

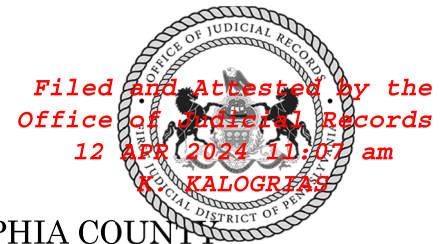
CITY OF PHILADELPHIA,

Plaintiff,

v.

POLYMER80, INC., *et al.*

Defendants.



PHILADELPHIA COUNTY
COURT OF COMMON PLEAS
CIVIL TRIAL DIVISION

July Term, 2023

No: 230700362

NOTICE OF PROPOSED STIPULATED JUDGMENT AND DISMISSAL

On this 12th day of April, 2024, Plaintiff, the City of Philadelphia (the “City”), and Defendant, Polymer80, Inc., by their respective attorneys, hereby give notice that they have stipulated and agreed that the claims filed by the City against Defendant Polymer80, Inc., are hereby dismissed upon stipulated terms pursuant to Phila. Civ. R. 201. The proposed Stipulated Judgment is attached hereto as Exhibit 1 to this Notice. There are no pending counterclaims or third-party claims in this case, and the City’s Claims against Defendant Not an LLC, LLC d/b/a JSD Supply are unaffected by this Notice.

Respectfully submitted,

ON BEHALF OF CITY OF PHILADELPHIA:

By: s/Katie R. Beran
Katie R. Beran (PA ID No. 313872)
HAUSFELD LLP
325 Chestnut Street, Suite 900
Philadelphia, PA 19106
Tel: 215-985-3270
Fax: 215-985-3271
kberan@hausfeld.com

Counsel for City of Philadelphia

ON BEHALF OF POLYMER80, INC.:

By: s/Jonathan Goldstein
Jonathan Goldstein (No. 201627)
Shawn Rodgers (No. 307598)
GOLDSTEIN LAW PARTNERS, LLC
P.O. Box 552
Paoli, PA 19301
Tel: 610-949-0444
jgoldstein@goldsteinlp.com
srodgers@goldsteinlp.com

Counsel for Polymer80, Inc.

EXHIBIT 1

CITY OF PHILADELPHIA
One Parkway Building
1515 Arch Street, 15th Floor
Philadelphia, PA 19102

Plaintiff,

v.

POLYMER80, INC.
134 Lakes Blvd.
Dayton, NV 89403
NVSOS@gundersonlaw.com

JSD SUPPLY, INC.
1052 New Castle Road
Prospect, PA 16052
info@jsdsupply.com

Defendants.

PHILADELPHIA COUNTY

COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION

July Term, 2023

No: 230700362

STIPULATED JUDGMENT AND DISMISSAL UNDER PHILA. CIV. R. 201

This Stipulation of Settlement and Dismissal (“Stipulation”) is made and entered into by and between Plaintiff, City of Philadelphia (the “City” or “Philadelphia”) and Defendant Polymer80, Inc. This Stipulation does not address and has no effect on the City’s claims against Defendant JSD Supply, Inc., which is not a party to this Stipulation.

WHEREAS the City filed a Complaint against Polymer80, alleging claims of Public Nuisance and Negligence, and that the resulting action is entitled *City of Philadelphia v. Polymer80, Inc., et al.*, Case No. 230700362, in the Philadelphia County Court of Common Pleas, Civil Division;

WHEREAS, to efficiently resolve this action, preserve judicial resources, and promote public health and safety in the City of Philadelphia, the parties desire to settle the City’s claims pursuant to Phila. Civ. R. 201 under the terms set forth below;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. DEFINITIONS

1. The following definitions apply for the purposes of this Stipulation:
 - a. “Case” shall mean *City of Philadelphia v. Polymer80, Inc., et al.*, Case No. 230700362, in the Philadelphia County Court of Common Pleas, Civil Division.
 - b. “Court” shall mean the Philadelphia County Court of Common Pleas in the Commonwealth of Pennsylvania.
 - c. “Customer” shall mean any individual who has purchased or otherwise acquired a product manufactured by Polymer80.
 - d. “Customer Service” shall mean any assistance, advice, or instruction provided by Polymer80 employees or representatives.
 - e. “Dealer” shall mean any individual or entity which serves as a wholesale purchaser, purchaser for resale, or distributor of Polymer80 Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits and/or any person or entity that enters into a future agreement with Polymer80 relating to the purchase for resale of Polymer80 Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits.
 - f. “Date of Execution” shall mean the date this Stipulation has been signed by both parties’ representatives.
 - g. “EDPA Counties” shall mean the following counties in the Commonwealth of Pennsylvania: Berks, Bucks, Chester, Delaware, Lancaster, Lehigh, Montgomery, Northampton, and Philadelphia.

- h. “Effective Date” shall mean the date of the entry of this Stipulation.
- i. “Polymer80” shall mean Polymer80, Inc., including its agents, successors, assigns, and any related or affiliated companies.
- j. “Unserialized Frame or Receiver” shall mean any forged, cast, printed, extruded, or machined body or similar article that (1) may be machined or converted by the end user into the frame or receiver of a firearm and (2) does not feature a cast or engraved identifying serial number.
- k. “Unserialized Frame and Receiver Kits” shall mean any items manufactured or sold by Polymer80 which contain an Unserialized Frame or Receiver and parts, tools, or guides related to same.

II. OVERVIEW

- 2. On July 5, 2023, the City of Philadelphia (“the City” or “Philadelphia”) filed a Complaint against Polymer80 in the Philadelphia County Court of Common Pleas, alleging claims of public nuisance and negligence.
- 3. In the Complaint, the City alleges that Polymer80 created a public nuisance by marketing, selling, and distributing Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits to Philadelphia residents without conducting background checks prior to sale, without appropriate record keeping, and without complying with other Pennsylvania laws governing the commercial sale of firearms.
- 4. The City alleges that through Polymer80’s sales, distribution, and marketing practices, Polymer80 illegally placed Unserialized Frames or

Receivers and Unserialized Frame and Receiver Kits in the stream of commerce and knowingly created an illegal market for ghost guns. The City also alleges that by creating an illegal market for firearms, Polymer80 caused a public nuisance that unreasonably interferes with public health, public safety, public peace, public comfort, and quality of life and endangers Philadelphia's property.

5. The City alleges that Polymer80 knew or should have known that those prohibited from possessing firearms would inevitably access Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits as ordinarily marketed, sold, and distributed by Polymer80.
6. The City alleges that as a direct and foreseeable consequence of Polymer80's conduct, Philadelphia has spent millions of dollars for municipal costs. The City further alleges that these costs include unnecessary and excessive ambulatory care services, emergency services, police services, social services, and public works, among others.
7. The City alleges that Polymer80 has a legal duty to exercise reasonable and ordinary care and skill in accordance with applicable standards of conduct in manufacturing, advertising, marketing, selling, and/or distributing Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits. The City also alleges that Polymer80 breached its duty to exercise the degree of care commensurate with the dangers involved in manufacturing, advertising, marketing, selling, and/or distributing firearms. The City further alleges it was foreseeable to Polymer80 that

such unlawful and unreasonable business and marketing practices would lead to easy access to Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits.

8. The City alleges Polymer80 also violated Pennsylvania statutes and regulations, including the Pennsylvania Uniform Firearms Act (PUFA), by, inter alia, choosing not to maintain proper record keeping, choosing not to verify that a purchaser is over eighteen years old, choosing not to conduct proper background checks, and choosing not to enforce point-of-sale requirements.
9. Instead of engaging in protracted and costly litigation that will delay relief for Philadelphia residents, as well as consume significant time and resources of the Court and of the parties, the City and Polymer80 agree to the entry of this Stipulated Judgment to resolve all their disputes in this Case, without the completion of trial or the adjudication of issues involving law or fact.

III. SETTLEMENT PAYMENTS

10. In full settlement of the City's claims, Polymer80 shall make payments to the City totaling \$1.3 million in four separate payments (the "Payments"):
 - a. Polymer80 shall pay its first installment of \$325,000 within one year of the Date of Execution.
 - b. Polymer80 shall pay its second installment of \$325,000 within two years of the Date of Execution.
 - c. Polymer80 shall pay its third installment of \$325,000 within three

years of the Date of Execution.

- d. Polymer80 shall pay its fourth installment of \$325,000 within four years of the Date of Execution.
11. The Payments shall be paid by wire transfer, instructions to be provided to Polymer80. All Payments and written correspondence related to the Payments shall be directed to the City Treasurer.
12. The amount and timing of the Payments is based on Polymer80's representation that it is unable to pay any larger amount, and that it is unlikely to be able to pay any substantial sum within one year of the Date of Execution. If the City obtains information suggesting that Polymer80's financial condition is materially different than what it has represented through its financial statements, the City retains the right to petition the Court to reopen this Case and pursue full damages for its claims. *See Ex. A.*

IV. INJUNCTIVE RELIEF

13. As of the Effective Date, Polymer80 is hereby subject to a permanent injunction pursuant to the terms described below. The parties agree that this Stipulation is necessary to protect the public health and safety of citizens in the City of Philadelphia.

A. Ban on Sales of Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits

14. Polymer80 shall be prohibited from:
 - a. Selling, distributing, shipping, delivering, transferring, or otherwise

- engaging in the distribution of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits in the City of Philadelphia;
- b. Entering into any agreement with any Dealer that does not expressly prohibit the Dealer from selling, distributing, shipping, delivering, transferring, or otherwise engaging in the distribution of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits in the City of Philadelphia;
 - c. Otherwise failing to take reasonable measures, as identified in Paragraph 16, to permanently prevent the sale, distribution, shipment, delivery, or transfer of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits in the City of Philadelphia.
15. For a period of four (4) years after the Effective Date, Polymer80 shall be prohibited from:
- a. Selling, distributing, shipping, delivering, transferring, or otherwise engaging in the distribution of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits in the EDPA Counties.
 - b. Entering into any agreement with any Dealer that does not expressly prohibit the Dealer from selling, distributing, shipping, delivering, transferring, or otherwise engaging in the distribution of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits in EDPA Counties;
 - c. Otherwise failing to take reasonable measures, as identified in Paragraph 17, to prevent the sale, distribution, shipment, delivery, or

transfer of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits to EDPA Counties.

16. Polymer80 shall take reasonable measures to permanently prevent the sale distribution, shipment, and delivery of Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits in the City of Philadelphia, including:
 - a. Executing an Addendum to each of its current agreements with Dealers that prohibits the Dealer from selling, distributing, shipping, delivering, or otherwise engaging in the distribution of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits in the City of Philadelphia. Each Addendum shall state that it is unlawful to sell, offer to sell, or transfer Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits in the City of Philadelphia;
 - b. Executing an additional Addendum for Dealers who are physically located within Pennsylvania, New Jersey, New York, Delaware, Maryland, West Virginia, Ohio, and Virginia, in which the Dealer agrees to ask for a valid, government-issued, photo identification for all customers at the point of sale of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits. The Addendum shall require the Dealer to refuse sale or transfer of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits to any individual whose photo identification indicates that they reside in the City of Philadelphia; and

- c. Including, in future agreements with Dealers, either as an Addendum or a term of the agreement, a prohibition on the sale, distribution, shipment, or delivery of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits in the City of Philadelphia. Each agreement shall state that it is unlawful to sell, offer to sell, or transfer Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits in the City of Philadelphia.
17. Polymer80 shall take reasonable measures to prevent the sale distribution, shipment, and delivery of Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits for a period of four (4) years after the Effective Date in the EDPA Counties, including:
 - a. Executing an Addendum to each of its current agreements with Dealers that prohibits the Dealer from selling, distributing, shipping, delivering, or otherwise engaging in the distribution of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits for a period of four (4) years in any of the EDPA Counties. Each Addendum shall state that it is unlawful to sell, offer to sell, or transfer Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits in any of the EDPA Counties;
 - b. Executing an additional Addendum for Dealers who are physically located within Pennsylvania, New Jersey, New York, Delaware, Maryland, West Virginia, Ohio, and Virginia, in which the Dealer agrees to ask for a valid, government-issued, photo identification for

all customers at the point of sale of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits. The Addendum shall require the Dealer to refuse sale or transfer of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits to any individual whose photo identification indicates that they reside in any of the EDPA Counties; and

- c. Including, in future agreements with Dealers, either as an Addendum or a term of the agreement, a prohibition on the sale, distribution, shipment, or delivery of Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits for a period of four (4) years after the Effective Date in any of the EDPA Counties in the Commonwealth of Pennsylvania. Each agreement shall state that it is unlawful to sell, offer to sell, or transfer Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits in any of the EDPA Counties.

- 18. Polymer80 shall provide a copy of each relevant Addendum to all of its current Dealers within 14 days of the Effective Date. If any current Dealer has not returned an executed copy of an Addendum within 45 days of the Effective Date, Polymer80 shall cease the sale, distribution, shipment, or delivery of Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits to the Dealer until the Dealer provides an executed copy of the Addendum.

B. Ban on Promotion

19. Polymer80 shall not engage in the promotion of its products in the City of Philadelphia by:

- a. Utilizing Polymer80 employees to promote Polymer80 Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits at events in the City of Philadelphia in which firearms are sold, promoted, or advertised;
- b. Promoting Polymer80's website or social media accounts (including, but not limited to, Polymer80's Facebook and Instagram accounts) through paid advertising on online advertising platforms specifically targeting or expressly mentioning the City of Philadelphia; or
- c. Engaging in Internet search engine optimization or other techniques to specifically promote Polymer80 generally or Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits specifically in the City of Philadelphia.

20. Polymer80 shall not engage in the promotion of its products in any of the EDPA Counties in the Commonwealth of Pennsylvania for a period of four (4) years by:

- a. Utilizing Polymer80 employees to promote Polymer80 Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits at events in any of the EDPA Counties in which firearms are sold, promoted, or advertised;
- b. Promoting Polymer80's website or social media accounts (including,

but not limited to, Polymer80's Facebook and Instagram accounts) through paid advertising on online advertising platforms specifically targeting or expressly mentioning any of the EDPA Counties; or

- c. Engaging in Internet search engine optimization or other techniques to specifically promote Polymer80 generally or Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits specifically in any of the EDPA Counties.
21. Notwithstanding the foregoing Paragraphs 19 and 20, Polymer80 may maintain corporate websites and social media accounts which are accessible to users in the City of Philadelphia and any of the EDPA Counties in the Commonwealth of Pennsylvania.
22. Polymer80 shall state on each product page of their corporate websites that Polymer80 and Polymer80 Dealers are restricted from selling, distributing, shipping, or delivering products related to Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits to any individuals located in the City of Philadelphia.
23. For a period of four (4) years after the Effective Date, Polymer80 shall state on each product page of its corporate websites that Polymer80 and Polymer80 Dealers are restricted from selling, distributing, shipping, or delivering Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits to any individuals located in any of the EDPA Counties.

C. Ban on Customer Service

24. Polymer80 employees and other agents shall not provide any Customer

Service related to Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits if Polymer80 has reason to believe that the Customer is located in the City of Philadelphia. Polymer80 shall have reason to believe that a Customer is located in the City of Philadelphia if:

- a. The Customer has provided Polymer80 a Philadelphia shipping or billing address;
- b. The Customer has called Polymer80 from an area code beginning with 215, 223, 267, 445, 484, 610, 717, or 835; or
- c. The Customer has provided other information from which it is reasonably apparent that the Customer is located in the City of Philadelphia.

25. Polymer80 employees and other agents shall not provide any Customer Service related to Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits for a period of four (4) years after the Effective Date if Polymer80 has reason to believe that the Customer is located in any of the EDPA Counties in the Commonwealth of Pennsylvania. Polymer80 shall have reason to believe that a Customer is located in any of the EDPA Counties in the Commonwealth of Pennsylvania if:

- a. The Customer has provided Polymer80 a shipping or billing address in any of the EDPA Counties;
- b. The Customer has called Polymer80 from an area code beginning with 215, 223, 267, 445, 484, 610, 717, or 835; or
- c. The Customer has provided other information from which it is

reasonably apparent that the Customer is located in any of the EDPA Counties.

26. Polymer80 shall state on the Customer Support section of its website (or any current or future section of its website dedicated to Customer Service) that it cannot provide Customer Service related to Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits to individuals located in the City of Philadelphia.
27. Polymer80 shall state on the Customer Support section of its website (or any current or future section of its website dedicated to Customer Service) that it cannot provide Customer Service related to Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits for a period of four (4) years after the Effective Date to individuals located in any of the EDPA Counties.

D. Right to Obtain Records

28. After the Effective Date, the City shall have the right to obtain Polymer80 records as follows:
 - a. Polymer80 shall provide, on a quarterly basis, a report containing a list of all sales of Unserialized Frames or Receivers and Unserialized Frame and Receiver Kits (“Report”) to individuals and Dealers in Pennsylvania, New Jersey, New York, Delaware, Maryland, West Virginia, Ohio, and Virginia. Reports will be due on April 30, July 31, October 31, and January 31 of each calendar year, and shall include the state provided for each Dealer and shall include the state and zip

code provided for each Customer's billing and shipping addresses. If a Report indicates a potential violation of this Stipulation, Polymer80 shall respond to reasonable requests to provide additional information concerning the Dealer or Customer, including but not limited to the Dealer or Customer's identity, address, and the products the Dealer or Customer received or requested.

b. If the City has reason to believe that a Dealer located in Pennsylvania, New Jersey, New York, Delaware, Maryland, West Virginia, Ohio, or Virginia, has sold or transferred Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits to individuals who reside in the City of Philadelphia or any of the EDPA Counties, Polymer80 shall provide information concerning the Dealer in response to reasonable requests from the City.

c. If the City has reason to believe that a Dealer has sold, offered to sell, or transferred Unserialized Frames or Receivers or Unserialized Frame and Receiver Kits within the City of Philadelphia or any of the EDPA Counties, Polymer80 shall provide information concerning the Dealer in response to reasonable requests from the City.

29. The City's right to obtain Polymer80 records pursuant to Section IV.D shall expire 91 days after Polymer80 completes its payment obligations as outlined in Section III, or at the time Polymer80 obtains final bankruptcy relief under federal or state laws, whichever event occurs first. All other terms of this Stipulation shall remain in effect in perpetuity and shall be

binding upon Polymer80's successors, assigns, and affiliated companies.

V. RELEASE

30. This Stipulation shall become binding and final 91 days after Polymer80 completes the Payments described in Paragraph 10. If Polymer80 does not complete the Payments in the time proscribed by Paragraph 10, the City retains its right to pursue its Claims for the full amount of relief it would have pursued in the absence of this Stipulation. In the event of such a breach of Paragraph 10, the parties agree that the statute of limitations shall be deemed to be tolled starting on the Date of Execution until the date upon which Polymer80 breaches Paragraph 10.
31. Upon the Effective Date, the City shall release Polymer80 from all claims against Polymer80 arising prior to the Effective Date. Pursuant to Phila. Civ. R. 201, the City hereby dismisses the action against Polymer80 without prejudice and reserves the right to reopen this action at any time to enforce the stipulated terms through the entry of judgment or other appropriate relief.
32. Upon the Effective Date, Polymer80 shall release the City and its agents from all claims arising prior to the Effective Date arising out of, related to, or in connection with the above-captioned case.
33. Nothing in this Stipulation constitutes a waiver of: (1) the right to enforce this Stipulation; or (2) any rights or claims that a party may have that may accrue or arise after the party signs this Stipulation. For the avoidance of doubt, nothing in this Stipulation shall be construed to relieve Polymer80

from compliance with federal, state, or local laws related to the regulation of firearms. In the event that Polymer80's actions after the Effective Date violate federal, state, or local laws and give rise to future claims, the City retains its right to pursue future relief.

34. In the event that a party reopens this action to enforce this Stipulation through the entry of judgment or other appropriate relief, the statute of limitations for any relevant claim shall be deemed to be tolled starting on the Effective Date until the reopening of this action.

VI. JURISDICTION

35. This Stipulation shall be considered to have been negotiated, executed, and delivered, and to be wholly performed, in the State of Pennsylvania, and the rights and obligations of the parties to this Stipulation shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Pennsylvania, without giving effect to its choice-of-law principles.
36. The parties agree that the Court has jurisdiction over the subject matter of the above-captioned case and that, if either party violates this Stipulation, the Philadelphia County Court of Common Pleas shall have jurisdiction to decide any disputes, claims, or controversies between the parties related to the validity, interpretation, breach, or enforcement of this Stipulation.

VII. MISCELLANEOUS

37. Nothing in this Stipulation affects the City's claims against Defendant JSD Supply, Inc., which remains a party in this Case. Should litigation

continue against JSD Supply, Inc., Polymer80 agrees to cooperate with the City in good faith, including but not limited to, producing requested documents and appearing for third-party depositions.

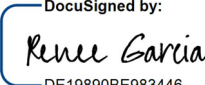
38. This Stipulation constitutes the complete understanding between the parties with respect to resolution of the City's claims and supersedes any and all agreements, understandings, and discussions, whether written or oral, between the parties in relation to the City's claims.
39. The parties hereby waive all rights to appeal the entry of this Stipulation, except that the parties retain their right to appeal future Court orders related to the enforcement of this Stipulation.
40. If any provision of this Stipulation shall be declared or determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining parts, terms, or provisions shall not be affected and shall continue in full force and effect to the extent permitted by law, and the illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be part of the Stipulation.
41. This Stipulation may not be terminated, changed, altered, or modified except with the written agreement of the parties.
42. This Stipulation constitutes the complete understanding between the parties with respect to resolution of the above-captioned case and supersedes any and all agreements, understandings, and discussions, whether written or oral, between the parties.
43. Consistent with Phila. Civ. R. 201, each party shall bear its respective

attorneys' fees and costs related to the above-captioned case.

44. Each signatory hereto represents and warrants that he or she is fully authorized to enter into this Stipulation and to bind the party for whom he or she is signing to the terms and conditions of this Stipulation.
45. This Stipulation may be executed in counterparts, and together the counterparts shall constitute one agreement.

Respectfully submitted,

ON BEHALF OF CITY OF PHILADELPHIA:

By:  DE10800BE083446...

Dated: April 1, 2024

Renee M. Garcia (PA ID No. 315622)
PHILADELPHIA CITY SOLICITOR
One Parkway Building
1515 Arch Street
Philadelphia, PA 19102
Tel: 215-683-5003
Renee.Garcia@phila.gov

Benjamin H. Field (PA ID No. 204569)
Lydia Furst (PA ID No. 307450)
Ryan Smith (PA ID No. 324643)
CITY OF PHILADELPHIA LAW DEPARTMENT
One Parkway Building
1515 Arch Street, 15th Floor
Philadelphia, PA 19102
Tel: 215-683-5000
Benjamin.Field@phila.gov
Lydia.Furst@phila.gov
Ryan.Smith@phila.gov

Katie R. Beran (PA ID No. 313872)
HAUSFELD LLP
325 Chestnut Street, Suite 900
Philadelphia, PA 19106
Tel: 215-985-3270
Fax: 215-985-3271
kberan@hausfeld.com

James Gotz (*pro hac vice*)
HAUSFELD LLP
One Marina Park Drive, Suite 1410
Boston, MA 02210
Tel: 617-207-0600
Fax: 617-830-8312
jgotz@hausfeld.com

Erika A. Inwald (*pro hac vice*)
HAUSFELD LLP
Broad Financial Center
33 Whitehall Street, 14th Floor
New York, NY 10002
Tel: (646) 357-1100
Fax: (212) 202-4322
einwald@hausfeld.com

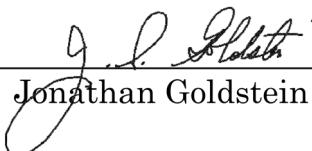
David Pucino (*pro hac vice*)
GIFFORDS LAW CENTER
244 Madison Avenue, Suite 147
New York, NY 10016
Tel: 917-524-7816
dpucino@giffords.org

Esther Sanchez-Gomez (*pro hac vice*)
GIFFORDS LAW CENTER
268 Bush Street, #555
San Francisco, CA 94104
Tel: 415-433-2062
esanchezgomez@giffords.org

Kelly Percival (*pro hac vice*)
GIFFORDS LAW CENTER
P.O. Box 51196
Washington, D.C. 20091
Tel: 415-433-2062
kpercival@giffords.org

Counsel for City of Philadelphia

ON BEHALF OF POLYMER80, INC.:

By: 
Jonathan Goldstein (No. 201627)

Dated: 3/28/2024

Shawn Rodgers (No. 307598)
GOLDSTEIN LAW PARTNERS, LLC
P.O. Box 552
Paoli, PA 19301
Tel: 610-949-0444
jgoldstein@goldsteinlp.com
srodgers@goldsteinlp.com

Counsel for Polymer80, Inc.

Certificate Of Completion

Envelope Id: 22F2B5CB20A7456FB232C75DE17475D6	Status: Completed
Subject: Complete with DocuSign: Phila v P80 Stipulated Judgment - Partially Executed 3.28.24.pdf	
Source Envelope:	
Document Pages: 21	Signatures: 1
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	City of Philadelphia - Solicitors Executive Team
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	1234 Market Street
	Suite 1800
	Philadelphia, PA 19107
	SolicitorsExecTeam@phila.gov
	IP Address: 170.115.248.20

Record Tracking

Status: Original 4/1/2024 1:06:05 PM	Holder: City of Philadelphia - Solicitors Executive Team SolicitorsExecTeam@phila.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Philadelphia - PS Contracts	Location: DocuSign

Signer Events

Renee Garcia
Renee.Garcia@phila.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Renee Garcia
DE19890BE983446...

Signature Adoption: Pre-selected Style
Using IP Address: 170.115.248.10

Timestamp

Sent: 4/1/2024 1:07:42 PM
Viewed: 4/1/2024 1:20:15 PM
Signed: 4/1/2024 1:20:23 PM

Electronic Record and Signature Disclosure:
Accepted: 4/1/2024 1:20:15 PM
ID: 53606bdd-920c-4f7b-9936-09a92f4b6b8b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Marta
Marta.Sanchez@phila.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/1/2024 1:07:42 PM

Electronic Record and Signature Disclosure:
Accepted: 11/17/2023 8:56:56 AM
ID: 38044ea0-f45c-4b26-9fdc-8651ed2fce89

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	4/1/2024 1:07:43 PM
---------------	------------------	---------------------

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	4/1/2024 1:20:15 PM
Signing Complete	Security Checked	4/1/2024 1:20:23 PM
Completed	Security Checked	4/1/2024 1:20:23 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

This Electronic Records and Signature Disclosure is provided by the City of Philadelphia in connection with a pending electronic transaction. Any party proceeding with such electronic transaction is deemed to have consented i) to conduct the transaction by electronic means; and ii) where execution of an agreement is required, to the use of electronic signatures using the method provided in the agreement. Questions regarding this Electronic Records and Signature Disclosure should be addressed to econtractphilly@phila.gov.

EXHIBIT A

CITY OF PHILADELPHIA,

Plaintiff,

v.

POLYMER80, INC., et al

Defendants.

PHILADELPHIA COUNTY

COURT OF COMMON PLEAS

CIVIL TRIAL DIVISION

No: 230700362

FINANCIAL AFFIDAVIT OF DEFENDANT POLYMER80, INC.

1. My name is Loran Kelley. I am the CEO of Polymer80, Inc.
2. I submit this affidavit on behalf of Defendant Polymer80, Inc. (“Polymer80”) in connection with the Stipulation of Settlement and Dismissal in the civil Action *City of Philadelphia v. Polymer80, Inc., et al.*, Case No. 230700362, in the Philadelphia County Court of Common Pleas in the Commonwealth of Pennsylvania (“Action”).
3. During negotiations to settle the Action, Polymer80, through its counsel in this Action, provided the following documents relating to Polymer80’s financial condition to the City of Philadelphia (the “City”):
 - a. Polymer80, Inc. Income Statement for the period January 1, 2018 through December 31, 2018
 - b. Polymer80, Inc. Income Statement for the period January 1, 2019 through December 31, 2019

- c. Polymer80, Inc. Income Statement for the period January 1, 2020 through December 31, 2020
- d. Polymer80, Inc. Income Statement for the period January 1, 2021 through December 31, 2021
- e. Polymer80, Inc. Income Statement for the period January 1, 2022 through December 31, 2022
- f. Polymer80, Inc. Income Statement for the period January 1, 2023 through December 31, 2023
- g. Stockman Bank Statement for account ending in 6436 for the period November 1, 2023 through November 30, 2023
- h. Stockman Bank Statement for account ending in 6436 for the period December 1, 2023 through December 29, 2023
- i. Stockman Bank Statement for account ending in 6436 for the period January 1, 2024 through January 31, 2024
- j. Stockman Bank Statement for account ending in 6436 for the period February 1, 2024 through February 29, 2024
- k. Stockman Bank Statement for account ending in 3831 for the period November 1, 2023 through November 30, 2023
- l. Stockman Bank Statement for account ending in 3831 for the period December 1, 2023 through December 29, 2023

- m. Stockman Bank Statement for Polymer80 Properties, LLC's Essential Business account ending in 6525 for the period February 1, 2023 through February 28, 2023
- n. Central Bank Statement for account ending in 8592 for the period December 1, 2023 through December 31, 2023
- o. Central Bank Statement for account ending in 8592 for the period January 1, 2024 through January 31, 2024
- p. Central Bank Statement for account ending in 8592 for the period February 1, 2024 through February 29, 2024
- q. Greater Nevada Credit Union Statement for account ending in 9459 for the period of December 1, 2023 through December 31, 2023
- r. Greater Nevada Credit Union Statement for account ending in 9459 for the period of January 1, 2024 through January 31, 2024
- s. Greater Nevada Credit Union Statement for account ending in 9459 for the period of February 1, 2024 through February 29, 2024
- t. Greater Nevada Credit Union Statement for account ending in 9441 for the period of December 1, 2023 through December 31, 2023
- u. Greater Nevada Credit Union Statement for account ending in 9441 for the period of January 1, 2024 through January 31, 2024
- v. Greater Nevada Credit Union Statement for account ending in 9441 for the period of February 1, 2024 through February 29, 2024

4. I declare under penalty of perjury under the laws of the State of Pennsylvania and the United States of America that the documents listed above provided a complete and accurate picture of Polymer80's income, assets, liabilities, and net worth as of April 4, 2024 and that Polymer80 has no income, assets, or liabilities that have not been disclosed to the City.
5. I understand that the City has relied on this information in negotiating a settlement of the Action, and that pursuant to the terms of the proposed Stipulated Judgment and Dismissal, the City may petition the Court to reassess penalties against Polymer80 should the City obtain information demonstrating that Polymer80's financial condition is materially different than what is represented through the documents set forth above.

Defendant Polymer80, Inc.



DATED: April 4, 2024

IT IS SO ORDERED.

BY THE COURT:

CERTIFICATE OF SERVICE

I, Katie R. Beran, hereby certify that I have caused a true and correct copy of this Notice of Stipulated Judgment and Dismissal to be electronically served on all counsel of record using the Court's electronic filing system.

Dated: April 12, 2024

s/Katie R. Beran

Katie R. Beran (No. 313872)

HAUSFELD LLP

325 Chestnut Street, Suite 900

Philadelphia, PA 19106

Tel: (215) 985-3270

kberan@hausfeld.com

Counsel for City of Philadelphia