

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

PEOPLE OF THE STATE OF NEW YORK, by
LETITIA JAMES, Attorney General of New York,

Plaintiff,

-v-

MEAN LLC d/b/a Mean Arms, JAMES MATTHEW
UNDERWOOD, and LARRY CULLEN
UNDERWOOD,

**CONSENT ORDER AND
JUDGMENT**

Index No. 451340-2023

Defendants.

WHEREAS:

A. Plaintiff the People of the State of New York, by Letitia James, the Attorney General of New York, commenced this action by filing the Summons and Complaint on May 11, 2023, the First Amended Complaint on February 19, 2025, and the Amended Summons and Second Amended Complaint on April 2, 2025.

B. In addition to the above-captioned matter, the following matters asserting claims against MEAN LLC d/b/a Mean Arms (“MEAN”) were filed in Supreme Court, Erie County (collectively, the Erie County Actions):

1. Diona Patterson, et al. v. Meta Platforms, Inc., et al.; Erie County Index No. 805896/2023, filed May 12, 2023;
2. Kimberly J. Salter, et al. v. Meta Platforms, Inc., et al; Erie County Index No. 808604/2023, filed July 12, 2023;

3. Wayne Jones v. MEAN LLC, et al.; Erie County Index No. 810613/2023, filed August 15, 2023;
4. Fragrance Harris Stanfield, et al. v. MEAN LLC, et al.; Erie County Index No. 810317/2023, filed August 15, 2023;
5. Arcene M. Kabuyi v. Meta Platforms, Inc., et al.; Erie County Index No. 805577/2025, filed March 28, 2025; and,
6. Carl Samuel v. Meta Platforms, Inc., et al.; Erie County Index No. 808034/2023, filed May 12, 2025.

C. All of these actions were filed following a racist mass shooting in Buffalo, New York on May 14, 2022. In preparation, the shooter purchased a Bushmaster XM-15 with a pistol grip that came installed with 10-round magazine fixed with an MA Lock, a product that MEAN manufactured. These actions, collectively, allege that MEAN claimed the MA Lock converts an illegal assault weapon in New York into a rifle that complies with the New York SAFE Act. These actions also allege that the shooter followed the instructions MEAN provided on the MA Lock's packaging and removed the MA Lock from the rifle. These actions further allege that MEAN marketed, advertised, and sold a product, the MA Lock, that the company claimed would lock a 10-round detachable magazine in place and prevent the rifle from accepting a detachable magazine; however, these actions allege that MEAN knew, as the shooter did, that the MA Lock could be removed and, when removed, it did not actually impede the ability of a rifle to accept a detachable magazine once the user installs a new magazine release.

D. The plaintiff and defendants MEAN, James Matthew Underwood, and Larry Cullen Underwood (the Mean Arms Defendants) in this action, and all of the plaintiffs in the Erie County Actions (the Erie County Plaintiffs) and defendant MEAN, have agreed to resolve the claims asserted against the Mean Arms Defendants in this action and against MEAN in the Erie County Actions.

E. Without admitting or denying any allegations, claims, or assertions in the complaints filed in this action, the Mean Arms Defendants are entering into this Consent Order and Judgment prior to any court making any findings of fact or conclusions of law pursuant to any allegations by the Attorney General.

F. The Mean Defendants neither admit nor deny any of the allegations asserted by the Erie County Plaintiffs in the Erie County Actions.

G. The terms of the Consent Order and Judgment were agreed upon as a compromise, and the Mean Arms Defendants' acceptance of its terms do not constitute, and may not be construed as, admissions of liability or wrongdoing. Neither this Consent Order and Judgment, nor any acts performed or documents executed in furtherance of this Consent Order and Judgment, may be used as an admission of any allegations, claims, or assertions contained in the complaints filed in this action.

H. The Parties in this action consent to the jurisdiction of this Court for purposes of entering and enforcing this Consent Order and Judgment.

NOW, THEREFORE, on application of the Parties, it is hereby AGREED, ADJUDGED, ORDERED, AND DECREED as follows:

Injunctive Relief

1. Except as otherwise stated herein, the Mean Arms Defendants, their officers, employees, affiliates, contractors, successors, and/or agents are hereby enjoined and shall within 30 days of the execution of this Consent Order and Judgment:

- a. Permanently remove any statements from the MEAN website that states or implies that the MA Lock renders a firearm compliant with New York law; and
- b. Permanently cease all sales of the MA Lock to individuals and/or businesses in New York State; and
 - i. Place a statement on the MA Lock packaging that it is not for sale or re-sale to individuals and/or businesses in New York State; and
 - ii. Send correspondence to all of the businesses listed on Exhibit 1 (attached) stating that the MA Lock is not to be sold or resold by them to individuals and/or businesses in New York State and requesting that the businesses place a statement on their websites that the MA Lock is not for sale or re-sale to individuals and/or businesses in New York State; and

c. Apply for the appropriate authorization to allow MEAN to conduct business in New York State, as applicable based on the requirements of New York Limited Liability Company Law § 801, *et seq.*

d. The term “MA Lock” as used herein includes the MA Lock and any MEAN products that perform substantially similar functions, if any.

2. In the event any of the Mean Arms Defendants fails to comply with the provisions set forth in paragraph 1, that party or parties may be subject to enforcement action.

Reservation of Rights

3. Upon execution of this Consent Order and Judgment, the People of the State of New York and the State of New York release and forever discharge the Mean Arms Defendants and their heirs, distributees, representatives, predecessors, successors, and assigns (collectively, the “Releasees”) from all claims the Attorney General is authorized by law to bring arising from or related to the MA Lock and the claims asserted against the Mean Arms Defendants in this action, including, without limitation, any and all acts, failures to act, conduct, statements, errors, omissions, breaches of duty, services, advice, work, engagements, events, transactions, or other activity of any kind whatsoever occurring up to and including the effective date of this Consent Order and Judgment. The released claims include, without limitation, claims that were or could have been brought by the People of the State of New York or the State of New York under the State’s

consumer protection laws, unfair trade practices laws, and public nuisance laws, together with any related common law and equitable claims for damages, equitable monetary relief, or other relief. This Consent Order and Judgment does not relate to or encompass any legal or equitable rights or claims, actions, proceedings, suits, cause of action, or demands whatsoever that the People of the State of New York or the State of New York may have against the Releasees with respect to any products other than the MA Lock or a matter not addressed in this Consent Order and Judgment. Nothing contained in this Consent Order and Judgment shall be construed as barring, diminishing, adjudicating, or in any way affecting any legal or equitable rights or claims, actions, proceedings, suits, cause of action, or demands whatsoever that the People of the State of New York or the State of New York may have against the Releasees, for any violations of New York Executive Law § 63 (12), New York General Business Law Article 22-A, New York Limited Liability Company Law § 809, or any regulations promulgated thereunder, except as set forth above.

Effective Date and Continuing Jurisdiction

4. This Consent Order and Judgment shall take effect on the date it is “So Ordered” by the Court, which shall retain continuing jurisdiction for purposes of enforcing this Consent Order and Judgment and resolving any disputes arising hereunder.

General Provisions

5. The failure to enforce any alleged violation of any term of this Consent Order and Judgment by any party shall not constitute or be deemed or construed to constitute any waiver of such violation or any other violation. No amendment to, change of, suspension of, or waiver of this Consent Order and Judgment shall be binding or of any force or effect unless and until signed by the Parties or their authorized counsel and So Ordered by the Court.

6. This Consent Order and Judgment shall be binding upon the Parties and their successors and assigns. The Parties are responsible to ensure that their respective employees, principals, agents, heirs, successors, and assigns comply with the terms of this Consent Order and Judgment.

7. The Parties further agree that this Consent Order and Judgment constitutes the complete agreement between the Parties in the instant pending action commenced by the State on May 11, 2023.

8. The Parties agree that the Consent Order and Judgment may be executed in counterparts, and that the separate execution of the attached signature pages shall not affect its validity.

9. By signing this Consent Order and Judgment, the Parties attest that the signatory on each party's behalf is vested with the authority of the party to sign for and bind that party or entity to this Consent Order and Judgment.

Dated: February 9, 2026

CONSENTED AND AGREED TO:

LETITIA JAMES
Attorney General of the State of New
York
Attorney for Plaintiff

RENZULLI LAW FIRM, LLP
Attorney(s) for Defendants

Bv:


LEMUEL SROLOVIC
Bureau Chief
RACHEL MAMAN KISH
Assistant Attorney General
MOLLY THOMAS-JENSEN
Special Counsel
New York State Office of the
Attorney General
28 Liberty Street
New York, New York 10005
(212) 416-8000

Bv:


PETER V. MALFA, ESQ.
CHRISTOPHER RENZULLI, ESQ.
One North Broadway, Suite 1005
White Plains, New York 10601
(914) 285-0700

SO ORDERED: _____
Justice, Supreme Court

Dated: _____

Exhibit 1

Online Sellers of MEAN Arms MA Lock

12/4/2025

- **Brownells** – <https://www.brownells.fr/AR-10/AR-15-MA-LOCK-MEAN-ARMS-100036254>
- **Ebay** – <https://www.ebay.com/p/22021638255>
- **Optics Planet** – <https://www.opticsplanet.com/mean-arms-california-compliant-ar-15-ar-10-fixed-magazine-catch-lock.html?srsltid=AfmBOopsLSkkz0LKBdJyjEI48DAZ6jTxfH6oviC2gT1-PB09qwN22fSL>
- **Ammo Bros** – <https://www.ammobros.com/mean-arms/-327274>
- **Dodd's Sporting Goods** - <https://doddsports.com/ar-10-ar-15-ma-lock-100036254>
- **Drifters Reloading Gear** - <https://driftersgear.com/ar-10-ar-15-ma-lock/>