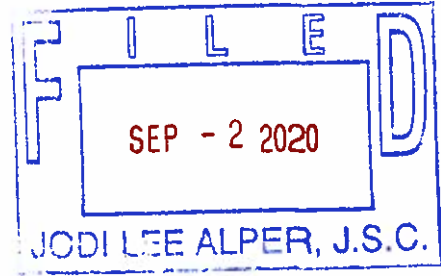


GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY  
Division of Law  
124 Halsey Street  
P.O. Box 45029  
Newark, New Jersey 07101  
Attorney for Plaintiffs



By: Lorraine K. Rak (035771985)  
Counsel for Affirmative Civil Enforcement  
Jesse J. Sierant (049342013)  
Deputy Attorney General/Assistant Section Chief  
Consumer Fraud Prosecution Section  
(973) 877-1280

SUPERIOR COURT OF NEW JERSEY  
CHANCERY DIVISION, ESSEX COUNTY  
DOCKET NO. ESX-C-133-19

GURBIR S. GREWAL, Attorney General of the  
State of New Jersey, and PAUL R.  
RODRÍGUEZ, Acting Director of the New  
Jersey Division of Consumer Affairs,

Plaintiffs,

v.

NEW FRONTIER ARMORY, LLC, JANE and  
JOHN DOES 1-20, individually and as owners,  
officers, directors, shareholders, founders,  
members, managers, agents, servants, employees,  
representatives and/or independent contractors of  
NEW FRONTIER ARMORY, LLC, and XYZ  
CORPORATIONS 1-20,

Defendant.

Civil Action

**FINAL CONSENT JUDGMENT**

The parties to this Action and Final Consent Judgment ("Consent Judgment") are plaintiffs Gurbir S. Grewal, Attorney General of the State of New Jersey, and Paul R. Rodríguez, Acting Director of the New Jersey Division of Consumer Affairs (collectively, "Plaintiffs"), and

defendant New Frontier Armory, LLC (“New Frontier Armory” or “Defendant”). As evidenced by their signatures below, the Plaintiffs and the Defendant (collectively, “Parties”) do consent to the entry of this Consent Judgment and its provisions without trial or adjudication of any issue of fact or law, and without an admission of any liability or wrongdoing of any kind. The Parties consent to entry of this Consent Judgment to avoid the expenses and uncertainty associated with further investigation and/or litigation.

### **PRELIMINARY STATEMENT**

On June 13, 2018, New Jersey’s Governor signed into law a bill that prohibited, with limited exceptions, large capacity ammunition magazines (“LCMs”) — magazines with a capacity of more than ten rounds of ammunition. The bill amended a New Jersey law, enacted on May 30, 1990, that prohibited ammunition magazines with a capacity of more than fifteen rounds of ammunition. On June 19, 2019, Plaintiffs commenced this Action, by Order to Show Cause, alleging unconscionable commercial practices, acts of deception, misrepresentations and knowing omissions of material fact in violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 to -226 (“CFA”), and violations of the Rules Concerning Hazardous Products, N.J.A.C. 13:45A-4.1 to -4.3 (“Hazardous Products Regulations”), arising from the Defendant’s online Advertisement, offer for Sale and Sale of LCMs ranging from 15 to 100 rounds to New Jersey residents. The Defendant has denied the allegations.

The Court has reviewed the terms of this Consent Judgment and based upon the Parties’ agreement and for good cause shown:

### **IT IS HEREBY ORDERED, ADJUDGED AND AGREED AS FOLLOWS:**

#### **1. JURISDICTION**

1.1 The Parties admit jurisdiction of this Court over the subject matter and over the

Parties for the purpose of entering into this Consent Judgment. The Court retains jurisdiction for the purpose of enabling the Parties to apply to the Court at any time for such further orders and relief as may be necessary for the construction, modification, enforcement, execution or satisfaction of this Consent Judgment.

## 2. VENUE

2.1 Pursuant to N.J.S.A. 56:8-8, venue as to all matters between the Parties hereto relating to or arising out of this Consent Judgment shall lie exclusively in the Superior Court of New Jersey, Chancery Division, Essex County.

## 3. EFFECTIVE DATE

3.1 This Consent Judgment shall be effective on the date that it is entered with the Court (“Effective Date”).

## 4. DEFINITIONS

4.1 As used in this Consent Judgment, the following capitalized words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Judgment:

4.2 “Action” shall refer to the matter titled Gurbir S. Grewal, Attorney General of the State of New Jersey, and Paul R. Rodriguez, Acting Director of the New Jersey Division of Consumer Affairs v. New Frontier Armory, LLC, Superior Court of New Jersey, Chancery Division, Essex County, Docket No. ESX-C-133-19, and all pleadings and proceedings related thereto, including the Verified Complaint, filed June 19, 2019, and the Answer and Affirmative Defenses, filed September 16, 2019.

4.3 “Advertisement” shall be defined in accordance with N.J.S.A. 56:8-1(c). These definitions apply to other forms of the word “Advertisement,” including “Advertised,”

“Advertise[s]” and “Advertising.”

4.4 “Attorney General” shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

4.5 “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean a statement that, regardless of the medium in which it is made, is presented in such size, color, contrast, duration, location, and audibility compared to the other information with which it is presented that it is readily apparent and understandable and in language and in terms used in accordance with their common or ordinary usage and meaning. If such statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, explains or clarifies in a manner that is readily apparent and understandable.

4.6 “Consumer” refers to any Person who is offered Merchandise for Sale.

4.7 “Division” refers to the New Jersey Division of Consumer Affairs.

4.8 “Document” shall be defined in accordance with R. 4:18-1(a).

4.9 “Include[s]” and “Including” shall be construed as broadly as possible and shall mean “without limitation.”

4.10 “LCM[s]” means large capacity ammunition magazine[s], as defined in N.J.S.A. 2C:39-1(y).

4.11 “Merchandise” shall be defined in accordance with N.J.S.A. 56:8-1(c) and Includes LCMs.

4.12 “New Frontier Armory Website” means the website located at [www.newfrontierarmory.com](http://www.newfrontierarmory.com), as well as any other website owned or controlled by New Frontier Armory through which New Frontier Armory Advertises, offers for Sale and Sells Merchandise.

4.13 “New Jersey” and “State” refer to the State of New Jersey.

4.14 “New Jersey Consumer[s]” refers to Consumers who reside in New Jersey, maintain a New Jersey IP address and/or maintain a New Jersey shipping address.

4.15 “Person[s]” shall be defined in accordance with N.J.S.A. 56:8-1(d).

4.16 “Sale” shall be defined in accordance with N.J.S.A. 56:8-1(e). This definition applies to other forms of the word “Sale,” including “Selling,” “Sell[s]” and “Sold.”

## 5. STIPULATED FINDINGS OF FACTS

5.1 Defendant is a domestic limited liability company established in the State of Nevada on April 13, 2009. At all relevant times, Defendant has maintained a principal business address of 150 East Centennial Parkway, Suite 110, North Las Vegas, Nevada 89048, and a premise address of 55 West Mayflower Avenue, North Las Vegas, Nevada 89084.

5.2 The New Frontier Armory Website was created on March 30, 2009.

5.3 Prior to June 21, 2019, New Frontier Armory has Advertised, offered for Sale and/or Sold LCMs to residents of New Jersey and elsewhere through the New Frontier Armory Website.

5.4 At least as of May 17, 2019, the New Frontier Armory Website Advertised and/or offered for Sale Merchandise that included nineteen pistol-caliber magazines. Based upon the product descriptions, seventeen pistol-caliber magazines could contain more than ten rounds of ammunition: (a) ETS 15-round 9mm Glock 19 Magazine; (b) Amend2 Glock 19 9mm 15-round Magazine; (c) KCI Glock 9mm 17-round Magazine; (d) MAGPUL 17-round 9mm Glock 17 Magazine; (e) ETS 17-round 9mm Glock 17 Magazine; (f) Amend2 Glock 17 9mm 18-round Magazine–Black; (g) ETS 19-round .40 Glock 22 Magazine; (h) ETS 24-round .40 Glock 22 Magazine; (i) KCI Glock .45 26-round Magazine; (j) ETS 30-round .40 Glock 22 Magazine; (k) ETS MP5 30-round 9mm Magazine; (l) KCI MP5 9mm 30-round Magazine; (m) KCI 31-round

.40 Glock 22 Magazine; (n) ETS 31-round 9mm Glock 18 Magazine; (o) KCI Glock 9mm 33-round Magazine; (p) ETS MP5 40-round 9mm Magazine; and (q) KCI Glock 9mm 50-round Drum.

5.5 At least as of May 17, 2019, the New Frontier Armory Website Advertised and/or offered for Sale Merchandise that included eleven rifle-caliber magazines. Based upon the product descriptions, ten rifle-caliber magazines contained more than ten rounds of ammunition: (a) Amend2 AR-15 30-round Magazine-Mod2-Black; (b) Amend2 AR-15 30-round Magazine-Mod2-FDE; (c) ETS 30-round AR-15 Magazine-Smoke; (d) Lancer Systems 30-round AR-15 Magazine; (e) MAGPUL PMAG 30-round 5.56 Magazine-Black; (f) MAGPUL PMAG M2 30-round 5.56-Window; (g) MFT 30-round 5.56 Magazine-Black; (h) TorkMag 35-round AR-15 Magazine; (i) TorkMag 50-round AR-15 Magazine; and (j) KCI AR-15 100-round Drum Magazine.

5.6 At least as of May 17, 2019, the New Frontier Armory Website did not include any statements restricting and/or prohibiting the Sale and/or shipment of LCMs to New Jersey residents.

5.7 At least as of May 17, 2019, the New Frontier Armory Website did not include any statement that New Jersey law makes it a fourth-degree crime, punishable by fines up to \$10,000 per violation and imprisonment of up to eighteen months, to knowingly possess an LCM.

5.8 On August 2, 2018, acting in an undercover capacity, a Detective from the New Jersey Division of Criminal Justice (“DCJ”) purchased three Magpul PMAG 30-round 5.56x45/.223 Magazines, priced at \$14.99 each, from Defendant through the New Frontier Armory Website. Defendant shipped the LCMs from “New Frontier Armory, Distribution Center, 55 W Mayflower Ave, North Las Vegas NV 89030-3951” to an undercover New Jersey address.

5.9 On August 6, 2018, the DCJ Detective picked up and took possession of the package shipped by Defendant and, thereafter, confirmed delivery of the three LCMs that were ordered on August 2, 2018.

5.10 On January 7, 2019, the Attorney General issued a cease and desist letter to Defendant demanding that it stop Advertising, Selling, and/or shipping LCMs to New Jersey.

5.11 On January 22, 2019, Defendant responded to the Attorney General's letter. Defendant stated that "we have notified our distribution center staff of your current New Jersey law" and that it had added the following statement to all magazine product pages over ten rounds:

*\*\*ATTENTION\*\* Large/High Capacity Magazine Restrictions:  
Large/high capacity magazines are not legal in all areas of the U.S.  
Please be aware of your local laws prior to ordering.  
Orders with prohibited items shipping to areas that have large/high  
capacity magazines bans will be canceled and a 15% restocking fee  
will be deducted from refunded payments.*

5.12 On May 23, 2019, using an undercover identity, an Investigator from the Division accessed the New Frontier Armory Website to make an undercover purchase of the following: (a) ETS 15-round 9mm Glock 19 Magazine, SKU MAG-ETS9-15, priced at \$16.99; (b) Lancer Systems 30-round AR-15 Magazine, SKU MAG-L5AWM30, priced at \$15.99; and (c) KCI AR-15 100-round Drum Magazine, SKU MAG-KCI-AR15-100, priced at \$129.99. Defendant shipped the LCMs from "New Frontier Armory, Distribution Center, 55 W Mayflower Ave, North Las Vegas NV 89030-3951" to an undercover New Jersey address.

5.13 On May 29, 2019, the Division Investigator, accompanied by another Division Investigator and a DCJ Sergeant, picked up and took possession of the package shipped by Defendant and, thereafter, confirmed delivery of the three LCMs that were ordered on May 23, 2019.

## 6. ALLEGED VIOLATIONS OF LAW

6.1 N.J.S.A. 2C:39-1 to -20 regulates the possession, sale, manufacture, and transport of firearms in New Jersey.

6.2 On June 13, 2018, New Jersey enacted a law prohibiting, with limited exceptions, the sale or possession of LCMs. The bill reduced the maximum lawful magazine capacity from fifteen to ten rounds of ammunition. Under the law, any person who knowingly possesses an LCM is guilty of a crime of the fourth degree, punishable by fines of up to \$10,000, and by a term of imprisonment of up to eighteen months.

6.3 LCMs are “merchandise” within the meaning of the CFA, N.J.S.A. 56:8-1(c), as well as “consumer products” within the meaning of the Hazardous Products Regulations, N.J.A.C. 13:45A-4.2.

6.4 Plaintiffs allege that New Frontier Armory failed to comply with the CFA and the Hazardous Products Regulations as follows:

- a. On the home page of the New Frontier Armory Website, Advertising, offering for Sale, and/or Selling pistol-caliber magazines and rifle-caliber magazines containing more than ten rounds of ammunition to New Jersey residents, despite that the possession of LCMs is a fourth-degree crime, punishable by fines of up to \$10,000, and by a term of imprisonment up to eighteen months;
- b. Through the New Frontier Armory Website, Advertising, offering for Sale, and/or Selling seventeen pistol-caliber magazines ranging from fifteen to fifty rounds including: (i) ETS 15-round 9mm Glock 19 Magazine; (ii) KCI Glock 9mm 17-round Magazine; (iii) Amend2 Glock 17 9mm 18-round Magazine–Black; (iv) ETS 19-round .40 Glock 22 Magazine; (v) ETS 24-round .40 Glock 22 Magazine; (vi) KCI Glock .45 26-round Magazine; (vii) ETS 30-round .40 Glock 22 Magazine; (viii) KCI 31-round .40 Glock 22 Magazine; (ix) KCI Glock 9mm 33-round Magazine; (x) ETS MP5 40-round 9mm Magazine; and (xi) KCI Glock 9mm 50-round Drum to New Jersey residents, when the possession of such items constitutes a criminal offense in New Jersey;



- c. Through the New Frontier Armory Website, Advertising, offering for Sale, and/or Selling 10 rifle-caliber magazines ranging from 30 to 100 rounds including: (i) Amend2 AR-15 30-round Magazine–Mod2-Black; (ii) TorkMag 35-round AR-15 Magazine; (iii) TorkMag 50-round AR-15 Magazine; and (iv) KCI AR-15 100-round Drum Magazine to New Jersey residents, when the possession of such items constitutes a criminal offense in New Jersey;
- d. On the New Frontier Armory Website, stating “[o]rders with prohibited items shipping to areas that have large/high capacity magazine bans will be canceled and a 15% restocking fee will be deducted from refund payments” but then proceeding to ship LCMs to New Jersey;
- e. Failing to cease and desist from the Advertisement, offering for Sale, and/or Sale of LCMs to New Jersey residents following receipt of the Attorney General’s cease and desist letter;
- f. Selling and delivering an ETS 15-round 9mm Glock 19 Magazine, a Lancer Systems 30-round AR-15 Magazine, and a KCI AR-15 100-round Drum Magazine to a New Jersey resident when the possession of such items in New Jersey is a criminal offense;
- g. Misrepresenting on the New Frontier Armory Website that “[o]rders with prohibited items shipping to areas that have large/high capacity magazine bans will be canceled and a 15% restocking fee will be deducted from refund payments”; and
- h. Failing to Clearly and Conspicuously disclose on the New Frontier Armory Website that in New Jersey the possession of an LCM is a fourth-degree crime, punishable by fines of up to \$10,000 and imprisonment of up to eighteen months.

## **7. INJUNCTIVE RELIEF AND BUSINESS PRACTICES**

7.1 Defendant shall not engage in any unfair or deceptive acts or practices in the conduct of any business in the State and shall comply with such State and/or Federal laws, rules and regulations as now constituted, including the CFA and the Hazardous Products Regulations.

7.2 Defendant shall not Advertise, offer for Sale, and/or Sell LCMs to New Jersey Consumers, whether through the New Frontier Armory Website or otherwise.

7.3 Defendant shall block the shipping of any LCM to any New Jersey address.

7.4 Defendant shall Clearly and Conspicuously include on the LCM product pages of the New Frontier Armory Website the following notice: “PLEASE NOTE: Certain U.S. jurisdictions restrict firearm magazine sales. New Frontier Armory cannot process sales/shipments prohibited by law. A list of states and municipalities restricting firearm magazine sales is available here.” The notice shall include a link to a page specifying New Jersey’s LCM restrictions, specifically that “New Jersey law prohibits large capacity ammunition magazines with a capacity of more than ten rounds of ammunition — and any person who knowingly possesses an LCM is guilty of a crime of the fourth degree, punishable by fines and imprisonment.”

7.5 Defendant shall continue to make and keep any and all Documents Concerning all Sales and attempted purchases of LCMs to any New Jersey shipping address, including checkout pages, invoices, order confirmations, shipping confirmations, receipts, payment confirmations, packing lists, and shipment tracking.

## **8. SETTLEMENT PAYMENT**

8.1 The Parties have agreed to a settlement of the Action in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) (“Settlement Payment”).

8.2 The Settlement Payment comprises of civil penalties, pursuant to N.J.S.A. 56:8-13, and reimbursement of Plaintiffs’ attorneys’ fees and investigative costs, pursuant to N.J.S.A 56:8-11 and 56:8-19.

8.3 Defendant shall pay the Settlement Payment in eighteen (18) installments as follows:

- (a) Five Thousand and 00/100 Dollars (\$5,000.00) shall be paid contemporaneously with the signing of this Consent Judgment on or before September 1, 2020;
- (b) Two Thousand Six Hundred Forty Seven and 20/100 Dollars (\$2,647.20) shall be paid on or before October 1, 2020; and

- (c) Two Thousand Six Hundred Forty Seven and 05/100 Dollars (\$2,647.05) shall be paid on or before the first day of each month beginning on November 1, 2020 and concluding on February 1, 2022.

8.4 All payments made in satisfaction of the Settlement Payment shall be paid by certified check, cashier's check, money order, credit card or wire transfer payable to the "New Jersey Division of Consumer Affairs" and forwarded to:

Case Initiation and Tracking Unit  
New Jersey Department of Law & Public Safety  
Division of Consumer Affairs  
124 Halsey Street  
P.O. Box 45029  
Newark, New Jersey 07101  
Attn: Van Mallett, Lead Investigator

8.5 Upon making the Settlement Payment, Defendant shall immediately be fully divested of any interest in, or ownership of, the monies paid and all interest in the monies, and any subsequent interest or income derived therefrom, shall inure entirely to the benefit of the Plaintiffs pursuant to the terms herein.

8.6 In the event Defendant fails to comply with Section 8.3, Plaintiffs shall provide Defendant with written notice of default or noncompliance ("Notice of Noncompliance") seeking payment of any unpaid portion of the Settlement Payment. In any such Notice of Noncompliance, Plaintiffs shall provide Defendant with the specific details of the alleged default or noncompliance, and shall afford Defendant a fifteen (15) day period from receipt of the Notice of Noncompliance within which to cure the default or noncompliance ("Cure Period").

8.7 In the event of Defendant's failure to cure any such default or noncompliance within the Cure Period, Defendant consents to the entry of a judgment for any unpaid portion of the Settlement Payment. Upon entry by the Court of any such judgment, Plaintiffs shall then arrange for entry of such judgment as a statewide lien in New Jersey and elsewhere, as appropriate.

**9. DISMISSAL OF ACTION**

9.1 The entry of this Consent Judgment constitutes a dismissal with prejudice of the Action as between Plaintiffs and Defendant provided, however, that the Court shall retain jurisdiction to enforce the terms of this Consent Judgment.

**10. GENERAL PROVISIONS**

10.1 This Consent Judgment is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Judgment.

10.2 This Consent Judgment shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

10.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Judgment and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Judgment.

10.4 This Consent Judgment contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Judgment shall be modified only by a written instrument signed by or on behalf of the Plaintiffs and Defendant.

10.5 Except as otherwise explicitly provided for in this Consent Judgment, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

10.6 If any portion of this Consent Judgment is held invalid or unenforceable by operation of law, the remaining terms of this Consent Judgment shall not be affected.

10.7 This Consent Judgment shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Judgment

avoid compliance with this Consent Judgment.

10.8 This Consent Judgment is agreed to by the Parties and entered into for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Judgment nor any action taken hereunder shall constitute, or be construed as: (a) an approval, sanction or authorization by the Attorney General, the Division, or any other governmental unit of the State of any act or practice of the Defendant; or (b) an admission by the Defendant that any of its acts or practices described in or prohibited by this Consent Judgment were or are unfair or deceptive or violate the Consumer protection laws of the State. This Consent Judgment is not intended, and shall not be deemed, to constitute evidence or precedent of any kind except in: (a) any action or proceeding by one of the Parties to enforce, rescind, or otherwise implement or affirm any or all of the terms of this Consent Judgment; or (b) any action or proceeding involving a Released Claim (as defined in Section 12) to support a defense of res judicata, collateral estoppel, release, or other theory of claim preclusion, issue preclusion, or similar defense.

10.9 Nothing contained in this Consent Judgment shall be construed to limit or otherwise affect the rights of any Persons who are not Parties to this Consent Judgment with respect to any of the matters contained herein.

10.10 Unless otherwise prohibited by law, any signatures by the Parties required for entry of this Consent Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Judgment.

## 11. REPRESENTATIONS AND WARRANTIES

11.1 The Parties represent and warrant that their signatories to this Consent Judgment have authority to act for and bind the respective Parties.

11.2 Defendant represents and warrants that it has provided to Plaintiffs Documents

reflecting all of the Sales of Merchandise to New Jersey shipping addresses from June 1, 2009 to the Effective Date.

11.3 Defendant represents and warrants that it has removed New Jersey as an available shipping and billing address on the checkout page of the New Frontier Armory Website to prevent the shipping of any LCM to any New Jersey address.

## **12. RELEASE**

12.1 In consideration of the injunctive relief, payments, undertakings, mutual promises and obligations provided for in this Consent Judgment and conditioned on Defendant making the Settlement Payment in the manner referenced in Section 8. Plaintiffs hereby agree to release Defendant from any and all civil claims or Consumer-related administrative claims, to the extent permitted by State law, which Plaintiffs could have brought prior to the Effective Date against Defendant for violations of the CFA and the Hazardous Products Regulations as alleged in the Action, as well as the matters specifically addressed in Sections 6 and 7 of the Consent Judgment ("Released Claims").

12.2 Notwithstanding any term of this Consent Judgment, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Judgment; and (c) any claims against the Defendant by any other agency or subdivision of the State.

## **13. PENALTIES FOR FAILURE TO COMPLY**

13.1 The Attorney General (or designated representative) shall have the authority to enforce the provisions of this Consent Judgment, seek sanctions or other relief (including attorneys' fees and costs) for violations of this Consent Judgment, or both.

13.2 Plaintiffs and Defendant agree that any future violations of the provisions of Section 7 of this Consent Judgment shall constitute a second or succeeding violation under

N.J.S.A. 56:8-13 and that Defendant may be liable for enhanced civil penalties.

**14. COMPLIANCE WITH ALL LAWS**

14.1 Except as provided in this Consent Judgment, no provision herein shall be construed as:

- (a) Relieving the Defendant of its obligations to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or
- (b) Limiting or expanding any right the Plaintiffs may otherwise have to obtain information, documents, or testimony from the Defendant pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right the Defendant may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Plaintiffs to obtain such information, documents, or testimony.

**15. NOTICES UNDER THIS CONSENT JUDGMENT**

15.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Parties pursuant to this Consent Judgment shall be sent by the United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Plaintiffs:

Jesse J. Sierant, Deputy Attorney General  
State of New Jersey  
Office of the Attorney General  
Department of Law and Public Safety  
Division of Law  
124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

For the Defendant:

Scott L. Braum, Esq.  
Scott L. Braum & Associates, Ltd.  
812 East Franklin Street, Suite C  
Dayton, Ohio 45459

IT IS ON THE 2<sup>d</sup> DAY OF September 2020, SO ORDERED,  
ADJUDGED AND DECREED.

  
\_\_\_\_\_  
HON. JODI LEE ALPER, P.J.CH.



JOINTLY APPROVED AND  
SUBMITTED FOR ENTRY:

FOR THE PLAINTIFFS:

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

By: s/ *Lorraine K. Rak*

Lorraine K. Rak  
Counsel for Affirmative Civil Enforcement

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: *September 1*, 2020

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

By: s/ *Jesse J. Sierant*

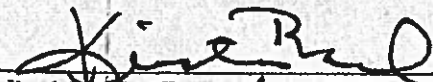
Jesse J. Sierant  
Deputy Attorney General  
Assistant Section Chief  
Consumer Fraud Prosecution Section

124 Halsey Street - 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, New Jersey 07101

Dated: *September 1*, 2020

FOR THE DEFENDANT:

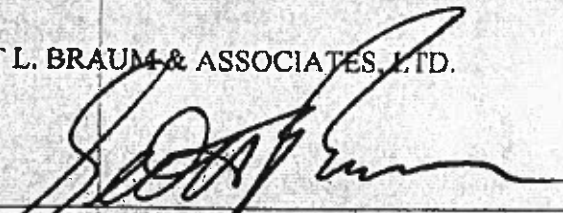
RENZULLI LAW FIRM, LLP

By:   
~~Paul Macio, Esq.~~ Kristen Renzulli, Esq.

Dated: August 30, 2020

One North Broadway, Suite 1005  
White Plains, New York 10601  
Attorneys for Defendant New Frontier Armory, LLC

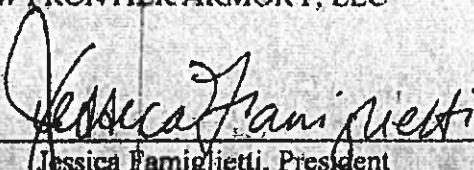
SCOTT L. BRAUM & ASSOCIATES, LTD.

By:   
Scott L. Braum, Esq. (*pro hac vice* admitted)

Dated: August 27, 2020

812 East Franklin Street, Suite C  
Dayton, Ohio 45459  
Attorneys for Defendant New Frontier Armory, LLC

NEW FRONTIER ARMORY, LLC

By:   
Jessica Famiglietti, President

Dated: Aug 28<sup>th</sup>, 2020

150 East Centennial Parkway, Suite 110  
North Las Vegas, Nevada 89048