

1 DENNIS J. HERRERA, State Bar #139669
City Attorney
2 YVONNE R. MERÉ, State Bar #173594
Chief of Complex and Affirmative Litigation
3 VICTORIA L. WEATHERFORD, State Bar #267499
AILEEN M. MCGRATH, State Bar #280846
4 Deputy City Attorneys
1390 Market Street, 6th Fl.
5 San Francisco, California 94102-5408
Telephone: (415) 554-4236
6 Facsimile: (415) 554-3985
E-Mail: victoria.weatherford@sfgov.org
7 E-Mail: aileen.mcgrath@sfgov.org

8 Attorneys for Plaintiff
9 THE PEOPLE OF THE STATE OF CALIFORNIA
Ex rel. San Francisco City Attorney Dennis J. Herrera

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN FRANCISCO

13 UNLIMITED JURISDICTION

14 THE PEOPLE OF THE STATE OF
CALIFORNIA, ex rel. San Francisco City
15 Attorney Dennis J. Herrera,

16 Plaintiff,

17 vs.

18 BADGER MOUNTAIN SUPPLY, an
unincorporated business; 7.62 PRECISION, an
19 Alaska corporation; SHOOTERS PLUS, an
unincorporated business; L.A.K.
20 ENTERPRISES, d/b/a/ LAK SUPPLY, a
Wyoming limited liability company; MARK
21 THOMAS KUBES, d/b/a
BUYMILSURP.COM; and DOES 1 through
22 50, inclusive.

23 Defendants.

Case No. CGC-17-557010

**STIPULATED INJUNCTION AND
[PROPOSED] ORDER**

Date Action Filed: February 9, 2017

Trial Date: None set

1 Plaintiff the People of the State of California, acting by and through San Francisco City
2 Attorney Dennis J. Herrera ("Plaintiff") and defendant MARK THOMAS KUBES, d/b/a
3 BUYMILSURP.COM ("Buymilsurp.com"), having executed a Settlement Agreement, present this
4 Stipulated Injunction and accompanying Stipulated Order for Entry of Judgment to the Law and
5 Motion Department of the San Francisco Superior Court. Plaintiff and Buymilsurp.com consent to
6 entry of this Stipulated Injunction, and Plaintiff and Buymilsurp.com waive their respective rights to a
7 noticed motion, hearing, or trial. Plaintiff and Buymilsurp.com agree that this Stipulated Injunction
8 and accompanying Stipulated Order for Entry of Judgment shall be entered and become final for all
9 purposes upon entry thereof, and each party to this Stipulated Injunction and accompanying Order for
10 Entry of Judgment waives any right to appeal therefrom.

11 Plaintiff and Buymilsurp.com hereby request that this Court retain jurisdiction pursuant to
12 California Business and Professions Code sections 17203 and 17207 to enforce this Stipulated
13 Injunction.

14 **Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:**

15 1. **JURISDICTION:** This Court has jurisdiction over the subject matter of this lawsuit
16 and over Plaintiff and Buymilsurp.com to make any orders or directions as may be necessary or
17 appropriate for the construction, application or carrying out of the provisions herein. The Court issues
18 this Order pursuant to its authority under California Business and Professions Code section 17203.

19 2. **INJUNCTION.** Defendant Buymilsurp.com and its agents, officers, employees, or
20 assignees must comply with all of the following:

21 a. Buymilsurp.com will not sell large-capacity magazines, large-capacity
22 magazine repair kits, magazine extenders capable of converting a magazine into a large-capacity
23 magazine, or any type of disassembled large-capacity magazine, in whole or in part, to individuals
24 who reside in California, regardless of whether the kits or disassembled magazines are shipped in one
25 or multiple boxes. (For purposes of this Stipulated Injunction, a "large-capacity magazine" is defined
26 in California Penal Code section 16740.)

27 b. To the extent that any such representations exist, Buymilsurp.com will
28 permanently delete from its website all assertions that large-capacity magazines, large-capacity

1 magazine repair kits, and/or any type of disassembled large-capacity magazine are permissible to ship
2 to California.

3 c. Buymilsurp.com shall not include on any website page, social media page, blog
4 post, or any other media advertising any language that states or implies that large-capacity magazine
5 repair kits or any type of disassembled large-capacity magazine may be legally bought in California or
6 possessed in San Francisco, whether shipped in one or multiple containers.

7 d. Buymilsurp.com will conspicuously display on each current page of its
8 principal website promoting or selling large-capacity magazines, large-capacity magazine repair kits,
9 or any type of disassembled large-capacity magazine, a message that such products may not be
10 available to California residents.

11 e. Buymilsurp.com will refrain from selling large-capacity magazines, large-
12 capacity magazine repair kits, or any type of disassembled large-capacity magazine to persons in
13 California by: (1) preventing online purchasers from selecting "California" as a billing or shipping
14 state for any large-capacity magazine or repair kit; (2) automatically cancelling any order for a large-
15 capacity magazine or repair kit that is placed to a billing address or shipping address located in
16 California; and (3) maintaining searchable electronic records of all purchasers from California and
17 attempted purchasers from California of large-capacity magazines and repair kits, beginning on the
18 date this Injunction takes effect. (The terms of this Injunction do not give the City Attorney's Office
19 the right to access these records.) In the event Buymilsurp.com is unable, due to technical limitations,
20 to prevent California purchasers from completing an online transaction, Buymilsurp.com shall
21 manually cancel any order for a large-capacity magazine or repair kit that is placed to a billing address
22 or shipping address located in California. Buymilsurp.com shall provide a declaration made under
23 penalty of perjury detailing any sales of large-capacity magazines and repair kits made to customers
24 with a California billing or shipping address, upon request of the City Attorney's Office. The City
25 Attorney's Office shall make such a request no more frequently than once per calendar year.

26 3. **DURATION:** The terms of this Stipulated Injunction shall remain in effect for the
27 earlier of either: (1) ten years; or (2) the effective date of any change in statute that expressly permits
28 large-capacity magazines, large-capacity magazine repair kits, and/or any type of disassembled large-

1 capacity magazine or large-capacity magazine rebuild kit to be sold, imported into, and/or possessed in
2 California or San Francisco by members of the public not prohibited from owning firearms; (3) the
3 effective date of any repeal of Penal Code sections 32310 or 32311 or final judicial determination,
4 including the conclusion of any appeals, that either statute is null and void. At the expiration of the
5 term of this injunction, Plaintiff will dismiss this action with prejudice and withdraw this injunction.
6 Buymilsurp.com shall not be deemed a "prevailing party" under Code of Civil Procedure Section 1032
7 as a consequence of dismissal as herein contemplated.

8 4. Plaintiff shall take nothing further from Buymilsurp.com in connection with the
9 complaint in this matter except as provided in this Stipulated Injunction, the accompanying Stipulated
10 Order for Entry of Judgment, and as provided in the Settlement Agreement executed by Plaintiff and
11 Buymilsurp.com.

12 5. Except as otherwise provided in the Settlement Agreement and Stipulated Order for
13 Entry of Judgment, Plaintiff and Buymilsurp.com shall bear their own costs, fees, and expenses.

14 6. **ENFORCEMENT.**

15 a. In the event that it is determined by a Judge of this Court, after hearing, that
16 Defendant has violated any of the terms of this Order, Defendant may be held in contempt of court,
17 and/or may be ordered to pay additional civil penalties of up to \$6,000 per violation according to
18 Business and Professions Code section 17207.

19 b. Any fines, penalties, or other monetary relief specified in this paragraph shall be
20 in addition to any other relief, including, legal or equitable sanctions, including, but not limited to,
21 extending the term of this Injunction.



22 c. The San Francisco Superior Court expressly reserves jurisdiction to take such
23 further action as may be necessary or appropriate to carry into effect the provisions of this Injunction.

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1 **SO STIPULATED:**

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3 Dated: ~~April~~ ^{May} 11, 2017

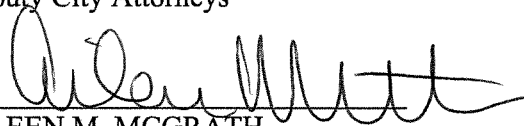

PEOPLE OF THE STATE OF CALIFORNIA

MARK THOMAS KUBES, d/b/a
BUYMILSURP.COM

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5 Dated: April 25, 2017


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9 **APPROVED AS TO FORM:**

10
11 Dated: ~~April~~ ^{May} 11, 2017

DENNIS J. HERRERA
City Attorney
YVONNE R. MERÉ
Chief of Complex and Affirmative Litigation
VICTORIA L. WEATHERFORD
AILEEN M. MCGRATH
Deputy City Attorneys

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13
14
15 By: 
16 AILEEN M. MCGRATH
17 Attorneys for Plaintiff
18 THE PEOPLE OF THE STATE OF CALIFORNIA, ex
rel. San Francisco City Attorney Dennis J. Herrera

19
20 Dated: ~~April~~ ^{May} 8, 2017

21 BUYMILSURP.COM
22 By: 
23 SEAN A. BRADY
24 Michel & Associates, P.C.
25 Attorneys for Defendant Buymilsurp.com

26 **IT IS SO ORDERED:**

27 DATED: _____

Honorable
Judge of the Superior Court