

INTERIM SUPPRESSOR TRANSFER CHECKLIST – VERSION 2

Suppressors ONLY — No Other NFA Items; Effective September 4, 2026

Silencer Shop Foundation v. ATF / Jensen v. ATF

TRANSACTION DOCUMENTATION WORKSHEET - COMPLETE BEFORE DISPOSITION

LIMITED PURPOSE

This checklist applies only to suppressor transfers in one of the 27 states identified in RED on the attached Silencer Shop map. For this limited suppressor-transfer protocol, those states are treated as not imposing an independent state-law Form 4/NFA-registration requirement that prevents a transaction otherwise protected by the federal injunction.

IMPORTANT - THIS IS NOT A CLASS ACTION

State eligibility does not itself eliminate the Form 4 requirement or establish federal injunction coverage.

The transaction must also fall within the protected scope of the federal injunction through a documented PLAINTIFF NEXUS.

Both requirements must be independently satisfied.

1

STATE-LAW GATE - REQUIRED

☐ Purchaser is a resident of one of the 27 qualified states identified on the attached Silencer Shop map in RED (Circle one):

AL AR AZ FL IA ID IN KS KY LA MD ME MN
MO NE NH NM OK SC SD TN TX UT VA VT WV

WY

☐ For suppressor-transfer purposes, the purchaser's state is one of the 27 states identified above and is not presently treated as imposing an independent state-law Form 4/NFA-registration requirement that defeats the federal injunction pathway.

☐ Dealer has confirmed that no subsequent state-law change or controlling guidance has altered that qualified-state determination as of the date of transfer.

IF YOUR STATE IS NOT IDENTIFIED ABOVE: STOP.

Do not use this checklist. Follow the ordinary Form 4/NFA procedure.

2

SPECIFIC BASIS FOR INJUNCTION COVERAGE - CHECK ONE

Select the strongest documented nexus. Do not stack weak theories. For commercial-customer coverage, the transaction itself should connect to the protected commercial relationship. For associational coverage, current membership status should be verified as of the transfer.

COMMERCIAL / TRANSACTION-SPECIFIC

COMMERCIAL-NEXUS RULE

Do not rely merely on evidence that the purchaser bought an unrelated product from Silencer Shop at some prior time. Retain documentation tying this suppressor transaction to the protected commercial relationship.

1. SILENCER SHOP TRANSACTION / VERIFIED COVERED NEXUS | COMMERCIAL / TRANSACTION-SPECIFIC

☐ Silencer Shop or another authoritative source has affirmatively confirmed that this purchaser and this suppressor transaction fall within the protected scope of the injunction.

Evidence retained:

- ☐ Silencer Shop order/invoice for this suppressor
- ☐ Silencer Shop customer/account identification
- ☐ Transaction/order number

- ☐ Suppressor make/model/serial number tied to this transaction
- ☐ Silencer Shop confirmation of covered customer/transaction status
- ☐ Other: _____

2. PALMETTO STATE ARMORY | COMMERCIAL / TRANSACTION-SPECIFIC

☐ Purchaser is a PSA customer in connection with this covered suppressor transaction, and this transaction falls within the injunction's customer protection.

Evidence retained:

- | | |
|--|--|
| ☐ PSA invoice/order for this suppressor | ☐ PSA confirmation of covered customer/transaction status |
| ☐ PSA customer/order number | ☐ Other: _____ |
| ☐ Suppressor make/model/serial tied to this transaction | |

3. B&T USA | COMMERCIAL / TRANSACTION-SPECIFIC

☐ Purchaser is a B&T USA customer in connection with this covered suppressor transaction, and this transaction falls within the injunction's customer protection.

Evidence retained:

- | | |
|--|--|
| ☐ B&T invoice/order documentation for this suppressor | ☐ Suppressor make/model/serial tied to this transaction |
| ☐ Customer/order number | ☐ Other: _____ |

4. SILENCERCO WEAPONS RESEARCH | COMMERCIAL / TRANSACTION-SPECIFIC

☐ Purchaser is a SilencerCo customer in connection with this covered suppressor transaction, and this transaction falls within the injunction's customer protection.

Evidence retained:

- | | |
|---|---|
| ☐ SilencerCo invoice/order documentation for this suppressor | ☐ SilencerCo confirmation of covered customer/transaction status |
| ☐ Customer/order number | ☐ Other: _____ |
| ☐ Suppressor make/model/serial tied to this transaction | |

5. HOT SHOTS CUSTOM LLC | COMMERCIAL / TRANSACTION-SPECIFIC

☐ Purchaser is a Hot Shots Custom customer in connection with this covered suppressor transaction, and this transaction falls within the injunction's customer protection.

Evidence retained:

- | | |
|--|---|
| ☐ Hot Shots Custom invoice/order documentation | ☐ Hot Shots Custom confirmation of covered customer/transaction status |
| ☐ Customer/order number | ☐ Other: _____ |
| ☐ Suppressor make/model/serial tied to this transaction | |

ORGANIZATIONAL MEMBERSHIP
DO NOT ASSUME SUPPORTER STATUS IS ENOUGH

The court declined to extend the injunction to undefined "supporters." A donation, mailing-list subscription, social-media follow, or account alone should not be treated as coverage unless the organization affirmatively confirms that the purchaser falls within the protected membership category.

1. GUN OWNERS OF AMERICA / GUN OWNERS FOUNDATION | ORGANIZATIONAL MEMBERSHIP

☐ Purchaser is a current GOA and/or GOF member within the protected scope of the injunction, including a qualifying future member whose membership became effective before transfer.

Membership #:
Effective Date:

- ☐ Government ID matches membership identity

Evidence retained:

- | | |
|--|---|
| ☐ Current GOA/GOF membership card or digital credential | ☐ Current-status verification from GOA/GOF |
| ☐ Membership confirmation | ☐ Other: _____ |

2. TEXAS STATE RIFLE ASSOCIATION | ORGANIZATIONAL MEMBERSHIP

☐ Purchaser is a current TSRA member within the protected scope of the injunction, including a qualifying future member whose membership became effective before transfer.

Membership #:
Effective Date:

- ☐ Government ID matches membership identity

Evidence retained:

- | | |
|---|--|
| ☐ Current TSRA membership card or digital credential | ☐ Current-status verification from TSRA |
| ☐ Membership confirmation | ☐ Other: _____ |

3. CITIZENS COMMITTEE FOR THE RIGHT TO KEEP AND BEAR ARMS | ORGANIZATIONAL MEMBERSHIP

☐ Purchaser is a current CCRKBA member within the protected scope of the injunction, including a qualifying future member whose membership became effective before transfer.

Membership #: _____

Effective Date: _____

☐ Government ID matches membership identity

Evidence retained:

☐ Current CCRKBA membership documentation

☐ Current-status verification from CCRKBA

☐ Membership confirmation

☐ Other: _____

4. FPC ACTION FOUNDATION | ORGANIZATIONAL MEMBERSHIP

☐ Purchaser is affirmatively verified by FPC Action Foundation as a member or other person falling within the membership category actually protected by the injunction.

Member/account number, if applicable: _____

Effective Date: _____

☐ Government ID matches membership identity

Evidence retained:

☐ Membership/covered-status documentation

☐ Other: _____

☐ Direct current-status verification from FPC Action Foundation

COMMERCIAL MEMBER / TRANSACTION-SPECIFIC

1. FIREARMS REGULATORY ACCOUNTABILITY COALITION (FRAC) | COMMERCIAL MEMBER / TRANSACTION-SPECIFIC

☐ Transaction is with a current commercial FRAC member whose customers are within the protected scope of the injunction, and the transaction is with that commercial member.

FRAC Member / FFL: _____

Evidence retained:

☐ Current FRAC membership verification for commercial entity

☐ FRAC or member-company confirmation that this transaction falls within the injunction

☐ Documentation connecting this dealer/seller to FRAC

☐ Other: _____

☐ Customer invoice/order for this suppressor transaction

2. GUN OWNERS OF AMERICA (GOA) | CORPORATE MEMBERSHIP / TRANSACTION-SPECIFIC

☐ Dealer is a current CORPORATE MEMBER OF GOA within the protected scope of the injunction, including a qualifying future corporate member whose membership became effective before transfer.

Membership Name: _____

Effective Date: _____

☐ Federal Firearms Licensee (FFL) matches corporate membership

Evidence retained:

☐ Current GOA corporate membership certificate or digital credential

☐ Other: _____

VERIFY THE CHAIN

Do not assume every customer of every firearms business is protected because the business claims some relationship with FRAC. Verify current commercial membership and the transaction nexus.

3

PURCHASER IDENTITY - REQUIRED IN EVERY CASE

Purchaser: _____

☐ Government-issued photographic identification reviewed.

☐ Name on identification matches membership/customer documentation.

☐ Any discrepancy in name, address, membership, account, or status is resolved and documented.

☐ Purchaser's protected status was current on the date and time of transfer.

Date/Time Status Verified: _____

Method/Source of Verification: _____

4

SUPPRESSOR IDENTIFICATION

Manufacturer: _____

Serial Number: _____

Model: _____

Caliber: _____

☐ Item is a suppressor/silencer.

☐ This worksheet is not being used to process an SBR, SBS, AOW, machinegun, destructive device, or other NFA firearm.

5

FEDERAL TRANSACTION REQUIREMENTS UNAFFECTED BY INJUNCTION

- ☐ Dealer confirmed immediately before disposition that the injunction is presently effective, applicable, and not stayed as to this transaction.
- ☐ Purchaser successfully completed all otherwise-applicable Gun Control Act, Form 4473, and NICS/background-check requirements.
- ☐ Dealer properly recorded the disposition in required acquisition/disposition records.
- ☐ No independent federal prohibition applies to the purchaser.
- ☐ No other federal requirement independently prohibits this suppressor transaction.
- ☐ Dealer has confirmed any FFL/SOT/business-status requirement applicable to its own activities remains satisfied or has documented counsel guidance to the contrary.

Date/Time Status Verified:
Method/Source of Verification:

⚠ IF CURRENT INJUNCTION STATUS CANNOT BE CONFIRMED: STOP.

6

FORM 4473 TRANSACTION

- ☐ ATF Form 4473 properly completed.
- ☐ Required NICS/background check completed.
- ☐ Purchaser is not prohibited from possessing firearms.
- ☐ Suppressor properly recorded in dealer's A&D records.
- ☐ All other applicable GCA requirements satisfied.
- ☐ All independent state requirements unrelated to the enjoined federal NFA registration process satisfied.

7

BUYER CERTIFICATION & RELEASE - REQUIRED BEFORE DISPOSITION

- ☐ Dealer provided the current *FFLGuard* Buyer Suppressor Injunction Release to the purchaser before disposition.
- ☐ Purchaser completed the buyer and suppressor information, initialed every acknowledgment, completed the voluntary-election initials, and signed and dated the release.
- ☐ Dealer employee/witness reviewed the release for completeness, signed and dated it, and entered the Form 4473 NTN/transaction number.
- ☐ Dealer retained the completed buyer certification and release with the transaction file before disposition.

8

POST-TRANSFER / ACQUISITION CAUTIONS
INTERSTATE TRANSPORT CAUTION - KEEP NO-FORM-4 SUPPRESSOR IN STATE OF PURCHASE

FFLGuard recommends that a suppressor transferred without an approved Form 4 remain in the state in which it was purchased. At this time, 26 U.S.C. § 5861(j) makes it unlawful to transport, deliver, or receive in interstate commerce any NFA firearm that "has not been registered as required" by the NFA. The injunction affects NFA registration and transfer requirements for covered transactions, but it is presently unclear how the injunction impacts § 5861(j). Until controlling authority clarifies the issue, do not advise a purchaser that interstate transport, delivery, shipment, or receipt of a suppressor transferred without an approved Form 4 is protected by the injunction. Purchasers should be advised to keep the suppressor within the state of purchase and consult qualified counsel before any interstate movement.

FFL ACQUISITIONS FROM NONLICENSEES - USE FORM 4

All suppressors acquired by an FFL from a nonlicensee should be acquired through the ordinary ATF Form 4 transfer process. Do not use this injunction checklist as a basis for an FFL to receive or acquire a suppressor from an unlicensed individual or entity without an approved Form 4. See 27 C.F.R. § 479.84 and ATF Form 5320.4.

- ☐ Purchaser was advised of the 26 U.S.C. § 5861(j) interstate-transport caution above.
- ☐ If this FFL acquired the suppressor from a nonlicensee, the acquisition was completed through the ordinary Form 4 process; this checklist was not used to bypass the Form 4 acquisition process.

9

RECORD RETENTION

For every suppressor transferred without an approved Form 4, retain:

- ☐ Completed *FFLGuard* checklist
- ☐ Completed current *FFLGuard* Buyer Suppressor Injunction Release
- ☐ Copy of the RED-state map/version relied upon
- ☐ Evidence supporting current state eligibility
- ☐ Copy/evidence establishing injunction status on date of transfer
- ☐ Plaintiff-nexus documentation selected in Gate 2
- ☐ Membership verification, if applicable
- ☐ Manufacturer/distributor invoice and provenance, if applicable
- ☐ Documentation tying serial number to protected transaction
- ☐ Customer invoice
- ☐ Plaintiff/association confirmation, where applicable
- ☐ Copy of purchaser notice/acknowledgment regarding interstate transport under 26 U.S.C. § 5861(j), if used
- ☐ Approved Form 4 for any acquisition of the suppressor from a nonlicensee, if applicable.

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FINAL DEALER CERTIFICATION

I verified before disposition that:

- ☐ **SUPPRESSOR ONLY.**
- ☐ **RED STATE:** Transaction occurs in one of the 27 states identified on the attached Silencer Shop map and circled in Gate 1, above.
- ☐ **STATE-LAW GATE:** The RED-state determination remains current and no independent state-law Form 4/NFA-registration requirement has been identified that defeats this suppressor-transfer pathway.
- ☐ **PLAINTIFF NEXUS:** At least one specifically identified plaintiff nexus in area 2 has been established.

Plaintiff Relied Upon:

- Basis:**
- ☐ Commercial customer/transaction
 - ☐ Associational membership
 - ☐ FRAC or GOA commercial-member/customer relationship

- ☐ **DOCUMENTATION:** Evidence establishing the plaintiff nexus has been retained.
- ☐ **CURRENT STATUS:** Injunction remained effective, unstayed and applicable immediately before disposition.
- ☐ **GCA COMPLIANCE:** Form 4473, background check, A&D and all other applicable requirements have been completed.
- ☐ **BUYER CERTIFICATION & RELEASE:** The purchaser completed, initialed, signed, and dated the current *FFLGuard* Buyer Suppressor Injunction Release; the dealer employee/witness completed and signed it; and the completed document was retained.
- ☐ **INTERSTATE TRANSPORT NOTICE:** Purchaser was advised that *FFLGuard* recommends the suppressor remain in the state of purchase because the application of 26 U.S.C. § 5861(j) to a no-Form-4 transfer under the injunction is presently unclear.
- ☐ **NONLICENSEE ACQUISITION:** If the suppressor was acquired by this FFL from a nonlicensee, the acquisition was completed through the ordinary Form 4 process.
- ☐ All otherwise-applicable federal and state transfer requirements were satisfied.

Employee Name:		Manager Review Name (if required):	
Employee Signature:		Manager Review Signature (if required):	
Date/Time:		Date/Time:	
FFL:		Suppressor Serial #:	
Purchaser Name:		Purchaser Phone:	
Transfer Date/Time:		Comments:	

IF ANY REQUIRED ELEMENT ABOVE CANNOT BE VERIFIED AND DOCUMENTED, DO NOT TRANSFER THE SUPPRESSOR WITHOUT AN APPROVED FORM 4. CONTACT FFLGUARD FOR GUIDANCE.

Primary authority: Silencer Shop Foundation v. ATF, No. 6:25-CV-056-H, Dkt. 136 & 137 (N.D. Tex. Aug. 5, 2026), consolidated with Jensen v. ATF. Additional authorities: 26 U.S.C. § 5861(j); 27 C.F.R. § 479.84; ATF Form 5320.4.

**BUYER INFORMATION & CERTIFICATIONS**

Suppressors Only - No Other NFA Items

1 BUYER & SUPPRESSOR INFORMATION

Buyer Legal Name (must match valid, government issued ID)			
Buyer Phone		Buyer Email	
Buyer Address			
Seller / FFL		Transaction State	
Suppressor Information			
Manufacturer		Serial Number	
Model		Caliber	

2 BUYER ACKNOWLEDGMENTS - INITIAL EACH

Initials:	
	I understand the injunction is limited and is not a nationwide class-action exemption; it does not automatically protect every buyer, seller, or transaction.
	I certify that all identification, membership, order, customer-status, and other documents or information I provide are genuine, current, complete, and accurate.
	I understand a qualifying state alone is not sufficient; the dealer must verify a protected plaintiff, membership, commercial, or dealer-level customer nexus.
	I understand Form 4473, NICS/background-check, prohibited-person, A&D, and all other otherwise-applicable requirements remain in effect.
	I understand the injunction, court orders, ATF/DOJ guidance, federal law, or state law may later be stayed, modified, narrowed, vacated, reversed, appealed, or otherwise changed.
	I understand that if a court or government agency later imposes a lawful requirement affecting this suppressor, I am responsible for complying with any requirement that lawfully applies to me at that time.
	I understand industry groups recommend that a suppressor transferred without an approved Form 4 remain in the state in which it was purchased because the effect of the injunction on 26 U.S.C. § 5861(j) is presently unclear.
	I understand 26 U.S.C. § 5861(j) addresses interstate transport, delivery, or receipt of an NFA firearm that "has not been registered as required," and I will not treat this transfer or release as authorization for interstate movement.
	I understand I may decline this pathway, not take possession today, and ask the dealer about ordinary Form 4 processing or other lawful options.
	I understand no private checklist, waiver, dealer statement, or FFLGuard guidance binds ATF, DOJ, courts, or other governmental authorities.
	I understand the dealer may stop the transaction and require ordinary Form 4 processing if any required element cannot be verified before disposition.
	I voluntarily request review for a no-Form-4 transfer only if the dealer independently determines every required element is satisfied at the time of transfer.

BUYER RELEASE, ASSUMPTION OF RISK & HOLD HARMLESS**READ BEFORE SIGNING**

1. VOLUNTARY ELECTION. I knowingly and voluntarily request that Seller consider transferring the suppressor identified on this form without an approved ATF Form 4 only if Seller independently concludes that the transaction is presently protected by the injunction and otherwise lawful.

2. ASSUMPTION OF REGULATORY RISK. To the fullest extent permitted by law, I knowingly assume the legal, financial, and practical risks associated with accepting possession without an approved Form 4, including the risk that the injunction or its interpretation may later change or that a governmental authority may disagree that I or this transaction was protected. Potential consequences may include delay, detention, seizure, forfeiture, loss of possession or value, investigation, administrative action, civil proceedings, criminal proceedings, and attorney or other professional fees.

3. INTERSTATE TRANSPORT / POST-TRANSFER RISK. I acknowledge that FFLGuard recommends a suppressor transferred without an approved Form 4 remain in the state in which it was purchased. I understand that 26 U.S.C. § 5861(j) addresses interstate transport, delivery, or receipt of an NFA firearm that "has not been registered as required" and that the injunction's effect on that provision is presently unclear. I understand Seller is not representing that interstate movement is protected, and I accept responsibility for obtaining qualified legal advice and complying with any law that applies before transporting, delivering, shipping, or receiving this suppressor across state lines.

4. FUTURE COMPLIANCE OBLIGATIONS. I understand that the injunction, court orders, agency guidance, federal law, or state law may later change. If a court or government agency later imposes a lawful requirement affecting this suppressor, I understand that I am responsible for complying with any requirement that lawfully applies to me at that time.

5. RELEASE OF SELLER. To the fullest extent permitted by law, I release and discharge Seller and its owners, members, managers, officers, employees, agents, affiliates, successors, and assigns ("Released Parties") from claims by me for losses arising solely from my voluntary election to proceed under the no-Form-4 injunction pathway, including losses caused by a later change in law, a stay or reversal of the injunction, governmental action, a later determination that I or this transaction was not protected, or my post-transfer failure to comply with a lawful requirement. This release does not apply to fraud, willful misconduct, gross negligence, or any right, duty, or liability that cannot lawfully be waived.



6. HOLD HARMLESS / INDEMNITY FOR BUYER CONDUCT OR MISREPRESENTATION. To the fullest extent permitted by law, I agree to indemnify and hold the Released Parties harmless from third-party claims, losses, liabilities, and reasonable defense costs arising from materially false, forged, expired, misleading, or omitted information or documents I provide; concealment of facts material to eligibility; or my unlawful post-transfer possession, transfer, transport, delivery, shipment, receipt, or use of the suppressor. This paragraph does not shift to me any independent legal-compliance duty imposed on Seller.

7. NO GOVERNMENT IMMUNITY. This agreement is between me and Seller. It does not prevent ATF, DOJ, a court, a state or local agency, or any other governmental authority from investigating, enforcing, prosecuting, seizing property, or taking other action authorized by law.

8. NO GUARANTEE / NO BUYER LEGAL OPINION. Seller is making a transaction-specific compliance decision, not guaranteeing future legal treatment. I am not relying on this form as a substitute for my own legal advice. FFLGuard is not a party to this retail transaction and makes no representation to me that this specific transfer is lawful, that interstate movement is lawful, or that the transaction is immune from future challenge.

9. SEVERABILITY. If any provision is found unenforceable, the remaining provisions remain effective to the fullest extent permitted by law.

10. ENTIRE ACKNOWLEDGMENT. I have read this document, had an opportunity to ask questions before signing, understand its terms, sign it voluntarily, and certify that the information I provided on the buyer eligibility checklist is true and complete to the best of my knowledge.

Governing law / venue (dealer may complete if desired): State _____ County _____

3

SIGNATURES

FFL Name		FFL Number	
Buyer Printed Name		Dealer Employee / Witness Name	
Buyer Signature		Dealer Employee / Witness Signature	
Date / Time		Date / Time	
	Buyer Initials Confirming Voluntary Election	4473 NTN / Transaction #	

IMPORTANT

Signing this release does not require the Federal Firearms Licensee (FFL) to complete the transaction.