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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF COOS

VIVIAN ENGLUND, a Washington resident,)	Case No. 16CV00598
and Personal Representative for the Estate of)	
Kirsten Englund,	)	THIRD AMENDED COMPLAINT
	)	(Wrongful Death, Negligence, Negligence
Plaintiff,	)	<i>Per Se</i> , Negligent Entrustment, Gross
	)	Negligence, Public Nuisance, Punitive
vs.	)	Damages)
)	
WORLD PAWN EXCHANGE, LLC, an	)	(Amount of Prayer: \$18,000,000)
Oregon for-profit corporation, J&G II, INC.)	
d/b/a J&G Sales, Ltd., an Arizona for-profit	)	CLAIM NOT SUBJECT TO
corporation, RICHARD JAMES SINATRA,	)	MANDATORY ARBITRATION
and Oregon resident, and DIANE BOYCE, an	)	(Pursuant to UTCR 13.060)
Oregon resident,)	
	)	Jury Trial Requested
)	
Defendants.	)	Filing Fee Under Oregon Laws 2012, ch. 48,
	)	§ 2 and ORS § 21.160(1)(d): \$755

Plaintiff alleges:

1.

On three separate occasions over less than three months Defendant World Pawn Exchange, LLC (“WPE”) transferred guns to Diane Boyce, a straw purchaser, in violation of federal and Oregon laws and without exercising reasonable care. Two of these guns were purchased over the Internet from J&G II, Inc. (“J&G”). Laws against the sale of guns to straw purchasers exist to prevent guns from falling into the hands of people who should not

1 have them. Despite indicators that these sales were illegal straw purchases, defendants WPE
2 and J&G disregarded those laws. Predictably, the illegally transferred guns reached a person
3 who should not have had them: a dangerous and delusional, mentally-ill, 30 year-old man
4 named Jeffrey Boyce, the son of straw purchaser Diane Boyce. On April 28, 2013, armed
5 with the arsenal acquired from WPE and J&G, Jeffrey approached an unarmed female
6 stranger who happened to be parked at the side of the road admiring a scenic view, shot her
7 dead, and then lit her body on fire. The victim was Kirsten Englund. By following
8 applicable laws and industry standards, WPE and J&G would have prevented this mentally ill
9 man from obtaining the gun he used to kill Kirsten Englund and the other guns he had with
10 him at the time of Kirsten Englund’s murder. Instead, Kirsten’s senseless death was due
11 directly to the negligence of WPE and J&G.

12 **PARTIES & VENUE**

13 2.

14 Plaintiff Vivian Englund (“Plaintiff”) is the sister of Kirsten Englund and the duly
15 appointed personal representative of her estate. Vivian Englund resides in Washington.
16 Andrew Wiegardt and Nicholas Wiegardt are the sons of Kirsten Englund and beneficiaries
17 of her estate.

18 3.

19 Defendant World Pawn Exchange, LLC (“WPE”) operates a pawn shop and is a
20 federally licensed firearm dealer (License No. 9-93-011-02-4E-02017) doing business as
21 “World Pawn Exchange.” At all relevant times WPE has been located at 1980 Sherman
22 Avenue, North Bend, Oregon 97459. WPE has sustained, continuous business activity in
23 Multnomah County, Oregon; among other things, Defendant WPE sells and transfers guns
24 into and out of Multnomah County, Oregon. Defendant WPE maintains a registered agent

1 for service of process in Marion County, Oregon at National Registered Agents, Inc., 388
2 State Street, Suite 420, Salem, Oregon 97301. WPE maintains a website
3 (worldpawnexchange.com) on which there are links to two separate webpages devoted to the
4 sale of firearms: (a) Davidson’s Gun Order (gunstores.net); and (b) Gunbroker
5 (gunbroker.com).

6 4.

7 Defendant Richard James Sinatra (“Mr. Sinatra”) resides in Salem, Oregon and is the
8 owner-operator of WPE. For purposes of this Complaint, all references to WPE are also
9 references to Mr. Sinatra.

10 5.

11 Defendant J&G II, Inc. is a federally-licensed firearms dealer (License No. 9-86-025-
12 01-8A-36972) doing business as J&G Sales, Ltd. and is an Arizona for-profit corporation
13 located at P.O. Box 10400, 440 Miller Valley Road, Prescott, AZ 86304. Its statutory agent
14 is Brad J. Desaye, who is located at 720 Elrod Road, Prescott, AZ 86301. Upon information
15 and belief, J&G has sustained, continuous business activity in Multnomah County, Oregon;
16 among other things, Defendant J&G sells and transfers guns into and out of Multnomah
17 County, Oregon.

18 **BACKGROUND REGARDING LAWS AND POLICIES TO PREVENT**
19 **THE TRANSFER OF GUNS TO STRAW PURCHASERS**

20 6.

21 As federally licensed firearms dealers, WPE and J&G are required by federal law to
22 keep and maintain accurate records of firearm transactions. *See* 18 U.S.C. § 922(m); 27
23 C.F.R. § 478.125.

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7.

Federal law – including, but not limited to, 18 U.S.C. §§ 922(a)(6), 922(d), 922(m), 924(a)(1), 924(a)(2) and 924(a)(3) – bars the sale of firearms or ammunition to “straw purchasers” who acquire firearms from a gun dealer on behalf of another person by providing false information in connection with the purchase of the firearms.

8.

Among other things, it is illegal for any person in connection with the acquisition of a firearm from a licensed dealer to knowingly make any false oral or written statements or to furnish or exhibit any false, fictitious, or misrepresented identification, intended or likely to deceive a firearms dealer with respect to any fact material to the lawfulness of the sale or other disposition of a firearm. 18 U.S.C. § 922(a)(6). Firearms dealers are prohibited from aiding and abetting the making of false statements or providing false documents.

9.

The United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) requires that, for each over-the-counter gun sale, purchasers and dealers complete its Firearms Transaction Record (“Form 4473”). The purpose of Form 4473 is explained on the form itself:

The information and certification on this form are designed so that a person licensed under 18 U.S.C. § 923 [a gun dealer] may determine if he or she may lawfully sell or deliver a firearm to the person identified [on the form] in Section A, and to alert the buyer of certain restrictions on the receipt and possession of firearms. ... The seller of a firearm must determine the lawfulness of the transaction and maintain proper records of the transaction. Consequently, the seller must be familiar with the provisions of 18 U.S.C. §§ 921-931 and the regulations in 27 CFR Part 478. ...

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10.

Section A, Question 11.a. of Form 4473 asks, “Are you the actual transferee/buyer of the firearm(s) listed on this form?” It also contains in bold the following warning:

Warning: You are not the actual buyer if you are acquiring the firearm(s) on behalf of another person. If you are not the actual buyer, the dealer cannot transfer the firearm(s) to you.

11.

In order to obtain a firearm, a purchaser must make the following certifications on Form 4473:

- “I understand that answering ‘yes’ to question 11.a. if I am not the actual buyer is a crime punishable as a felony under Federal law.”
- “I also understand that making any false oral or written statement, or exhibiting any false or misrepresented identification with respect to this transaction, is a crime punishable as a felony under Federal law, and may also violate State and/or local law.”

Form 4473 also specifically instructs in relevant part:

For purposes of this form, you are the actual transferee/buyer if you are purchasing the firearm for yourself or otherwise acquiring the firearm for yourself (e.g., *redeeming the firearm from pawn/retrieving it from consignment, firearm raffle winner*). You are also the actual transferee if you are legitimately purchasing the firearm as a gift for a third party. **ACTUAL TRANSFEREE/BUYER EXAMPLES:** Mr. Smith asks Mr. Jones to purchase a firearm for Mr. Smith. Mr. Smith gives Mr. Jones the money for the firearm. Mr. Jones is **NOT THE ACTUAL TRANSFEREE/BUYER** of the firearm and must answer “NO” to question 11.a. The licensee may not transfer the firearm to Mr. Jones....

12.

In order to sell a firearm over-the-counter, a dealer must certify that its answers on the Form 4473 are correct, that it has verified the identification of the purchaser and that it has no reason to believe that it is unlawful to sell or transfer the firearm to the person identified on the Form 4473.

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13.

Federally licensed firearms dealers are “the ‘principal agent[s] of federal enforcement’ in ‘restricting [criminals’] access to firearms” and have “the responsibility to ‘[e]nsure that, in the course of sales or other dispositions ..., weapons [are not] obtained by individuals whose possession of them would be contrary to the public interest.’” *Abramski v. United States*, 134 S. Ct. 2259, 2273 (2014) (quoting *Huddleston v. United States*, 94 S. Ct. 1262, 1268 (1974)). Because federal firearms licensees play a critical role in identifying straw purchasers, the ATF encourages dealers to call law enforcement or the nearest ATF office to report suspicious or illegal transactions.

14.

Straw purchases are also illegal under Oregon law. More particularly, in Oregon, it is illegal to provide a false name or other false information in connection with the purchase of a firearm. ORS § 166.416 (2011). It is also illegal for a gun dealer to transfer a firearm in intentional violation of Oregon’s requirement that it “obtain the signature of the **purchaser**” on the firearms transaction record. ORS §§ 166.412(2)(b) and 166.418 (2011) (emphasis added).

15.

Most firearms dealers are responsible businesspeople who take care to prevent the sales of guns to criminals and those who supply them, such as straw purchasers. Indeed, almost 90% of firearms dealers sell zero (0) firearms traced to crime in any given year. However, a small percentage of firearm dealers are known to intentionally or negligently divert firearms to criminals, supplying the vast majority of guns used in crimes.

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16.

Straw purchases are one of the primary ways in which guns are diverted from dealers for criminal uses.

17.

Straw purchasers are individuals who fraudulently and illegally represent themselves as buying guns on their own behalf, but really are acting on behalf of others. In many cases, straw purchasers buy guns for individuals who are prohibited themselves from purchasing weapons (*e.g.*, because of a criminal history, history of mental illness, or illegal drug use), or who otherwise wish to conceal the fact that they are obtaining weapons. However, the straw purchaser who purchases a gun to provide to a legitimate purchaser equally violates federal and Oregon law.

18.

Selling guns to straw purchasers is by no means an inevitable or unavoidable risk of being a firearms dealer. The vast majority of firearms dealers take appropriate precautions to ensure that they do not sell guns to straw purchasers or other persons with criminal purposes.

19.

This suit does not challenge the right of law-abiding citizens to purchase firearms as permitted by federal and Oregon law, nor does it challenge responsible, licensed firearm dealers' proper and lawful operation of their business of responsibly selling guns to bona fide purchasers. In fact, Plaintiff recognizes that the vast majority of firearms dealers sell no guns traced to crimes.

20.

But when gun dealers, such as WPE and J&G, irresponsibly supply dangerous individuals with guns via straw purchasers, such as Ms. Boyce, both the dealers and the straw

1 purchaser create a reasonably foreseeable risk of harm, in this case causing the senseless
2 murder of Kirsten Englund.

3 21.

4 Whether a firearms dealer will sell to a straw purchaser cannot be predicted by where
5 it is located (*i.e.*, whether it is in a high crime area) or by its sales volume. What is predictive
6 of whether a firearms dealer will sell to a straw purchaser is whether it exercises due care and
7 follows industry standards in how and to whom it sells guns. Firearms dealers' sales
8 practices and procedures and the business decisions they make regarding whether to sell guns
9 to suspicious persons directly affect the probability that their guns will be diverted to
10 criminals or the criminal market.

11 22.

12 A publicly-available report released by the United States Department of Justice
13 entitled *Gun Violence Reduction: National Integrated Firearms Violence Reduction Strategy*
14 details how firearms dealers' business practices and procedures work directly to either
15 facilitate criminal handgun acquisition or prevent it. The report advocates the
16 implementation of "a code of conduct and comprehensive training for dealers, to ensure that
17 handguns are not stolen or sold to criminals or straw purchasers." The U.S. Department of
18 Justice also pledges federal support to encourage and assist gun sellers in playing an active
19 role preventing handguns from coming into the hands of criminals.

20 23.

21 The National Shooting Sports Foundation ("NSSF") also has publicly recognized and
22 communicated to firearms dealers and the rest of the firearms industry that it is not
23 reasonable or adequate for firearms dealers to rely on the veracity of prospective purchasers'
24 written answers to questions on federally-required Form 4473s. A person willing to act as a

1 straw purchaser is by definition willing to misrepresent his or her intention on Form 4473
2 and falsely represent that he or she is the actual buyer of the gun being sold, as Ms. Boyce
3 did here.

4 24.

5 NSSF has issued and communicated to the firearms industry a recommended sales
6 protocol under which firearms dealers should screen suspicious purchasers with a set of
7 questions, beyond those on the Form 4473 itself, and not sell a firearm to a person unless the
8 dealer has no doubts about the legitimacy of the sale.

9 25.

10 The ATF and NSSF, through a joint program entitled “Don’t Lie for the Other Guy,”
11 make clear that firearms dealers have an obligation to not simply rely on whether a
12 prospective purchaser states on the Form 4473 that she is not buying the firearm for someone
13 else, but rather, dealers must confirm the legality of the gun sales they make and not
14 complete a sale when there are grounds to be uncertain as to whether the purchaser is buying
15 the gun for someone else.

16 26.

17 The joint ATF/NSSF program sets forth recommended practices for ensuring that
18 guns sold by gun dealers are not sold to straw purchasers and passed on to criminals. By way
19 of example, it provides:

20 Questions For All Purchasers You Do Not Personally Know:

- 21 1. Is the handgun for you or for someone else?
- 22 2. If someone else, is this a gift?
- 23 3. What is the intended use – personal protection, deer hunting, target shooting?
- 24 4. What type of firearm are you interested in or most comfortable with?

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If suspicions arise, it is more prudent to **follow the precautionary principle of politely refusing the sale** to protect yourself from the risk of contributing to a possible illegal transaction. It's not just good business. It's your responsibility.

“Don't Lie for the Other Guy: A Retailer's Guide to Recognizing and Deterring Strawman Purchases.” (Emphasis in original).

27.

Responsible firearms dealers use best practices including asking prospective purchasers questions such as their experience with firearms, their intended use of the firearms, and whether they are buying the firearm(s) for themselves. This is done both to provide customers with the product that they want and is best for them, and to screen for potential straw purchasers.

28.

A firearms dealer exercising reasonable care would know that straw purchasers and firearms traffickers often purchase multiple firearms within relatively short periods of time, particularly certain types of firearms, including certain semiautomatic firearms and handguns. Therefore, a reasonable, law-abiding firearms dealer would subject customers to heightened scrutiny if and when they buy a second or third semiautomatic handgun in a limited period of time, to determine if they are a straw purchaser or trafficker.

29.

In short, ATF and NSSF have made clear that gun dealers violate their duties if they bury their heads in the sand and fail to inquire about or ignore potential indicators of a straw purchase or otherwise illegal sale.

///

///

1 **ALLEGATIONS**

2 30.

3 WPE buys and sells guns throughout the State of Oregon. It also serves as a
4 middleman for gun sales made between purchasers and both in-state and out-of-state gun
5 dealers, including purchases made via the Internet.

6 31.

7 J&G specializes in the sale of guns and ammunition. Through its website, Defendant
8 J&G engages in the interstate sale of guns and ammunition, including the sale of guns and
9 ammunition into Oregon.

10 32.

11 Prior to December 12, 2011, Ms. Boyce and her son Jeffrey Boyce went together into
12 WPE on multiple occasions. On one or more of these occasions they perused WPE's firearm
13 collection and standing together asked questions regarding the firearms WPE was offering
14 for sale. A representative of WPE answered their questions.

15 33.

16 On December 12, 2011, Ms. Boyce acquired an AK-47 assault rifle from WPE on
17 behalf of Jeffrey Boyce. This weapon had been ordered by Jeffrey Boyce over the Internet
18 from Grant County Guns in Minnesota, and Jeffrey Boyce had arranged for it to be
19 transferred to World Pawn for his mother, Diane Boyce, to obtain for him.

20 34.

21 The purchase of an AK-47 is a potential indicator of a person obtaining a firearm for
22 illegal purposes, since it is not a traditional hunting or home defense firearm, was banned
23 under federal law for 10 years, and is used by many mass shooters.

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35.

At the time of the purchase and transfer of the AK-47, Jeffrey Boyce had a felony conviction for unlawful use of a weapon, which rendered him ineligible to acquire firearms and which would have resulted in a failed background check.

36.

On January 21, 2012, Ms. Boyce acquired a Makarov 9mm semi-automatic pistol from WPE on behalf of Jeffrey Boyce. This weapon had been ordered by Jeffrey Boyce over the Internet from J&G, and Jeffrey Boyce had arranged for it to be transferred to WPE for his mother, Diane Boyce, to obtain on his behalf.

37.

On February 27, 2012, Ms. Boyce acquired a Rock Island semi-automatic pistol from WPE on behalf of Jeffrey Boyce. This weapon had also been ordered by Jeffrey Boyce over the Internet from J&G, and Jeffrey Boyce had arranged for it to be transferred to WPE for his mother, Diane Boyce, to obtain on his behalf.

38.

At the time of the purchase of the AK-47, and continuing through the time of the purchases of the Makarov and Rock Island firearms, Jeffrey Boyce's mental health issues, prior criminal conviction, and drug abuse rendered him ineligible to acquire these weapons directly from a gun dealer. On information and belief, it was due to these risks that Ms. Boyce acted as a straw purchaser for her son.

39.

The Makarov and Rock Island firearms were purchased online from J&G and transferred by J&G to WPE, which then transferred the guns to Ms. Boyce. None of these

1 weapons was of a type typically used for hunting purposes and all were transferred to Ms.
2 Boyce within a time period of less than three months.

3 40.

4 At the time of the Boyce sales, J&G was acutely aware that it was a magnet for straw
5 purchasers and traffickers. During a June 2009 inspection, the ATF identified numerous
6 straw purchasers and traffickers from J&G's records and referred those individuals to the
7 relevant authorities. From late 2009 through 2010, J&G sold 60 firearms to six alleged straw
8 buyers. And, after reviewing J&G's records in August 2012, the ATF once again identified
9 numerous suspicious purchasers for potential involvement in straw purchasing and
10 trafficking. Yet, upon information and belief, J&G did nothing to prevent out-of-state
11 purchasers from using its website to conduct straw purchases.

12 41.

13 Moreover, at the time of the Boyce sales, J&G knew that its guns were being used in
14 crimes at alarming rates. On August 4, 2003, the ATF notified J&G pursuant to a "Demand
15 Letter" that in the prior year, it had sold 15 or more new firearms with a time-to-crime of less
16 than three years. "Demand Letters" are formal notices from ATF to federally-licensed
17 firearm dealers that require the dealer to provide ATF with information regarding its sales of
18 used firearms. Dealers that do not properly respond to ATF Demand Letters may have their
19 licenses revoked.

20 42.

21 By comparison, only 1.2% of dealers sold over ten crime guns a year. In fact, less
22 than 1% of firearms dealers in the United States received such time-to-crime Demand
23 Letters. J&G knew or should have known that it was selling more crime guns than 99% of
24 firearms dealers in America, including dealers in areas with far more gun crime. Yet as of

1 June 2009, J&G was still operating under an ATF Demand Letter for continuing to sell a
2 disproportionately high number of crime guns.

3 43.

4 From 2009-2010, 130 firearms sold by J&G were recovered as crime guns in Mexico.

5 44.

6 Once again, from July 2011 through July 2012, J&G was associated with numerous
7 crime gun traces.

8 45.

9 When an individual chooses to purchase a firearm via the Internet from a dealer in
10 another state, federal regulations mandate that the out-of-state dealer transfer that firearm to a
11 dealer in the state where the buyer resides. Before transferring the firearm, the out-of-state
12 dealer must verify the identity and license status of the in-state dealer.

13 46.

14 The in-state dealer must perform the transfer directly to the buyer by, among other
15 things, accurately completing a Form 4473.

16 47.

17 For each firearm she acquired from WPE, Ms. Boyce completed and WPE accepted, a
18 Form 4473, falsely certifying in response to question 11.a. that she was the “actual
19 transferee/buyer of the firearm(s) listed on this form.” On each Form 4473, she also certified
20 that: “I understand that answering ‘yes’ to question 11.a. if I am not the actual buyer is a
21 crime punishable as a felony under Federal law.”

22 48.

23 On behalf of WPE, employee Jeremy S. Reed signed the Form 4473 for the transfer
24 of the AK-47 assault rifle to Ms. Boyce. On behalf of WPE, Mr. Sinatra signed the Form

1 4473 for the transfer of the Makarov 9mm semi-automatic pistol to Ms. Boyce. Brad Keith,
2 an employee of WPE, signed the Form 4473 for the transfer of the Rock Island pistol to Ms.
3 Boyce.

4 49.

5 Ms. Boyce transferred each of the guns identified in paragraphs 32, 33, and 34 to her
6 son, Jeffrey Boyce, who had a history of criminality, illegal drug abuse, and mental illness
7 including delusions. Indeed, Ms. Boyce told law enforcement that before he killed Kirsten
8 Englund, Jeffrey Boyce was bi-polar and psychotic and had been suffering from delusions
9 that the government had bugged him, his car, and his phone.

10 50.

11 Jeffrey Boyce paid for the firearms he used in his crime spree and to murder Kirsten
12 Englund (*i.e.*, they were not gifts).

13 51.

14 For each of the AK-47, Makarov, and Rock Island firearms, Jeffrey Boyce alone
15 communicated with the online firearm dealers, including J&G, and with World Pawn to
16 execute the purchase and arrange for the transfer of the firearms.

17 52.

18 Upon information and belief, Jeffrey Boyce created a customer account with J&G,
19 through which he ordered both the Makarov and the Rock Island handguns. In creating this
20 account, Jeffrey Boyce had to provide his name, date of birth, email address, residence and
21 choose a password. The J&G account would have allowed Jeffrey Boyce to store items in an
22 online “shopping cart” and to keep track of past orders. Upon information and belief, J&G
23 had access to Jeffrey Boyce’s online customer account.

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53.

Upon information and belief, when Jeffrey Boyce signed up for a J&G customer account, he was assigned Customer Number OR02017.

54.

With regard to the purchase of the Makarov pistol, Jeffrey Boyce communicated electronically with J&G on January 17, 2012 to direct it to transfer the weapon to World Pawn. Jeffrey Boyce used an email address he shared with his mother in connection with this purchase, and used her credit card to make payment.

55.

With regard to the purchase of the Rock Island pistol one month later, Jeffrey Boyce again communicated electronically with J&G but this time used his own email address, jeffreygboyce@gmail.com. On February 21, 2012, Jeffrey Boyce told J&G to send the tracking number for this firearm to him: “PLEASE SEND[] TRACKING NUMBER TO JEFFREY BOYCE....”

56.

At the time of the Rock Island purchase, J&G used the same customer number - Customer Number OR02017 – as the customer number associated with the Makarov transaction – despite J&G’s own records indicating that the Makarov was “sold to Diane Boyce” and the Rock Island was “sold to Jeffrey Boyce.”

57.

Jeffrey Boyce sent a longer, detailed electronic message to J&G the following day. Jeffrey Boyce’s communication to J&G on February 22, 2012 makes explicitly clear that he, and not his mother, was the actual purchaser of this weapon:

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“GOOD EVENING,
I PURCHASED A Rock Island Armory 1011a1 [] Tactical 45ACP WITH 2
ADDITIONAL MAGAZINES. WHEN FILLING OUT THE FORMS AND
GIVING MY CREDIT CARD # I DID NOT NOTICE A SPOT TO PUT THE
INFORMATION FOR TH[E] FFL HOLDER I WANT TO TRANSFER THE
GUN TO WHEN I GO TO PICK IT UP? MY NAME IS JEFFREY BOYCE.
I PURCHASED MY M1011A1 FROM J&G SALES AND I WANT THE
FIREARM TRANSFERRED TO [WORLD PAWN].
THEIR FFL LICENSE IS ON FILE. MY TELEPHONE # IS (541) 267-2392.
PLEASE NOTIFY ME WHEN THIS TRANSFER IS COMPLETE. I HAVE
SPENT QUITE A BIT OF MONEY AND WOULD LIKE TO USE MY 1911
AS SOON AS POSSIBLE.
YOURS TRULY,
MR. JEFFREY G. BOYCE”

58.

Jeffrey Boyce told J&G in this message that he used “my credit card” for the
purchase of the Rock Island pistol. However, J&G’s own records show that the credit card
used for this purchase was issued in the name of Diane Boyce, and was in fact the same
credit card used to purchase the Makarov pistol a month earlier.

59.

Not only did J&G allow Jeffrey Boyce to purchase the Rock Island pistol using
someone else’s credit card, despite this red flag, it did not perform even the simplest review
of its own recent transaction records to determine whether this same credit card or Customer
Number had been used to purchase other firearms from J&G.

60.

Had J&G performed such a simple review in response to these red flags, it would
have seen that the card Jeffrey Boyce described as “my credit card,” was used to purchase the
Makarov pistol a month earlier, which pistol J&G transferred to WPE with an invoice falsely

1 listing Diane Boyce as the purchaser. It would also have seen that it used the same Customer
2 Number to ship firearms to the same Oregon dealer for transfer to two different individuals.

3 61.

4 J&G shipped the Rock Island pistol to WPE the day after receiving Jeffrey Boyce's
5 email identifying himself as the purchaser of this weapon.

6 62.

7 When J&G shipped the Rock Island pistol to WPE, it transmitted along with the
8 pistol an invoice for this purchase. J&G's invoice that was received by WPE specifically
9 identifies Jeffrey Boyce as the purchaser, stating: "SOLD TO: JEFFREY BOYCE FOR
10 TRANSFER."

11 63.

12 This invoice also identifies the credit card used for this purchase as being associated
13 with Diane Boyce, and provided the last four digits of the card number.

14 64.

15 Notwithstanding its receipt of an invoice that stated "SOLD TO: JEFFREY BOYCE
16 FOR TRANSFER," WPE transferred this firearm to Diane Boyce, accepting her signature on
17 Form 4473 certifying that she was the actual purchaser of this weapon. WPE signed and
18 certified the Form 4473 despite having reason to believe that it was unlawful to transfer the
19 firearm to Diane Boyce. WPE did not ask a single question of Ms. Boyce before transferring
20 to her the Rock Island pistol about whether or not she was the actual purchaser of this
21 firearm.

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65.

WPE falsely documented in its own firearm transaction records that Diane Boyce was the purchaser of this weapon, even though it knew from receipt of J&G's invoice that Jeffrey Boyce had purchased the weapon and that Diane Boyce was acting as a straw purchaser.

66.

Not only did WPE transfer the Rock Island pistol to Diane Boyce, who it knew was acting as a straw purchaser for her son, it also failed to perform a simple review of its own records to determine whether it had transferred other firearms to Ms. Boyce in recent months. Had WPE performed this simple review of its own records, it would have learned that it transferred an AK-47 and a Makarov semiautomatic pistol to Ms. Boyce in just the prior three months.

67.

In the face of clear evidence that Diane Boyce was acting as a straw purchaser for her son, Jeffrey Boyce, neither WPE nor J&G performed a review of their own firearm records or took any other reasonable steps to determine whether they had engaged in other straw purchase transactions with the Boyces in the recent past. And as a result, none of these three straw purchase transactions were reported by WPE or J&G to the authorities in early 2012, over a year before Jeffrey Boyce used these weapons in a crime spree that took the life of Kirsten Englund.

68.

Though it is a licensed federal firearms dealer with the same responsibility as World Pawn Exchange and any other gun seller to ensure that guns are not sold to straw purchasers, J&G engages in the unlawful sale of guns to straw purchasers for transfer amongst family members.

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69.

J&G advertises on its website to prospective purchasers that:

Can I buy a gun for my friend? What about for my child?

It is normally illegal to purchase a firearm for another person; this is called a straw-man purchase and is prohibited. The background check at the time of purchase needs to be done on the person who the firearm is actually for. There are exceptions to this regulation for gifts, thus we allow it for family members. Parent or Grandparent can buy for their children, grandchildren and vice versus. Husband and wife can buy for each other. Siblings cannot buy for each other. These exceptions are valid only provided that the person the gun is for is not restricted from possessing a firearm.”

J&G website at <http://www.jgsales.com/faq.php> (emphasis added).

70.

J&G’s statements in paragraph 69 about transfers between family members is contrary to the true state of the law. Although federal law permits individuals to purchase firearms as gifts for third parties, there is no “family exception” for illegal straw purchases. Under both federal and state law, it is illegal to provide false information in connection with the purchase of a firearm and it is irrelevant if the false information pertains to a family member. In fact, one of the “classic” straw purchase situations identified by the NSSF is a wife straw purchasing a firearm for her husband. False statements in connection with the purchase of a firearm are illegal whether or not they occur on a Form 4473 or on another medium, such as a website order form.

71.

Since the filing of this lawsuit, J&G has modified its website language. While still contrary to law, J&G’s current website attempts to shirk its responsibility to refrain from initiating straw purchase transactions and instead seeks to shift total responsibility in this regard to the in-state dealer:

1 • **Can I buy a firearm for someone else such as a friend or child?**

2 Taking possession of a gun in person at a dealer that is for someone else is called a "straw purchase" and is illegal per federal regulation. The person the firearm is intended for is the person that needs to complete the form 4473 and submit to the background check.

3 Federal regulation does allow for the purchasing of a firearm as a gift for another.

4 To prevent a straw purchase from occurring under the guise of a gift purchase, J&G Sales has chosen to limit gift purchases to married couples, or family members in direct decent: for example parent or grandparent for a child or grandchild, and vice versa. Siblings, aunts, uncles, etc could not buy for each other. Any firearm, including a gift, may not be transferred to any person that is legally prohibited from receiving firearms.

5 When buying a firearm via mail order for transfer through another dealer, J&G Sales will ship the order to a dealer of your choice. The transaction is controlled by the transferring dealer and all questions regarding details should be addressed to them.

6 72.

7
8 Although J&G is a federally licensed firearms dealer that has represented to the ATF
9 that it understands and will abide by all federal firearms laws and regulations, it purposefully
10 misrepresents constitutional and federal law to customers seeking to purchase firearms:

11 **Aren't all these rules unconstitutional according to the 2nd amendment?**

12 Yes. The 2nd amendment, as commonly accepted by most constitutional
13 scholars, means just what it says; I know, why do we need scholars to tell us it
14 means just what it says?. It clearly says that your right to own a firearm is not
- an infringement.

15 J&G website at <http://www.jgsales.com/faq.php>. J&G's statements indicate that it does not
16 respect the federal laws it is obligated as a federally licensed dealer to follow. It is therefore
17 unsurprising that J&G has a record of selling guns to straw purchasers.

18 73.

19 Despite its obligations as a federal firearms licensee, J&G participated or aided and
20 abetted in the illegal transfer of two firearms from one family member to another, from Diane
21 Boyce to Jeffrey Boyce—transfers that J&G misrepresent as lawful on its website.

22 74.

23 The invoice that J&G created for the Rock Island transaction indicated on its face that
24 Jeffrey Boyce was the purchaser (who the firearm was "sold to"). However, it also contained

1 Diane Boyce's name in the same section of the form as Jeffrey Boyce's. Had J&G heeded
2 this red flag and checked its records for earlier transactions to either of these individuals, it
3 would have been alerted that the invoice associated with the Makarov pistol identified Diane
4 Boyce as the purchaser.

5 75.

6 Comparison of its own records for the Rock Island and Makarov purchases would
7 have further confirmed to J&G that: (a) the invoice for the Makarov pistol indicated that it
8 was "sold to" Diane Boyce using the same credit card number as was used by Jeffrey Boyce
9 for the Rock Island pistol; (b) the same purchaser address was used for both transactions; (c)
10 the same "customer number" was used for both transactions; and (d) neither weapon was of a
11 type typically used for hunting. Upon information and belief, J&G's digital records would
12 have demonstrated that the customer account used for both the Makarov and the Rock Island
13 purchases was set up by Jeffrey Boyce.

14 76.

15 In the face of these numerous red flags, J&G should have refused to sell or transfer to
16 WPE the Makarov and the Rock Island pistol and contacted WPE and law enforcement
17 authorities to alert them that both transactions may have been straw purchases.

18 77.

19 Upon information and belief, although J&G knew or should have known that the law
20 and reasonable care requires that a firearms dealer must confirm the legality of purchases and
21 not engage in straw sales, J&G established and maintained its online sales business to not
22 obtain any such relevant information about prospective purchasers. Defendant J&G's
23 negligence in selling guns that it knew or should have known would be illegally transferred
24 caused or were a substantial factor in causing the death Kirsten Englund.

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78.

Upon information and belief, WPE failed to exercise reasonable care or act within its legal responsibilities, and failed to use the firearms industry best practices and recommended firearms sales protocols, including but not limited to those alleged above. Shirking its responsibility to refuse to sell guns to a suspicious straw purchaser, WPE put the fee it received for transferring these guns to Ms. Boyce ahead of compliance with the law and the public's safety.

79.

On or before February 27, 2012, WPE knew or should have known that Ms. Boyce was acting as a straw purchaser for Jeffrey Boyce. Nonetheless, WPE made the conscious choice to transfer the Rock Island semi-automatic pistol to Ms. Boyce.

80.

On or before February 27, 2012, both WPE and Ms. Boyce made the conscious choice not to call the police or any other law enforcement agency and let them know that over the prior three months a total of three firearms had been transferred in violation of federal and Oregon laws. WPE and Ms. Boyce thereby prevented law enforcement authorities from investigating these illegal firearm transfers, discovering that Ms. Boyce had entrusted the firearms identified in paragraphs 32, 33, and 34 to her mentally-ill son, and retrieving those firearms and/or apprehending Jeffrey Boyce before he illegally used those firearms, including to kill Kirsten Englund.

81.

WPE knew or should have known that to sell firearms with reasonable care and in compliance with its legal obligations it was required to screen for straw purchasers. WPE was presented with multiple opportunities to identify Ms. Boyce as a straw purchaser before

1 the killing of Kirsten Englund and chose instead to sell firearms to her, chose not to inform
2 law enforcement, and chose to do nothing to correct its illegal transfers.

3 82.

4 J&G aided and abetted, enabled, facilitated or allowed Jeffrey Boyce and Diane
5 Boyce to provide false information, make false statements and present false identification in
6 connection with the purchase of a firearm in violation of state and federal law. *See* ORS §
7 166.416; 18 U.S.C. § 922(a)(6).

8 83.

9 WPE aided and abetted, enabled, facilitated, or allowed Ms. Boyce to submit federal
10 gun purchase Forms 4473 that falsely identified her as the true purchaser of the guns
11 identified in paragraphs 32, 33, and 34.

12 84.

13 Moreover, by engaging in illegal sales to a straw purchaser, WPE and J&G
14 knowingly violated and/or aided and abetted Diane and Jeffrey Boyce in violating federal
15 and Oregon laws applicable to the sale and marketing of firearms, including, but not limited
16 to, 18 U.S.C. §§ 922(a)(1)(A), 922(a)(6), 922(d), 922(g), 922(m), 924(a)(1), 924(a)(2),
17 924(a)(3) and ORS §§ 166.416 and 166.418. By its unlawful conduct, WPE and J&G
18 allowed guns to be obtained by a straw purchaser, Ms. Boyce. It was reasonably foreseeable
19 that those guns that WPE and J&G sold in violation of federal and Oregon law would be
20 provided to someone else who would use them to injure or kill innocent victims, which is,
21 tragically, what occurred here.

22 85.

23 On April 28, 2013, Kirsten Englund, then 57-years old, drove up Highway 101 in
24 Oregon to visit her son in Eugene, Oregon. At around 7:30 a.m., Ms. Englund pulled over to

1 a scenic overlook in Douglas County, Oregon to view a nearby lighthouse. Jeffrey Boyce,
2 who happened to be in the area and was armed with the arsenal of weapons he acquired
3 through J&G and WPE, pulled out the Makarov pistol and shot Ms. Englund six times at
4 close range. Jeffrey Boyce then retrieved a gas can from the pick-up truck he was driving
5 and, after pouring gas over Kirsten Englund's body, lit her on fire and then shot her once
6 more.

7 86.

8 The following day, Jeffrey Boyce approached a car stopped at a stop light in Sonoma
9 County, California and pointed his Rock Island pistol, also acquired for him from WPE and
10 J&G by his mother, at the driver and threatened to shoot him unless he drove Jeffrey Boyce
11 to a church. Once they arrived at the church, Jeffrey Boyce drove off in the vehicle.

12 87.

13 Thereafter, in Marin County, California, Jeffrey Boyce approached another driver.
14 He stuck the same Rock Island pistol in the woman's chest, threatening to shoot her unless
15 she allowed him to enter her car.

16 88.

17 Shortly thereafter, Jeffrey Boyce was apprehended while attempting to gain entry into
18 a nearby house. At the time of his arrest, Jeffrey Boyce was carrying his Rock Island pistol
19 and was in possession of his AK-47 assault rifle, acquired for him from WPE by his mother,
20 Ms. Boyce.

21 89.

22 After his arrest, Jeffrey Boyce told law enforcement that he used the Makarov to kill
23 Kirsten Englund. The Oregon State Police later concluded that the six spent shell casings
24

1 and a magazine recovered at the location of Ms. Englund’s murder were from a 9mm
2 Makarov pistol.

3 90.

4 In the pick-up truck that Jeffrey Boyce drove to the location where he murdered
5 Kirsten Englund, the police found a Ruger .22 caliber semi-automatic rifle, which according
6 to the ATF’s records was acquired by Ms. Boyce in 2008, a large volume of ammunition,
7 methadone, valium (prescribed to Ms. Boyce), and marijuana. While he was in jail, Jeffrey
8 Boyce requested that he be provided methadone¹, for which he claimed to have a
9 prescription. While incarcerated, Jeffrey Boyce committed suicide.

10 **FIRST CLAIM FOR RELIEF**

11 (Negligence Against World Pawn Exchange, LLC, J&G II, Inc., and Richard Sinatra)

12 91.

13 Plaintiff re-alleges and incorporates by reference paragraphs 1 to 90.

14 92.

15 WPE and J&G knew or in the exercise of reasonable care should have known that
16 Ms. Boyce was a straw purchaser illegally purchasing guns on behalf of someone else.

17 93.

18 On information and belief, J&G and WPE chose not to implement or follow
19 reasonable business practices and screening procedures designed to prevent the sale or
20 transfer of guns to straw-purchasers, including the ATF and NSSF recommendations of
21 “Don’t Lie for the Other Guy.” Had J&G and WPE implemented these or similar screening
22

23 ¹ Methadone is a narcotic that reduces withdrawal symptoms in people addicted to heroin or
24 other narcotic drugs without causing the “high” associated with the drug addiction.
Methadone is also used as a pain reliever and as part of drug addiction detoxification and
maintenance programs.

1 procedures it would have confirmed that Diane Boyce was planning to act, or acting, as a
2 straw purchaser in violation of federal and Oregon law.

3 94.

4 Ms. Boyce's purchases of the three guns on behalf of her son in a time period of only
5 78 days, coupled with the invoice for one of those guns bearing Jeffrey Boyce's name as
6 "SOLD TO," and the records for two of those guns indicating that the same credit card and
7 J&G Customer Number was used, bear the hallmarks of straw purchases and are red flags
8 that responsible gun dealers would heed.

9 95.

10 Upon information and belief, J&G knew or should have known that Jeffrey Boyce
11 provided false information and false identification on its website in connection with the
12 Makarov and Rock Island purchases in violation of 18 U.S.C. 922(a)(6) and ORS § 166.416.

13 96.

14 WPE and J&G knew or should have known that Ms. Boyce was an illegal straw
15 purchaser, and that allowing Ms. Boyce to obtain a firearm as a straw purchaser violated
16 federal and Oregon laws applicable to the sale of firearms, including, but not limited to, 18
17 U.S.C. §§ 922(a)(1)(A), 922(a)(6), 922(d), 922(g), 922(m), 924(a)(1), 924(a)(2), 924(a)(3)
18 and ORS §§ 166.416, 418, and 429.

19 97.

20 WPE knew or should have known that transferring guns to Ms. Boyce, a straw
21 purchaser, created an unreasonable and foreseeable risk that the weapons provided would be
22 used to cause harm, including death.

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98.

J&G shirked its responsibility to confirm the legality of firearms sales before any sale, and to only sell firearms to legal purchasers, and to refuse to sell guns to a suspicious purchaser. J&G knew or should have known that by engaging in the transactions for the Makarov and Rock Island pistols, they created an unreasonable and foreseeable risk that the weapons provided would be used to cause harm, including death.

99.

WPE shirked its responsibility to confirm the legality of firearms sales before completing any sale, and to only sell firearms to legal purchasers, and to refuse to sell guns to a suspicious purchaser. Instead, WPE put the fee it received for transferring these guns to Ms. Boyce ahead of compliance with the law and the public's safety.

100.

WPE and J&G were negligent the following ways:

- a. On information and belief, WPE and J&G failed to develop policies and procedures to screen prospective buyers to ensure that they are not straw purchasers;
- b. On information and belief, WPE and J&G failed to implement policies and procedures to screen prospective buyers to ensure that they are not straw purchasers;
- c. On information and belief, WPE and J&G chose to hire employees that lacked the knowledge and experience needed to recognize the red flags indicating likely straw purchasers and prevent straw purchases from taking place;
- d. On information and belief, WPE and J&G failed to train employees on policies and procedures designed to identify and refuse to sell guns to straw purchasers;

1 e. On information and belief, WPE and J&G failed to supervise its employees to
2 ensure that they followed policies and procedures designed to identify and refuse to sell guns
3 to straw purchasers;

4 f. On information and belief, WPE and J&G chose not to screen or otherwise
5 ask Ms. Boyce or Jeffrey Boyce questions that would have revealed Diane Boyce's status as
6 a straw purchaser;

7 g. WPE and J&G ignored that Ms. Boyce and/or Jeffrey Boyce were seeking to
8 purchase multiple guns that are not typically used for hunting over a short period of time and,
9 in connection with the Rock Island purchase, ignored clear, documented proof that Ms.
10 Boyce was acting as a straw purchaser for Jeffrey Boyce;

11 h. WPE and J&G should have refused to sell and transfer the Makarov and Rock
12 Island firearms to Ms. Boyce on behalf of her son, and WPE should have refused to transfer
13 the AK-47 to Ms. Boyce on behalf of her son;

14 i. WPE should have notified law enforcement (*i.e.*, the police or the ATF) of its
15 illegal sales to Ms. Boyce of firearms on behalf of her son; and/or

16 j. J&G should have notified law enforcement (*i.e.*, the police or the ATF) of the
17 Makarov and Rock Island transactions or put WPE on notice of its reasonable suspicions.

18 101.

19 WPE's and J&G's conduct caused a foreseeable risk of harm to an interest protected
20 by law. WPE's and J&G's conduct was unreasonable in light of that risk, and that conduct
21 caused harm to Kirsten Englund that was of the general type associated with the negligent
22 conduct in which they engaged.

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102.

Moreover, WPE and J&G could have prevented Kirsten Englund’s death by alerting law enforcement that Ms. Boyce illegally acquired guns on behalf of her son, Jeffrey Boyce, but they negligently failed to do so.

103.

WPE’s and, J&G’s negligent acts and omissions alleged herein directly and proximately caused the wrongful death of Kirsten Englund.

Negligence *Per Se*

104.

By selling or delivering guns to an illegal straw purchaser, WPE and J&G violated federal and Oregon law and/or aided and abetted Jeffrey Boyce and Diane Boyce in violating federal and Oregon law in the following ways:

- a. J&G aided Jeffrey Boyce in submitting false information and false identification with regard to the Makarov and Rock Island purchases;
- b. WPE delivered guns into the possession of Ms. Boyce when it knew or should have known that Ms. Boyce was acting as a straw purchaser, and therefore the statements Ms. Boyce made on the Forms 4473 were false and straw purchases were taking or took place in violation of 18 U.S.C. § 922(d) and other federal laws; and/or
- c. WPE and J&G delivered guns into the possession of Ms. Boyce when they knew or should have known that Ms. Boyce was not the true purchaser of the guns in violation of ORS §§ 166.416 and 166.418.

105.

18 U.S.C. §§ 922(a)(1)(A), 922(a)(6), 922(d), 922(g), 922(m), 924(a)[(1)(A)] and ORS §§ 166.416, and 166.418, and 429 exist to protect the public, including Kirsten

1 Englund. The purpose of these laws is to prevent the illegal sale of guns to straw purchasers
2 because such sales creates a foreseeable risk of danger to the public. WPE's and J&G's
3 violation of these laws caused the type of harm that these laws were intended to prevent and
4 Kirsten Englund was within the class of persons that the laws protect.

5 106.

6 This Count asserts a claim of negligence *per se* as that term is used in 15 U.S.C. §
7 7903(5)(A)(ii)

8 **SECOND CLAIM FOR RELIEF**

9 (Gross Negligence Against World Pawn Exchange, LLC, J&G II, Inc., and Richard Sinatra)

10 107.

11 Plaintiff re-alleges and incorporates by reference paragraphs 1 to 106.

12 108.

13 WPE and J&G did not take simple reasonable steps to prevent the murder of Kirsten
14 Englund and showed an outrageous indifference to the health safety and welfare of others in
15 the following ways:

16 a. WPE did not use reasonable efforts to ensure that Ms. Boyce's purchase of the
17 AK-47 on December 12, 2011 was not a straw purchase, even though the purchase of an AK-
18 47 is a potential indicator of an illegal transaction, since it is not a traditional hunting or
19 home defense firearm, was banned under federal law for 10 years and is used by many mass
20 shooters;

21 b. WPE did not follow the ATF/NSSF best practices for identifying and
22 preventing sales to straw purchasers during the December 2011 transfer. Had WPE taken
23 these or similar precautions, it would have confirmed that Ms. Boyce was acting as a straw
24 purchaser in violation of federal and Oregon law;

1 c. After the transfer of the AK-47 to Ms. Boyce on December 12, 2011, WPE
2 failed to report to law enforcement that it had transferred a gun to a straw purchaser or
3 suspected straw purchaser;

4 d. WPE and J&G did not use reasonable efforts to ensure that the Makarov pistol
5 was not transferred to a straw purchaser on January 21, 2012;

6 e. WPE did not follow the ATF/NSSF best practices for identifying and
7 preventing sales to straw purchasers during the January 2012 transfer. Had WPE taken these
8 or similar precautions, it would have confirmed that Ms. Boyce was acting as a straw
9 purchaser in violation of federal and Oregon law;

10 f. Even after the transfer of two guns to Ms. Boyce in the period of just over one
11 month, WPE and J&G failed to report to law enforcement that it had sold guns to a straw
12 purchaser or suspected straw purchaser;

13 g. WPE and J&G did not use reasonable efforts to ensure that Jeffrey Boyce's
14 purchase of the Rock Island pistol on February 27, 2012 was not transferred to Ms. Boyce as
15 a straw purchaser;

16 h. WPE did not use reasonable care or follow the ATF/NSSF best practices for
17 identifying and preventing sales to straw purchasers during the February 2012 transfer. Had
18 WPE taken these or similar precautions, it would have confirmed that Ms. Boyce was acting
19 as a straw purchaser in violation of federal and Oregon law;

20 i. WPE and J&G performed the February 27, 2012 sale and transfer of the Rock
21 Island pistol even though the invoice for the purchase of this firearm specifically identified
22 Jeffrey Boyce as the purchaser; and/or
23
24

1 j. Even after three blatantly illegal or highly suspicious purchases in 78 days,
2 WPE and J&G did not report to law enforcement that it had transferred the guns to a straw
3 purchaser or suspected straw purchaser.

4 109.

5 WPE and J&G repeatedly and blatantly violated federal and Oregon law and failed to
6 act in conformity with the industry standards and practices of responsible gun dealers.

7 110.

8 WPE's and J&G's repeated and blatant failures go beyond carelessness or lack of
9 ordinary care and reflect a reckless, wanton, willful, deliberate or intentional disregard for
10 federal and Oregon law and the public's safety, including the safety of Kirsten Englund.

11
12 111.

13 WPE's and J&G's conduct reveals a state of mind indicative of an indifference to the
14 probable consequences of their acts.

15 112.

16 WPE's and J&G's reckless, wanton, willful, deliberate, or intentional misconduct was
17 outrageous and constitutes gross negligence.

18 **THIRD CLAIM FOR RELIEF**

19 (Negligent Entrustment Against World Pawn Exchange, LLC, J&G II, Inc., and Richard

20 Sinatra)

21 113.

22 Plaintiff re-alleges and incorporates by reference paragraphs 1 to 112.

23 114.

24 Jeffrey Boyce lived with Ms. Boyce in Coos Bay, Oregon.

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115.

Ms. Boyce was especially well-positioned to recognize Jeffrey Boyce’s signs of mental instability and violent propensities given her close daily contact with him and her training as a mental health professional.

116.

Ms. Boyce told law enforcement that before he killed Kirsten Englund, Jeffrey Boyce was bi-polar and psychotic, and had been suffering from delusions that the government had bugged him, his car, and his phone.

117.

At times relevant to this action, each of WPE, J&G, and Ms. Boyce controlled the gun Jeffrey Boyce used to murder Kirsten Englund, as well as at least one of the two other firearms he had with him and used in threatening to kill at least two other individuals during his multi-state crime spree on April 28, 2013. WPE and Diane Boyce also had, at times relevant to this action, control over the third firearm (AK-47) used by Jeffrey Boyce in his crime spree. Prior to Jeffrey Boyce’s crime spree, these three firearms were kept in Diane Boyce’s home, which she shared with Jeffrey Boyce.

118.

WPE and J&G knew or reasonably should have known that Ms. Boyce was a straw purchaser who would unlawfully transfer guns sold to her thereby causing unreasonable risk of harm to others.

119.

Because WPE and J&G knew or reasonably should have known that Ms. Boyce was a straw purchaser, they should have refused to sell or transfer these guns to Ms. Boyce. Had WPE and J&G refused to sell or transfer Ms. Boyce the guns, they would have prevented Ms.

1 Boyce from possessing dangerous weapons and transferring them to a dangerous person who
2 later used the guns for criminal purposes, including the murder of Kirsten Englund.

3 120.

4 Because WPE and J&G transferred the guns to Ms. Boyce, Ms. Boyce was able to
5 illegally acquire for Jeffrey Boyce the guns that he used to kill Ms. Englund and to threaten
6 to kill others.

7 121.

8 WPE and J&G negligently entrusted Ms. Boyce with the arsenal of weapons that
9 Jeffrey Boyce used on his crime spree that killed Kirsten Englund.

10 122.

11 WPE's and J&G's negligent entrustment of these firearms to Ms. Boyce, and Ms.
12 Boyce's negligent entrustment of those same weapons to Jeffrey Boyce, was the direct and
13 proximate cause of Kirsten Englund's death.

14 123.

15 WPE and J&G aided and abetted Ms. Boyce in her negligent entrustment of the AK-
16 47, Makarov, and Rock Island firearms to Jeffrey Boyce, who was mentally-ill, using illegal
17 drugs, and had committed criminal offenses in the past.

18 124.

19 This Count asserts a claim of negligent entrustment as that term is used in 15 U.S.C.
20 § 7903(5)(A)(ii)

21 **FOURTH CLAIM FOR RELIEF**

22 (Public Nuisance Against World Pawn Exchange, LLC, J&G II, Inc., and Richard Sinatra)

23 125.

24 Plaintiff re-alleges and incorporates by reference paragraphs 1 to 124.

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126.

By failing to use reasonable care in its sales of firearms, failing to implement adequate policies and protocols for training and supervising their salespeople, failing to screen prospective buyers to prevent unlawful straw purchases, and by ignoring or failing to recognize the red flags indicating likely straw purchases, as demonstrated by the transfer of firearms to Ms. Boyce, WPE and J&G, upon information and belief, supplied guns to criminals and others prohibited by law. Thereby WPE and J&G negligently and/or knowingly participated in, created, and maintained an unreasonable interference with rights common to the general public, which constitutes a public nuisance under Oregon law. In addition, J&G contributed to the maintenance of public nuisance by disseminating and, upon information and belief, relying on false information regarding the sale of guns for family members, which encouraged purchasers seeking to buy guns illegally to seek out J&G or to engage in unlawful purchases or transfers of guns.

127.

WPE and J&G negligently, recklessly and/or intentionally engaged in the conduct alleged herein.

128.

WPE's and, J&G's interference with rights common to the public, including public health, safety, comfort, and peace, is unreasonable. This interference is not insubstantial or fleeting, and involves deaths, like Kirsten Englund's, and serious injuries and a severe disruption of public peace, order and safety. Upon information and belief, WPE's and J&G's interference is continuing, producing a permanent and long-lasting effect.

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129.

WPE and J&G knew or should know that their conduct would have a significant effect upon public rights and interests.

130.

WPE's and J&G's conduct in creating and maintaining this interference with public rights facilitates the circumvention and violation of federal and Oregon laws restricting and regulating gun sales and possession, and/or, upon information and belief, facilitates widespread violation of such laws.

131.

WPE and J&G each knew that they could have taken precautions that would have eliminated or minimized the injuries to the general public but chose not to do so.

132.

WPE's and J&G's negligence and unlawful conduct, including failing to implement adequate protocols for training and supervising its salespeople and for screening prospective buyers to prevent unlawful straw sales and not disseminating false information about laws governing gun purchases, contributed to the creation and/or maintenance of the public nuisance.

133.

WPE and J&G were capable of preventing their contribution to the public nuisance and the resulting danger and harm by altering their conduct.

134.

As a result of WPE's and J&G's conduct and the public nuisance they participated in creating and maintaining, Kirsten Englund and Plaintiff suffered special injuries distinguishable from those suffered by the general public. WPE's and J&G's participation in

1 creating and maintaining the public nuisance was a substantial cause in bringing about
2 Kirsten Englund's and Plaintiff's injuries.

3 **DAMAGES AS TO ALL CLAIMS**

4 135.

5 The acts and omissions of Defendants, collectively and/or individually, directly and
6 proximately caused the death of Kirsten Englund. Plaintiff seeks monetary damages and
7 equitable relief for this harm as more fully detailed below, together with interest and costs, to
8 the fullest extent permitted by law.

9 136.

10 This action seeks non-economic damages for the pain and suffering of decedent
11 Kirsten Englund from the time she was first approached by Jeffrey Boyce on April 28, 2013
12 until the time of her death. This action further seeks such sum of money as will justly, fairly,
13 and reasonably compensate Kirsten Englund's heirs for their loss of society and
14 companionship in a sum that a jury determines to be reasonable, not to exceed \$8,000,000.

15 137.

16 As a further direct and proximate result of Defendants' conduct, this action seeks to
17 recover economic damages incurred by Kirsten Englund's estate of approximately
18 \$2,500,000, detailed as follows:

- 19 a) Lost earnings and earning capacity of Kirsten Englund in the amount of \$1,000,000;
20 b) Pecuniary loss to the beneficiaries of Kirsten Englund's estate in the amount of
21 \$1,000,000;
22 c) Pecuniary loss to the estate of Kirsten Englund in the amount of \$500,000; and
23 d) Burial and memorial services costs incurred by the estate of Kirsten Englund and/or
24 her beneficiaries.

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138.

Defendants' conduct was reckless and demonstrated an outrageous indifference to a highly unreasonable risk of harm and they acted with a conscious indifference to the health, safety, and welfare of others in violation of ORS 31.730. Plaintiff is entitled to up to \$7,500,000 of punitive damages at the discretion of the jury.

139.

Plaintiff reserves the right to amend this Complaint in accordance with ORS § 31.725, and intends to do so at an appropriate time.

WHEREFORE, Plaintiff prays for judgment as follows:

1. Economic damages in the amount of \$2,500,000, subject to amendment at or before trial;
2. Non-economic damages in the amount of \$8,000,000, subject to amendment at or before trial;
3. Punitive damages in the amount of \$7,500,000, subject to amendment at or before trial;
4. Injunctive relief, including but not limited to an Order compelling WPE and J&G to reform their policies, procedures, and training with regard to the sale of firearms, including taking steps necessary to prevent unlawful sales to straw purchasers and to otherwise prevent the unlawful entrustment of firearms to persons who are prohibited or are otherwise unfit to possess them;
5. Plaintiff's costs and disbursements incurred in connection with this action;

and

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6. Such further and other relief as the Court deems just, proper and equitable.

Dated this 28th day of June, 2018.

D' AMORE LAW GROUP, P.C.

By: /s/ Thomas D' Amore
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