

Hearing date: September 23, 2022
Hearing time: 9:00am
Judge/Calendar: Hon. Matthew Williams

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,

Plaintiff,

v.

FEDERAL WAY DISCOUNT GUNS, LLC,

Defendant.

CASE NO. 22-2-20064-2

**SUMPTER DECLARATION IN
SUPPORT OF OPPOSITION TO
MOTION FOR PRELIMINARY
INJUNCTION**

Kyle Sumpter declares:

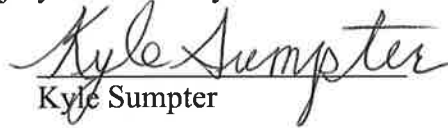
1. My name is Kyle Sumpter. I am an adult citizen of the United States of America and a citizen of the state of Washington. I am competent to testify and hereby testify of my own knowledge.
2. I have been a police officer in King County, Washington for 32 years. For several years I was a law enforcement firearms instructor. In support of my occupation, I have shopped at Federal Way Discount Guns (FWDG) for firearms, magazines, and accessories. I know many other Washington peace officers who do the same.
3. The general authority Washington law enforcement agency (WLEA) I work for shops at FWDG. When WLEA formed, we acquired our initial service pistols (Beretta 92FS) from FWDG. When we transitioned to different service pistols several years later (various

1 models of Glock weapons), we acquired those from FWDG. We occasionally acquire
2 replacement weapons, parts and accessories there, including ammunition feeding devices
3 (magazines). With each and every pistol we received standard capacity magazines, a feature
4 we consider critical to a primary defensive firearm for peace officers and for law-abiding
5 gun owners – magazines have to be replaced from time to time or the firearm becomes
6 inoperable.

- 7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
4. As used in this letter, “standard” means the pistol magazines came from the factory capable of holding 13 to 17 rounds, depending on weapon model. I recognize the state of Washington now uses “large” to describe any magazine with more than 10 rounds. Magazines holding more than 10 rounds are not “large capacity” by any common use of the term. That is true for civilians as well as for law enforcement officers.
 5. The WLEA has trained at FWDG since they opened their indoor gun range several years ago. We had a group training session there this month and we will again during the first quarter of 2023.
 6. Because WLEA has no firearms training facility of its own, Mr. Baghai kindly entered into an agreement with us (at our request) to allow our peace officers to train at FWDG individually at WLEA’s expense. This allows individual officers the opportunity to stop in briefly before or after their work shift – sometimes during shift – to practice. Without FWDG, excessive travel time to the outdoor facility we use in Ravensdale (45 minutes one way) would make such work-related practice sessions prohibitive. This extra practice makes the officers and, more importantly, the people we serve safer.
 7. From a public safety perspective, in my 32 years of law enforcement I am not aware of any irreparable injury that has been or will be caused by Federal Way Discount Guns continuing

1 its business unaltered. The real risk here is that WLEA (my employer) faces losing a valued
2 community partner, through which public safety will diminish. That partner helps us train
3 and supplies us with what we need to combat gun violence.

4 **EXECUTED** under penalty of perjury this 18th day of December 2022 at Federal Way, WA.

5 
6 Kyle Sumpter

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

CERTIFICATE OF SERVICE

The undersigned declares under penalty of perjury that the following facts are true and correct:

I am a citizen of the United States, over the age of 18 years, and not a party to or interested in the above-entitled action.

On December 19, 2022, I served a copy of the foregoing upon all counsel of record via the Court's ECF system.

DATED this 19th day of December 2022 at Edmonds, WA

/s/ Nathan J. Arnold
Nathan J. Arnold, WSBA No. 45356
Arnold & Jacobowitz PLLC
8201 164th Ave NE, Suite 200
Redmond, WA 98052
Ph: (206) 799-4221
Nathan@CAJlawyers.com