

United States District Court

SOUTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

v.

CRIMINAL COMPLAINT

VICTOR NEEDLEMAN

CASE NUMBER: 08-6137-SNOW

We, the undersigned complainants being duly sworn state the following is true and correct to the best of my knowledge and belief. From on or about December, 2007 to on or about February 22, 2008, in Broward County, in the Southern District of Florida, and elsewhere, the defendant did knowingly and Unlawfully Sell Firearms to a Convicted Felon in violation of Title 18, United States Code, Section 922(d)(1); Aid and Abet straw purchases of firearms in violation of Title 18, United States Code, Sections 922(a)(6) and 924(a)(1)(a); Knowingly Make False Statements in Records Required to be Maintained by a Licensed Dealer in violation of Title 18, United States Code, Section 924(a)(3(A); and Make False Entries in Records of Licensed Firearms Dealers in violation of Title 18, United States Code, Section 922(m).

I further state that I am a Special Agent, ATF and that this complaint is based on the following facts:
Official Title

SEE ATTACHED AFFIDAVIT

Continued on the attached and made a part hereof:



Signature of Complainant
Jennifer DeVito
Special Agent
Alcohol, Tobacco, Firearms and Explosives

Sworn to before me, and subscribed in my presence,
the Court finds probable cause.

April 9, 2008
Date

at Fort Lauderdale, FL
City and State

HON. LURANA S. SNOW
UNITED STATES MAGISTRATE JUDGE
Name and Title of Judicial Officer

Lurana S. Snow
Signature of Judicial Officer

AFFIDAVIT IN SUPPORT OF CRIMINAL COMPLAINT

I, Jennifer L. DeVito, do hereby state and affirm that:

1. I am a Special Agent (SA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and have been so employed since February 2005. As a Special Agent, I have received training in federal firearms laws and regulations at the ATF National Academy in Glynco, Georgia. In addition, throughout the course of my duties as a Special Agent, I have participated in numerous firearms investigations and have developed a growing knowledge of such firearms laws and the methods and tactics used by individuals to acquire, transfer, and possess firearms illegally. The Bureau of ATF is also the regulating body for Federally Licensed Firearms Dealers. My training has included those federal firearms laws that pertain to Federal Firearm Licensee's (FFL). Currently I am assigned to the Fort Lauderdale Field Office, investigating violations of such federal firearms laws and regulations. This affidavit is based upon your affiant's personal knowledge, review of reports and recordings, and information obtained from other sources and law enforcement officials. This affidavit does not contain every fact of this investigation, only the necessary information to support probable cause.

2. The information contained in this affidavit is based on my own observations and information obtained from other law enforcement personnel involved in the investigation, including agents from the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Immigration and Customs Enforcement (ICE). This affidavit is

presented for the limited purpose of establishing probable cause therefore, it does not represent all information known to the affiant regarding this case, but only those facts your affiant believes to be sufficient to establish probable cause.

3. On January 22, 2008, CI#1 stated that Victor, subsequently identified as VICTOR NEEDLEMAN (hereinafter NEEDLEMAN), a gun dealer in the warehouse area of Pembroke Road, in Broward County, Florida, was an individual from whom CI#1 had obtained fourteen firearms, consisting of seven (7) FN 57 semi-automatic pistols and seven (7) Glock 35 semi-automatic pistols. CI#1 described the gun store as having an indoor shooting range and subsequently identified it as American Range and Gun Shop, 3130 SW 19th Street, Bay #453, Pembroke Park, FL 33009.

4. CI#1 stated that he/she had inquired about purchasing firearms from NEEDLEMAN in the past. CI#1 stated that he told NEEDLEMAN he had been in some trouble when he was younger and that NEEDLEMAN had him/her complete the form (ATF form 4473) and ran a background check on him/her. CI#1 stated that after NEEDLEMAN ran the background check he then told CI#1 that CI#1 would have to find someone else to buy the guns for him/her. NEEDLEMAN then told CI#1 that a way around it was to bring in his wife and have her fill out the ATF paperwork. CI#1 maintained a relationship with NEEDLEMAN and would regularly call him for prices on guns. CI#1 also stated that NEEDLEMAN told him/her that he could purchase any amount of guns. CI#1 said that NEEDLEMAN told him/her that he has a customer that buys 25 AK-47 rifles at a time and that it's not a problem. NEEDLEMAN told CI#1 that he could purchase 1 to 100 guns at a time if he wanted to.

5. CI#1 stated that he/she and CI#2 went to American Range and Gun Shop in January 2008 and spoke with NEEDLEMAN about purchasing guns to take to Guatemala. CI#1 stated that since he/she could not purchase the firearms because of his/her felony conviction that NEEDLEMAN allowed CI#2 to fill out the ATF Form 4473 even though he knew the firearms were for CI#1 CI#1. CI#1 also stated that he/she paid the \$2,120.00 deposit to NEEDLEMAN for the fourteen guns for which CI#2 completed the ATF paperwork.

6. CI#1 stated that on January 12, 2008 he/she and CI#2 returned to American Range and Gun Shop and again met with NEEDLEMAN to obtain the firearms. CI#1 stated that he/she paid the remaining total for the fourteen guns, and received the firearms from NEEDLEMAN.

7. CI#1 stated that NEEDLEMAN was currently holding 20 Glock 35 pistols for him/her. CI#1 stated he/she had placed the order when he/she and CI#2 had picked up the fourteen guns, consisting of seven (7) FN 57 semi-automatic pistols and seven (7) Glock 35 semi-automatic pistols, in January 2008.

8. A search of the ATF database conformed the purchase of fourteen guns, consisting of seven (7) FN 57 semi-automatic pistols and seven (7) Glock 35 semi-automatic pistols, by CI#2 from American Range and Gun in January 2008.

9. CI#1 further informed agents that he/she and NEEDLEMAN had the same arrangement on a previous occasion in December 2007. On that firearms transaction CI#1 stated that he/she used CI#3's information on the ATF Form 4473 with NEEDLEMAN's knowledge, to purchase six firearms (three Glock 35 pistols and three

FN Five-Seven pistols). CI#1 stated that NEEDLEMAN allowed CI#3 to put the firearms in CI#3's name and that CI#1 even filled out the form for CI#3 because CI#3 does not speak English very well. CI#1 also paid NEEDLEMAN for the firearms. However, later NEEDLEMAN credited CI#1's credit card for the deposit and then proceeded to put the entire sale onto CI#3's credit card so the sale would not show CI#1's name anywhere.

10. A search of the ATF database conformed the purchase of fourteen guns, consisting of three (3) FN 57 semi-automatic pistols and three (3) Glock 35 semi-automatic pistols, by CI#3 from American Range and Gun

11. On January 25, 2008, CI#1 called NEEDLEMAN inquiring about an order of twenty (20) Glock 35 hand guns CI#1 had previously made. NEEDLEMAN told CI#1 he did not have the weapons and that he would have to wait for Glock to manufacturer them. NEEDLEMAN told CI#1 that this would take about a couple of weeks. NEEDLEMAN then told CI#1 he would place another call and to call back in an hour.

12. On January 25, 2008, CI#1 called NEEDLEMAN . NEEDLEMAN told CI#1 that he was unable to find anyone with Glock 35's. He then told CI#1 that he could get some in green. CI#1 stated that as long as they were Glock 35's he/she didn't care about the color. NEEDLEMAN said he could have them ready on Monday (January 28, 2008). When CI#1 asked about the price NEEDLEMAN said he didn't know, but would check. NEEDLEMAN then asked if CI#1 wanted to order the guns. CI#1 told him yes. They agreed that CI#1 would call NEEDLEMAN the following week.

13. On January 29, 2008, CI#1 called NEEDLEMAN at American Range and Gun Shop Inc. CI#1 inquired as to the status of his/her order for twenty Glock 35 handguns. VITOR stated that at this time he had one and is not able to find anymore. NEEDLEMAN explained to CI#1 that they would have to wait for the manufacturer to produce more. CI#1 then asked if NEEDLEMAN could get him/her FN handguns in the mean time. NEEDLEMAN told CI#1 he could get as many FN's as CI#1 wanted. CI#1 then asked if he/she should use CI#2 his/her cousin again to pick up the weapons or someone else. NEEDLEMAN said it didn't matter, but "Whoever buys it, they have to pay for it." CI#1 asked why someone else would have to pay since he/she had paid NEEDLEMAN directly in the past. NEEDLEMAN said, "I'm not selling to you, its illegal. It's a straw sale."

14. On January 30, 2008, one day after CI#1 spoke to NEEDLEMAN about the Glock order, CI#1 received a message on CI#1's personal cell phone from NEEDLEMAN. In the message NEEDLEMAN stated that he would have 20 Glock 35's by that Friday for CI#1 and that he needed CI#1 to call him on his cell phone and left his number, which was 305-318-1045.

15. On February 11, 2008, CI#1 placed a consensually recorded phone call to NEEDLEMAN's cell phone. NEEDLEMAN answered and they discussed the firearms that were waiting for CI#1 to pick up. CI#1 explained that he/she would be in and out of the country and would not be able to get the guns for another week or two. CI#1 also told NEEDLEMAN that he/she would only be taking ten the first time then returning a few weeks later for the other ten. NEEDLEMAN repeatedly said it was not a problem

and that he would hang onto the guns for CI#1. NEEDLEMAN told CI#1 that it would be \$570 per gun including tax. NEEDLEMAN also said that he would backdate the paperwork so CI#1 could take the guns with him/her when he/she came in.

16. On January 30, 2008, CI#2 was interviewed. CI#2 stated that CI#1 came to him/her in December 2007 and asked him/her to purchase guns for him/her. CI#1 told CI#2 that he/she could make a little bit of money doing it but not enough to make him/her rich. CI#1 explained to CI#2 that he/she was taking guns to Guatemala to arm a friend's security guards. CI#2 said the first time he/she went with CI#1 was on Sunday, January 8, 2008, they went to American Range and Gun Shop and CI#1 asked for NEEDLEMAN, the owner of the store. CI#2 stated that NEEDLEMAN and CI#1, walked away from CI#2 to the side of the store and spoke. They then returned to the counter and NEEDLEMAN had a sales associate give CI#2 an ATF Form 4473 to fill out. CI#2 stated that the sales person took his/her driver's license and said they had to do a background check. CI#2 began to fill out the 4473 but made some errors, so he/she got a new one and CI#1 filled it out for CI#2. CI#2 only signed the bottom of the form. CI#2 stated that NEEDLEMAN was there with them throughout the process. CI#2 recalled CI#1 asking NEEDLEMAN for more Glocks and NEEDLEMAN said he would have to order them, that he needed a deposit of \$2000, and that he would have them in a week. CI#2 stated that he/she did not converse with NEEDLEMAN about the firearms at all. CI#2 said the only time he/she spoke to NEEDLEMAN was when he/she asked if it was okay to buy the guns and to buy that many. CI#2 recalled NEEDLEMAN comforting him/her by telling him/her about one of his customers that buys 25 AK's at a

time and has done it four times. CI#2 stated that CI#1 called him/her and told him/her the guns were ready to be picked up. CI#2 said the gun store never called him/her to tell him/her the guns were ready. CI#2 drove separately and met CI#1 at American Range and Gun Shop, Pembroke Park. NEEDLEMAN and CI#1 shook hands and NEEDLEMAN told CI#1 everything was ready. CI#2 stated again that NEEDLEMAN did not talk to him/her. NEEDLEMAN placed a large cardboard box on the counter in front of CI#1 which contained eleven guns and placed three separate gun cases down besides it. CI#2 said he/she was surprised because when he/she was there before, he/she had only heard CI#1 discuss purchasing four guns with NEEDLEMAN. CI#1 opened a gun case and examined the gun with NEEDLEMAN. NEEDLEMAN reminded CI#1 that he/she could always get him/her a better price and if CI#1 bought more he would give him/her a better discount. NEEDLEMAN and CI#1 went to the opposite end of the counter by the cash register and left CI#2 standing next to the guns. NEEDLEMAN then gave CI#1 the sales receipt and shook his/her hand. CI#1 carried out the large cardboard box and CI#2 grabbed the three separate guns which they placed in CI#1'S vehicle and went their separate ways.

17. On January 30, 2008, CI#3 was interviewed regarding CI#3's straw purchases of firearms for CI#1. CI#3 stated that he/she helped CI#1 obtain guns at American Range and Gun Shop. CI#3 recalled two men and one female sales person being present during his/her visit there. CI#3 stated the older of the two men helped them out and only spoke with CI#1 about the guns. CI#3 stated that at one point he/she was given the ATF Form 4473 by the older salesman to fill out. CI#3 filled it out with

CI#1's help. CI#3 stated that he/she and CI#1 returned on December 8, 2007 to pick up the firearms. Again CI#1 conversed with the same older salesman that had helped him/her before. The salesman brought out one large box that contained six guns. CI#1 opened the box and examined the contents. CI#1 also purchased a holster and some ammunition. The salesman gave CI#1 the receipt and they left the store. CI#3 presented agents with sales receipts for American Range and Gun Shop. One receipt in particular, dated 12/01/2007 shows a sale of three FN 5.7 pistols for \$2941.50 to CI#1 with CI#1's signature at the bottom of the receipt. There are six receipts in all dating from 11/30/2007 through 12/08/2008.

18. On January 31, 2008, SA DeVito contacted FDLE regarding a NICS denial check for CI#1. SA DeVito spoke with supervisor Deshawn Byrd who obtained CI#1's information to conduct the check. Mr. Byrd informed SA DeVito that a background check was requested by American Range and Gun Shop, Inc., Pembroke Park, FL on 11/28/2006 at 17:55 (5:55 PM) for CI#1. Mr. Byrd explained that CI#1 was denied due to a 1995 felony conviction in Illinois. Mr. Byrd stated the system showed a guilty plea to arson. Mr. Byrd supplied SA DeVito with a copy of his query.

19. Between January 14, 2008 and February 4, 2008, Detective Ira Roberson, Miramar Police Department, received information from CW#1 reference multiple suspicious firearms transactions conducted by the owner of American Range and Gun, Victor NEEDELMAN and CI#1. Det. Roberson contacted ATF on February 4, 2008 and on February 6, 2008, SA DeVito met with Det. Roberson regarding the CW#1's information. At that time Det. Roberson provided SA DeVito with copies of ATF F

4473's, multiple sale forms, receipts and personal notes regarding the suspicious firearms transactions that had been given to him by CW#1.

20. On February 7, 2008, ATF SA DeVito and ICE SA Skidmore met with a CW#1. CW#1 produced the following documents :

A copy of ATF F 4473 for CI#1, dated 1/6/08 for two Glock 35 pistols and two FN Five Seven pistols.

A copy of ATF Report of Multiple Sale form for CI#2, dated 1/12/08 for seven Glock 35 pistols and seven FN Five Seven pistols.

Four re-printed sales receipts dated 12/1/07, 1/6/08, 1/6/08 and 1/12/08, for the above listed firearms sales.

Copies of two credit card transaction receipts both dated 1/6/08, both bearing the signature of CI#1.

Copy of ATF F 4473 for CI#3, dated 12/1/07 for three Glock 35 pistols and three FN Five Seven pistols.

Copy of ATF Report of Multiple Sale form for CI#3, dated 12/8/07 for three Glock 35 pistols and three FN Five Seven pistols.

Copies of bills and credit card statements for CI#3, used to show residency in the State of Florida during the firearms transaction.

Computer website printouts on Glock 35 pistols, FN Five Seven pistols, ATF definition of "straw purchase" and an article from the Miami-Herald dated 1/14/2008.

CW#1 explained that VICTOR NEEDELMAN has owned the gun store since mid-late 2006 and in his/her opinion is just out to make money with no regard for the

law. CW#1 explained that NEEDLEMAN has allowed at least two obvious straw purchases by the same person who has used their relatives to fill out the ATF F 4473 in the last few months. According to CW#1, in early December 2007, a Hispanic male, later identified as CI#1, spoke with NEEDLEMAN about a possible transfer of firearms and prices on firearms. NEEDLEMAN told CI#1 that he could beat the price he was given and CW#1 then ordered the firearms from NEEDLEMAN. CW#1 ordered two Glock 35 pistols and two FN Five Seven pistols that day. In mid-December 2007, approximately five business days later, NEEDLEMAN told CW#1 one night that CI#1 and CI#3 would be in the following day to pick up the guns. NEEDLEMAN said which box of guns was for CI#1 and said to have CI#3 sign the ATF form. CW#3 was uncomfortable with the arrangement but did what NEEDLEMAN, told him/her to do. CI#1 and CI#3 showed up the next day. CW#1 said that CI#3 did not speak English very well and that CI#1 did all the talking and brokering of the deal. The CW#1 obtained the CI#3's driver's license and called in the FDLE background check. CI#3 signed the ATF F 4473 and CI#1 carried the guns out. On January 11, 2008, NEEDLEMAN told CW#1 that CI#1 would be in the following day and to sell him/her five FN Five Sevens for \$950.00 a piece and five Glock 35's for \$560.00 a piece. NEEDLEMAN told CW#1 which guns were for CI#1 and said that he/she had paid a deposit. NEEDLEMAN said to put the guns on the ATF form for CI#2 who was already on file. On January 12, 2008, CI#1 and CI#2 arrived at the gun store to pick up the firearms. CW#1 and NEEDLEMAN were present and CI#2 took cash from his pocket, which CI#1 grabbed and counted out to NEEDLEMAN. NEEDLEMAN then refunded CI#1's deposit

because the deposit was made on a credit card in CI#1's name. CW#1 stated that CI#1 did all of the talking. Upon conclusion of the sale CW#1 heard CI#1 tell NEEDELMAN that he/she wanted twenty more of each gun in a couple of weeks. CW#1 stated he/she spoke to NEEDELMAN after the second straw purchase, with CI#2, because he/she was uncomfortable with the sale. CW#1 stated that NEEDELMAN said he didn't care, that he had done everything legal, and that he was just making money.

21. On February 20, 2008, CI#1 placed a consensually recorded phone call to NEEDELMAN. CI#1 told NEEDELMAN that he/she would be there on Friday, February 22, 2008 to pick up the ten Glockes. CI#1 confirmed that the price was \$570 per gun and told NEEDELMAN that he/she would be there after 2:00 PM. NEEDELMAN agreed and said he would have everything ready for him/her and that he would be there.

22. On February 22, 2008, ATF SA Jessica Rabago, acting in an undercover capacity, and CI#1 conducted a straw purchase of ten (10) firearms from Victor NEEDLEMAN, owner/FFL at American Range and Gun Shop located at 3130 SW 19 Ave., Bay #453, Pembroke Park, FL 33009. CI#1 walked toward the cash register, located in the middle area of the store and NEEDLEMAN met with CI#1 in front of the cash register where they exchanged greetings. CI#1 then called the UC over and introduced the UC to NEEDLEMAN. The UC and NEEDLEMAN exchanged greetings. NEEDLEMAN and CI#1 then walked to the back area of the store, where they entered into an office. During this time, the UC remained in the main area of the store, looking at merchandise. The UC observed CI#1 and NEEDLEMAN through a large glass window of the office, having a conversation. After several minutes, CI#1 exited the office area

and advised to UC to follow him/her outside. The UC exited the store with CI#1. While outside, CI#1 transferred the sum of cash that was to be utilized to make the straw purchase to the UC and stated that this was going to be the only way that NEEDLEMAN was going to make the sale. The UC and CI#1 then reentered the store. When the UC and CI#1 reentered the store, NEEDLEMAN presented the UC with an ATF Form 4473 and advised that whoever was buying the guns needed to fill it out. NEEDLEMAN asked the UC for a driver license. The UC presented an undercover driver license to NEEDLEMAN and began to complete the ATF Form 4473. NEEDLEMAN and CI#1 continued talking. NEEDLEMAN asked CI#1 when he/she was leaving, and CI#1 replied that he/she was going to be leaving this week. NEEDLEMAN advised CI#1 that he/she would not be able to retrieve the firearms until Friday. NEEDLEMAN stated that he could not release the firearms to the UC because the UC did not have a concealed weapons permit. NEEDLEMAN also told the CI#1 that he (NEEDLEMAN) thought that CI#1 was going to be bringing his/her brother in to complete the transaction. CI#1 advised NEEDLEMAN that he/she would have to come back with his/her cousin. The UC offered to return to pick up the firearms at a later date. NEEDLEMAN then stated to CI#1 and the UC, "When you date it, date it last Thursday." NEEDLEMAN stated that he would show the UC where to date the form. CI#1 asked NEEDLEMAN about a holster and followed NEEDLEMAN into the office area located toward the back of the store. After a few minutes, NEEDLEMAN came out of the office and viewed the ATF Form 4473 completed by the UC. NEEDLEMAN advised the UC that if the UC did not have a middle name to put "NMN" in the space provided for middle name on the ATF Form

4473. NEEDLEMAN then asked the UC if the UC had a social security number. The UC asked NEEDLEMAN if it was needed and NEEDLEMAN answered that it was optional, but wanted to make sure that the UC saw the space on the form. NEEDLEMAN then called CI#1 and the UC into the office located in the back area of the store.

NEEDLEMAN stated that he wanted to look at a calendar, pointing to a large calendar on the wall of the office. NEEDLEMAN then stated, "sign it and date it 2-14, Valentine's Day." NEEDLEMAN showed the UC on the ATF Form 4473 the area where to sign and date the form. The UC signed the ATF Form 4473 on the signature line and wrote

"02/14/08" on the date line. CI#1 showed the UC the holster that was given to him/her by NEEDLEMAN and the UC exited the office, returning to the main area of the store.

CI#1 remained in the office with NEEDLEMAN for a few minutes before returning to the main area of the store, where CI#1 joined the UC. After a few minutes,

NEEDLEMAN came out called CI#1 into the office area where they had another conversation. Shortly thereafter, NEEDLEMAN walked to the area of the cash register and called the UC over to pay for the firearms. The UC joined CI#1 and NEEDLEMAN and gave NEEDLEMAN a large stack of currency. NEEDLEMAN and CI#1 counted out

the currency on the counter next to the cash register. NEEDLEMAN provided the UC with the change and a receipt from the transaction. CI#1 and the UC then walked over to

the other side of the register. CI#1 opened a large box that contained the firearms. CI#1

counted the firearms in the box. CI#1 then paid NEEDLEMAN for the holster and advised NEEDLEMAN that he/she would call him at a later date to discuss the other

firearms. CI#1 and the UC then exited the store with the firearms and departed the area.

23. Following the operation, SA DeVito and SA Rabago debriefed CI#1 regarding the operation. CI#1 stated that at first, NEEDLEMAN did not want to sell the firearms to the UC because he thought CI#1 was going to bring his/her brother or spouse in to make the purchase. CI#1 stated that he/she told NEEDLEMAN that he/she was no longer with his/her spouse and that the UC was going to be the one making the purchases from now on. CI#1 stated that he/she advised NEEDLEMAN that he/she had a felony on his/her record. CI#1 also stated that NEEDLEMAN wanted to make sure that the firearms that were going to be sold were leaving the country. CI#1 stated that he/she assured NEEDLEMAN that the firearms would be leaving the country.

24. On February 22, 2008, SA DeVito received information from CW#2 who wished to speak with law enforcement regarding VICTOR NEEDELMAN and American Range and Gun Shop. CW#2 stated that he/she was present on 2/22/08 when an obvious straw purchase took place with NEEDELMAN and an individual (CI#1) that has done two previous straw purchases with two different individuals (CI#2 and CI#3) filling out the ATF F 4473. CW#2 stated that on February 22, 2008, the same individual came in with a young lady and purchased ten Glocks. CW#2 told SA DeVito that the individual (CI#1) went with NEEDELMAN back into his office and talked to him, and then the individual (CI#1) and the lady went outside and presumably exchanged the money so the lady would pay for the guns. CW#2 that NEEDELMAN knows that his salespeople won't do the sale if the money does not come from the person on the ATF paperwork. CW#2 stated that NEEDELMAN had the young lady fill out the paperwork and backdate the ATF F 4473 to February 14, 2008 so they could take the guns with them

that day. CW#2 stated that the young lady appeared to have no clue as to what was going on and it was obvious the guns were not for her. CW#2 explained that the same individual (CI#1) has been in twice in the past and purchased multiple FN's about two months ago. CW#2 stated that the individual (CI#1) was taking the guns to another country. CW#2 stated that he/she thought that the individual's brother came in with him/her last time.

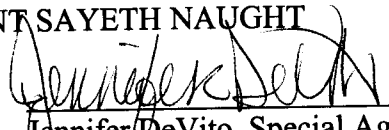
25. On April 2, 2008, SA DeVito met with CW#1 who stated that he/she believes that NEEDELMAN conducts some of the American Range business at his home. CW#1 has observed NEEDELMAN send and receive business emails to and from his home computer, and bring and take business and financial documents in the morning when opening the store and in the evening when closing the store respectively. CW#1 also believes that NEEDELMAN has firearms at his home, personal and possibly guns from the business. CW#1 explained that last week NEEDELMAN made a sale and firearm transfer out of the business. NEEDELMAN sold and transferred a Colt AR-15 rifle to his lawyer at his lawyer's home. CW#1 explained that there are two computer registers that contain all customer information, sales, items sold, etc. There are six computers that all feed into one server and one separate computer that contains the computerized A & D book. NEEDELMAN has only had a computerized A & D book for a few months. The old bound A & D books are in a safe that also contains firearms that have been sold or transferred, change money for the registers, etc. The ATF 4473's are contained in different stacks and file drawers depending on the stage of the sale and the invoices are maintained in the office. A storage closet is located on the second floor of

the business and the CI has observed ten Glock 35's in a cardboard box in the storage closet. The Glock's are presumably those set aside for CI#1's second purchase of the original order of twenty from NEEDELMAN.

26. Your affiant received information that some of the firearms sold by VICTOR NEEDLEMAN to CI#1 were recently recovered in a shootout between rival drug groups in Guatemala in which several people were killed.

27. Based upon the above stated facts, there is probable cause to believe VICTOR NEEDLEMAN has committed violations of Federal law, that is Knowingly and Unlawfully Selling Firearms to a Convicted Felon in violation of Title 18, United States Code, Section 922(d)(1); Aiding and Abetting straw purchases of firearms in violation of Title 18, United States Code, Sections 922(a)(6) and 924(a)(1)(a); Knowingly Making False Statements in Records Required to be Maintained by a Licensed Dealer in violation of Title 18, United States Code, Section 924(a)(3)(A); and Making False Entries in Records of Licensed Firearms Dealers in violation of Title 18, United States Code, Section 922(m).

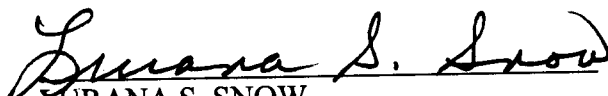
FURTHER YOUR AFFIANT SAYETH NAUGHT



Jennifer DeVito, Special Agent.

Bureau of Alcohol, Tobacco, Firearms and Explosives

Subscribed to and sworn before me on this 9th day of April, 2008.



LURANA S. SNOW
UNITED STATES MAGISTRATE JUDGE