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

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 COUNTY OF SAN FRANCISCO  
 UNLIMITED JURISDICTION

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

Plaintiff,

vs.

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

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 L.A.K. ENTERPRISES d/b/a LAK SUPPLY  
3 ("LAK Supply"), having executed a Settlement Agreement, present this Stipulated Injunction and  
4 accompanying Stipulated Order for Entry of Judgment to the Law and Motion Department of the San  
5 Francisco Superior Court. Plaintiff and LAK Supply consent to entry of this Stipulated Injunction,  
6 and Plaintiff and LAK Supply waive their respective rights to a noticed motion, hearing, or trial.  
7 Plaintiff and LAK Supply agree that this Stipulated Injunction and accompanying Stipulated Order for  
8 Entry of Judgment shall be entered and become final for all purposes upon entry thereof, and each  
9 party to this Stipulated Injunction and accompanying Order for Entry of Judgment waives any right to  
10 appeal therefrom.

11 Plaintiff and LAK Supply 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 LAK Supply 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 LAK Supply and its agents, officers, employees, or  
20 assignees must comply with all of the following:

21 a. LAK Supply will not sell large-capacity magazines, large-capacity magazine  
22 repair kits, magazine extenders capable of converting a magazine into a large-capacity magazine, or  
23 any type of disassembled large-capacity magazine, in whole or in part, to individuals who reside in  
24 California, regardless of whether the kits or disassembled magazines are shipped in one or multiple  
25 boxes. (For purposes of this Stipulated Injunction, a "large-capacity magazine" is one with a capacity  
26 of ten rounds or more.)  
27  
28

1           b.       LAK Supply will permanently delete from its website all assertions that large-  
2 capacity magazines and/or “hi cap magazine orders” will be “converted into compliant mag parts kits  
3 when you place your order” to a “ban state” such as California.

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

8           d.       LAK Supply will conspicuously display on each website page, social media  
9 post, or any other media advertising, promoting, or selling large-capacity magazines, large-capacity  
10 magazine repair kits, or any type of disassembled large-capacity magazine that: “under California law,  
11 it is illegal for individuals in the state to buy large-capacity magazines, large-capacity magazine  
12 ‘repair’ or ‘rebuild’ kits, and disassembled large-capacity magazines. Under San Francisco law, it is  
13 illegal for individuals in the city to possess these items. As of July 1, 2017, it will be illegal for  
14 individuals anywhere in the State of California to possess these items. Limited exceptions may  
15 apply.”

16           e.       LAK Supply will refrain from selling large-capacity magazines, large-capacity  
17 magazine repair kits, or any type of disassembled large-capacity magazine to persons in California by:  
18 (1) preventing online purchasers from selecting “California” as a billing or shipping state for any  
19 large-capacity magazine or repair kit; and (2) automatically cancelling any order for a large-capacity  
20 magazine or repair kit that is placed to a billing address or shipping address located in California.  
21 LAK Supply shall provide a declaration made under penalty of perjury detailing any sales of large-  
22 capacity magazines and repair kits made to customers with a California billing or shipping address,  
23 upon request of the City Attorney’s Office. The City Attorney’s Office shall make such a request no  
24 more frequently than once per calendar year.

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

1 California or San Francisco by members of the public not prohibited from owning firearms. At the  
2 expiration of the term of this injunction, Plaintiff will dismiss this action with prejudice and withdraw  
3 this injunction. LAK Supply shall not be deemed a "prevailing party" under Code of Civil Procedure  
4 Section 1032 as a consequence of dismissal as herein contemplated.

5 4. Plaintiff shall take nothing further from LAK Supply in connection with the complaint  
6 in this matter except as provided in this Stipulated Injunction, the accompanying Stipulated Order for  
7 Entry of Judgment, and as provided in the Settlement Agreement executed by Plaintiff and LAK  
8 Supply.

9 5. Except as otherwise provided in the Settlement Agreement and Stipulated Order for  
10 Entry of Judgment, Plaintiff and LAK Supply shall bear their own costs, fees, and expenses.

11  
12 **SO STIPULATED:**

13  
14 Dated: May 11, 2017

  
PEOPLE OF THE STATE OF CALIFORNIA

15  
16 Dated: May 7, 2017

  
LAK SUPPLY

17  
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19 **APPROVED AS TO FORM:**

20  
21 Dated: May 11, 2017

DENNIS J. HERRERA  
City Attorney  
YVONNE R. MERÉ  
Chief of Complex and Affirmative Litigation  
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Deputy City Attorneys


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26 By: 

AILEEN M. MCGRATH  
Attorneys for Plaintiff  
THE PEOPLE OF THE STATE OF CALIFORNIA, ex  
rel. San Francisco City Attorney Dennis J. Herrera

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Dated: May 7, 2017

LAK SUPPLY

By:   
LANCE A. KLEIDERLEIN

**IT IS SO ORDERED:**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Honorable  
Judge of the Superior Court