

FILED

APR 14 2016

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BY [Signature]
DEPUTY CLERK

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7
8 UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10
11 UNITED STATES OF AMERICA,
12 Plaintiff,
13 v.
14 DANIEL ALBERT CROWNINSHIELD,
15 Defendant.

CASE NO. 2:14-CR-0164 TLN
PLEA AGREEMENT
DATE: April 14, 2016
TIME: 9:30 a.m.
COURT: Hon. Troy L. Nunley

16
17 I. INTRODUCTION

18 A. Scope of Agreement

19 The indictment in this case charges the defendant with violations of 18 U.S.C.
20 § 922(a)(1)(A) – Unlawful Manufacturing and Dealing in Firearms (Count One); 18 U.S.C.
21 §§ 922(g)(9) and 924(a)(2) – Possession of a Firearm by a Prohibited Person (Count Two);
22 18 U.S.C. § 922(o) – Unlawful Possession of a Machinegun (Count Three); and 26 U.S.C.
23 § 5861(d) – Possession of an Unregistered Firearm (Counts Four through Six). This
24 document contains the complete plea agreement between the United States Attorney’s
25 Office for the Eastern District of California (the “government”) and the defendant
26 regarding this case. This plea agreement is limited to the United States Attorney’s Office
27 for the Eastern District of California and cannot bind any other federal, state, or local
28 prosecuting, administrative, or regulatory authorities.

1 **B. Court Not a Party**

2 The Court is not a party to this plea agreement. Sentencing is a matter solely
3 within the discretion of the Court, and the Court may take into consideration any and all
4 facts and circumstances concerning the criminal activities of defendant, including
5 activities that may not have been charged in the indictment. The Court is under no
6 obligation to accept any recommendations made by the government, and the Court may in
7 its discretion impose any sentence it deems appropriate up to and including the statutory
8 maximum stated in this plea agreement.

9 If the Court should impose any sentence up to the maximum established by the
10 statute, the defendant cannot, for that reason alone, withdraw his guilty plea, and he will
11 remain bound to fulfill all of the obligations under this plea agreement. The defendant
12 understands that neither the prosecutor, defense counsel, nor the Court can make a
13 binding prediction or promise regarding the sentence he will receive.

14 **II. DEFENDANT'S OBLIGATIONS**

15 **A. Guilty Plea**

16 The defendant will plead guilty to Counts One and Six of the indictment. The
17 defendant agrees that he is in fact guilty of these charges and that the facts set forth in
18 the Factual Basis for Plea attached hereto as Exhibit A are accurate.

19 The defendant agrees that this plea agreement will be filed with the Court and
20 become a part of the record of the case. The defendant understands and agrees that he
21 will not be allowed to withdraw his plea should the Court not follow the government's
22 sentencing recommendations.

23 The defendant agrees that the statements made by him in signing this Agreement,
24 including the factual admissions set forth in the factual basis, shall be admissible and
25 useable against the defendant by the United States in any subsequent criminal or civil
26 proceedings, even if the defendant fails to enter a guilty plea pursuant to this Agreement.
27 The defendant waives any rights under Rule 11(f) of the Federal Rules of Criminal
28 Procedure and Rule 410 of the Federal Rules of Evidence, to the extent that these rules

1 are inconsistent with this paragraph or with this Agreement generally.

2 **B. Sentencing Recommendation**

3 The defendant and his counsel may recommend whatever sentence they deem
4 appropriate.

5 **C. Special Assessment**

6 The defendant agrees to pay a special assessment of \$200 at the time of sentencing
7 by delivering a check or money order payable to the United States District Court to the
8 United States Probation Office immediately before the sentencing hearing. If the
9 defendant is unable to pay the special assessment at the time of sentencing, he agrees to
10 earn the money to pay the assessment, if necessary by participating in the Inmate
11 Financial Responsibility Program.

12 **D. Defendant's Violation of Plea Agreement or Withdrawal of Plea**

13 If the defendant, violates this plea agreement in any way, withdraws his plea, or
14 tries to withdraw his plea, this plea agreement is voidable at the option of the government.
15 The government will no longer be bound by its representations to the defendant
16 concerning the limits on criminal prosecution and sentencing as set forth herein. One way
17 a defendant violates the plea agreement is to commit any crime or provide any statement
18 or testimony which proves to be knowingly false, misleading, or materially incomplete.
19 Any post-plea conduct by a defendant constituting obstruction of justice will also be a
20 violation of the agreement. The determination whether the defendant has violated the
21 plea agreement shall be decided under a probable cause standard.

22 If the defendant violates the plea agreement, withdraws his plea, or tries to
23 withdraw his plea, the government shall have the right: (1) to prosecute the defendant on
24 any of the counts to which he pleaded guilty; (2) to reinstate any counts that may be
25 dismissed pursuant to this plea agreement; and (3) to file any new charges that would
26 otherwise be barred by this plea agreement. The defendant shall thereafter be subject to
27 prosecution for any federal criminal violation of which the government has knowledge,
28 including perjury, false statements, and obstruction of justice. The decision to pursue any

1 or all of these options is solely in the discretion of the United States Attorney's Office.

2 By signing this plea agreement, the defendant agrees to waive any objections,
3 motions, and defenses that the defendant might have to the government's decision to
4 exercise the options stated in the previous paragraph. Any prosecutions that are not time-
5 barred by the applicable statute of limitations as of the date of this plea agreement may be
6 commenced in accordance with this paragraph, notwithstanding the expiration of the
7 statute of limitations between the signing of this plea agreement and the commencement
8 of any such prosecutions. The defendant agrees not to raise any objections based on the
9 passage of time with respect to such counts including, but not limited to, any statutes of
10 limitation or any objections based on the Speedy Trial Act or the Speedy Trial Clause of
11 the Sixth Amendment to any counts that were not time-barred as of the date of this plea
12 agreement.

13 In addition: (1) all statements made by the defendant to the government or other
14 designated law enforcement agents, or any testimony given by the defendant before a
15 grand jury or other tribunal, whether before or after this plea agreement, shall be
16 admissible in evidence in any criminal, civil, or administrative proceedings hereafter
17 brought against the defendant; and (2) the defendant shall assert no claim under the
18 United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
19 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that
20 statements made by the defendant before or after this plea agreement, or any leads
21 derived therefrom, should be suppressed. By signing this plea agreement, the defendant
22 waives any and all rights in the foregoing respects.

23 **E. Forfeiture**

24 The defendant agrees to forfeit to the United States voluntarily and immediately all
25 of his right title and interest to any and all assets subject to forfeiture pursuant to 18
26 U.S.C. § 924(d)(1), 26 U.S.C. § 5872, 28 U.S.C. § 2461(c), and 49 U.S.C. § 80303. Those
27 assets include, but are not limited to, the following:

- 28 1) Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-

- 1 ATF-000793),
- 2 2) Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-
- 3 ATF-000798),
- 4 3) Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-
- 5 ATF-000799),
- 6 4) Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-
- 7 ATF-000800),
- 8 5) Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-
- 9 ATF-000801),
- 10 6) Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-
- 11 ATF-000803),
- 12 7) Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-
- 13 ATF-000804),
- 14 8) Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
- 15 ATF-000813),
- 16 9) Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
- 17 ATF-000816),
- 18 10)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: 000 (14-
- 19 ATF-000820),
- 20 11)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
- 21 ATF-000824),
- 22 12)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
- 23 ATF-000825),
- 24 13)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
- 25 ATF-000826),
- 26 14)Unknown Manufacturer Unknown Receiver/Frame, caliber: unknown (14-
- 27 ATF-000827),
- 28 15)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: AE3243 (14-

1 ATF-000830),

2 16)18750 Rounds of Assorted Ammunition, caliber: unknown, (14-ATF-000847),

3 17)Unknown Manufacturer Unknown Rifle Receiver/Frame, S/N: none (14-ATF-
4 000850),

5 18)Unknown Manufacturer Unknown Rifle Receiver/Frame, S/N: none (14-ATF-
6 000854),

7 19)Unknown Manufacturer Unknown Rifle Receiver/Frame, S/N: none (14-ATF-
8 000858),

9 20)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: 294727 (14-
10 ATF-000873),

11 21)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: 000 (14-ATF-
12 000881),

13 22)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
14 ATF-000889),

15 23)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: unknown
16 (14-ATF-000891),

17 24)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
18 ATF-000892),

19 25)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
20 ATF-000893),

21 26)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
22 ATF-000895),

23 27)809 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-000897),

24 28)3125 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-000898),

25 29)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N:
26 1292989527-1 (14-ATF-000899),

27 30)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
28 ATF-000900),

- 1 31)Unknown Manufacturer Unknown Rifle, caliber: unknown, S/N: none (14-
- 2 ATF-000901),
- 3 32)Unknown Manufacturer Unknown Rifle Receiver/Frame, S/N: none (14-ATF-
- 4 001941),
- 5 33)6 Rounds of Assorted Ammunition, caliber: 12 (14-ATF-001099),
- 6 34)180 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001221),
- 7 35)650 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001226),
- 8 36)140 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001228),
- 9 37)2000 Component Assorted Ammunition, caliber: unknown (14-ATF-001231),
- 10 38)908 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001232),
- 11 39)1985 Rounds of Assorted Ammunition, caliber: 22 (14-ATF-001234),
- 12 40)80 Rounds of Assorted Ammunition, caliber: 81 (14-ATF-001235),
- 13 41)270 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001238),
- 14 42)624 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001239),
- 15 43)1558 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001241),
- 16 44)5000 Component Assorted Ammunition, caliber: unknown (14-ATF-001242),
- 17 45)966 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001243),
- 18 46)190 Rounds of Assorted Ammunition, caliber: 223 (14-ATF-001245),
- 19 47)1359 Rounds of Assorted Ammunition, caliber: unknown (14-ATF-001247),
- 20 48)8 Rounds of Assorted Ammunition, caliber: 9 (14-ATF-001248),
- 21 49)6 Rounds of Assorted Ammunition, caliber: 12 (14-ATF-001250),
- 22 50)350 Rounds of Assorted Ammunition, caliber: 9 (14-ATF-001251),
- 23 51)5 Component Assorted Ammunition, caliber: unknown (14-ATF-001252),
- 24 52)1990 Matsura C & C Machine, Model: MC-510V, Serial Number: 900208118,
- 25 53)1985 Matsura C & C Machine, Model: MC-510V2, Serial Number: 85065087,
- 26 54)Heavy Machinery Rockwell Delta 15-665, Serial Number: 1421443, and
- 27 55)Heavy Machinery Bridgeport Series 1, Serial Number: 74340-2.

28 The defendant agrees that the listed assets above constitute property involved in or

1 used in the commission of the offenses to which he is pleading guilty and subject to
2 forfeiture as alleged in the indictment.

3 The defendant agrees to fully assist the government in the forfeiture of the listed
4 assets and to take whatever steps are necessary to pass clear title to the United States.
5 The defendant shall not sell, transfer, convey, or otherwise dispose of any of his assets,
6 including but not limited to, the above-listed assets.

7 The defendant agrees not to file a claim to any of the listed property in any civil
8 proceeding, administrative or judicial, which may be initiated. The defendant agrees to
9 waive his right to notice of any forfeiture proceeding involving this property, and agrees to
10 not file a claim or assist others in filing a claim in that forfeiture proceeding.

11 The defendant knowingly and voluntarily waives his right to a jury trial on the
12 forfeiture of assets. The defendant knowingly and voluntarily waives all constitutional,
13 legal and equitable defenses to the forfeiture of these assets in any proceeding. The
14 defendant agrees to waive any jeopardy defense, and agrees to waive any claim or defense
15 under the Eighth Amendment to the United States Constitution, including any claim of
16 excessive fine, to the forfeiture of the assets by the United States, the State of California
17 or its subdivisions.

18 The defendant waives oral pronouncement of forfeiture at the time of sentencing,
19 and any defenses or defects that may pertain to the forfeiture.

20 **III. THE GOVERNMENT'S OBLIGATIONS**

21 **A. Recommendations**

22 **1. Incarceration Range**

23 The government will recommend that the defendant be sentenced to a term of
24 imprisonment within the Guidelines range for his offenses, as determined by the Court.
25 The government may recommend whatever it deems appropriate as to all other aspects of
26 sentencing.

27 **2. Acceptance of Responsibility**

28 The government will recommend a two-level reduction in the computation of

1 defendant's offense level if he clearly demonstrates acceptance of responsibility for his
2 conduct as defined in U.S.S.G. § 3E1.1. This includes the defendant meeting with and
3 assisting the probation officer in the preparation of the pre-sentence report, being truthful
4 and candid with the probation officer, and not otherwise engaging in conduct that
5 constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the
6 preparation of the pre-sentence report or during the sentencing proceeding.

7 Because the government has already engaged in extensive trial preparation due to
8 the proximity of the trial date to the entry of this plea agreement, the government will not
9 move for the additional one-level reduction pursuant to U.S.S.G. § 3E1.1(b).

10 **B. Use of Information for Sentencing**

11 The government is free to provide full and accurate information to the Court and
12 the United States Probation Office ("Probation"), including answering any inquiries made
13 by the Court and/or Probation, and rebutting any inaccurate statements or arguments by
14 the defendant, his attorney, Probation, or the Court. The defendant also understands and
15 agrees that nothing in this Plea Agreement bars the government from defending on appeal
16 or collateral review any sentence that the Court may impose.

17 **IV. ELEMENTS OF THE OFFENSE**

18 At a trial, the government would have to prove beyond a reasonable doubt the
19 following elements of the offenses to which the defendant is pleading guilty:

20 As to Count One, unlawful dealing in firearms in violation of 18 U.S.C.

21 § 922(a)(1)(A):

- 22 1. First, the defendant was willfully engaged in the business of dealing in
23 and manufacturing firearms within the dates specified in the
24 indictment; and
- 25 2. Second, the defendant did not then have a license as a firearms dealer
26 or manufacturer.

27 As to Count Six, possession of an unregistered firearm in violation of 26 U.S.C.

28 § 5861(d):

- 1 1. First, the defendant knowingly possessed the firearm (AK-47) listed in
- 2 the indictment for Count Six;
- 3 2. Second, the defendant was aware that this firearm had specific
- 4 features that brought it within the scope of the National Firearms Act,
- 5 specifically, the firearm was capable of expelling multiple rounds of
- 6 ammunition with a single trigger pull; and
- 7 3. Third, the defendant had not registered this firearms with the
- 8 National Firearms Registration and Transfer Record.

9 The defendant fully understands the nature and elements of the crimes charged in
10 the indictment to which he is pleading guilty, together with the possible defenses thereto,
11 and has discussed them with his attorney.

12 **V. MAXIMUM SENTENCE**

13 **A. Maximum penalty**

14 The maximum sentences that the Court can impose are: for Count One, five years
15 of incarceration, a fine of \$ 250,000, a 3 year period of supervised release, and a special
16 assessment of \$100; for Count Six, ten years of incarceration, a fine of up to \$10,000, a 3
17 year period of supervised release, and a special assessment of \$100. In addition, the
18 defendant may be ineligible for certain federal and/or state assistance and/or benefits,
19 pursuant to 21 U.S.C. § 862.

20 **B. Violations of Supervised Release**

21 The defendant understands that if he violates a condition of supervised release at
22 any time during the term of supervised release, the Court may revoke the term of
23 supervised release and require the defendant to serve up to 2 years of additional
24 imprisonment.

25 **VI. SENTENCING DETERMINATION**

26 **A. Statutory Authority**

27 The defendant understands that the Court must consult the Federal Sentencing
28 Guidelines and must take them into account when determining a final sentence. The

1 defendant understands that the Court will determine a non-binding and advisory
2 guideline sentencing range for this case pursuant to the Sentencing Guidelines and must
3 take them into account when determining a final sentence. The defendant further
4 understands that the Court will consider whether there is a basis for departure from the
5 guideline sentencing range (either above or below the guideline sentencing range) because
6 there exists an aggravating or mitigating circumstance of a kind, or to a degree, not
7 adequately taken into consideration by the Sentencing Commission in formulating the
8 Guidelines. The defendant further understands that the Court, after consultation and
9 consideration of the Sentencing Guidelines, must impose a sentence that is reasonable in
10 light of the factors set forth in 18 U.S.C. § 3553(a).

11 **VII. WAIVERS**

12 **A. Waiver of Constitutional Rights**

13 The defendant understands that by pleading guilty he is waiving the following
14 constitutional rights: (a) to plead not guilty and to persist in that plea if already made; (b)
15 to be tried by a jury; (c) to be assisted at trial by an attorney, who would be appointed if
16 necessary; (d) to subpoena witnesses to testify on his behalf; (e) to confront and cross-
17 examine witnesses against him; and (f) not to be compelled to incriminate himself.

18 **B. Waiver of Appeal and Collateral Attack**

19 The defendant understands that the law gives the defendant a right to appeal his
20 guilty plea, conviction, and sentence. The defendant agrees as part of his plea/pleas,
21 however, to give up the right to appeal the guilty plea, conviction, and the sentence
22 imposed in this case as long as the sentence does not exceed the statutory maximum as to
23 each count. The defendant specifically gives up the right to appeal any order of restitution
24 the Court may impose.

25 Notwithstanding the defendant's waiver of appeal, the defendant will retain the
26 right to appeal if one of the following circumstances occurs: (1) the sentence imposed by
27 the District Court exceeds the statutory maximum; and/or (2) the government appeals the
28 sentence in the case. The defendant understands that these circumstances occur

1 infrequently and that in almost all cases this Agreement constitutes a complete waiver of
2 all appellate rights.

3 In addition, regardless of the sentence the defendant receives, the defendant also
4 gives up any right to bring a collateral attack, including a motion under 28 U.S.C. § 2255
5 or § 2241, challenging any aspect of the guilty plea, conviction, or sentence, except for non-
6 waivable claims. A “collateral attack” in this circumstance means filing a motion in this
7 Court, or any other court challenging any aspect of his guilty plea, his conviction, or his
8 sentence. Therefore, the defendant cannot later decide that he is unhappy with his plea,
9 conviction, or sentence and seek to amend, alter, or overturn it.

10 If the defendant ever attempts to vacate his plea, dismiss the underlying charges, or
11 modify or set aside his sentence on any of the counts to which he is pleading guilty, the
12 government shall have the rights set forth in paragraph II.D (Defendant’s Violation of
13 Plea Agreement) herein.

14 **VIII. ENTIRE PLEA AGREEMENT**

15 Other than this plea agreement, no agreement, understanding, promise, or
16 condition between the government and the defendant exists, nor will such agreement,
17 understanding, promise, or condition exist unless it is committed to writing and signed by
18 the defendant, counsel for the defendant, and counsel for the United States.

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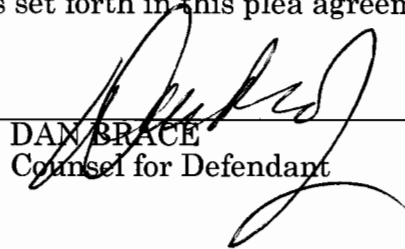
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IX. APPROVALS AND SIGNATURES

A. Defense Counsel

I have read this plea agreement and have discussed it fully with my client. The plea agreement accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to plead guilty as set forth in this plea agreement.

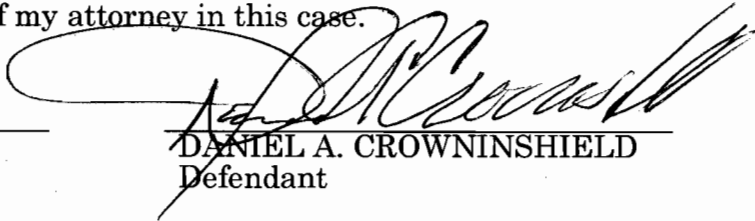
Dated: 4-14-16


DAN BRACE
Counsel for Defendant

B. Defendant

I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my case. No other promises or inducements have been made to me, other than those contained in this plea agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement. Finally, I am satisfied with the representation of my attorney in this case.

Dated: 4-14-16


DANIEL A. CROWNINSHIELD
Defendant

C. Attorney for the United States

I accept and agree to this plea agreement on behalf of the government.

Dated: April 14, 2016

BENJAMIN B. WAGNER
United States Attorney

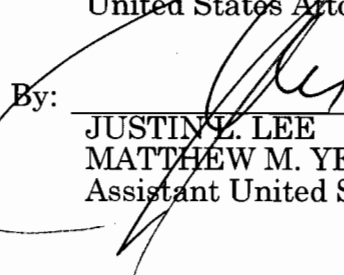
By: 
JUSTIN L. LEE
MATTHEW M. YELOVICH
Assistant United States Attorneys

EXHIBIT A
Factual Basis for Plea

1
2
3 If this matter proceeded to trial, the United States would establish the following
4 facts beyond a reasonable doubt:

5 Daniel Crowninshield owned and operated C&G Tool, a machine shop in
6 Sacramento, California, where members of the general public could pay for the
7 manufacture of AR-15-style firearms. This manufacturing would use AR-15 “blanks,”
8 which are small partially-machined metal items that were not firearms but could be
9 transformed using machine tools into AR-15 lower receivers, which are regulated firearms
10 pursuant to 18 U.S.C. § 921(a)(3)(B).

11 Generally, the manufacturing would proceed as follows: prospective gun buyers
12 would purchase an AR-15 blank and take it to C&G Tool where a skilled machinist would
13 finish the AR-15 blank into a completed AR-15 lower receiver, which is a regulated
14 firearm. In order to create the pretext that the individual in such a scenario was building
15 his or her own firearm, the skilled machinist would often have the individual press a
16 button or put his or her hands on a piece of machinery so that the individual could claim
17 that the individual, rather than the machinist, made the firearm.

18 On May 3, 2013, an undercover agent (“UC”) from the California Department of
19 Justice conducted an undercover purchase at C&G Tool, which was audio and video
20 recorded, that confirmed these manufacturing means and method. The UC met with
21 Crowninshield and arranged to convert an AR-15 blank that the UC had brought with him
22 into an AR-15 lower receiver. (The UC brought two AR-15 blanks with him that he had
23 previously purchased from a different machine shop in Sacramento.) Crowninshield took
24 one of the blanks and assembled a jig around the blank. Crowninshield then directed the
25 UC to place the blank into a CNC machine¹, owned by Crowninshield at C&G Tool and
26 used to mill out machine parts. Crowninshield then directed the UC to close the safety

27
28 ¹ A computer numerical control (“CNC”) machine is an automated, programmable piece of metal-working equipment.

1 door on the CNC machine and to hit a specific button to start the machine.

2 During this time, the UC observed another customer that appeared to be doing the
3 same thing at another machine. The UC overheard Crowninshield and another employee
4 discussing a customer purchasing “80%” blanks. These blanks were known colloquially as
5 “80%” blanks because they purportedly constituted “80%” of a completed firearm and could
6 be milled out at machine shops into completed firearms. The UC inquired if
7 Crowninshield sold such blanks. Crowninshield showed the UC an inventory of such
8 blanks for sale. The UC purchased an AR-10 blank for \$260, a gray AR-15 blank for \$180,
9 and an aluminum AR-15 blank for \$160, all from Crowninshield.

10 Crowninshield then assisted the UC in converting each of these three blanks into
11 finished lower receivers (regulated firearms). Crowninshield provided step-by-step
12 directions that the UC followed: where to place the blank in the CNC machine, when to
13 close the door, when to push the button to activate the CNC machine, how to clean out the
14 CNC machine with an air compressor, and how to operate a drill press to complete the
15 lower receiver. While the UC was in the process of converting the three blanks into lower
16 receivers, Crowninshield commented that the UC had quite a production going. The UC
17 joked that Crowninshield could call him “Colt” (the manufacturer of commercial AR-15s).
18 Crowninshield jokingly responded by asking the UC if he was building a personal army.

19 In total, the UC paid Crowninshield \$920 for the cost of purchasing the blanks and
20 milling out four blanks into lower receivers (regulated firearms). At no point did
21 Crowninshield require the UC to fill out any firearm purchase paperwork, conduct a
22 background check, or stamp the firearms with a serial number or manufacturer marking.

23 Law enforcement interviews of C&G Tool employees confirmed that individuals
24 would indeed manufacture lower receivers (regulated firearms) with the aid and
25 knowledge of C&G Tool employees, including Crowninshield.

26 Crowninshield advertised such services on at least one online firearm enthusiast
27 forum. This website mainly consists of forums where people ask and answer questions
28 related to firearms. Crowninshield, using the moniker “Dr-Death” was a prolific poster on

1 the website. Additionally, other members frequently posted about Dr-Death, including
2 review of service provided and recommending that other users visit his shop. For
3 example, on September 5, 2013, Dr-Death posted about opening a new shop in San Jose,
4 "SEE THE DR. NOW IN SAN JOSE." He advertised the "Lowest Price Builds & Lowers,"
5 and stated that customers could "Save Up to \$40-\$60 per lower on your 80% ar builds."
6 On September 7, 2013, Dr-Death posted a special deal for the first ten customers, offering
7 "GET your CNC Instructions 'FREE.'" On October 2, 2013, another user posted the
8 following: "I have done several 80s 10/22, ar15's an ar 10's With Dr. Death. He is not in
9 west sac. He's off Northgate by Fry's.. Great guy and great work. You will not be
10 disappointed."

11 On October 9, 2013, ATF executed a federal search warrant at C&G Tool. In
12 Crowninshield's office at C&G Tool, agents seized an AK-47 rifle (later determined to be a
13 fully-automatic machinegun). In total, agents seized eight firearms from Crowninshield
14 during execution of the search warrant.

15 That same day, Crowninshield was contacted by ATF as they executed the search
16 warrant at C&G Tool. Crowninshield declined to answer questions and immediately left
17 the shop when he was advised that he was not under arrest. At 1:33 p.m., Dr-Death
18 posted on the website the following: "Contact your local ATF or DOJ for any local builds
19 contact lcg guns or dw machine for your needs."² Law enforcement learned that Dr-Death
20 was immediately engaged in deleting past posts on the forum. At 1:56 p.m., another
21 member of the firearms forum posted, "unfortunately Dr-Death got shut down."

22 At C&G Tool, Crowninshield had one of his tool chests labeled, "DR. DEATH." On
23 Crowninshield's desk, during execution of the search warrant, agents found an email
24 addressed to Dr. Death and requesting assistance with firearms parts.

25 Crowninshield was not licensed by ATF to manufacture or deal firearms.
26 Crowninshield did not register any firearms in the National Firearms Registration and

27 _____
28 ² "lcg guns" and "dw machine" are other machine shops in Sacramento that engaged in manufacturing AR-15 style firearms built from blanks.

1 Transfer Record.

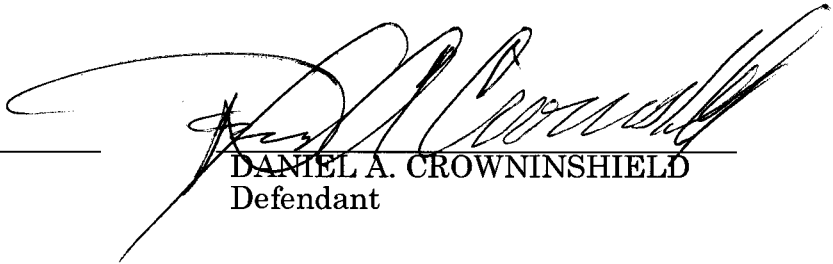
2 I, DANIEL A. CROWNINSHIELD, have read the Factual Basis for Plea and agree
3 to the facts and stipulations contained therein.

4

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Dated: 4-14-16



DANIEL A. CROWNINSHIELD
Defendant

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