective June 13, 2018, New Jersey amended its firearms laws to reduce the maximum capacity of ammunition magazines from

fifteen to ten rounds. N.J.S.A. 2C:39-1(y); N.J.S.A. 2C:39-3(j).

The law specifically provides, in pertinent part:

Any person who knowingly has in his possession a large capacity ammunition magazine is guilty of a crime of the fourth degree unless the person has registered:

(1) an assault firearm pursuant to section 11 of [N.J.S.A. 2C:58-12] and the magazine is maintained and used in connection with participation in competitive shooting matches sanctioned by the Director of Civilian Marksmanship of the United States Department of the Army; or (2) a firearm with a fixed magazine capacity or detachable magazine capable of holding up to 15 rounds pursuant to section 7 of [N.J.S.A. 2C:39-20].

[N.J.S.A. 2C:39-3(j).]

25. As used in N.J.S.A. 2C:39-3(j), a "large capacity ammunition magazine" means:

[A] box, drum, tube or other container which is capable of holding more than 10 rounds of ammunition to be fed continuously and directly therefrom into a semi-automatic firearm. The term shall not include an attached tubular device which is capable of holding only .22 caliber rimfire ammunition.

[N.J.S.A. 2C:39-1(y).]

26. Under New Jersey law, the knowing possession of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and by a term of imprisonment of up to eighteen months. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(4).

C. **2018 Division of Criminal Justice Undercover Purchase of LCMs from Defendant:**

27. On August 2, 2018, acting in an undercover capacity, a Detective from the New Jersey Division of Criminal Justice ("DCJ") purchased LCMs from Defendant through Defendant's Website.

28. The undercover purchase consisted of three Magpul PMAG 30-round 5.56x45/.223 Magazines, which were priced at \$14.99 each. The cost of the order, with shipping, was \$61.12, which was charged to an undercover credit card. The ordered items were to be shipped to an undercover New Jersey address.

29. Shortly after the order was placed, Defendant sent e-mails to an undercover email address confirming the order and stating that it was being processed.

30. On August 6, 2018, the DCJ Detective arranged for the pick-up of the package shipped from Defendant and, thereafter, took possession of it.

31. The shipping label stated that the package was sent from "New Frontier Armory, Distribution Center, 55 W Mayflower Ave, North Las Vegas NV 89030-3951." The package was comprised of three Magpul PMAG 30-round 5.56x45/.223 Magazines. The DCJ Detective photographed the contents of the package, which were then secured and entered into evidence.

D. Attorney General's Cease and Desist Letter:

32. On January 7, 2019, the Attorney General issued a cease and desist letter to Defendant demanding that it stop advertising, selling, and/or shipping LCMS to New Jersey.

33. The Attorney General explained that LCMS are defined by New Jersey law as "a box, drum, tube or other container which is capable of holding more than 10 rounds of ammunition to be fed continuously and directly therefrom into a semi-automatic firearm." The Attorney General stated that, "any person who manufactures, causes to be manufactured, transports, ships, sells or disposes of an [LCM] which is intended to be used for any purpose other than for authorized military or law enforcement purposes . . . is guilty of a crime of the fourth degree."

34. The Attorney General informed Defendant that in 2018, DCJ ordered LCMS from the company that were shipped to an address in New Jersey. The Attorney General notified Defendant that its sales of LCMS into New Jersey violate New Jersey law.

35. The Attorney General also demanded that Defendant provide to DCJ details of all sales of ammunition magazines capable of holding fifteen rounds or more to any New Jersey address since January 1, 2014, including the name and address of the purchaser and the specific ammunition magazine purchased.

36. Finally, the Attorney General warned Defendant that “[s]hould you fail to comply with this demand and fail to provide a list of LCMS your company shipped to New Jersey addresses within 15 days, my Office will initiate legal action.”

37. On January 22, 2019, Defendant responded to the Attorney General’s letter by stating that due to its website redesign/redevelopment, it does not have the capacity to review order history outside of the previous ninety days. Defendant also stated that within the previous ninety-day timeframe, it had no record of having shipped LCMS into New Jersey.

38. Further, Defendant stated that “we have notified our distribution center staff of your current New Jersey law” and that it had added the following statement to all magazine product pages over ten rounds:

***ATTENTION** Large/High Capacity Magazine Restrictions: Large/high capacity magazines are not legal in all areas of the U.S. Please be aware of your local laws prior to ordering. Orders with prohibited items shipping to areas that have large/high capacity magazines bans will be canceled and a 15% restocking fee will be deducted from refunded payments.*

E. 2019 Division of Consumer Affairs Undercover Purchase of LCMS from Defendant:

39. On May 23, 2019, using an undercover identity, an Investigator from the New Jersey Division of Consumer Affairs

("Division") accessed Defendant's Website to make an undercover purchase of LCMs.

40. First, the Division Investigator accessed the "Magazines" product category on Defendant's Website, and then accessed the "Pistol Caliber" products. From that page, the Division Investigator selected the ETS 15-round 9mm Glock 19 Magazine, SKU MAG-ETS9-15, priced at \$16.99, and added it to the purchase.

41. Second, the Division Investigator proceeded to the "Rifle Caliber" products within the "Magazines" product category on Defendant's Website. From that page, the Division Investigator selected the following: (1) the Lancer Systems 30-round AR-15 Magazine, SKU MAG-L5AWM30, priced at \$15.99; and (2) the KCI AR-15 100-round Drum Magazine, SKU MAG-KCI-AR15-100, priced at \$129.99. The Division Investigator then added these items to the purchase.

42. The order totaled \$179.82 which was charged to an undercover credit card. The three LCMs were to be shipped to an undercover New Jersey location. Defendant confirmed the order by assigning it an order number and by issuing an invoice number.

43. On May 23, 2019, Defendant sent a transaction receipt confirming the order by an e-mail to the undercover e-mail address.

44. Later that day, Defendant sent an e-mail to the undercover e-mail address, stating that "Your order is being shipped" and providing a USPS tracking number.

45. On May 29, 2019, the Division Investigator, accompanied by another Division Investigator, met with a DCJ Sergeant and proceeded to the undercover location to take possession of Defendant's shipment. The DCJ Sergeant took possession of the package, and accompanied the Division Investigators to the Division's offices.

46. The shipping box label stated that the package was sent from "New Frontier Armory, Distribution Center, 55 W. Mayflower Ave, North Las Vegas NV 89030-3951."

47. Once at the Division's offices, the DCJ Sergeant opened the package and inventoried its contents. The package included all of the items the Division Investigator ordered on May 23, 2019, specifically: (a) the ETS 15-round 9mm Glock 19 Magazine, SKU MAG-ETS9-15, priced at \$16.99; (b) the Lancer Systems 30-round AR-15 Magazine, SKU MAG-L5AWM30, priced at \$15.99; and (c) the KCI AR-15 100-round Drum Magazine, SKU MAG-KCI-AR15-100, priced

at \$129.99. The package included a packing list that reflected these items.

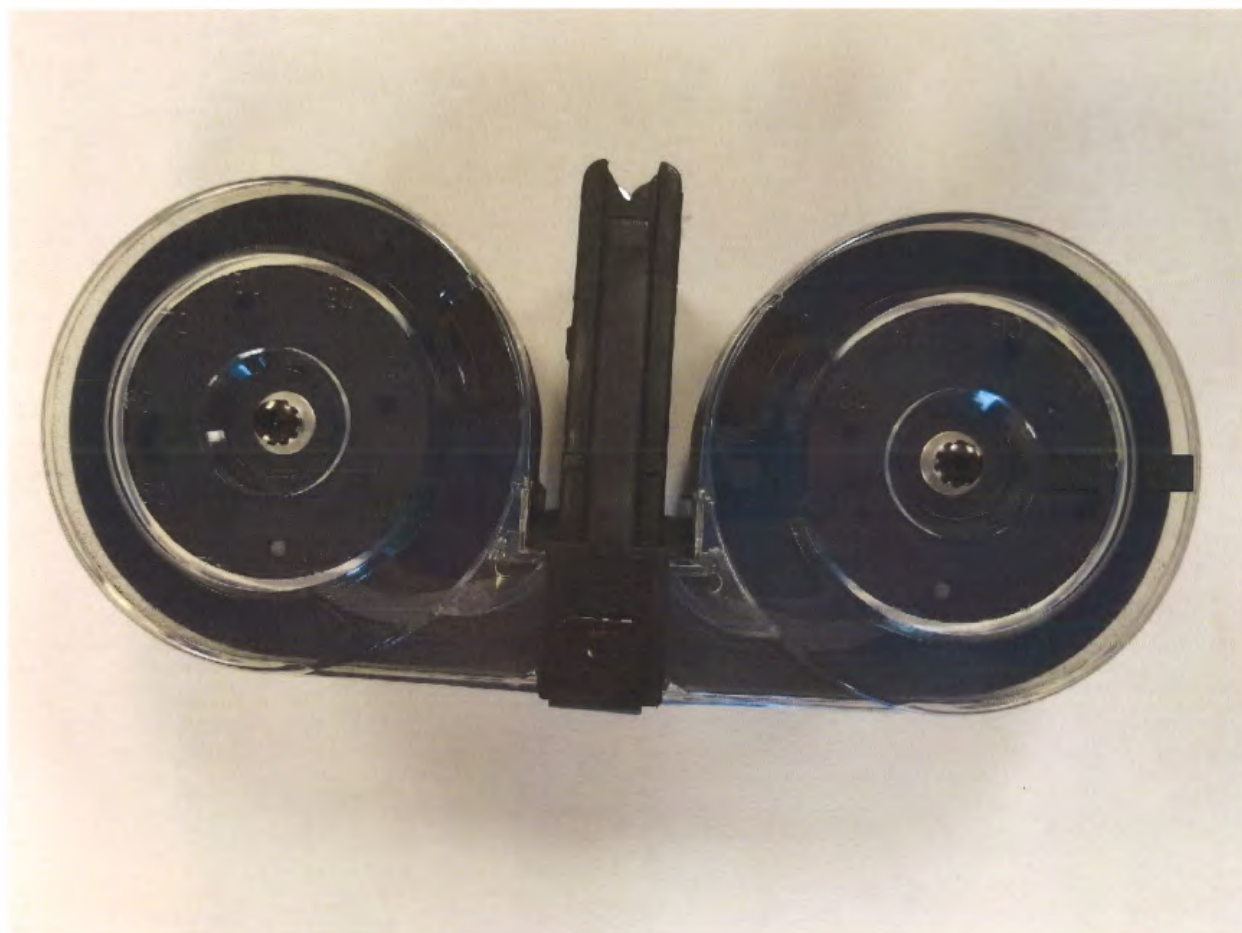
48. The ETS 15-round 9mm Glock 19 Magazine package contents appeared as follows:




49. The Lancer Systems 30-round AR-15 Magazine package appeared as follows:



50. The KCI AR-15 100-round Drum Magazine and package appeared as follows:



Round Count Indicator

KCI USA 

AR-15

100 RD MAGAZINE


Limited Lifetime Warranty

Reinforced Steel Feed Lips

What's Included
in a box

- KCI USA Magazine
- User Manual
- Carrying Case
- Magazine Loader
- Graphite Lubrication

KCIUS.com
SKU: KCI-MZ001



51. Afterwards, the DCJ Sergeant repackaged the items and retained possession of the package.

COUNT I

VIOLATIONS OF THE CFA BY DEFENDANT
(UNCONSCIONABLE COMMERCIAL PRACTICES AND DECEPTION)

52. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 51 as if more fully set forth herein.

53. The CFA, N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing[] concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise . . . , whether or not any person has in fact been misled, deceived or damaged thereby

54. The CFA defines "advertisement" as including "the attempt directly or indirectly by publication, dissemination, solicitation, indorsement or circulation or in any other way to induce directly or indirectly any person to enter or not enter into any obligation or acquire any title or interest in any merchandise or to increase the consumption thereof" N.J.S.A. 56:8-1(a).

55. The CFA defines "sale" as including "any sale, rental or distribution, offer for sale, rental or distribution or attempt directly or indirectly to sell, rent or distribute" N.J.S.A. 56:8-1(e).

56. The CFA defines "merchandise" as including "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c).

57. At all relevant times, Defendant has been engaged in the advertisement, offering for sale, and sale of merchandise – specifically LCMs – within the meaning of N.J.S.A. 56:8-1(c).

58. New Jersey law makes it a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months, to knowingly possess an LCM. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(4).

59. In advertising, offering for sale, and/or selling LCMs to New Jersey residents, Defendant has engaged in unconscionable commercial practices and acts of deception.

60. Defendant's unconscionable commercial practices and acts of deception include, but are not limited to:

- a. On Defendant's Home Page advertising, offering for sale, and/or selling pistol caliber magazines and rifle caliber magazines containing more than ten rounds of ammunition to New Jersey residents, despite that the possession of LCMs is a fourth-degree crime, punishable by fines of up to \$10,000,

and by a term of imprisonment up to eighteen months;

- b. Through Defendant's Website advertising, offering for sale, and/or selling seventeen pistol caliber magazines ranging from fifteen to fifty rounds including: (a) ETS 15-round 9mm Glock 19 Magazine; (b) KCI Glock 9mm 17-round Magazine; (c) Amend2 Glock 17 9mm 18-round Magazine-Black; (d) ETS 19-round .40 Glock 22 Magazine; (e) ETS 24-round .40 Glock 22 Magazine; (f) KCI Glock .45 26-round Magazine; (g) ETS 30-round .40 Glock 22 Magazine; (h) KCI 31-round .40 Glock 22 Magazine; (i) KCI Glock 9mm 33-round Magazine; (j) ETS MP5 40-round 9mm Magazine; and (k) KCI Glock 9mm 50-round Drum to New Jersey residents, when the possession of such items constitutes a criminal offense in New Jersey;
- c. Through Defendant's Website advertising, offering for sale, and/or selling 10 rifle caliber magazines ranging from 30 to 100 rounds including: (a) Amend2 AR-15 30-round Magazine-Mod2-Black; (b) TorkMag 35-round AR-15 Magazine; (c) TorkMag 50-round AR-15 Magazine; and (d) KCI AR-15 100-round Drum Magazine to New Jersey residents, when the possession of such items constitutes a criminal offense in New Jersey;
- d. On Defendant's Website stating "[o]rders with prohibited items shipping to areas that have large/high capacity magazine bans will be canceled and a 15% restocking fee will be deducted from refund payments" but then proceeding to ship LCMS to New Jersey;
- e. Failing to cease and desist from the advertisement, offering for sale, and/or sale of LCMS to New Jersey residents following receipt of the Attorney General's cease and desist letter; and
- f. Selling and delivering an ETS 15-round 9mm Glock 19 Magazine, a Lancer Systems 30-round AR-15 Magazine, and a KCI AR-15 100-round Drum Magazine

to a New Jersey resident when the possession of such items in New Jersey is a criminal offense.

61. Each unconscionable commercial practice and act of deception constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT II

VIOLATIONS OF THE CFA BY DEFENDANT
(MISREPRESENTATIONS AND KNOWING OMISSIONS OF MATERIAL FACT)

62. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 61 as if more fully set forth herein.

63. In advertising, offering for sale, and/or selling LCMs to New Jersey residents, Defendant has engaged in misrepresentations and knowing omissions of material fact.

64. Defendant's misrepresentations and knowing omissions of material fact in violation of the CFA include, but are not limited to:

- a. Misrepresenting on Defendant's Website that "[o]rders with prohibited items shipping to areas that have large/high capacity magazine bans will be canceled and a 15% restocking fee will be deducted from refund payments"; and
- b. Failing to disclose on Defendant's Website that the possession by a New Jersey resident of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months.

65. Each misrepresentation and knowing omission of material fact by Defendant constitutes a separate violation under the CFA, N.J.S.A. 56:8-2.

COUNT III

VIOLATIONS OF THE HAZARDOUS
PRODUCTS REGULATIONS BY DEFENDANT

66. Plaintiffs repeat and reallege the allegations contained in paragraphs 1 through 65 above as if more fully set forth herein.

67. The Hazardous Products Regulations, specifically N.J.A.C. 13:45A-4.1(b), provides:

It shall be an unconscionable practice for any person, including any business entity, to advertise or market to, or otherwise solicit the sale from, a resident of this State, a consumer product that is illegal to possess or use in this State or a consumer product that is illegal to possess or use in this State without a valid permit or license, where the possession or use, or the possession or use without a valid permit or license, would subject the person possessing or using the product to criminal prosecution, without clearly and conspicuously disclosing that the product is illegal to possess or use in this State, or to possess or use in this State without a valid permit or license, as the case may be.

68. At all relevant times, Defendant advertised, marketed, offered for sale, and sold consumer products – specifically LCMs – to New Jersey residents within the meaning of N.J.A.C. 13:45A-4.2.

69. In advertising, marketing, offering for sale, and/or selling LCMS to New Jersey residents, Defendant has violated the Hazardous Products Regulations. Defendant's prohibited conduct includes, but is not limited to:

- a. Failing to clearly and conspicuously disclose on Defendant's Website that in New Jersey the possession of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months.

70. Each violation of the Hazardous Products Regulations by Defendant constitutes a per se violation of the CFA, N.J.S.A. 56:8-2.

PRAYER FOR RELIEF

WHEREFORE, based upon the foregoing allegations, Plaintiffs respectfully request that the Court enter judgment:

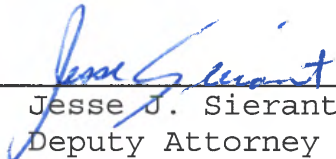
- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 to -210, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3;
- (b) Permanently enjoining Defendant and any owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under its control, from engaging in or continuing to engage in any acts in violation of the CFA, N.J.S.A. 56:8-1 to -210, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3;
- (c) Permanently enjoining Defendant and any owners, officers, directors, shareholders, founders,

members, managers, agents, servants, employees, representatives, independent contractors, and all other persons or entities directly under its control, from engaging in the activity that is the subject of Plaintiffs' request for temporary and preliminary injunctive relief, as set forth in the accompanying Order to Show Cause with Temporary Restraints Pursuant to Rule 4:52;

- (d) Ordering Defendant to block the shipping of any LCM to any New Jersey address;
- (e) Ordering Defendant to include on the homepage and the checkout page of Defendant's Website a clear and conspicuous statement such as: "Important Notice for Purchaser: In New Jersey, subject to limited exceptions, it is a fourth-degree crime, punishable by fines and imprisonment, to possess a Large Capacity Ammunition Magazine";
- (f) Ordering Defendant to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -210, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3, including, but not limited to, the acts and practices alleged in this Verified Complaint;
- (g) Directing Defendant to pay the maximum statutory civil penalties for each and every violation of the CFA in accordance with N.J.S.A. 56:8-13;
- (h) Directing Defendant to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and

- (i) Granting such other relief as the interests of justice may require.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

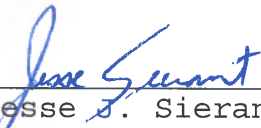
By:  _____
Jesse J. Sierant
Deputy Attorney General

Dated: June 18, 2019
Newark, New Jersey

RULE 4:5-1 CERTIFICATION

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 to -210, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3, is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: 

Jesse J. Sierant
Deputy Attorney General

Dated: June 18, 2019
Newark, New Jersey

RULE 1:38-7(c) CERTIFICATION OF COMPLIANCE

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Jesse Sierant
Jesse J. Sierant
Deputy Attorney General

Dated: June 18, 2019
Newark, New Jersey

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Jesse J. Sierant, Deputy Attorney General, is hereby designated as trial counsel on behalf of Plaintiffs.

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Plaintiffs

By: Jesse Sierant
Jesse J. Sierant
Deputy Attorney General

Dated: June 18, 2019
Newark, New Jersey

VERIFICATION

I, Aziza Salikhova, of full age, hereby certifies as follows:

1. I am an Investigator with the New Jersey Division of Consumer Affairs ("Division"), Office of Consumer Protection.

2. I have read the foregoing Verified Complaint and on my own personal knowledge and review of documents in possession of the Division, I know that the facts set forth herein are true and they are incorporated in this certification by reference, except for those alleged upon information and belief.

3. I certify that the above statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



AZIZA SALIKHOVA

Dated: June 18, 2019
Newark, New Jersey