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

MATTHEW J. PLATKIN, Attorney General of  
the State of New Jersey, and CARI FAIS Acting  
Director of the New Jersey Division of  
Consumer Affairs,

Plaintiffs,

v.

ARMS UNLIMITED, INC., JANE and JOHN  
DOES 1-20, individually and as owners, officers,  
directors, shareholders, founders, members,  
managers, agents, servants, employees,  
representatives and/or independent contractors  
of ARMS UNLIMITED, INC. and XYZ  
CORPORATIONS 1-20,

Defendant.

Civil Action

**COMPLAINT**

Plaintiff Matthew J. Platkin, Attorney General of the State of New Jersey (“Attorney General”), with offices located at 124 Halsey Street, 5<sup>th</sup> Floor, Newark, New Jersey 07102, and Plaintiff Cari Fais, Acting Director of the New Jersey Division of Consumer Affairs (“Director”),

with offices located at 124 Halsey Street, Seventh Floor, Newark, New Jersey 07101, by way of this Complaint state:

### **INTRODUCTION**

1. Arms Unlimited, Inc. (“Defendant” or “Arms Unlimited”) is an online seller of firearms and firearms accessories. The Attorney General and the Director bring this action to stop Defendant from advertising and selling certain ammunition magazines to New Jersey consumers that are illegal to possess in the State of New Jersey, and to seek monetary relief, including civil penalties, for Defendant’s past sales of those items into New Jersey, in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -229 (“CFA”) and the Rules Concerning Hazardous Products, N.J.A.C. 13:45A-4.1 to -4.3 (“Hazardous Products Regulations”).

2. New Jersey has long criminalized the possession of magazines that allow the owner to shoot more than a certain number of bullets at a time without pausing to reload. An investigation by the Attorney General and the New Jersey Division of Consumer Affairs (“Division”) revealed that Arms Unlimited directly advertised, sold, and shipped these prohibited magazines to consumers in New Jersey. Moreover, Arms Unlimited failed to clearly and conspicuously warn consumers that possession of those magazines in New Jersey violated State law.

3. Defendant has not only violated the CFA and Hazardous Product Regulations, but it has exposed its customers to criminal prosecution in New Jersey and endangered the public by selling hazardous products to consumers in this State.

**NEW JERSEY'S CAPACITY RESTRICTION ON AMMUNITION MAGAZINES**

4. New Jersey's large capacity ammunition magazine prohibition came in the wake of a 1989 elementary school shooting by a lone gunman in California that rattled the nation. The shooter used an AK-47 semi-automatic rifle on a school playground at lunchtime to kill five children, and injure thirty-one students and a teacher. Many of the victims were under the age of ten.

5. To prevent such a tragedy from occurring in this state, the New Jersey Legislature swiftly responded with laws restricting certain military-style weaponry. The legislation included a prohibition on large capacity ammunition magazines.

6. As courts have observed, violence involving these magazines often results in more shots fired, more persons wounded, and more wounds per victim than other attacks with firearms. To prevent such attacks, from May 30, 1990 to June 12, 2018, New Jersey banned the possession of ammunition magazines holding more than fifteen rounds of ammunition.

7. Over the next several decades, public shootings with assault weapons only increased in frequency and fatality. Consequently, on June 13, 2018, New Jersey took further steps to protect the public by prohibiting, with limited exceptions, large capacity ammunition magazines capable of holding more than ten rounds of ammunition.

8. Under the law, any person who knowingly possesses a large capacity magazine capable of holding more than ten rounds of ammunition ("LCMs") is guilty of a crime of the fourth degree, punishable by a fine of up to \$10,000, and by a term of imprisonment of up to eighteen months.

9. Defendant, by its advertising and sale of LCMs in New Jersey, has committed multiple violations of the CFA and the Hazardous Products Regulations. The Attorney General and Director, therefore, bring this Complaint seeking, among other things, to enjoin Defendant's advertisement, offer for sale, and sale of LCMs to New Jersey consumers.

### **JURISDICTION AND PARTIES**

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

11. By this action, the Attorney General and the Director (collectively, "Plaintiffs") seek injunctive relief and civil penalties for violations of the CFA and the Hazardous Products Regulations. Plaintiffs bring this action pursuant to their authority under the CFA, specifically N.J.S.A. 56:8-8, 56:8-11, 56:8-13, and 56:8-19.

12. Venue is proper in Essex County under R. 4:3-2 because it is the county in which at least one of the parties resides and/or in which the cause of action arose.

13. Defendant is a Nevada domestic corporation established on September 18, 2015.<sup>1</sup> At all relevant times, Defendant has maintained a principal business address of 2061 Pabco Road, Henderson, Nevada 89011.

14. Defendant's registered agent, Daniel A. Shamie, maintains a mailing address of 3515 W. Post Road, Suite 125, Las Vegas, Nevada 89118.

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<sup>1</sup> Defendant was originally incorporated in California, on September 4, 2012. Defendant terminated its residency in California, and re-established itself in Nevada.

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

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

#### **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

17. At all relevant times, Defendant has advertised, offered for sale, and/or sold LCMs to consumers in New Jersey and elsewhere through its website located at [www.armsunlimited.com](http://www.armsunlimited.com) (“Defendant’s Website”).

#### **A. New Jersey’s Firearm Safety Laws**

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

19. Effective June 13, 2018, New Jersey amended its firearms laws to reduce the maximum capacity of ammunition magazines from fifteen to ten rounds. N.J.S.A. 2C:39-1(y); N.J.S.A. 2C:39-3(j). The law specifically provides, in pertinent part:

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

(1) an assault firearm pursuant to section 11 of [N.J.S.A. 2C:58-12] and the magazine is maintained and used in connection with

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

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

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

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

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

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

22. Under New Jersey law, there are several exceptions to N.J.S.A. 2C:39-3(j) applicable to law enforcement officers. In relevant part, N.J.S.A. 2C:39-3(j) does not apply to:

- a. “[A]ny member of the Armed Forces of the United States or the National Guard, or . . . any law enforcement officer while actually on duty or traveling to or from an authorized place of duty. . . .” N.J.S.A. 2C:39-3(g)(1)(a).
- b. “[A] law enforcement officer who possesses and carries while off-duty a large capacity ammunition magazine capable of holding not more than 17 rounds of ammunition. . . .” N.J.S.A. 2C:39-3(g)(1)(b).

- c. “[A] retired law enforcement officer who is authorized to possess and carry a handgun. . . may possess and carry a large capacity ammunition magazine which is capable of holding up to 15 rounds of ammunition. . .” N.J.S.A. 2C:39-17.









**B. Defendant’s Advertisements and Offers for Sale of LCMs Through Its Website:**

23. Screenshots from the Defendant’s Website, taken July 19, 2022, demonstrate how the Defendant advertised and offered for sale LCMs on its home page and product pages. None of those pages contained information or disclosures warning New Jersey consumers that the possession of an LCM in New Jersey is a fourth-degree crime, punishable by a fine of up to \$10,000 per violation and a term of imprisonment up to eighteen months.

24. The home page of Defendant’s Website (“Defendant’s Home Page”) showed a link to a “Magazines” product category. The top portion of the Defendant’s Home Page appeared as follows:

25. Defendant's Home Page also advertised a magazine which, based upon the product descriptions, was capable of holding more than ten rounds of ammunition: the Heckler & Koch HK416/SA80/AR15/M4 30rd Steel Maritime Magazine:



 <p>Ammo Inc. 45 ACP Ammo 230 Grain Total Metal Coating  <b>PRICE: \$550.00</b>  <b>SALE: \$440.00</b>                  Savings: \$110.00  <b>In Stock</b></p>	 <p>B&amp;T Rotex-X Quick-Attach .223/5.56 Rifle Sound Suppressor  <b>PRICE: \$675.00</b>  <b>SALE: \$625.00</b>                  Savings: \$50.00  <b>In Stock</b></p>	 <p>Trijicon REAP-IR 35mm Mini Thermal Riflescope - OPEN BOX  <b>PRICE: \$7,999.00</b>  <b>SALE: \$6,500.00</b>                  Savings: \$1,499.00  <b>In Stock</b>                  ★★★★★ (12)</p>	 <p>Heckler &amp; Koch HK416/SA80/AR15/M4 30rd Steel Maritime Magazine  <b>PRICE: \$69.95</b>  <b>SALE: \$40.00</b>                  Savings: \$29.95  <b>In Stock</b>                  ★★★★★ (14)</p>
 <p>AU Rapid Deployment Magazine Bandolier  <b>LIST PRICE: \$45.00</b>  <b>PRICE: \$35.00</b>  <b>SALE: \$20.00</b>                  Savings: \$25.00  <b>In Stock</b>                  ★★★★★ (69)</p>	 <p>Ammo Inc 10mm Ammo 180 Grain Total Metal Coating  <b>PRICE: \$650.00</b>  <b>SALE: \$550.00</b>                  Savings: \$100.00  <b>In Stock</b>                  ★★★★★ (2)</p>	 <p>AU Accu-Wedge for AR15/M4/M16 Rifles  <b>PRICE: \$4.95</b>  <b>SALE: \$2.00</b>                  Savings: \$2.95  <b>In Stock</b>                  ★★★★★ (22)</p>	 <p>FN PS90 5.7x28mm Semi-Auto Rifle  <b>LIST PRICE: \$1,949.00</b>  <b>PRICE: \$1,799.00</b>  <b>Add to Cart for Best Price</b>  <b>In Stock</b>                  ★★★★★ (5)</p>

**QUICK LINKS**

How to Buy a Firearm Online    FAQ  
 Request for a Quote            Privacy Policy  
 Shipping & Returns                Company Policies

**STAY CONNECTED JOIN OUR MAILING LIST**

Email address... ➔

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VISA   MasterCard   AMEX   DISCOVER

26. Defendant’s Website advertised and offered for sale merchandise that included 136 pistol and rifle magazines, found on its “Magazines” product list page. Based upon the product descriptions, 99 of the advertised magazines were capable of holding more than ten rounds of ammunition, ranging from 11 to 100 rounds of ammunition. This included, but was not limited to, the following magazines: (a) Springfield Hellcat 11-round 9mm Magazine; (b) Magpul PMAG GL9 9mm 12-round Magazine for GLOCK G26; (c) GLOCK G21 13-round

.45ACP Pistol Magazine; (d) KCI 15-round 9mm Magazine for GLOCK G19; (e) Magpul PMAG GL9 9mm 17-round Magazine for GLOCK G17; (f) Beretta APX 9mm 21-round Magazine; (g) GLOCK G17/G18/G19/G26 24-round 9mm Pistol Magazine; (h) KCI 26-round .45ACP Magazine for GLOCK G21; (i) KCI 30-round 9mm Magazine for Beretta 92/M9 Series; (j) Colt 9mm SMG 32rd Magazine; (k) KCI 40-Round AK47 Steel Magazine; (l) Magpul PMAG D-50 GL9 50-Round 9mm PCC Drum Magazine; (m) Magpul PMAG D-60 60-Round AR/M4 Drum Magazine (n) KCI 75-round AK47 Drum Magazine; (o) KCI 100-round AR15/M4 Drum Magazine.

27. From the “Magazines” product list page, a website user could click on the image and name of an ammunition magazine to navigate to a more detailed product page. Neither the “Magazines” product list page, nor any specific LCM product page navigated therefrom, contained any information or disclosures warning customers that the possession of LCMs in New Jersey is a fourth-degree crime, punishable by a fine of up to \$10,000 and a term of imprisonment up to eighteen months.

28. Defendant’s Website depicted the Springfield Hellcat 11-round 9mm Magazine as follows. The product page contained no information about LCM possession restrictions:

8/28/22, 2:44 PM

Springfield Hellcat 11-round 9mm Magazine

[Home](#) > [Manufacturer](#) > [Springfield Armory](#) >



[LARGER PHOTO](#)

[EMAIL A FRIEND](#)



## Springfield Hellcat 11-round 9mm Magazine

Price: \$30.99  
**SALE: \$25.00**  
Savings: \$5.99

Stock Status: In Stock  
SKU: HC5911

Qty:

[ADD TO CART](#)

[ADD TO WISHLIST](#)

### SPRINGFIELD HELLCAT 11-ROUND 9MM MAGAZINE

#### DESCRIPTION:

Factory New/Original Springfield Hellcat 11-round 9mm magazines.

<https://www.armsunlimited.com/Springfield-Hellcat-11-round-9mm-Magazine-p/hc5911.htm>

29. Defendant's Website depicted the Magpul PMAG GL9 9mm 12-round for GLOCK G26 Magazine as follows. The product page contained no information about LCM possession restrictions:

8/26/22, 2:42 PM

Magpul PMAG GL9 9mm 12-round Magazine for GLOCK G26

Home > Manufacturer > [Magpul](#) >



[LARGER PHOTO](#)

[EMAIL A FRIEND](#)



# Magpul PMAG GL9 9mm 12-round Magazine for GLOCK G26

List Price: \$15.95

Price: **\$15.00**

**SALE: \$12.95**

Savings: \$3.00

Stock Status: In Stock

SKU: MAG674

Qty:

**ADD TO CART**

[ADD TO WISHLIST](#)

## MAGPUL PMAG GL9 9MM 12- ROUND MAGAZINE FOR GLOCK G26

### DESCRIPTION:

The Magpul 12 GL9 is a 12-round magazine for the Glock 26 that adds capacity and control with a minimal footprint.

<https://www.wam.sunlimited.com/Magpul-PMAG-GL9-9mm-12-round-Magazine-GLOCK-G26-p1mag674.htm>

30. Defendant's Website depicted the GLOCK G21 13-round .45ACP Pistol Magazine as follows. The product page contained no information about LCM possession restrictions:

8/26/22, 2:45 PM

GLOCK G21 13-round .45ACP Pistol Magazine

Home > Manufacturer > GLOCK >



LARGER PHOTO EMAIL A FRIEND



## GLOCK G21 13-round .45ACP Pistol Magazine

Price: \$24.95

Stock Status: In Stock  
SKU: 2113

Qty:

ADD TO CART

ADD TO WISHLIST

### GLOCK G21 13-ROUND .45ACP PISTOL MAGAZINE

#### DESCRIPTION:

This is an OEM factory new/original drop-free 13-round .45ACP magazine for your GLOCK G21. Glock magazines have a hardened steel insert encased in high tech polymer. This polymer coating protects the magazine & prevents deformation, even when dropped from a great height.

#### FEATURES:

- Constructed of stiff metal encased in GLOCK polymer
- Viewing windows for each cartridge for visual confirmation
- GLOCK factory replacement magazines
- Double-stack design

<https://www.armsunlimited.com/GLOCK-21-13-round-45ACP-Pistol-Magazine-p/2113.htm>

31. Defendant's Website depicted the KCI 75-Round AK47 Drum Magazine as follows. The product page contained no information about LCM possession restrictions:

8/26/22, 2:38 PM

KCI 75-Round AK47 Drum Magazine

Home > Magazines > Rifle Magazines >



LARGER PHOTO

EMAIL A FRIEND



Alternative Views:



# KCI 75-Round AK47 Drum Magazine

Price: \$99.99

**SALE: \$89.99**

Savings: \$10.00

Stock Status: In Stock

SKU: MZ004

Qty:

**ADD TO CART**

ADD TO WISHLIST

## KCI 75-ROUND AK47 DRUM MAGAZINE

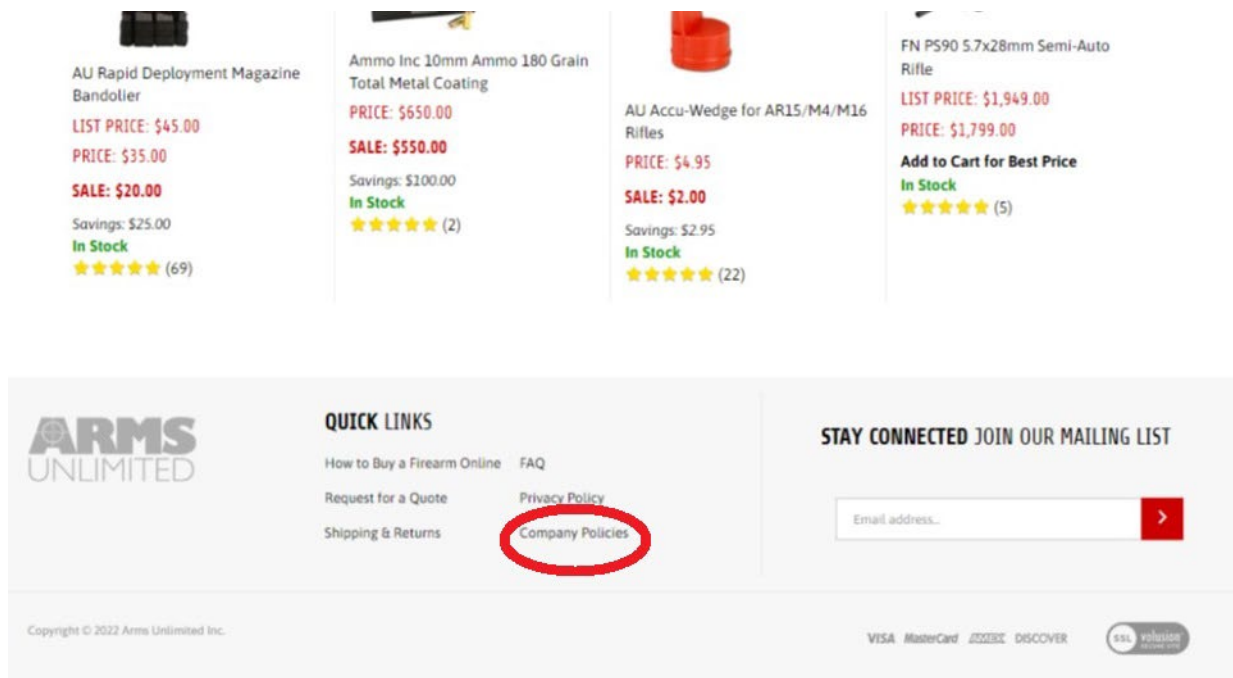
### DESCRIPTION:

The KCI 75-Round Drum Magazine is designed to fit AK47 style rifles chambered in 7.62x39, providing reliability and smooth feeding. Constructed of steel for durability and a clear polymer back plate to allow for a visual confirmation of remaining round count.

The drum magazine feeds from a central column, resulting in a fixed center of gravity while firing. The lightweight 75-round polymer drum loads from the back, so you don't have to insert rounds under tension. Ready for any contingency, they can be stored indefinitely at the full 75 round capacity with no tension on the spring. When ready for use, twist the central crank to provide proper spring tension. Disassembly for cleaning and lubrication is simple.

<https://www.amsunlimited.com/KCI-75-Round-AK47-Drum-Magazine-p/mz004.htm>

32. The only notice on Defendant's Website regarding magazine restrictions appeared on the page "Company Policies," linked via the bottom banner of Defendant's Website:



33. After navigating to “Company Policies,” a user would see a long page of text with various headings. The eighth heading read “Magazine Restrictions,” which stated the following as to LCMs advertised and offered for sale:

**MAGAZINE RESTRICTIONS:** There are currently no federal restrictions on the sale of high capacity magazines, but several states do have their own restrictions. Orders canceled due to conflict with state or local laws are subject to a 15% cancelation fee.

34. Under the “MAGAZINE RESTRICTIONS” heading, amidst a list of state-by-state restrictions, Defendant’s Website included the following statement for New Jersey: “No magazines over 10 rounds, Including LE.” This portion of the website appeared as follows:

## MAGAZINE RESTRICTIONS:

There are currently no federal restrictions on the sale of high capacity magazines, but several states do have their own restrictions. Orders canceled due to conflict with state or local laws are subject to a 15% cancelation fee.

California: No magazines over 10 rounds, LE ok with credentials

Colorado: No magazines over 15 rounds, LE ok with credentials

Connecticut: No magazines over 10 rounds, LE ok with credentials. As of 10/1/13 in order to comply with CT Senate Bill No. 1160 magazines holding 10 rounds or less can only be purchased if buyer provides a copy of driver's license and ONE of the following: state handgun carry permit, long gun certificate, or ammunition certificate.

District of Columbia: No magazines over 10 rounds, Including LE

Hawaii: No magazines over 10 rounds, LE ok with credentials

Illinois: Aurora: maximum capacity of 15 rounds. Cook County: maximum capacity of 10 rounds. Chicago: maximum capacity of 12 rounds, Franklin Park: maximum capacity of 16 rounds. Oak Park: maximum capacity of 10 rounds. Riverdale: maximum capacity of 35 rounds.

Maryland: No magazines over 10 rounds, LE ok with credentials

Massachusetts: No magazines over 10 rounds, LE ok with credentials (including retired)

⇒ New Jersey: No magazines over 10 rounds, Including LE

New York: No magazines over 10 rounds, LE ok with credentials

Vermont: No magazines over 10 rounds (rifles), and 15 rounds (handguns)

Washington: No magazines over 10 rounds (STARTING JULY 1 2022)

Military APO/FPO: Due to ITAR we can not ship to overseas military bases, we can ship to a CONUS military base

35. Upon information and belief, “LE” means “law enforcement.”

36. As of July 19, 2022, Defendant’s Website advertised LCMs on Defendant’s Home Page, its “Magazines” product list page, and on individual product pages, though no warning regarding LCM possession restrictions appeared alongside any of those LCM advertisements.

37. At the time of this filing, Defendant’s Website contains largely similar notices, still found only on the page “Company Policies,” located via a link on the bottom of Defendant’s Website. Defendant’s Website still contains a New Jersey-specific magazine restriction, now including the following statement for New Jersey: “No magazines over 10 rounds, LE restricted due to New Jersey Attorney General inquiries.”

38. As of July 19, 2022, and as of the date of this filing, Defendant’s Website has not included any statement that New Jersey law makes it a fourth-degree crime, punishable by a fine



of up to \$10,000 per violation and imprisonment of up to eighteen months, to knowingly possess an LCM. N.J.S.A. 2C:39-3(j); N.J.S.A. 2C:43-3(b)(2); N.J.S.A. 2C:43-6(a)(4).

**C. Defendant's Sale of LCMs into New Jersey Through its Website:**

**i. The Division's First Undercover Purchase of LCMs:**

39. On July 25, 2022, acting in an undercover capacity, an Investigator ("Division Investigator") from the Division used Defendant's Website to purchase LCMs from Defendant ("July 2022 Undercover Purchase").

40. The July 2022 Undercover Purchase consisted of: (i) two GLOCK G21 13-round.45 ACP Pistol Magazines, which were priced at \$24.95 each; and (ii) five Magpul PMAG GL9 9mm 12-round for GLOCK G26 Magazines, which were priced at \$12.95 each.

41. At no point during the online checkout process, including after entering a New Jersey shipping address, was the Division Investigator prevented from placing the order, or warned that the items selected for purchase are illegal to possess in New Jersey, or otherwise notified that this product may be restricted in certain jurisdictions.

42. During the online checkout process, the Division Investigator checked a box stating "I wish to receive occasional newsletter emails from Arms Unlimited[.]"

43. Shortly after the order was placed, the Division Investigator received a confirmation email, itemizing the seven LCMs contained in the order.

44. The order was delivered to a New Jersey address on or around July 28, 2022.

45. On August 18, 2022, the package containing the order was transferred to a New Jersey Division of Criminal Justice ("DCJ") office to review the contents.

46. The Division Investigator observed the package and its contents.

47. The shipping label stated that the package was sent from “AU Inc, 2061 PABCO RD, HENDERSON, NV 89011-2500.” The contents of the package—the two GLOCK G21 13-round .45 ACP Pistol Magazines and the five Magpul PMAG GL9 9mm 12-round for GLOCK G26 Magazines—appeared as follows:



**ii. The Division's Second Undercover Purchase of LCMs:**

48. On August 26, 2022, acting under a different undercover identity, the Division Investigator used Defendant's Website to purchase LCMs from Defendant ("August 2022 Undercover Purchase").

49. The August 2022 Undercover Purchase consisted of eleven LCMS, specifically: one KCI 75-round AK-47 Drum Magazine, priced at \$89.99; five Magpul PMAG GL9 9mm 12-round Magazines for GLOCK G26, priced at \$12.95 each; three Springfield Hellcat 11-round 9mm Magazines, priced at \$25.00 each; and two GLOCK G21 13-round .45ACP Pistol Magazines, priced at \$24.95 each.

50. At no point during the online checkout process, including after entering a New Jersey shipping address, was the Division Investigator prevented from placing the order, or warned that the items selected for purchase are illegal to possess in New Jersey, or otherwise notified that this product may be restricted in certain jurisdictions.

51. During the online checkout process, the Division Investigator again checked a box stating "I wish to receive occasional newsletter emails from Arms Unlimited[.]" this time linked to a different undercover email address.

52. Shortly after the order was placed, the Division Investigator's undercover email address received a confirmation email, itemizing the eleven LCMs contained in the order.

53. On August 29, 2022, at approximately 12:38 a.m., the Division Investigator's undercover email address received an email from "sales@armsunlimited.com" stating:

The magazines you ordered are considered "high capacity" in your state. These items can only be shipped to law enforcement, please send a copy of your law enforcement credentials (federal LE can send a copy of business card). If you are not law enforcement we

must cancel this order and ask that you do not attempt to order these items again as it takes unnecessary time away from the processing of valid orders.

54. A few moments later, at approximately 12:45 a.m., the Division Investigator received a second email to the undercover email address from Defendant, stating “Your order has shipped,” and provided an order number and link to track the order.

55. The Division Investigator did not respond to either of these emails.

56. The order was delivered to an address in New Jersey on or around September 3, 2022.

57. On September 8, 2022, the package containing the order was transferred to a New Jersey Division of Criminal Justice (“DCJ”) office to review the contents.

58. The Division Investigator observed the package and its contents.

59. The shipping label stated that the package was sent from “AU Inc, 2061 PABCO RD, HENDERSON, NV 89011-2500.” The package included ten out of the eleven LCMs ordered: five Magpul PMAG GL9 9mm 12-round Magazines for GLOCK G26; three Springfield Hellcat 11-round 9mm Magazines; and two GLOCK G21 13-round .45ACP Pistol Magazines. The package included a packing list that reflected these items.

60. The package contents—the Magpul PMAG GL9 9mm 12-round Magazines for GLOCK G26, Springfield Hellcat 11-round 9mm Magazines, and GLOCK G21 13-round .45ACP Pistol Magazines—appeared as follows:



61. Defendant never communicated that the 75-round LCM would be removed from the order, but the package that was delivered did not include the KCI 75-round AK47 Drum Magazine.



**iii. The Division's Third Attempted Undercover Purchase of LCMs:**

62. On October 5, 2022, the Division Investigator, acting in an undercover capacity, attempted another purchase of LCMs using Defendant's Website.

63. At no point during the online checkout process, including after entering a New Jersey shipping address, was the Division Investigator prevented from placing the order, or warned that the items selected for purchase are illegal to possess in New Jersey, or otherwise notified that this product may be restricted in certain jurisdictions.

64. The Division Investigator received a confirmation email, however the order was cancelled when the Division Investigator did not respond to requests for law enforcement credentials.

**iv. Defendant's Additional Sales of LCMs into New Jersey:**

65. Based on sales records Defendant produced to the Division during the course of its investigation, the Division identified additional orders for LCMs placed on Defendant's Website between 2019 and 2022, including thirteen LCMs that Arms Unlimited shipped to New Jersey consumers.

66. Notwithstanding New Jersey's LCM restrictions effective June 13, 2018, the following LCMs were shipped to New Jersey consumers: (i) on June 8, 2019, Defendant shipped one Magpul PMAG 20-Round LR/SR GEN M3 .308 Magazine; (ii) on September 9, 2019, Defendant shipped three Magpul PMAG GL9 9mm 15-round Magazines for GLOCK G19; (iii) on March 24, 2021, Defendant shipped two KCI 15-round 9mm Magazines for GLOCK G19; (iv) on April 16, 2021, Defendant shipped three KCI 15-round 9mm Magazines for GLOCK G19; (v) on June 21, 2021, Defendant shipped two Magpul PMAG GL9 9mm 12-round Magazines for

GLOCK G26; (vi) on August 8, 2021, Defendant shipped one Springfield XD Sub-Compact 13-round 9mm Magazine; and (vii) on December 17, 2021, Defendant shipped one GLOCK G19 15-round 9mm Pistol Magazine.

67. Based on Defendant's sales records, Arms Unlimited did not disclose to these consumers that LCMs are illegal to possess in New Jersey, nor did Arms Unlimited verify that these consumers were subject to any law enforcement exception.

**D. Defendant's Direct Email Advertisements and Offers for Sale of LCMs to New Jersey**

68. On September 4, 2022, the Division Investigator received a promotional email ("September 4 Promotional Email") from Arms Unlimited to the undercover email address used for the July 2022 Undercover Purchase.

69. The September 4 Promotional Email advertised a "Magpul PMAG 30-Round 5.56mm Magazine" for \$9.00, with a direct link to the product description page on the Defendant's Website.

70. The September 4 Promotional Email contained no notices regarding magazine capacity restrictions for New Jersey or any state.

71. The September 4 Promotional Email did not contain a link to the Arms Unlimited "Company Policies" page, nor to any page explaining magazine restrictions for New Jersey, or any other state.

72. The September 4 Promotional Email did not include any statement that New Jersey law makes it a fourth-degree crime, punishable by fines of up to \$10,000 per violation and imprisonment of up to eighteen months, to knowingly possess an LCM.

73. The undercover email addresses used in the July 2022 Undercover Purchase and the August 2022 Undercover Purchase received a number of other promotional emails from Arms Unlimited, all containing advertisements for LCMs, including, but not limited to: (1) Magpul 50-Round 9mm PMAG Drum for GLOCK G17/18/19/26 Pistols; (2) Magpul PMAG Gen2 30-round 5.56mm Magazine; and (3) 75-Round 7.62x39mm Drum Magazine for AK47/AK74/AK103.

74. One of these promotional emails, received October 27, 2022, had a subject line: "Dress up your Guns, Accessories on SALE!" ("October 27 Promotional Email"). This email advertised a Magpul PMAG Gen2 30-round 5.56mm Magazine. The October 27 Promotional Email did not contain any statement that the knowing possession of an LCM in New Jersey is a fourth-degree crime, punishable by fines and imprisonment, nor did it contain a link or notice regarding magazine restrictions by state. The October 27 Promotional Email appeared as follows:



1/31/24, 10:24 AM

Arms Unlimited |

| Proton Mail

**Dress up your Guns, Accessories on SALE!**

From (senders in message print header) ArmsUnlimited.com <sales@armsunlimited.com>


To

Date Thursday, October 27th, 2022 at 2:42 PM




**Magpul PMAG Gen2  
30-Round 5.56mm Magazine**

**SALE: \$9**



**AU Enhanced Ambidextrous Magazine  
Release for AR15/M4 Rifles**

**SALE: \$40**





**AU Ambidextrous Magazine Release  
for AR15/M4 Rifles**

**SALE: \$25**



**Schmid Ambidextrous Safety Selectors  
for Semi & Full Auto AR15/M4/M16**

**SALE: \$15 to 25**

**Winchester Ranger T-Series 9mm Ammo  
147-Grain Jacketed Hollow Point**

[https://mail.proton.me/u/27/\\_Z\\_IVfE500J3Lvh0GsxwlcwhWH4szY8BNVHzD2RmGi6HNLKsg3BG-5Psrtat5jbCLwQWELjASHJKc3pgOzArA==/cMB...](https://mail.proton.me/u/27/_Z_IVfE500J3Lvh0GsxwlcwhWH4szY8BNVHzD2RmGi6HNLKsg3BG-5Psrtat5jbCLwQWELjASHJKc3pgOzArA==/cMB...)

1/2

75. Both undercover email addresses continue to receive promotional emails from Arms Unlimited advertising LCMs, despite both email addresses being affiliated with New Jersey shipping addresses from the undercover purchases. These promotional emails contain no statement that the knowing possession of an LCM in New Jersey is a fourth-degree crime, punishable by a fine of up to \$10,000 and imprisonment up to eighteen months, nor any link or notice regarding magazine restrictions by state.

### COUNT I

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

76. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

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

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

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

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

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

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

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

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

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

- a. On Defendant’s Home Page advertising and offering for sale pistol caliber magazines and rifle caliber magazines containing more than ten rounds of ammunition to New Jersey consumers, despite that the possession of LCMs is a fourth-degree crime, punishable by a fine of up to \$10,000, and by a term of imprisonment of up to eighteen months;
- b. Through Defendant’s Website advertising, offering for sale, and/or selling ninety-nine magazines ranging from eleven to fifty rounds, including, for example: (a) Springfield Hellcat 11-round 9mm Magazine; (b) Magpul PMAG GL9 9mm 12-round Magazine for GLOCK G26; (c) GLOCK G21 13-round .45ACP Pistol Magazine; (d) KCI 15-round 9mm Magazine for GLOCK G19; (e) Magpul PMAG GL9 9mm 17-round Magazine for

GLOCK G17; (f) Beretta APX 9mm 21-round Magazine; (g) GLOCK G17/G18/G19/G26 24-round 9mm Pistol Magazine; (h) KCI 26-round .45ACP Magazine for GLOCK G21; (i) KCI 30-round 9mm Magazine for Beretta 92/M9 Series; (j) Colt 9mm SMG 32rd Magazine; (k) KCI 40-Round AK47 Steel Magazine; (l) Magpul PMAG D-50 GL9 50-Round 9mm PCC Drum Magazine; (m) Magpul PMAG D-60 60-Round AR/M4 Drum Magazine KCI 75-round AK47 Drum Magazine; and (n) KCI 100-round AR15/M4 Drum Magazine to New Jersey consumers, when the possession of such items constitutes a criminal offense in New Jersey;

- c. On Defendant's Website stating "[o]rders canceled due to conflict with state or local laws are subject to a 15% cancelation fee," implying that orders to states with restrictions would be cancelled, yet proceeding to ship LCMs to consumers in New Jersey;
- d. On Defendant's Website stating "New Jersey: No magazines over 10 rounds, including LE" under the heading "MAGAZINE RESTRICTIONS," but then proceeding to ship LCMs to New Jersey;
- e. In response to an order for 11-round, 12-round, 13-round, and 75-round magazines to a New Jersey shipping address, Defendant requested that the purchaser provide law enforcement credentials, asserting "[i]f you are not law enforcement we must cancel this order," yet after receiving no response or credentials from the purchaser, Defendant nevertheless shipped 11-round, 12-round, and 13-round magazines, though all magazines were illegal to possess in New Jersey;
- f. Directly advertising LCMs via targeted promotional emails to email addresses known to be associated with New Jersey shipping addresses, with no information regarding magazine restrictions in New Jersey, despite that the possession of LCMs is a fourth-degree crime, punishable by fines of up to \$10,000, and by a term of imprisonment up to eighteen months in New Jersey; and
- g. Selling and delivering LCMs to New Jersey consumers when the possession of such items in New Jersey is a criminal offense.

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

**COUNT II**

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

86. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

87. In advertising, offering for sale, and selling LCMs to New Jersey consumers, Defendant has engaged in misrepresentations and knowing omissions of material fact.

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

- a. Failing to disclose on Defendant's Website that the possession by a New Jersey resident of an LCM is a fourth-degree crime, punishable by a fine of up to \$10,000 and imprisonment of up to eighteen months; and
- b. Failing to disclose in promotional emails advertising LCMs, sent to email addresses linked to New Jersey shipping addresses, that the possession by a New Jersey resident of an LCM is a fourth-degree crime, punishable by a fine of up to \$10,000 and imprisonment of up to eighteen months.
- c. On Defendant's Website stating "New Jersey: No magazines over 10 rounds, including LE" under the heading "MAGAZINE RESTRICTIONS," but then proceeding to ship LCMs to New Jersey;

89. Defendants knowingly engaged in the advertisement, offer for sale and sale of LCMs to New Jersey consumers, as evidenced by Defendant's website disclosures regarding magazine restrictions in New Jersey.

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

**COUNT III**

**VIOLATIONS OF THE HAZARDOUS  
PRODUCTS REGULATIONS BY DEFENDANT**

91. Plaintiffs repeat and reallege the allegations contained in the preceding paragraphs as if more fully set forth herein.

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

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

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

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

- a. Failing to clearly and conspicuously disclose on Defendant's Website that in New Jersey the possession of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months; and
- b. Failing to clearly and conspicuously disclose in promotional emails advertising LCMs, sent to email addresses linked to New Jersey shipping

addresses, that the possession by a New Jersey resident of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months.

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

### **PRAYER FOR RELIEF**

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

- (a) Finding that the acts and omissions of Defendant constitute multiple instances of unlawful practices in violation of the CFA, N.J.S.A. 56:8-1 to -229, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3;
- (b) Permanently enjoining Defendant and any owners, officers, directors, shareholders, founders, members, managers, agents, servants, employees, representatives, independent contractors and all other persons or entities directly under its control, from engaging in or continuing to engage in any acts in violation of the CFA, N.J.S.A. 56:8-1 to -229, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3;
- (c) Ordering Defendant to block the shipping of any LCM to any New Jersey address;
- (d) Ordering Defendant to include on the homepage and the checkout page of Defendant's Website a clear and conspicuous statement informing consumers that in New Jersey, subject to limited exceptions, it is a fourth-degree crime, punishable by a fine and imprisonment to possess a Large Capacity Ammunition Magazine;
- (e) Ordering Defendant to disgorge all funds and property (real and personal) acquired and/or retained as a result of any acts or practices in violation of the CFA, N.J.S.A. 56:8-1 to -229, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3, including, but not limited to, the acts and practices alleged in this Complaint;
- (f) Directing Defendant to pay the maximum statutory civil penalties for each and every violation of the CFA, in accordance with N.J.S.A. 56:8-13;

- (g) Directing Defendant to pay the maximum statutory civil penalties for each and every LCM sold in violation of the CFA in accordance with N.J.S.A. 56:8-13;
- (h) Directing Defendant to pay costs and fees, including attorneys' fees, for the use of the State of New Jersey, as authorized by the CFA, N.J.S.A. 56:8-11 and N.J.S.A. 56:8-19; and
- (i) Granting such other relief as the interests of justice may require.

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: *Sara J. Koste*  
Sara J. Koste  
Deputy Attorney General

Dated: June 3, 2024  
Newark, New Jersey



**RULE 4:5-1 CERTIFICATION**

I certify, to the best of my information and belief, that the matter in controversy in this action involving the aforementioned violations of the CFA, N.J.S.A. 56:8-1 to -229, and the Hazardous Products Regulations, N.J.A.C. 13:45A-4.1 to -4.3, is not the subject of any other action pending in any other court of this State. I further certify, to the best of my information and belief, that the matter in controversy in this action is not the subject of a pending arbitration proceeding in this State, nor is any other action or arbitration proceeding contemplated. I certify that there is no other party who should be joined in this action at this time.

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: *Sara J. Koste*  
Sara J. Koste  
Deputy Attorney General

Dated: June 3, 2024  
Newark, New Jersey

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

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

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Sara J. Koste  
Sara J. Koste  
Deputy Attorney General

Dated: June 3, 2024  
Newark, New Jersey

**DESIGNATION OF TRIAL COUNSEL**

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

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for Plaintiffs

By: Sara J. Koste  
Sara J. Koste  
Deputy Attorney General

Dated: June 3, 2024  
Newark, New Jersey