

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (the “**Settlement Agreement**”) is made and entered into by and between the City of Philadelphia (the “**City**” or “**Philadelphia**”), Not an LLC, d/b/a JSD Supply, and Patriot Enterprises Worldwide LLC, d/b/a Eagle Shows.

### RECITALS

**WHEREAS**, the City filed a Complaint against JSD Supply, entitled *City of Philadelphia v. Polymer80, Inc., et al.*, Case No. 230700362, in the Philadelphia County Court of Common Pleas, Civil Division;

**WHEREAS**, the parties desire to settle the City’s claims in the Complaint under the terms set forth below;

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

### DEFINITIONS

1. “**Case**” shall mean *City of Philadelphia v. Polymer80, Inc., et al.*, Case No. 230700362, in the Philadelphia County Court of Common Pleas, Civil Division.
2. “**Court**” shall mean the Philadelphia County Court of Common Pleas in the Commonwealth of Pennsylvania.
3. “**JSD Supply**” shall mean Not An LLC, d/b/a JSD Supply.
4. “**Eagle Shows**” shall mean Patriot Enterprises Worldwide LLC, d/b/a Eagle Shows.
5. “**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.
6. “**Settling Parties**” means Philadelphia, JSD Supply, and Eagle Shows, and each individually is a “**Settling Party**.”
7. “**Vendor**” shall mean any individual or entity that does business with Eagle Shows in Pennsylvania related to buying, selling, or distributing Unserialized Frames or Receivers at gun shows in Pennsylvania.

### TERMS AND CONDITIONS

1. Effective Date. This Settlement Agreement shall become fully effective and binding on the Settling Parties upon the latest date of execution of the Settlement Agreement by each Settling Party (the “**Effective Date**”).

2. Dismissal. Within twenty (20) days of the Effective Date, the City will discontinue the Case against JSD Supply using the Praecepto to Discontinue form attached as Exhibit 1.

3. (a) Relief as to JSD Supply. As of the Effective Date, for a period of four (4) years, JSD Supply will not sell or transfer Unserialized Frames or Receivers in Pennsylvania and will not sell or transfer Unserialized Frames or Receivers online to any Pennsylvania resident.

(b) Relief as to Eagle Shows. As of the Effective Date, for a period of two (2) years, Eagle Shows will:

(i) Include in future agreements with Vendors, either as an Addendum or a term of the agreement, a prohibition on the sale or transfer of Unserialized Frames or Receivers at its gun shows in Pennsylvania; and

(ii) Eagle Shows shall include in its “Eagle Arms Productions Show rules”<sup>1</sup> and on any other related page of its corporate website(s) that Vendors are restricted from selling or transferring Unserialized Frames or Receivers at its guns shows in Pennsylvania.

4. Liquidated Damages as to JSD Supply. If JSD Supply violates the terms of this Agreement as set out in ¶ 3(a), it shall pay the City liquidated damages of \$1,000 per each sale or transfer.

5. (a) Disclosure Requirement as to JSD Supply. For each of the four years described in ¶ 3(a), JSD Supply shall, on or about the annual anniversary of the Effective Date, send an email to the City Solicitor<sup>2</sup> confirming its compliance with ¶ 3(a) of this Settlement Agreement or any violation thereof; in the event of a disclosure of a violation, JSD Supply shall disclose the number of violations and, within thirty days thereafter, submit payment to the City for the amount owed via wire transfer pursuant to ¶ 4. Reasonable requests by JSD Supply for additional time in which to make this annual disclosure shall not be withheld by the City. JSD Supply agrees to preserve all relevant documents while the disclosure requirement is in effect.

(b) Disclosure Requirement as to Eagle Shows. For each of the two years described in ¶ 3(b), Eagle Shows shall, on or about the annual anniversary of the Effective Date, send an email to the City Solicitor confirming its compliance with the terms in ¶ 3(b) of this Agreement. In the event of a disclosure of a violation, Eagle Shows shall disclose the type of violation(s) and, within thirty days thereafter, confirm the violation(s) have been cured. Reasonable requests by Eagle Shows for additional time in which to make this annual disclosure shall not be withheld by the City. Eagle Shows agrees to preserve all relevant documents while the disclosure requirement is in effect.

6. No Admissions. The Settling Parties agree and understand that the facts and terms of this Settlement Agreement, including all negotiations, discussions, drafts and proceedings in

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<sup>1</sup> See <https://eagleshows.com/vendors/> (requiring all Vendors seeking to reserve booth space at Eagles Shows to confirm compliance with “all federal, state, local laws and abide by Eagle Arms Productions Show rules”).

<sup>2</sup> Currently, Renee Garcia, who can be reached at [renee.garcia@phila.gov](mailto:renee.garcia@phila.gov). See <https://www.phila.gov/departments/law-department/about/leadership/>

connection with this Settlement Agreement, and any act omitted or performed or document signed in connection with this Settlement Agreement, shall not, in any court, administrative agency, arbitration forum, or other tribunal, constitute an admission or evidence of, nor be deemed to create any inference of, wrongdoing or lack of wrongdoing, nor damages, or lack of damages, suffered by any Settling Party.

7. Release. Upon the Effective Date, the City shall release JSD Supply and Eagle Shows from all claims arising prior to the Effective Date in connection with the Case.

8. No Presumption against Drafter. The Settling Parties acknowledge and agree that: (i) this Settlement Agreement has been freely negotiated by the Settling Parties; (ii) in any controversy, dispute or contest over the meaning, interpretation, validity, or enforcement of this Settlement Agreement, or any of its terms and conditions, there shall be no inference, presumption or conclusion drawn whatsoever against any Settling Party by virtue of that Settling Party having drafted or participating in the drafting of this Settlement Agreement or any portion thereof; and (iii) they hereby knowingly, intelligently and voluntarily waive the benefit of any law, court decision, or rule of contract construction that would otherwise permit a court to construe any perceived ambiguity in this Settlement Agreement against the drafter of this Settlement Agreement.

9. Enforcement. For the avoidance of doubt, nothing in this Settlement Agreement, including, without limitation, the Release, waives or prejudices the rights of any Settling Party to enforce this Settlement Agreement.

10. Governing Law. The Settlement Agreement and all claims or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, arise out of, or relate to the Settlement Agreement or the negotiation, execution, or performance of this Settlement Agreement shall be governed by, and construed in accordance with, the procedural and substantive laws of the State of Pennsylvania without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Pennsylvania applicable hereto.

11. Venue. The Settling Parties agree that any action brought by any other Settling Party to interpret or enforce any provision of this Settlement Agreement will be brought in, and each Settling Party agrees to and does hereby submit to the exclusive jurisdiction and venue of the Philadelphia County Court of Common Pleas, Civil Division.

12. Entire Agreement. This Settlement Agreement contains the entire understanding between the Settling Parties with respect to the transaction contemplated hereby, and supersedes any and all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, between the Parties, with respect to the transaction contemplated hereby. This Settlement Agreement may not be modified or amended other than by an agreement executed in writing by the Settling Parties. Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal, invalid, void or unenforceable, the remaining parts, terms or provisions will not be affected thereby, and said illegal, invalid, void or unenforceable part, term or provision will be modified or amended to render it enforceable to

the maximum extent permitted by law or, if necessary, will be deemed not to be part of this Settlement Agreement. The waiver of a breach of any of the provisions of this Settlement Agreement will not operate or be construed as a waiver of any other provision of this Settlement Agreement or a waiver of any subsequent breach of the same provision.

13. Authority. Each Settling Party hereby represents and warrants that this Settlement Agreement has been duly authorized, executed, and delivered by such Settling Party and constitutes a legal, valid, and binding obligation of such Settling Party, enforceable against such Settling Party in accordance with its terms.

14. Counterparts. This Settlement Agreement may be executed in counterparts, and together the counterparts shall constitute one agreement.

**IN WITNESS WHEREOF**, this Settlement Agreement has been executed by and behalf of each of the Settling Parties hereto as of the last date set forth below.

For the City of Philadelphia

Renee Garcia  
Signature

Renee Garcia  
Name [printed]

City Solicitor  
Title

Dated: 4/10/24

For Not an LLC

Jordan J Vinroe  
Signature

Jordan J Vinroe  
Name [printed]

CEO  
Title

Dated: April 10, 2024

For Patriot Enterprises Worldwide LLC

Jordan J Vinroe  
Signature

Jordan J Vinroe  
Name [printed]

CEO  
Title

Dated: April 10, 2024

# EXHIBIT 1

**IN THE COURT OF COMMON PLEAS  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
TRIAL DIVISION – CIVIL**

	:	Term, _____
	:	No. _____
Plaintiff(s)	:	
Vs.	:	
	:	
	:	
Defendant(s)	:	

**PRAECIPE TO DISCONTINUE**

**To the Office of Judicial Records:**

Kindly mark the above-captioned matter DISCONTINUED.

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print

I.D. #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_