

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

FILED IN OPEN COURT

2-27-2023

CLERK, U. S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

UNITED STATES OF AMERICA

v.

CASE NO. 3:22-cr-55-MMH-JBT

GREGORY AUSTIN EWARD

PLEA AGREEMENT

Pursuant to Fed. R. Crim. P. 11(c), the United States of America, by Roger B. Handberg, United States Attorney for the Middle District of Florida, and the defendant, GREGORY AUSTIN EWARD, and the attorney for the defendant, Lisa Call, Esq., mutually agree as follows:

A. Particularized Terms

1. Count Pleading To

The defendant shall enter a plea of guilty to Count One of the Indictment. Count One charges the defendant with conspiring to possess and to transfer unregistered firearm silencers, in violation of 18 U.S.C. § 371 and 26 U.S.C. §§ 5861(d)-(e) and 5871.

2. Maximum Penalties

Count One carries a maximum sentence of five years' imprisonment, a fine of not more than \$250,000, or both imprisonment and fine, a term of supervised release of not more than three years, and a mandatory special assessment of \$100 due

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on the date of sentencing. A violation of the terms and conditions of supervised release carries a maximum sentence of not more than two years' imprisonment, as well as the possibility of an additional term of supervised release.

3. Elements of the Offense

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

- (1) two or more persons, in some way or manner, agreed to try to accomplish a common and unlawful plan to possess or to transfer unregistered firearms silencers, as charged in the Indictment;
- (2) the defendant knew the unlawful purpose of the plan and willfully joined in it;
- (3) during the conspiracy, one of the conspirators knowingly engaged in at least one overt act described in the Indictment; and
- (4) the overt act was knowingly committed at or about the time alleged and with the purpose of carrying out or accomplishing some object of the conspiracy.

4. Counts Dismissed

At the time of sentencing, the remaining counts against the defendant, Counts Two through Five, will be dismissed pursuant to Fed. R. Crim. P. 11(c)(1)(A).

5. 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 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) and all terms of this Plea Agreement, including but not limited to, the timely submission of the financial affidavit referenced in Paragraph B.5., 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.

6. Joint Sentencing Recommendation

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 recommend to the Court that the defendant receive a sentence of 24 months' imprisonment followed by a 3-year term of supervised release. The defendant also agrees to request a sentence of 24 months' imprisonment followed by a 3-year term of supervised release. The defendant understands that this recommendation or request is not binding on the Court, and if not accepted by the Court, the defendant will not be allowed to withdraw from the plea.

7. 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 the provisions of 26 U.S.C. § 5872, 28 U.S.C. § 2461(c), and 49 U.S.C. § 80303, whether in the possession or control of the United States, the defendant or defendant's nominees.

The defendant agrees and consents to the forfeiture of these assets pursuant to any federal criminal, civil judicial or administrative forfeiture action. The defendant also agrees to waive all constitutional, statutory and procedural challenges (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture described herein constitutes an excessive fine, was not properly noticed in the charging instrument, addressed by the Court at the time of the guilty plea, announced at sentencing, or incorporated into the judgment.


If the United States seeks the forfeiture of specific assets pursuant to Rule 32.2(b)(4), the defendant agrees that the preliminary order of forfeiture will

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satisfy the notice requirement and will be final as to the defendant at the time it is entered. In the event the forfeiture is omitted from the judgment, the defendant agrees that the forfeiture order may be incorporated into the written judgment at any time pursuant to Rule 36.

The defendant agrees to take all steps necessary to identify and locate all property subject to forfeiture and to transfer custody of such property to the United States before the defendant's sentencing. To that end, the defendant agrees to make a full and complete disclosure of all assets over which defendant exercises control directly or indirectly, including all assets held by nominees, to execute any documents requested by the United States to obtain from any other parties by lawful means any records of assets owned by the defendant, and to consent to the release of the defendant's tax returns for the previous five years. The defendant further agrees to be interviewed by the government, prior to and after sentencing, regarding such assets and their connection to criminal conduct. 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 Federal Rule of Criminal Procedure 11 and USSG § 1B1.8 will not protect from forfeiture assets disclosed by the defendant as part of the defendant's cooperation.

The defendant agrees to take all steps necessary to assist the government in obtaining clear title to the forfeitable assets before the defendant's sentencing. In addition to providing full and complete information about forfeitable assets, these steps include, but are not limited to, the surrender of title, the signing of

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a consent decree of forfeiture, and signing of any other documents necessary to effectuate such transfers.


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

The defendant agrees that, in the event the Court determines that the defendant has breached this section of the Plea Agreement, the defendant may be found ineligible for a reduction in the Guidelines calculation for acceptance of responsibility and substantial assistance, and may be eligible for an obstruction of justice enhancement.

The defendant agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive the defendant, notwithstanding the abatement of any underlying criminal conviction after the execution of this agreement. The forfeitability of any particular property pursuant to this agreement shall be determined as if the defendant had survived, and that determination shall be binding upon defendant's heirs, successors and assigns until the agreed forfeiture, including any agreed forfeiture amount, is collected in full.

8. 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 the defendant and currently in the custody and/or control of the Bureau of Alcohol, Tobacco and Firearms, were properly seized and, except as provided for below, are subject to


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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, except as provided for below, defendant hereby relinquishes all claim, title and interest he has in the firearms and ammunition 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, except as provided for below, the defendant in this case hereby voluntarily abandons all present right and claim to the following:

1. all ammunition, firearms, firearm silencers, and items and parts that can be used in assembling or fabricating a firearm or firearm silencer that were seized by law enforcement on May 9, 2022 from a blue 2001 Volkswagen Jetta, VIN number 3VWSP29M11M046339; and
2. all ammunition, firearms, firearm silencers, and items and parts that can be used in assembling or fabricating a firearm or firearm silencer that were seized by law enforcement on May 10, 2022 at the property located at 5877 209th Road, Live Oak, Florida.

The United States and the defendant agree that the following firearms are not subject to forfeiture from the defendant and that the defendant is not abandoning his right or claim (if any) to them:

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Type	Manufacturer	Model	Serial Number/Notes
Pistol	Polymer80	PF940C	No serial number / Recovered in Volkswagen Jetta described above
Pistol	Ruger	LCPII	380291298
Rifle	Keltec	Sub-2000	FFA410
Rifle	Keltec	Sub-2000	FFA413
Pistol	Sig Sauer	P365	66A230477
Pistol	Ruger	LCP	380-25014
Rifle	Keltec	RFB	T1152
Pistol	Glock	19	DEY933US
Pistol	Walther	P22	L040185
Pistol	Glock	23	KWE706
Pistol	Glock	19	BFHP544
Shotgun	Mossberg	500	T952953
Shotgun	Mossberg	500	U087351
Pistol	Sig Sauer	1911-22	F210769
Shotgun	Savage	Stevens 94M	P790023
Shotgun	Hubei Jianghua	Lynx LH12	LH002435
Pistol	Phoenix Arms	HP22A	4394999
Revolver	Russian/CAI	M1895 Nagant	189532801
Revolver	Ruger	Single Six	84632
Rifle	Interdynamics	KG99	17658
Rifle	Izhmash	Saiga	H06162393
Pistol	Glock	23	KLD251
Pistol	Glock	43	BFHP546
Pistol	Glock	23	HVU429

Notwithstanding the foregoing, the defendant acknowledges that by pleading guilty to a felony offense under this plea agreement, he will be deprived of certain rights, including the right to possess firearms.

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 offense, pursuant to 18 U.S.C. § 3663A, for all offenses described in 18

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U.S.C. § 3663A(c)(1); and the Court may order the defendant to make restitution to any victim of the offense, pursuant to 18 U.S.C. § 3663, 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. The defendant further understands that compliance with any restitution payment plan imposed by the Court in no way precludes the United States from simultaneously pursuing other statutory remedies for collecting restitution (28 U.S.C. § 3003(b)(2)), including, but not limited to, garnishment and execution, pursuant to the Mandatory Victims Restitution Act, in order to ensure that the defendant's restitution obligation is satisfied.

On each count to which a plea of guilty is entered, the Court shall impose a special assessment pursuant to 18 U.S.C. § 3013. The special assessment is due on the date of sentencing. The defendant understands that this agreement imposes no limitation as to fine.

2. Supervised Release

The defendant understands that the offense 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.

3. Immigration Consequences of Pleading Guilty

The defendant has been advised and understands that, upon conviction, a defendant who is not a United States citizen may be removed from the United States, denied citizenship, and denied admission to the United States in the future.

4. 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 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.

5. Financial Disclosures

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 to the United States Attorney's Office within 30 days of execution of this agreement an affidavit reflecting the defendant's financial condition. The defendant promises that his financial statement and disclosures will be complete, accurate and truthful and will include all assets in which he has any interest or over which the defendant exercises control, directly or indirectly, including those held by a spouse, dependent, nominee or other third party.

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The defendant further agrees to execute any documents requested by the United States needed to obtain from any third parties any records of assets owned by the defendant, directly or through a nominee, and, by the execution of this Plea Agreement, consents to the release of the defendant's tax returns for the previous five years. The defendant similarly agrees and 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. The defendant expressly authorizes the United States Attorney's Office to obtain current credit reports in order to evaluate the defendant's ability to satisfy any financial obligation imposed by the Court.

6. 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 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

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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.

7. Defendant's Waiver of Right to Appeal 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 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. § 3742(b), then the defendant is released from his waiver and may appeal the sentence as authorized by 18 U.S.C. § 3742(a).

8. 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.

9. 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.

10. 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

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defendant has the right to 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.

11. 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 in the attached "Factual Basis," which is incorporated herein by reference, 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.

12. Entire Agreement

This plea agreement constitutes the entire agreement between the government and the defendant with respect to the aforementioned guilty plea and no


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other promises, agreements, or representations exist or have been made to the defendant or defendant's attorney with regard to such guilty plea.

13. 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 9th day of February 2023.



GREGORY AUSTIN EWARD
Defendant


LISA CALL
Attorney for Defendant

ROGER B. HANDBERG
United States Attorney


KIRWINN MIKE
Assistant United States Attorney


MICHAEL J. COOLICAN
Assistant United States Attorney


CHERIE L. KRIGSMAN
Assistant United States Attorney
Chief, National Security Section

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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

UNITED STATES OF AMERICA

v.

CASE NO. 3:22-cr-55-MMH-JBT

GREGORY AUSTIN EWARD

PERSONALIZATION OF ELEMENTS

1. Do you admit that beginning no later than in or about April 2017, and continuing through on or about May 9, 2022, in the Middle District of Florida, you and Dustin Eward, in some way or manner, agreed to try to accomplish a common and unlawful plan to possess and to transfer unregistered firearms silencers, as charged in the Indictment?

2. Do you admit that you knew the unlawful purpose of the plan and willfully joined in it?

3. Do you admit that during the conspiracy, one of the conspirators knowingly engaged in at least one overt act described in the Indictment, including that fact that on January 31, 2022, you fulfilled an order for two firearms silencers by shipping and transferring the silencers to the purchaser via U.S. Mail?

4. Do you admit that the overt act was knowingly committed at or about the time alleged and with the purpose of carrying out or accomplishing some object of the conspiracy?

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UNITED STATES DISTRICT COURT
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GREGORY AUSTIN EWARD

FACTUAL BASIS

According to filings with the State of Florida, Eward Research Inc. was incorporated in 2014. The company's principal place of business was listed as a residence in Live Oak, Florida. The defendant, Gregory Eward, and his father, Dustin Eward, lived at that home. An annual report for the company, filed on April 5, 2017, identified the defendant as the company's chief operating officer and Dustin Eward as chief executive officer; they were identified as having the same positions in the company's 2018 annual report. In the annual reports filed for 2019 through 2022, the defendant was identified as the company's CEO.

The company maintained a website, ~~ewardresearch.com~~ ^{ewardresearch}, which listed email addresses for both the defendant and Dustin Eward and identified their home as the business's address. In lightly coded language, the website advertised the sale of combinations of parts designed and intended for use in assembling firearm silencers – never using the term “silencer,” but referring to individual components as “toobz,” ^{threaded} “end caps,” “spacers,” and “spools.” Sales could be completed with either cash or cryptocurrency. The website included photographs of the items for sale,

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which are identifiable as components of firearms silencers. A post on the website (added on March 9, 2022 and later deleted), stated “It does help if the product isn’t marketed as a felony-in-a-box, and actually does have multiple purposes, one of which is that, with a bit of work it can be converted into a suppressor . . .”

On July 24, 2018, Dustin Eward was interviewed by two FBI Special Agents. Among other things, he told the agents that he lived with his son and that they operated a business out of their home. According to Dustin Eward, they produced and sold over the internet “solvent traps” and adaptors for firearms. ATF Special Agents experienced in investigating the sale of black-market firearm silencers know that it is common for sellers to falsely claim that their products are not actually silencers, but instead are “solvent traps,” that is, devices supposedly designed to catch or “trap” dirty cleaning solvent pushed through the barrel of a firearm from the chamber end and out through the muzzle.

On January 14, 2022, an ATF Special Agent, acting in an undercover capacity, sent an email to both the defendant and Dustin Eward, using the email addresses listed for each on ewardsresearch.com. The email inquired about a purchase of “a 3/4 end cap and #6 Toob with all Stainless Spool with 3 spacers.” Dustin Eward responded with a purchase price (\$177.00) and a list of necessary parts (two end caps, a toob, three spacers, and three spools). He recommended proceeding using cryptocurrency. The UC responded with a shipping address, ultimately doubled his order to “2 of the same items,” and later provided the equivalent of \$353.44 in cryptocurrency. In the interim, the UC and Dustin Eward exchanged

emails about a delay with the order, and Eward at one point explained that “[t]here were several 3D printed items that should have been in the box, Greg forgot,” referring to Gregory Eward, the defendant.

As can be seen in surveillance video from a post office in Lake City, Florida, the defendant mailed a parcel on January 31, 2022. Two days later, the UC received the parcel, which had a handwritten return address, specifically, the defendant’s residence (but without listing the defendant by name). The package contained two assembled firearm silencers, which had no serial numbers or manufacturer’s markings.

The devices were examined by an ATF Firearms Enforcement Officer who is a former gunsmith with extensive military, civilian, and law enforcement experience as a firearms expert. The officer concluded that the two devices were consistent in design and construction with firearms silencers that he had examined in the past and he recognized the two devices to be firearms silencers. The officer noted that to make the silencers functional, an end-user would need to drill center holes through the silencers’ baffles and end cap; the officer estimated, however, that this task only would require five to ten minutes to complete. Notably, also included in the parcel mailed by the defendant were 3D- printed tools, including a tool designed to act as a “jig” to accurately guide the drilling of center holes through the silencers.

On February 8, 2022, the UC emailed the defendant to place a second order. Specifically, he requested “a 13/16-16 end cap and #6 with 3 stainless spools and 3 aluminum spools.” On February 11, 2022, not having received a response, the UC

emailed Dustin Eward. He explained that he “emailed the other address the other day, but never got a response,” and again expressed interest in “a 13/16-16 end cap and #6 with 3 stainless spools and 3 aluminum spools.” Dustin Eward replied, “Greetings. Greg sometimes takes a while to respond. I’ll take care of it, no worries.” He also asked whether the UC had an adaptor for his barrel and explained that he would need to order at least one spacer. Dustin Eward recommended components to order, set the price at \$171.00, and clarified that the order would include “3d printed tools” including a “Jig.” The next day, the UC transferred the equivalent of \$186.24 in cryptocurrency to Dustin Eward.


The UC eventually received a parcel, which again listed the defendant’s home as the return address (but again, without listing him by name). The parcel contained an assembled firearms silencer that had no serial number or manufacturer markings. Included in the parcel were 3D printed tools, including a jig. Postal records show that the parcel was mailed in Live Oak, Florida on February 16, 2022, and that the sender paid for the postage in cash.

This third device was examined by the same ATF Firearms Enforcement Officer who had examined the first two silencers. The officer concluded that this device was also consistent in the design and construction with firearms silencers that he had examined in the past and he recognized the device as a firearms silencer. Again, to make the silencer functional, an end-user would need to drill center holes through the silencer’s baffles and end cap, which would require five to ten minutes to complete.

On May 9, 2022, in Lake City, Florida, FBI Special Agents located the defendant and arrested him pursuant to a federal arrest warrant. At the time of his arrest, the defendant was standing next to his parked car, which had its trunk and passenger doors open. An agent observed in plain sight a Glock-type handgun on the back seat of the car. The pistol had no serial number and was loaded. Agents also located three rifle bump-stocks in the car's open trunk. These devices also had no serial numbers.

Following his arrest, the defendant agreed to speak with FBI and ATF Special Agents after being presented with an Advice of Rights and Waiver form, which he read and signed. The defendant acknowledged that he was the CEO of Eward Research and that he worked for the company during his spare time. He also stated that Dustin Eward has worked for the company.

According to the defendant, Eward Research's top selling products were "muzzle breaks," but these products only looked like muzzle breaks and did not function as one. (Distinct from a firearms silencer, a muzzle break is a device that connects to, or is built into, the muzzle or barrel of a firearm that redirects a portion of propellant gases to counter or reduce recoil.) The defendant stated that their products could be screwed onto the barrel of a firearm, but they were not intended to be silencers or suppressors. According to the defendant, other products (called Toobz) were intended to store small items, such as fishing line, a syringe, or a towel. He stated that he could not recall whether their products had been marketed online as solvent traps or how many sales the company had made.

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Presented with the prospect of a customer drilling a hole through their products, the defendant stated that he would not condone doing so because that would lead to “problems.” Asked what “problems,” he replied “that’s not the intention. Well, I understand the NFA,” referring to the National Firearms Act, which prohibits possession of unregistered firearms silencers. He then volunteered that his products look like silencers, but he denied that he was selling these products as silencers or silencer kits. He later acknowledged that their products were similar to silencers and they would operate as silencers if a hole was drilled through them.

The defendant admitted mailing products to customers, including at post offices in Live Oak and Lake City. When asked, he confirmed that there were Eward Research products at his house, but he claimed that there were not many.

On May 10, 2022, FBI and ATF Special Agents executed a search warrant at the defendant’s home. They located approximately 105 firearms, over 12,000 rounds of ammunition, and 35 assembled firearms silencers. There was also a sufficient quantity of parts (including metallic tubes, baffles, and threaded endcaps), which were designed or redesigned, and intended for use in assembling or fabricating more than 300 additional firearm silencers.

None of these parts or the assembled firearms silencers had serial numbers or manufacturer markings, which would be a prerequisite to registering them in the National Firearms Registration and Transfer Record. Again, the three firearms silencers that the defendant and Dustin Eward sold to the UC also had no serial

numbers or manufacturer's markings and thus also were not registered in the National Firearms Registration and Transfer Record.

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