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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
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 Badger Mountain Supply, 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 Badger Mountain Supply consent to entry of this Stipulated Injunction, and Plaintiff and Badger
6 Mountain Supply waive their respective rights to a noticed motion, hearing, or trial. Plaintiff and
7 Badger Mountain 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 Badger Mountain Supply hereby request that this Court retain jurisdiction
12 pursuant to California Business and Professions Code sections 17203 and 17207 to enforce this
13 Stipulated 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 Badger Mountain Supply to make any orders or directions as may be necessary
17 or appropriate for the construction, application or carrying out of the provisions herein. The Court
18 issues this Order pursuant to its authority under California Business and Professions Code section
19 17203.

20 2. **INJUNCTION.** Defendant Badger Mountain Supply and its agents, officers,
21 employees, or assignees must comply with all of the following:

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

1 b. To the extent that any such representations exist, Badger Mountain Supply will
2 permanently delete from its website all assertions that large-capacity magazines, large-capacity
3 magazine repair kits, and/or any type of disassembled large-capacity magazine or large-capacity
4 magazine rebuild kits are permissible to ship to California.

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

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

17 e. Badger Mountain Supply will refrain from selling large-capacity magazines,
18 large-capacity magazine repair kits, or any type of disassembled large-capacity magazine to persons in
19 California by: (1) preventing online purchasers from selecting “California” as a billing or shipping
20 state for any large-capacity magazine or repair kit; (2) automatically cancelling any order for a large-
21 capacity magazine or repair kit that is placed to a billing address or shipping address located in
22 California; and (3) maintaining searchable electronic records of all purchasers from California and
23 attempted purchasers from California of large-capacity magazines and repair kits.

24 3. **DURATION:** The terms of this Stipulated Injunction shall remain in effect for the
25 earlier of either: (1) ten years; or (2) the effective date of any change in statute that expressly permits
26 large-capacity magazines, large-capacity magazine repair kits, and/or any type of disassembled large-
27 capacity magazine or large-capacity magazine rebuild kit to be sold, imported into, and/or possessed in
28 California or San Francisco by members of the public not prohibited from owning firearms. At the

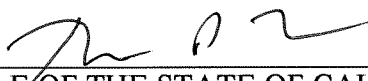
1 expiration of the term of this injunction, Plaintiff will dismiss this action with prejudice and withdraw
2 this injunction. Badger Mountain Supply shall not be deemed a "prevailing party" under Code of
3 Civil Procedure Section 1032 as a consequence of dismissal as herein contemplated.

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

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

11
12 **SO STIPULATED:**

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14 Dated: April 19, 2017


PEOPLE OF THE STATE OF CALIFORNIA

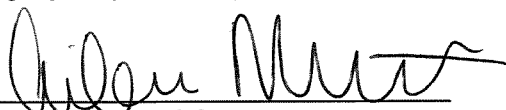
15
16 Dated: April 14, 2017


BADGER MOUNTAIN SUPPLY

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19 **APPROVED AS TO FORM:**

20 Dated: April 21, 2017

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25 By: 
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Attorneys for Plaintiff
THE PEOPLE OF THE STATE OF CALIFORNIA, ex
26 rel. San Francisco City Attorney Dennis J. Herrera
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Dated: April 18, 2017

BADGER MOUNTAIN SUPPLY
By: Laraine Burrell
LARAIN M. BURRELL, CA BAR # 242232 *for*
SALLY F. WHITE
Jeffers, Danielson, Sonn & Aylward, P.S.
Attorneys for Defendant Badger Mountain Supply

IT IS SO ORDERED:

DATED: _____

Honorable
Judge of the Superior Court