

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**UNITED STATES OF AMERICA**

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**CRIMINAL NO:**

**v.**

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**SECTION:**

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**WAYLON GIVENS**

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**FACTUAL BASIS**

If this case were to proceed to trial, the Government would prove the Defendant, **WAYLON GIVENS**, guilty beyond a reasonable doubt. The Government would establish the following through reliable and competent evidence:

In July 2014, ATF Agents (“Agents”) conducted an investigation into RH Custom, an internet company based in Sweden. RH Custom was selling “Glock Switches,” “Lightning Links,” and suppressor builder’s kits (silencers) other firearms components to customers in the United States. Some of these parts are designed to convert semi-automatic firearms to fully automatic firearms, in violation of the National Firearms Act. As a result of that investigation, Agents learned that between June 2012 through August 2012, Waylon **GIVENS**, a Federal Firearms Licensee (“FFL”), doing business as Givens Firearms, located in Amite, Louisiana, ordered and received seven (7) Lightning Links and four (4) Glock Switches. Agents learned of **GIVENS**’ purchases by reviewing invoices obtained in relation to the investigation of RH Customs.

On July 11, 2014, Agents interviewed **GIVENS** and informed **GIVENS** of the nature of the investigation and that Agents were aware of **GIVENS**’ purchases from RH Custom. Agents advised **GIVENS** that if he surrendered the parts to ATF, he would not be arrested and prosecuted for the federal offenses that he committed in relation to his purchase of the parts. Agents advised **GIVENS** that the purpose

of ATF's investigation was to retrieve all of the parts that **GIVENS** received from RH Custom. **GIVENS** admitted that he ordered the parts from RH Custom, and sold them to individuals who he believed lived in Mississippi. **GIVENS** stated that he was told that the purchasers no longer possessed the parts. **GIVENS** agreed to meet with the Agents at a later date to further discuss the investigation.

On July 14, 2014, Agents again interviewed **GIVENS**. **GIVENS** told Agents that he sold the parts, which he purchased from RH Custom, to an unidentified person known to him only as "John." **GIVENS** stated that he sold the parts to "John" between June 2012 and August 2012. **GIVENS** stated that "John" contacted him on his cellular telephone, and he believed "John" called from a (601) area code. **GIVENS** also stated at that time he (**GIVENS**) was a Class 1 FFL and not licensed to receive, or transfer, any parts restricted by the National Firearms Act. **GIVENS** stated that he later attempted to make contact with "John" to retrieve the restricted parts, but was unsuccessful. **GIVENS** told agents that he did not know the location of the machine gun parts that he purchased from RH Custom. **GIVENS** later advised that he unsuccessfully attempted to retrieve the parts from "John" prior to the Agents' initial contact with him in July 2014.

On March 6, 2015, Agents conducted a follow-up interview of **GIVENS**. **GIVENS** reiterated that he was unable to contact "John" and had no additional information about him or the machine gun parts. In an effort to identify "John," agents reviewed **GIVENS**' cellular telephone records for the period in and around June through August 2012. Agents identified two (601) area code telephone numbers identified as belonging to individuals residing near Meridian, Mississippi.

On May 1, 2015, Agents interviewed two individuals (Person A and Person B) in Mississippi who were identified as the users of the (601) area codes telephone numbers identified in **GIVENS**' telephone records. During the interviews, Persons A and B indicated that, in approximately 2012, they purchased "Glock Switches" "Lightning Links" from **GIVENS**. Person A purchased two (2) "Glock Switches" from **GIVENS**. Person "B" purchased two (2) "Glock Switches" and one (1) "Lightening Link" from **GIVENS**.

**GIVENS** also gave Person B a suppressor builder's kit (silencer). Persons A and B stated that **GIVENS** transferred the parts to them at **GIVENS'** residence in Amite. In addition to purchasing the parts, **GIVENS** helped them install the "Glock Switches" on the firearms, and allowed them to be test-fired for functionality at his residence.


Approximately one year prior to the interview, Persons A and B were contacted by another individual (Person C) who requested they (Person A and Person B) return the parts. Person C told them that ATF had contacted **GIVENS** and he (**GIVENS**) needed the parts returned him. Persons A and B later returned the parts to Person C in Mississippi.


On May 4, 2015, Agents interviewed Person C in Louisiana. Person C stated that he retrieved the parts from Persons A and B at the request of **GIVENS**. Person C returned the parts to **GIVENS** at his residence in Amite. Person C told ATF that he had recently spoken to **GIVENS** and **GIVENS** told him that he (**GIVENS**) was still in possession of the parts. Specifically, **GIVENS** commented that the parts were "around," but he could not remember where he (**GIVENS**) put them. Person C added that **GIVENS** instructed him to tell Persons A and B that if they were contacted by ATF, that they should and tell Agents that they did not know where the parts were located.


On May 7, 2015, ATF executed search warrants at **GIVENS'** house and wife's dental office, where **GIVENS** also conducts business related to Givens Firearms. At **GIVENS'** residence, Agents recovered five (5) "Glock Auto Switches" and five (5) "Lightning Links." On May 29, 2015, in the presence of his counsel, voluntarily relinquished additional parts to a suppressor kit that had purchased from RH Custom at the request of Person B. Person B returned these parts to him but not the entirety of the kit. **GIVENS** was told by Person B that he had thrown the additional parts away because the kit did not work.

I acknowledge that as a Federal firearms license holder, I willfully violated provisions of the Chapter

44, Title 18, United States Code, and regulations issued thereunder. The sections of law that were willfully violated are Title 18, United States Code, Sections 922(o) and 1001(a)(2), as more specifically set forth in the plea agreement. I acknowledge that I knew my legal obligations under the Gun Control Act and either purposefully disregarded those obligations or demonstrated a plain indifference to them. Following the surrender of the license, I agree not to reapply for a license under Chapter 44, Title 18, United States Code, or Chapter 53, Title 26, United States Code, either through any individuals or corporations presently holding the license listed above or through any surrogates acting on behalf of any of the entities or individuals holding the licenses indicated above.

  
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NOLAN D. PAIGE (Date) 10/15/15  
Assistant United States Attorney

  
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DYLAN C. UTLEY (Date) 10/15/2015  
Attorney for Defendant Givens

  
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WAYLON GIVENS (Date) 10/15/15  
Defendant