



FILED
San Francisco County Superior Court

APR 24 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

THE PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiffs,

v.

BLACKHAWK MANUFACTURING GROUP INC.; GS PERFORMANCE LLC; and MDX CORPORATION,

Defendants

CASE NO. CGC-21-594577

[PROPOSED] FINAL JUDGMENT AND INJUNCTION AS TO DEFENDANT BLACKHAWK MANUFACTURING GROUP INC.

1 The People of the State of California (“People” or “Plaintiff”), through its attorney, Rob
2 Bonta, Attorney General of the State of California, by Deputy Attorneys General Vesna Cuk,
3 Rose C. Goldberg, Colleen Fewer, Brendan Ruddy and Timothy E. Sullivan, and Brooke Jenkins,
4 District Attorney of San Francisco, by Managing Assistant District Attorney Daniel Amador and
5 Assistant District Attorney Matthew Beltramo, and pro bono counsel Brook Dooley, Travis Silva
6 and Neha Sabharwal of Kecker, Van Nest and Peters, LLP, and Esther Sanchez-Gomez and
7 William T. Clark of the Giffords Law Center to Prevent Gun Violence, and Defendant Blackhawk
8 Manufacturing Group, Inc., (“Defendant” or “Blackhawk”) appearing through its attorneys,
9 Michael Reynolds, V.R. Bohman, and Cameron Schlagel of Snell & Wilmer, LLP, having
10 stipulated and consented to the entry of this Final Judgment and Injunction as to Defendant
11 Blackhawk Manufacturing Group, Inc. (“Judgment”) by the Court without the taking of proof and
12 without trial or adjudication of any fact or law, without this Judgment constituting evidence of,
13 and without Defendants admitting, any issue of law or fact alleged in the First Amended
14 Complaint, and without the Court making any affirmative findings of fact or conclusions of law,
15 with all parties having waived their right to appeal, and the Court having considered the matter
16 and good cause appearing:

17 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

18 **PARTIES AND JURISDICTION**

- 19 1. Plaintiff is the People of the State of California.
- 20 2. Defendant Blackhawk Manufacturing Group Inc. (“Blackhawk” or “Defendant”) is
21 a California corporation with its principal executive offices in Fort Worth, Texas.
- 22 3. This Court has jurisdiction over the allegations and subject matter of the People’s
23 First Amended Complaint and the parties to this action; venue is proper in this Court; and this
24 Court has jurisdiction to enter this Judgment.
- 25 4. Defendant, at all relevant times, either directly or through its affiliates, has
26 transacted business in the State of California, including but not limited to, the City and County of
27 San Francisco.

1 **INJUNCTION**

2 7. The injunctive provisions of this Judgment shall become effective immediately
3 upon entry of this Judgment and shall apply to Defendant as well as its successors and any assigns
4 of all or substantially all of the assets of its business, including its directors, officers, employees,
5 agents, independent contractors, and representatives for acts taken on behalf of Defendant or its
6 successors or assigns within the scope of their employment or other agency.

7 8. For the avoidance of doubt, nothing in this Judgment:

8 A. Prohibits or otherwise restrains Defendant from: (i) engaging in advertising
9 that is not specifically targeted at residents of the State of California, including emails or
10 other communications that are distributed nationally without regard to residence or are
11 otherwise viewable by residents of multiple states, provided that, to the extent said
12 advertisements are sent to consumers in the State of California, they do not violate
13 paragraphs 9.C and 9.D below; or (ii) engaging in lawful conduct or speech.

14 B. Relieves Defendant of the obligations to comply with all federal, state, and
15 local laws, regulations, or rules, nor shall any of the provisions herein be deemed to be
16 permission to engage in any acts or practices prohibited by such laws, regulations, or
17 rules.

18 9. Defendant shall be and hereby is enjoined and restrained, under Business and
19 Professions Code section 17203 and 17535, from violating the PREDICATE STATUTES by:

20 A. Making or manufacturing unserialized FIREARM PRECURSOR PARTS
21 in California;

22 B. Selling, offering to sell, or transferring ownership of any unserialized
23 FIREARM PRECURSOR PARTS in or into the State of California;

24 C. Expressly stating that it is legal to purchase, sell, offer to sell, own, or
25 transfer ownership of any unserialized FIREARM PRECURSOR PARTS in the State of
26 California; and

1 D. Expressly stating that in the State of California it is legal for a person to
2 manufacture or assemble a functioning frame or receiver from an unserialized FIREARM
3 PRECURSOR PART, or to manufacture or assemble a functioning firearm from an
4 unserialized FIREARM PRECURSOR PART.

5 **COMPLIANCE**

6 10. For so long as California law prohibits the sale and purchase of unserialized
7 FIREARM PRECURSOR PARTS in the State of California, Defendant shall take all reasonable
8 measures to ensure that no website operated by Defendant can accept orders for unserialized
9 FIREARM PRECURSOR PARTS for shipment to California.

10 11. The following compliance provisions in paragraphs 12 through 14 of this
11 Judgment shall apply for five (5) years following entry of Judgment.

12 12. Defendant shall display on each webpage on which Defendant sells any
13 unserialized FIREARM PRECURSOR PART that is marketed to the public, in CLEAR AND
14 CONSPICUOUS text in proximity to the product listing, the following statement: *Under*
15 *California law, this product is or contains an unserialized "firearm precursor part" and cannot*
16 *be sold into the State of California. [Defendant's name] cannot accept any orders of this product*
17 *for shipment to the State of California, or to any customer who is a resident of the State of*
18 *California.*

19 13. Following entry of this Judgment, Defendant shall prepare compliance training
20 materials that identify the terms of this Judgment with which Defendant must comply, including
21 at minimum the following statements:

22 A. *Under California law, unserialized FIREARM PRECURSOR PARTS,*
23 *including 80% Frame and Receiver products, and PARTS KITS, cannot be sold into the*
24 *State of California. [Defendant's name] cannot accept any orders of unserialized*
25 *FIREARM PRECURSOR PARTS or PARTS KITS for shipment to the State of California;*
26 and

27 B. *Under California law, unserialized FIREARM PRECURSOR PARTS,*
28

1 including 80% Frame and Receiver products and PARTS KITS, cannot be sold into the
2 State of California. [Defendant's name], including any employee or agent of [Defendant's
3 name], cannot provide customer support related to the completion or assembly of a
4 firearm using any unserialized FIREARM PRECURSOR PART or unserialized PARTS
5 KITS, to any person known to be a resident of California based on the express
6 representations of the person or the person's shipping address.

7 14. Thereafter, Defendant shall provide the compliance training materials described in
8 Paragraph 13 to each of its current officers and directors and to any other employee whose
9 responsibilities include the customer service, sale and marketing of FIREARM PRECURSOR
10 PARTS or PARTS KITS, and to any person subsequently hired into any of these positions. For a
11 period of five (5) years following entry of Judgment, Defendant shall retain records of having
12 provided the compliance training materials referenced herein.

13 15. For the five (5) years following entry of Judgment, and no more than once
14 annually for a total of five (5) possible reports, Defendant shall provide, within thirty (30) days of
15 receiving a written request by either the Attorney General's Office or the San Francisco District
16 Attorney's Office, reports containing the following:

17 A. A certification, under penalty of perjury, that Defendant provided the
18 required trainings to the employees as described herein during the preceding twelve (12)
19 months;

20 B. A certification, under penalty of perjury, that Defendant has not engaged in
21 any conduct enjoined in Paragraph 9 above during the preceding twelve (12) months.

22 **MONETARY PROVISIONS**

23 16. Pursuant to Business & Professions Code section 17206, Defendant Blackhawk
24 Manufacturing Group, Inc., shall pay civil penalties in the amount of five hundred thousand
25 dollars (\$500,000), to be divided by Plaintiffs in equal amounts between the California Attorney
26 General and the District Attorney of San Francisco. Said payment shall be made pursuant to the
27 following schedule:

1 Vesna Cuk
2 Deputy Attorneys General
3 455 Golden Gate Ave., Ste. 11000
4 San Francisco, CA 94102
5 Brendan.Ruddy@doj.ca.gov
6 Rose.Goldberg@doj.ca.gov
7 Vesna.Cuk@doj.ca.gov

8 and

9 San Francisco District Attorney's Office
10 Matthew Beltramo
11 Assistant District Attorney
12 350 Rhode Island Street
13 North Building, Suite 400N
14 San Francisco CA 94103
15 Matthew.Beltramo@sfgov.org

16 For Defendant Blackhawk Manufacturing Group, Inc.:

17 Daniel Lifschitz
18 President
19 Blackhawk Manufacturing Group, Inc.
20 309 Palette Dr.,
21 Fort Worth, TX 76140
22 daniel@bmgproducts.com

23 V.R. Bohman
24 SNELL & WILMER, LLP
25 3883 Howard Hughes Pkwy.
26 Suite 1100
27 Las Vegas, NV 86169
28 vbohman@swlaw.com

19 Any party may designate a different individual to receive the notices required to be sent by
20 sending written notice to the other party identifying that individual by name and/or title and
21 mailing address.


22 19. This Court retains jurisdiction of this Judgment and the parties, including pursuant
23 to California Code of Civil Procedure section 664.6, for the purpose of enabling any party to the
24 Judgment to apply to the Court at any time for such further orders and directions as may be
25 necessary or appropriate for the construction or the carrying out of this Judgment, for the
26 modification of any of the injunction and compliance provisions hereof, for enforcement of
27 compliance herewith, and for the punishment of violations hereof, if any. A party may seek

1 modification of the injunction and compliance provisions on the basis of changed circumstances.
2 The parties agree that changed circumstances include changes in the law such as changes in
3 applicable: (i) state or federal case law (including rulings on the constitutionality of applicable
4 statutes) from (a) an appellate or supreme court, or (b) as shown in a final trial court judgment to
5 which defendants here are parties; (ii) state or federal statutes; or (iii) applicable regulations such
6 as those promulgated by the ATF. If a party seeks modification, the parties agree that time is of
7 the essence in having a hearing at the earliest opportunity consistent with the court's calendar,
8 and the parties anticipate a hearing within the time for ordinarily noticed motions.

9 20. The clerk is ordered to enter this Judgment forthwith.

10 ORDERED AND ADJUDGED at San Francisco, California.

11
12 DATED: April 23, 2024


HON. ANNE-CHRISTINE MASSULLO
JUDGE OF THE SUPERIOR COURT
COUNTY OF SAN FRANCISCO

**PEOPLE OF THE STATE OF CALIFORNIA
vs. BLACKHAWK MANUFACTURING
GROUP INC., et al.**

Case No: CGC-21-594577

CERTIFICATE OF ELECTRONIC SERVICE
(CCP §1010.6 & CRC §2.251)

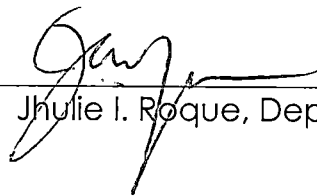
I, Jhulie I. Roque, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am over the age of 18 years, employed in the City and County of San Francisco, California and am not a party to the within action.

On April 24, 2024, I electronically served the attached **FINAL JUDGMENT AND INJUNCTION AS TO DEFENDANT BLACKHAWK MANUFACTURING GROUP INC.** via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: April 24, 2024

Brandon Riley, Clerk

By: _____



Jhulie I. Roque, Deputy Clerk