

1 AMY K. VAN ZANT (STATE BAR NO. 197426)
avanzant@orrick.com
2 RIC T. FUKUSHIMA (STATE BAR NO. 272747)
rfukushima@orrick.com
3 SHAYAN SAID (STATE BAR NO. 331978)
ssaid@orrick.com
4 ANNA Z. SABER (STATE BAR NO. 324628)
annasaber@orrick.com
5 ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
6 Menlo Park, CA 94025-1015
Telephone: +1 650 614 7400
7 Facsimile: +1 650 614 7401

8 Attorneys for Plaintiffs
Francisco Gudino Cardenas and Troy McFadyen, et al.

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ORANGE**

12 GHOST GUNNER FIREARMS CASES

13
14 Included actions:

15 30-2019-01111797-CU-PO-CJC *Cardenas v. Ghost*
16 *Gunner, Inc. dba GhostGunner.net, et al.*

17 CIV-DS-1935422 *McFadyen, et al. v. Ghost Gunner,*
18 *Inc., dba GhostGunner.net, et al.*

JCCP No. 5167

Superior Court of California
County of Orange
Case No. 30-2019-01111797-CU-PO-
CJC

Superior Court of California
County of San Bernardino
Case No. CIV-DS-1935422

19 **JOINT STIPULATION**
20 **REGARDING FORTHCOMING**
21 **DEMURRERS OF DEFENDANTS**
22 **GHOST FIREARMS, LLC, MFY**
23 **TECHNICAL SOLUTION, LLC,**
24 **AND THUNDER GUNS, LLC**

25 Dept.: CX 104
26 Judge: Hon. William D. Claster
27
28

1 Plaintiffs Francisco Gudino Cardenas and Troy McFadyen, et al. (“Plaintiffs”) and
2 Defendants Ghost Firearms, LLC, d/b/a Grid Defense and selling through the website
3 ghostrifles.com (“Ghost Firearms”), MFY Technical Solutions, LLC, selling through the website
4 5dtactical.com (“MFY”), and Thunder Guns, LLC, and selling through the website
5 thundertactical.com (“Thunder Guns”), respectfully submit this Joint Stipulation requesting that
6 the Court consider, for purposes of demurrer only and without prejudice to the parties taking a
7 different position outside of the demurrers, that the foregoing parties have agreed that there is no
8 factual dispute that defendants Ghost Firearms, MFY, and Thunder Guns did not manufacture
9 any of the products at issue prior to November 14, 2017, the last date that the injuries at issue in
10 this litigation were sustained. This Joint Stipulation is based on the sworn declarations of Ghost
11 Firearms, MFY, and Thunder Guns provided to Plaintiffs for purposes of the demurrer and the
12 following:

13 WHEREAS, on November 14, 2019, on behalf of the victims and family members of a
14 shooting massacre that occurred in Rancho Tehama Reserve on November 13-14, 2017,
15 Plaintiffs filed complaints asserting claims for negligence, negligence per se, negligent
16 entrustment, public nuisance, and unfair competition;

17 WHEREAS, Plaintiffs allege that the named defendants, at all times relevant to the
18 November 13-14, 2017 Tehama Ranch shooting, were engaged in the business of designing,
19 marketing, distributing, manufacturing, and/or selling firearms parts that are easily assembled by
20 the purchaser into fully functional weapons, including AR-15 style “ghost gun” rifles, to
21 consumers across the nation, including to consumers within the State of California;

22 WHEREAS, defendants Ghost Firearms, MFY, and Thunder Guns have provided to
23 Plaintiffs sworn declarations representing that each did not manufacture any products at issue
24 prior to November 14, 2017;

25 WHEREAS, defendants Ghost Firearms, MFY, and Thunder Guns contend that as non-
26 manufacturers of the products at issue prior to November 14, 2017, they cannot be liable under
27 Plaintiffs’ market share liability theory, and intend to file a demurrer advancing that contention;

1 WHEREAS, a demurrer on the issue of whether non-manufacturer defendants can be
2 liable under a market share liability theory would (absent this stipulation) require amendment of
3 the operative complaints, which currently allege, as stated above, that the defendants named
4 therein collectively are in the business of designing, marketing, distributing, manufacturing,
5 and/or selling the products at issue;

6 WHEREAS, Plaintiffs and defendants Ghost Firearms, MFY, and Thunder Guns wish to
7 avoid the need to amend the operative complaints so that the legal issue of whether non-
8 manufacturers can be liable under a market share theory can be addressed on demurrer without
9 delay;

10 WHEREAS, Plaintiffs and defendants Ghost Firearms, MFY, and Thunder Guns raised
11 this issue with the Court at the December 10, 2021 Case Management Conference and proposed
12 a process whereby if any defendant contends that it did not manufacture the products at issue
13 prior to November 14, 2017, the defendant could provide corroborating evidence to the Plaintiffs
14 and, if Plaintiffs were satisfied that such evidence was sufficient to establish that the defendant
15 did not manufacture any products at issue during the relevant time period for purposes of
16 demurrer only, would agree to a stipulation to that effect;

17 WHEREAS, the present stipulation would eliminate the need to amend the operative
18 complaints;

19 WHEREAS, the Court agreed in principal with the foregoing proposed process at the
20 December 10, 2021 Case Management Conference; and

21 WHEREAS, Plaintiffs are satisfied *for purposes of demurrer only* that, based on the
22 sworn declarations provided by Defendants Ghost Firearms, MFY, and Thunder Guns, that
23 Defendants Ghost Firearms, MFY, and Thunder Guns did not manufacture the products at issue
24 prior to November 14, 2017;

25 NOW, THEREFORE, for purposes of the present demurrer process only, Plaintiffs and
26 defendants Ghost Firearms, MFY, and Thunder Guns, through their respective counsel of record,
27 stipulate to the following:
28

1 **PROOF OF SERVICE**

2 I am employed in the County of San Mateo, State of California. I am over the age of
3 eighteen years old and not a party to this action. My business address is Orrick, Herrington &
4 Sutcliffe LLP, 1000 Marsh Rd., Menlo Park, CA 94025.

5 On January 24, 2022, I served the following document(s) entitled:

- 6 • JOINT STIPULATION REGARDING FORTHCOMING DEMURRERS OF
7 DEFENDANTS GHOST FIREARMS, LLC, MFY TECHNICAL SOLUTION, LLC,
8 AND THUNDER GUNS, LLC

9 on all interested parties to this action in the manner described as follows:

	(VIA EMAIL) I caused to be transmitted via electronic mail the document(s) listed above to the electronic address(es) set forth below.
X	(VIA Electronic Means) I caused to be transmitted via electronic means the document(s) listed above to the electronic address(es) set forth below.
	(VIA U.S. MAIL) By placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Menlo Park, California addressed as set forth below.

14
15 C.D. Michel
16 Sean A. Brady
17 **MICHEL & ASSOCIATES, P.C.**
18 180 E. Ocean Blvd., Suite 200
19 Long Beach, CA 90802
20 cmichel@michellawyers.com
21 sbrady@michellawyers.com

22
23 *Liaison Counsel and Attorneys for Defendants*
24 *Ghost Firearms, LLC, Thunder Guns, LLC,*
25 *Ryan Beezley and Bob Beezley,*
26 *and MFY Technical Solutions, LLC*

27 I declare under penalty of perjury under the laws of the State of California that the above
28 is true and correct.

Executed on January 24, 2022 at Moss Beach, California.

/s/ Karin Barnick