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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS, FORTH WORTH  
DIVISION**

KNIFE RIGHTS, INC.; RUSSELL  
ARNOLD; JEFFREY FOLLODER;  
RGA AUCTION SOLUTION d.b.a.  
FIREARM SOLUTIONS; AND MOD  
SPECIALTIES,

Plaintiffs,

v.

MERRICK B. GARLAND, Attorney  
General of the United States; UNITED  
STATES DEPARTMENT OF  
JUSTICE,

Defendants.

Case No. 4:23-cv-00547-O

Hon. Judge Reed O'Connor

**SUPPLEMENTAL DECLARATION OF PLAINTIFF JEFFREY E. FOLLODER  
IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT  
AND IN OPPOSITION TO DEFENDANTS' MOTION TO DISMISS**



1           5.       Moreover, my actual and prospective customers cannot lawfully purchase any  
2 automatic opening knives through interstate commerce; and therefore, cannot possess, carry, and  
3 use such knives across interstate lines and on federal land and within Indian country, including  
4 Indian reservations. This constitutes a cognizable injury to my actual and prospective customers  
5 because the FSA’s interstate commerce prohibition is absolute; it prohibits dealers/retailers (and  
6 customers) from acquiring such knives through interstate commerce and from selling such knives  
7 their customers. Commerce in such knives is also a prerequisite to keeping and possessing bladed  
8 arms for self-defense and other lawful purposes. My right to pursue the Second Amendment claim  
9 in this case through my business derives from my actual and prospective customers, all of whom  
10 have a corollary right to keep and bear bladed arms for self-defense and other lawful purposes; and  
11 the core Second Amendment right to keep and bear arms is meaningless without the ability for my  
12 customers to acquire automatic opening knives through interstate commerce; and to possess, carry,  
13 and use such knives throughout the United States.

14           6.       As a direct result, both me and my business, MOD Specialties, are  
15 injured by our collective inability to purchase and sell automatic opening knives to  
16 actual and prospective customers due solely to the provisions of the FSA. That injury  
17 would be redressed by a favorable ruling from this Court, namely, issuing a  
18 permanent injunction against enforcement of Sections 1242 and 1243 of the FSA. Said  
19 differently, Sections 1242 and 1243 of the FSA stand as an absolute barrier to my and  
20 MOD Specialties’ ability to purchase and sell automatic opening knives through  
21 interstate commerce to actual and prospective customers throughout the United  
22 States. If this case secures the nationwide injunctive relief it seeks, that barrier will  
23 be removed. Once removed, at my direction, MOD Specialties will immediately  
24 purchase, advertise, market, and sell automatic opening knives to its customers in  
25 Texas and throughout the United States. Until then, however, my business sales and  
26 profit-generating capability are lower than they otherwise would be if I were able to  
27 purchase and then advertise, market, and sell another new line of knives (automatic  
28 opening knives) to our existing and prospective customers.

          7.       Additionally, as part of its business activities, MOD Specialties  
frequently attends various gun shows throughout the country. Specifically, I attend

1 shows and events where I sell my products in Kentucky, Nevada, Arizona, Oklahoma,  
2 Texas, Florida, and Virginia, and I regularly travel annually to and through roughly  
3 20 states, including traversing federal Indian country, for business purposes. I also  
4 attend many other shows and events like the NRA's convention that is held in a  
5 different state every year. The majority of my business, approximately 75 percent, is  
6 conducted with out-of-state clients at these shows.

7 8. Because MOD Specialties is a licensed dealer for NFA firearms, I  
8 exclusively travel by car to attend these shows and events to conduct retail sales. As  
9 such, I routinely travel through Indian reservation land and federal land with the  
10 products that I sell.

11 9. Thus, even if I were to legally acquire automatic opening knives within  
12 the state of Texas, I would be prohibited from crossing state lines with my knife  
13 inventory because I would be in violation of the FSA by introducing them into  
14 interstate commerce merely by traveling to the various gun shows/conventions where  
15 I sell my products.

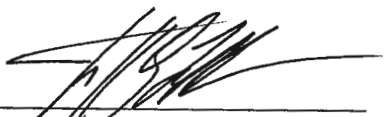
16 10. Moreover, if I were to legally acquire an inventory of automatic opening  
17 knives, by travelling from state-to-state, often driving through either Indian  
18 reservation land or federal land, both me and MOD Specialties would be in violation  
19 of the FSA by *merely possessing* the knives within these prohibited areas. Attached  
20 hereto as **Exhibit A** is a true and correct copy of a map depicting the areas within  
21 the United States that are controlled, maintained, or owned by the federal  
22 government. This map shows that I would be prohibited from merely possessing an  
23 automatic opening knife in a vast majority of the western portion of the United States.

24 11. Not only does the FSA prohibit me from acquiring automatic opening  
25 knives and possessing them as a part of my business, these same prohibitions apply  
26 to me personally. But for the FSA, both MOD Specialties and I would acquire and  
27 possess automatic opening knives and use them on a daily basis for lawful purposes.

28 12. Again, for all of the reasons stated in my previous declaration, as well

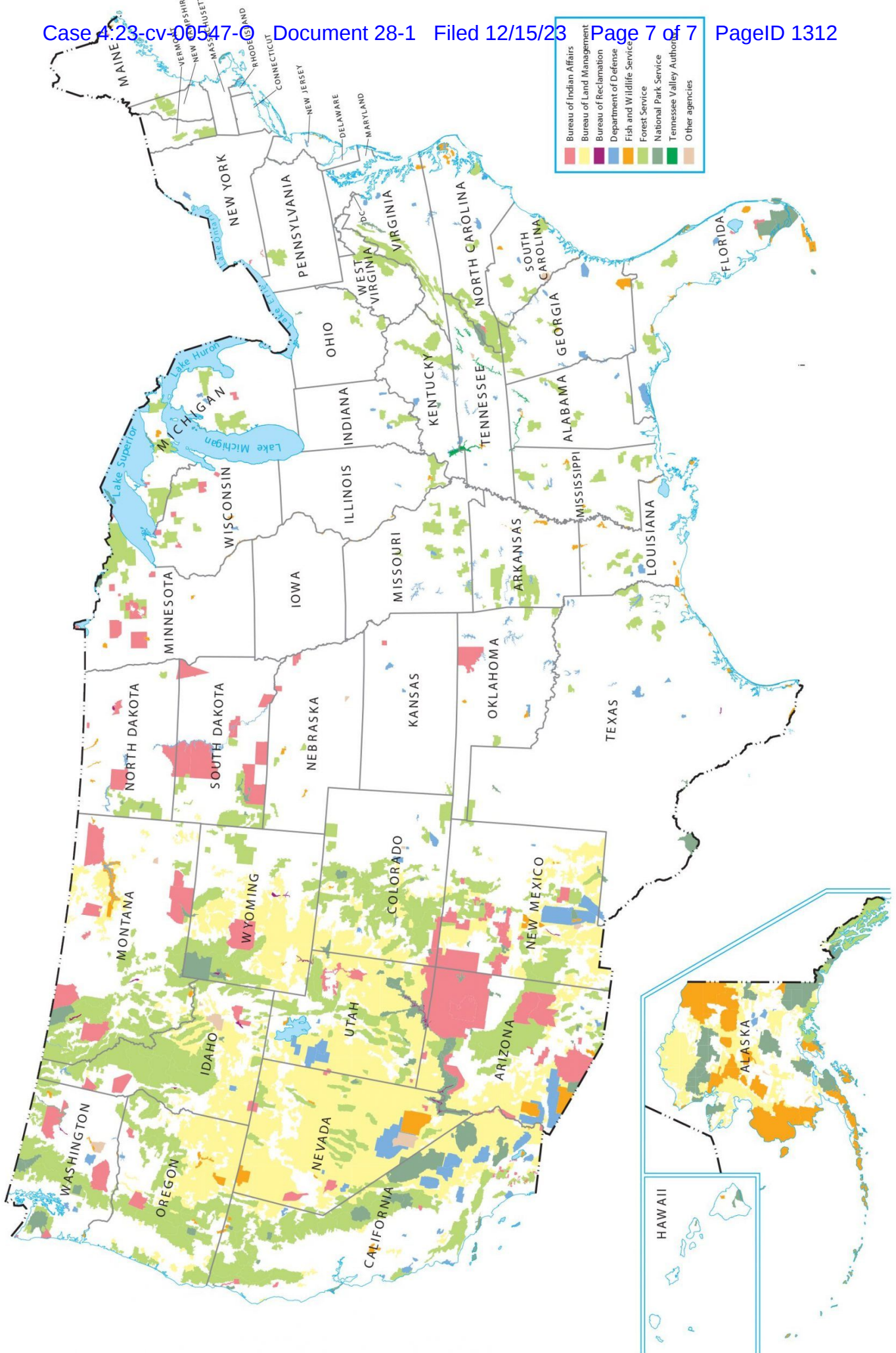
1 as the reasons set forth above, it is my belief that the FSA unconstitutionally infringes  
2 on my fundamental rights and other similarly situated individuals who reside in  
3 Texas and other States in the United States to keep and bear constitutionally  
4 protected arms, including automatic opening knives, that are in common use  
5 throughout the United States.

6 I declare under penalty of perjury under the laws of the United States that the  
7 foregoing is true and correct, and this declaration was executed on December 13,  
8 2023, in Katy, Texas.

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Jeffrey E. Folloder

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**Exhibit A**



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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS, FORTH WORTH  
DIVISION**

KNIFE RIGHTS, INC.; RUSSELL  
ARNOLD; JEFFREY FOLLODER;  
RGA AUCTION SOLUTION d.b.a.  
FIREARM SOLUTIONS; AND MOD  
SPECIALTIES,

Plaintiffs,

v.

MERRICK B. GARLAND, Attorney  
General of the United States; UNITED  
STATES DEPARTMENT OF  
JUSTICE,

Defendants.

Case No. 4:23-cv-00547-O

Hon. Judge Reed O'Connor

**SUPPLEMENTAL DECLARATION OF PLAINTIFF RUSSELL GORDON  
ARNOLD IN SUPPORT OF PLAINTIFFS' MOTION FOR SUMMARY  
JUDGMENT AND IN OPPOSITION TO DEFENDANTS' MOTION TO  
DISMISS**



1 **SUPPLEMENTAL DECLARATION OF**  
2 **RUSSELL GORDON ARNOLD**

3 I, Russell Gordon Arnold, declare as follows:

4 1. I am a party in the above-titled action. I am over the age of 18, have  
5 personal knowledge of the facts referred to in my declaration, and am competent to  
6 testify to the matters stated below. My supplemental declaration is provided in  
7 support of Plaintiffs' motion for summary judgment and in opposition to Defendants'  
8 motion to dismiss.

9 2. As I stated in my previous declaration, I am the owner and operator of  
10 RGA Auction Services, d.b.a. Firearms Solutions. Firearms Solutions is a federally  
11 licensed dealer in firearms located at 2300 Matlock Road, Ste. 3, Mansfield, Texas. In  
12 the regular course of my business, Firearms Solutions buys, sells, and transfers  
13 firearms and firearm accessories in accordance with federal and state law.

14 3. As a part of my retail sales, Firearms Solutions sells various forms of  
15 knives to our customers. Presently, I do not advertise or market the sale of automatic  
16 opening knives because we are prohibited from acquiring such knives due to the  
17 Federal Switchblade Act (FSA) and its criminal penalties, including fines,  
18 imprisonment, or both.

19 4. I already have an established clientele and retail business surrounding  
20 the sale of various arms (including knives). As such, the only step required for me to  
21 begin selling automatic opening knives through Firearms Solutions would be to  
22 *acquire* them from manufacturers and distributors. However, I *cannot* make any such  
23 purchase due to the FSA. In other words, I am ready, willing, and able to purchase  
24 and sell automatically opening knives, and the only thing stopping me is my fear of  
25 prosecution for violating Sections 1242 and 1243 of the FSA. Selling automatically  
26 opening knives is not some far off, undefinable goal that I may someday take part in.  
27 But for the FSA's prohibitions, I would place an order tomorrow to acquire automatic  
28 opening knives and begin to sell them as part of my business.

1           5.       Moreover, my actual and prospective customers cannot lawfully purchase any  
2 automatic opening knives through interstate commerce; and therefore, cannot possess, carry, and  
3 use such knives across interstate lines and on federal land and within Indian country, including  
4 Indian reservations. This constitutes a cognizable injury to my actual and prospective customers  
5 because the FSA’s interstate commerce prohibition is absolute; it prohibits dealers/retailers (and  
6 individuals) from acquiring such knives through interstate commerce and from selling such knives  
7 their customers. Commerce in such knives is also a prerequisite to keeping and possessing bladed  
8 arms for self-defense and other lawful purposes. My right to pursue the Second Amendment claim  
9 in this case through my business derives from my actual and prospective customers, all of whom  
10 have a corollary right to keep and bear bladed arms for self-defense and other lawful purposes; and  
11 the Second Amendment right to keep and bear arms is meaningless without the ability for my  
12 customers to acquire automatically opening knives through interstate commerce; and to possess,  
13 carry, and use such knives throughout the United States.

14           6.       As a direct result, both me and my business, Firearms Solutions, are  
15 injured by our collective inability to acquire/purchase and sell automatically opening  
16 knives to current and prospective customers due solely to the provisions of the FSA.  
17 That injury would be redressed by a favorable ruling from this Court, namely, issuing  
18 a permanent injunction against enforcement of Sections 1242 and 1243 of the FSA.  
19 Said differently, Sections 1242 and 1243 of the FSA stand as an absolute barrier to  
20 my and Firearms Solutions’ ability to acquire/purchase and sell automatically  
21 opening knives through interstate commerce to current and prospective customers  
22 throughout the United States. If this case secures the nationwide injunctive relief it  
23 seeks, that barrier will be removed. Once removed, at my direction, Firearms  
24 Solutions will immediately acquire/purchase, advertise, market, and sell  
25 automatically opening knives to my customers in Texas and throughout the United  
26 States. Until then, however, my business sales and profit-generating capability are  
27 lower than they otherwise would be if I were able to purchase and then advertise,  
28 market, and sell another new line of knives (automatically opening knives) to our  
current and prospective customers.

          7.       As part of its business activities, Firearms Solutions operates an online

1 storefront in addition to its bricks-and-mortar business. The online storefront is found  
2 at [www.nsg-firearms.com](http://www.nsg-firearms.com). As such, Firearms Solutions' sales are not restricted to  
3 customers within the state of Texas. Due to the FSA prohibitions on interstate  
4 commerce of automatically opening knives, even if I were to somehow legally acquire  
5 automatically opening knives within the State of Texas, I am still prohibited from  
6 selling them to any out-of-state customer. This causes financial injury and harm to  
7 me and Firearms Solutions; and I cannot redress this harm/injury solely because of  
8 the FSA prohibitions and my fear of prosecution under the FSA. My only known  
9 redress or remedy is to seek a nationwide permanent injunction against the  
10 enforcement of the FSA, which is part of the relief we are requesting in this case.

11 8. Not only does the FSA prohibit me from acquiring automatic opening  
12 knives and possessing them as a part of my business, but these same prohibitions  
13 also apply to me personally. But for the FSA, I would acquire and possess automatic  
14 opening knives and use them on a daily basis for lawful purposes. Even if I were to  
15 somehow acquire an automatically opening knife within Texas for personal use, the  
16 FSA's prohibitions on possession pursuant to Section 1243 would prevent me from  
17 possessing and carrying these knives any time I am traveling through or within any  
18 Indian country and on any federal land. Because I have travelled, and will continue  
19 to travel, in various states throughout the United States, I am precluded from  
20 possessing, carrying, and using any automatically opening knives as I traverse  
21 through federal land and Indian country within those states due solely to the FSA's  
22 prohibitions. This preclusion is an injury that I personally sustain, and will continue  
23 to sustain, unless and until the FSA is invalidated as a violation of my Second  
24 Amendment rights.

25 9. Again, for all of the reasons stated in my previous declaration, as well  
26 as the reasons set forth above, the FSA unconstitutionally infringes on my  
27 fundamental rights and the rights of other similarly situated individuals (including  
28 my actual and prospective customers) — all of which reside in Texas and other states  
in the United States — to keep and bear constitutionally protected arms, including

1 automatically opening knives, that are in common use throughout the United States.

2 I declare under penalty of perjury under the laws of the United States that the  
3 foregoing is true and correct, and this declaration was executed on December 13,  
4 2023, in Mansfield, Texas.

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9 Russell Gordon Arnold

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS, FORT WORTH DIVISION**

KNIFE RIGHTS, INC.; RUSSELL  
ARNOLD; JEFFREY FOLLODER;  
RGA AUCTION SOLUTION d.b.a.  
FIREARM SOLUTIONS; AND MOD  
SPECIALTIES,

Plaintiffs,

v.

MERRICK B. GARLAND, Attorney  
General of the United States; UNITED  
STATES DEPARTMENT OF  
JUSTICE,

Defendants.

Case No. 4:23-cv-00547-O

Hon. Judge Reed O'Connor

**SUPPLEMENTAL DECLARATION OF DOUG RITTER IN SUPPORT OF  
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND IN OPPOSITION  
TO DEFENDANT'S MOTION TO DISMISS**

**SUPPLEMENTAL DECLARATION OF DOUG RITTER**

I, Doug Ritter, declare as follows:

1. I am not a party in the above-titled action. I am over the age of 18, have personal knowledge of the facts referred to in my supplemental declaration, and am competent to testify to the matters stated below. My supplemental declaration is provided in support of Plaintiffs’ motion for summary judgment and in opposition to Defendant’s motion to dismiss.

2. As stated in my previous declaration (ECF No. 20-2), I am the Chairman and Executive Director of Plaintiff Knife Rights, Inc. (Knife Rights).

3. Knife Rights is a section 501(c)(4) member advocacy organization incorporated under the laws of Arizona with a primary place of business in Gilbert, Arizona. Organized in 2006, Knife Rights’ mission is to, among other things, ensure that federal and state restrictions placed on knives are not only repealed, but stopped from ever being enacted. Knives are one of mankind’s oldest and most commonly used tools, and their ownership and lawful possession, use, and carry are fully protected by the Second Amendment. Knife Rights seeks to ensure that the right to keep and bear these bladed arms is well protected through legislative efforts, defense of owners’ civil rights through litigation and advocacy, and public education. Knife Rights serves its members, supporters, and the public through these efforts to defend and advance the right to keep and bear bladed arms.

4. As a direct result of Knife Rights efforts, 44 bills repealing knife bans in 28 states and more than 175 cities and towns have been successfully enacted since 2010 (as of December 2023). Additionally, Knife Rights has been responsible for defeating 10 anti-knife bills in seven states, and has obtained favorable court decisions throughout the country.

5. Additionally, starting in the 115th Congress in 2017 through the 117th Congress in 2020, Knife Rights has participated in the introduction and support of the

1 proposed Knife Owners Protection Act, which includes the proposed repeal of the  
2 Federal Switchblade Act.

3           6. In Texas alone, Knife Rights has successfully worked to repeal the ban  
4 on switchblades in 2013. In 2015, Knife Rights successfully worked to get Knife Law  
5 Preemption enacted which extended that switchblade ban repeal throughout the state  
6 and ensured any future ban repeals would apply state-wide. In 2017, Knife Rights  
7 successfully worked to get Texas' ban repealed on "illegal knives"— which included a  
8 ban on Bowie knives, daggers, dirks, stilettos, poniards, swords, spears, and blades  
9 over 5.5 inches.. In 2019, Knife Rights successfully worked to get Texas' ban repealed  
10 on carrying of clubs (including tomahawks) and the possession and carry of knuckles  
11 (including trench knives and the like).

12           7. As to bans on automatically opening knives or "switchblades," Knife  
13 Rights has worked to get switchblade bans repealed in 18 states. A more detailed list  
14 of Knife Rights' legislative and litigation accomplishments is found on the Knife  
15 Rights website located at: <https://kniferights.org/about/accomplishments>. These  
16 accomplishments are incorporated by reference herein.

17           8. Knife Rights is taking part in this legal action to further pursue the  
18 stated goals and purposes of the organization — and they are to expend substantial  
19 time, effort, money, and other resources directed at ensuring the Second Amendment  
20 right to bladed arms is fully protected throughout the United States.

21           9. Knife Rights has members and supporters in Texas and states  
22 throughout the country. The interests that Knife Rights seeks to protect in this  
23 lawsuit are germane to the organization's goals and purposes. Specifically, the ability  
24 for Knife Rights' members to exercise their Second Amendment right to keep and bear  
25 arms through the acquisition of automatically opening knives through interstate  
26 commerce; and their ability to purchase, possess, and carry such knives in "Indian  
27 country" and on federal lands.  
28

1           10. Thus, Knife Rights sues on behalf of its members, including the  
2 Individual Plaintiffs Russell Arnold and Jeffrey Folloder, and other Knife Rights  
3 members such as Adam Warden and Evan Kauffman, both of whom have submitted  
4 declarations concurrently herewith. Knife Rights' members include peaceable, law-  
5 abiding individuals in Texas and many other states that wish to exercise their right  
6 to keep and bear arms through the manufacture for sale, sale, transfer, distribution,  
7 acquisition, purchase, and carry of automatically opening knives through interstate  
8 commerce and within "Indian country" and on federal land, all of which is prohibited  
9 under Sections 1242 and 1243 of the Federal Switchblade Act, which includes  
10 substantial criminal fines and imprisonment. Our members would engage in  
11 interstate commerce with respect to such knives; and purchase, possess, and carry  
12 them through "Indian" country and federal land, but for the prohibitions and criminal  
13 penalties found in the Sections 1242 and 1243 of the FSA.

14           11. Knife Rights also serves its members, supporters, and the public through  
15 the promotion of education regarding state and federal knife laws and regulations and  
16 the defense and protection of the civil rights of knife owners nationwide. As a part of  
17 Knife Rights' efforts to educate knife owners, Knife Rights compiles and reviews the  
18 various knife laws and regulations in each state. This compendium helps to ensure  
19 that knife owners remain in compliance with federal and states' laws with regard to  
20 possessing and carrying various types of knives.

21           12. Knife Rights Foundation has published a downloadable app,  
22 "LegalBlade," which summarizes each states' knife laws by "Knife Type" and provides  
23 the user with information on whether specific knives are legal for "Possession," "Open  
24 Carry," and "Concealed Carry" in each state. LegalBlade also provides direct links to  
25 each state's relevant knife/weapon statutes. Knife Rights supports and promotes the  
26 LegalBlade App.

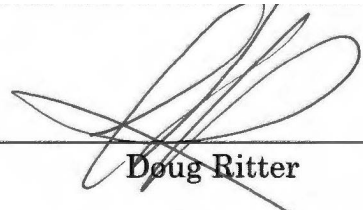
27           13. The actions undertaken by Knife Rights, which are described above,  
28 show that Knife Rights has expended a substantial amount of time, effort, money, and



1 other resources in its opposition to the Federal Switchblade Act for several years. Our  
2 substantial endeavors have placed a real, concrete drain on our time, efforts, money,  
3 and other resources, particularly as a section 501(c)(4) advocacy organization that  
4 relies, in part, on member contributions. This drain also impairs our ability to continue  
5 to implement our mission as a knife-rights organization.

6 14. Additionally, the continued unconstitutional enforcement of the FSA  
7 forces Knife Rights to drain its time, efforts, money, and other resources to educate its  
8 members about the FSA's prohibitions; work to get legislation passed to repeal the  
9 FSA; create tools to provide users of such knives with information about the FSA and  
10 other laws governing bladed arms and their sale, acquisition, purchase, possession,  
11 and carry; and initiate a myriad of other actions and activities, including advocacy  
12 and litigation, to challenge the constitutionality of the FSA. By expending substantial  
13 organizational time, effort, money, and other resources over a period of several years  
14 to challenge and/or repeal the FSA, Knife Rights has sustained injury, harm, and  
15 losses that could be avoided if Defendants would simply take steps to voluntarily  
16 repeal or set aside the FSA. But for the FSA provisions at issue, Knife Rights'  
17 organizational efforts would otherwise be expended in other ways — such as efforts to  
18 educate, repeal, and/or litigate the validity of an array of other knife-related laws and  
19 regulations throughout the country that infringe on Second Amendment rights. Our  
20 injuries as an organization could also be fully redressed if the Court were to issue the  
21 nationwide injunction that Plaintiffs have requested in this case.

22 I declare under penalty of perjury under the laws of the United States that the  
23 foregoing is true and correct, and this declaration was executed on December 15, 2023  
24 in Gilbert, Arizona.

25  
26 By:   
27 **Doug Ritter**  
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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS, FORTH WORTH  
DIVISION**

KNIFE RIGHTS, INC.; RUSSELL  
ARNOLD; JEFFREY FOLLODER;  
RGA AUCTION SOLUTION d.b.a.  
FIREARM SOLUTIONS; AND MOD  
SPECIALTIES,

Plaintiffs,

v.

MERRICK B. GARLAND, Attorney  
General of the United States; UNITED  
STATES DEPARTMENT OF  
JUSTICE,

Defendants.

Case No. 4:23-cv-00547-O

Hon. Judge Reed O'Connor

**DECLARATION OF ADAM WARDEN  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR SUMMARY JUDGMENT  
AND IN OPPOSITION TO  
DEFENDANTS' MOTION TO DISMISS**

**DECLARATION OF ADAM WARDEN IN SUPPORT OF PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT AND IN OPPOSITION TO DEFENDANTS' MOTION TO  
DISMISS**

**DECLARATION OF ADAM WARDEN**

I, Adam Warden, declare as follows:

1. I am not a party in the above-titled action. I am over the age of 18, have personal knowledge of the facts referred to in my declaration, and am competent to testify to the matters stated below. My declaration is provided in support of Plaintiffs’ motion for summary judgment and in opposition to Defendants’ motion to dismiss.

2. I live in Holladay, Utah, and have been a resident of the State of Utah for the approximately 30 years.

3. I am an avid hunter and outdoorsman, spending many of my weekends hunting waterfowl during the hunting season. I also have been a fly-fishing guide, and am an avid fisherman for 40 years and go fishing regularly. Currently, the majority of my time hunting and fishing is done within the State of Utah, but I have hunted and fished in other states including Alaska, Montana, California, North and South Dakota, Texas, Colorado, Washington, Idaho, and Wyoming.

4. I am a strong advocate of the Second Amendment, and am currently a member of Plaintiff Knife Rights, Inc. (Knife Rights).

5. It is my understanding that Knife Rights is taking part in this federal lawsuit to challenge the constitutionality of the Federal Switchblade Act under the Second Amendment.

6. Based on my understanding, the Federal Switchblade Act prohibits the interstate commerce of automatically opening knives. It also prohibits the possession and carry of such knives on both “Indian country” and federal land.

7. On December 6, 2023, I went online to purchase an automatically opening knife. Specifically, I went on Knifecenter.com and selected the Pro-Tech “Rockeye Auto.”

1           8.       Currently, I do not own an automatically opening knife, but I want to  
2 have one as they are incredibly useful knives that I can use while hunting, fishing,  
3 and in everyday life, as well as for self-defense.

4           9.       After I clicked on "Add to Cart" in order to purchase the automatically  
5 opening knife, a notification (pop-up) appeared on Knife Center's website explaining  
6 that the knife could not be shipped unless the purchase fell under one of the  
7 exceptions to the Federal Switchblade Act.

8           10.      I reviewed the exceptions listed on Knife Center's website and I did not  
9 fall within any exception that would allow me to legally purchase the knife.  
10

11          11.      Understanding that it was illegal to complete the purchase, I then  
12 cancelled my transaction.

13          12.      I was denied the ability to purchase an automatically opening knife  
14 through the internet because of the Federal Switchblade Act; and as direct result, I  
15 believe that my Second Amendment right to keep and bear arms has been  
16 unconstitutionally infringed upon. If it were not for the Federal Switchblade Act's  
17 prohibitions and penalties, I would have legally completed my purchase of the knife.

18          13.      More specifically, I did not complete the purchase of the knife for fear  
19 of being in violation of the Federal Switchblade Act and subject to criminal  
20 prosecution.

21          14.      After this incident, I reviewed the language of the Federal Switchblade  
22 Act. As I understand it, the Act prohibits the mere possession of automatically knives  
23 on both Indian country and federal land. I live in Utah and routinely travel within  
24 Utah and the surrounding states for personal, recreation, and business purposes. As  
25 a result, if I were able to acquire an automatically opening knife within my state (as  
26 they are legal in Utah), I would be prohibited from possessing the knife in a large  
27 portion of my own state because a sizable portions of Utah and surrounding states  
28

1 are comprised of land owned and/or operated by the federal Bureau of Land  
2 Management and other federal agencies or are Native American (Indian)  
3 reservations.

4 15. Again, I believe such prohibitions violate my Second Amendment right  
5 to keep and bear arms and are pointless as there is no reason to regulate  
6 automatically opening knives any more than any other folding pocket knife.

7 16. In my view, the Second Amendment provides me with a legally  
8 protected interest to (a) use interstate commerce to purchase an automatically  
9 opening knife in my resident state of Utah, and (b) to possess and carry such knife  
10 as I travel through federal land and Native American (Indian) reservation land in  
11 my home state of Utah and in surrounding states; and but for the switchblade ban  
12 under the Federal Switchblade Act (see *e.g.*, Sections 1242, 1243) and the related  
13 criminal fines and possible imprisonment, or both, I would have purchased,  
14 possessed, used, and carried such knife for hunting, fishing, personal use, and self-  
15 defense protection throughout my home state of Utah and in surrounding states.  
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17 17. Further, if the switchblade ban under the Federal Switchblade Act  
18 were lifted or permanently enjoined, I will purchase, possess, use, and carry an  
19 automatically opening knife for hunting, fishing, and an array of other lawful uses,  
20 including self-defense.


21 18. Additionally, as stated, I wanted to purchase an automatically opening  
22 knife, and would have done so but for the switchblade ban under Sections 1242 and  
23 1243 of the Federal Switchblade Act. Had I been able to complete my purchase, I  
24 also would have used the knife to hunt and fish, and for self-defense purposes,  
25 particularly as I traverse my home State of Utah and the surrounding states for  
26 personal, recreation, and business purposes including self-defense. My travels  
27 through Utah and surrounding states include both federal land and Native  
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1 American (Indian) reservation land. However, the switchblade ban adversely affects  
2 my constitutional interest in the Second Amendment; and the criminal enforcement  
3 provisions found in Sections 1242 and 1243 of the Federal Switchblade Act (fine,  
4 imprisonment, or both) have chilled my Second Amendment rights and represent a  
5 credible threat that I could be criminally prosecuted for violating those sections of  
6 the Federal Switchblade Act.

7 19. The injury/harm that I have sustained (*i.e.*, preclusion of my ability to  
8 purchase, possess, and carry an automatically opening knife for any lawful purpose)  
9 is also directly traced to the switchblade ban found in the Federal Switchblade Act  
10 and the Defendant officials who are responsible for its enforcement. My injury/harm  
11 to my Second Amendment rights can and should be redressed by the Court's grant  
12 of a permanent injunction against enforcement of Sections 1242 and 1243 of the  
13 Federal Switchblade Act.

14 20. I believe that Knife Rights is taking part in this action to defend my  
15 Second Amendment rights and it is acting as an advocate on my behalf and on behalf  
16 of its other members.

17 I declare under penalty of perjury under the laws of the United States that  
18 the foregoing is true and correct, and this declaration was executed on December 6,  
19 2023 in Holladay, Utah.

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS, FORTH WORTH  
DIVISION**

KNIFE RIGHTS, INC.; RUSSELL  
ARNOLD; JEFFREY FOLLODER;  
RGA AUCTION SOLUTION d.b.a.  
FIREARM SOLUTIONS; AND MOD  
SPECIALTIES,

Plaintiffs,

v.

MERRICK B. GARLAND, Attorney  
General of the United States; UNITED  
STATES DEPARTMENT OF  
JUSTICE,

Defendants.

Case No. 4:23-cv-00547-O

Hon. Judge Reed O'Connor

**DECLARATION OF EVAN KAUFMANN  
IN SUPPORT OF PLAINTIFFS'  
MOTION FOR SUMMARY JUDGMENT  
AND IN OPPOSITION TO  
DEFENDANTS' MOTION TO DISMISS**

**DECLARATION OF ADAM KAUFMANN IN SUPPORT OF PLAINTIFFS' MOTION FOR  
SUMMARY JUDGMENT AND IN OPPOSITION TO DEFENDANTS' MOTION TO  
DISMISS**

**DECLARATION OF EVAN KAUFMANN**

I, Evan Kaufmann, declare as follows:

1. I am not a party in the above-titled action. I am over the age of 18, have personal knowledge of the facts referred to in my declaration, and am competent to testify to the matters stated below. My declaration is provided in support of Plaintiffs’ motion for summary judgment and in opposition to Defendants’ motion to dismiss.

2. I live in Austin, Texas, and have been a resident of the State of Texas for the approximately 7 years.

3. I am a filmmaker, creative director, visual artist, and photographer. As a part of my business, Detail Films, I travel to and through many states across the Country. I also routinely travel to and film and photograph on public and federal lands. To date, I have conducted my business in states including, but not limited to Oklahoma, New Mexico, Nevada, New York, and California.

4. In addition to my work, I also regularly travel with my family both within Texas and outside Texas to camp and hike. Recently, I just returned from Utah with my family where we traveled throughout the state and hiked on federal/public lands.

5. I am currently a member of Plaintiff Knife Rights, Inc. (Knife Rights).

6. It is my understanding that Knife Rights is taking part in this federal lawsuit to challenge the constitutionality of the Federal Switchblade Act under the Second Amendment.

7. Based on my understanding, the Federal Switchblade Act prohibits the interstate commerce of automatically opening knives. It also prohibits the possession and carry of such knives on both “Indian country” and federal land.

8. Currently, I do not own an automatically opening knife, but I want to



1 have one as they are incredibly useful knives that I can use while am filming in  
2 remote areas both inside and outside of Texas for utility purposes and for self-  
3 defense. When filming in remote locations, there is generally very little cell service  
4 or any kind of law enforcement presence. I believe it would be beneficial to be able  
5 to carry an easy to open, one hand opening knife that I can have in my pocket at all  
6 times for my safety and general use. I would also possess, use, and carry an  
7 automatically opening knife in my everyday life for these same reasons.

8 9. On December 13, 2023, I went online to purchase an automatically  
9 opening knife. Specifically, I went on Knifecenter.com and selected the “Microtech  
10 123-10Z Signature Series Zombie Tech Auto OTF Knife 3.46” Stonewashed Tanto  
11 Plain Blade, Zombie Green” automatically opening knife.

12 10. After I clicked on "Add to Cart" in order to purchase the automatically  
13 opening knife, a notification (pop-up) appeared on Knife Center’s website explaining  
14 that the knife could not be shipped unless the purchase fell under one of the  
15 exceptions to the Federal Switchblade Act.

16 11. I reviewed the exceptions listed on Knife Center’s website and I  
17 concluded that I did not fall within any exception that would allow me to legally  
18 purchase the knife.

19 12. Understanding that it was illegal to complete the purchase, I cancelled  
20 my transaction.

21 13. I was denied the ability to purchase an automatically opening knife  
22 through the internet because of the Federal Switchblade Act; and as direct result, I  
23 believe that my Second Amendment right to keep and bear arms has been  
24 unconstitutionally infringed upon. If it were not for the Federal Switchblade Act’s  
25 prohibitions and penalties, I would have legally completed my purchase and  
26 acquired the automatically opening knife.  
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1           14. More specifically, I did not complete the purchase of the knife for fear  
2 of being in violation of the Federal Switchblade Act and subject to criminal  
3 prosecution.

4           15. After this incident, I reviewed the language of the Federal Switchblade  
5 Act. As I understand it, the Act prohibits the mere possession of automatically knives  
6 on both Indian country and federal land. While I live in Texas, I routinely travel in  
7 the surrounding states for personal, recreation, and business purposes. As a result,  
8 if I were able to acquire an automatically opening knife within my state (as they are  
9 legal in Texas), I would be prohibited from possessing the knife in many of the states  
10 in which I visit and travel within because a sizable portions of states like Nevada,  
11 Arizona, Utah, Oklahoma and other states are comprised of land owned and/or  
12 operated by the federal Bureau of Land Management and other federal agencies or  
13 are Native American (Indian) reservations.

14           16. Again, I believe such prohibitions violate my Second Amendment right  
15 to keep and bear arms. I also believe that there is no reason to regulate automatically  
16 opening knives any more than any other folding pocket knife.

17           17. In my view, the Second Amendment provides me with a legally  
18 protected interest to (a) use interstate commerce to purchase an automatically  
19 opening knife in my resident state of Texas, and (b) to possess and carry such knife  
20 as I travel through federal land and Native American (Indian) reservation land in  
21 my home state of Texas and in surrounding states; and but for the switchblade ban  
22 under the Federal Switchblade Act (see *e.g.*, Sections 1242, 1243) and the related  
23 criminal fines and possible imprisonment, or both, I would have purchased,  
24 possessed, used, and carried such knife for, personal, recreation, business, and self-  
25 defense purposes throughout my home state of Texas and in surrounding states.

26           18. Further, if the switchblade ban under the Federal Switchblade Act  
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1 were lifted or permanently enjoined, I will purchase, possess, use, and carry an  
2 automatically opening knife for the purposes stated above, including self-defense.

3 19. Additionally, as stated, I wanted to purchase an automatically opening  
4 knife, and would have done so but for the switchblade ban under Sections 1242 and  
5 1243 of the Federal Switchblade Act. Had I been able to complete my purchase, I  
6 also would have used the knife as I traverse my home State of Texas and the  
7 surrounding states for personal, recreation, and business purposes including self-  
8 defense. My travels between the various states on the western portion of the United  
9 States include both federal land and Native American (Indian) reservation land.  
10 However, the switchblade ban adversely affects my constitutional interest in the  
11 Second Amendment; and the criminal enforcement provisions found in Sections 1242  
12 and 1243 of the Federal Switchblade Act (fine, imprisonment, or both) have chilled  
13 my Second Amendment rights and represent a credible threat that I could be  
14 criminally prosecuted for violating those sections of the Federal Switchblade Act.  
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16 20. The injury/harm that I have sustained (*i.e.*, preclusion of my ability to  
17 purchase, possess, and carry an automatically opening knife for any lawful purpose)  
18 is also directly traced to the switchblade ban found in the Federal Switchblade Act  
19 and the Defendant officials who are responsible for its enforcement. My injury/harm  
20 to my Second Amendment rights can and should be redressed by the Court's grant  
21 of a permanent injunction against enforcement of Sections 1242 and 1243 of the  
22 Federal Switchblade Act.

23 21. I believe that Knife Rights is taking part in this action to defend my  
24 Second Amendment rights and it is acting as an advocate on my behalf and on behalf  
25 of its other members.  
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1 I declare under penalty of perjury under the laws of the United States that  
2 the foregoing is true and correct, and this declaration was executed on December 11,  
3 2023 in Austin, Texas.

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6 Evan Kaufmann

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