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10 Attorneys for Defendant  
11 JUGGERNAUT TACTICAL INC.

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 IN AND FOR THE COUNTY OF ORANGE - CIVIL COMPLEX CENTER

14 Hon. William D. Claster, Coordination Trial Judge

15 Coordination Proceeding Special  
16 Title (Rule 3.550)

) Case No. JCCP 5167

17 GHOST GUNNER FIREARMS CASES

) SUPERIOR COURT OF CALIFORNIA  
) COUNTY OF ORANGE  
) CASE NO. 30-2019-01111797

18 Included actions:

19 Cardenas v. Ghost Gunner, Inc. dba  
20 GhoseGunner.net, et al.

) SUPERIOR COURT OF CALIFORNIA  
) COUNTY OF SAN BERNARDINO  
) CASE NO. CIVDS193452

21 McFadyen, et al. v. Ghost Gunner, Inc. dba  
22 GhostGunner.net, et al.

) **DEFENDANT JUGGERNAUT  
) TACTICAL, INC.'S NOTICE OF  
) MOTION AND MOTION FOR  
) SANCTIONS PURSUANT TO  
) CALIFORNIA CODE OF CIVIL  
) PROCEDURE SECTION 128.7; AND  
) MEMORANDUM OF POINTS AND  
) AUTHORITIES IN SUPPORT THEREOF**

) **Res ID: 73828153**

) **Date: September 16, 2022**

) **Time: 9:00 a.m.**

) **Dept.: CX104**

28 5351096

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on September 16, 2022, at 9:00 a.m. or as soon  
3 thereafter as may be heard in Department CX104 of the Orange County Superior Court located  
4 at 751 W. Santa Ana Blvd. Santa Ana, CA 92701, Defendant JUGGERNAUT TACTICAL,  
5 INC. (hereinafter “Juggernaut Tactical”) will and hereby do move this Court for an order  
6 dismissing Juggernaut Tactical from this case, and awarding attorneys’ fees and costs against  
7 Plaintiffs pursuant to Code of Civil Procedure sections 128.7.

8 This Motion is made on the grounds that Plaintiffs’ Amended Complaint (hereinafter  
9 the “AC”) contains numerous knowingly false and/or inaccurate claims, and Plaintiffs have  
10 refused to amend the AC despite being aware of the false and/or inaccurate claims.

11 This motion is based on this Notice, the Memorandum of Points and Authorities, the  
12 Declaration of Howard Schilsky and corresponding attachments, filed herewith; upon the  
13 records and files in this action, and upon such further evidence and argument as may be  
14 presented prior to or at the time of hearing on the motion.

15  
16 Date: August 17, 2022

EDLIN GALLAGHER HUIE + BLUM

17  
18 By: /s/ Michael Gallagher  
19 MICHAEL E. GALLAGHER  
20 Attorneys for Defendant  
JUGGERNAUT TACTICAL INC.

21 RENZULLI LAW FIRM, LLP

22  
23 By: /s/ Howard Schilsky  
24 HOWARD B. SCHILSKY (*Pro Hac Vice*)  
25 CHRISTOPHER RENZULLI (*Pro Hac Vice*)  
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1 Defendant Juggernaut Tactical, Inc. (“Juggernaut Tactical”) respectfully submits this  
2 Memorandum of Points and Authorities in support of its motion for sanctions pursuant to  
3 California Code of Civil Procedure Section 128.7, seeking dismissal of this action as against it,  
4 attorneys’ fees and costs, and other penalties as this Court deems warranted against Plaintiffs and  
5 their counsel. For the reasons set forth below and in the record before the Court, Juggernaut  
6 Tactical respectfully requests this motion be granted in its entirety.

7 **I. INTRODUCTION**

8 Plaintiffs have been notified and informed through their counsel of incontrovertible  
9 evidence that the products they claim caused their injuries were not manufactured by Juggernaut  
10 Tactical. (See Exhibit A, the Report of Mike Shain (“Shain Report”) and Declaration of Zackary  
11 King (“King Dec.”)).<sup>1</sup> Plaintiffs, however, knowingly and willfully disregard this proof, and  
12 continue in their baseless allegations against Juggernaut Tactical. Despite being provided with  
13 indisputable proof of Juggernaut Tactical’s non-liability, Plaintiffs nevertheless named it as a  
14 defendant in the Amended Complaint, and refuse to voluntarily dismiss it as a defendant. Simply  
15 put, an inspection of the subject firearms and firearm parts confirmed that it is an *impossibility*  
16 that the products at issue were manufactured by Juggernaut Tactical. Plaintiffs and their counsel  
17 know this, yet they persist in their willfully blind pursuit of baseless and misplaced claims against  
18 Juggernaut Tactical.

19 Plaintiffs and their counsel’s conduct warrants sanctions. As set forth below, Plaintiffs do  
20 not – and cannot – have a good faith nonfrivolous basis for pursuing their claims against  
21 Juggernaut Tactical. Their continuing pursuit of their claims is improper and harassing. While  
22 Plaintiffs and their counsel may believe their efforts are morally sound because they disagree  
23 with Juggernaut Tactical’s right to manufacture and sell certain products, the purpose of litigation  
24 is not to fulfil some sense of moral purpose. It is an abuse of the litigation process, a waste of  
25 judicial resources, and an affront to proper litigants. An effective deterrence is necessary in this  
26 instance to warn against, and hopefully prevent, this type of improper legal pursuit in California.

27 \_\_\_\_\_  
28 <sup>1</sup> All exhibits are attached to the declaration of Howard Schilsky filed concurrently with this motion.

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1 It is respectfully requested that this Honorable Court dismiss Juggernaut Tactical, award it costs  
2 and attorneys' fees, and issue a stark warning to Plaintiffs and their counsel, together with any  
3 other penalty this Court deems is warranted to preserve proper use of the litigation process.

4 **II. RELEVANT BACKGROUND**

5 This coordinated proceeding arises from a series of criminal shootings that occurred in  
6 Rancho Tehama Reserve on November 13-14, 2017. During a deadly rampage, Kevin Janson  
7 Neal ("Neal") shot and killed five people and injured eighteen others at eight separate crime  
8 scenes. To perpetrate his criminal assault, Neal allegedly misused semi-automatic rifles  
9 assembled from "receiver blanks" and a variety of readily available component parts. "Receiver  
10 blanks" or "80% lower receivers" are items that have not yet reached the stage of manufacture  
11 to meet the definition of a "firearm frame" or "receiver" according to the Gun Control Act, 18  
12 U.S.C. 921(a)(3). And they must be significantly machined to become operable receivers that  
13 can then be incorporated into a functioning firearm.

14 Plaintiffs initially instituted this action by filing two separate complaints that were  
15 coordinated in this Court. Plaintiffs' original complaints relied upon a market share liability  
16 theory as a basis for liability against Defendants. Defendants jointly filed a demurrer in January  
17 2022 to the coordinated complaints arguing that market share liability was not viable for a variety  
18 of reasons. This Court granted Defendants' demurrer with leave to amend, holding that (1) market  
19 share liability only applies to an injury allegedly caused by an inherently defective product, and  
20 Plaintiffs failed to make this requisite allegation; and (2) Plaintiffs did not adequately plead that  
21 Defendants' products are fungible goods. Plaintiffs have now filed an Amended Complaint in a  
22 failed attempt to cure the deficiencies of their original complaints.

23 On May 24, 2022, between the time that Defendants' demurrer was granted, and the  
24 filing of the Amended Complaint, the parties jointly attended an inspection of the subject firearms  
25 and firearm parts misused by Neal. As this Court noted during the hearing on Defendants'  
26 demurrer, the inspection was anticipated to inform Plaintiffs as to potential amendments to their  
27 pleadings. Counsel attended the inspection on behalf of Juggernaut Tactical, together with  
28 Zackary King, a representative of Juggernaut Tactical, and Michael Shain, a firearms expert. Mr.

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1 Shain examined the evidence firearms and compared them to the products manufactured by  
2 Juggernaut Tactical. For extensive reasons beyond dispute, Mr. Shain determined that the parts  
3 misused by Neal in 2017 could not have been manufactured by Juggernaut Tactical. Mr. King  
4 similarly arrived at the same conclusion, and prepared a declaration setting forth the  
5 manufacturing process used by Juggernaut Tactical. Mr. Shain prepared a detailed report based  
6 on the evidence produced at the inspection, the declaration of Mr. King, and the products  
7 manufactured by Juggernaut Tactical. This proof was forwarded to Plaintiffs' counsel on June  
8 20, 2022, together with a letter by counsel for Juggernaut Tactical respectfully requesting that  
9 Juggernaut Tactical not be named as a defendant in the Amended Complaint since it is  
10 uncontroverted that it did not manufacture the parts used in the rifles that allegedly caused  
11 Plaintiffs' damages. Plaintiffs' counsel did not respond to the June 20, 2022 correspondence, and  
12 filed Plaintiffs' Amended Complaint on June 24, 2022, improperly naming Juggernaut Tactical  
13 as a defendant.

14       Following the inspection, any claimed good faith basis Plaintiffs purportedly had for  
15 maintaining this action against Juggernaut Tactical has been eliminated. Without any response  
16 to the June 20, 2022 correspondence, Juggernaut Tactical served on Plaintiffs a draft of this  
17 motion pursuant to California Code of Civil Procedure Section 128.7, providing, as required, a  
18 21-day "safe harbor" period for Plaintiffs to cure their sanctionable conduct by dismissing  
19 Juggernaut Tactical from the Amended Complaint. (Ex. B, Correspondence to Plaintiff dated  
20 July 18, 2022). Plaintiffs have not responded to date, and continue their refusal to dismiss  
21 Juggernaut Tactical. Upon expiration of the 21-day safe harbor period, this motion was filed. As  
22 such, this motion is timely.

23       This Court can and should exercise its discretion under Section 128.7, and grant this  
24 motion in its entirety.

### 25 **III. ARGUMENT**

#### 26 **A. LEGAL STANDARD**

27       Pursuant to CCP § 128.7(b), parties and their attorneys must certify that pleadings or  
28 other written matters presented to the court have merit, "to the best of the person's knowledge,

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1 information, and belief, formed after an inquiry reasonable under the circumstances.” CCP §  
2 128.7(b). Neither parties nor their attorneys may file documents with an improper purpose, such  
3 as to harass, cause unnecessary delay, or needlessly increase the cost of litigation. CCP §  
4 128.7(b)(1). Further, attorneys may not present to the court arguments unsupported by the law.  
5 CCP § 128.7(b)(2). Finally, attorneys are required to only assert allegations supported by  
6 evidence and, if not supported by evidence, to specifically identify these allegations as likely to  
7 have evidentiary support after a reasonable opportunity for investigation. CCP § 128.7(b)(3).  
8 Thus, under Section 128.7(b), “there are basically three types of submitted papers that warrant  
9 sanctions: factually frivolous (not well grounded in fact); legally frivolous (not warranted by  
10 existing law or a good faith argument for the extension, modification, or reversal of existing law);  
11 and papers interposed for an improper purpose.” *Guillemin v. Stein*, 104 Cal.App.4th 156, 167  
12 (2002).

13 An attorney’s certification is not limited to the mere signing or filing of papers. Rather,  
14 sanctions are imposed for “presenting” a pleading or other paper in violation of the statute; an  
15 attorney “presents” a pleading or paper if s/he signs, files, submits **or later advocates the**  
16 **positions set forth in the original document**. See CCP § 128.7(b) (emphasis added). Thus, the  
17 statute imposes a continuing obligation on counsel to ensure that claims, defenses, and arguments  
18 are factually and legally sound. See Weil & Brown et al., CAL. PRAC. GUIDE: CIV. PRO.  
19 BEFORE TRIAL (The Rutter Group 2020) ¶ 9:1160. A litigant’s obligations with respect to the  
20 contents of papers are not measured solely as of the time the papers are filed with the court, but  
21 are continuous and ongoing. The standard for violating the certification requirement is an  
22 objective standard requiring a well-founded belief supported by evidence. *Bockrath v. Aldrich*  
23 *Chemical Co.*, 21 Cal.4th 71, 82 (1999).

24 Moreover, California law requires that, at minimum, Plaintiffs must make a reasonable  
25 inquiry to rule out baseless claims. This duty continues even after the complaint is initially filed  
26 and plaintiffs must take into account the adverse party’s evidence. *Peake v. Underwood*, 227  
27 Cal.App.4th 428, 441 (2014). (“even though an action may not be frivolous when it is filed, it  
28 may become so if later-acquired evidence refutes the findings of a pre-filing investigation and the

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1 attorney continues to file papers supporting the client's claims"). In this case, Juggernaut Tactical  
2 has presented Plaintiffs and their counsel with indisputable evidence that the parts at issue were  
3 not manufactured by Juggernaut Tactical. Plaintiffs are obligated to take this evidence into  
4 account.

5 Pursuant to CCP § 128.7(c) and (d), the filing of a document in violation of any of the  
6 certifications in section 128.7(b) may give rise to sanctions, both monetary and non-monetary.  
7 *Eichenbaum v. Alon*, 106 Cal.4th 967, 976 (2003). For example, if, after proper notice of a  
8 party's intent to submit a Section 128.7 motion, the pleading is not withdrawn or corrected, the  
9 Court is empowered to award reasonable expenses and attorney's fees incurred by movant in  
10 presenting the motion. CCP § 128.7(c)(1). Monetary sanctions may also include reasonable  
11 attorney's fees and other expenses incurred as a direct result of the sanctioned party's violation,  
12 on a broader scale. CCP § 128.7(c), (d); *see also Musaelian v. Adams*, 45 Cal.4th 512, 514, 519  
13 (2009). Non-monetary sanctions may include striking the offending pleading. Weil & Brown et  
14 al., CAL. PRAC. GUIDE: CIV. PRO. BEFORE TRIAL (The Rutter Group 2020) ¶ 9:1216; *see*  
15 *also*, CCP § 436 (which allows the court to "[s]trike out any irrelevant, false, or improper matter  
16 inserted in any pleading").

17 **B. SANCTIONS ARE WARRANTED AGAINST PLAINTIFFS AND THEIR COUNSEL FOR**  
18 **KNOWINGLY AND WILLFULLY PROSECUTING FACTUALLY BASELESS CLAIMS.**

19 Following the May 24 evidence inspection, Juggernaut Tactical provided Plaintiffs with  
20 indisputable evidence establishing that the parts used by Neal were not manufactured by  
21 Juggernaut Tactical. Mr. Shain's report sets forth a detailed explanation as to why the parts at  
22 issue could not have been made by Juggernaut Tactical. (*See Ex. A, Shain Report*). While all of  
23 the evidence is extensive and overwhelming, a major glaring difference is that all of the 80%  
24 lower receivers and parts misused in the subject shooting were forged. Juggernaut Tactical does  
25 not, and never has, manufactured forged products. Rather, all 80% lower receivers and upper  
26 receivers manufactured by Juggernaut Tactical are CNC machined using billet blanks. (*See Ex.*  
27 *A, King Dec.*). As Mr. Shain explains in his report, the differences between a forged part and  
28

1 machined part are visually apparent, indisputable, and dispositive. (*See* Ex. A, Shain Report).

2 There is nothing Plaintiffs could point to that disputes this undeniable distinction.

3 In addition, as set forth in detail by Mr. Shain’s report, numerous other indisputable  
4 differences abound between Juggernaut Tactical’s products, and those misused by Neal,  
5 including but not limited to (1) the machined selector icons unique to Juggernaut Tactical’s lower  
6 receivers that are not found on any of the evidence receivers; (2) the unique shape and continuous  
7 design of Juggernaut Tactical’s trigger guards; (3) distinct raised relief features; (4) distinct  
8 magazine wells; (5) different pivot pin radii; (6) different front corner profiles; (7) different  
9 trigger guard radii; (8) different forward assist and shell deflector design; and (9) forge markings  
10 found only on the evidence parts. (Ex. A, Shain Report). Mr. Shain’s report sets forth these  
11 differences in extensive detail with a full analysis. (*See* Ex. A, Shain Report). These facts are  
12 undeniable.

13 Plaintiffs continue to pursue their factually baseless claims against Juggernaut Tactical  
14 despite the overwhelming and unambiguous exculpatory evidence provided to them and their  
15 counsel. In their Amended Complaint, Plaintiffs allege that “on information and belief, NEAL  
16 used up to three AR-15 GHOST GUNS made using DEFENDANTS’ GHOST GUN KITS.”  
17 (Amended Complaint at ¶131). Plaintiffs know that this allegation is false with respect to  
18 Juggernaut Tactical, and they knew it prior to filing the Amended Complaint. Plaintiffs further  
19 allege that “the AR-15 style assault rifles looked essentially similar to one another without clear  
20 features that could enable the average user to identify which GHOST GUN KITS were used to  
21 assemble each such firearm.” (Amended Complaint at ¶127). Plaintiffs know this allegation is  
22 untrue given the obvious visual differences between the parts as set forth by Mr. Shain. (Ex. A,  
23 Shain Report). In any event, regardless of what is visually apparent to the “average user,”  
24 Plaintiffs are now informed with definitive and objectively indisputable evidence to affirmatively  
25 rule out Juggernaut Tactical as the manufacturer. Faced with this evidence, Plaintiffs continue to  
26 pursue their claims against Juggernaut Tactical in violation of their obligations pursuant to CCP  
27 § 128.7(b)(3).

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1           Accordingly, there is no factual or evidentiary support for Plaintiffs’ claims that Neal  
2 misused Juggernaut Tactical’s products to perpetrate his crimes. The inspection provided  
3 Plaintiffs a “reasonable opportunity for further investigation,” as set forth in CCP § 128.7(b)(3).  
4 Plaintiffs’ counsel and their expert spent a full day inspecting and documenting the physical  
5 evidence. Further investigation is not necessary or warranted to conclude the parts were not  
6 manufactured by Juggernaut Tactical. Plaintiffs have not satisfied their burden, as they “must”  
7 under California law, to take “into account [Juggernaut Tactical’s] evidence.” *Peake*, 227  
8 Cal.App.4th at 441. By disregarding the clear and conclusive evidence provided to them, and  
9 continuing to pursue “legally and factually frivolous” claims, plaintiffs and their counsel are  
10 subject to sanctions pursuant to CCP § 128.7.

11 **IV.    CONCLUSION**

12           For all of the foregoing reasons and those set forth in the exhibits attached hereto, the  
13 Court should grant the instant motion for sanctions pursuant to California Code of Civil  
14 Procedure Section 128.7, dismiss Plaintiffs’ Amended Complaint against Juggernaut Tactical,  
15 issue an award of attorneys’ fees and costs, and grant such other and further penalty as the Court  
16 may deem just and proper to preserve proper use of the litigation process as has been abused by  
17 Plaintiffs and their counsel in this matter.

18  
19 Date: August 17, 2022

EDLIN GALLAGHER HUIE + BLUM

20  
21 By: /s/ Michael Gallagher  
22       MICHAEL E. GALLAGHER  
23       Attorneys for Defendant  
24       JUGGERNAUT TACTICAL INC.

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27 By: /s/ Howard Schilsky  
28       HOWARD B. SCHILSKY (*Pro Hac Vice*)  
      CHRISTOPHER RENZULLI (*Pro Hac Vice*)  
      Attorneys for Defendant  
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1 **Re: Ghost Gunner Firearms Cases**  
2 **Orange County Superior Court Case No. JCCP 5167**

3 **PROOF OF SERVICE – CCP §1013(a)(3)**

4 STATE OF CALIFORNIA/COUNTY OF Los Angeles

5 I am a citizen of the United States and an employee in the County of Los Angeles. I am  
6 over the age of eighteen (18) years and not a party to the within action. My business address is  
7 EDLIN GALLAGHER HUIE + BLUM LLP, 515 S. Flower Street, Suite 1020, Los Angeles,  
8 California 90071.

9 On the date set forth below, I served the within:

10 **DEFENDANT JUGGERNAUT TACTICAL, INC.'S NOTICE OF MOTION AND  
11 MOTION FOR SANCTIONS PURSUANT TO CALIFORNIA CODE OF CIVIL  
12 PROCEDURE SECTION 128.7; AND MEMORANDUM OF POINTS AND  
13 AUTHORITIES IN SUPPORT THEREOF**

14 on the following parties:

15 SEE ATTACHED SERVICE LIST

16        **BY PERSONAL SERVICE:** I caused a copy of said documents to be hand  
17 delivered to the interested party at the address set forth above.

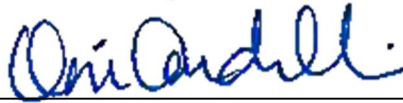
18   X   **BY ELECTRONIC MAIL:** Based upon stipulation and agreement of the parties for  
19 service by electronic transmission, I caused said document(s) to be sent to the persons  
20 at the electronic mail address listed above. I did not receive within a reasonable  
21 amount of time after the transmission, any electronic message or other indication that  
22 the transmission was not successful.

23        **BY MAIL:** I caused such envelope to be deposited in the mail at Los Angeles,  
24 California. I am readily familiar with the firm's practice for collection and processing  
25 of correspondence for mailing. It is deposited with the U.S. Postal Service on that  
26 same day in the ordinary course of business.

27        **BY FEDERAL EXPRESS:** I caused such envelope to be deposited in the appropriate  
28 Federal Express envelope, to the Federal Express office located at 515 S. Flower  
Street, Suite 1020, Los Angeles, California 90071, to be delivered by the next business  
day. I am readily familiar with the firm's practice for collection and processing of  
correspondence for transmittal by Federal Express. It is deposited with Federal  
Express on that same day in the ordinary course of business.

       **BY FACSIMILE:** I caused said documents to be sent via facsimile to the interested  
party at the facsimile number set forth below.

I declare under penalty of perjury that the foregoing is true and correct and that this  
document is executed on August 17, 2022, at Los Angeles, California.



DESIREE CAUDILLO

1 **SERVICE LIST**

2 Ghost Gunner Firearms Cases

3 Our Clients: Juggernaut Tactical Inc.

4 Orange County Superior Court Case No. JCCP 5167 (30-2019-01111797)

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