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

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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
22 BUYMILSURP.COM; and DOES 1 through
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 SHOOTERS PLUS, having executed a
3 Settlement Agreement, present this Stipulated Injunction and accompanying Stipulated Order for
4 Entry of Judgment to the Law and Motion Department of the San Francisco Superior Court. Plaintiff
5 and Shooters Plus consent to entry of this Stipulated Injunction, and Plaintiff and Shooters Plus waive
6 their respective rights to a noticed motion, hearing, or trial. Plaintiff and Shooters Plus agree that this
7 Stipulated Injunction and accompanying Stipulated Order for Entry of Judgment shall be entered and
8 become final for all purposes upon entry thereof, and each party to this Stipulated Injunction and
9 accompanying Order for Entry of Judgment waives any right to appeal therefrom.

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

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

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

18 2. **INJUNCTION.** Defendant Shooters Plus and its agents, officers, employees, or
19 assignees must comply with all of the following:

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

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

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

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

11 e. Shooters Plus will refrain from selling large-capacity magazines, large-capacity
12 magazine repair kits, or any type of disassembled large-capacity magazine to persons in California by:
13 (1) preventing online purchasers from selecting "California" as a billing or shipping state for any
14 large-capacity magazine or repair kit; (2) automatically cancelling any order for a large-capacity
15 magazine or repair kit that is placed to a billing address or shipping address located in California; and
16 (3) maintaining searchable electronic records of all purchasers from California and attempted
17 purchasers from California of large-capacity magazines and repair kits, beginning on the date this
18 Injunction takes effect. (The terms of this Injunction do not give the City Attorney's Office the right
19 to access these records.) In the event Shooters Plus is unable, due to technical limitations, to prevent
20 California purchasers from completing an online transaction, Shooters Plus shall manually cancel any
21 order for a large-capacity magazine or repair kit that is placed to a billing address or shipping address
22 located in California. Shooters Plus shall provide a declaration made under penalty of perjury
23 detailing any sales of large-capacity magazines and repair kits made to customers with a California
24 billing or shipping address, upon request of the City Attorney's Office. The City Attorney's Office
25 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 Shooters Plus shall not be deemed a "prevailing party" under Code of Civil Procedure Section 1032 as
7 a consequence of dismissal as herein contemplated.

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

12 5. Except as otherwise provided in the Settlement Agreement and Stipulated Order for
13 Entry of Judgment, Plaintiff and Shooters Plus 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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25 [THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

1 **SO STIPULATED:**

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


PEOPLE OF THE STATE OF CALIFORNIA

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5 Dated: April 27, 2017


SHOOTERS PLUS

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7
8 **APPROVED AS TO FORM:**

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10 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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15 By: 

AILEEN M. MCGRATH

Attorneys for Plaintiff

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

16
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18
19 Dated: ~~April~~ ^{May} 8, 2017

SHOOTERS PLUS

20 By: 

SEAN A. BRADY

Michel & Associates, P.C.

Attorneys for Defendant Shooters Plus

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22
23 **IT IS SO ORDERED:**

24
25 DATED: _____

Honorable
Judge of the Superior Court