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16 Filing Fees Exempt (Gov. Code § 6103)

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18 SUPERIOR COURT OF THE STATE OF CALIFORNIA

19 IN AND FOR THE COUNTY OF SAN FRANCISCO

20 PEOPLE OF THE STATE OF
CALIFORNIA,

21 Plaintiff,

22 v.

23 BLACKHAWK MANUFACTURING
24 GROUP INC.; GS PERFORMANCE, LLC;
25 MDX CORPORATION; and DOES 1-25,

26 Defendants.

Case No. CGC-21-594577

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY INJUNCTION**

Date Filed: August 18, 2021

Trial Date: Not yet set

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1 The motion of Plaintiff, the People of the State of California (“People” or “Plaintiff”), for
2 a preliminary injunction came up for hearing by the Court on July 8, 2022, in Department 306 by
3 noticed motion. All parties were represented by counsel.

4 On proof made to the Court’s satisfaction, and good cause appearing:

5 IT IS ORDERED that, pursuant to Business and Professions Code sections 17203 and
6 17535, defendants, BLACKHAWK MANUFACTURING GROUP INC. (“Blackhawk”), GS
7 PERFORMANCE, LLC (“GS Performance”), and MDX CORPORATION (“MDX Arms”)
8 (collectively, “Defendants”), and their agents, employees, officers, representatives, successors,
9 partners, assigns, and those acting in concert or in participation with them, whether acting directly
10 or through any corporation, subsidiary, division, or other device, shall comply with the injunctive
11 provisions set forth in paragraphs 1-8.

12 **I. DEFINITIONS**

13 1. As used in this Order, the following words or terms shall have the following
14 meanings:

- 15 a) “Blank” refers to a Frame Blank or a Receiver Blank.
- 16 b) “Parts Kit” refers to a set of parts, whether sold together as a single product or sold
17 as separate products, that includes a Blank and that is designed to or may readily
18 be completed, assembled, restored, or otherwise converted to a fully functional
19 firearm.
- 20 c) “California Consumers” refers to individuals who are (i) known to reside in
21 California, (ii) have a billing address in California, or (iii) have a shipping address
22 in California.
- 23 d) “Unlicensed Individual” or refers to an individual who does not have a valid
24 Federal Firearms License.
- 25 e) “Frame” refers to the primary structural component of a handgun to which other
26 components are attached, including, but not limited to, what is commonly referred
27 to as a “Lower” or a “Fire Control Unit.”
- 28

- 1 f) “Frame Blank” refers to an unfinished Frame, including, but not limited to, what is
2 commonly referred to as an “80% Lower” and an “80%” Fire Control Unit.
- 3 g) “Jig” refers to a machining template that is used to convert a Blank into a Frame or
4 Receiver.
- 5 h) “Receiver” refers to the primary structural component of a rifle to which other
6 components are attached.
- 7 i) “Receiver Blank” refers to an unfinished Receiver, including, but not limited to,
8 what is commonly referred to as an “80% Lower.”

9 **II. INJUNCTIVE RELIEF**

10 2. Nothing in this Order alters the requirements of federal or state law to the extent
11 they offer greater protection to consumers or the public.

12 3. Defendants Blackhawk, GS Performance, and MDX Arms (“Defendants”) shall
13 comply with all applicable California and federal laws and regulations, including: California
14 Business and Professions Code §§ 17200 *et seq.* (the Unfair Competition Law or “UCL”), 17500
15 *et seq.* (the False Advertising Law or “FAL”); Gun Control Act, 18 U.S.C. §§ 921-931; the
16 California Assembly of Firearms Law, Penal Code §§ 29180-29184; and the California Unsafe
17 Handgun Act, Penal Code §§ 31900-32110. This compliance shall include but not be limited to
18 the following injunctive terms.

19 4. Defendants are enjoined from engaging in unlawful and unfair business practices
20 by violating the Gun Control Act, 18 U.S.C. §§ 921–931, including by importing, manufacturing,
21 selling, dealing, shipping, transporting, or receiving in California or to California Consumers any
22 Parts Kit without doing, at minimum, all of the following:

- 23 a. Maintaining a Federal Firearms License or Licenses, as required by
24 §§ 922(a)(1)(A), 923 *et seq.*;
- 25 b. Ensuring that all Blanks bear unique serial numbers, as required by § 923(i); and
- 26 c. Maintaining complete records regarding the importation, production, shipment,
27 receipt, sale, or other disposition of all Blanks as required by §§ 922(b)(5),
28 923(g)(1)(A), and 27 C.F.R. § 478.11.

1 5. Defendants are further enjoined from engaging in unlawful, unfair, and fraudulent
2 business practices by violating the Gun Control Act, 18 U.S.C. §§ 921–931, including by selling,
3 transferring, or delivering any Parts Kit to an Unlicensed Individual in California or to an
4 Unlicensed California Consumer without doing all of the following prior to the sale, transfer, or
5 delivery, or otherwise ensuring that a federally licensed firearms dealer in California processes
6 the sale, transfer, or delivery and does all of the following prior to the sale, transfer, or delivery:

- 7 a. Requiring the transferee to complete and submit the federal Bureau of Alcohol,
8 Tobacco, Firearms and Explosives’ (“ATF”) Form 4473;
- 9 b. Requiring the transferee to complete and submit screening questions for firearm-
10 ownership eligibility, as required by § 922(b)(1)–(5), (d), (n);
- 11 c. Conducting a background check on the transferee through a federal- and
12 California-approved background-check system;
- 13 d. Reviewing and confirming the transferee’s eligibility to possess and receive
14 firearms after receipt of the transferee’s screening materials;
- 15 e. Maintaining complete records regarding the importation, production, shipment,
16 receipt, sale, or other disposition of all Parts Kits, as required by §§ 922(b)(5),
17 923(g)(1)(A), and 27 C.F.R. § 478.11;
- 18 f. Ensuring in-person delivery of all Parts Kits, as required by 18 U.S.C. § 922(c);
19 and,
- 20 g. Ensuring that all handguns are delivered to transferees with a secure gun storage or
21 safety device, as required by 18 U.S.C. § 922(z)(1).

22 6. Defendants are enjoined from engaging in unlawful and unfair business practices
23 by violating, and/or aiding and abetting the violation of, California’s Assembly of Firearms Law,
24 Penal Code §§ 29180–29184, including by selling, transferring, or delivering in California or to
25 California Consumers any Blanks manufactured or assembled from polymer plastic without 3.7
26 ounces of material type 17-4 PH stainless steel embedded within the plastic.

27 7. Defendants are enjoined from engaging in unlawful and unfair business practices
28 by violating and/or aiding and abetting the violation of California’s Unsafe Handgun Act, Penal

1 Code §§ 31900–32110, including by manufacturing in California, or advertising, offering or
2 exposing for sale, selling, or distributing in California or to California Consumers, any Frame
3 Blanks, Jigs, and Parts Kits, individually or in combination, that when assembled with or without
4 other firearm parts or tools, would produce a handgun that lacks a magazine disconnect
5 mechanism or a chamber load indicator as required by Penal Code § 32010(d)(2)-(3).

6 8. Defendants are enjoined from engaging in unlawful and unfair business practices
7 by violating the UCL and FAL, California Business and Professions Code §§ 17200 *et seq.*,
8 17500 *et seq.*, including by disseminating, publishing, creating, promulgating, or otherwise
9 distributing false or misleading statements, advertisements or other media that lead consumers in
10 California or California Consumers to believe that they need not follow the requirements of
11 California or federal firearms laws and regulations, including California’s Assembly of Firearms
12 Law, Penal Code §§ 29180–29184 and California’s Unsafe Handgun Act, Penal Code §§ 31900-
13 32110.

14 **IT IS SO ORDERED.**

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17 DATED: _____

18 JUDGE OF THE SUPERIOR COURT
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