

PHOTOCOPY
PRESERVATION

AGREEMENT

Preamble

The manufacturer parties to the Agreement and the Department of the Treasury, the Department of Housing and Urban Development, and the undersigned state, city and county parties to the Agreement enter into this Agreement to reduce the criminal misuse of firearms, combat the illegal acquisition, possession and trafficking of firearms, reduce the incidence of firearms accidents, and educate the public on the safe handling and storage of firearms. Furthermore, the manufacturer parties to the Agreement enter into this Agreement as a continuation of their efforts to make their firearms as safe as practicable for their customers and the public. Accordingly, in consideration of the commitments set forth below:

1. The undersigned state, city, and county parties to the Agreement dismiss the manufacturer parties to the Agreement with prejudice from the lawsuits specified in Appendix A subject to any consent orders entered pursuant to paragraph VIII; and
2. The undersigned state, city and federal parties to the Agreement agree to refrain from filing suit against the manufacturer parties to the Agreement on an equivalent cause of action.

The parties agree that this Agreement constitutes the full and complete settlement of any and all claims that were raised or could have been raised in the subject litigation. The parties agree further that this Agreement does not constitute an admission of any violation of law, rule or regulation by the manufacturer parties to the Agreement, or any of their employees. Nothing in this Agreement shall be construed to be an admission of liability. The adoption of standards for firearms design and distribution in this Agreement shall not be construed as an admission by the manufacturer parties to the Agreement that practices they engaged in prior to the execution of this Agreement were negligent.

I. Safety and design.

A. Each firearm make and model sold by each manufacturer party to this Agreement shall be tested by ATF or an agreed upon proofing entity against the following standards. Existing makes and models shall meet these standards within 60 days of execution of this Agreement unless a longer period is specified in the standard. New makes and models shall not be manufactured and sold after the execution of this Agreement unless they conform to these standards.

1. Standards applicable to all handguns:

- a. **Second "hidden" serial number.** The gun must have both a visible serial number on the exterior of the frame or receiver, as well as a second serial number hidden on the interior of frame or receiver (e.g., under the grips) or visible only with the aid of an optical instrument.
- b. **External locking device.** As an interim measure, until the implementation of I.A.1.c, within 60 days of execution of the Agreement, each firearm shall be supplied with an external locking device that effectively prevents the operation of the firearm when locked.
- c. **Internal locking device.** Within 24 months of execution of the Agreement, each firearm shall have a built-in, on-board locking system, by which the firearm can only be operated with a key or combination or other mechanism unique to that gun.
- d. **Authorized user technology.** The manufacturer parties to this Agreement shall each commit two percent of annual firearms sales revenues to the development of a technology that recognizes only authorized users and permits a gun to be used only by authorized persons. Within 36 months of the date of execution of this Agreement, this technology shall be incorporated in all new firearm

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designs, with the exception of curios and collectors' firearms. This requirement does not apply to existing designs currently in production.

If the eight firearms manufacturers and/or importers with the largest United States firearms sales volume agree to incorporate authorized user technology in all firearms, the manufacturer parties to this Agreement will incorporate authorized user technology in all firearms.

- e. **Child safety.** Within 12 months of execution of the Agreement, each firearm shall be designed so that it cannot be readily operated by a child under the age of 6. Such mechanisms include: making the trigger pull resistance at least ten pounds in the double action mode; or designing the firing mechanism so that an average five year old's hands would be too small to operate the gun; or requiring multiple, sequenced actions in order to fire the gun.
- f. **Minimum barrel length.** Each firearm make and model must have a barrel length of at least 3", unless it has an average group diameter test result of 1.7" or less at seven yards, 3.9" or less at 14 yards, and 6.3" or less at 21 yards. The average group diameter test result is the arithmetic mean of the results of three separate trials, each performed on a different sample firearm of the make and model at issue. For each trial, the firearm shall fire five rounds at a target from the specified distance and the largest spread in inches between the center of any of the holes made in a test target shall be the result of the trial.
- g. **Performance test:** A sample of each firearm make and model will be test-fired with "proof cartridges" (cartridges loaded to generate excess pressure as set forth in accepted specifications for proof cartridges) to ensure the integrity of the material. At least one cartridge shall be fired from each chamber. Following this test firing, the firearm will be examined for hairline cracks or other signs of material failure and

will pass this test only if there are no hairline cracks or other signs of material failure. Each firearm make and model shall also pass the following performance test: the gun shall fire 600 rounds, stopping only every 100 rounds to tighten any loose screws and to clean the gun (if required by the cleaning schedule recommended in the manual), or as needed to refill the empty magazine or cylinder to capacity before continuing. For any gun that loads other than with a detachable magazine, the tester shall pause every 50 rounds for ten minutes. The tester shall use the ammunition recommended in the user's manual, or if none is recommended, any standard ammunition of the correct caliber in new condition. A gun shall pass this test if it fires the first 20 rounds without a malfunction and the full 600 rounds with no more than 6 malfunctions and without any crack or breakage of an operating part of the gun that increases the danger of injury. Malfunctions caused by failure to clean and lubricate, or by defective ammunition, shall not be counted.

- h. **Drop test.** Pass the more rigorous of: (a) the SAAMI Standard drop test in effect on the date the firearm is sold; or (b) the following test: The gun shall be test-loaded, set such that it is ready to fire and dropped onto a steel plate or equivalent material of similar hardness from a height of one meter from each of the following positions: (1) normal firing position; (2) upside down; (3) on the grip; (4) on the muzzle; (5) on either side; and (6) on the exposed hammer or striker (or, if no exposed hammer or striker, on the rearmost part of the gun). If the gun is so designed so that its hammer or striker may be set in other positions, it shall be tested with the hammer or striker in each such position (but otherwise ready to fire).

2. Additional standards for pistols:

- a. **Safety device.** The pistol must have a positive manually operated safety device as determined by standards relating to imported guns promulgated by ATF .

- b. **Minimum length and height standards.** The pistol's combined length and height must not be less than 10" with the height being at least 4" and the length being at least 6", unless it has an average group diameter test result of 1.7" or less at seven yards, 3.9" or less at 14 yards, and 6.3" or less at 21 yards. The average group diameter test result is the arithmetic mean of the results of three separate trials, each performed on a different sample firearm of the make and model at issue. For each trial, the firearm shall fire five rounds at a target from the specified distance and the largest spread in inches between the center of any of the holes made in a test target shall be the result of the trial.
- c. **Magazine disconnecter.** Within 12 months of execution of the Agreement, each pistol shall have a magazine disconnecter available for those customers who desire the feature.
- d. **Chamber load indicator.** Within 12 months of the execution of the Agreement, each pistol shall have a chamber load indicator painted in a prominent, contrasting color or a feature that allows the operator physically to see the round in the chamber.
- e. **Large capacity magazines.** No pistol make or model designed after January 1, 2000 shall be able to accept magazines manufactured prior to September 14, 1994, with a greater than 10 round capacity, and such models shall not be capable of being easily modified to accept such magazines. Nor shall ammunition magazines that are able to accept more than 10 rounds be sold by the manufacturer parties to this Agreement or their authorized dealers and distributors. See Part II.A.1.h, below.
- f. **Additional safety features.** Each pistol must have a firing pin block or lock.

3. **Additional standard for revolvers.** Each revolver make and model must pass a safety test. Each make and model must have a safety feature which automatically (for a double action revolver) or by manual operation (for a single action revolver) causes the hammer to retract to a point where the firing pin does not rest upon the primer of the cartridge. The safety device must withstand the impact of a weight equal to the weight of the revolver dropping from a distance of 1 meter in a line parallel to the barrel upon the rear of the hammer spur, a total of 5 times.

B. Law enforcement and military exception. An exception to a requirement of paragraph A may be granted for firearms manufactured or imported for sale to a law enforcement agency or the military if the law enforcement agency or military organization certifies to the manufacturer party to this Agreement that the exception is necessary for official purposes. Where a law enforcement agency authorizes or requires its officers to purchase firearms individually for official use, an appropriate certification from the agency will be permitted to apply to sales to a number of individual officers. The manufacturer party to this Agreement shall maintain the certification in its records and provide a copy to the Oversight Commission. Firearms sold to law enforcement or the military pursuant to this exception, which do not comply with the design standards of this Agreement, will be accompanied by a statement:

1. "On [date], [manufacturer parties to this Agreement] and [governmental parties to this Agreement] entered into an Agreement establishing certain design standards for firearms sold to civilians. Pursuant to that Agreement, we are obliged to inform you that this firearm does not comply with all of the design standards of the Agreement. We are further obliged to request that you not resell this firearm to civilians. This statement is not intended to suggest that there are any design flaws with this firearm, and you remain entitled to dispose of it in any lawful manner."

- C. Warnings about safe storage and handling.** Within 6 months of execution of this Agreement, manufacturer parties to this Agreement shall include in the packaging of each firearm sold a warning on risk of firearms in the home and proper home storage. At a minimum, these warnings shall state in 14 point type, bold face:

“This handgun is not equipped with a device that fully blocks use by unauthorized users. More than 200,000 firearms like this one are stolen from their owners every year in the United States. In addition, there are more than a thousand suicides each year by younger children and teenagers who get access to firearms. Hundreds more die from accidental discharge. It is likely that many more children sustain serious wounds, or inflict such wounds accidentally on others. In order to limit the chance of such misuse, it is imperative that you keep this weapon locked in a secure place and take other steps necessary to limit the possibility of theft or accident. Failure to take reasonable preventative steps may result in innocent lives being lost, and in some circumstances may result in your liability for these deaths.”

- D. Illegal firearms.** The manufacturer parties to this Agreement shall not sell firearms that can be readily converted to an illegal firearm, that is, a weapon designed in a manner so that with few additional parts and/or minimal modifications an owner can convert the firearm to an illegal fully automatic weapon; nor shall the firearms be designed so that they are resistant to fingerprints.

II. Sales and distribution.

In addition to complying with specific terms, the manufacturer parties to this Agreement will agree for themselves and as part of any distribution or agency agreement that they, and their authorized distributors and authorized dealers, including franchisees, shall commit to a standard of conduct to make every effort to eliminate sales of firearms that might lead to illegal firearm possession and/or misuse by criminals, unauthorized juveniles, and other prohibited persons ("suspect firearms sales"). Suspect firearm sales include sales made to straw

purchasers, multiple sales of handguns without reasonable explanation (excluding sales to FFLs), and sales made to any purchaser without a completed background check.

As specified in Part II.A.2 below, the manufacturer parties to this Agreement will take action against dealers and distributors that violate these requirements if the manufacturers receive actual notice of such a violation.

A. Authorized distributors and dealers.

1. The manufacturer parties to this Agreement may sell only to authorized distributors and authorized dealers. In order to qualify to become an authorized distributor or authorized dealer, the distributor or dealer must agree in writing to:
 - a. Possess a valid and current federal firearms license, and all other licenses and permits required by local, state or federal law, and certify on an annual basis, under penalty of perjury, compliance with all local, state and federal firearms laws.
 - b. Execute in the presence of the purchaser the following elements of all firearms transactions at the premises listed on its federal firearms license: completion of the forms and related requirements under the Brady Act and the Gun Control Act and physical transfer of the firearm.
 - c. Where available, carry insurance coverage against liability for damage to property and for injury to or death of any person as a result of the sale, lease, or transfer of a firearm in amounts appropriate to its level of sales, but at a minimum no less than \$1 million for each incident of damage, injury or death.
 - d. Make no sales at gun shows unless all sales by any seller at the gun show are conducted only upon completion of a background check.

- e. Within 24 months of the date of execution of this Agreement, maintain an inventory tracking plan for the products of the manufacturer parties to this Agreement that includes at a minimum the following elements:
 - (1) Electronic recording of the make, model, caliber or gauge, and serial number of all firearms that are acquired no later than one business day after their acquisition and electronic recording of their disposition no later than one business day after their disposition. Monthly backups of these records shall be maintained in a secure container designed to prevent loss by fire, theft, or other mishap.
 - (2) All firearms acquired but not yet disposed of must be accounted for through an electronic inventory check prepared once each month and maintained in a secure location.
 - (3) For authorized dealers and franchisees, all ATF Form 4473 firearm transaction records shall be retained on the dealer's business premises in a secure container designed to prevent loss by fire, theft, or other mishap.
 - (4) If an audit of a distributor's or dealer's inventory reveals any firearms not accounted for, the distributor or dealer shall be subject to sanctions, including termination as an authorized distributor or dealer.
- f. Implement a security plan for securing firearms, including firearms in shipment. The plan must satisfy at least the following requirements:
 - (1) Display cases shall be locked at all times except when removing a single firearm to show a customer, and customers shall handle firearms only under the direct supervision of an employee;

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- (2) All firearms shall be secured, other than during business hours, in a locked fireproof safe or vault in the licensee's business premises or in another secure and locked area; and
- (3) Ammunition shall be stored separately from the firearms and out of reach of the customers.
- g. Require persons under 18 years of age to be accompanied by a parent or guardian when they are in portions of the premises where firearms or ammunition are stocked or sold.
- h. Not sell ammunition magazines that are able to accept more than 10 rounds regardless of the date of manufacture, not sell any semi-automatic assault weapon as defined in 18 U.S.C. 921(a)(30) regardless of the date of manufacture, provide safety locks and warnings with firearms, as specified in Section I above, and sell only firearms that comport with the design criteria of this Agreement.
- i. Provide law enforcement, government regulators conducting compliance inspections, and the Oversight Commission, for purposes of determining compliance with conditions imposed as a result of this Agreement, or for any other authorized purpose, full access to any documents related to the acquisition and disposition of firearms deemed necessary by one of those parties.
- j. Participate in and comply with all monitoring of firearms distribution by manufacturers, ATF or law enforcement.
- k. Maintain an electronic record of all trace requests initiated by ATF, and report those trace requests by make, model and serial number of firearm, date of trace, and date of sale to the manufacturer of the firearm on a monthly basis, unless ATF, for investigative reasons, directs the licensee not to report certain traces.

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- l. Agree to cooperate fully in the oversight mechanism established in Section III of this Agreement, including providing access to all necessary documents, and to be subject to the jurisdiction of the court enforcing this Agreement.

- m. Require all employees to attend annual training developed by manufacturers in consultation with ATF and approved by the Oversight Commission. The training shall cover at a minimum: the law governing firearms transfers by licensees and individuals; how to recognize straw purchasers and other attempts to purchase firearms illegally; how to recognize indicators that firearms may be diverted for later sale or transfer to those not legally entitled to purchase them; how to respond to those attempts; and the safe handling and storage of firearms. New employees will receive training on the above topics, based on materials developed for the annual training, before handling or selling firearms and shall attend annual training thereafter. Such training may be delivered by electronic medium. Within 12 months of the date of execution of this Agreement and annually thereafter, the manufacturer parties to this Agreement will obtain from all authorized dealers and distributors certifications that such training has been completed, with a list of the names of all trained employees.

- n. Require all employees to pass a comprehensive written exam, which shall be developed by the manufacturers in consultation with ATF and approved by the Oversight Commission, on the material covered in the training before being allowed to sell or handle firearms. Any employee who fails to pass the exam shall be prohibited from selling or handling firearms on behalf of the distributor or dealer. The annual certification discussed in II.A.1.m, above, will include certification that all employees have passed the exam. .

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- o. Not complete any transfer of a firearm prior to receiving notice from the NICS that the transferee is not a prohibited person under the Gun Control Act.
- p. Verify the validity of a licensee's federal firearms license against an ATF database before transferring a firearm to that licensee.
- q. Forgo any transfer of a firearm to a licensee if the dealer or distributor knows the licensee to be under indictment for violations of the Gun Control Act or any violent felony or serious drug offense as defined in 18 U.S.C. § 924(e)(2).
- r. Transfer firearms only:
 - (1) To individuals who have demonstrated that they can safely handle and store firearms through completion of a certified firearms safety training course or by having passed a certified firearms safety examination.
 - (2) After demonstrating to the purchaser how to load, unload, and safely store the firearm, and how to engage and disengage all safety devices on the firearm.
 - (3) After providing the purchaser with a copy of the ATF Disposition of Firearms Notice.
 - (4) After obtaining the purchaser's signature on a form certifying that the purchaser has received the instruction described in subparagraph (2) and the notice described in subparagraph (3) and maintaining that form in its files.
 - (5) After providing the purchaser with a written record of the make, model, caliber or gauge, and serial number of each firearm transferred to enable the purchaser to accurately describe the

firearm to law enforcement in the event that it is subsequently lost or stolen.

2. The manufacturer parties to the Agreement shall incorporate into any distribution or agency agreement with their authorized distributors and authorized dealers, including franchisees, procedures for terminating distributors, dealers or franchisees that engage in conduct in violation of this Agreement. Distributors and dealers shall agree to this enforcement system as a condition of becoming authorized. The manufacturer parties to this Agreement shall require annual certification by their authorized dealers and distributors that they are in compliance with the requirements in II.A.1(a-r) of this Agreement and applicable provisions of B. and C., below. If the manufacturer parties to this Agreement receive actual notice of a violation of the Agreement through their course of dealing with their authorized dealers and distributors, from ATF, state or local law enforcement, the Oversight Commission, another dealer or distributor, a customer or other credible source, the manufacturer parties to this Agreement will either immediately terminate sales to the dealer or distributor in violation or take the following actions. The manufacturer(s) that have authorized the dealer or distributor to sell its/their firearms will, individually or collectively, notify the dealer or distributor within seven (7) business days of learning of such violation and inform the dealer or distributor of the breach and request information regarding the breach. The distributor or dealer will then have fifteen (15) days to provide the manufacturer(s) with the requested information. If the manufacturer(s) determine that the dealer or distributor is in violation of this section of the Agreement, the manufacturer(s) will provide no further product to the distributor or dealer until the manufacturer(s) determine that the distributor or dealer is in compliance with the Agreement.

The manufacturer(s) shall inform the Oversight Commission and ATF of its/their notifications and decisions and provide them with the information provided by the dealer or distributor. If the Oversight

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Commission determines that suspension or termination of the dealer or distributor is warranted, and the manufacturer(s) did not take this action, the Oversight Commission shall direct the manufacturer(s) to do so.

B. Authorized distributors - additional provision.

Authorized distributors must agree to sell the manufacturer's products only to other authorized distributors or authorized dealers or directly to government purchasers.

C. Authorized dealers -- additional provisions.

In addition to the requirements in section II(A)(1), authorized dealers must agree:

1. Not to sell any of the manufacturers' products to any federal firearms licensee that is not an authorized distributor or authorized dealer of that manufacturer.
2. Not to engage in sales that the dealer knows or has reason to know are being made to straw purchasers.
3. To adhere to the following procedure for multiple handgun sales. If a purchaser wants to purchase more than one handgun, the purchaser may take from the dealer only one handgun on the day of sale. The dealer at that point will file a Multiple Sales Report with ATF. The purchaser may take the additional handguns from the dealer 14 days thereafter. This provision shall not apply to sales to qualified private security companies licensed to do business within the State where the transfer occurs for use by the company in its security operations.

D. Manufacturers.

Each manufacturer must:

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1. Provide quarterly reports of its own sales data and downstream sales data, with the volume of sales by make, model, caliber and gauge, to ATF's National Tracing Center.
2. Not market any firearm in a way that would make the firearm particularly appealing to juveniles or criminals, such as advertising a firearm as "fingerprint resistant."
3. Refrain from selling any modified or sporterized semi-automatic assault pistol of a type that cannot be imported into the United States.
4. Reaffirm their longstanding policy and practice of not placing advertisements in the vicinity of schools, high crime zones, or public housing.
5. Verify the validity of a license against an ATF database before transferring a firearm to any licensee.
6. Forgo any transfer of a firearm to a licensee if the manufacturer knows the licensee to be under indictment violations of the Gun Control Act or any violent felony or serious drug offense as defined in 18 U.S.C. § 924(e)(2).
7. Implement a security plan for securing firearms, including firearms in shipment. The plan will include the following elements.
 - a. Employee and visitor movement into and out of the manufacturer's facility will be only through designated security control points, and visitors will be admitted only after positive identification and confirmation of the validity of the visit. Employees and visitors will pass through a metal detector before leaving .
 - b. All areas where firearms are assembled and stored will be designated as restricted areas. Access will be authorized only for those

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employees whose work requires them to enter these areas or for escorted visitors. Protective barriers will be installed in restricted areas to deny or impede unauthorized access.

- c. Each facility or area where firearms, ammunition, or components are stored will be provided with a system to detect unauthorized entry.
 - d. If firearms are shipped in cartons, the cartons will bear no identifying marks or words. The manufacturer parties to this Agreement will use only very strong cartons to protect against concealed pilferage in truck shipments, and large cartons will be secured with steel strapping in two directions. The manufacturer parties to this Agreement will use only carriers and freight forwarders that warrant in writing that they conduct criminal background checks on delivery personnel and report all thefts or losses of firearms to ATF within 48 hours of learning of the theft or loss. The manufacturer parties to this Agreement will inspect carriers' and forwarders' local facilities periodically.
8. Encourage its authorized dealers and distributors to consent to up to three unannounced ATF compliance inspections each year.

E. Corporate responsibility.

If ATF or the Oversight Commission informs the manufacturer parties to this Agreement that a disproportionate number of crime guns have been traced to a dealer or distributor within three years of the gun's sale, the manufacturer(s) that have authorized the dealer or distributor to sell guns will either immediately terminate sales to the dealer or distributor or take the following actions. The manufacturers will, individually or collectively, notify the dealer or distributor of the disproportionate number within seven (7) days and demand an explanation and proposal to avoid a disproportionate number of traces in the future. The dealer or distributor will have fifteen (15) days to provide the explanation and proposal. If the

manufacturer(s) determine that the explanation and proposal are not satisfactory, the manufacturer(s) will terminate supplies to the dealer or distributor. If the manufacturer(s) determine that the explanation and proposal are satisfactory, the manufacturer will continue supplies, but will closely monitor traces to the dealer or distributor in question. If disproportionate traces continue, the manufacturer(s) will terminate supplies to the dealer or distributor.

The manufacturer(s) shall inform the Oversight Commission and ATF of its/their notifications and decisions and provide them with the information provided by the dealer or distributor. If the Oversight Commission determines that suspension or termination of the dealer or distributor is warranted, and the manufacturer(s) did not take this action, the Oversight Commission shall direct the manufacturer(s) to do so.

Disproportionate number of crime guns: Upon execution of this Agreement, the Oversight Commission will convene to determine a formula to identify what constitutes a disproportionate number of crime guns. In determining the formula, the Oversight Commission shall consider the available data and establish procedures to ensure that the relevant data is obtained. This provision will not take effect until the Oversight Commission sets the formula and a mechanism for its implementation.

III. Oversight

A. Oversight Commission.

1. **Composition.** An Oversight Commission comprised of five members shall be formed. The Commission members shall serve five-year terms except for first terms as noted and shall be appointed as follows:
 - a. Two members by the city and county parties to the Agreement. First appointees to serve two- and three-year terms, respectively.

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- b. One by the State parties to the Agreement. First appointee to serve a three-year term.
 - c. One member by the manufacturer parties to the Agreement. First appointee to serve a four-year term.
 - d. One selected by ATF. First appointee to serve a five-year term.
2. **Authority.** -- The Oversight Commission, which will operate by majority vote, will be empowered to oversee the implementation of this Agreement. Its authorities will include but not be limited to the authority to (1) review the findings of ATF or the proofing entity that will oversee the design and safety requirements of Part I of this Agreement, (2) maintain records of firearms sold pursuant to the law enforcement exception, as set forth in Part I.B of this Agreement, (3) review the safety training materials and test set forth in Parts II.A.1.m-n of this Agreement, and (4) participate in the oversight of the distribution and sales provisions established in Part II of this Agreement, as set forth in Parts II.A.2 and II.E.

The Oversight Commission shall have a staff, which will be entitled to inspect participating manufacturers and their authorized dealers and distributors to ensure compliance with the Agreement. The costs of the Commission shall be funded by the parties to the Agreement. Each manufacturer party to this Agreement will pay no more than \$25,000 annually.

- B. **Role of ATF.** -- ATF will continue to issue, regulate and inspect federal firearms licensees, collect multiple sales forms, conduct firearms traces, investigate firearms traffickers and straw purchasers, enforce the Gun Control Act and the National Firearms Act and fulfill its other statutory responsibilities. To the extent consistent with law and the effective accomplishment of its law enforcement responsibilities, ATF will work with the manufacturer parties to the Agreement and the Oversight Commission to

assist them in meeting their obligations under the Agreement. In particular, to the extent that ATF uncovers violations of the following provisions in its inspections or other contacts with federal firearms licensees, it will inform the Oversight Commission: II(A)(1)(a), (b), (e), (h), (i), (j), (k), (o), (p), and (q), (C)(2) and (D)(1) and (5). Nothing in this paragraph shall diminish the obligation of the manufacturer parties to this Agreement to make reasonable efforts to identify noncompliance and respond to notifications of violations from parties other than ATF.

C. Manufacturer cooperation.

1. Each manufacturer shall designate an executive level manager to serve as a compliance officer and shall provide the compliance officer with sufficient resources and staff to fulfill the officer's responsibilities under this agreement.
2. The compliance officer shall be responsible for
 - a. Ensuring that the manufacturer fulfills its obligations under this agreement;
 - b. Training the manufacturer's officers and employees on the obligations imposed by this agreement; and
 - c. Serving as the liaison to the Oversight Commission.
3. Each manufacturer shall commit to full cooperation in the implementation and enforcement of this Agreement.

IV. Cooperation with Law Enforcement.

- A. The manufacturer parties to this Agreement reaffirm their commitment to cooperate fully with law enforcement and regulators to eliminate illegal firearms sales and possession.

- B. Within six (6) months of the effective date of this Agreement, if technologically available, the manufacturer parties to this Agreement shall fire each firearm before sale and enter the digital image of its casing along with the weapon's serial number into a system compatible with the National Integrated Ballistics Identification Network system. The digital image shall be made available electronically to ATF's National Tracing Center.
- C. Manufacturers shall participate in ATF's Access 2000 program to facilitate electronic linkage to their inventory system to allow for rapid responses to ATF's firearms trace requests.

V. Legislation.

The parties to this Agreement will work together to support legislative efforts to reduce firearms misuse and the development of authorized user technology.

VI. Education trust fund.

Upon resolution of the current lawsuits brought by cities, counties, or States, the manufacturer parties to this Agreement shall dedicate one percent of annual firearms revenues to a trust fund to implement a public service campaign to inform the public about the risk of firearms misuse, safe storage, and the need to dispose of firearms responsibly.

VII. Most favored entity.

If the manufacturer parties to this Agreement enter into an agreement with any other entity wherein they commit to institute design or distribution reforms that are more expansive than any of the above-enumerated items, such reforms will become a part of this Agreement as well.

In addition, if firearms manufacturers that are not party to this Agreement agree to design or distribution reforms that are more expansive than any of

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the above-enumerated items, and if the manufacturers who are party to the other agreement(s) with more expansive terms, in combination with the manufacturer parties to this Agreement, account for fifty percent or more of United States handgun sales, manufacturer parties to this Agreement will agree to abide by the same design and distribution measures.

VIII. Enforcement.

The Agreement will be entered and is enforceable as a Court order and as a contract.

Dated this ____ day of March, 2000.

Approved and Authorized by:

Manufacturer parties to this Agreement:

Smith & Wesson

Governmental parties to this Agreement:

Department of the Treasury

Department of Housing and Urban Development

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State parties to this Agreement:

State of New York

State of Connecticut

City and County parties to this Agreement:

City of Atlanta, Georgia

City of Berkeley, California

City of Bridgeport, Connecticut

City of Camden, New Jersey

City of Detroit, Michigan

City of Gary, Indiana

City of Inglewood, California

City of Los Angeles, California

County of Miami-Dade, Florida

City of San Francisco, California

City of St. Louis, Missouri

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Karin Kullman

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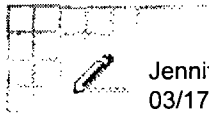
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To: Eric P. Liu/OPD/EOP@EOP

cc:

Subject: HUD RELEASE: Breakthrough Gun Agreement - text and attached

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Jennifer M. Palmieri
03/17/2000 12:56:13 PM

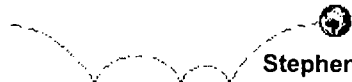
Record Type: Record

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Stephen N. Boyd
03/17/2000 12:35:44 PM

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Department of Housing and Urban Development – Andrew Cuomo, Secretary
Department of the Treasury – Lawrence H. Summers, Secretary

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FOR RELEASE
Noon Friday
March 17, 2000

CLINTON ADMINISTRATION AND STATE AND LOCAL GOVERNMENTS REACH BREAKTHROUGH GUN SAFETY AGREEMENT WITH SMITH & WESSON

WASHINGTON – The Clinton Administration and state and local governments today reached a breakthrough agreement with America's largest gun manufacturer – Smith & Wesson – under which the company agrees to make major changes in the design, distribution and marketing of guns to make them safer and to help keep them out of the hands of children and criminals.

The agreement requires Smith & Wesson to: 1) Install mandatory gun locks and other child-safety devices on all guns. 2) Introduce "smart gun" technology in all newly designed handguns. 3) Bar gun sales – including gun show sales – without a background check of the buyer. 4) Limit multiple handgun sales.

The agreement was signed for the Clinton Administration by Housing and Urban Development Secretary Andrew Cuomo and Treasury Secretary Lawrence H. Summers. Deputy Treasury Secretary Stuart Eizenstat and Deputy Attorney General Eric Holder participated in the announcement of the signing.

In addition, the agreement was signed by New York Attorney General Eliot Spitzer and Connecticut Attorney General Richard Blumenthal on behalf of their states.

Representatives of cities and counties that have filed lawsuits against gun manufacturers also approved the agreement, pledging to drop their lawsuits against Smith & Wesson in exchange for the company's landmark reforms. Cities and counties initially signing the agreement were: Miami-Dade County, FL; Los Angeles, Inglewood, San Francisco and Berkeley in California; Bridgeport, CT; Atlanta, GA; Camden, NJ; St. Louis, MO; Detroit, MI; and Gary, IN. More could sign in the future.

Smith & Wesson President and CEO L.E. Shultz signed the agreement for the company.

The U.S. government will require any additional gun manufacturers joining in the agreement to meet all the requirements set for Smith & Wesson, with the possibility of some additional concessions.

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The agreement is the product of negotiations between HUD, the Treasury Department and local governments with Smith & Wesson that were designed to settle lawsuits already filed against Smith & Wesson and to make new ones unnecessary.

“This is a historic agreement that will save lives,” Secretary Cuomo said. “Smith & Wesson has acted responsibly and in the best interests of the American people by agreeing to adopt common-sense measures to reduce gun violence across the country.”

“As a result of this breakthrough agreement, fewer parents will have to bury their children,” Secretary Summers said. “The agreement is a great example of the public and private sectors coming together to move the country forward on what is our most critical public safety issue.”

The agreement is designed to reduce the toll of gun violence, which each year claims more than 30,000 lives and injures another 100,000 people in crimes, accidents and suicides around the United States.

A commission made up of two representatives from local governments, one from states, one from Smith & Wesson and one selected by the U.S. Bureau of Alcohol, Tobacco and Firearms will oversee the agreement.

The Oversight Commission will have the power to notify Smith & Wesson of any gun dealer violations. This notification will trigger penalties against gun dealers by Smith & Wesson and the Commission that could include barring dealers from selling Smith & Wesson products. Smith & Wesson will also take action, including suspension or termination, against dealers responsible for a disproportionate number of crime gun traces. This provision is designed to focus industry attention on the relatively small number of current dealers that are the source of many guns used in crimes. An estimated 57 percent of guns used in crimes are sold by just 1.2 percent of dealers.

Under the agreement, all guns must have child safety devices, include internal locks, hidden serial numbers and pass stringent performance tests.

Smith & Wesson will also devote 2 percent of revenues to develop “smart gun” technology and will equip all newly designed guns with such technology within three years. “Smart guns” can only be fired by an authorized person, making them useless in the hands of thieves or children who could get hold of guns.

Other provisions of the agreement, which apply to Smith & Wesson and its dealers include requirements that:

- No sales can be made until the buyer passes a background check.

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- Guns cannot be marketed to appeal to children or criminals.
- No sales can be made at a gun show unless background checks are performed for all sales.
- A purchaser can take home only one gun at the time of purchase and must wait two weeks to pick up additional guns. This is designed to prevent illegal traffickers from buying large quantities of guns.
- Within six months, packaging of new guns must include a warning on the risk of having a firearm in the home and suggestions for safe storage.
- Gun stores must have a security plan and guns and bullets must be kept locked and separated.
- Gun dealer employees must complete annual training and pass an exam.
- Distributors can only sell to other distributors or dealers that agree to abide by the agreement.
- Smith & Wesson agrees to work with the Bureau of Alcohol, Tobacco and Firearms (ATF) to establish a system for firing each gun it makes and entering digital images of the casings into the National Integrated Ballistics Identification (NIBIN) system and accessible by ATF. This will make it easier for law enforcement to trace bullet casings used in crimes back to the guns that fired them.
- Establishment of a trust fund by Smith & Wesson to implement a public service campaign to inform people about the risk of firearms in the home, proper home storage, the importance of proper disposal and need to reduce gun violence.

Guns manufactured and sold to the military and law enforcement agencies will be granted an exception to the safety features mandated by the new agreement, if the military or law enforcement agencies certify the need.

HUD and the Treasury Department entered the negotiations with Smith & Wesson after President Clinton said his Administration could support a class action lawsuit by the nation's 3,200 public housing authorities that would be designed to reduce gun violence in public housing and nearby areas. About 3 million low-income people live in public housing.

Cuomo said months ago that HUD would seek to help negotiate a settlement to achieve the objectives of such a lawsuit.

Gun violence is a major problem in the nation's public housing developments, which are often located in neighborhoods with the highest crime rate in a community. In the nation's 100 largest public housing authorities alone, there are an estimated 10,000 gun crimes each year and an average of more than one murder per day by gunfire.

Other parts of the Clinton Administration's gun safety agenda include:

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- A \$280 million national firearms enforcement initiative that is part of the President's proposed budget. The initiative would hire 500 new ATF agents and inspectors to target gun criminals, hire more than 1,000 prosecutors at all levels of government, fund expanded crime gun tracing and ballistics imaging systems to catch more gun criminals, fund local media campaigns to discourage gun violence, and expand the development of "smart gun" technologies.
- A \$30 million Community Gun Safety and Violence Reduction Initiative that President Clinton proposed in his Fiscal Year 2001 Budget. The initiative, which would be administered by HUD, would fund computerized mapping of gun violence to help law enforcement agencies better protect the public, education and outreach programs to promote responsible safety measures by gun owners, and innovative community activities to reduce both gun crimes and accidents. If Congress approves funding for the initiative, local governments, law enforcement agencies, public housing authorities, community organizations, and other groups would be eligible to compete for HUD grants to support gun violence reduction activities in the communities the Department serves.
- Gun buyback programs around the nation funded by HUD. So far this year nearly \$2.6 million in HUD funds have been awarded for buybacks of about 50,000 guns in 80 cities.

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elizabeth.weaver@do.treas.gov
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"John C. Biechman" <John_C._Biechman@HUD.GOV>
"Douglas S. Kantor" <Douglas_S._Kantor@HUD.GOV>
"Jacquie M. Lawing" <Jacquie_M._Lawing@HUD.GOV>
"Howard B. Glaser" <Howard_B._Glaser@HUD.GOV>

Message Sent To:

Jennifer M. Palmieri/WHO/EOP@EOP
Jenni R. Engebretsen/WHO/EOP@EOP
Barry J. Toiv/WHO/EOP@EOP
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Jennifer H. Smith/WHO/EOP@EOP
Christopher S. Bender/WHO/EOP@EOP
Stephanie A. Cutter/WHO/EOP@EOP
Denver R. Peacock/WHO/EOP@EOP

CRIME
SLOW DOWN

Phone Call to Ed Shultz

March 3, 2000

- I understand that you had an extremely productive discussion yesterday with Max Stier. As I understand it, I believe we have the elements needed to reach a quick deal that represents a major achievement for both of us. In particular, I understand that you were able to reach agreement on several key provisions that had been sticking points:
 - *Internal locks.* You agreed to include internal locks on all guns within two years [a compromise from one year proposal]
 - *Smart guns.* You agreed (1) to commit to the development of authorized user technology, (2) to agree that, within a set number of years, an independent body would assess whether this technology was feasible for all guns, and (3) if the independent body determined that it was feasible, to include the technology on all guns within a set number of years. Internal locks and authorized user technology are two important design commitments, and we appear to be close to agreement on a number of others.
 - *Corporate responsibility.* You agreed that you would set up a system to impose sanctions on Smith and Wesson authorized dealers or distributors that have a disproportionate number of crime guns traced to them. This system would give the dealer or distributor an opportunity to explain the disproportionate number and to submit proposals to correct the problem, but would include termination as a sanction for dealers who fail to solve the problem.

More generally, I understand that your lawyers have agreed to the general point that you will impose certain requirements on your authorized dealers and distributors relating to the safe storage and distribution of guns and cooperation with law enforcement, and that you will impose sanctions, including termination, on dealers or distributors who fail to meet those requirements.

- I understand that you do not have the resources to comprehensively inspect your authorized dealers and distributors to ensure compliance, but that you are willing to take action against violations that come to your attention. With this commitment from you, I believe that we can design a monitoring system to ensure that there is adequate compliance oversight and that a sufficient number of violations come to your attention for action. ATF can play an important role in this monitoring system, but it is limited by statute as to the scope of monitoring it can perform, and we will need to figure out a way to incorporate additional oversight.
- I also understand that, while you are willing to impose requirements on your dealers and distributors, you want to ensure that these requirements are commercially feasible. I believe that we can design the requirements so that they are commercially feasible. Of course, measures to control the distribution chain to prevent criminal access to guns will have some costs that dealers and distributors will need to bear.

- Our resolution of these sticking points—internal locks, authorized user technology, and oversight over dealers—is a major accomplishment that is key to finalizing an agreement. While there are of course other important elements to the agreement, I think these provide a very substantial core of a deal, and that we can quickly come to agreement on the rest.
- The fact that others now know about these talks puts us under a lot of time pressure. If we move quickly to reach a deal, I think we can bring others along, but if our talks stall, many others, including those who are hostile to ATF and having an ATF role, will want to get involved. That will quite probably make it impossible to negotiate an agreement.
- I understand you are willing to take the lead on this and to enter an agreement on your own. We believe we can bring some cities along, and we hope you can bring Glock along, but in any circumstance are committed to making it possible for us to take this step.
- I think your *personal* involvement is absolutely essential. We at Treasury are committed to taking any steps necessary to bringing this to closure quickly. We think the way to get this done is for you to sit down with Neal and Max to hammer our agreements out into a deal. I understand you have travel plans, but if there is any way for you to modify these plans and meet this weekend, early next week, or at *any* time you name, I believe we could wrap this up. Of course, I am prepared to be personally involved as well if that would be helpful.

Background:

- Shultz's lawyers have been substantially more resistant to the terms discussed above than Shultz himself appears to be. Max mentioned this to Shultz, and Shultz seemed to believe they knew how he felt and would make the commitments he was willing to. We are not certain what exactly he is communicating to his lawyers, whether they are pushing him to be more resistant than he is, or whether they are simply cautious about making commitments. If it comes up, you may wish to say that you understand his lawyers to have been reluctant to make the commitments that Shultz himself makes, and that Shultz's personal involvement is needed to ensure open and quick communication.
- While the commitments outlined above are important, there are also numerous other measures that we think are important that Shultz's lawyers have not yet agreed to. We think these can be worked out, with appropriate compromises on both sides, but want to be careful not to convey to Shultz the message that he's already made all the commitments he needs to.
- Shultz said to Max that he thought the federal government would need to sue the *other* manufacturers even if Smith & Wesson enters this agreement. Although it is hard to say what will happen, if it comes up, you should reinforce the message that, by entering an agreement, Shultz would be shielding himself from federal suit and earning the public praise of the Administration as a model, responsible gun manufacturer.

DRAFT

March 13, 2000

Mr. Eliot Spitzer
Attorney General
State of the New York
The Capitol
Albany, NY 12224

Dear Eliot:

In your recent letter, you expressed your trust that we will be able to move forward together in a true partnership toward our common goal of seeking fundamental changes in the way firearms are manufactured and distributed. I share that trust. We both want to make the gun industry assume a responsible role in stopping the awful toll of gun violence by incorporating reasonable safety devices in the guns they manufacture and by implementing distribution and advertising practices that will keep guns out of the hands of criminals and children. I look forward to sitting down with you and the city litigants next week to take stock of where we are now and how we can move forward. My understanding is that on your behalf, Louise has suggested a pre-meeting on the 22nd, and I agree such a meeting would be useful.

I also am pleased that you reiterated your suggestion that we explore whether the federal government has the authority through its purchasing power to help make sure that firearms are safely manufactured and distributed. I hope we can find a way to make progress on that front as well.

All of us share your frustration at the decision in January by a handful of intransigent manufacturers to use the federal government's involvement in these issues as an excuse to divide the litigants and block negotiations with the industry as a whole. Everyone on our side deeply appreciated your willingness to join with us in a united front resisting the efforts of a few manufacturers, working in bad faith, to dictate negotiating terms and conditions to litigants and potential litigants.

Now, rather than become discouraged, we should remember how far we have come. It seems you may have a misimpression about our role and the history of our involvement. Before the federal government became involved in December, the negotiations you had launched had ground to a virtual stalemate. For months, the industry had refused to provide a counter-offer, and the prospects for receiving one were diminishing rapidly. Cities and counties involved in the litigation were expressing deep frustration at the lack of progress,

which I am sure you shared, and asked the Administration to help break the stalemate -- recognizing, as you have acknowledged, that we bring unique resources to this effort. We agreed to participate because we felt that our presence at the table could significantly increase the prospects for a global settlement, and because it was becoming increasingly clear that, given the role of the federal government in regulating firearms, any negotiated solution would require our involvement.

Despite the intransigence of some manufacturers, our involvement has led to some progress. We have convened the only comprehensive strategy meeting for all city and country litigants, and lent our expertise and resources to assisting in this effort, including convening a unique seminar by the Bureau of Alcohol, Tobacco, and Firearms to provide insights for litigants about firearms and firearm regulation. But most important, with your help and support, we have used the bully pulpit of the national government to keep up the pressure for a negotiated settlement.

We have said consistently and publicly that we would be happy to sit down with responsible manufacturers, even if the industry as a whole was unwilling to negotiate in good faith. That is what we have done and will continue to do. Not long ago, a manufacturer privately engaged the Administration about what kind of changes we would like to see in the way the gun industry does business. Administration representatives have had discussions with the manufacturer on that question -- discussions that have remained confidential at the manufacturer's request. I have not taken part in those discussions, and am not certain whether they will bear fruit. But it would be a shame if anyone on our side chose to undermine this effort. I hope that at our meeting next week we will have an opportunity to assess the prospects together.

It is critical that as we move forward, we do so in a spirit of understanding. We can accomplish so much more if we put our goals of saving lives front and center. That has been our sole objective from the outset. I know that after all the hard work and leadership you have put into this effort, you feel the same way.

Sincerely,

Bruce N. Reed
Assistant to the President
for Domestic Policy

BRUCE'S LETTER

MAX'S LETTER w/
BRUCE'S COMMENTS

March 13, 2000

Mr. Eliot Spitzer
Attorney General
State of the New York
The Capitol
Albany, NY 12224

Dear Eliot:

Share that trust
In your recent letter, you expressed your trust that we will be able to move forward together in a true partnership toward our common goal of seeking fundamental changes in the way firearms are manufactured and distributed. I agree with you wholeheartedly. We both seek want to make the gun industry ^{assume} take a responsible role in stopping the awful toll of gun violence by incorporating reasonable safety devices in the guns they manufacture and by implementing distribution and advertising practices that will keep guns out of the hands of criminals and children. I look forward to sitting down with you and the city litigants next week to take stock of where we are now and how we can move forward. My understanding is that on your behalf, Louise has suggested a pre-meeting on the 22nd, and we are happy to do that. *I agree such a meeting would be useful.*

I also am pleased that you reiterated your suggestion that we explore whether the federal government has the authority through its purchasing power to help make sure that firearms are safely manufactured and distributed. I hope we can find a way to make progress on that front as well.

All of us share your frustration at the decision in January by a handful of intransigent manufacturers to use the federal government's involvement in these issues as an excuse to divide the litigants and block negotiations with the industry as a whole. Everyone on our side deeply appreciated your willingness to join with us in a united front resisting the efforts of a few manufacturers, working in bad faith, to dictate negotiating terms and conditions to litigants and potential litigants.

It seems I was my have a misunderstanding etc.
Now, rather than become discouraged, we should remember how far we have come. Before the federal government became involved in December, the negotiations you had pioneered had ground to a virtual stalemate. For months, the industry had refused to provide a counter-offer, and the prospects for receiving one were diminishing rapidly. Cities and counties involved in the litigation were expressing deep frustration at the lack of progress, which I am sure you shared, and asked the Administration to help break the stalemate --

beginning launched

recognizing, as you have acknowledged, that we bring unique resources to this effort. We agreed to participate because we felt that our presence at the table could significantly increase the prospects for a global settlement, and because it was becoming increasingly clear that, given the role of the federal government in regulating firearms, any negotiated solution would require our involvement.

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We have said consistently and publicly that we would be happy to sit down with responsible manufacturers, even if the industry as a whole was unwilling to negotiate in good faith.

That is what we have done and will continue to do. Not long ago, a manufacturer privately *sought* the Administration's views about what kind of changes we would like to see in the way the gun industry does business. *In response,* Administration representatives have had discussions with the manufacturer on that question – discussions that have remained confidential at the manufacturer's request. I have not taken part in those discussions, and *do not* know whether they will bear fruit. *I hope that at our meeting next week we will have an opportunity to assess the prospects together.* *Just I hope there are*

It is critical that as we move forward, we do so in a spirit of understanding. We can accomplish so much more if we put our goals of saving lives front and center. That has been our sole objective from the outset. I know that after all the hard work and leadership you have put into this effort, you feel the same way.

Sincerely,

But I do know that

Bruce N. Reed
Assistant to the President
for Domestic Policy

It would be a shame if anyone on this side were to desert this process.

CRIM

SLW DEAL

Glock May Accept Handgun Restrictions

Austrian Firm May Follow Lead of Smith & Wesson To Avoid U.S. Sanctions

Glock GmbH is the most likely major handgun manufacturer to follow Smith & Wesson Corp. in accepting sweeping restrictions on its business practices in exchange for protection from government lawsuits.

A senior executive with the U.S. unit of Austria's Glock took part in the covert talks

By Wall Street Journal staff reporters Paul M. Barrett and Vanessa O'Connell in New York and Joe Matthews in Washington.

that led to Smith & Wesson's landmark plan, announced Friday, to settle much of the municipal litigation it faces and preclude a vast new federal suit threatened by the Clinton administration.

"We haven't signed it," the Glock executive, Paul Jannuzzo, said, referring to the Smith & Wesson deal, "but we are still doing the balancing test. We are still weighing the idea of bleeding to death with legal bills vs. the cost of complying" with government demands.

Glock, which relies heavily on sales to police departments, would be particularly vulnerable to a new strategy by some federal and local officials: having law-enforcement agencies give preference to gun manufacturers that sign a version of the Smith & Wesson settlement.

The U.S. unit of another sizable foreign handgun maker, Brazil's Forjas Taurus SA, has indicated separately that it would entertain some sort of settlement, according to company and government officials.

In contrast to the firearms industry's loud official condemnation of Smith & Wesson's settlement as an act of betrayal, there was a quiet wave of nervous relief among some firearms executives at the thought that perhaps the largest U.S. handgun manufacturer had demonstrated a way to avoid prolonged litigation and controversy. By late Friday afternoon, executives with several companies were privately discussing how they might at least open lines of communication to the White House, according to an industry veteran familiar with the situation.

Smith & Wesson, a unit of Britain's Tomkins PLC, agreed to a wide range of changes, from incorporating low- and high-tech locks in its weapons to breaking with manufacturers' traditional refusal to

supervise the distribution and retail sale of guns. Of most potential significance, Smith & Wesson said it would allow its guns to be sold only by authorized dealers who obey sales restrictions that go far beyond current federal law.

In exchange, at least 15 of the 29 cities and counties have agreed to drop suits pending against Smith & Wesson. The Clinton administration and the states of New York and Connecticut agreed not to name the company in separate legal actions they have threatened to file. Administration officials, led by Housing Secretary Andrew Cuomo, also pledged to use their political and fiscal muscle to persuade the remaining municipalities to sign the settlement.

"The idea all along was that one responsible company would break away from the rest of the industry and that would be leverage to use against the rest," said Eliot Spitzer, New York state's attorney general, who last spring first sketched the blueprint that Clinton administration officials used to design the Smith & Wesson settlement. Smith & Wesson had been considered the most likely company to take the risk of defecting, in part because its pragmatic chief executive, Ed Shultz, signaled that he would break ranks with the rest of the industry if he thought his company's viability demanded it. Another factor was that Tomkins has tried in recent years to sell the gun company, a goal complicated by the cloud of mass litigation.

People on both sides of the gun debate compared Smith & Wesson's move to that of Liggett Group, which shattered the cigarette industry's solidarity in 1996 by agreeing to settle with antitobacco forces.

Robert Delfay, president of the industry's main trade group, the National Shooting Sports Foundation, blasted Smith & Wesson as "a foreign-owned handgun manufacturer" that "violated a trust" with consumers and the "domestic firearm industry." But most top U.S. handgun manufacturers are foreign-owned. And while the gun industry shares a common resentment of what they view as liberal critics, it is a fractious fraternity of relatively small companies, some of which lack the cash flow to survive a protracted legal fight.

The American unit of Brazil's Taurus has talked seriously about a settlement with its hometown mayor, Alex Penelas of Miami-Dade County in Florida, both sides said. Robert Morrison, executive vice president of the U.S. unit, said the negotiations came close to fruition but then broke off three weeks ago.

Mr. Morrison said he hadn't seen the

Smith & Wesson agreement and therefore couldn't comment on it. He did point out that Taurus already offers handguns with internal key-operated locks, one of the safety-oriented changes that Smith & Wesson agreed to make.

Glock in recent weeks dropped out of negotiations with officials from the U.S. Treasury and Housing and Urban Development departments, even after specific terms of the deal were adjusted to accommodate the Austrian-owned company. But Mr. Jannuzzo, the vice president and general counsel of Glock's U.S. unit, has long echoed the argument of Smith & Wesson's Mr. Shultz that the gun industry ultimately will have to reach some accommodation with its foes if it wants to thrive.

Two of the provisions in the Smith & Wesson deal that Mr. Jannuzzo objected to were a mandate to develop a "smart gun" and submit to the supervision of an outside "oversight commission" dominated by local, state and federal government representatives, according to people involved in the talks. The Glock pistol is known for its mechanical simplicity, and company engineers are skeptical of smart-gun technology designed to prevent all but authorized users from firing the weapon.

Smith & Wesson, on the other hand, already is developing a pistol that uses a fingerprint-recognition system to restrict who can use it. In fact, the Justice Department awarded the company a \$300,000 grant in recent weeks to support smart-gun research, Mr. Shultz said. Smith & Wesson is seeking a further grant of some \$3 million that would come from a \$10 million smart-gun research fund the White House has asked Congress to allocate, he added.

Mr. Shultz said the government money had nothing to do with the settlement.

Summers to Propose Limited Reforms For World Bank, Regional Counterparts

By MICHAEL M. PHILLIPS

Staff Reporter of THE WALL STREET JOURNAL

WASHINGTON—Scrambling to keep ahead of hard-line lawmakers who want to perform radical surgery on the World Bank and International Monetary Fund, Treasury Secretary Lawrence Summers today will propose his own, more limited set of reforms for the bank and its regional counterparts in Asia, Latin America and Africa.

In a speech to be delivered at the Council on Foreign Relations in New York, a favorite testing ground for Clinton initiatives, Mr. Summers will argue that the development banks should refocus their lending on projects too edgy to attract private money, on poor countries that prove they can spend public funds honestly, and on vaccines, the environment and other areas of value beyond borders.

"You have to be prepared not to lend if you can't be confident the money will be used effectively," said one senior Treasury official familiar with the Summers plan.

The proposals supplement ideas Mr. Summers presented late last year to narrow the operations of the IMF, whose big-money rescues of financially troubled countries have generated even more controversy than the energy, industrial, infrastructure and other economic-development efforts financed by the 181-nation World Bank.

The U.S. can't dictate changes at the World Bank or such regional institutions as the Inter-American Development Bank, Asian Development Bank and African Development Bank. But as the largest single shareholder in the institutions, the U.S. can often sway other member governments to follow its lead.

Both the IMF and World Bank—the largest of the institutions—were lambasted earlier this month in a report by a congressional advisory commission, which recommended sharp cutbacks in their lending. The commission majority urged that the World Bank focus on grants rather than loans and cut off countries that have investment-grade bond ratings or per-capita incomes exceeding \$4,000 a year. Countries with incomes above \$2,500 would qualify for only limited World Bank aid, under the commission's proposals.

Several members of the 11-member commission disagreed vehemently, saying those recommendations would worsen the plight of the poor around the globe. But senior Republican lawmakers seized on

the recommendations and immediately used them to attack the Clinton administration's support for multilateral financial institutions.

While Treasury officials stress that Mr. Summers's reform plan, long in the works, isn't a reaction to the commission, he evidently wants to steer clear of that body's more extreme proposals and reorient, rather than reduce, the banks' lending to poor countries.

Among Mr. Summers's ideas:

- The better-off developing countries, such as Brazil and China, should pay higher interest rates for World Bank loans to ensure that they seek public funding only when private money isn't available. That could rule out bank lending for oil projects, power plants and telecommunications systems where those sectors attract international capital. But "the vast majority of emerging-market economies don't live in a world" where they can get private money on acceptable terms, the senior Treasury official said.

- The banks should get used to the idea that rich countries aren't likely to replenish their capital for lending to better-off borrowers. So proceeds from higher-rate loans should be managed to make the programs self-sustaining and to subsidize bargain-rate lending to the poorest countries and global projects such as vaccine research.

- Lending to the poorest countries should emphasize education, health care, judicial reforms to improve the business climate, and financial-sector reforms to allow companies and consumers access to credit.

- The banks should continue to demand that borrowing governments adopt tough market-oriented policy reforms in exchange for loans and debt relief. Among other things, the banks should press for limits on military spending and a crack-down on corruption. Some bank critics argue that conditional lending is counterproductive, but Mr. Summers "comes down firmly on the side of conditionality," the official said.

- When private markets dry up, the banks should be ready to provide large emergency loans, as they did in Asia, Brazil and elsewhere during the recent global financial crisis.

It remains to be seen how Mr. Summers's proposals will sit with the other major members of the World Bank, or whether they will succeed in drawing support away from more drastic reform packages floating around Capitol Hill.

Gunmakers might join Smith & Wesson deal

Companies could make concessions on firearm safety or keep fighting

By Martin Kasindorf
and Gary Fields
USA TODAY

The USA's largest gunmaker, which broke ranks with the industry to make peace with courthouse adversaries, might not be alone for long.

Other manufacturers face two stark choices: Join Smith & Wesson and agree to precedent-setting concessions on firearm safety and sales practices, or keep paying lawyers to fight the Clinton administration, two states and 30 municipalities.

Robert Delfay, president of the National Shooting Sports Foundation, the industry's trade association, says he expects other manufacturers to continue what have been sputtering negotiations with critics.

"We are confident that no other major manufacturers will desert this coordinated effort in favor of their own individual deal," Delfay says.

Austrian firearms maker Glock, however, is pondering a truce. "It's certainly not impossible," says Paul Jannuzzo, vice president and general counsel for Glock's U.S. unit.

"You have to do a cost-benefit analysis. What's the consumer reaction going to be, compared to our legal expenses?"

Browning Arms of Mountain Green, Utah, isn't rejecting the agreement out of hand.

"We're still evaluating all the information so we can make a deci-

sion," spokesman Travis Hall says.

The settlement signed Friday by Ed Shultz, CEO of Smith & Wesson, calls for the company to be dismissed from suits filed by 11 cities and counties. The Springfield, Mass.-based company produces 20% of the handguns sold annually in the USA.

The suits allege that negligence and unfair business practices by gunmakers have resulted in thousands of deaths and injuries nationwide.

Also, the federal government and the states of New York and Connecticut promise to leave Smith & Wesson out of threatened legal actions.

Mandates of the deal include:

► Internal gun locks within two years, one of several innovations aimed at preventing children under 6 years old from being able to fire.

► A second, hidden serial number to thwart criminals who file off numbers so guns can't be traced.

► A company promise to spend 2% of gross sales revenue on developing "smart" guns that can be fired only by the owner or an authorized user. Researchers at Smith & Wesson, Colt and other makers have been exploring various smart gun technologies. Most experts say that truly "personalized" guns, with functioning linked to a user's fingerprints or other characteristics, are at least two years away.

► Factory sales limited to dealers who sign stringent codes of conduct.

In states without "one gun a month" laws, buyers will have to wait 14 days to receive more than one gun. Buyers will need to prove they've passed a safety course or exam. Retailers will be trained to recognize "straw purchasers," people who buy guns for juveniles or felons.

Dealers won't be allowed to sell at gun shows that don't require background checks.

Enforcing the settlement will be a five-member commission: two city or county representatives, one from state government, one from the Bureau of Alcohol, Tobacco and Firearms and one from the gun industry.

Delfay dismisses the pact as "one-sided" in favor of "anti-gun government officials." Also, he says, it requires practices already observed by many manufacturers, such as test-firing every new gun so a distinctive "print" it makes on a bullet can be registered in a national database.

The NRA's president, Charlton Heston, said the British owners of Smith & Wesson don't value the Second Amendment's right to bear arms clause as Americans do.

"I am not comfortable about the Brits telling us how to deal with our Bill of Rights," Heston said. "I think we settled that in 1776, didn't we?"

The NRA has opposed the wave of municipal lawsuits, which New Orleans started in October 1998, chiefly by persuading 16 state legislatures to pass measures banning local governments from suing gunmakers for the costs of firearm violence.

The NAACP, which started its own litigation against the gun industry last year, says the Smith & Wesson deal is "encouraging" but "lacks teeth with regard to multiple gun sales" that flood the underground market with weapons.

Smith & Wesson spokesman Ken Jorgensen said the company settled primarily because of litigation costs.

Company CEO Shultz, a longtime industry maverick, had two additional incentives:

► Smith & Wesson's corporate owner, Tomkins PLC, is trying to sell the beleaguered subsidiary. Eliminating potentially huge court judgments "certainly makes them a more attractive company," says Carmel Sella, lead lawyer in Los Angeles' suit against the gun industry.

► Smith & Wesson is lobbying in Washington for some of the \$10 million in research money for smart gun technology that President Clinton has asked Congress to approve.

Mayor Joe Ganim of Bridgeport, Conn., another city that is suing the industry, says the defection by Smith & Wesson "will definitely increase pressure" to settle.

Prompted by news of the settlement, the Department of Housing and Urban Development and mayors of Atlanta, Detroit and Miami moved to see that their police agencies give preference to Smith & Wesson when buying guns.

► Dueling ad campaigns, 24A

Settlement gets lawsuits canceled

The agreement by Smith & Wesson officials may be an important step toward settling disagreements between government and gunmakers. The manufacturer frees itself from costly litigation, and its challengers win promises of improved gun safety.

Q: When did the legal disputes between the gun industry and cities and counties begin?

A: The confrontation began in June 1998, when the National Rifle Association held its annual meeting in Philadelphia. At the same time in the city, a group of mayors met to discuss litigation against the gun industry. Since then, 28 cities and counties have filed lawsuits.

Q: Which cities filed the first lawsuits?

A: New Orleans filed on Oct. 30, 1998. The action is based on product liability law. It claims gun manufacturers knowingly refuse to equip guns with safety mechanisms that could prevent use by children and other unauthorized people. Chicago filed suit Nov. 12. It contends the gun industry created a public nuisance by flooding the city with guns from suburban stores when it knew they

would be used to commit crimes in the city.

Q: Why did Smith & Wesson settle?

A: "I think we felt we could probably win these things in the long run, but the cost of another 10 years of legal battles just wasn't something we wanted to undertake," company spokesman Ken Jorgensen said.

Q: What cities and counties have accepted the agreement?

A: Miami-Dade County, Fla.; Los Angeles, Inglewood, San Francisco, West Hollywood, Sacramento and Berkeley, Calif.; Bridgeport, Conn.; Newark and Camden, N.J.; Gary, Ind.; Atlanta; St. Louis; Detroit; and New Orleans.

Q: How many guns are involved in the settlement?

According to the Bureau of Alcohol, Tobacco and Firearms, about 1.2 million revolvers and pistols are manufactured in the USA each year. Smith & Wesson produces about 20% of those.

Q: Can other manufacturers join in the agreement reached by the

cities, the federal government and Smith & Wesson?

A: Yes.

Q: Haven't manufacturers taken some of the steps laid out in the agreement?

A: Yes. More than 20 gun manufacturers, including Smith & Wesson, provide free devices, such as trigger locks, with their firearms.

According to the Sporting Arms and Ammunition Manufacturers' Institute, those gunmakers account for nine of 10 guns manufactured in the USA annually.

Gun manufacturers also refuse to sell to unlicensed firearms distributors or dealers, and they give the federal Bureau of Alcohol, Tobacco and Firearms direct access to gun records so agents can trace guns used in crimes.

Q: The agreement requires companies to work on "smart" guns that can be fired only by the owner or authorized user. What is their status?

A: Jorgensen says Smith & Wesson has been working on the technology since 1993, and all new guns will be so equipped within three years.

Three killed in fire at fraternity house

The Associated Press

BLOOMSBURG, Pa. — A fire at an off-campus fraternity house near Bloomsburg University killed three people early Sunday. Others jumped to safety from a second-story window.

Five fraternity members and an alumnus who was visiting were sleeping in the Tau Kappa Epsilon house when the fire broke out about 6 a.m. The alumnus and two fraternity members got out safely, said Jim Hollister, a university spokesman.

The cause of the fire was not immediately clear. School President Jessica Kozloff said the building was

owned by the fraternity and had been maintained well.

City officials cleared the house for occupancy after noting a dozen code violations in October. The violations included a battery missing from a smoke detector, five electrical heaters being run on an inadequate electrical system, a missing doorknob and an empty fire extinguisher, said Dean Van Blohn, a code enforcement officer. He said the violations had been corrected in January.

All three who escaped reported awakening and finding heavy smoke in the building; one heard a smoke alarm.

Another college fire Sunday, in Big Rapids, Mich., left one woman hospitalized with a back injury and two others with minor injuries. The fire, in Brophy Residence Hall at Ferris State University, broke out about 6 a.m. Fire officials believed the cause was accidental.

On Jan. 19, three students were killed and six were critically injured in a dormitory fire at Seton Hall University in South Orange, N.J.

Bloomsburg, founded in 1839, is a state university about 100 miles northwest of Philadelphia.

Prosecution of federal gun offenses dropped in Clinton administration

By Jerry Seper
THE WASHINGTON TIMES

The nearly 1.5 million people likely to face an armed assailant this year will most probably be looking into the eyes of a young white male, over 18, carrying a .38-caliber pistol he bought through a drug dealer or a fence.

This young assailant is among a growing number of criminals who have increasingly armed themselves over the past several years despite an overall drop in the nation's crime rate. More criminals are now looking to get concealable, large-caliber semiautomatic pistols.

The confrontation most likely will occur in an urban area, and according to the Justice Department's Bureau of Justice Statistics, the assailant is probably on probation, parole or pretrial release. About a third of them have a felony conviction.

But the chances he will face federal weapons charges — if caught — are less likely now than 10 years ago. The number of referrals by the federal government to prosecutors in gun cases declined by 44 percent under the Clinton administration.

Why? The administration, while vigorously pursuing a public anti-gun posture, has backed off from an aggressive crackdown on illegal guns started under President Bush. Seeking to avoid a duplication of state and local programs, the federal government has focused on the flow of guns into the community and not their use.

That shift in policy was mandated by a 1994 Office of Management and Budget memo, causing the Justice Department to switch its focus from street-level criminals to gun traffickers. The shift is

NRA says the laws should be enforced

described in the U.S. Attorneys Annual Statistical Report, saying prosecutions under "Project Triggerlock," a major anti-gun program established under Mr. Bush, dropped from 7,048 in 1992 to 3,807 in 1998.

Wayne LaPierre, executive vice president of the National Rifle Association, said Mr. Clinton "would rather make NRA rhetoric the issue rather than his own policies." He said Mr. Clinton owes the parents of children killed by guns an explanation of why federal gun laws are being so poorly enforced.

"I think he should look them in the eye and explain why he won't enforce the laws against crack dealers with guns and take them off the street," he said.

Republicans have complained that the administration ignored existing laws while pressing for symbolic measures such as a ban on possession of guns near schools and banning the transfer of weapons to juveniles. According to the Executive Office of United States Attorneys, there were only eight prosecutions under the school-gun law in 1998 and six under the gun-transfer law.

Project Triggerlock targeted the most dangerous criminals in each community under federal laws calling for minimum five-year prison sentences for using guns to commit crimes and 15-year sentences for felons with three or more convictions for violent crimes.

A new program in Richmond known as "Operation Exile" is modeled after Triggerlock. Touted by Mr. Clinton and Republicans, it in-

volves a cooperative effort between federal and Virginia officials to prosecute small-time criminals who use guns — an offense that earns a mandatory five-year sentence in federal prison. Richmond officials have credited the program with a 40 percent drop in the city's homicide rate.

Under Project Exile, begun in March 1997, 390 defendants caught with illegal guns have been prosecuted in federal court, where bail and mandatory penalties are tougher than in state courts. The program has been promoted by the NRA, which has lobbied the federal government to provide \$50 million in seed money to allow other cities to run Exile-type programs.

The NRA, with 3 million members, has accused the Clinton administration of trying to undermine Project Exile by offering lip service while failing to lobby for its extension. The NRA has provided seed money for a Richmond-style advertising campaign for a similar effort in Philadelphia and hopes to see it implemented in 25 cities using federal money and prosecutors.

NRA President Charlton Heston has argued that a better pursuit of criminals, not new gun laws, is the best way to prevent gun-law violations.

Meanwhile, Mr. Clinton wants to raise the legal age for handgun possession from 18 to 21, hold negligent parents liable, halt imports of all high-capacity ammunition clips, limit handgun purchases to one a month, mandate child-safety locks on all guns sold, impose background checks on buyers for gun-show sales, and require a three-day waiting period for all handgun purchases.

Cloning of pigs a huge step in human transplants

Research expected to lead to organs that won't be rejected

By August Gribbin
THE WASHINGTON TIMES

A

Pigs have been cloned for the first time, dramatically changing the world of medicine.

The scientists who engineered the births of the five piglets, now 10 days old, said yesterday their success means it soon will be possible to produce genetically engineered pigs whose kidneys, hearts, livers and other organs could be transplanted into humans without fear of rejection.

What's more, genetically engineered cloned pigs will provide a source of stem cells for developing "cell-based therapies — neurons for treatment of Parkinson's and Alzheimer's diseases, for instance, and pancreatic cells that produce insulin for treatment of diabetes,

skin cells for burn victims, and the rest," said David Ayares.

Mr. Ayares is the head of research and development at the U.S. division of PPL Therapeutics in Blacksburg, Va. It was his team that created the porcine clones. PPL Therapeutics is the Edinburgh, Scotland-based research firm that in a joint venture with Edinburgh's Roslin Institute produced Dolly, the first cloned sheep, three years ago.

The cloning is important because pig organs are similar to human organs. Heart valves of pigs already are used to replace damaged valves in humans. And scientists around the world have for several years been studying pigs as potential sources for other transplant organs.

If, in fact, pig organs can be used in humans without fear of rejection the worldwide shortage of transplant organs will end. Countless lives will be saved.

Ron James, managing director of PPL Therapeutics said: "An end to the chronic organ shortage is now in sight. All the known technical hurdles have now been overcome."

And Mr. Ayares said in a phone interview that he is now "certain" that is so. He added that "with the techniques we have developed, we can modify pigs in a very precise way, removing certain genes such that hearts and kidneys from these animals can be transplanted into

humans without fear of rejection."

The PPL scientist said: "We can do genetic modification of pig cells. We have done it. We know we can do it. We've 'knocked out' the genes in the cells that cause human rejection."

The next step is to genetically engineer cells that form embryos for transplantation into surrogate mothers and thus produce genetically altered pigs. Mr. Ayares predicts clinical trials in humans will come in about four years.

In a statement to the Associated Press, Dr. Fritz Bach of the Harvard Medical School, a specialist in genetic and immunological transplants, said: "I think this is a big step forward they've made. I applaud it."

Dr. Bach added, however, that there may be ethical issues to overcome regarding animal-to-human transplants. He said there is a risk of introducing to humans germs that are common to the animals but not to humans.

Princeton University microbiologist Lee Silver, a renowned cloning specialist, said "the transition of diseases is a technical problem, and it can probably be overcome." If so, "there is no ethical problem involved."

Nonetheless, Mr. Silver said he suspects some will rebel at the idea of growing genetically engineered pigs for their organs. He said, though, that there is no ethical problem there either. "If people grow and eat pigs, they should be willing to use them as a source of organs to save human lives," he

argues.

Likewise, the use of engineered pig cells for stem-cell research is likely to take fire from the debate over use of donated human fetuses for such experimentation.

Researchers can use the pigs to "harvest organs or harvest cell types. This changes the whole dialogue. The use of pig cells provides a parallel strategy — an alternative — for researching cell mediated therapies," Mr. Ayares said.

He concedes there may be special reasons to harvest human cells. And Tim Leshan of the American Society for Cell Biology concurs. He said it would be "nice" if the feuding over the use of fetal cells were over, but he suspects it is "too early" to predict that.

An intense battle has erupted over harvesting stem cells from fetuses because many believe human life begins at conception. They say a fetus is, in fact, equivalent to an adult. Killing a cell mass even at the earliest fetal stage — and even in a quest to find remedies for currently incurable diseases — is murder.

Scientists tend to regard cell masses in the earliest stages of fetal development as worthy of special respect, but not as human beings. Beyond that, they argue that the donated fetuses they wish to use are leftovers from fertility clinics and are destined for destruction anyway.

The pig fetuses the PPL Therapeutics researchers used came from various donor pigs.

The cells were harvested using so-called "nuclear transfer." Put simply, that means the part of a microscopically small cell housing chromosomes and genes — the nucleus — is taken from an egg cell

and delicately transplanted into another egg cell from which the nucleus was removed.

The two cells then are immersed in special nurturing fluids where they fuse, eventually start dividing without normal fertilization, and grow into a cloned fetus.

The cloned pig fetuses were implanted into a sow named Destiny. She was expected to bear four clones, but she did the scientists

one better. The offspring have been named Millie (because she was the first born in the "new millennium"), Christa (after Dr. Christian Barnard, the first to perform a heart transplant), Alexis and Carrel (after Nobel Prize winner Dr. Alexis Carrel), and Dotcom (because dot-com companies seem to be stock market high fliers).

• This article is based in part on wire service reports.

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Only Smith & Wesson handguns meet state's specs

By Trudy Tynan, Associated Press, 04/18/00

SPRINGFIELD, Mass. -- Gun dealers are clearing their shelves and some gunmakers have been effectively shut out of the Massachusetts market as the nation's toughest handgun safety regulations take effect.

The only new handguns that can be sold here under the new consumer protection regulations announced earlier this month are some models made by Springfield-based Smith & Wesson.

That means even the high-end models of Glocks and SIG-Sauers used by police would not pass muster if they were being sold to the general public.

"It's killing the small dealers," said Vincent DeValle, manager of Strictly Defense in West Springfield. "We are stuck with thousands of dollars in guns we can't sell."

But dealers are vowing to fight back. They told the Boston Herald that they will announce plans today to file a lawsuit challenging the regulations.

"It's not over yet," said Michael Yacino, executive director of the Gun Owners Action League. He said the suit, which will challenge the state's authority to regulate handguns, could be filed as soon as this week.

The new rules ban cheap handguns and require childproof locks on any handgun sold in the state. They also require safety warnings with each handgun, tamper-resistant serial numbers and indicators on semiautomatic handguns that tell if a bullet is in the chamber.

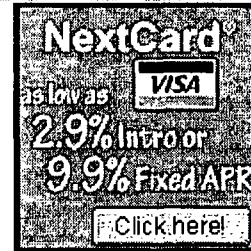
Used handguns, police weapons and models made before September 1998 are exempt from the regulations that went into effect after manufacturers, including Smith & Wesson, lost a two-year court fight to stop them.

Attorney General Thomas Reilly realizes many gun manufacturers don't meet the regulations -- yet.

"It is our hope that all companies will comply," said Ann Donlan, a spokeswoman for Reilly. "But there is no going back as far as we are concerned."

The other major gunmakers say they've been sidelined by such things as how many serial numbers are now required on the weapon and the minimum force needed to pull the trigger.

"It's in the details," said Gary Mehalik, marketing manager for Miami-based Taurus, which has been selling pistols



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equipped with an internal trigger lock since 1997. "We are able to comply in most regards."

But Taurus, and Glock -- which makes the guns that Boston police carry -- and SIG-Sauer -- which arms the state police -- have all run afoul of a requirement that it take at least 10 pounds of force to pull the trigger.

Some of Smith & Wesson's lighter guns, including its popular Sigma line, also fail to meet the 10-pound pull test that is aimed at helping to prevent a child from firing the weapon.

In part because more women are buying guns, most guns are now sold with a trigger pull of 4 to 6 pounds, with target pistols having pulls as light as 2 pounds.

Richard Callaghan, of Callaghan's Firearms in Marlboro, is one of several gun dealers who have pulled all their new handguns off the shelves in response to the new regulations.

There may be some room for interpretation of the new regulations, but Callaghan is taking no chances.

"I am not going to jeopardize my business and life savings for a fast buck," he said.

Paul Jannuzzo, a spokesman for Glock, said the company may send special models to Massachusetts if distributors are interested.

Beretta stopped shipment into Massachusetts for just one reason: Its guns do not have a second hidden serial number.

Paul Jannuzzo, a spokesman for Beretta USA, based in Accokeek, Md., said Beretta had been trying to comply with requirements in the state's 1998 gun law, which are exceeded -- and superseded -- the new consumer protection regulations.

"Unfortunately, everyone is styling themselves as experts in gun design and we are on the brink of ending up with a confused mix of state, local and federal laws," he said.

The same week Massachusetts announced its new regulations, Maryland's governor signed legislation requiring built-in locks on all new handguns sold after January 2003.

Even within Massachusetts things are getting confusing.

Aides to Jane Perlov, the state's secretary of public safety, say Perlov is drawing up her own list of acceptable weapons based on the less-stringent provisions of the 1998 law. That could include guns that would not be acceptable under the attorney general's new regulations.

"We took it a step further," said Donlan of the attorney general's regulations. "As far as we are concerned we have the law behind us and we are going about the business of enforcing the consumer regulations."

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TRAVEL INFORMATION:

Recommended Airport: **Bradley International Airport**
Located in Hartford, (Windsor Locks), Connecticut
(Airport is Approximately 30 miles from Smith & Wesson)

Directions:

From Bradley Airport and points South:

91 North to 291 East
291 East to exit 5B (route 20 East)
Take Left at lights onto Roosevelt Avenue
Smith & Wesson is on right hand side (approx 1/2 mile)

From Mass. Turnpike (route 90)

Exit 6 on Mass. Turnpike
Take left onto 291 West
291 West to Exit 5 (route 20 East - toward East Springfield)
Take a Right at end of ramp onto 20 East
Move immediately into left lane
Take Left at lights onto Roosevelt Avenue
Smith & Wesson is on right hand side (approx 1/2 mile)

Hotel:

Holiday Inn - Springfield
711 Dwight Street, Springfield, MA 01104
Phone: 413-781-0900

Hotel Directions:

From North: 291 West to exit 2A onto Chestnut Street
From South: 291 East to exit 2B onto Dwight Street

Sheraton - Springfield/Monarch Place

One Monarch Place, Springfield, MA
Phone: 413-781-1010

Directions: Route 91 to Exit 6, Hotel on right at 3 set of lights

Other Hotels in Area:

~~Best Western~~ ~~Ramada West~~, 1080 Riverdale Street, West Springfield, MA - (413) 781-8750
Comfort Inn at the Parwick Centre, 450 Memorial Drive, Chicopee, MA - (413) 739-7311
Howard Johnson, 1150 Riverdale Street, West Springfield, MA - (413) 739-7261