

**EXHIBIT F**

1 Alan Gura (Calif. Bar No. 178,221)  
2 Gura & Possessky, PLCC  
3 101 N. Columbus St. Suite 405  
4 Alexandria VA, 22314  
703.835.9085/Fax 703.997.7665

5 Donald E.J. Kilmer, Jr. (Calif. Bar No. 179986)  
6 Law Office of Donald Kilmer, A.P.C.  
7 1645 Willow Street, Suite 150  
San Jose, CA 95125  
408.364.84889/Fax 408.264.8487

8 Jason A. Davis (Calif. Bar No. 224250)  
9 Davis & Associates  
10 27201 Puerta Real, Suite 300  
11 Mission Viejo, CA 92691  
Tel 949.436.GUNS/Fax 949.288.6894

12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

14  
15  
16 IVEN PENA, ROY VARGAS, DONA  
17 CROSTON, BRETT THOMAS, SECOND  
18 AMENDMENT FOUNDATION, INC.  
AND THE CALGUNS FOUNDATION,  
INC.

19 Plaintiffs,

20 vs.

21 STEPHEN LINDLEY,

22 Defendant.

Case No: 2:09-CV-01185-KJM-CMK

**PLAINTIFF ROY VARGAS'S  
RESPONSE TO DEFENDANT  
STEPHEN LINDLEY'S FIRST SET OF  
INTERROGATORIES**

1 PROPOUNDING PARTY: Defendant Stephen Lindley  
2 RESPONDING PARTY: Plaintiff Roy Vargas  
3 SET NUMBER: One (1)  
4

5 **RESPONSES TO INTERROGATORIES**

6 **INTERROGATORY NO. 1**

7 State the name, relationship to you, business address and telephone number, employer  
8 and title or position of the "willing seller" identified in Paragraph 39 of the amended complaint  
9 filed May 11, 2009.

10 **RESPONSE TO INTERROGATORY NO. 1**

11 **RESPONSE:**

12 Name: PRK Arms

13 Relationship: California Licensed Dealer

14 Business Address: 5530 East Lamona Ave., Suite 103, Fresno CA 93727

15 Telephone Number: 559-283-8666

16 Employer: PRK Arms

17 Title or Position: California Licensed Dealer  
18

19 **INTERROGATORY NO. 2**

20 State the caliber, barrel length, serial number, condition (i.e. new or used), current owner  
21 and location (i.e. address) of the firearm identified in Paragraph 39.

22 **RESPONSE TO INTERROGATORY NO. 2**

23 **OBJECTION:** This request is so vague or ambiguous as to be burdensome or oppressive  
24 as to the meaning of "Paragraph 39," which was not defined in the request. Moreover, Plaintiff  
25 would have to speculate as to the meaning of the term "Paragraph 39" in order to properly  
26 respond to this request.

27 **RESPONSE:** Without waiving the aforementioned objections, Plaintiff responds:

28 Caliber: .45 Cal.

1 Barrel Length: 4.6”

2 Serial Number: To Be Determined

3 Condition (New or Used): New

4 Current Owner: To Be Determined

5 Address: To Be Determined

6 To clarify, PRK Arms has identified their distributors that stock and distribute the firearm in  
7 question. PRK stands ready to sell said firearm to Plaintiff should Plaintiff qualify for one of the  
8 exemptions or should the law change.

9  
10 **INTERROGATORY NO. 3**

11 Do you contend that the “willing seller” identified in Paragraph 39 is able to legally sell  
12 you the firearm identified in that paragraph? If so state each fact and identify each document  
13 which you believe supports your contention.

14 **RESPONSE TO INTERROGATORY NO. 3**

15 OBJECTION: Contention interrogatories asking for each and every fact, or application of  
16 law to fact, that supports particular allegations in an opposing pleading may be held overly broad  
17 and unduly burdensome. [IPV, Inc. v. Mercantile Bank of Topeka (D KS 1998) 179 FRD 316,  
18 321 – providing “every fact” could require “laborious, time-consuming analysis, search and  
19 description of incidental, secondary, and perhaps irrelevant and trivial details.”]

20 RESPONSE: Without waiving the aforementioned objections, Plaintiff responds: No.  
21 Plaintiff is not prohibited from acquiring and possessing firearms and the “willing seller” is, to  
22 the best of Plaintiff’s knowledge, lawfully entitled to transfer firearms in accordance with United  
23 States firearm laws, including but not limited to 18 U.S.C. §921 et seq, and the regulations issued  
24 thereto, California firearm laws, including Part 6 of the California Penal Code, and the  
25 regulations issued thereto, and local laws. However, the firearm at issue became illegal for the  
26 “willing seller” to sell or transfer to Plaintiff, as a California resident, upon the passage and  
27 implementation of the Unsafe Handgun Act.

1 **INTERROGATORY NO. 4**

2 Do you contend that but for the firearm identified in Paragraph 39 not being listed on  
3 California's Roster of Handguns Certified for Sale you are otherwise eligible under all applicable  
4 state and federal laws to purchase and possess that firearm? If so, state each fact and identify  
5 each document which you believe supports your contention.

6 **RESPONSE TO INTERROGATORY NO. 4**

7 **OBJECTION:** Contention interrogatories asking for each and every fact, or application of  
8 law to fact, that supports particular allegations in an opposing pleading may be held overly broad  
9 and unduly burdensome. [IPV, Inc. v. Mercantile Bank of Topeka (D KS 1998) 179 FRD 316,  
10 321 – providing “every fact” could require “laborious, time-consuming analysis, search and  
11 description of incidental, secondary, and perhaps irrelevant and trivial details.”]

12 **RESPONSE:** Yes. I am a law abiding, responsible citizen and not prohibited from  
13 purchasing or possessing firearms under any state, federal or local law of which I am aware, but  
14 for the provisions challenged in this litigation.

15  
16 **INTERROGATORY NO. 5**

17 State each fact and identify each document which you believe supports your contention in  
18 Paragraph 44 that “Defendant permits Glock customers to have their SF21-STD handguns fitted  
19 with an ambidextrous release at the Glock factory. In other words, California permits the sale of  
20 a Glock 21SF-STD, and the alteration of that handgun by Glock to add an ambidextrous  
21 magazine release, but will not allow your customers to purchase a new Glock 21SF's with an  
22 ambidextrous magazine release.”

23 **RESPONSE TO INTERROGATORY NO. 5**

24 **RESPONSE:** California lists the subject firearm on its current Roster of Handguns  
25 Certified for sale, stating: GLOCK 21SF-STD / Steel, Polymer Pistol 4.6" .45 ACP 6/14/2013.  
26 The ambidextrous magazine release is a non-cosmetic functional alteration to the existing model.  
27 Glock proposed to alter the magazine catch on its models so that the catch grabs the magazine  
28 from the middle, rather than from the side, of the magazine. In order to do so, part of the frame

1 must be cut to allow for a new magazine release button. The modification to the magazine  
2 release is a physical change to the firearm. Physical changes to handguns do not qualify as  
3 exempt changes pursuant to Penal Code section 32030 (a), which states a firearm shall be  
4 deemed to satisfy the requirements of subdivision (a) of Section 32015 if another firearm made  
5 by the same manufacturer is already listed and the unlisted firearm differs from the listed firearm  
6 only in one or more of the following features:

7 (1) Finish, including, but not limited to, bluing, chrome-plating, oiling, or engraving.

8 (2) The material from which the grips are made.

9 (3) The shape or texture of the grips, so long as the difference in grip shape or texture  
10 does not in any way alter the dimensions, material, linkage, or functioning of the  
11 magazine well, the barrel, the chamber, or any of the components of the firing  
12 mechanism of the firearm.

13 (4) Any other purely cosmetic feature that does not in any way alter the dimensions,  
14 material, linkage, or functioning of the magazine well, the barrel, the chamber, or any of  
15 the components of the firing mechanism of the firearm.

16 As such, the firearm must be tested prior to being listed on the Roster of Handguns  
17 Certified for Sale in California. Yet, it cannot be added to the Roster of Handguns Certified for  
18 Sale in California because the firearm does not meet the requirements of Penal Code section  
19 32010(d).

20 Moreover, a California owner of a Glock handgun model with a standard magazine  
21 release who wishes to have his or her handgun retrofitted with an ambidextrous magazine release  
22 by sending it to Glock may do so. Glock could then retrofit the handgun and return it to its  
23 owner. No further testing of the retrofitted handgun would be required. Plaintiff identifies the  
24 following documents: Exhibit H in Support of Plaintiff's Motion for Summary Judgment,  
25 including a letter dated January 12, 2007 from Deputy Attorney General to Carlos Guevara,  
26 General Counsel for Glock, Inc.; e-mail dated November 20, 2006, from Carlos Guevara to  
27 Justin Phillips; and a letter to Alison Merrilees from Carlos Guevara dated January 12, 2007.

1 **INTERROGATORY NO. 6**

2 If in response to Request for Admission 1 you deny that you own at least one operable  
3 handgun that is suitable for self-defense, state each fact on which you base your denial.

4 **RESPONSE TO INTERROGATORY NO. 6**

5 Not Applicable.  
6

7 **INTERROGATORY NO. 7**

8 If in response to Request for Admission 2 you deny that you are able to purchase an  
9 operable handgun that is suitable for self-defense, state each fact on which you base your denial.

10 **RESPONSE TO INTERROGATORY NO. 7**

11 Not Applicable.  
12

13 **INTERROGATORY NO. 8**

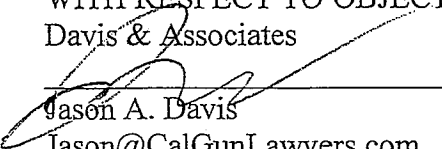
14 If in response to Request for Admission 3 you deny that you are able to obtain a Glock  
15 21SF with an ambidextrous magazine release through a private-party transfer under California  
16 Penal Code section 32110(a), state each fact on which you base your denial.

17 **RESPONSE TO INTERROGATORY NO. 8**

18 RESPONSE: Plaintiff is unaware of any private parties with a California Driver License,  
19 California Identification Card or Military identification card who possess such a firearm in an  
20 unaltered factory manufactured condition. Nor is Plaintiff aware of any private parties with a  
21 California Driver License, California Identification Card or Military identification card who are  
22 willing to sell said firearm in an unaltered factory manufactured condition. And, such a firearm  
23 is not on the list of handguns approved for a California licensed dealer direct sale in California.  
24

25 Date: December 11, 2012

26 WITH RESPECT TO OBJECTIONS ONLY  
27 Davis & Associates

28   
Jason A. Davis  
Jason@CalGunLawyers.com  
Attorneys for plaintiffs

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

VERIFICATION

ROY VARGAS declares:

1. I am a plaintiff in the above-captioned action;
2. I have read the foregoing "PLAINTIFF ROY VARGAS'S RESPONSE TO DEFENDANT STEPHEN LINDLEY'S FIRST SET OF INTERROGATORIES" ("The Response") and know its contents. I am informed and believed that the matters set forth in the Response are true and accurate, and on that ground I allege, to the best of my knowledge and information, that the matters therein stated are true and accurate.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Verification was executed on December 11, 2012, at Monterey Park, California.



ROY VARGAS