



**FILED**  
San Francisco County Superior Court

JUN 04 2024

CLERK OF THE COURT  
BY: *Rochelle H. Valenzuela*  
Deputy Clerk

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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

*Assigned for all purposes to the Honorable Anne-Christine Massullo, Dept. 206*

**CASE NO. CGC-21-594577**

**[PROPOSED] FINAL JUDGMENT AND INJUNCTION AS TO DEFENDANTS GS PERFORMANCE, LLC and MDX CORPORATION**

Action Filed: August 18, 2021

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 Defendants GS  
8 Performance, LLC and MDX Corporation (“Defendants”) appearing collectively through their  
9 attorney, Sean A. Brady of Michel & Associates, P.C., having stipulated and consented to the  
10 entry of this Final Judgment and Injunction as to Defendants GS Performance, LLC and MDX  
11 Corporation (“Judgment”) by the Court without the taking of proof and without trial or  
12 adjudication of any fact or law, without this Judgment constituting evidence of, and without  
13 Defendants admitting, any issue of law or fact alleged in the First Amended Complaint, and  
14 without the Court making any affirmative findings of fact or conclusions of law, with all parties  
15 having waived their right to appeal, and the Court having considered the matter and good cause  
16 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 GS Performance, LLC is a Tennessee corporation with its principal  
21 executive offices in Nashville, Tennessee. Defendant MDX Corporation is a California  
22 corporation with its principal place of business in Riverside, California.
- 23 3. This Court has jurisdiction over the allegations and subject matter of the People’s  
24 First Amended Complaint and the parties to this action; venue is proper in this Court; and this  
25 Court has jurisdiction to enter this Judgment.
- 26 4. Defendants, at all relevant times, either directly or through affiliates, have  
27 transacted business in the State of California, including but not limited to, the City and County of  
28

1 San Francisco.

2 5. This Judgment is entered pursuant to and subject to Business and Professions Code  
3 section 17200 et seq., and Business and Professions Code section 17500 et seq.

4 **DEFINITIONS**

5 6. The following definitions shall apply for purposes of this Judgment:

6 A. "CLEAR AND CONSPICUOUS" means "in larger type than the  
7 surrounding text, or in contrasting type, font, or color to the surrounding text of the same  
8 size, or set off from the surrounding text of the same size by symbols or other marks, in a  
9 manner that clearly calls attention to the language," which is the same definition presently  
10 set forth in California Business and Professions Code section 17601, subdivision (c).

11 B. "FIREARM PRECURSOR PART" means "any forging, casting, printing,  
12 extrusion, machined body or similar article that has reached a stage in manufacture where  
13 it may readily be completed, assembled or converted to be used as the frame or receiver of  
14 a functional firearm, or that is marketed or sold to the public to become or be used as the  
15 frame or receiver of a functional firearm once completed, assembled or converted," which  
16 is the same definition presently set forth in California Penal Code section 16531,  
17 subdivision (a).

18 C. "PARTS KIT" or "PARTS KITS" mean (a) a FIREARM PRECURSOR  
19 PART or (b) a set of compatible firearm parts or tools that includes a FIREARM  
20 PRECURSOR PART, that is/are designed, marketed, held out, or sold to be completed,  
21 assembled, or otherwise converted by a consumer to expel a projectile by the action of an  
22 explosive. A PARTS KIT may consist of products sold together, or separately, provided  
23 that less than thirty (30) days has elapsed between the transactions.

24 D. "PREDICATE STATUTES" refers, collectively, to: (a) the federal Gun  
25 Control Act of 1968, 18 U.S.C. §§ 921–934; (b) California's Assembly of Firearms Law,  
26 Cal. Penal Code §§ 29180–29185; (c) California's Unsafe Handgun Act, *id.* §§ 31500–  
27 32110; and (d) California's Manufacture of Firearms Law, *id.* §§ 29010–29150.

1 **INJUNCTION**

2 7. The injunctive provisions of this Judgment shall become effective immediately  
3 upon entry of this Judgment and shall apply to Defendants as well as their successors and any  
4 assigns of all or substantially all of the assets of its business, including their directors, officers,  
5 employees, agents, independent contractors, and representatives for acts taken on behalf of  
6 Defendants or their 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 Defendants from: (i) engaging in  
9 advertising that is not specifically targeted at residents of the State of California, including  
10 emails or other communications that are distributed nationally without regard to residence  
11 or are 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 (D) below; or (ii) engaging in lawful conduct or speech.

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

18 9. Defendants 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, Defendants shall take all reasonable  
8 measures to ensure that no website operated by either Defendant can accept orders for  
9 unserialized 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. Defendants shall display on each webpage on which Defendants sell 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, Defendants shall prepare compliance training  
20 materials that identify the terms of this Judgment with which Defendants 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,*  
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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, Defendants shall provide the compliance training materials described  
8 in 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, Defendants 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, Defendants shall provide, within thirty (30) days  
15 of receiving a written request by either the Attorney General's Office or the San Francisco  
16 District Attorney's Office, reports containing the following:

17 A. A certification, under penalty of perjury, that Defendants 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 Defendants have not engaged  
21 in 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 GS  
24 Performance, LLC shall pay civil penalties in the amount of one hundred and twenty thousand  
25 dollars (\$120,000), and Defendant MDX Corporation shall pay civil penalties in the amount of  
26 fifty-five thousand dollars (\$55,000), to be divided by Plaintiffs in equal amounts between the  
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1 California Attorney General and the District Attorney of San Francisco. Said payments shall be  
2 made pursuant to the following schedule:

3 A. Payment of at least \$24,000 from GS Performance, LLC and \$11,000 from  
4 MDX Corporation within 365 calendar days of the date of entry of this Final Judgment,  
5 the first \$6,000 of which from GS Performance, LLC and \$3,000 of which from MDX  
6 Corporation shall be paid within 60 calendar days, all payments to be made via wire  
7 transfer to the California Attorney General using wiring information provided by that  
8 agency on or before the date of entry of judgment. Payment of at least \$24,000 from GS  
9 Performance, LLC and \$11,000 from MDX Corporation shall be made pursuant to the  
10 wiring instructions provided no later than the end of each subsequent 365-day period until  
11 the full amount is paid.

12 B. Subject to paragraph 16.C. below, interest shall not accrue if all required  
13 payments are timely initiated by a Defendant, and no penalty shall attach for early  
14 payment which a Defendant may elect in its sole discretion.

15 C. In the event a Defendant fails to timely initiate any of its respective  
16 payments set forth above, the total amount remaining unpaid under this Final Judgment  
17 shall immediately become due and owing, and interest shall begin to accrue on that unpaid  
18 amount.

### 19 RELEASE PROVISIONS

20 17. Upon full and complete performance of the monetary provisions set forth in  
21 paragraph 16, the California Attorney General and San Francisco District Attorney release  
22 Defendants, and their parents, subsidiaries, affiliates, predecessors, and successors, (the  
23 "Released Parties") from all civil claims, causes of action, damages, restitution, fines, costs,  
24 attorney's fees, and penalties that the California Attorney General and/or San Francisco District  
25 Attorney have or could have asserted against the Released Parties arising from the conduct  
26 alleged in the People's First Amended Complaint up to and including May 29, 2024.

1 **ADDITIONAL PROVISIONS**

2 18. Any notices that must be sent to Plaintiff or Defendants under, or any  
3 correspondence sent in relation to this Judgment shall be sent by both a nationally recognized  
4 overnight courier service and by email to the named persons at the following addresses:

5 For Plaintiff the People of the State of California:

6 Consumer Protection Section  
7 California Department of Justice  
8 Brendan Ruddy  
9 Rose Carmen Goldberg  
10 Vesna Cuk  
11 Deputy Attorneys General  
12 455 Golden Gate Ave., Ste. 11000  
13 San Francisco, CA 94102  
14 Brendan.Ruddy@doj.ca.gov  
15 Rose.Goldberg@doj.ca.gov  
16 Vesna.Cuk@doj.ca.gov

17 and

18 San Francisco District Attorney's Office  
19 Matthew Beltramo  
20 Assistant District Attorney  
21 350 Rhode Island Street  
22 North Building, Suite 400N  
23 San Francisco CA 94103  
24 Matthew.Beltramo@sfgov.org

25 For Defendant GS Performance, LLC:

26 Lenny Magill  
27 1930 Air Lane Dr.  
28 Nashville, TN 37210  
lennymagill@hotmail.com

Sean A. Brady  
MICHEL & ASSOCIATES P.C.  
180 E. Ocean Blvd., Suite 200  
Long Beach, CA 90802  
sbrady@michellawyers.com



1            For Defendant MDX Corporation:

2            Henrix De Leon  
3            11404 Arizona Ave  
4            Riverside, CA 92503  
5            info@mdxarms.com

6            Sean A. Brady  
7            MICHEL & ASSOCIATES P.C.  
8            180 E. Ocean Blvd., Suite 200  
9            Long Beach, CA 90802  
10           sbrady@michellawyers.com

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

14           19.      This Court retains jurisdiction of this Judgment and the parties, including pursuant  
15           to California Code of Civil Procedure section 664.6, for the purpose of enabling any party to the  
16           Judgment to apply to the Court at any time for such further orders and directions as may be  
17           necessary or appropriate for the construction or the carrying out of this Judgment, for the  
18           modification of any of the injunction and compliance provisions hereof, for enforcement of  
19           compliance herewith, and for the punishment of violations hereof, if any. A party may seek  
20           modification of the injunction and compliance provisions on the basis of changed circumstances.  
21           The parties agree that changed circumstances include changes in the law such as changes in  
22           applicable: (i) state or federal case law (including rulings on the constitutionality of applicable  
23           statutes) from (a) an appellate or supreme court, or (b) as shown in a final trial court judgment to  
24           which defendants here are parties; (ii) state or federal statutes; or (iii) applicable regulations such  
25           as those promulgated by the ATF. If a party seeks modification, the parties agree that time is of  
26           the essence in having a hearing at the earliest opportunity consistent with the court's calendar,  
27           and the parties anticipate a hearing within the time for ordinarily noticed motions.

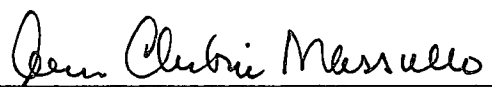
28           ~~20. The clerk is ordered to enter this Judgment forthwith.~~      *Acu 6/1/2024*

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

ORDERED AND ADJUDGED at San Francisco, California.

DATED: June 4, 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
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**CERTIFICATE OF ELECTRONIC SERVICE**  
(CCP §1010.6 & CRC §2.251)

I, Rochelle F. Veluz, 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 June 4, 2024, I electronically served **Final Judgment and Injunction as to Defendants GS Performance, LLC and MDX Corporation** via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: June 4, 2024

Brandon Riley, Clerk

By:



\_\_\_\_\_  
Rochelle F. Veluz, Deputy Clerk