MICHAEL E. GALLAGHER, JR, #195592
BASSI EDLIN HUIE & BLUM
515 S. Flower Street, Suite 1020
Los Angeles, California 90071
Telephone: (213) 412-2661
Facsimile: (213) 652-1992

RENZULLI LAW FIRM, LLP
CHRISTOPHER RENZULLI (*Pro Hac Vice*)
HOWARD B. SCHILSKY (*Pro Hac Vice*)
One North Broadway, Suite 1005
White Plains, NY 10601
Telephone: (914) 285-0700
Facsimile: (914) 285-1213

Attorneys for Defendant
JUGGERNAUT TACTICAL INC.

C.D. Michel – SBN 144258
Sean A. Brady – SBN 262007
MICHEL & ASSOCIATES, P.C.
180 E. Ocean Blvd., Suite 200
Long Beach, CA 90802
Telephone: (562) 216-4444
Facsimile: (562) 216-4445
Email: sbrady@michellawyers.com

Attorneys for Defendants
BLACKHAWK MANUFACTURING GROUP, INC.;
GHOST FIREARMS, LLC; MFY TECHNICAL
SOLUTIONS, LLC; AND THUNDER GUNS, LLC

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, CIVIL COMPLEX CENTER
Hon. William D. Claster, Coordination Trial Judge

Coordination Proceeding Special Title (Rule 3.550) GHOST GUNNER FIREARMS CASES Included actions: Cardenas v. Ghost Gunner, Inc. dba GhoseGunner.net, et al. McFadyen, et al. v. Ghost Gunner, Inc. dba GhostGunner.net, et al.	JUDICIAL COUNCIL COORDINATION PROCEEDING NO. 5167 **DEFENDANTS' REPLY TO OPPOSITION TO DEMURRER TO PLAINTIFFS' COMPLAINTS** Hearing Date: May 6, 2022 Hearing Time: 9:00 a.m. Department: CX104 Reservation No.: 73662202

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

Plaintiffs cannot reasonably dispute that they seek an unprecedented application of market share liability to non-defective products criminally misused by a third-party. This is evident from their failure to cite *any* case proceeding on a market share liability theory that did not involve product liability claims for an allegedly defective product. Curiously, Plaintiffs contend that Defendants question whether *Sindell v. Abbott Laboratories* (1980) 26 Cal.3d 588 remains good law. But they have it backwards. Defendants' principal argument—that proceeding under market share liability here drastically expands this narrow, cautiously-applied doctrine—asks this Court to faithfully adhere to *Sindell*. It is Plaintiffs who seek to abandon *Sindell* with their unsupported expansion of its doctrine. This Court should decline Plaintiffs' invitation.

Plaintiffs' argument that their market share liability theory survives demurrer merely by describing Defendants' products as "fungible" also fails. First, such a conclusory allegation is *not* entitled to a presumption of truth. Regardless, "fungibility" under *Sindell* means an absence of discernable distinguishing features or characteristics. Plaintiffs do not allege that Defendants' products meet that standard. Instead, they advocate a broad definition found nowhere in legal precedent. As a matter of law, therefore, Plaintiffs' Complaints fail to allege fungibility.

Plaintiffs' Complaints also fail for multiple other, independent reasons. Plaintiffs' negligent entrustment cause of action fails to allege the required element that Defendants have knowledge about the criminal intent of the specific individual to whom their products were allegedly entrusted. Plaintiffs' negligence cause of action fails because it improperly seeks to impose on Defendants duties exclusive to firearm manufactures, even though their products are *not* firearms, as a matter of law. Failure of their negligence cause of action necessarily means they cannot establish negligence per se; in any event, they cannot satisfy the element of identifying a law that Defendants have violated. Plaintiffs' admission that their public nuisance cause of action depends on market share liability to satisfy causation is fatal to their claim, as they cite no authority that the doctrine even applies to public nuisance claims. Because Plaintiffs do not allege any direct business dealings with Defendants, they lack standing to bring their UCL claims. Finally,

Plaintiffs ignore (and thus do not dispute) Defendants' argument that their Complaints are too uncertain.

In sum, Plaintiffs' allegations are insufficient as a matter of law to survive Defendants' Demurrer. It should, therefore, be sustained without leave to amend.

ARGUMENT

I. This case is not a candidate for market share liability under existing precedent.

Plaintiffs cannot escape the fact that when properly analyzed under the applicable legal framework, their allegations are insufficient to survive Defendants' Demurrer. This action does not meet the requirements for market share liability under existing California law. Plaintiffs' attempt to expand market share liability to fit the allegations of their Complaints should be rejected.

A. Applying market share liability here requires expanding that doctrine.

Simply put, no California plaintiff has ever proceeded on a market share liability theory in a case not involving product liability claims for an allegedly defective product. Plaintiffs misrepresent Defendants' argument, interjecting the word "strict" in front of "product liability," to make it appear as though Defendants seek to limit market share liability to only strict liability causes of action. (Plaintiffs' Memorandum in Opposition ("Opp.") at 6:17-20). Defendants make no so such argument. Indeed, the *Sindell* case, for example, involved product liability claims premised on negligence *and* strict liability. The core characteristic, however, of a product liability action is that it concerns an allegedly defective product. Here, Plaintiffs do not claim Defendants' products are defective. Applying market share liability to their claims would undoubtedly expand the doctrine beyond its current scope. This alone should end the inquiry.

Despite Plaintiffs' contentions, *Sheffield v. Eli Lilly & Co.* (1983) 144 Cal.App.3d 583 and *Hamilton v. Beretta U.S.A., Corp.* (2001) 96 N.Y.2d 222, 235, support Defendants' position regarding the requirements of market share liability. In *Sheffield*, the court explicitly "decline[d] to extend the theory behind the foregoing decision [*Sindell*] to the manufacturers of a product **not intrinsically defective for the purpose for which it was used.**" (*Sheffield, supra,* 144 Cal.App.3d at p. 593.) (emphasis added). The *Sheffield* decision discusses at length its reluctance to apply market share liability to a situation not involving allegations that each named defendant produced

an inherently defective product. *Id*. A comprehensive reading of *Sheffield* leads to the unavoidable conclusion that market share liability is a doctrine developed to remedy the unique situation where inherently defective products have an unknown origin. In support of its holding, the *Sheffield* court even cites *Cronin v. J.B.E. Olson Corp.* (1972) 8 Cal.3d 121 for the proposition that an "injured plaintiff was required to prove that the product contained a defect." (*Sheffield, supra,* 144 Cal.App.3d at pp. 597, [internal citations omitted].) For good reason, the *Sheffield* court was unwilling to expand market share liability outside of the narrow context to which it has previously been applied, faithfully adhering to *Sindell*'s parameters.

Plaintiffs also fail to read *Hamilton* comprehensively. As set forth in Defendants' Demurrer, the *Hamilton* court was concerned with whether the products at issue were alleged to be defective. (*Hamilton, supra,* 96 N.Y.2d at p. 241.) Plaintiffs argue, however, that the *Hamilton* court did not explicitly hold "that an inherent product defect is a requisite of market share liability." (Opp. at 11:25-26). It did not have to. This is an intrinsically understood concept readily gleaned from reviewing the cases that have proceeded on a market share liability theory since the doctrine was created. Plaintiffs miss the mark, mistakenly believing that the requirement does not exist simply because no court has had to explicitly state the obvious.

Plaintiffs also incorrectly claim that "[e]ach of the factors that drove the *Sindell* court to recognize market share liability are present and pled here." (Opp. at 8:14-15). Putting aside fungibility (addressed below), Plaintiffs argue that "without a doubt" Defendants are "better able to bear the costs of Plaintiffs' injuries" and that this is one of the factors motivating the *Sindell* decision. (Opp. at 9:3-8). But Plaintiffs omit a critical component of the *Sindell* court's rationale. It found that "from a broader policy standpoint, defendants are better able to bear the cost of injury resulting from the manufacture **of a defective product.**". (*Sindell v. Abbott Laboratories* (1980) 26 Cal.3d 588, 609, [emphasis added].) This underscores Plaintiffs' misreading of *Sindell* and further reflects that, in creating market share liability, the court was concerned with defective products, not properly functioning products that were criminally misused by third parties. Plaintiffs further claim that their allegations about Defendants' marketing practices "makes the case for applying market share liability even stronger than in *Sindell*." (Opp. at 9:1-3). This is also

incorrect. No court has ever considered the nature and content of a defendant's advertisements as a factor for *Sindell* liability. *Sindell* involved allegations that the defendants "collaborated in marketing, promoting and testing the drug, relied upon each other's tests, and adhered to an industrywide safety standard." (*Id*. at p. 595.) For purposes of *Sindell* liability, it is the collaboration and uniformity of marketing amongst defendants that is relevant. (*Id*.; see also *Hamilton, supra*, 96 N.Y.2d at pp. 241.) Plaintiffs do not allege collaboration or uniformity, and their own allegations demonstrate that each defendant had its own independent marketing methods. (*Cardenas* Compl. ¶¶ 57; *McFadyen* Compl. ¶ 73).

Public policy disfavors expanding the doctrine to cases other than product liability actions involving allegedly defective products. Courts are, and should be, reluctant to apply such group liability concepts because they shift the burden of proof to defendants in contravention of longstanding American legal principles. (*Comcast Corp. v. Nat'l Assn. of African American-Owned Media* (2020) ___U.S.___ [140 S.Ct. 1009, 1014, 206 L.Ed.2d 356, 361-362], citing *Univ. of Tex. Southwestern Med. Ctr. v. Nassar* (2013) 570 U.S. 338, 346.) Expanding the doctrine as Plaintiffs advocate would subject manufacturers to burden-shifting even though they did not produce a defective product and a plaintiff's injuries were caused by a third-party's misuse of their product. Consider manufacturers of generic matchsticks in a situation involving a matchstick used in an arson. Under Plaintiffs' theory, injured parties could argue that the manufacturers are liable for their proportionate share of the market, even though the products they manufactured were not defective. The effect of such an expansion would be to curb manufacturing of products simply because they *can be* dangerously misused. This is not the situation contemplated by *Sindell*. Nor is there any indication from any court that *Sindell* liability should be expanded in this way. To the contrary, all authority suggests it is cautiously and narrowly applied to a situation involving an allegedly defective product of unknown origin. Plaintiffs' claims do not meet the criteria.

B. Plaintiffs' conclusory allegation that Defendants' products are fungible cannot save their claims.

Plaintiffs' Complaints merely proclaim in conclusory fashion that Defendants' products are fungible. (*Cardenas* Compl. ¶ 92; *McFadyen* Compl. ¶ 108). But this is a conclusion of law,

not entitled to the presumption of truth. (See *Hilltop Properties, Inc. v. State* (1965) 233 Cal.App.2d 349, 354.) Plaintiffs contend their fungibility claim is supported by their allegation that Defendants' products do not contain serial numbers. This, however, is meaningless. Many products lack serial numbers, but that does not make them fungible, nor can it lead to a reasonable inference that they are. Under this flawed logic, all products lacking serial numbers may be considered fungible. Clearly, this is not the case.

Plaintiffs also take issue with Defendants' definition of fungibility as requiring an "absence of discernable distinguishing features or characteristics of the instrumentalities produced by the industry defendants." (*Mullen v. Armstrong World Indus.* (1988) 200 Cal.App.3d 250, 255; see also *Pooshs v. Philip Morris USA, Inc.* (N.D.Cal. 2012) 904 F.Supp.2d 1009, 1032.) But California courts have cited this factor as one of the "predicates for *Sindell* liability," acknowledging that the *Sindell* court "took pains to establish that it was dealing with 'fungible goods' – specifically, a drug produced from an identical formula.'" (*Mullen, supra*, 200 Cal.App.3d at p. 255.) Plaintiffs fail to explain why this accepted standard should be rejected. Rather, they claim that "California courts have referred to the Webster's Dictionary definition . . ." (Opp. at 13:23-26). But only one California court, *Wheeler v. Raybestos-Manhattan* (1992) 8 Cal.App.4th 1152, 1156, has referenced the dictionary definition, and it applied it in a way consistent with requiring an absence of discernable distinguishing features, as *Sindell* requires.

In *Wheeler*, the plaintiffs alleged the products (brake pads) the defendants manufactured "were all composed solely of chrysotile asbestos fibers . . . [and] all contained between 40 and 60 percent asbestos by weight." *Id*. On this basis, the court held that, while not absolutely interchangeable, "they are fungible for the purposes of *Sindell* by virtue of containing roughly comparable quantities of the single asbestos fiber, chrysotile." *Id*. Several years later, the same court in *Ferris v. Gatke Corp.* (2003) 107 Cal.App.4th 1211, 1218-1221 further explained that "we think it is evident that supporting the application of *Sindell's* group liability principles by this court in *Wheeler* was the singular fact alleged by the plaintiffs there – the asserted chemical homogeneity of the asbestos fibers composing friction brake products." This dispels any doubt that the dispositive fact in *Wheeler* was that the products contained identical chemical components of

comparable quantities. In other words, the chemical component at issue, which rendered the product fungible, had an "absence of discernable distinguishing features or characteristics." (*Mullen, supra,* 200 Cal.App.3d at p. 255; see also *Pooshs, supra,* 904 F. Supp. 2d at p. 1032.).

Plaintiffs argue that their "allegations are most similar to those in *Wheeler*," claiming that the court "found the brake pads at issue to be fungible because they posed the same risks to the users." (Opp. at 14:13-16). Not so. The *Wheeler* holding with respect to fungibility was not based on the risks to users, but on the products' alleged uniform chemical makeup. (See *Ferris, supra,* 107 Cal.App.4th at pp. 1218-1221.) Plaintiffs do not allege that Defendants' products share chemical homogeneity. Instead, they claim that those products are fungible merely because they have no serial numbers and "share the same core characteristics" with each other. (*Cardenas* Compl. ¶ 92; *McFadyen* Compl. ¶ 108). Their allegations are far from analogous to those made in *Wheeler* and are insufficient to state a claim for fungibility in the context of *Sindell* liability. No court has departed from the view that fungibility requires products to be indistinguishable at a chemical level. This Court should not be the first.[1]

II. No authority supports Plaintiffs' negligent entrustment cause of action.

To assert a negligent entrustment claim, Plaintiffs must allege facts that Defendants "actually entrusted [Neal] with the weapons which he used to inflict the injuries." (See *Wise v. Super. Ct.* (1990) 222 Cal.App.3d 1008, 1015 [sustaining demurrer without leave to amend because plaintiff failed to so allege].) Here, the Complaints admit that Plaintiffs do not know which, if any, Defendant(s) provided Neal the products he used to inflict Plaintiffs' injuries. (*Cardenas* Complaint, at 21:13-15, *McFadyen* Complaint, at 24:10-14.) In light of that admission, Plaintiffs cannot claim any Defendant actually entrusted Neal with any product or had the requisite knowledge of Neal's potential danger to himself or others. Plaintiffs cite no authority that market

[1] Defendants' explanation that their products are demonstrably distinguishable does not, as Plaintiffs claim, "impermissibly contradict Plaintiffs' allegations." (Opp. at 15:11-12). Plaintiffs' Complaints do not allege that Defendants' products lack discernable distinguishing characteristics. Defendants' argument cannot contradict an allegation that does not exist. Defendants raise this point because, should Plaintiffs be allowed to amend their Complaints, any allegation that Defendants' products lack distinguishing features would be patently false and explicitly contradicted by California law and ATF regulation. (See Cal. Pen. Code, § 16531, subd. (a)(1)); RJN, Exhibit A ["ATF has long held that a piece of metal, plastic, or other material becomes a frame or receiver when it has reached a critical stage of manufacture."].)

share liability relieves them of those showings for a negligent entrustment cause of action. Plaintiffs incorrectly argue that the knowledge requirement for negligent entrustment "is satisfied because here the manufacturers and sellers of ghost gun kits *knew that some of their clientele* were individuals seeking to skirt California and/or federal gun laws." (Opp. at 22:24-26) (emphasis added). This argument underscores the extent to which they misunderstand the law. Negligent entrustment requires knowledge of the specific individual who is being entrusted with the instrumentality, not knowledge that *some clientele* may have a nefarious purpose for their purchase. (See *Wise*, 222 Cal.App.3d at p. 1015; *Jacoves v. United Merch. Corp.* (1992) 9 Cal.App.4th 88, 116.) Plaintiffs ignore that a "duty is not normally imposed ***absent a special relationship*** between the parties or the knowledge of particular facts making clear the danger in entrusting the instrumentality to the ***individual*** involved." (Defendants' Memorandum and Points of Authorities in support of their Demurrer ("Dem.") at 34, [quoting *Dodge Ctr. v. Super. Ct.* (1988) 199 Cal.App.3d 332, 341, emphasis added]. Instead, they argue, again without citing any authority, that standard does not apply because of Defendants' alleged marketing practices. Regardless of who Defendants targeted with advertisements, there can be no negligent entrustment unless a defendant had knowledge of the individual entrustee. (See *Id*.)

III. Plaintiffs fail to state a negligence claim as a matter of law.

Even assuming that market share liability is viable here (it is not), Plaintiffs' negligence cause of action still fails because Defendants did not owe Plaintiffs the duties allegedly breached. Without citing any authority, Plaintiffs argue that whether a duty is owed is not an issue for demurrer. (Opp. at 16:22-23.) Plaintiffs are wrong. "[T]he issue as to the existence of a legal duty is generally a question of law for the court to determine." (*Banerian v. O'Malley* (1974) 42 Cal.App.3d 604, 612.) "Where no such duty exists, no negligence action, regardless of the type of claim asserted, can survive the challenge of a demurrer." (*Hegyes v. Unjian Enters*. (1991) 234 Cal.App.3d 1103, 1128.) This Court can and should reject the duties Plaintiffs claim are owed.

The Complaints do not allege that Defendants' products are firearms—nor could they. Nevertheless, the Opposition generally ignores Defendants' principal argument that Plaintiffs seek to hold Defendants to duties reserved for firearm vendors. Plaintiffs instead merely reiterate their

allegations setting forth the duties they claim Defendants owed them. (Opp. at 17:1-16; *Cardenas* Compl. ¶ 69; *McFadyen* Compl. 85). But Plaintiffs provide no legal basis or even argument for why Defendants owed those duties and ignore all arguments for why Defendants do not. (Dem. at 31:13-26.) Instead, Plaintiffs argue that their claims that the duties were owed are sufficient. (Opp. at 16:24-17:1-16.) But such conclusory allegations are not presumed true. (See *Hilltop Properties, Inc., supra,* 233 Cal.App.2d at p. 354.) Because Plaintiffs do not even attempt to rebut Defendants' arguments for why they do not owe those duties, they fail to state a negligence cause of action.

IV. Plaintiffs Fail to Establish the Negligence Per Se Presumption.

As Plaintiffs concede, they must succeed on their negligence claim to establish negligence per se. (Opp. at 20:3-5). Because their negligence claim fails, they fail to establish negligence per se. In any event, Plaintiffs fail to sufficiently allege that Defendants violated any law, as they must. (*Quiroz v. Seventh Ave. Center* (2006) 140 Cal.App.4th 1256, 1285.) Their conclusory allegation that "Defendants, either directly or as knowing accomplices violated" the Assault Weapon Control Act ("AWCA"), (Opp. at 20:11-16), is not enough. Even if it was, Plaintiffs do not dispute Defendants' statement of the law that: (1) the parts at issue are not "assault weapons" under the AWCA; or (2) it is legal in California to make lawful firearms from those parts. (Dem. at 33:10-21.) This dooms both their claim that Defendants directly violated the AWCA and their aiding and abetting theory. Aiding and abetting requires knowledge of a specific crime. (*People v. Beeman* (1984) 35 Cal.3d 547, 560.) Plaintiffs' admission that they do not know which Defendant, if any, sold Neal the items he used, coupled with Defendants' products being legal, necessarily means that Plaintiffs do not (and cannot) allege that any Defendant had prior knowledge of *any* crime Neal committed. Plaintiffs thus fail to sufficiently plead negligence per se.

V. Plaintiffs' public nuisance claim necessarily fails as a matter of law.

Plaintiffs concede that their public nuisance cause of action depends on market share liability applying here. (Opp. at 25:10-20.) Yet, Plaintiffs cite no authority supporting application of market share liability in the public nuisance context. They instead attempt to pass their burden to Defendants, arguing that Defendants cite no authority establishing that the doctrine does not apply. But the absence of authority does not support that the doctrine applies, it does the opposite.

Plaintiffs argue that *Ileto v. Glock, Inc.* (9th Cir. 2004) 370 F.3d 860 and *In re Firearm Cases* (2005) 126 Cal.App.4th 959 are inapposite because those courts' reasoning for rejecting liability was that the defendants' products were not actually used in the shootings at issue, whereas, in this case, Plaintiffs allege that Neal "used ghost guns in his massacre." (Opp. at 26:6-27:1-7.) Plaintiffs miss the point. It is not enough that they allege that Neal used "ghost guns." They must allege which defendant(s) created the public nuisance by providing Neal the specific products at issue. Because Plaintiffs do not, their public nuisance cause of action fails.

VI. Plaintiffs failed to state a UCL cause of action.

Plaintiffs argue that Defendants cite "no case law" requiring that a plaintiff have direct dealings with a defendant to have standing under the UCL and that no such requirement exists. (Opp. at 27:13-19.) Both claims are false. Defendants explained that Proposition 64's change to the UCL's standing requirements "was to confine standing to those actually injured by a defendant's business practices and to curtail the prior practice of filing suits on behalf of 'clients who have not used the defendant's product or service, viewed the defendant's advertising, or had any other business dealing with the defendant . . ..' " (Dem. at 39:1-11, [quoting *Clayworth v. Pfizer, Inc.* (2010) 49 Cal.4th 758, 788-789].) In *Clayworth*, the Supreme Court clarified that Prop 64 restricted UCL standing to only those "who had had business dealings with a defendant and had lost money or property as a result of the defendant's unfair business practices." (*Id*. at 788.) The Supreme Court has since reaffirmed that view, holding that "Proposition 64 should be read in light of its apparent purposes, i.e., to eliminate standing for those who have not engaged in any business dealings with would-be defendants . . .." (*Kwikset Corp. v. Superior Court* (2011) 51 Cal.4th 310, 317); see also *Shersher v. Superior Court* (2007) 154 Cal.App.4th 1491, 1494 ["the defendant must have acquired the plaintiff's money or property 'by means of … unfair competition' or some other act prohibited by the UCL or the false advertising law."].) Based on this very authority, the San Diego County Superior Court recently sustained a firearm manufacturer's demurrer to a UCL cause of action concerning an attack on innocent people where its firearm was allegedly used. (Defendants' Second Request for Judicial Notice in Support of Global Demurrer, Exhibit D.) This Court should similarly so hold.

Even assuming Plaintiffs have standing, their failure to plead causation dooms their UCL claim as a matter of law. Plaintiffs' argument incorrectly assumes that market share liability can relieve them of proving causation under the UCL. It does not. Additionally, Plaintiffs disregard – and therefore impliedly concede – Defendants' arguments that (1) they are not entitled to any of UCL's equitable remedies and (2) they failed to allege inadequate remedies at law. (Dem. at 41:1-17.) This reaffirms that Plaintiffs have no viable UCL claim.

VII. Defendants' special demurrer should be granted.

Plaintiffs do not address Defendants' argument that their Complaints are too uncertain and warrant dismissal for lack of clarity, impliedly accepting its merit. As set forth in Defendants' Demurrer, Plaintiffs' allegations do not sufficiently allege facts about each individual Defendant and their respective conduct. Plaintiffs' allegations are general and conclusory. They make claims about Defendants' marketing practices but only provide examples of some, but not all Defendants' marketing. And one of the few examples provided concerns a defendant that has already been dismissed from this case. (*Cardenas* Compl. ¶ 57(a); *McFadyen* Compl. ¶ 73(a).) Plaintiffs do not even attempt to distinguish between Defendants that are manufacturers, designers or retailer/distributors of the products Neal allegedly used. Accordingly, Plaintiffs' allegations lack the required specificity, and Defendants' Special Demurrer should be granted.

CONCLUSION

For the foregoing reasons and those explained in previous briefing, this Court should sustain Defendants' Global Demurrer as to all of Plaintiffs' causes of action, without leave to amend.

Respectfully submitted.

Dated: April 4, 2022

BASSI EDLIN HUIE & BLUM

s/ Michael Gallagher

Michael Gallagher
515 Flower Street, Suite 1020
Los Angeles, CA 90071
Tel: (213) 412-2661
Fax: (213) 652-1992
Email: mgallagher@behblaw.com

RENZULLI LAW FIRM, LLP

s/ Howard B. Schilsky

Christopher Renzulli
(*Pro Hac Vice*)
Howard B. Schilsky
(*Pro Hac Vice*)
One North Broadway, Ste. 1005
White Plains, NY 10601
Tel: (914) 285-0700
Fax: (914) 285-1213
Email: crenzulli@renzullilaw.com
Email: hschlisky@renzullilaw.com

Attorneys for Defendant
JUGGERNAUT TACTICAL, INC.

MICHEL & ASSOCIATES, P.C.

s/ Sean A. Brady

C.D. Michel
Sean A. Brady
180 East Ocean Blvd., Ste. 200
Long Beach, CA 90802
Tel: (562) 216-4444
Fax: (562) 216-4445
Email: Sbrady@michellawyers.com

Attorneys for Defendants
BLACKHAWK MANUFACTURING GROUP, INC.; GHOST FIREARMS, LLC; MFY TECHNICAL SOLUTIONS, LLC; AND THUNDER GUNS, LLC

LIVINGSTON LAW FIRM

s/ Crystal L. Van Der Putten

Craig A. Livingston
Crystal L. Van Der Putten
1600 S. Main St., Ste. 280
Walnut Creek, CA 94596
Tel. (925) 952-9880
Fax (925) 952-9881
Email: clivingston@livingstonlawyers.com
Email: cvanderputten@livingstonlawyers.com

Attorneys for Defendant
TACTICAL GEAR HEADS LLC

PETTIT KOHN INGRASSIA LUTZ & DOLIN, PC

s/ Grant D. Waterkotte

Grant D. Waterkotte
Tina M. Robinson
5901 W. Century Blvd., Ste. 1100
Los Angeles, CA 90045
Tel: (310) 649-5772
Fax: (310) 649-5777
Email: gwaterkotte@pettitkohn.com
Email: trobinson@pettitkohn.com

Attorneys for Defendants
DEFENSE DISTRIBUTED; AND
CODY R. WILSON

GREENSPOON MARDER LLP

s/ James J. McGuire

James J. McGuire
Michael Marron
(Pro Hac Vice)
590 Madison Avenue, Suite 1800
New York, NY 10022
Tel: (212) 524-5040
Fax: (212) 524-5050
Email: michael.marron@gmlaw.com
Email: James.mcguire@gmlaw.com

Germain D. Labat
Puneet Bhullar
1875 Century Park East, Suite 1900
Los Angeles, CA 90067
Tel: (323) 880-4520
Fax: (954) 771-9264
Email: germain.labat@gmlaw.com
Email: puneet.bhullar@gmlaw.com

Attorneys for Defendant
POLYMER80, INC.

PORTER SCOTT APC

s/ Daniel B. Phung

Daniel B. Phung
350 University Avenue, Suite 200
Sacramento, CA 95825
Tel: (916) 929-1481

Fax: (916) 927-3706
Email: dphung@porterscott.com

Attorneys for Defendants
JAMES TROMBLEE, JR., d/b/a
USPATRIOTARMORY.COM

PROOF OF SERVICE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Laura Palmerin, am employed in the City of Long Beach, Los Angeles County, California. I am over the age eighteen (18) years and am not a party to the within action. My business address is 180 East Ocean Boulevard, Suite 200, Long Beach, California 90802.

On April 4, 2022, I served the foregoing document(s) described as:

DEFENDANTS' REPLY TO OPPOSITION TO DEMURRER TO PLAINTIFFS' COMPLAINTS

on the interested parties in this action by placing
[ ] the original
[X] a true and correct copy
thereof by the following means, addressed as follows:

Please see Attached Service List.

X (BY ELECTRONIC MAIL) As follows: I served a true and correct copy by electronic transmission through One Legal. Said transmission was reported and completed without error.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 4, 2022, at Long Beach, California.

s/ Laura Palmerin
Laura Palmerin

SERVICE LIST

Amy K. Van Zant
avanzant@orrick.com
Ric T. Fukushima
rfukushima@orrick.com
Shayan Said
ssaid@orrick.com
Orrick, Herrington & Sutcliffe LLP
1000 Marsh Road
Menlo Park, CA 94025-1015

Liaison Counsel for Plaintiffs

Craig A. Livingston
clivingston@livingstonlawyers.com
Crystal L. Van Der Putten
cvanderputten@livingstonlawyers.com
Jasmine J. Jenkins
jjenkins@livingstonlawyers.com
LIVINGSTON LAW FIRM
A Professional Corporation
1600 South Main Street, Suite 280
Walnut Creek, CA 94596

Attorneys for Defendant Tactical Gear Heads, LLC

Grant D. Waterkotte
gwaterkotte@pettitkohn.com
Christopher Reilly
creilly@pettitkohn.com
Petit Kohn Ingrassia Lutz & Dolin PC
5901 W. Century Blvd., Suite 1100
Los Angeles, CA 90045

Attorneys for Defendants Defense Distributed and Cody R. Wilson

Michael E. Gallagher
mgallagher@eghblaw.com
Nicholas Maxwell
nmaxwell@eghblaw.com
Kyle Gaines
kgaines@eghblaw.com
Desiree Caudillo
dcaudillo@eghblaw.com
Edlin Gallagher Huie & Blum LLP
515 S. Flower Street, Suite 1020
Los Angeles, CA 90071

Attorneys for Defendant Juggernaut Tactical, Inc.

Christopher Renzulli
crenzulli@renzullilaw.com
Howard B. Schilsky
hschilsky@renzullilaw.com
Renzulli Law Firm, LLP
One North Broadway, Suite 1005

White Plains, NY 10601

Germain D. Labat
germain.labat@gmlaw.com
Guinevere Malley
guinevere.malley@gmlaw.com
Puneet Bhullar
puneet.bhullar@gmlaw.com
GREENSPOON MARDER LLP
1875 Century Park East, Suite 1900
Los Angeles, California 90067

Attorneys for Defendant Polymer80, Inc.

James J. McGuire
james.mcguire@gmlaw.com
Michael Marron
michael.marron@gmlaw.com
Michael Patrick
michael.patrick@gmlaw.com
GREENSPOON MARDER LLP
590 Madison Avenue, Suite 1800
New York, New York 10022

David A. Melton
dmelton@porterscott.com
Daniel B. Phung
dphung@porterscott.com
Molly A. Flores
mflores@porterscott.com
MaryJo Smart
msmart@porterscott.com
Porter Scott, A Professional Corporation
350 University Avenue, Suite 200
Sacramento, CA 95825

Attorneys for Defendant James Tromblee, Jr., d/b/a USPatriotArmory.com