

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

<i>CITY OF KANSAS CITY, MISSOURI,</i>)	
)	
Plaintiff,)	
)	
v.)	
)	Case No. 2016-CV00829
<i>JIMENEZ ARMS, INC., A NEVADA CORPORATION, et al.,</i>)	
)	
Defendants.)	

ANSWER AND COUNTERCLAIM OF DEFENDANT CR SALES FIREARMS LLC

Defendant CR Sales Firearms LLC, by and through undersigned counsel, and for its Answer and Counterclaim to plaintiff's Petition for Damages and Injunctive Relief ("Petition") states as follows¹:

1. Defendant CR Sales Firearms LLC ("CR Sales") denies the allegations in paragraph 1 of the Petition to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.
2. CR Sales denies the allegations in paragraph 2 of the Petition to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.
3. Paragraph 3 of the Petition is directed to defendants other than CR Sales and as such no answer is required from this defendant.
4. Paragraph 4 of the Petition is directed to defendants other than CR Sales and as such no answer is required from this defendant.

¹ On February 10, 2020 defendant Jimenez Arms ("Jimenez") filed for Chapter 7 bankruptcy protection under 11 U.S.C. Code 362. Plaintiff has not yet obtained service of process on Jimenez but CR Sales anticipates that Jimenez will file an automatic stay pleading after it is served.

5. The allegations in paragraph 5 of the Petition are denied as to CR Sales. CR Sales is not required to answer as to the allegations directed to other defendants.

6. The allegations in paragraph 6 of the Petition are denied as to CR Sales. CR Sales is not required to answer as to the allegations directed to other defendants.

7. CR Sales denies the allegations in paragraph 7 of the Petition to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

8. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 8 of the Petition, and therefore denies the same.

JURISDICTION AND VENUE

9. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 9 of the Petition, and therefore denies the same.

10. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 10 of the Petition, and therefore denies the same.

PARTIES

11. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 11 of the Petition, and therefore denies the same. Further answering, CR Sales specifically denies the allegations in paragraph 11 to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

12. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 12 of the Petition, and therefore denies the same.

13. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 13 of the Petition, and therefore denies the same.

14. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 14 of the Petition, and therefore denies the same.

15. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 15 of the Petition, and therefore denies the same.

16. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 16 of the Petition, and therefore denies the same.

17. Admit.

GENERAL ALLEGATIONS

18. The allegations in paragraph 18 of the Petition are denied as to CR Sales. CR Sales is not required to answer as to allegations directed to other defendants.

19. Paragraph 19 of the Petition calls for legal conclusions and/or purports to state federal laws and regulations. As such no answer is required from CR Sales to paragraph 19. Moreover, the cited laws and regulations speak for themselves.

20. Paragraph 20 of the Petition calls for legal conclusions and/or purports to state federal law. As such no answer is required from CR Sales to paragraph 20. Moreover, the cited law speaks for itself.

21. Paragraph 21 of the Petition calls for legal conclusions and/or purports to state federal and state laws. As such no answer is required from CR Sales to paragraph 21. Moreover, the cited law speaks for itself.

22. Paragraph 22 of the Petition calls for legal conclusions and/or purports to state federal legislative intent or ATF training information in a narrative format. As such no answer is required from CR Sales to paragraph 22. Moreover, federal legislative intent and ATF training information speak for themselves.

23. Paragraph 23 of the Petition calls for legal conclusions and/or purports to state federal law. As such no answer is required from CR Sales to paragraph 23. Moreover, the cited law speaks for itself.

24. Paragraph 24 of the Petition calls for legal conclusions and/or cites to ATF Form 4473. As such no answer is required from CR Sales to paragraph 24. Moreover, the cited ATF Form speaks for itself.

25. Paragraph 25 of the Petition calls for legal conclusions and/or cites to ATF Form 4473. As such no answer is required from CR Sales to paragraph 25. Moreover, the cited ATF Form speaks for itself.

26. Paragraph 26 of the Petition calls for legal conclusions and/or cites to ATF Form 4473. As such no answer is required from CR Sales to paragraph 26. Moreover, the cited ATF Form speaks for itself.

27. Paragraph 27 of the Petition calls for legal conclusions and/or purports to state federal laws and regulations. As such no answer is required from CR Sales to paragraph 27. Moreover, the cited laws and regulations speak for themselves.

28. Paragraph 28 of the Petition calls for legal conclusions and/or purports to state federal laws and regulations. As such no answer is required from CR Sales to paragraph 28. Moreover, the cited laws and regulations speak for themselves.

29. Paragraph 29 of the Petition calls for legal conclusions and/or purports to state federal laws and regulations. As such no answer is required from CR Sales to paragraph 29. Moreover, the cited laws and regulations speak for themselves.

30. Paragraph 30 calls for legal conclusions and/or purports to state ATF requirements and acknowledgement form contents. As such no answer is required from CR Sales to paragraph 30 in that regard. Moreover, the referenced ATF requirements and form speak for themselves. Further answering, CR Sales specifically denies paragraph 30 of the Petition to the extent it states, implies or attempts to raise an inference as to any wrongdoing on the part of CR Sales.

31. CR Sales denies the allegations in paragraph 31 of the Petition to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales. Any allegations in paragraph 31 directed to other defendants do not require an answer from CR Sales.

32. The allegations in paragraph 32 are directed to defendant Samuels and as such no answer is required from CR Sales. However, CR Sales denies the allegations in paragraph 32 of the Petition to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

33. The allegations in paragraph 33 are directed to defendants Samuels and Jimenez and as such no answer is required from CR Sales with the exception of the quoted language in the last sentence. CR Sales admits that the partial quote was provided in a July 8, 2019 interview but denies it accurately reflects the statement in whole as plaintiff artfully or inadvertently failed to include the rest of the quote and takes it out of context. The full interview covered CR Sales' role in aiding the Bureau of Alcohol, Tobacco and Firearms in the investigation of Samuels by reporting his suspicious activity. Further answering, CR Sales denies the allegations in paragraph 33 to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

34. The allegations in paragraph 34 are directed to defendant Jimenez and as such no answer is required from CR Sales.

35. The allegations in paragraph 35 are directed to defendants Samuels and Boles and as such no answer is required from CR Sales.

36. The allegations in paragraph 36 are directed to defendants Samuels and Boles and as such no answer is required from CR Sales.

37. The allegations in paragraph 37 are directed to defendant Samuels and as such no answer is required from CR Sales. However, CR Sales denies the allegations in paragraph 37 to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

38. The allegations in paragraph 38 of the Petition are denied as to CR Sales. CR Sales is not required to answer allegations directed to other defendants.

39-63. The allegations in paragraphs 39-63 are directed toward defendants Jimenez and Conceal & Carry and as such no response is required from CR Sales. CR Sales denies the allegations in paragraphs 39-63 to the extent the allegations imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

64. CR Sales denies the allegations in paragraph 64 of the Petition to the extent the allegations state, imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

65. In answer to paragraph 65 of the Petition, CR Sales admits the gun transfers to Samuels were lawfully and properly made and that Charles Rice was interviewed by a reporter about his role in reporting Samuels' suspicious behavior to the ATF. CR Sales denies the remaining allegations and innuendos in paragraph 65. Further answering, CR Sales asserts the quoted information from the interview about Charles Rice's role as a responsible gun store owner in reporting Samuels is quoted correctly in part but is taken out of context.

66. In response to paragraph 66 including subparts a-d., CR Sales admits it lawfully and properly transferred certain firearms to Samuels. CR Sales is without knowledge or information sufficient to form a belief about allegations in paragraph 66 as to defendants Samuels or Boles' conduct after the lawful transfers were made, but denies those allegations to the extent they imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

67. Denied.

68. Denied.

69. Denied.

70.-73. The allegations in paragraphs 70-73 are directed toward defendant Mission Ready Gunworks and as such no response is required from CR Sales. CR Sales denies allegations in paragraphs 70-73 to the extent the allegations imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

74. Denied.

75. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 75 and therefore denies same.

76. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 76 and therefore denies same.

77. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 77 and therefore denies same.

78. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 78 and therefore denies same.

79. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 79 and therefore denies same.

80. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 80 and therefore denies same.

81. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 81 and therefore denies same.

82. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 82 and therefore denies same.

83. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 83 and therefore denies same.

84. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 84 and therefore denies same.

COUNT I-PUBLIC NUISANCE

85. In response to paragraph 85 of the Petition CR Sales incorporates by reference its answers to paragraphs 1–84 of the Petition, as though fully set forth here.

86. Denied.

87. Denied.

88. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 88 and therefore denies same.

89. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 89 and therefore denies same.

90. Denied.

91. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 91 and therefore denies same.

92. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 92 and therefore denies same.

93. Denied.

94. Denied.

95. Denied.

COUNT II-NEGLIGENT ENTRUSTMENT

96. In response to paragraph 96 of the Petition CR Sales incorporates by reference its answers to paragraphs 1–95 of the Petition, as though fully set forth here.

97. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 97 and therefore denies same.

98. CR Sales admits it made lawful and proper transfers to Samuels in answer to paragraph 98. CR Sales denies the allegations in paragraph 98 to the extent the allegations imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

99. Denied.

100. Denied.

101. Denied.

102. CR Sales admits it made lawful and proper transfers to Samuels in answer to paragraph 102. CR Sales denies the allegations in paragraph 102 to the extent the allegations imply or attempt to raise an inference as to any wrongdoing on the part of CR Sales.

103. Denied.

104. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 104 and therefore denies same.

105. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 105 and therefore denies same.

106. CR Sales is without sufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 106 and therefore denies same.

107. Denied.

108. Denied.

COUNT III-NEGLIGENCE

109. In response to paragraph 109 of the Petition CR Sales incorporates by reference its answers to paragraphs 1–108 of the Petition, as though fully set forth here.

110. Denied.

111. Denied.

112. Denied.

113. Denied.

114. Denied.

115. Denied.

116. Denied.

COUNT IV-NEGLIGENCE PER SE

117. In response to paragraph 117 of the Petition CR Sales incorporates by reference its answers to paragraphs 1–116 of the Petition, as though fully set forth here.

118. Denied.

119. Paragraph 119 of the Petition calls for legal conclusions and as such no answer is required from CR Sales. Moreover, the referenced laws and regulations speak for themselves.

120. Paragraph 120 of the Petition calls for legal conclusions and as such no answer is required from CR Sales to paragraph 120.

121. Denied.

122. Denied.

COUNT V-CIVIL CONSPIRACY

123. In response to paragraph 123 of the Petition CR Sales incorporates by reference its answers to paragraphs 1–122 of the Petition, as though fully set forth here.

124. Denied.

125. The allegations in paragraph 125 are directed to defendant Samuels and such no answer is required from CR Sales.

126. Denied.

127. Denied.

128. Denied.

129. Denied.

130. Denied. Further answering, CR Sales denies Plaintiff is entitled to any relief requested in the clause following Paragraph 130 of the Petition, subsections a)-f).

AFFIRMATIVE DEFENSES

1. Plaintiff's Petition fails to state a cause of action upon which relief can be granted as to CR Sales and therefore should be dismissed in its entirety.

2. CR Sales denies each and every allegation of plaintiff's Petition not specifically admitted.

3. All CR Sales' transactions with Samuels were lawful and followed FFL process and procedures, including background checks through the ATF Form 4473 process.

4. CR Sales has full immunity from this lawsuit based on RSMo § 21.750 (2019) which states in pertinent part: "No ... city ... or any other political subdivision nor the state shall bring suit or have any right to recover against any firearms or ammunition

... dealer for damages, abatement or injunctive relief resulting from or relating to the lawful ... sale of firearms or ammunition to the public. This subsection shall apply to any suit pending as of October 12, 2003, as well as any suit which may be brought in the future.”

5. CR Sales lawful transfers are protected under federal law which provides yet another level of immunity to CR Sales and preempts the plaintiff’s attempt to circumvent federal law through its nonviable negligent entrustment cause of action under the circumstances here, including but not limited to, the fact that no evidence exists that Samuels was mentally unfit to enter into the lawful transfer transactions. See 15 U.S.C. § 7901, *et seq.* (*Protection of Lawful Commerce in Arms Act*).

6. Plaintiff has failed to allege the lawful transfers by CR Sales were the proximate cause of any specific harm alleged by the plaintiff nor can it prove actual causation as to CR Sales in its public nuisance cause of action.

7. Plaintiff had a duty but failed to properly supervise its own employee, defendant Samuels, which caused or contributed to cause any harm alleged by plaintiff.

8. Plaintiff’s claimed expenses and/or other damages are disproved by its’ own publically available documents.

9. Plaintiff’s request for damages in its public nuisance cause of action, which CR Sales denies is viable; is not allowable or recoverable because the damages claimed are for expenses and costs in line with a private, not public cause of action.

10. CR Sales had no illegal or unlawful agreement with any of the co-defendants with respect to transfers of firearms to Samuels.

11. By way of further answer and as an affirmative defense, while denying all allegations of negligence, fault, or liability, CR Sales states any injuries or damages allegedly sustained by the plaintiff, if any, were caused, in whole or in part, by other persons' contributory or comparative negligence, fault, responsibility, or causation, and lack of due care.

12. CR Sales states for a further affirmative defense, in the alternative and without admitting any of the allegations contained in the plaintiff's Petition, that the plaintiff's claims and/or damages, if any, should be barred and/or reduced as a result of the failure to mitigate any alleged damages through reasonable efforts.

13. If the plaintiff sustained any injury or damage, which is denied, then said injury or damage was directly caused or directly contributed to be caused by independent, intervening and/or superseding causes, and/or events that were not caused or controlled by this answering defendant.

14. To the extent the plaintiff seeks recovery of punitive, exemplary or aggravating circumstances damages CR Sales states and alleges the substantive laws of Missouri concerning the assessment and imposition of punitive damages violate protections afforded under the Fourteenth Amendment to the United States Constitution, in that unlimited jury and/or judicial discretion in the fixing of punitive damages invites extreme results that are unacceptable under the Due Process Clause of the Fourteenth Amendment of the United States Constitution. Under Missouri law, no reasonable constraints on the exercise of the jury's discretion in awarding punitive damages are furnished by jury instructions (or otherwise), in that the jury is not directed to consider relative factors in quantifying the amount of punitive damages that may be

awarded. The absence of instructional directives to the jury to consider these factors allows impermissible and unconstitutional vagueness and ambiguity in the jury instructions, deliberations, and verdict. This vagueness and ambiguity in turn threatens to deprive defendant of property without due process of law.

15. To the extent the plaintiff seeks recovery of punitive damages, CR Sales states and alleges the imposition of such punitive damages under the facts of this case would violate the protections afforded under the Fourth, Fifth, Sixth, Eighth, and Fourteenth Amendments of the United States Constitution. Specifically, the substantive laws of Missouri concerning the assessment and imposition of punitive damages are unconstitutionally vague and arbitrary. Moreover, punitive damages as sought in this case are an excessive punishment and are impermissible under the Fourteenth Amendment to the United States Constitution, in that they constitute a fundamental denial of due process of law.

16. While denying the constitutionality and merit of the plaintiff's claim for punitive or aggravating circumstances damages, any such claim is limited by RSMo § 510.263 and RSMo § 510.265.

17. While denying the constitutionality and merit of the plaintiff's claim for punitive damages, any such claim is limited by RSMo § 537.067-2.

18. CR Sales reserves the right to amend its Answer to plaintiff's Petition and to plead every applicable further affirmative defense identified and/or made known through further research, investigation, and discovery.

WHEREFORE, having fully responded to plaintiff's Petition defendant CR Sales respectfully requests that the Petition against it be dismissed in its entirety with

prejudice, that the plaintiff take nothing, and for CR Sales' costs and attorney fees incurred, and for such other and further relief as the Court deems just and proper.

COUNTERCLAIM

Defendant/Counterclaim Plaintiff CR Sales Firearms ("CR Sales") by and through its attorneys and for its cause of action against Plaintiff/Counterclaim Defendant City of Kansas City, Missouri ("City") states as follows:

GENERAL ALLEGATIONS

1. CR Sales at all relevant times here operated a lawful business in the sales and transfers of firearms consistent with its federal firearms license. In other words, CR Sales was a federally licensed firearms dealer (FFL).

2. The City knew or should have known prior to filing its lawsuit against CR Sales that all associated transactions between Samuels and CR Sales were lawfully done through transfer slips and completed ATF Form 4473s. Accordingly, background checks were completed on all transfers. The transactions were all transfers, not sales.

3. The City knew or should have known prior to filing its lawsuit against CR Sales that Samuels purchased firearms directly from Jimenez Arms and that federal firearm laws prohibited Jimenez from shipping directly to Samuels. Instead, Jimenez shipped purchased firearms to a licensed firearm dealer in the jurisdiction in which Samuels resided. CR Sales lawfully followed the transfer process through ATF Form 4473s for each and every transaction, and all background checks came back as approved for each and every transfer to Samuels, i.e. the FBI gave the transfer the green light when the background check came back "clean."

4. The City also knew or should have known prior to filing its lawsuit against CR Sales that CR Sales' owner Charles Rice acted as a responsible FFL and reported Samuels to the ATF when he became suspicious as to Samuels' conduct. But for Charles Rice reporting the suspicious behavior, Samuels may have continued his pattern of conduct for a much longer time.

5. Notably, the ATF did not address any of Samuels' transfers with CR Sales as problematic as to CR Sales itself. If the ATF thought there was an issue then the ATF would have acted. The City also knew or should have known this assertion about the ATF and CR Sales based on its own knowledge of the investigation into Samuels and records the City received.

6. Despite the City full well knowing that it was Charles Rice who reported his suspicions to the ATF which led to Samuels' eventual arrest and incarceration, the City wrongfully and falsely accused CR Sales and its owner Charles Rice in its lawsuit of numerous bad acts including conspiring with Samuels in an "unlawful scheme to traffic pistols into the Kansas City, Missouri area."

7. Not only did the City bring unfounded disparaging accusations against CR Sales in its lawsuit, it also dragged CR Sales' good name down with false and damaging accusations in a broad, sweeping and highly-covered January 7, 2020 press conference where CR Sales was falsely touted as conspiring to and unlawfully dealing in firearms.

8. The very same graphic that appears in the City's lawsuit on page 3 and falsely associates CR Sales with others accused of illegally trafficking in guns was put on full display in the City's press conference which garnered the expected significant

and widespread public attention. The City failed to point out at the press conference, despite its knowledge of the truth that the transfers to Samuels through CR Sales were all done lawfully through the federal background check system.

9. Significantly, the City knew or should have known before the press conference that CR Sales, through Charles Rice's responsible actions, was the one instrumental in shutting down Samuels' criminal behavior. The City knew that fact well enough to cherry pick quotes from the July 2019 interview Charles Rice gave to a reporter to paint a false picture of Mr. Rice in its lawsuit, so it is clearly established the City was well aware of Mr. Rice's role in helping break open the investigation prior to the press conference and filing the lawsuit.

10. Moreover, the City had a duty but failed to properly supervise its own employee, defendant Samuels, which caused or contributed to cause any harm alleged by the City.

11. Regardless, the City still decided to disparage and defame CR Sales at the January 2020 press conference which then led to the same disparagement and defamation multiplied over and over in local and national news stories.

12. The City knew or should have known the truth about CR Sales but the truth detracted from its orchestrated and highly publicized narrative in the press conference that it was going to bring down a gun manufacturer and local gun dealership businesses and make the City safe again.

13. As a result of the disparagement of CR Sales with false and damaging accusations of conspiring with Samuels to illegally traffic firearms, among other things, CR Sales suffered a serious negative impact to its business, reputation and sales.

14. Moreover, Mr. Rice who is nearing or at retirement age, was in the process of selling his business so that he could retire but the prospective buyer backed out of the sale when “the news” broke at the January 2020 press conference.

15. CR Sales has been and will continue to be seriously and negatively impacted and damaged by the false accusations in the press conference and lawsuit which the City knew or should have known were false and damaging including, but not limited to, falsely calling into question CR Sales financial soundness and managerial integrity which acted to deter others from dealing with CR Sales and its’ owner.

COUNT I – DEFAMATION

16. CR Sales incorporates by reference paragraphs 1-15 of its Counterclaim regarding the underlying allegations for this defamation cause of action as though fully set forth here.

17. The City verbally and in writing published false, defamatory and damaging statements of fact about CR Sales including at the January 2020 press conference, in news articles generated from the press conference and in its lawsuit.

18. The published false and defamatory statements reasonably and clearly identified CR Sales.

19. The City knew or should have known that the statements were false, defamatory and damaging but published the statements anyway.

20. The City published the false and defamatory statements despite knowing the statements were false and did so with malice, for a motive inconsistent with principles giving rise to any purported privilege and with a wanton disregard of CR Sale’s rights and interests.

21. CR Sales was harmed by the false and defamatory statements including, but not limited to, falsely accusing CR Sales of conspiring to illegally traffic firearms and false and misleading statements regarding lawful transfers.

22. CR Sales has suffered measurable damages due to the false and defamatory statements including, but not limited to, damage to its business reputation, loss of sales, other economic losses and lost opportunity to sell the business.

23. The City's conduct in publishing false and defamatory statements knowing such statements were false and damaging to a lawful business was outrageous, intentional, willful and/or shows malice or reckless indifference or conscious disregard for CR Sales' rights and therefore the City is liable for punitive damages.

WHEREFORE, CR Sales prays for judgment in its favor and against the City on its Counterclaim, for an award of compensatory damages such as are fair and reasonable, for an award of punitive damages against the City, for attorneys' fees and costs expended and for such other relief as this Court deems just and proper.

Jury Trial Demand

Separate defendant CR Sales Firearms by and through counsel, demands a trial by jury on all issues including as to its Counterclaim against the City.

Respectfully submitted,

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Certificate of Service

I hereby certify that on the 27th day of April 2020 the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon the following:

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