

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 6:10-cr-127-Orl-28KRS

HUGH CRUMPLER, III

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by A. Brian Albritton, United States Attorney for the Middle District of Florida, and the defendant, HUGH CRUMPLER, III, and the attorney for the defendant, Roger L. Weeden, mutually agree as follows:

A. **Particularized Terms**

1. **Counts Pleading To**

The defendant shall enter a plea of guilty to Counts One and Two of the Information. Count One charges the defendant with Unlicensed Firearms Dealing, in violation of 18 U.S.C. §§ 922(a)(1)(A) and 924(a)(1)(D), and Count Two charges the defendant with Possession of Unregistered Firearms (short-barreled rifles), in violation of 26 U.S.C. §§ 5861(d) and 5871.

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2. Maximum Penalties

Count One carries a maximum sentence of not more than 5 years' imprisonment, a fine of not more than \$250,000.00, a term of supervised release of not more than 3 years, and a mandatory special assessment of \$100.00, said special assessment to be due on the date of sentencing.

Count Two carries a maximum sentence of not more than 10 years' imprisonment, a fine of not more than \$250,000.00, a term of supervised release of not more than 3 years, and a mandatory special assessment of \$100.00, said special assessment to be due on the date of sentencing.

With respect to certain offenses, the Court shall order the defendant to make restitution to any victim of the offenses, and with respect to other offenses, the Court may order the defendant to make restitution to any victim of the offenses, or to the community, as set forth below.

3. Elements of the Offenses

The defendant acknowledges understanding the nature and elements of the offenses with which defendant has been charged and to which defendant is pleading guilty. The elements of Counts One and Two are:

Count One
Dealing in Firearms without License
(18 U.S.C. §§ 922(a)(1)(A) and 924(a)(1)(D))

First: The defendant engaged in the business of dealing in firearms;

Second: The defendant engaged in such business without a license issued under federal law; and

Third: The defendant did so knowingly and willfully.

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The term "firearm" means any weapon which is designed to, or may readily be converted to, expel a projectile by the action of an explosive; and the term includes the frame or receiver of any such weapon, or any firearm muffler or firearm silencer.

A person is "engaged in the business of selling firearms at wholesale or retail," if that person devotes time, attention, and labor to dealing in firearms as a regular course of trade or business with the principal objective of livelihood and profit through the repetitive purchase and resale of firearms. Such term does not include a person who makes occasional sales, exchanges, or purchases of firearms for the enhancement of a personal collection or for a hobby, or who sells all or part of that person's personal collection of firearms.

The term "dealer" means any person engaged in the business of selling firearms at wholesale or retail regardless of whether the selling of firearms is the defendant's principal business or job.

The term "with the principal objective of livelihood and profit" means that the intent underlying the sale or disposition of firearms is predominantly one of obtaining livelihood and pecuniary gain (whether one actually earns a profit or not) as opposed to other intents, such as improving or liquidating a personal firearms collection. However, proof of profit motive is not required as to a person who engages in the regular and repetitive purchase and disposition of firearms for criminal purposes or terrorism.

Willfulness is an essential element of the offense under 18 U.S.C. § 924(a)(1)(D), but the Government does not have to prove that the Defendant knew of the licensing requirement to satisfy this element. Bryan v. United States, 524 U.S. 184 (1998).

Count Two

Possession of Unregistered Firearm (26 U.S.C. §§ 5861(d) and 5871)

First: The defendant possessed a firearm as defined under 26 U.S.C. § 5845;

Second: The firearm was not then registered to the defendant in the National Firearms Registration and Transfer Record; and

Third: The defendant knew of the specific characteristics or features of the firearm that caused it to be registrable under the National Firearms Registration and Transfer Record. Staples v. United States, 511 U.S. 600, 619 (1994).

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The term firearm under 26 U.S.C. § 5845 includes a rifle that has a barrel or barrels of less than sixteen inches in length. To prove the defendant knew the item described was a firearm which the law requires to be registered, it is sufficient if the Government has proved beyond a reasonable doubt that the defendant knew or was aware of the specific characteristics or features of the firearm and that it was not then registered to the defendant.

The United States does not have to prove that the defendant knew of the registration requirements, but only has to show knowledge of the characteristics of the firearms causing the registration requirement. United States v. Owens, 103 F.3d 953, 956 (11th Cir. 1997).

4. Indictment Waiver

Defendant will waive the right to be charged by way of indictment before a federal grand jury.

5. No Further Charges

If the Court accepts this plea agreement, the United States Attorney's Office for the Middle District of Florida agrees not to charge defendant with committing any other federal criminal offenses known to the United States Attorney's Office at the time of the execution of this agreement, related to the conduct giving rise to this plea agreement.

6. Acceptance of Responsibility - Three Levels

At the time of sentencing, and in the event that no adverse information is received suggesting such a recommendation to be unwarranted, the United States will not oppose the defendant's request to the Court that the defendant receive a two-level downward adjustment for acceptance of responsibility, pursuant to USSG § 3E1.1(a). The defendant understands that this recommendation or request is not binding on the

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Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

Further, at the time of sentencing, if the defendant's offense level prior to operation of subsection (a) is level 16 or greater, and if the defendant complies with the provisions of USSG § 3E1.1(b), the United States agrees to file a motion pursuant to USSG § 3E1.1(b) for a downward adjustment of one additional level. The defendant understands that the determination as to whether the defendant has qualified for a downward adjustment of a third level for acceptance of responsibility rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that the defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

7. Cooperation - Substantial Assistance to be Considered

Defendant agrees to cooperate fully with the United States in the investigation and prosecution of other persons, and to testify, subject to a prosecution for perjury or making a false statement, fully and truthfully before any federal court proceeding or federal grand jury in connection with the charges in this case and other matters, such cooperation to further include a full and complete disclosure of all relevant information, including production of any and all books, papers, documents, and other objects in defendant's possession or control, and to be reasonably available for interviews which the United States may require. If the cooperation is completed prior to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion at the time of sentencing

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recommending (1) a downward departure from the applicable guideline range pursuant to USSG § 5K1.1, or (2) the imposition of a sentence below a statutory minimum, if any, pursuant to 18 U.S.C. § 3553(e), or (3) both. If the cooperation is completed subsequent to sentencing, the government agrees to consider whether such cooperation qualifies as "substantial assistance" in accordance with the policy of the United States Attorney for the Middle District of Florida, warranting the filing of a motion for a reduction of sentence within one year of the imposition of sentence pursuant to Fed. R. Crim. P. 35(b). In any case, the defendant understands that the determination as to whether "substantial assistance" has been provided or what type of motion related thereto will be filed, if any, rests solely with the United States Attorney for the Middle District of Florida, and the defendant agrees that defendant cannot and will not challenge that determination, whether by appeal, collateral attack, or otherwise.

8. Use of Information - Section 1B1.8

Pursuant to USSG § 1B1.8(a), the United States agrees that no self-incriminating information which the defendant may provide during the course of defendant's cooperation and pursuant to this agreement shall be used in determining the applicable sentencing guideline range, subject to the restrictions and limitations set forth in USSG § 1B1.8(b).

9. Cooperation - Responsibilities of Parties

a. The government will make known to the Court and other relevant authorities the nature and extent of defendant's cooperation and any other mitigating circumstances indicative of the defendant's rehabilitative intent by assuming the fundamental civic duty of reporting crime. However, the defendant understands that the

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government can make no representation that the Court will impose a lesser sentence solely on account of, or in consideration of, such cooperation.

b. It is understood that should the defendant knowingly provide incomplete or untruthful testimony, statements, or information pursuant to this agreement, or should the defendant falsely implicate or incriminate any person, or should the defendant fail to voluntarily and unreservedly disclose and provide full, complete, truthful, and honest knowledge, information, and cooperation regarding any of the matters noted herein, the following conditions shall apply:

(1) The defendant may be prosecuted for any perjury or false declarations, if any, committed while testifying pursuant to this agreement, or for obstruction of justice.

(2) The United States may prosecute the defendant for the charges which are to be dismissed pursuant to this agreement, if any, and may either seek reinstatement of or refile such charges and prosecute the defendant thereon in the event such charges have been dismissed pursuant to this agreement. With regard to such charges, if any, which have been dismissed, the defendant, being fully aware of the nature of all such charges now pending in the instant case, and being further aware of defendant's rights, as to all felony charges pending in such cases (those offenses punishable by imprisonment for a term of over one year), to not be held to answer to said felony charges unless on a presentment or indictment of a grand jury, and further being aware that all such felony charges in the instant case have heretofore properly been returned by the indictment of a grand jury, does hereby agree to reinstatement of such charges by rescission of any order dismissing them or, alternatively, does hereby

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waive, in open court, prosecution by indictment and consents that the United States may proceed by information instead of by indictment with regard to any felony charges which may be dismissed in the instant case, pursuant to this plea agreement, and the defendant further agrees to waive the statute of limitations and any speedy trial claims on such charges.

(3) The United States may prosecute the defendant for any offenses set forth herein, if any, the prosecution of which in accordance with this agreement, the United States agrees to forego, and the defendant agrees to waive the statute of limitations and any speedy trial claims as to any such offenses.

(4) The government may use against the defendant the defendant's own admissions and statements and the information and books, papers, documents, and objects that the defendant has furnished in the course of the defendant's cooperation with the government.

(5) The defendant will not be permitted to withdraw the guilty pleas to those counts to which defendant hereby agrees to plead in the instant case but, in that event, defendant will be entitled to the sentencing limitations, if any, set forth in this plea agreement, with regard to those counts to which the defendant has pled; or in the alternative, at the option of the United States, the United States may move the Court to declare this entire plea agreement null and void.

10. Forfeiture of Assets

The defendant agrees to forfeit to the United States immediately and voluntarily any and all assets and property, or portions thereof, subject to forfeiture, pursuant to 18 U.S.C. § 924(d), 28 U.S.C. § 2461(c), 26 U.S.C. § 5872, and 49 U.S.C.

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§ 80303, whether in the possession or control of the United States or in the possession or control of the defendant or defendant's nominees. The assets to be forfeited specifically include, but are not limited to, the following:

1. Firearms, Firearms Accessories, Ammunition and U.S. Currency Recovered from Crumpler's Vehicle on January 26, 2010:
 - a. Glock 9mm caliber semi-automatic pistol, Model 17, Serial No. NLG137;
 - b. Glock 9mm caliber semi-automatic pistol, Model 17, Serial No. NLG208;
 - c. Glock 9mm caliber semi-automatic pistol, Model 34, Serial No. NUF820;
 - d. Ruger .22 caliber rifle, model 10/22, Serial No. 250-21976;
 - e. Tactical Machining, model TM15, .223 caliber short-barreled rifle, Serial No. A0002797;
 - f. Tactical Machining, model TM15, .223 caliber short-barreled rifle, Serial No. A0002782;
 - g. Front site posts for rifles;
 - h. 30 round magazine for Ruger 10/22 rifle;
 - i. 200 rounds of Hornaday 9mm ammunition; and
 - j. \$2,005.57 in U.S. currency.

2. Firearms, Firearms Accessories, Ammunition, and U.S. Currency Recovered from CRUMPLER's Residence on January 26, 2010:
 - a. Colt, Model Sport Match H-Bar, .223 caliber rifle, Serial No. 079770;
 - b. Remington, Model 1187, 12 gauge shotgun, Serial No. PC013595;
 - c. Weatherby, Model Mark V, .300 caliber bolt action rifle, Serial No. H147059;

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- d. AR-15 upper receiver;
- e. Marlin, Model 336, 30-30 winchester caliber rifle, Serial No. 25155062;
- f. Remington, Model 700, .308 caliber rifle, Serial No. C6623235;
- g. Mossburg, Model 590, 12 gauge shotgun, Serial No. P698210;
- h. Gilbert Equipment Company, Model USAS 12, 12 gauge shotgun, Serial No. A0000876SA;
- i. Daewoo, Model Max 1, 5.56 mm rifle, Serial No. 028148;
- j. Bushmaster Firearms Inc., Model M17S, 5.56mm rifle, Serial No. P04563;
- k. Smith and Wesson, Model 500ES, 5.56mm revolver, Serial No. DAN5910;
- l. Ammunition can with miscellaneous rounds of ammunition;
- m. Fabrique Nationale Herstal, Model P-90, 5.7mm pistol, Serial Number FN059845;
- n. Military ammunition can;
- o. Colt upper receiver;
- p. Mossburg, Model 500, 12 gauge shotgun, Serial No. T538393;
- q. Ruger, Model 1022, .22 LR rifle, Serial No. 12558556;
- r. Glock, Model 26, 9mm pistol, Serial No. NTT788, with two magazines, cleaning kit and owner's manual;
- s. Glock, Model 26, 9mm pistol, Serial No. NTT785, with two magazines, cleaning kit and owner's manual;
- t. Glock, Model 26, 9mm pistol, Serial No. NTT786, with two magazines, cleaning kit and owner's manual;
- u. Glock, Model 26, 9mm pistol, Serial No. NTT793, with two magazines, cleaning kit and owner's manual;

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- v. Glock, Model 26, 9mm pistol, Serial No. NTT794, with two magazines, cleaning kit and owner's manual;
- w. Glock, Model 26, 9mm pistol, Serial No. NTT787, with two magazines, cleaning kit and owner's manual;
- x. Glock, Model 26, 9mm pistol, Serial No. NTT789, with two magazines, cleaning kit and owner's manual;
- y. Interdynamic, Model KG-9, 9mm pistol, Serial No. 02999;
- z. Ruger, Model Mini 30, 7.62 caliber rifle, Serial No. 189-79513;
- aa. Mech-Tech Systems pistol to rifle conversion piece;
- bb. Remington, Model 700, .308 caliber rifle, Serial No. C6668427, with extra 300 winchester barrel, magazine and Leupold Mark 4 scope in a grey case;
- cc. Ruger, Model GP100. 38 revolver, Serial No. 174-14268;
- dd. Colt, Model Commander, Series 80, .45 caliber revolver, Serial No. CJ35030;
- ee. Para Ordinance, unknown model, .45 caliber pistol, Serial No. PG003564;
- ff. Walther, Model PP, 7.65mm pistol, Serial No. 466124;
- gg. Colt, Model Python Target, .38 caliber revolver, Serial No. VA1624;
- hh. Israel Weapon Ind - IWI, Model Desert Eagle, .44 caliber pistol, Serial No. 35646;
- ii. American Western Arms, Model Peacekeeper, .45 caliber revolver, Serial No. P6769;
- jj. Smith and Wesson, Model 10-7, .38 caliber revolver, Serial No. ABF9319;
- kk. Six buffer tubes and six springs;
- ll. Three tactical stocks;

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- mm. Birmingham Small Arms, Model USAS 12, 16 gauge shotgun, Serial No. A19641;
- nn. Enfield, Model Mini 30, 7.62 caliber bolt action rifle, Serial No. 2236;
- oo. 7.7 mm bolt action rifle, no serial number found;
- pp. Norinco, Model SKS, 7.62 caliber rifle, Serial No. 25003933;
- qq. Ruger, Model Mini 14 Ranch, .223 caliber rifle, Serial No. 58032470;
- rr. Argentina, Model 1927, .45 caliber pistol, Serial No. 83307;
- ss. Israel Weapon Ind - IWI, Model Desert Eagle, .44 caliber pistol, Serial No. 22438;
- tt. Walther, model P5, 9mm pistol, Serial No. 032040;
- uu. .32 caliber revolver, unknown manufacturer and model;
- vv. Tanfoglio Giuseppe, Model Witness 9mm pistol, Serial No. NG000031;
- ww. Del-Ton Inc., Model DT1-15, 5.56 caliber lower receiver, Serial No. B-4569;
- xx. Lower receiver frame, no identifying marks;
- yy. Tactical Machining, Model TM-15, .223 caliber pistol , Serial No. A0002637;
- zz. Rock River Arms, Model LAR-15, 5.56 caliber rifle, Serial No. KT1008014;
- aaa. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002680;
- bbb. Eagle Arms, Model EA-15, 5.56 caliber rifle, Serial No. 20281;
- ccc. Tactical Machining, Model TM-15, .223 caliber rifle, Serial No. A0003157;

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- ddd. Tactical Machining, Model TM-15, .223 caliber rifle, Serial No. A0002925;
- eee. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002955;
- fff. Del-Ton Inc, Model DTI-15, .223 caliber rifle, Serial No. B10442;
- ggg. Del-Ton Inc, Model DTI-15, .223 caliber rifle, Serial No. B10443;
- hhh. Colt, Model 1964, .45 caliber revolver, Serial No. 1813SC;
- iii. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002756;
- jjj. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002801;
- kkk. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002949;
- lll. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002663;
- mmm. Gunsmithing tool;
- nnn. Miscellaneous boxes of 5.7 x 28mm ammunition (2,700 rounds);
- ooo. BFI, Model CAR-AR, .223 caliber rifle, Serial No. V0752, with collectors case;
- ppp. \$4,800.00 in U.S. currency in two bundles (\$2,800.00 and \$2,000.00);
- qqq. One white envelope with gun notes written on it containing \$1,100.00 in U.S. currency;
- rrr. One bag containing a lower receiver stamp kit;
- sss. One box with two cut AK-47 rifle parts shipped from Indiana;
- ttt. Henry, unknown model, .22 caliber rifle, Serial No. CO14235H;
- uuu. Three Ruger P-90 magazines and ammunition and bag;

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- vvv. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002759, with case;
 - www. Del-Ton Inc., Model DTI-15, .223 short-barreled .223 caliber rifle, Serial No. B-10449, with case;
 - xxx. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002737, with case;
 - yyy. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002762, with case;
 - zzz. Marlin, Model 99m1, .22 caliber rifle, with no serial number;
 - aaaa. Winchester, Model 94, 30-30 Teddy Roosevelt Comm. Rifle, Serial No. TR21312;
 - bbbb. Marlin, Model 1894, .357 magnum lever action rifle, Serial No. 18078431;
 - cccc. Winchester, Model 94, 30-30 caliber lever action rifle, Serial No. BM5045;
 - dddd. Rounds of .223 caliber ammunition;
 - eeee. Lower revolver receiver, Serial No. 48670; and
 - ffff. One box of miscellaneous gunsmithing tools.
3. Firearms received by CRUMPLER on January 28, 2010, from FFL (previously ordered by CRUMPLER):
- a. Glock 9 mm caliber semi-automatic pistol, Model 17C, Serial No. NLM668;
 - b. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED387;
 - c. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED069;
 - d. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG909;

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- e. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. MFK951;
 - f. Glock 9 mm caliber semi-automatic pistol, Model 17C, Serial No. NUX101;
 - g. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. BZF954;
 - h. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386191387;
 - i. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386105803;
 - j. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386178711;
 - k. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386193277;
 - l. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386204129;
 - m. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386179456;
 - n. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386204144;
 - o. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386199607;
 - p. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386204155; and
 - q. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386204143.
4. Firearms received by CRUMPLER on February 2, 2010, from FFL (previously ordered by CRUMPLER):
- a. Fabrique Nationale Herstal 5.7x28 mm semi-automatic pistol, Serial No. 386112916;


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- b. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG915;
 - c. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG908;
 - d. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG910;
 - e. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED380; and
 - f. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED389.
5. \$6,000.00 in cashier's check received from Bank of America (proceeds of firearms transaction received into CRUMPLER's bank account).
6. \$2,700.00 in U.S. currency recovered from CRUMPLER on January 26, 2010.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil, and/or administrative forfeiture action. The defendant also hereby agrees that the forfeiture described herein is not excessive and, in any event, the defendant waives any constitutional claims that the defendant may have that the forfeiture constitutes an excessive fine.

The defendant admits and agrees that the conduct described in the Factual Basis below provides a sufficient factual and statutory basis for the forfeiture of the property sought by the government. Pursuant to the provisions of Rule 32.2(b)(1), the United States and the defendant request that at the time of accepting this plea agreement, the court make a determination that the government has established the requisite nexus between the property subject to forfeiture and the offenses to which defendant is pleading guilty and enter a preliminary order of forfeiture. Pursuant to

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Rule 32.2(b)(3), the defendant agrees that the preliminary order of forfeiture shall be final as to the defendant at the time it is entered, notwithstanding the requirement that it be made a part of the sentence and be included in the judgment.

The defendant agrees to forfeit all interests in the properties described above and to take whatever steps are necessary to pass clear title to the United States. These steps include, but are not limited to, the surrender of title, the signing of a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.

Defendant further agrees to take all steps necessary to locate property and to pass title to the United States before the defendant's sentencing. To that end, defendant agrees to fully assist the government in the recovery and return to the United States of any assets, or portions thereof, as described above wherever located. The defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control and those which are held or controlled by a nominee. The defendant further agrees to be polygraphed on the issue of assets, if it is deemed necessary by the United States.

The defendant agrees that the United States is not limited to forfeiture of the property described above. If the United States determines that property of the defendant identified for forfeiture cannot be located upon the exercise of due diligence; has been transferred or sold to, or deposited with, a third party; has been placed beyond the jurisdiction of the Court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty; then the United States shall, at its option, be entitled to forfeiture of any other property

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(substitute assets) of the defendant up to the value of any property described above. This Court shall retain jurisdiction to settle any disputes arising from application of this clause. The defendant agrees that forfeiture of substitute assets as authorized herein shall not be deemed an alteration of the defendant's sentence.

Forfeiture of the defendant's assets shall not be treated as satisfaction of any fine, restitution, cost of imprisonment, or any other penalty this Court may impose upon the defendant in addition to forfeiture.

11. Abandonment of Property - Firearms and Ammunition

The United States of America and defendant hereby agree that any firearm and/or ammunition as defined in 18 U.S.C. § 921, seized from defendant and currently in the custody and/or control of the Bureau of Alcohol, Tobacco and Firearms, were properly seized and are subject to forfeiture to the government according to 18 U.S.C. § 924(d) and/or that the firearms and ammunition constitute evidence, contraband, or fruits of the crime to which he has pled guilty. As such, defendant hereby relinquishes all claim, title and interest he has in the firearms and ammunition more particularly described in the "Forfeiture of Assets" section above to the United States of America with the understanding and consent that the Court, upon approval of this agreement, hereby directs the Bureau of Alcohol, Tobacco and Firearms, or other appropriate agency, to cause the firearms and/or ammunition described above to be destroyed forthwith without further obligation or duty whatsoever owing to defendant or any other person.

As part of the plea agreement in this case, defendant in this case hereby states under penalty of perjury that he is the sole and rightful owner of the property, and that

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defendant hereby voluntarily abandons all right and claim to the firearms recovered in connection with this investigation.

B. Standard Terms and Conditions

1. Restitution, Special Assessment and Fine

The defendant understands and agrees that the Court, in addition to or in lieu of any other penalty, shall order the defendant to make restitution to any victim of the offenses, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18 U.S.C. § 3663A(c)(1) (limited to offenses committed on or after April 24, 1996); and the Court may order the defendant to make restitution to any victim of the offenses, pursuant to 18 U.S.C. § 3663 (limited to offenses committed on or after November 1, 1987), including restitution as to all counts charged, whether or not the defendant enters a plea of guilty to such counts, and whether or not such counts are dismissed pursuant to this agreement. On each count to which a plea of guilty is entered, the Court shall impose a special assessment, to be payable to the Clerk's Office, United States District Court, and due on date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offenses to which the defendant is pleading provides for imposition of a term of supervised release upon release from imprisonment, and that, if the defendant should violate the conditions of release, the defendant would be subject to a further term of imprisonment.

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3. Sentencing Information

The United States reserves its right and obligation to report to the Court and the United States Probation Office all information concerning the background, character, and conduct of the defendant, to provide relevant factual information, including the totality of the defendant's criminal activities, if any, not limited to the count(s) to which defendant pleads, to respond to comments made by the defendant or defendant's counsel, and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject to any limitations set forth herein, if any.

Pursuant to 18 U.S.C. § 3664(d)(3) and Fed. R. Crim. P. 32(d)(2)(A)(ii), the defendant agrees to complete and submit, upon execution of this plea agreement, an affidavit reflecting the defendant's financial condition. The defendant further agrees, and by the execution of this plea agreement, authorizes the United States Attorney's Office to provide to, and obtain from, the United States Probation Office, the financial affidavit, any of the defendant's federal, state, and local tax returns, bank records and any other financial information concerning the defendant, for the purpose of making any recommendations to the Court and for collecting any assessments, fines, restitution, or forfeiture ordered by the Court.

4. Sentencing Recommendations

It is understood by the parties that the Court is neither a party to nor bound by this agreement. The Court may accept or reject the agreement, or defer a decision until it has had an opportunity to consider the presentence report prepared by the United States Probation Office. The defendant understands and acknowledges

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that, although the parties are permitted to make recommendations and present arguments to the Court, the sentence will be determined solely by the Court, with the assistance of the United States Probation Office. Defendant further understands and acknowledges that any discussions between defendant or defendant's attorney and the attorney or other agents for the government regarding any recommendations by the government are not binding on the Court and that, should any recommendations be rejected, defendant will not be permitted to withdraw defendant's plea pursuant to this plea agreement. The government expressly reserves the right to support and defend any decision that the Court may make with regard to the defendant's sentence, whether or not such decision is consistent with the government's recommendations contained herein.

5. Defendant's Waiver of Right to Appeal and Right to Collaterally Challenge the Sentence

The defendant agrees that this Court has jurisdiction and authority to impose any sentence up to the statutory maximum and expressly waives the right to appeal defendant's sentence or to challenge it collaterally on any ground, including the ground that the Court erred in determining the applicable guidelines range pursuant to the United States Sentencing Guidelines, except (a) the ground that the sentence exceeds the defendant's applicable guidelines range as determined by the Court pursuant to the United States Sentencing Guidelines; (b) the ground that the sentence exceeds the statutory maximum penalty; or (c) the ground that the sentence violates the Eighth Amendment to the Constitution; provided, however, that if the government exercises its right to appeal the sentence imposed, as authorized by 18 U.S.C. §

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3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

6. Middle District of Florida Agreement

It is further understood that this agreement is limited to the Office of the United States Attorney for the Middle District of Florida and cannot bind other federal, state, or local prosecuting authorities, although this office will bring defendant's cooperation, if any, to the attention of other prosecuting officers or others, if requested.

7. Filing of Agreement

This agreement shall be presented to the Court, in open court or in camera, in whole or in part, upon a showing of good cause, and filed in this cause, at the time of defendant's entry of a plea of guilty pursuant hereto.

8. Voluntariness

The defendant acknowledges that defendant is entering into this agreement and is pleading guilty freely and voluntarily without reliance upon any discussions between the attorney for the government and the defendant and defendant's attorney and without promise of benefit of any kind (other than the concessions contained herein), and without threats, force, intimidation, or coercion of any kind. The defendant further acknowledges defendant's understanding of the nature of the offense or offenses to which defendant is pleading guilty and the elements thereof, including the penalties provided by law, and defendant's complete satisfaction with the representation and advice received from defendant's undersigned counsel (if any). The defendant also understands that defendant has the right to plead not guilty or to persist in that plea if it has already been made, and that defendant has the right to

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be tried by a jury with the assistance of counsel, the right to confront and cross-examine the witnesses against defendant, the right against compulsory self-incrimination, and the right to compulsory process for the attendance of witnesses to testify in defendant's defense; but, by pleading guilty, defendant waives or gives up those rights and there will be no trial. The defendant further understands that if defendant pleads guilty, the Court may ask defendant questions about the offense or offenses to which defendant pleaded, and if defendant answers those questions under oath, on the record, and in the presence of counsel (if any), defendant's answers may later be used against defendant in a prosecution for perjury or false statement. The defendant also understands that defendant will be adjudicated guilty of the offenses to which defendant has pleaded and, if any of such offenses are felonies, may thereby be deprived of certain rights, such as the right to vote, to hold public office, to serve on a jury, or to have possession of firearms.


9. Factual Basis

Defendant is pleading guilty because defendant is in fact guilty. The defendant certifies that defendant does hereby admit that the facts set forth below are true, and were this case to go to trial, the United States would be able to prove those specific facts and others beyond a reasonable doubt:

FACTS

Multiple Sales Reports

When an individual purchases more than one handgun in a five-day period from a federally licensed firearms dealer ("FFL"), the FFL is required to submit to the Bureau

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of Alcohol, Tobacco, Firearms, and Explosives (“ATF”) a “multiple sales report.” The multiple sales report is not required for the purchase of shotguns and rifles. This report lists the purchaser’s identifying information, as well as the make, model, and serial number of the handguns that were purchased. A query of ATF’s National Tracing Center Multiple Sale Database, which maintains multiple sales reports, revealed that Hugh Crumpler, III (“CRUMPLER”) was involved in 62 multiple sale transactions in 2009. The reports show that CRUMPLER purchased 529 handguns in the multiple sales, many of which are identical in make and model. The repeated purchase of the same type of handgun is generally not consistent with the activities of a firearms collector, because collectors do not ordinarily have numerous copies of the exact same type of firearm. CRUMPLER’s purchase of handguns from FFLs escalated over time, with eleven multiple sale reports totaling 105 firearms in November 2009 and eight multiple sale reports totaling 136 firearms in December 2009.

The majority of the firearms purchased by CRUMPLER were either Glock semi-automatic handguns or Fabrique Nationale Herstal 5.7x28 mm semi-automatic handguns (“FN pistols”). The multiple sales reports show that CRUMPLER purchased at least 95 FN pistols from January 1, 2009 through January 15, 2010. The FN pistol fires a round of ammunition that is capable of penetrating law enforcement body armor. FN pistols are called “matapolicias,” which means cop killers, by cartel members and are the handgun of choice for drug cartels working in Mexico, South America, Central America, and Puerto Rico. Furthermore, handguns destined for Mexico's drug cartels and other drug cartels and paramilitary organizations are often smuggled through Honduras and other Central and South American countries. Cartel members and

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paramilitary groups in Central and South American similarly prefer AR-15 styled short-barreled rifles. CRUMPLER also purchased the components of AR-15 styled short-barreled rifles in volume before converting the components to short-barreled rifles.

Between January 1, 2010 and January 15, 2010, CRUMPLER purchased another 48 firearms in three separate multiple sales. The majority of CRUMPLER's multiple sale purchases (2009 - present) have been from the same FFL in Brevard County, Florida, within the Middle District of Florida ("the Brevard County FFL").

In total, as of January 25, 2010, multiple sale reports indicate that CRUMPLER acquired six hundred and thirty one handguns over several years. The firearms are valued at \$269,645.00 according to the Photo Percentage Grading System at 90% value in the Blue Book of Gun Values, 29th Edition.

Trace Reports

A check by the ATF National Tracing Center of the serial numbers of firearms purchased by CRUMPLER has revealed that at least five of the firearms purchased and sold by CRUMPLER (in multiple sales reports) have been connected to crimes.

Three of his firearms have been directly linked to crimes in Puerto Rico. One of the firearms (an FN pistol) traced to Puerto Rico had a "time to crime" (meaning the time from the date of purchase by CRUMPLER until the date of its recovery by law enforcement) of only nine days. This is indicative of CRUMPLER buying firearms and immediately re-selling them. The other two firearms had a "time to crime" of fifty-two days (FN pistol) and three hundred and eighteen days (Glock pistol), respectively. The firearms recovered in Puerto Rico were recovered in connection with a narcotics offense, from a convicted felon, and in relation to a firearms trafficking case. Several of

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the firearms sold by CRUMPLER that were recovered in Puerto Rico were traced to crimes associated with the Torres Sabana Drug Trafficking Organization, which is one of the most violent and notorious drug trafficking organizations in Puerto Rico. Torres Sabana refers to the name of the housing project in the metropolitan area of San Juan, Puerto Rico, where the organization operates.


Additionally, another firearm, a Glock pistol, was recovered in Medellin, Colombia, South America, after the firearm was used to commit a homicide, with a time to crime of sixty-six days.

Another firearm was found in the possession of a hitman for Oficina de Envigado, which has been described by the Department of Treasury as " a violent Medellin-based organized crime group that engages in large-scale drug trafficking and money laundering activities in Colombia," with a time to crime of one hundred and ten days.

Undercover Operations

August 23, 2009

On August 23, 2009, an ATF agent ("ATF UC"), acting in an undercover capacity, purchased a handgun from CRUMPLER at the Southern Classic Gun and Knife Show, in Orlando, Orange County, Florida, where CRUMPLER had a vendor table. ATF UC talked with CRUMPLER about purchasing a Glock, Model 23, .40 caliber handgun. CRUMPLER told ATF UC that the price for the Glock was \$575.00. ATF UC asked if \$575.00 was the price for "cash and carry." CRUMPLER replied, "Yes...All my business is cash and carry." ATF UC asked CRUMPLER if he had to fill out any paperwork for the gun purchase, referring to the mandatory criminal

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background check conducted by licensed firearms dealers. CRUMPLER replied, "No, Obama won't know that you have it." ATF UC then stated to CRUMPLER that he could not fill out paperwork for a background check because he "would not pass" the check. In response, CRUMPLER said, "Don't tell me that - don't tell me that." CRUMPLER then sold the firearm to the ATF UC for \$575.00. During this meeting, CRUMPLER also gave the ATF UC his business card. The card had CRUMPLER's home telephone number, his cellular phone number, and his computer e-mail address. CRUMPLER gave ATF UC this card as a way to contact him to arrange future firearm purchases.

December 2, 2009, and Follow-up Conversations

On December 2, 2009, ATF UC and an ATF Confidential Informant ("CI-1") met with CRUMPLER at his residence in Brevard County, Florida. The meeting previously had been arranged via recorded phone calls between CRUMPLER and ATF UC. The purpose of the meeting was to introduce CI-1 to CRUMPLER and for CI-1 to purchase a Glock, Model 27, handgun from CRUMPLER. CI-1 is a paid informant who receives monetary compensation from ATF for any assistance provided and is a convicted felon.

When CI-1 and the ATF UC met with CRUMPLER on December 2, 2009, CRUMPLER exited his house and greeted them with the Glock, Model 27, pistol gun case in his hand. CI-1 and CRUMPLER discussed price for the firearm, eventually settling on \$560.00. While CI-1 held the pistol in hand, CI-1 told CRUMPLER, "I just want you to know I am a felon." CRUMPLER replied, "Don't shoot anybody with it" and "I appreciate you being honest with me." CRUMPLER continued, "most people are afraid that Obama is going to come take their guns away, now whether he is or isn't, is not important, it's just important that he might, so they don't want anybody to know, so I

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don't keep a record and if somebody comes and asks where the gun is at, I say I don't remember." CRUMPLER added that he would make a record if asked, however.

CRUMPLER and CI-1 then exchanged the money, though CI-1 inadvertently paid CRUMPLER only \$460.00. CI-1 received the Glock, Model 27, pistol in exchange for the money that was given to CRUMPLER.

After the exchange, CI-1, ATF-UC, and CRUMPLER walked into the garage of CRUMPLER's house. Once there, CI-1 told CRUMPLER about his prior felony convictions. In response, CRUMPLER told CI-1 about his own prior case involving assault on two law enforcement officers (for which CRUMPLER had the adjudication of guilt withheld). CRUMPLER described how he had "punched" two law enforcement officers.

In CRUMPLER's garage, ATF UC and CI-1 observed numerous firearms, including an FN PS-90 assault rifle, two Ruger Mini-14 rifles, a Desert Eagle handgun, an AR-15 pistol, approximately six long guns (rifles/shotguns) in a gun cabinet, and a briefcase holding four assorted handguns. ATF-UC also observed a large storage bin containing numerous Glock handgun boxes that appeared to be new. During the meeting, CRUMPLER stated to ATF UC that he sells firearms "legally" to a guy in the United States, but that he knows that the firearms are going to Honduras. CRUMPLER added that he feels like the "Lone Ranger" and explained that the guns go to Honduras to help protect families. ATF UC observed paperwork in the garage with writing on it regarding firearms. When CI-1 asked if the paper reflected "today's business," CRUMPLER replied, "No, that's someone's wish list."

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On December 18, 2009, CI-1 placed an undercover telephone call to CRUMPLER to inquire about the purchase of another firearm. CI-1 apologized to CRUMPLER for "shorting" CRUMPLER \$100.00 at the previous transaction and offered to pay him the difference immediately. CRUMPLER, however, told CI-1 that he did not have a firearm for him and that he would no longer do business with him. CRUMPLER further stated that CI-1 reminded him of an individual that he previously had sold a firearm that had turned out to be a law enforcement officer.

On January 4, 2010, ATF UC called CRUMPLER to inquire about a firearm that he had asked CRUMPLER to locate for him. CRUMPLER told ATF UC that CI-1 reminded him of someone that CRUMPLER knew as a police officer. That person still owed CRUMPLER \$600.00 for the firearm. The ATF UC tried to reassure CRUMPLER that CI-1 was not a police officer. CRUMPLER responded, "I thought he was, that is the only reason that I gave him a gun after he told me he was a felon." CRUMPLER added, "I wouldn't have gave him a gun if he told me he was a felon - put me in jail for 10 years. I'm not interested." CRUMPLER then abruptly ended the phone call with the ATF UC.

Industry Investigation

ATF Industry Operations Investigators observed CRUMPLER selling firearms on at least four occasions at gun shows, including on December 19, 2009 (Jacksonville Gun Show), at several Orlando area gun shows in 2009, and at several Tampa area gun shows in 2009 (including on October 17-18, 2009).

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Surveillance and Undercover Operation

January 10, 2010

On January 10, 2010, CRUMPLER was observed by ATF agents leaving his residence in a gold-colored Chevrolet Suburban. A computer check through the Florida Driver and Vehicle Information Databases showed that the vehicle is registered to CRUMPLER at his residence. CRUMPLER traveled in the vehicle to the Sun Coast Gun Show in Fort Pierce, Florida. While at the gun show, an undercover agent observed CRUMPLER sell a Glock handgun to an unknown individual for cash. No criminal background check of the purchaser was conducted by CRUMPLER. Another ATF agent observed CRUMPLER openly display several firearms in his vehicle. CRUMPLER later left the gun show and returned to his residence.


January 11, 2010

On January 11, 2010, CRUMPLER was observed by ATF agents as he left his residence in the gold Suburban and traveled to the drive-thru at Riverside Bank, in Brevard County, Florida. CRUMPLER then left the bank and drove to the Brevard County FFL. CRUMPLER went inside the Brevard County FFL and later left carrying two gun boxes. CRUMPLER put the gun boxes inside his vehicle and then drove back to his residence. A multiple sales report submitted by the Brevard County FFL later confirmed that CRUMPLER had purchased 15 FN pistols from the Brevard County FFL.

January 12, 2010


On January 12, 2010, ATF agents observed CRUMPLER as he left his residence in the gold Suburban and traveled to a 7-Eleven store in St. Cloud, Osceola County, Florida. There, CRUMPLER met with Ramon Lopez, Jr. and engaged in an apparent

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firearms transaction. After meeting with Ramon Lopez, Jr., CRUMPLER traveled to a United States Post Office located at 10401 Post Office Boulevard, Orlando, Florida (near the Orlando International Airport). Once there, CRUMPLER purchased two money orders for \$200.00 and \$1,000.00 with a stack of \$20 bills and mailed a letter-sized item containing the money orders to a FFL in Ohio ("the Ohio FFL"). CRUMPLER then left the post office and traveled back to the Brevard County FFL.

At the Brevard County FFL, CRUMPLER went inside and later returned to his vehicle carrying seven dark-colored gun boxes. These boxes are consistent with the appearance of FN firearm boxes. CRUMPLER loaded the boxes into his vehicle and traveled directly to his residence. Later that day, CRUMPLER again left his residence in the gold Suburban and drove to a Mobil Gas Station in Palm Beach Gardens, Florida. While at the Mobil station, CRUMPLER met with two Hispanic males (one of whom was later identified as Jesus Puentes) who had arrived in a white Cadillac, registered to the Hertz Rental Company. The passenger of the Cadillac met with CRUMPLER between the two vehicles. CRUMPLER was observed going into the back seat of his vehicle where he previously had placed the seven firearms boxes from the Brevard County FFL. CRUMPLER returned to the Hispanic male and was observed shaking hands with him. Agents, however, could not clearly see whether CRUMPLER had given the boxes to the Hispanic male. After the meeting, CRUMPLER returned to his residence. Further inquiry based on information received from Hertz Rental Company revealed the renter of the car used a Venezuelan driver's license to rent the car.

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January 13, 2010

On January 13, 2010, CRUMPLER left his residence in the gold Suburban and drove again to the Brevard County FFL. CRUMPLER went inside and came back out with the owner of the Brevard County FFL. The owner was carrying a large cardboard box and rested the box on his shoulder for support. The owner loaded this box into the rear of CRUMPLER's vehicle and CRUMPLER left the Brevard County FFL. CRUMPLER drove to a business in Apopka, Orange County, Florida. CRUMPLER backed his vehicle into a bay door and unloaded the cardboard box. After approximately an hour, CRUMPLER loaded the cardboard box back into his vehicle and drove to his residence.

January 14, 2010

On January 14, 2010, CRUMPLER met with ATF UC at a McDonald's restaurant in Brevard County, Florida. The meeting had been arranged via a recorded telephone call to CRUMPLER by ATF UC. At the meeting, ATF UC paid CRUMPLER the \$100.00 owed to him from the December 2, 2009 transaction. CRUMPLER again explained that he only sold the ATF CI the firearm because he thought he was a law enforcement officer and did not think the person was a convicted felon. CRUMPLER told ATF-UC how he once had sold \$3,000.00 worth of firearms to an individual who had paid him completely in \$5 bills. CRUMPLER also took a phone call during the meeting in which he described "23s" and "27s," which is consistent with .40 caliber Glock handgun models. CRUMPLER promised the person on the phone that those models would be available "next week." CRUMPLER also told the person that he could get them a Glock Model 30 firearm. When the call concluded, CRUMPLER talked again with ATF-UC

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and invited him to visit CRUMPLER at a gun show in Miami on January 15, 2010. When ATF-UC asked about purchasing another handgun from CRUMPLER, CRUMPLER told him that he had a "nickel-plated Desert Eagle" handgun that he could sell to him.

That same evening, CRUMPLER left his residence in the gold Suburban and traveled to Orlando. CRUMPLER went to a residence, a post office, and to a meeting with an FFL ("OBT FFL") in a parking lot in Maitland, Seminole County, Florida (the FFL's residence is on North Orange Blossom Trail in Orange County, Florida), before returning home.

January 15, 2010

On January 15, 2010, ATF agents conducted surveillance of CRUMPLER at his home, at the Brevard County FFL retrieving three handgun boxes, traveling to Miami, Florida, and arriving at the Miami Gun Show at the Miami-Dade fairgrounds.

January 16, 2010 - UC Purchase

On January 16, 2010, an ATF agent ("ATF UC-2"), acting in an undercover capacity, purchased a FN, Model SP90, rifle; and an FN pistol from CRUMPLER for \$3,000.00 total. ATF UC-2 also observed CRUMPLER displaying additional firearms for sale at his booth. During the transaction, CRUMPLER described that the FN rifle could shoot through body armor at two hundred meters.

January 16, 2010 - Firearms Sale to Barbados Resident

Also, on January 16, 2010, ATF agents observed CRUMPLER sell several firearms to a man at the Miami Gun Show for U.S. currency. Further investigation resulted in the seizure of several firearms, firearms accessories, and ammunition from

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the man who purchased the firearm from CRUMPLER. The purchaser was identified as a British citizen residing in Barbados, who was scheduled to return back to Barbados in several days. ATF agents seized the following items from the purchaser from Barbados: two Tactical Machining, AR-15, .223 caliber pistols (inside the black gun case that CRUMPLER gave to the purchaser); a Beretta PX-4 Storm, .40 caliber pistol; four boxes of .45 caliber ammunition containing 200 rounds of ammunition; two AK-47 round drums containing 150 rounds of ammunition; eight different caliber magazines; and a gun cleaning brush. The purchaser advised that he paid \$1,150.00 in U.S. currency for each AR-15 pistol and \$600.00 in U.S. currency for the Beretta pistol, and stated that the seller (CRUMPLER) did not give him a receipt for the firearms.

January 16, 2010 - Firearms Sale to Jesus Puentes

Also, on January 16, 2010, ATF observed Jesus Puentes make contact with CRUMPLER at the Miami Gun Show. Subsequently, CRUMPLER and Jesus Puentes exited the gun show building together and appeared to conduct a transfer of firearms from CRUMPLER to Jesus Puentes at CRUMPLER's vehicle in the parking lot of the gun show.

Immediately after the suspected firearms purchase, ATF observed Jesus Puentes carrying a large cardboard box and subsequently place the box into the trunk of a white Cadillac sedan. An ATF surveillance team watched the white Cadillac until Miami-Dade Police Department (MDPD) Detectives conducted a vehicle stop and seizure of the overdue rental car pursuant to violations of the rental return conditions of the rental agreement. At that time, an inventory search of the vehicle resulted in the recovery of three FN pistols concealed in a box within the trunk of the white Cadillac.

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An ATF surveillance agent verified that this was the same cardboard box that was observed being carried to the Cadillac from the gun show premises by Jesus Puentes. At that time, Jesus Puentes was identified by his Florida driver's license. Further investigation revealed that Jesus Puentes was born in Colombia, South America; had previously been enlisted in the U.S. Army; and worked for an international shipping and freight forwarding company that shipped to Central and South America, including Venezuela.

January 17, 2010

On January 17, 2010, ATF agents again conducted surveillance of CRUMPLER at his table inside the Miami Gun Show. At the gun show, ATF UC-2 purchased another FN pistol from CRUMPLER for \$1,200.00. Later in the day, CRUMPLER left the gun show and drove to meet with two Hispanic males in the Little Havana area of Miami and apparently sold firearms to the two males. CRUMPLER then drove to his residence.

ATF UC conducted a recorded conversation on that day with CRUMPLER, and CRUMPLER stated that he was driving home from the Miami Gun Show and stated that the gun show was "awesome" and that he sold "a lot of [his] collection."

January 18, 2010

On January 18, 2010, ATF agents conducted surveillance of CRUMPLER. CRUMPLER was observed leaving his residence and driving to the West Palm Beach area. CRUMPLER was observed engaging in a firearms transaction in a grocery store parking lot in West Palm Beach, Florida, wherein CRUMPLER gave the buyer, a Hispanic male named Antonio Ruiz-Varela, several firearms. Antonio Ruiz-Varela was

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followed from the firearms transaction with CRUMPLER in his car, a blue Dodge Durango, to a residence in Green Acres, Florida. Antonio Ruiz-Varela was located at the residence and identified as a Honduran citizen in the United States illegally. Claudia Largaespada was also located at the residence and gave ATF agents the keys to the blue Dodge Durango for them to use to enter the automobile. ATF agents observed the same cardboard box that CRUMPLER gave Antonio Ruiz-Varela in the firearms transaction, as well as several rifles in the vehicle. Antonio Ruiz-Varela and Claudia Largaespada gave consent to ATF to seize the firearms in the vehicle. In total, ATF agents seized twenty-one firearms, firearms accessories, and ammunition from the blue Dodge Durango, including nine Tactical Machining, Model TM-15, .223 caliber short-barreled rifles; twelve Tactical Machining, Model TM-15, .223 caliber firearms/lower receivers; and eighteen .223 caliber ammunition magazines. After seizing the firearms, ATF agents, operating under the ruse that they were local law enforcement officers, provided Ruiz-Varela and Largaespada with a business card with a cellular telephone number on it.

CRUMPLER was also observed at 7002 Alvina Way, Orlando, Orange County, Florida ("7002 Alvina Way"); an FFL in Apopka, Orange County, Florida ("the Apopka FFL"); the OBT FFL's residence; a post office; and at CRUMPLER's residence.

January 19, 2010

On January 19, 2010, an ATF agents conducted surveillance on CRUMPLER and observed him at a Riverside Bank in Brevard County, Florida; a post office; and at the Brevard County FFL. Multiple sale reports confirmed that CRUMPLER purchased

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seventeen firearms, including Glock pistols, an FN pistol, and a Beretta pistol, on January 19, 2010, from the Brevard County FFL.

Also, on January 19, 2010, an ATF agent received an unexpected telephone call from CRUMPLER. CRUMPLER called the ATF agent's cellular telephone and asked to speak to the assumed name of the Green Acres Police Department Detective that was given to Ruiz-Varela as noted above. The ATF agent played the role of the Green Acres Police Department Detective. CRUMPLER stated that the firearms taken from "Antonio" on the previous evening belonged to him. CRUMPLER stated that "Antonio" was just holding the firearms for him. CRUMPLER stated that he gave "Antonio" the firearms to hold because he only had a small table at the Miami gun show, and CRUMPLER did not want to take that many firearms to the gun show at one time. CRUMPLER indicated to the ATF agent that "Antonio" may have been trying to "protect" CRUMPLER (for reasons not stated) by not giving the authorities CRUMPLER'S name at the time of the seizure. CRUMPLER stated that he would bring documentation with him to the police in order to retrieve the firearms. CRUMPLER stated that the documentation would include a copy of his friend's (not identified) FFL license, who was the manufacturer of the firearms. The ATF agent advised CRUMPLER that there was concern that so many firearms were being possessed by an illegal alien in a bad neighborhood. CRUMPLER responded by saying that he knew "Antonio" was illegal, but added that he was better friends with "Antonio's" girlfriend, "Claudia." CRUMPLER then stated that he would travel to the police station to pick up the firearms. The telephone call was concluded with future correspondence anticipated.

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January 21, 2010

On January 21, 2010, ATF agents conducted surveillance of CRUMPLER and he was observed driving in his gold Suburban and at the following locations: his residence; a post office; Brevard County FFL (owner of business loading boxes into CRUMPLER's vehicle); Shell Gas Station in West Palm Beach (apparently engaging in a firearm transaction); 7002 Alvina Way; and at the Apopka FFL.

January 22, 2010

On January 22, 2010, ATF agents conducted surveillance of CRUMPLER and observed him driving his gold Suburban and at the following locations, among others: the Brevard County FFL; 7002 Alvina Way; and the Apopka FFL.

January 23, 2010

On January 23, 2010, ATF agents conducted surveillance on CRUMPLER and observed him driving his gold Suburban and at the following locations: his residence; Pilot Travel Center gas station in Cocoa, Brevard County, Florida (making an apparent firearms transaction); and 7002 Alvina Way.

Also, on January 23, 2010, ATF UC-2 made a recorded telephone call to CRUMPLER and discussed a future potential firearms transaction with CRUMPLER. CRUMPLER indicated he would sell FN pistols and AR-15 styled rifles to ATF UC-2. Further, CRUMPLER again provided his e-mail address (earlier provided on a business card at a gun show) as a means for future communication regarding the potential firearms transactions.

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January 24, 2010

On January 24, 2010, ATF agents, acting in an undercover capacity, exchanged several e-mails with CRUMPLER, where CRUMPLER offered several firearms, including FN pistols and short-barreled firearms, for sale.

January 25, 2010

On January 25, 2010, ATF agents conducted surveillance of CRUMPLER, and observed him purchasing three money orders in denominations of \$985.00, \$965.00, and \$965.00, from a post office in Grant, Florida; at the Brevard County FFL; at a 7-Eleven gas station in St. Cloud, Florida, conducting a firearms transaction with Ramon Lopez, Jr. (same place and person as the January 12, 2010 transaction); and at the Apopka FFL.

CRUMPLER was observed meeting with Lopez (driving a black BMW sedan bearing an Indiana license plate) at the 7-Eleven gas station. ATF personnel determined that the Indiana license plate was not registered to the black BMW sedan. CRUMPLER transferred two cardboard boxes into the trunk of Lopez's vehicle with Lopez's assistance. CRUMPLER left Lopez and continued to the Apopka FFL.

ATF personnel conducted an investigatory stop of Lopez after following him from the meeting with CRUMPLER at the 7-Eleven store. Law enforcement officers with the Osceola County Sheriff's Office ("OCSO") responded to the Tax Collector's Office (where Lopez stopped and entered) at ATF personnel's request, ran the tags on Lopez's vehicle and determined that the tags were not then registered to the vehicle. OCSO deputies, along with ATF Special Agent ("SA") Bryan Page who was posing as an OCSO Deputy, approached Lopez as he opened the trunk of his vehicle. SA Page

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observed two cardboard boxes matching the description of the boxes given by CRUMPLER to Lopez. Deputies asked Lopez if he had any firearms in his vehicle and Lopez stated he had a firearm in the passenger compartment and in the trunk. Lopez gave deputies consent to temporarily seize the firearms for officer and community safety, and described that the firearms in the trunk were located in the two cardboard boxes, as well as inside a large green plastic box. The deputies opened the boxes and found thirty-nine firearms, including fifteen Glock pistols inside the two boxes that Lopez received from CRUMPLER. Lopez had received the other twenty-four firearms from another firearms trafficker.

January 26, 2010, Confrontation of CRUMPLER

On January 26, 2010, ATF UC-2 contacted CRUMPLER on CRUMPLER's cellular telephone. The conversation was recorded. CRUMPLER discussed selling FN pistols to ATF UC-2 in the future and also stated he could sell three AR-15 style firearms to the ATF undercover immediately. Also, on January 26, 2010, ATF agents conducted surveillance of CRUMPLER and observed him at his residence, at a post office, at the Brevard County FFL, and driving towards 7002 Alvina Way.

Confrontation

While CRUMPLER was driving in the direction of 7002 Alvina Way, ATF agents made contact with him via a coordinated traffic stop conducted by an Orange County Sheriff's Office ("OCSO") marked unit in the area of Goldenrod Road and Lee Vista Road. CRUMPLER's vehicle was stopped and he was approached. CRUMPLER was advised that he was not under arrest and asked to accompany ATF agents to another

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[Signature]

location to discuss potential firearms violations. CRUMPLER agreed and was transported to the ATF Orlando III Field Office.

Firearms Trafficking Generally

Upon arriving at the ATF Orlando III Field Office, CRUMPLER was advised of his constitutional rights. Prior to advising CRUMPLER of his constitutional rights, CRUMPLER was again advised that he was not under arrest. After being advised of his constitutional rights, CRUMPLER acknowledged that he understood his rights. CRUMPLER freely and voluntarily agreed to answer questions and make a statement. CRUMPLER advised the agents that he was willing to provide information about CRUMPLER's illegal firearms trafficking activity, including information as it relates to customers to whom CRUMPLER has sold firearms. CRUMPLER stated he did not have an FFL license and had been selling firearms without a license for profit. CRUMPLER stated that, since mid-2007, he has been selling firearms to individuals identified by CRUMPLER as Hispanic males (H/M) known to be from Honduras, among other customers. CRUMPLER claimed to have regular customers that purchased firearms from CRUMPLER throughout Florida.

Between 2005 and 2007, CRUMPLER stated that he began purchasing firearms in different calibers, starting with 9mm, with plans to obtain every caliber. However, CRUMPLER stated that he would buy a couple of firearms and after a month or two, CRUMPLER would sell the firearms. CRUMPLER stated that this became a habit. CRUMPLER explained that he would buy two or three firearms, maybe five, and then he would sell the firearms one or two at a time. CRUMPLER indicated that initially these activities were somewhat of a hobby. CRUMPLER even began attending gun

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shows where CRUMPLER began to be pulled into the business of selling firearms on a regular basis. CRUMPLER explained how an individual that CRUMPLER knew to regularly have a table at gun shows suggested that CRUMPLER himself begin selling firearms from a table at gun shows. CRUMPLER stated that he took the advice of the individual and soon began selling firearms at gun shows. CRUMPLER stated that at first, he was not trying to make a profit, but soon realized that he could "make a little money" selling firearms.

CRUMPLER stated that, since approximately mid-2007, he had been buying and selling firearms for profit, without a license. CRUMPLER added that some of the proceeds from firearms sales were used to pay credit card bills. According to CRUMPLER, he first sold at a gun show in Melbourne, Brevard County, Florida, in 2007. At the gun show, CRUMPLER claimed to have sold mostly "pictures." CRUMPLER stated that his goal was "to get more money to buy more guns to increase inventory of guns to sell more to pay bills." CRUMPLER stated that he started making money at gun shows so he started to attend more gun shows. At gun shows, CRUMPLER stated that he would ask people what types of firearms they were looking to obtain. CRUMPLER stated that if he did not already have those types of desired firearms, CRUMPLER would try to have those firearms at the next gun show. CRUMPLER stated that he also tried to obtain regular customers for firearms at gun shows. Over the last two to three years, CRUMPLER stated that he obtained a customer base, and CRUMPLER stated that he now realized that the individuals that make up the customer base were "not good customers." CRUMPLER stated that in 2008, he started to increase his attendance at the gun shows, attending two to three

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shows a month. CRUMPLER stated that he would have attended more gun shows in 2008, but explained that he "could not get into them all."

CRUMPLER stated that he only missed two gun shows, not including Christmas, in 2009. CRUMPLER stated that he never sold more than fifteen firearms at any one gun show, and that on average CRUMPLER only displayed an inventory of about twelve to fifteen firearms at a gun show. CRUMPLER explained that he has recently started taking orders for specific types of firearms, which would be kept in CRUMPLER'S vehicle at the gun shows. Also, at the gun shows, CRUMPLER stated that people would pick up his business card and call CRUMPLER later in the week to arrange firearms transactions. CRUMPLER explained that this was another way that he increased his customer base. CRUMPLER stated his routine of continuously obtaining firearms and selling firearms, in great quantity, to a large customer base had been "out of control." CRUMPLER stated that from mid-2008 until January 26, 2010, the firearms sales "started to explode." CRUMPLER stated that he was aware that the ATF was being notified as it relates to CRUMPLER'S purchases of multiple handguns.

Customers

Throughout the course of the interview, CRUMPLER identified numerous individuals throughout the state of Florida that he considers regular customers. These customers are known to CRUMPLER as: "Jose" from Miami; "Claudia" and "Antonio" from Greenacres; "Javier," "Manuel," "Carlos," "Cecil/Cesar" and "Hector" from Orlando; "Jorge" from St. Augustine; "Ray" from Kissimmee; among other individuals who have not been charged. CRUMPLER stated, "A lot of guns end up in Honduras through Manuel, Jorge, and Antonio." CRUMPLER stated that he feels more

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comfortable selling firearms to people when CRUMPLER knows the firearms are going out of the country.

Greenacres - Antonio Ruiz-Varela and Claudia Largaespada

CRUMPLER stated that since mid-2007, he sold approximately two hundred firearms, including short-barreled rifles and FN pistols, to "Claudia" and "Antonio" from Greenacres, Florida. CRUMPLER stated he knew these firearms were being sent to Honduras. CRUMPLER identified a photograph of Antonio Ruiz-Varela (a/k/a Gerson Ruiz-Varela) as "Antonio" and Claudia Largaespada as "Claudia." CRUMPLER admitted to selling firearms, including short-barreled rifles, to Antonio Ruiz-Varela on January 18, 2010, at a grocery store parking lot in South Florida. CRUMPLER stated that Antonio Ruiz-Varela had an open order for an additional ten AR-15 lower receivers.

7002 Alvina Way - Honduran Traffickers

CRUMPLER identified individuals residing at 7002 Alvina Way as regular recipients of firearms sold by CRUMPLER, since at least September, 2009. According to CRUMPLER, since September, 2009, CRUMPLER has sold approximately three hundred firearms, including short-barreled rifles, to individuals identified by CRUMPLER as "Manuel," "Javier," "Carlos," and "Cesar" a/k/a "Cecil;" and known to reside at 7002 Alvina Way. Additionally, CRUMPLER identified an individual known as "Hector," as an associate of the previously listed individuals, who is known to frequent 7002 Alvina Way and who purchased the same type of firearms from CRUMPLER.

Particularly, CRUMPLER has since described that "Hector," "Cesar" a/k/a "Cecil," and "Javier" purchased approximately forty firearms, including short-barreled rifles, FN pistols, Glock semi-automatic pistols, and Beretta firearms, from CRUMPLER on at

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least six occasions both at 7002 Alvina Way and CRUMPLER's residence.

CRUMPLER has also since detailed that he sold short-barreled rifles to "Manuel," "Carlos," "Cesar," "Javier," and "Hector."

Within the last month or so, CRUMPLER stated that another individual known only as "Mancho" has been at the 7002 Alvina Way residence during CRUMPLER's visits. CRUMPLER stated that "Mancho" has purchased a "hand full" of firearms from CRUMPLER. CRUMPLER stated that all six listed individuals have purchased the approximate three hundred firearms noted during the listed time frame. CRUMPLER stated that on average over the listed time frame, CRUMPLER delivered multiple firearms to 7002 Alvina Way several times a week.

CRUMPLER stated that the individuals from 7002 Alvina Way previously advised CRUMPLER that they were all from Olancho, Honduras. (According to a U.S. government website, "Olancho is one of the most violent areas in Honduras.") CRUMPLER stated that information provided by the individuals at 7002 Alvina Way to CRUMPLER indicated that firearms obtained from CRUMPLER were sent to Honduras in "packets." Through information received during conversation with the listed individuals, CRUMPLER believes that firearms, wrapped in aluminum foil, are secreted in containers of various "parts" to be shipped to Honduras. CRUMPLER stated that on one occasion, "Manuel" asked CRUMPLER to mail a package via FedEx to Honduras for "Manuel," which CRUMPLER agreed to do. CRUMPLER stated that "Manuel" informed CRUMPLER that the package contained "car parts." The total cost to ship the package express to Honduras was \$345.00. CRUMPLER stated that on several occasions, CRUMPLER has received payment for firearms delivered to the individuals

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at 7002 Alvina Way through Money Grams from Walmart. According to CRUMPLER, the Money Grams were all sent to CRUMPLER from various individuals in Olancho, Honduras.

CRUMPLER stated at the time that ATF made contact with him on Goldenrod Road, CRUMPLER was en route to the residence located at 7002 Alvina Way to meet with "Manuel," "Javier," "Carlos," and "Cesar." CRUMPLER stated that "Manuel," "Javier," "Carlos," and "Cesar" were expecting CRUMPLER to arrive at the listed residence with firearms previously ordered. Additionally, CRUMPLER was expecting to receive money from the listed individuals for firearms previously delivered.

CRUMPLER stated that the intended recipients for the firearms that were recovered from his Suburban as a result of his written consent were the individuals at 7002 Alvina Way. Specifically related to the items seized from CRUMPLER's vehicle, CRUMPLER provided information on which firearms were destined for the several of the people associated with 7002 Alvina Way. CRUMPLER stated that he obtained AR-15 pistols from a licensed firearms dealer and converted them into short-barreled rifles.

CRUMPLER further stated that "Javier" owes CRUMPLER \$4,100.00 for two firearms previously delivered by CRUMPLER to "Javier" at 7002 Alvina Way. CRUMPLER explained that "Javier" took possession of an H&K, Model SL8, .223-caliber rifle, and an AR-15 type rifle, with a flare launcher, without payment. CRUMPLER stated that "Cesar" owes CRUMPLER \$13,900.00 for firearms previously delivered by CRUMPLER to 7002 Alvina Way. CRUMPLER stated that "Manuel" has an "open order," meaning as many and as often as CRUMPLER can provide the firearms, with CRUMPLER for the following firearms: FN pistols, sold by CRUMPLER

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for \$1,200.00 each, and AR-15 short-barreled rifles, sold by CRUMPLER for \$1,200.00, along with a variety of other firearms. CRUMPLER stated that "Cesar" has regularly obtained from CRUMPLER, FN pistols and AR-15 short-barreled rifles, especially when the short-barreled rifles are "chromed." CRUMPLER stated that "Cesar" has obtained a total of eight "chromed" AR-15 short-barreled rifles, six within the last month.

CRUMPLER stated that "Cesar" has paid for a total of twelve "chromed" AR-15 short-barreled rifles, and CRUMPLER still "owes" "Cesar" the remaining four short-barreled rifles. CRUMPLER stated that "Javier" has "an order" with CRUMPLER for the following firearms: fifteen Glock, Model 17, 9mm pistols, in olive drab (OD); and fifteen Glock, Model 21, 9mm pistols, in OD. CRUMPLER stated that within a two-day period over the last week, CRUMPLER sold "Javier" five Glock, Model 34, 9mm pistols.

CRUMPLER estimated that in total, CRUMPLER has sold approximately fifty firearms to "Manuel," "Javier," "Carlos," and "Cesar" over the last couple of weeks since the last "packet" was sent to Honduras. CRUMPLER stated that he was previously advised by the individuals at 7002 Alvina Way that the next "packet" was to be shipped to Honduras the following day, meaning January 27, 2010.

CRUMPLER identified the following individuals from 7002 Alvina Way from photographs as regular recipients of firearms, including short-barreled rifles: Manuel Dejesus Carrasco-Ruiz (Honduran and illegal alien) as the individual known to CRUMPLER as "Manuel;" Carlos Humberto Guillen-Rivera (Honduran and illegal alien) as the individual known to CRUMPLER as "Carlos;" Cesar Augusto Guillen-Rivera (Honduran and illegal alien) as the individual known to CRUMPLER as "Cesar," a/k/a "Cecil;" Hector Saenz (Honduran) as the individual known to CRUMPLER as "Hector."

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Kissimmee/St. Cloud - Ramon Lopez, Jr.

CRUMPLER stated he had been selling firearms to Ramon Lopez, Jr. (whom CRUMPLER identified by photograph and knew as "Ray") at gun shows since 2008. CRUMPLER stated Ramon Lopez, Jr. initially purchased a Glock pistol from CRUMPLER at a gun show in Orlando and recently (since August 2009) had been purchasing multiple firearms from CRUMPLER per occasion. Since August 2009, CRUMPLER advised he had sold more than five firearms to Ramon Lopez, Jr. on at least five occasions. CRUMPLER stated the quantity per transaction increased to tens and twenties over the last several months. CRUMPLER stated Ramon Lopez, Jr. purchased Glock pistols, FN pistols, and AR-15 styled short-barreled rifles from CRUMPLER. CRUMPLER stated Ramon Lopez, Jr. wanted all of the Glock pistols that CRUMPLER could provide in Models 23, 27, and 30, so long as they cost less than \$500.00 per firearm. CRUMPLER stated he purchased used Glock pistols from the Brevard County FFL and sold them to Ramon Lopez, Jr. CRUMPLER stated he sold approximately one hundred firearms to Ramon Lopez, Jr. since 2008. CRUMPLER stated Ramon Lopez, Jr. had an open order for ten Glock Model 23 pistols, ten Glock Model 27 pistols, and ten Glock Model 30 pistols. CRUMPLER stated the 7-Eleven in St. Cloud was a routine meeting spot for CRUMPLER and Ramon Lopez, Jr.

CRUMPLER stated the last firearms transaction with Ramon Lopez, Jr. (on January 25, 2010) was for fifteen used Glock pistols for \$7,500.00 (\$500.00 each), which occurred at the 7-Eleven.

CRUMPLER stated he had a previous transaction with Ramon Lopez, Jr. at the 7-Eleven on January 12, 2010, and sold Ramon Lopez, Jr. ten AR-15 styled short-

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barreled rifles and ten Glock pistols. CRUMPLER stated he sold the AR-15 styled short-barreled rifles for \$1,150.00 apiece (usually sold for \$1,200.00) and accepted \$16,500.00 total for all of the firearms.

CRUMPLER stated that approximately three weeks before January 12, 2010, he met with Ramon Lopez, Jr. and Ramon Lopez, Jr. purchased five FN pistols (\$1,200.00 each) and two or three Glock pistols (\$500.00 each).

St. Augustine/Jacksonville - Jorge Acosta

CRUMPLER stated he also sold firearms to "Jorge," from the St. Augustine / Jacksonville area. "Jorge" has been identified as Jorge Acosta. CRUMPLER stated Jorge Acosta is originally from the country of Honduras. CRUMPLER stated that he met Jorge Acosta two years ago at a Jacksonville gun show. Since that time, CRUMPLER and Jorge Acosta have engaged in a number of firearms transactions comprising the sale or transfer of one hundred to one hundred and fifty firearms to Jorge Acosta, including "short-barreled rifles." During the last two years, CRUMPLER has also sold a variety of other firearms to Jorge Acosta, including FN pistols and Glock pistols. According to CRUMPLER, Jorge Acosta has advised CRUMPLER on several occasions that Jorge Acosta is sending all of his purchased firearms to Honduras on behalf of individuals residing in Honduras, and that he and "the Ruiz family," who operate separately, are the two largest firearms traffickers who send firearms to Honduras. CRUMPLER advised ATF that in the beginning of January, 2010, Jorge Acosta traveled from Jacksonville, Florida to Brevard County, Florida, and purchased twelve FN pistols from CRUMPLER at a gas station on Eau Gallie Blvd. at Interstate 95. CRUMPLER offered twelve FN pistols for sale at a price of \$1,200 each, but Jorge

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Acosta had only paid \$13,600.00 (total during incremental payments) of the \$14,400.00 for that firearms transaction, so he currently still owes CRUMPLER \$800.00. Jorge Acosta advised CRUMPLER that he was sending those firearms to Honduras along with several "short-barreled rifles" that Jorge Acosta previously purchased from CRUMPLER. CRUMPLER stated Jorge Acosta was also interested in purchasing Beretta, Model 96, pistols.

Miami - Jesus Puentes

CRUMPLER provided information regarding the firearms trafficking activities of Jesus Puentes, a/k/a "Jose," a/k/a "Jose Vega." CRUMPLER knows Jesus Puentes as "Jose," and Jesus Puentes is a regular customer to whom CRUMPLER sells firearms, including "short-barreled rifles." CRUMPLER identified a photograph of Jesus Puentes as the individual known by CRUMPLER as "Jose." CRUMPLER stated that he met Jesus Puentes at a gun show in Tampa, Florida, approximately one year before January 26, 2010. CRUMPLER stated that approximately a month and a half after meeting Jesus Puentes, CRUMPLER sold one M4 assault rifle and one Glock pistol to Jesus Puentes at a gun show in Tampa. CRUMPLER stated that Jesus Puentes advised CRUMPLER that he was formerly in the U.S. Army. Additionally, CRUMPLER stated that Jesus Puentes advised CRUMPLER that he was born in Venezuela. According to CRUMPLER, Jesus Puentes advised CRUMPLER that firearms he purchased from CRUMPLER were being exported to Venezuela. Specifically, CRUMPLER stated that Jesus Puentes advised CRUMPLER that the firearms were being sent to Jesus Puentes' father in Venezuela. CRUMPLER estimated that he has sold firearms to Jesus Puentes on at least five occasions over the past five months. In

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total, CRUMPLER estimated that he has sold Jesus Puentes approximately fifty firearms, including short-barreled rifles, during the previous year. Jesus Puentes told CRUMPLER that all of the firearms sold to Jesus Puentes by CRUMPLER had been exported to Venezuela.

According to CRUMPLER, Jesus Puentes purchased three AR-15 styled short-barreled rifles from CRUMPLER for \$1,200.00 each on January 12, 2010. CRUMPLER recalled that Jesus Puentes was operating a white Cadillac at the time of the firearms transaction.

CRUMPLER stated that on January 16, 2010, Jesus Puentes purchased three FN pistols from CRUMPLER at the Miami Gun Show for \$1,200.00 each. CRUMPLER stated that Jesus Puentes paid CRUMPLER \$10,150.00 total at the gun show for these three FN pistols, as well as for future additional firearms. CRUMPLER stated that the advancement of the additional money was prepayment for the following firearms sought by Jesus Puentes: seven Glock pistols; a Smith & Wesson revolver, in an orange emergency box; and, a Mossberg pistol grip shotgun, in a PVC container. CRUMPLER explained that the Smith & Wesson revolver and the Mossberg shotgun were "special requests" by Jesus Puentes for Jesus Puentes' father's (father-in-law's) yacht. CRUMPLER stated that, at the time of the interview, CRUMPLER was expecting a call from Jesus Puentes, and that CRUMPLER planned to deliver the remaining firearms to Jesus Puentes on the following day.

Sources of Firearms and Weapon Types


CRUMPLER was questioned about the types of firearms that he routinely sells. CRUMPLER indicated that he would sell whatever anyone would buy. Specifically,


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CRUMPLER was asked about AR-15 type assault rifles. CRUMPLER acknowledged that he often sells those types of rifles. CRUMPLER stated that the owner of the Apopka FFL obtained "AR" receivers from Tactical Machining, as well as other manufacturers, and built "AR pistols" for CRUMPLER. CRUMPLER stated that the owner of the Apopka FFL was able to get the best price for CRUMPLER on the "AR pistol." CRUMPLER stated that the owner of the Apopka FFL sold the "AR pistols" to CRUMPLER for \$800.00 each. CRUMPLER claimed that he recently purchased thirty "AR pistols" from the owner of the Apopka FFL. CRUMPLER stated that after receiving the "AR pistols" from the owner of the Apopka FFL, CRUMPLER would take the firearms home. CRUMPLER stated that he would then replace the "tube" with a collapsible shoulder stock, thereby converting the pistol into a rifle. CRUMPLER stated that he did the conversion, often in his garage, for approximately \$50.00, the cost of the aforementioned stock. CRUMPLER stated that he learned how to assemble and disassemble firearms in Vietnam.

When questioned about the conversion of pistols into short-barreled rifles CRUMPLER stated "guilty." CRUMPLER stated that he knew that the short-barreled rifles were illegal to possess if not registered according to the National Firearms Act ("NFA"), due to the length of the barrel which is less than the legal length. CRUMPLER confirmed that he did not have a license to manufacture, possess, or distribute NFA firearms. CRUMPLER confirmed that he has never registered any firearms with the NFA. CRUMPLER stated, "I knew that I was making short-barreled rifles, barrel was less than 16 inches." CRUMPLER claimed that the owner of the Apopka FFL did not manufacture any of the short-barreled rifles for CRUMPLER. However, CRUMPLER

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stated that he did obtain some tactical firearms parts, to include collapsible stocks, from the Apopka FFL. CRUMPLER stated that, on occasion, CRUMPLER has purchased "kits" for AR-15s on the Internet, but that the Apopka FFL has the best price. CRUMPLER said that the owner of the Apopka FFL told CRUMPLER that the owner had to send the paperwork "in."

CRUMPLER confirmed that the total cost for him to purchase AR-15 pistols, along with the collapsible stock, is \$850.00. CRUMPLER stated that he sold the AR-15 short-barreled rifles for \$1,200.00 each. CRUMPLER stated he always buys firearms in his own name, and knew that the firearms could be traced back to him. CRUMPLER stated that, while it was a concern that firearms may be traced to him, he did not anticipate that happening since all the firearms were going overseas, which lessened CRUMPLER's worries. CRUMPLER stated that he obtained "used" Glock pistols from the Brevard County FFL. CRUMPLER stated that the owner of the Brevard County FFL ordered "used" Glock pistols from an unknown source online. CRUMPLER added that most of the "used" Glocks were law enforcement trade-ins. CRUMPLER stated that he buys the aforementioned Glocks from the owner of the Brevard County FFL for \$450.00 each and then resells the Glock pistols for \$500.00 each. CRUMPLER stated that the owner of the Brevard County FFL orders whatever CRUMPLER wants. CRUMPLER stated that he has twenty-two firearms, "prepaid," on order with the Brevard County FFL, including eleven Glock, Model 17 pistols (olive drab) and eleven FN pistols. CRUMPLER stated that all of the firearms that he buys from gunbroker.com go thru the Brevard County FFL for the FFL to FFL transfer. CRUMPLER added that he was trying to do everything as legal as he could do it. CRUMPLER stated that the owner of the

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Brevard County FFL told CRUMPLER that the owner had to turn the "paperwork" into the government.

CRUMPLER stated that his wife told him that he was doing wrong, but chose to disregard her warnings. CRUMPLER stated, "It didn't start out, what it turned in to," and that, "I wanted someone to catch me." CRUMPLER stated that he sells firearms to customers on the phone before he travels to meet the customers. Once the firearms transactions are made over the phone, CRUMPLER stated that he "makes deliveries." CRUMPLER stated that he has purchased approximately one hundred firearms during the month of January, 2010.

CRUMPLER indicated that he purchased chromed AR-15 pistols from the OBT FFL on several occasions, including on January 14, 2010, in Maitland, Seminole County, Florida. CRUMPLER stated he purchased over ten chromed AR-15 pistols from the OBT FFL and converted them to short-barreled rifles.

CRUMPLER stated he sold firearms, including short-barreled rifles and FN pistols, to people associated with security companies, former police officers, former military, friends, and citizens of other countries. CRUMPLER stated that he often traveled to the U.S. Post Office by the Orlando International Airport to mail out packages, specifically money orders used to pay for firearms. CRUMPLER explained that the mail goes out faster from the "airport" post office due to the fact that it was a sorting facility.

Based on CRUMPLER's admissions, FFL records, and other investigation, it is agreed by CRUMPLER and the United States that CRUMPLER trafficked and sold one thousand firearms from June, 2007 through January 26, 2010.

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CRUMPLER also turned over \$2,700.00 in U.S. currency that he had in his possession and that is proceeds of his firearms trafficking activities.

January 26, 2010, Consent Search of CRUMPLER's Chevrolet Suburban

On January 26, 2010, CRUMPLER signed a written consent for the search of his Chevrolet Suburban, which resulted in the recovery of U.S. currency, firearms, firearms accessories and ammunition, including the following:

1. Glock 9mm caliber semi-automatic pistol, Model 17, Serial No. NLG137;
2. Glock 9mm caliber semi-automatic pistol, Model 17, Serial No. NLG208;
3. Glock 9mm caliber semi-automatic pistol, Model 34, Serial No. NUF820;
4. Ruger .22 caliber rifle, Model 10/22, Serial No. 250-21976;
5. Tactical Machining, Model TM15, .223 caliber short-barreled rifle, Serial No. A0002797;
6. Tactical Machining, Model TM15, .223 caliber short-barreled rifle, Serial No. A0002782;
7. Front site posts for rifles;
8. 30 round magazine for Ruger 10/22 rifle;
9. 200 rounds of Hornaday 9mm ammunition; and
10. \$2,005.57 in U.S. currency.

Search Warrant Executed at CRUMPLER's Residence


On January 26, 2010, while CRUMPLER was being interviewed, personnel from ATF Orlando executed a federal search warrant at CRUMPLER's residence located in Brevard County, Florida. Pursuant to the execution of the search warrant, agents seized numerous firearms, firearms accessories, ammunition, and miscellaneous

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documents (including ledgers and journals related to firearms obtained and firearms sold). The firearms, firearms accessories and ammunition include:


1. Colt, Model Sport Match H-Bar, .223 caliber rifle, Serial No. 079770;
2. Remington, Model 1187, 12 gauge shotgun, Serial No. PC013595;
3. Weatherby, Model Mark V, .300 caliber bolt action rifle, Serial No. H147059;
4. AR-15 upper receiver;
5. Marlin, Model 336, 30-30 winchester caliber rifle, Serial No. 25155062;
6. Remington, Model 700, .308 caliber rifle, Serial No. C6623235;
7. Mossburg, Model 590, 12 gauge shotgun, Serial No. P698210;
8. Gilbert Equipment Company, Model USAS 12, 12 gauge shotgun, Serial No. A0000876SA;
9. Daewoo, Model Max 1, 5.56 mm rifle, Serial No. 028148;
10. Bushmaster Firearms Inc., Model M17S, 5.56mm rifle, Serial No. P04563;
11. Smith and Wesson, Model 500ES, 5.56mm revolver, Serial No. DAN5910;
12. Ammunition can with miscellaneous rounds of ammunition;
13. Fabrique Nationale Herstal, Model P-90, 5.7mm pistol, Serial Number FN059845;
14. Military ammunition can;
15. Colt upper receiver;
16. Mossburg, Model 500, 12 gauge shotgun, Serial No. T538393;
17. Ruger, Model 1022, .22 LR rifle, Serial No. 12558556;
18. Glock, Model 26, 9mm pistol, Serial No. NTT788, with two magazines, cleaning kit and owner's manual;

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19. Glock, Model 26, 9mm pistol, Serial No. NTT785, with two magazines, cleaning kit and owner's manual;
20. Glock, Model 26, 9mm pistol, Serial No. NTT786, with two magazines, cleaning kit and owner's manual;
21. Glock, Model 26, 9mm pistol, Serial No. NTT793, with two magazines, cleaning kit and owner's manual;
22. Glock, Model 26, 9mm pistol, Serial No. NTT794, with two magazines, cleaning kit and owner's manual;
23. Glock, Model 26, 9mm pistol, Serial No. NTT787, with two magazines, cleaning kit and owner's manual;
24. Glock, Model 26, 9mm pistol, Serial No. NTT789, with two magazines, cleaning kit and owner's manual;
25. Interdynamic, Model KG-9, 9mm pistol, Serial No. 02999;
26. Ruger, Model Mini 30, 7.62 caliber rifle, Serial No. 189-79513;
27. Mech-Tech Systems pistol to rifle conversion piece;
28. Remington, Model 700, .308 caliber rifle, Serial No. C6668427, with extra 300 winchester barrel, magazine and Leupold Mark 4 scope in a grey case;
29. Ruger, Model GP100. 38 revolver, Serial No. 174-14268;
30. Colt, Model Commander, Series 80, .45 caliber revolver, Serial No. CJ35030;
31. Para Ordinance, unknown model, .45 caliber pistol, Serial No. PG003564;
32. Walther, Model PP, 7.65mm pistol, Serial No. 466124;
33. Colt, Model Python Target, .38 caliber revolver, Serial No. VA1624;
34. Israel Weapon Ind - IWI, Model Desert Eagle, .44 caliber pistol, Serial No. 35646;
35. American Western Arms, Model Peacekeeper, .45 caliber revolver, Serial No. P6769;

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36. Smith and Wesson, Model 10-7, .38 caliber revolver, Serial No. ABF9319;
37. Six buffer tubes and six springs;
38. Three Tactical stocks;
39. Birmingham Small Arms, Model USAS 12, 16 gauge shotgun, Serial No. A19641;
40. Enfield, Model Mini 30, 7.62 caliber bolt action rifle, Serial No. 2236;
41. 7.7 mm bolt action rifle, no serial number found;
42. Norinco, Model SKS, 7.62 caliber rifle, Serial No. 25003933;
43. Ruger, Model Mini 14 Ranch, .223 caliber rifle, Serial No. 58032470;
44. Argentina, Model 1927, .45 caliber pistol, Serial No. 83307;
45. Israel Weapon Ind - IWI, Model Desert Eagle, .44 caliber pistol, Serial No. 22438;
46. Walther, Model P5, 9mm pistol, Serial No. 032040;
47. .32 caliber revolver unknown manufacturer and model;
48. Tanfoglio Giuseppe, Model Witness 9mm pistol, Serial No. NG000031;
49. Del-Ton Inc., Model DT1-15, 5.56 caliber lower receiver, Serial No. B-4569;
50. Lower receiver frame, no identifying marks;
51. Tactical Machining, Model TM-15, .223 caliber pistol, Serial No. A0002637;
52. Rock River Arms, Model LAR-15, 5.56 caliber rifle, Serial No. KT1008014;
53. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002680;
54. Eagle Arms, Model EA-15, 5.56 caliber rifle, Serial No. 20281;
55. Tactical Machining, Model TM-15, .223 caliber rifle, Serial No. A0003157;

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56. Tactical Machining, Model TM-15, .223 caliber rifle, Serial No. A0002925;
57. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002955;
58. Del-Ton Inc, Model DTI-15, .223 caliber rifle, Serial No. B10442;
59. Del-Ton Inc, Model DTI-15, .223 caliber rifle, Serial No. B10443;
60. Colt, Model 1964, .45 caliber revolver, Serial No. 1813SC;
61. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002756;
62. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002801;
63. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002949;
64. Tactical Machining, Model TM-15 lower receiver, Serial No. A0002663;
65. Gunsmithing tool;
66. Miscellaneous boxes of 5.7 x 28mm ammunition (2700 rounds);
67. BFI, Model CAR-AR, .223 caliber rifle, Serial No. V0752, with collectors case;
68. \$4,800.00 in U.S. currency in two bundles (\$2,800.00 and \$2,000.00);
69. One white envelope with gun notes written on it containing \$1,100.00 in U.S. currency;
70. One bag containing a lower receiver stamp kit;
71. One box with two cut AK-47 rifle parts shipped from Indiana;
72. Henry, unknown model, .22 caliber rifle, Serial No. CO14235H;
73. Three Ruger P-90 magazines and ammunition and bag;
74. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002759, with case;
75. Del-Ton Inc., Model DTI-15, .223 short-barreled .223 caliber rifle, Serial No. B-10449, with case;

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76. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002737, with case;
77. Tactical Machining, Model TM-15, short-barreled .223 caliber rifle, Serial No. A0002762, with case;
78. Marlin, Model 99m1, .22 caliber rifle, with no serial number;
79. Winchester, Model 94, 30-30 Teddy Roosevelt Comm. Rifle, Serial No. TR21312;
80. Marlin, Model 1894, .357 magnum lever action rifle, Serial No. 18078431;
81. Winchester, Model 94, 30-30 caliber lever action rifle, Serial No. BM5045;
82. Rounds of .223 caliber ammunition;
83. Lower revolver receiver, Serial No. 48670; and
84. One box of miscellaneous gunsmithing tools.

CRUMPLER'S Receipt of Wire Transfers from Honduras

An ATF Asset Forfeiture Investigator has performed a financial analysis on money being wired from Honduras to CRUMPLER (\$16,000.00 total). The wire transfers received by CRUMPLER are payments for firearms transactions with the group of Honduran firearms traffickers associated with 7002 Alvina Way. Additional wire transfers were associated with 7002 Alvina Way in the amount of \$50,917.99 total.

CRUMPLER was directed to pick up the money orders from Walmart (multiple locations to avoid law enforcement scrutiny) from the individuals associated with 7002 Alvina Way and received the following wire transfers via Walmart Money Grams from Honduras: October 14, 2009 (\$3,775.00); October 14, 2009 (\$3,888.00); October 14, 2009 (\$3,779.00); October 22, 2009 (\$2,560.00); and October 28, 2009 (\$1,966.31).

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January 28, 2010, Pickup of Firearms Previously Ordered

On January 28, 2010, ATF agents accompanied CRUMPLER to the Brevard County FFL to take possession of firearms previously ordered through the Brevard County FFL. CRUMPLER paid a transfer fee and took possession of seventeen firearms and immediately surrendered the firearms to ATF agents, which included:

1. Glock 9 mm caliber semi-automatic pistol, Model 17C, Serial No. NLM668;
2. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED387;
3. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED069;
4. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG909;
5. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. MFK951;
6. Glock 9 mm caliber semi-automatic pistol, Model 17C, Serial No. NUX101;
7. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. BZF954;
8. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386191387;
9. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386105803;
10. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386178711;
11. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386193277;
12. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386204129;
13. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386179456;
14. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No.

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386204144;

15. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386199607;
16. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386204155; and
17. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386204143.


February 2, 2010, Pickup of Firearms Previously Ordered

On February 2, 2010, ATF agents accompanied CRUMPLER to the Brevard County FFL to take possession of firearms previously ordered through the Brevard County FFL. CRUMPLER paid a transfer fee and took possession of six firearms and immediately surrendered the firearms to ATF agents, which included:

1. Fabrique Nationale Herstal 5.7x28mm semi-automatic pistol, Serial No. 386112916;
2. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG915;
3. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG908;
4. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NLG910;
5. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED380; and
6. Glock 9 mm caliber semi-automatic pistol, Model 17, Serial No. NED389.

February 8, 2010

On February 8, 2010, CRUMPLER obtained a cashier's check in the amount of \$6,000.00 from Bank of America, that constituted the proceeds of firearms trafficking.

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Licensing

CRUMPLER has never been a federally licensed firearms dealer, manufacturer, or importer of firearms. CRUMPLER has never been licensed to possess firearms defined under the National Firearms Act ("NFA" weapons) in the National Firearms Registration and Transfer Record ("NFRTR"). Additionally, all of the NFA weapons involved in this case had not been registered to anyone as required under the NFA.


Interstate Commerce and Firearms Definition

The FN pistols possessed and sold by CRUMPLER were manufactured in Belgium, and effected interstate and foreign commerce before being possessed and sold in Florida. The Glock pistols possessed and sold by CRUMPLER were manufactured in Austria, imported through Georgia, and effected interstate and foreign commerce before being possessed and sold in Florida.

Additionally, firearms sold by CRUMPLER were trafficked to other countries and areas in the United States, including Venezuela, Colombia, Honduras, and Puerto Rico, causing a further effect on interstate and foreign commerce.

CRUMPLER agrees that he is responsible for trafficking and selling one thousand firearms between June, 2007 and January 26, 2010.

All of the firearms and ammunition possessed and sold by CRUMPLER qualify as real firearms and ammunition under federal law. All of the short-barreled rifles noted above and at issue in this case qualify as firearms under the NFA and 26 U.S.C. § 5845(a)(3) and (c), and were not registered to CRUMPLER or anyone else as required by 26 U.S.C. § 5841.

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10. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

11. Certification


The defendant and defendant's counsel certify that this plea agreement has been read in its entirety by (or has been read to) the defendant and that defendant fully understands its terms.

DATED this 26th day of May, 2010.



By: _____
HUGH CRUMPLER, III
Defendant

A. BRIAN ALBRITTON
United States Attorney


J. Bishop Ravenel
Assistant United States Attorney



Roger L. Weeden
Attorney for Defendant



Roger B. Handberg, III
Assistant United States Attorney
Chief, Orlando Division

Defendant's Initials 

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