

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT – CHANCERY DIVISION

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|-----------------------------------------------------|---|-----------------------|
| CITY OF CHICAGO, an Illinois municipal corporation, | ) |                       |
|                                                     | ) |                       |
|                                                     | ) |                       |
| <i>Plaintiff,</i>                                   | ) |                       |
|                                                     | ) |                       |
| v.                                                  | ) | Case No. 21 CH 01987  |
|                                                     | ) |                       |
| WESTFORTH SPORTS, INC.,                             | ) | Hon. Myron F. Mackoff |
|                                                     | ) |                       |
| <i>Defendant.</i>                                   | ) |                       |

PLAINTIFF CITY OF CHICAGO’S OPPOSITION TO  
DEFENDANT’S SECTION 2-619 AND SECTION 2-615 MOTION TO DISMISS

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## PRELIMINARY STATEMENT

This case arises from Plaintiff City of Chicago's efforts to address the gun violence epidemic within its borders, fueled by illegal gun sales from retailers located just beyond them. Defendant Westforth Sports, Inc. ("Westforth") is one such retailer, a federally licensed gun dealer in Gary, Indiana, that for years was the single largest out-of-state supplier of firearms recovered by Chicago police in connection with crimes. This dubious title is due largely to Westforth's practice of selling guns to criminal middlemen who then make the short trip to Chicago to re-sell or deliver them—a phenomenon known as "straw purchasing." The City has identified hundreds of Westforth straw purchases to date, and more than 60 firearms from these illicit transactions have been recovered by the Chicago police in connection with crimes ranging from unlawful possession to homicide.

When a licensed retailer like Westforth proceeds with a straw sale despite knowing or having reason to believe that its customer is buying the gun for someone else, the retailer breaks the law. The City's Amended Complaint is brimming with examples like this, where Westforth sold guns despite clear signs of criminal diversion such as duplicate and triplicate gun purchases, high-volume buying in a short period, and sales after law enforcement had already contacted the store about earlier guns sold to the same customer. As the First District held when evaluating Westforth's motion to dismiss for lack of personal jurisdiction, "the record is replete with evidence that Westforth knew it was operating a pipeline for illegal weapons into Chicago." *City of Chicago v. Westforth Sports, Inc.*, 2025 IL App (1st) 231908, ¶ 54 ("*Westforth I*"). Despite this, Westforth asks the Court to reject these well-pled allegations and find that it did not knowingly violate the law. Much of Westforth's motion is counterfactual and runs contrary to established precedent.

First, the Protection of Lawful Commerce in Arms Act, 15 U.S.C. §§ 7901-03 (“PLCAA”), is no bar to the City’s claims. This is because PLCAA allows lawsuits to proceed where any claim is predicated on the defendant’s knowing violation of a statute applicable to the sale of firearms, and that violation proximately caused plaintiff’s injury. Westforth spends much of its brief arguing that it did not aid and abet its customers’ lawbreaking. This is legally and factually incorrect but also misses the larger point: Westforth’s *own* clear violations of law are more than adequate foundation for an exception to PLCAA, allowing the City’s lawsuit to proceed.

Second, the City pleads valid claims for public nuisance, recovery under Chicago’s municipal cost ordinance, negligent entrustment, and negligence. Westforth advances piecemeal challenges to certain elements of these claims, but these arguments fall short. The harms that flow from straw purchasing and other illegal sales practices infringe on public rights and therefore support a public nuisance claim. The City’s Municipal Code grants statutory authority to recover remediation expenses, displacing the common law limitations that Westforth invokes. And Westforth’s argument that gun crime is not a foreseeable result of its unlawful diversion of firearms is belied by both common sense and clear evidence to the contrary. Its motion should be denied.

### STATEMENT OF FACTS

Westforth Sports is a federally licensed retail firearms dealer that during the time-period covered by the City’s lawsuit operated from a storefront in Gary, Indiana. Am. Compl. ¶¶ 16, 21.<sup>1</sup> For many years, Westforth was the single largest out-of-state source (and one of the largest sources overall) of firearms recovered at crime scenes in the City of Chicago, accounting for more than 850 crime guns between 2009 and 2016. *Id.* ¶ 2.

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<sup>1</sup> Westforth ceased retail operations in 2023 but continues to maintain a license to deal in firearms. Am. Compl. ¶ 17; Mot. at 2.

The prevalence of Westforth firearms at crime scenes in Chicago is not the product of coincidence or bad luck. Rather, it is the direct and foreseeable consequence of the store's decision to profit from unlawful gun sales. Many of these are "straw" transactions—sales in which someone buys a gun for someone else. *See id.* ¶¶ 3-4. Between 2014 and 2024, Westforth is known to have sold at least 347 firearms to at least 60 different customers in this type of illicit transaction. *Id.* ¶ 61. Westforth also profits by selling firearms to Chicago residents that cannot be legally acquired or possessed in the City—namely, assault weapons and certain types of handguns with unsafe, low-quality alloy parts. Westforth sold approximately 47 assault rifles to Chicago residents during the relevant period, as well as a handful of zinc-alloy handguns. *See id.* ¶¶ 3, 109.

Westforth carried out hundreds of straw sales despite red flags that its customers were buying guns to divert to the criminal market. These indicators include purchases of duplicate guns, bulk buying over a short period, staggered visits to elude reporting requirements, large cash payments, and suspicious errors on purchasing forms. *Id.* ¶ 64. To cite just one example, Westforth sold 19 guns to straw purchaser Darryl Ivery Jr. in the span of just 6 months, for more than \$10,000 entirely in cash. *See id.* ¶¶ 65-68. At least seven of Ivery's transactions involved the purchase of multiple handguns at once—a phenomenon that requires special reporting to the Bureau of Alcohol, Tobacco, and Firearms ("ATF") because of its close association with gun trafficking. *Id.* ¶¶ 65-66. Before Ivery's buying spree ended, some of his initial purchases had already been recovered by Chicago police, prompting law enforcement to contact the store to "trace" the firearms. This should have put Westforth on notice that Ivery's guns were being recovered just days or weeks after purchase—a sure sign of unlawful diversion. *Id.* ¶ 68. Confronted with these red flags at a deposition, the store's owner admitted that employees should have asked "Hey Darryl, what are you doing with all these guns?" *Id.* ¶ 66.

Another egregious straw purchaser was Levar Reynolds, to whom Westforth sold 15 guns. During a single visit, the store sold him five near-duplicate Glock handguns, five identical laser sights, five extended magazines, and a large quantity of ammunition. *Id.* ¶ 83. This was such an obvious straw purchase that the salesperson assisting Reynolds voiced concern to the store's owner that Reynolds intended to divert firearms to criminals in Chicago. *Id.* ¶ 84. But rather than stop the transaction, owner Earl Westforth assigned a different salesperson to complete it and *even offered Reynolds a discount for buying in bulk.* *Id.* ¶¶ 84-85.

The City's amended complaint details numerous examples like these of straw purchases that proceeded despite obvious indicia of unlawful diversion. These include the 19 guns that Westforth sold to Kadeem Fryer despite high-volume buying and duplicate guns, *id.* ¶¶ 70-73, a dozen guns sold to Paul Fowlkes including another five-gun transaction and several duplicates, *id.* ¶¶ 88-91, and a dozen more handguns sold to Marqwan Blasingame including 10 in 10 days and sales after police recovered guns from his earlier purchases, *id.* ¶¶ 94-97.

Westforth's repeat facilitation of straw purchasing did not go unnoticed by their federal regulator, the ATF. In fact, the ATF sent Westforth five formal warning letters, and recommended revoking Westforth's license *twice* for selling guns to straw purchasers (among other violations). *See id.* ¶¶ 50-52. As part of these near-revocations, the ATF warned Westforth that preventing straw sales is an "important public safety issue" and that these sales lead to violent crime. *See id.* ¶ 52. The ATF also repeatedly gave Westforth remedial training and recommendations on how to identify and prevent straw sales. *See id.* ¶¶ 56-58. But Westforth ignored these instructions (and its obligations under federal law) because it intentionally sought to access and profit from the criminal secondary market in Chicago. *Id.* ¶ 63.

Predictably, many of the guns that Westforth sold to straw purchasers were recovered in connection with criminal investigations in Chicago shortly thereafter. This includes two guns that Westforth sold to Darryl Ivery that were recovered just 22 and 27 days later, *id.* ¶ 68, two Glock handguns sold to Levar Reynolds that were recovered the next day, *id.* ¶ 86, and a gun sold to Alan Nunn recovered just three days after sale, *id.* ¶ 105. Overall, more than 60 firearms that Westforth sold to straw purchasers between 2014 and 2023 have been recovered in Chicago in connection with crimes that include homicide, assault, domestic violence, illegal modification into machine guns, and unlawful possession by minors and felons. *See id.* ¶ 116. These straw-purchased firearms—as well as the unlawful assault weapons and handguns that Westforth sold directly to City residents—pose a threat to public health and safety and impede the peaceful use of public spaces throughout Chicago. *Id.* ¶ 119. Accordingly, the City brought four causes of action against Westforth under state law and municipal ordinance: (1) public nuisance, (2) recovery of municipal costs, (3) negligence, and (4) negligent entrustment. The City seeks compensatory and punitive damages, abatement costs, and injunctive relief. *See id.* ¶¶ 113-144, Prayer for Relief.

In August 2021, Westforth moved to dismiss the City’s original complaint for lack of personal jurisdiction. Thereafter, the City took discovery on Westforth’s connections to Illinois. After the circuit court dismissed the City’s original complaint, the First District reversed, concluding based on an extensive record that the City had “demonstrated that Westforth knowingly engaged in illegal firearm sales aimed at Illinois and Chicago[.]” *Westforth I*, 2025 IL App (1st) 231908, ¶ 47. Thereafter, the City incorporated this jurisdictional discovery into the Amended Complaint, filed in January 2026. Westforth now seeks dismissal of that pleading.

### LEGAL STANDARD

Westforth moves under Sections 2-615 and 2-619 of the Illinois Code of Civil Procedure. A Section 2-615 motion tests “the legal sufficiency of the complaint based on defects apparent on

its face,” *Marshall v. Burger King Corp.*, 222 Ill.2d 422, 429 (2006), while Section 2-619(a)(9) calls for dismissal when the movant “admits the legal sufficiency of the complaint but asserts another affirmative matter that defeats the claim.” *Am. Fam. Mut. Ins. Co. v. Krop*, 2018 IL 122556, ¶ 13. In ruling on these types of motion, a court must interpret the allegations in the light most favorable to the non-moving party. *See Rivera v. Allstate Ins. Co.*, 2021 IL App (1st) 200735, ¶ 25. Disputed questions of fact are not to be decided on a motion to dismiss, *Henderson Square Condo. Ass’n v. Lab Townhomes LLC*, 2014 IL App (1st) 130764, ¶ 81, and a court “must accept all well-pleaded allegations as true and draw all reasonable inferences in favor of the non-movant . . . .” *In re Marriage of Andrew*, 2023 IL App (1st) 221039, ¶ 36. “[D]ismissal is only appropriate where it is clear that no set of facts can be proved that would entitle the plaintiff to recovery.” *Rivera*, 2021 IL App (1st) 200735, ¶ 25 (citation and internal quotation marks omitted).

## ARGUMENT

### I. PLCAA DOES NOT BAR THE CITY’S CLAIMS

The Amended Complaint states claims for public nuisance, recovery under the City’s Municipal Cost Recovery Ordinance, negligence, and negligent entrustment. Westforth’s motion proceeds in two parts, first arguing that the City’s lawsuit is barred by PLCAA, Mot. at 5-18, and then challenging the sufficiency of certain elements of the City’s claims under Section 2-615, Mot. at 18-23. Neither argument holds water. The City has pled knowing violations of law by Westforth that proximately caused its harm, triggering an exception to PLCAA that allows the entire lawsuit to proceed. Further, as explained in Section II, the City pleads valid claims under Illinois law.

As its name suggests, the federal Protection of *Lawful* Commerce in Arms Act, 15 U.S.C. §§ 7901-03 does not protect gun industry defendants who violate gun laws. Thus, it is no help to Westforth. Moreover, Westforth’s reliance on *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos* (“*Mexicanos*”), 605 U.S. 280 (2025) is badly misguided—both because the case does

not say what Westforth claims, and because Westforth's conduct is precisely the type of egregious, purposeful misconduct that creates liability under *Mexicanos*.

***a. Statutory Background***

PLCAA requires the dismissal of claims against a licensed gun retailer when the plaintiff is harmed by the unlawful misuse of a firearm and the allegations in the complaint do not fit one of PLCAA's exceptions. *See Adames v. Sheahan*, 233 Ill. 2d 276, 308-12 (2009). Specifically, PLCAA provides that "[a] qualified civil liability action may not be brought in any Federal or State court," 15 U.S.C. § 7902(a), and defines "qualified civil liability action" as a civil action against a "manufacturer or seller" of firearms for "damages" or "other relief" that resulted from the "criminal or unlawful misuse" of a firearm by the plaintiff or a third party. *Id.* § 7903(5)(A). The City agrees that its claims against Westforth constitute a qualified civil liability action.

However, PLCAA has six exceptions to that allow cases to proceed notwithstanding. *Id.* § 7903(5)(A)(i-vi). The principal exception relevant here is the "predicate exception," which allows claims against a manufacturer or dealer that knowingly violates a predicate state or federal statute applicable to the sale or marketing of firearms, where that violation is a proximate cause of plaintiff's harm. *Id.* § 7903(5)(A)(iii). In some cases, the predicate statute provides the cause of action; in others, the cause of action is a common-law claim arising out of a statutory violation. *See e.g., Roberts v. Smith & Wesson Brands, Inc.*, No. 22 LA 00000201, Ill. Cir. LEXIS 7, at \*35–36 (Ill. Cir. Ct. Apr. 1, 2025). As the Supreme Court made clear in *Mexicanos*, 605 U.S. at 286:

If a plaintiff can show that [the predicate exception] is satisfied—that, say, a manufacturer committed a gun-sale violation proximately causing the harm at issue—then a suit can proceed, even though it arises from a third party's later misuse of a gun. Or otherwise said, the predicate violation opens a path to making a gun manufacturer civilly liable for the way a third party has used the weapon it made.

Because the predicate exception exempts the entire “*action in which*” such a knowing violation is alleged, 15 U.S.C. § 7903(5)(A)(iii) (emphasis added), once a court finds that the predicate exception applies then the entire case can proceed regardless of how the claims measure up against other PLCAA exceptions. *See, e.g., Corporan v. Wal-Mart Stores E., LP*, No. 16-CV-2305, 2016 U.S. Dist. LEXIS 93307, at \*14 n.4 (D. Kan. July 18, 2016); *Salter v. Meta Platforms, Inc.*, 240 N.Y.S.3d 610, 619 (N.Y. App. Div. 2025) (noting that court need not assess PLCAA’s negligent entrustment or other exceptions after concluding that predicate exception applied); *Stanisic v. Sturm, Ruger & Co., Inc.*, No. X10-UWY-CV-23-6072789 S, 2025 Conn. Super. LEXIS 3001, at \*79 (Conn. Super. Ct. Nov. 12, 2025). The City’s entire lawsuit fits into the predicate exception, and its negligent entrustment claim also fits into a separate PLCAA exception for negligent entrustment, *see* 15 U.S.C. 7903(5)(A)(ii).

***b. Westforth Knowingly Violated Predicate Statutes That Govern Retail Gun Store Conduct, Proximately Causing the City’s Harm***

Westforth first attempts to raise a factual dispute over whether its myriad violations of law are sufficiently “knowing,” and, to a lesser extent, whether certain types of violation proximately caused Chicago’s injuries. *See* Mot. at 8-9. But contesting a factual issue is inappropriate at the pleading stage, *see Henderson Square*, 2014 IL App (1st) 130764, ¶ 81, and in any event the Amended Complaint sets forth numerous ways in which Westforth violated laws that directly regulate gun dealers. The City also separately alleges that Westforth knowingly aided and abetted illegal conduct by others. Any one of these theories is sufficient to demonstrate that Westforth knowingly engaged in illegal firearms sales, as the First District has already found based on the record for Westforth’s previous motion to dismiss. *See Westforth I*, 2025 IL App (1st) 231908, ¶ 47. Thus, the City’s lawsuit satisfies PLCAA’s predicate exception.

The Complaint sets out several direct statutory violations by Westforth of laws that apply to gun dealers. When a dealer like Westforth sells a firearm, it must certify on the federal transaction form (ATF Form 4473) its “belief that it is not unlawful...to sell, deliver, transport, or otherwise dispose of the firearm(s) listed on this form to the person identified” as the customer. Am. Compl. ¶ 42. A dealer that makes this certification despite knowing or believing that its customer is attempting an illegal straw purchase falsifies this certification and violates 18 U.S.C. §§ 922(m), 924(a)(1)(A), and 924(a)(3). *See id.* ¶¶ 44, 69. The dealer’s false certification also constitutes a materially false statement in connection with the acquisition of a firearm, in violation of 18 U.S.C. § 922(a)(6). *Id.* ¶ 69. These irregularities also constitute the dealer’s failure to complete the Form 4473 in accordance with its instructions, further violating 27 C.F.R. 478.124(c)(1), 478.124(c)(4), and 478.21(a). *See id.* Later, when the dealer falsely records this straw purchaser as the actual buyer in its disposition records (or on a separate multiple sale report form, if required), it commits a separate violation of 18 U.S.C. § 922(m) and 18 U.S.C. § 924(a). *See id.* As the Seventh Circuit succinctly instructs: “A dealer violates the GCA [Gun Control Act] if the dealer transfers a firearm based upon information in ATF Form 4473 that he knows or has reason to believe is false.” *Shawano Gun & Loan, LLC v. Hughes*, 650 F.3d 1070, 1073 (7th Cir. 2011).

Separately, when selling a rifle or shotgun to a resident of another state, the dealer must ensure that “the transfer, and the sale, delivery, and receipt [of the firearm] fully comply with the legal conditions of sale in both such states.” 18 U.S.C. § 922(b)(3). This includes not only state laws, but also “published ordinances” like the Chicago Municipal Code. *Id.* Relevant to the City’s claims, MCC § 8-20-075(a) makes it unlawful to “import, sell, manufacture, transfer or possess an assault weapon.” Thus when Westforth sold assault weapons to Chicago residents, these

transactions were not “fully compliant” with the legal conditions of sale in the buyer’s place of residence, which the Gun Control Act incorporates by reference.

The City has pled that Westforth knowingly engaged in conduct comprising each of these violations when it sold firearms to the straw purchasers identified in the Amended Complaint, and when it sold assault weapons to Chicago residents. *See, e.g.*, Am. Compl. ¶¶ 69, 76, 79, 82, 93, 98, 102, 106. The straw purchases were accompanied by numerous red flags that made their illegal character clear to Westforth employees, including but not limited to high-volume purchasing in a short time, multiple-handgun transactions, purchases of duplicative handguns, large cash payments, and sales despite notice that a customer’s earlier guns had already been recovered by law enforcement. *See supra* at 3-4. Indeed, each of these straw purchases bore *multiple* hallmarks of illegality, to the point where in at least one instance a store employee recognized that the transaction was unlawful and notified management, who proceeded anyway. Am. Compl. ¶ 84; *see also id.* ¶ 66 (store owner admitting that Westforth should have recognized the suspicious pattern of straw purchaser Darryl Ivery Jr.’s transactions). For this reason, the First District had no trouble concluding that “Westforth made a deliberate choice to facilitate and profit from illegal sales destined for Chicago streets.” *Westforth I*, 2025 IL App (1st) 231908, ¶ 54; *see also id.* ¶ 51 (“Westforth’s claim of ignorance unravels under scrutiny.”). This Court should do likewise.

While the City need only allege that Westforth knew the factual underpinnings giving rise to its statutory violations (and not that those laws proscribed its conduct), the City has nonetheless pled that that Westforth was aware it was breaking the law. *See Bryan v. United States*, 524 U.S. 184, 193 (1998) (“Knowingly” under federal law “merely requires proof of knowledge of the facts that constitute the offense.”); *United States v. Stein*, 712 F.3d 1038, 1041 (7th Cir. 2013) (“[U]nless the text of the statute dictates a different result, the term ‘knowingly’ merely requires proof of

knowledge of the facts that constitute the [violation].”); *see supra* at 4 (alleging that Westforth was repeatedly cited by ATF for violating gun laws related to straw purchasing and trained on its responsibilities, but ignored the guidance of the ATF).

In the context of gun sales, numerous courts have found that a gun store that proceeds with a sale despite knowledge or belief of its illegality commits a knowing violation of law sufficient to trigger PLCAA’s predicate exception. *See, e.g., Chiapperini v. Gander Mountain Co.*, 13 N.Y.S.3d 777, 787 (N.Y. Sup. Ct. 2014) (concluding that a “violation [of 18 U.S.C. § 922(m)] can occur when a seller knows, or has reason to believe, that the information entered on the ATF Form 4473 is false, including information about the actual buyer”); *Williams v. Beemiller, Inc.*, 100 A.D.3d 143, 149 (N.Y. 2012); *see also Shawano*, 650 F.3d at 1077 (affirming that straw sale constituted dealer’s willful violation of law for purposes of license revocation proceedings).

As described more fully in Section II.C, the City also sufficiently alleges that these violations proximately caused its injury. Westforth asserts in passing that “recordkeeping” violations did not plausibly cause the City’s harm, Mot. at 8, but this is incorrect. Completion of the ATF Form 4473 and disposition record are not optional: the Gun Control Act makes them integral steps without which a firearm sale cannot proceed. *See* 18 U.S.C. § 923(g)(1)(A) (requiring licensed dealers to maintain records of sale and disposition as regulation prescribes). As a result, Westforth’s falsification of these records was an indispensable part of the unlawful transactions that diverted guns into the hands of straw purchasers and onto the streets of Chicago. Moreover, Westforth’s contention is foreclosed by the text of PLCAA itself, which specifically contemplates the predicate exception applying where a “seller knowingly made any false entry in, or failed to make appropriate entry in, any record required to be kept under Federal or State law.” 15 U.S.C. § 7903(5)(A)(iii)(I).

***c. Westforth Also Knowingly Aided and Abetted Violations of Predicate Statutes by Others***

Westforth next argues that the City has not adequately pled that the store aided and abetted predicate violations of law by its customers, relying on the Supreme Court's recent decisions in *Mexicanos* and *Twitter, Inc. v. Taamneh*. Mot. at 9-10. In Westforth's telling, it is a merely an innocent victim: an "ordinary merchant" being "tak[en] advantage" of by "bad actors." Mot. at 9. But this grossly distorts the store's conduct and misapplies these cases.

As an initial matter, since only a single predicate violation is sufficient to carry the City's lawsuit through PLCAA, Westforth's argument about aiding and abetting is of little consequence given the ample allegations of its own direct violations of law. Westforth vaguely—and mistakenly—argues that *Mexicanos* "prohibits claims" like the City's, Mot. at 5-6, when in fact *Mexicanos* dealt only with an aiding-and-abetting theory and did not consider direct violations like the City alleges here. *Mexicanos*, 605 U.S. at 287 ("[Mexico's] dependence on aiding-and-abetting law is a feature of the case before us."); see also *id.* at 291, 294-98. The City's Amended Complaint alleges numerous violations of law *by Westforth itself*—direct violations to which *Mexicanos* does not apply.

Regardless, the City also sufficiently pleads that Westforth knowingly helped its customers break the law by aiding and abetting their misrepresentations on transaction forms, and by helping them operate as unlicensed dealers. See 15 U.S.C. § 7903(5)(A)(iii)(I) (contemplating that PLCAA's predicate exception will apply where seller "aided, abetted, or conspired with any person in making any false or fictitious oral or written statement with respect to any fact material to the lawfulness of the sale"); see also *Westforth I*, 2025 IL App (1st) 231908, ¶ 1 ("A gun dealer with actual or constructive knowledge that the buyer is a straw purchaser becomes an accomplice to the purchase-related crime.").

Unlike *Mexicanos*, the Amended Complaint describes specific steps that the store took on specific transactions. *See, e.g.*, Am. Compl. ¶¶ 68-69, 75-76, 79, 82, 85, 93-94, 98, 102, 106. In contrast, *Mexicanos* relied exclusively on generalized accusations of misconduct but did not “pinpoint, as most aiding-and-abetting claims do, any specific criminal transactions that the defendants (allegedly) assisted.” 605 U.S. at 294; *see also Wiley v. Fleet Farm LLC*, 799 F. Supp. 3d 860, 893-94 (D. Minn. 2025) (distinguishing *Mexicanos* on this basis). *Wiley*, like the City’s lawsuit, involved straw purchasing at a gun store where “the presence of ‘red flags’ ... alerted the aider and abettor to the criminal acts of the principal.” *Id.* at 893. Also like *Wiley*, the City’s complaint alleges direct interaction between the defendant gun store and the criminal straw purchaser, removing the attenuation problem that *Mexicanos* presented by targeting upstream manufacturers with no direct contact with straw purchasers. *Id.* at 894.

While Westforth argues that “aiding and abetting liability cannot attach where the relationship with the wrongdoers was . . . passive and largely indifferent,” Mot. at 9, the First District has already held that “Westforth’s conduct was not one of passive indifference. Instead, Westforth made a deliberate choice to facilitate and profit from the illegal sales destined for Chicago’s streets.” *Westforth I*, 2025 IL App (1st) 231908, ¶ 54. The Amended Complaint incorporates the record underlying this conclusion and makes clear that Westforth was no mere bystander. *See, e.g.*, Am. Compl. ¶ 63. For this reason, neither *Mexicanos* nor *Twitter* help Westforth.

***d. Chicago’s Assault Weapon Ordinance and Illinois’ Melting Point Law are Both Constitutional, and Thus Are Valid Predicate Statutes Under PLCAA***

Westforth also argues that Chicago’s assault weapons restrictions and Illinois’ law prohibiting low-melting point handguns are unconstitutional and therefore cannot serve as valid

PLCAA predicates.<sup>2</sup> This premise is faulty. For starters, “The Second Amendment does not provide businesses a right to sell firearms free of regulations.” *Roberts v. Smith & Wesson Brands, Inc.*, No. 22 LA 00000201, 2025 Ill. Cir. LEXIS 7, at \*61 (Ill. Cir. Ct. Apr. 01, 2025) (rejecting constitutional challenge to PLCAA predicate statute); *see also United States v. Barrera-Esteves*, 2024 U.S. Dist. LEXIS 128607, \*5 (N.D. Ill. July 22, 2024) (Second Amendment does not protect “carrying on a business in the buying and selling of firearms”); *Teixeira v. Cnty. of Alameda*, 873 F.3d 670, 690 (9th Cir. 2017) (“[T]he Second Amendment does not independently protect a proprietor’s right to sell firearms.”).

In addition, the Seventh Circuit has already affirmed that assault weapons regulations—including the specific Chicago Municipal Code provisions at issue here—are constitutional because they regulate military weapons that fall largely outside the Second Amendment, and additionally because they are consistent with the nation’s tradition of regulating particularly dangerous classes of weapon. *Bevis v. City of Naperville, Ill.*, 85 F.4th 1175, 1194-95, 1201-02 (7th Cir. 2023); *see also Barnett v. Raoul*, No. 24-3060 (7th Cir. July 9, 2026) (upholding constitutionality of Illinois assault weapons restrictions).<sup>3</sup> Safety restrictions on the sale of certain types of handguns are likewise constitutional. *See Granata v. Campbell*, 798 F. Supp. 3d 46, 51, 64 (D. Mass. 2025) (upholding Massachusetts regulatory scheme for handguns that required “specified minimum melting points”) *appeal pending*, No. 25-1918 (1st Cir).

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<sup>2</sup> Under Supreme Court Rule 19, a party asserting a constitutional challenge to an Illinois statute must provide timely notice to the Attorney General so that the state can intervene to defend its laws. It is unclear whether Westforth has furnished such notice, but failure to do so may result in forfeiture of the issue. *See U.S. Bank Tr. Nat’l Ass’n v. Junior*, 2016 IL App (1st) 152109, ¶ 24.

<sup>3</sup> On June 30, 2026, the U.S. Supreme Court granted *certiorari* in *Viramontes v. Cook County, Ill.*, No. 25-238, which involves a Second Amendment challenge to the constitutionality of Cook County’s assault weapons regulations.

Westforth's as-applied due process challenge to the City's municipal assault weapons ordinance fares no better. *See* Mot. at 15-17. For one, it is premature. *See Kopf v. Kelly*, 2024 IL 127464, ¶ 23 (“A court is not capable of making an ‘as applied’ determination of unconstitutionality when there has been no evidentiary hearing and no findings of fact.”). It also fails on the merits because it entirely misapprehends the City's allegations. The point is not that the City's Municipal Code applies extraterritorially to Westforth's conduct on its own, but rather that municipal restrictions are incorporated into the federal Gun Control Act Section 922(b)(3) when Westforth sells rifles to Chicago residents. *See* 18 U.S.C. § 922(b)(3) (sales of long guns to out-of-state residents must “fully comply with the legal conditions of sale” in the buyer's place of residence). There is nothing vague about how the Gun Control Act applies here.

***e. The City's Negligent Entrustment Claim Survives Under PLCAA***

Westforth's final PLCAA argument is that the City's negligent entrustment claim does not meet the definition of negligent entrustment in the relevant PLCAA exception, 15 U.S.C. § 7903(5)(B). Notably, Westforth does not challenge whether the elements of the City's negligent entrustment claim are sufficiently pled as a matter of Illinois law, waiving this issue. Rather, Westforth contends only that PLCAA's negligent entrustment exception does not apply because in its view, straw purchasers do not “use” firearms in a “manner involving unreasonable risk of physical injury.” Mot. at 10-13. But there is a foundational problem with Westforth's approach: claims can fit within multiple PLCAA exceptions and need only satisfy a single exception to advance. *See supra* at 8. Here, the City's negligent entrustment claim is premised on Westforth's knowing violations of law and therefore separately satisfies PLCAA's predicate exception. As a result, it survives regardless of whether it also meets PLCAA's definition of negligent entrustment. *See Minnesota v. Fleet Farm LLC*, 679 F. Supp. 3d 825, 842 (D. Minn. 2023) (negligent

entrustment exception did not apply, but claim could proceed notwithstanding because plaintiff's claims satisfied the predicate exception).

Second, Westforth relies on an out-of-state trial court ruling to argue that PLCAA's negligent entrustment exception "does not apply in the context of a straw purchase" and instead applies only where the straw purchaser himself uses the firearm "in a shooting." Mot. at 11-13 (citing *Wiley v. Fleet Farm LLC*, 799 F. Supp. 3d 860, 890 (D. Minn. 2025)). But Westforth overlooks that the Supreme Court has already defined what it means to "use" a firearm under federal law as something far broader than "discharge." See *Smith v. United States*, 508 U.S. 223, 236-37 (1993) (exchanging firearm for drugs constitutes "using" the firearm). Westforth also overlooks the text of PLCAA itself: Congress deliberately chose the broader term "use" rather than "discharge," which it used elsewhere in PLCAA. See 15 U.S.C. § 7903(5)(A)(v) (referencing "discharge" in PLCAA's product defect exception). These different terms must be given different meanings. PLCAA's legislative history further reinforces this conclusion: Congress specifically recognized that cases involving straw purchasing would qualify as negligent entrustment under PLCAA. See 151 Cong. Rec. 17377 (2005) (stating that if a firearm dealer knew it was selling to a straw purchaser, "it would be a negligent entrustment or violation of the statute").

## **II. THE CITY HAS STATED CLAIMS FOR RELIEF UNDER ILLINOIS LAW**

As a fallback to its PLCAA argument, Westforth challenges the sufficiency of three elements of the City's underlying claims, arguing: (1) that the City has not pled a cognizable public right in support of its public nuisance claim, (2) that common law precludes certain damages under the City's Municipal Cost Recovery Ordinance claim, and (3) that Westforth's misconduct did not proximately cause the City harm. Beyond its overarching argument about proximate cause, Westforth does not otherwise challenge the sufficiency of the City's negligence and negligent

entrustment claims. As explained below, Westforth misconstrues the principal decisions on which these arguments rest and improperly ignores the well-pleaded allegations in the Complaint—which this Court must accept as true for this motion to dismiss. *See In re Marriage of Andrew*, 2023 IL App (1st) 221039, ¶ 36.

***a. The City Pleads a Public Nuisance Claim***

Count one alleges that Westforth created and maintained a public nuisance in Chicago by engaging in unlawful firearms sales with individuals that it knew to be straw purchasers, and with Chicago residents to whom it sold prohibited firearms. To plead a public nuisance, a complaint must allege “(1) the existence of a public right; (2) a substantial and unreasonable interference with that right by the defendant; (3) proximate cause[;] and (4) injury.” *City of Chicago v. Am. Cyanamid Co.*, 355 Ill. App. 3d 209, 214 (1st Dist. 2005). While Westforth makes a passing claim that the City has failed to satisfy these elements generally, its motion focuses exclusively on whether the City has pled a valid public right. Mot. at 20-21.

A public right is “a right common to the general public,” like “the rights of public health, public safety, public peace, public comfort, and public convenience.” *City of Chicago v. Beretta U.S.A. Corp.*, 213 Ill. 2d 351, 370-71 (2004). The use of public property such as roadways, sidewalks, and parks is also a recognized public right. *See In Re Kia Hyundai Vehicle Theft Litig.*, No. 8:22-ML-03052-JVS-KES, 2024 U.S. Dist. LEXIS 153410, at \*18 (C.D. Cal. Aug. 14, 2024) (applying Illinois law); *see also Stop NorthPoint, LLC v. City of Joliet*, 2024 IL App (3d) 220517, ¶ 63 (plaintiff adequately pled public right where property development would threaten public convenience through increased traffic congestion and public safety through increased likelihood of traffic accidents).

Here, Westforth’s unlawful gun sales have created and maintained a public nuisance that interferes with public rights to health and safety, to travel throughout the City in safety and

convenience, and to peacefully use public spaces such as streets, sidewalks, and parks. *See* Am. Compl. ¶ 119. “A nuisance becomes public when it occurs in a public place” or “when it affects a place where the public has a legal right to go, such as a park, street, or alley . . . .” *Burns v. Simon Props. Grp., LLP*, 2013 IL App (5th) 120325, ¶ 7 (citing 58 Am. Jur. 2d *Nuisances* § 30 (2010)). Numerous guns from Westforth’s unlawful straw sales are connected to shootings and gun recoveries at public locations throughout Chicago. *See, e.g.*, Am. Compl. ¶ 71 (shootings of occupied vehicles on City streets); ¶ 80 (recovery from vehicle on Dan Ryan Expressway); ¶ 101 (shooting at entrance to Rainbow Beach Park).

Westforth responds by claiming that *Beretta* and its companion case *Young v. Bryco Arms*, 213 Ill. 2d 433 (2004), “rejected” the idea of a public right to “use Chicago’s public spaces without undue risk of injury from illegal firearms.” Mot. at 20-21. Not so. In fact, both cases specifically declined to rule on this issue, instead holding that “we need not decide” whether to recognize the public rights contested in those cases. *Beretta*, 213 Ill. 2d at 374-75; *see also Young*, 213 Ill. 2d at 443 (“[W]e assume without deciding that plaintiffs have properly pleaded the existence of a public right.”). In doing so, the court deliberately left this aspect of public nuisance law open for further development. It also noted that no similar gun cases “ha[ve] been dismissed for failure to properly plead the existence of a public right affected by the alleged nuisance.” *Beretta*, 213 Ill. 2d at 371.

Westforth overreads *Beretta* and *Young* in another critical respect. Neither decision evaluated whether to recognize a public right to be free from the threat posed by “illegal firearms,” but rather considered (in dicta) only whether a public right was implicated by “an otherwise legal product” whose criminal character resulted exclusively from *third-party misuse*. *See Beretta*, 213 Ill. 2d at 374-75. This is how the court distinguished the recognition of public rights in other public nuisance cases like *City of Chicago v. Cecola*, 75 Ill. 2d 423 (1979), where a brothel’s

“conduct itself was illegal” and could be enjoined for infringing on rights to public health and morals. *Beretta*, 213 Ill. 2d at 372. As in *Cecola*, the City has pled that Westforth’s own conduct was illegal, and thus recognizing a public right in this context poses no risk of “swallow[ing]” tort law or leading to liability on the part of law-abiding sellers. *See Beretta*, 213 Ill. 2d at 375; *see also Young*, 213 Ill. 2d at 443.

Moreover, since *Beretta* and *Young* were decided, the General Assembly in 2023 passed the Firearm Industry Responsibility Act which declared it unlawful for gun dealers to “endanger[] the safety or health of the public” by unlawful conduct, or by failing to implement reasonable controls to prevent the sale of firearms to straw purchasers. *See* 815 ILCS 505/2DDDD(b)(1)(A). This law reflects the legislature’s clear judgment that a public right exists to “safety [and] health” that is jeopardized when retail gun dealers violate the law or act unreasonably and divert guns into the criminal market like Westforth did here. *See* 815 ILCS 505/2DDDD(b)(1).

Besides this and its overarching challenge to proximate cause, Westforth does not seriously contest the other elements of the City’s public nuisance claim—unreasonable interference and damages. Nor could it. The *Beretta* court recognized that statutory violations like the ones alleged here constitute the legal duty and breach that make out an unreasonable interference with public rights. *See Beretta*, 213 Ill. 2d at 376-77 (noting cases pleading a valid public nuisance premised on “conduct at issue [that] was in violation of a statute or ordinance”); *see also* Am. Compl. ¶¶ 69, 76, 79, 82, 93, 98, 102, 106 (alleging that Westforth made false statements on transaction forms, recorded false information in required records, and failed to accurately complete paperwork during transactions with specific straw purchasers). This sets the City’s complaint apart from *Beretta*, where defendants were not alleged to have violated any law. *See Beretta*, 213 Ill. 2d at 389; *see also Roberts v. Smith & Wesson Brands, Inc.*, No. 22 LA 00000201, 2025 Ill. Cir. LEXIS 7, at \*7

(Ill. Cir. Ct. Apr. 01, 2025) (distinguishing *Beretta* on this basis). As to damages, the Amended Complaint itemizes numerous shootings and other harms directly linked to straw-purchased firearms at Westforth. *See, e.g.*, Am. Compl. ¶¶ 4, 68, 71, 77, 80, 86, 92, 97, 101, 105, 116.

Finally, Westforth contends that the Amended Complaint improperly relies on allegations made “on information and belief.” Mot. at 18-19. This argument has several flaws, starting with the fact that Westforth never actually identifies the allegations it finds objectionable as Section 2-615 requires. 735 ILCS 5/2-615 (“The motion shall point out specifically the defects complained of” and “must specify wherein the pleading or division thereof is insufficient.”). Westforth’s vague reference to the City’s “‘assault weapon’ and melting-point allegations” only underscores this problem: none of the City’s assault weapon allegations are made on information and belief. The only such allegation concerning low-melting point pistols is that they were sold to Chicago residents, but this allegation is based on the store’s transaction records, and in any event is also made elsewhere without qualification. *See* Am. Compl. ¶ 109; *see also id.* ¶ 118 (similar allegation, without “information and belief”).

The City’s handful of other allegations made on information and belief (in a 52-page complaint) all concern facts that are outside the City’s direct knowledge, but that are based on circumstances detailed in the surrounding allegations. For example, assertions about Westforth’s state of mind during straw sales are inferences drawn from the red flags apparent in store records. *See, e.g.*, Am. Compl. ¶¶ 4, 75, 84, 94, 97, and 99; *see also Westforth I*, 2025 IL App (1st) 231908, ¶ 54 (noting that discovery record on which the Amended Complaint is based furnished ample evidence of Westforth’s culpable state of mind). Pleading facts that are outside a party’s possession based on information within its possession is proper and sufficient to state a claim. *See In re Marriage of Reicher*, 2021 IL App. 2d 200454 ¶ 42 (“In such circumstances, ‘a complaint which

is as complete as the nature of the case allows is sufficient.”) Indeed, Supreme Court Rule 137 specifically contemplates pleadings on “knowledge, information, and belief formed after reasonable inquiry.” Ill. S. Ct. R. 137(a). Thus, Westforth’s suggestion that Illinois does not accept allegations made upon information and belief is categorically wrong: “there is ample caselaw to suggest that is the not the case.” *See Roberts v. Smith & Wesson Brands, Inc.*, No. 22 LA 00000201, 2025 Ill. Cir. LEXIS 7, at \*17 (Ill. Cir. Ct. Apr. 1, 2025) (citing *Patrick Eng’g, Inc. v. City of Naperville*, 2012 IL 113148; *In re Marriage of Reicher*, 2021 IL App. 2d 200454; and *In re Estate of DiMatteo*, 2013 IL App (1st) 122948).

***b. The City’s Municipal Cost Recovery Ordinance Claim is Not Barred***

Westforth next challenges certain of the damages claimed under the City’s Municipal Cost Recovery Ordinance claim, MCC § 1-20-020. Specifically, Westforth contends that recovery of expenditures for “police, fire, emergency, and similar public services” is barred by the municipal cost recovery rule (also called the “free public services doctrine”) articulated in *Beretta*. Mot. at 21. But Westforth overlooks that this common law limitation is inapplicable when recovery is “authorized by statute,” as it is here. *Beretta*, 213 Ill. 2d at 426. As *Beretta* explains, the common law prohibition on municipal cost recovery is animated by separation of powers considerations and the desire not to upset settled expectations about cost allocation through judicial pronouncement. *See id.* at 424-26. But these concerns do not apply when the legislative branch “enact[s] a statute expressly authorizing recovery of such costs” from tortfeasors. *See id.* at 430; *see also City of Flagstaff v. Atchison, Topeka & Santa Fe Ry. Co.*, 719 F.2d 322, 324 (9th Cir.1983) (“[S]uch recovery would be permitted if it were authorized by statute or regulation.”). Here, the legislative branch passed MCC § 1-20-020 and authorized the City to seek recovery of costs incurred “in order to provide services reasonably related to [a defendant’s] violation of any federal, state or local law....” The common law limit on recovery outlined in *Beretta* does not apply.

Even if the common law rule were not displaced by statute, it would still pose no bar to the recovery of the City's abatement costs. *See Flagstaff*, 710 F.2d at 324 (noting that municipal cost-recovery rule does not bar recovery of costs "to abate" a public nuisance). The *Beretta* court acknowledged this exception but found it inapplicable on the facts presented in that case, where "plaintiffs admit that abatement is not feasible." *Beretta*, 213 Ill. 2d at 430. Here, by contrast, the City seeks the costs of abating Westforth's public nuisance, which includes (but is not limited to) "the cost of victim support services...and the costs of providing gun violence prevention, street outreach, and community safe-space programming to mitigate harms caused by illegal firearms sold by Westforth into the City," Am. Compl. ¶ 125; *see also id.* ¶¶ 11, 120, Prayer for Relief.

***c. Westforth's Misconduct Proximately Caused the City's Harm***

Westforth's third and final challenge to the legal sufficiency of the City's claims centers on proximate cause. Specifically, Westforth contends that its unlawful sales to straw purchasers were not a substantial factor in those firearms' later criminal misuse, and that intervening criminal actions by third parties make these downstream harms unforeseeable. Mot. at 22-23. It also argues that the City has failed to connect any of the prohibited firearms that it unlawfully sold directly to Chicago residents to a specific crime or harm within City limits. Mot. at 23. Neither argument has merit.

"[T]he term 'proximate cause' describes two requirements, cause in fact and legal cause." *McKenna v. AlliedBarton Sec. Services, LLC*, 2015 IL App (1st) 133414, ¶ 37. Cause in fact is established "if a defendant's conduct can be deemed to be a substantial factor in bringing about the injury." *Id.* Legal cause "is essentially a question of foreseeability, where one determines whether the injury is of a type that a reasonable person would see as a likely result of his or her conduct." *Id.* ¶ 38. "[I]t is axiomatic that proximate cause is ordinarily a question of fact to be

decided by the jury.” *Id.* ¶ 39; *see also Kramer v. Szczepaniak*, 2018 IL App (1st) 171411, ¶ 4 (“Proximate cause is typically a question of fact.”).

Here, the City has pled that at least 63 of the firearms that Westforth sold in unlawful straw transactions were recovered in Chicago and used in crimes ranging from homicide, assault, and domestic violence to possession of illegal machine guns and unlawful possession by minors and felons. Am. Compl. ¶¶ 4, 116. The Amended Complaint describes many of these gun recoveries and their associated crimes in detail, identifying the specific gun and straw purchaser involved, and the circumstances of recovery by Chicago police. *See id.* ¶¶ 68, 71, 77, 80, 86, 92, 97, 101, 105. This is more than sufficient to allege that these Westforth guns are a cause in fact of harm to the City. *See McKenna*, 2015 IL App (1st) 133414, ¶ 37 (“If reasonable minds could differ on whether the conduct was a substantial factor, the question is for the jury to decide.”) (internal quotation marks omitted); *Young*, 213 Ill. 2d at 447 (“[A] reasonable jury could find that that the manufacture of [the weapon] by Smith & Wesson, its subsequent sale . . . along with at least three different transfers of ownership . . . were causes in fact of the shooting[.]”).

The City has also pled legal cause. As the Illinois Supreme Court explains, “the proper inquiry regarding legal cause involves an assessment of foreseeability.” *Young*, 213 Ill. 2d at 446. It was plainly foreseeable to Westforth that the guns it unlawfully sold to straw purchasers would be diverted to criminal use. This premise alone—that guns sold to straw purchasers in knowing violation of state and federal gun laws are likely to be used in crime—is straightforward enough to establish foreseeability. *Cf. Roberts v. Smith & Wesson Brands, Inc.*, No. 22 LA 00000201, 2025 Ill. Cir. LEXIS 7, at \* 23-24 (Ill. Cir. Ct. Apr. 1, 2025) (plaintiffs sufficiently alleged that firearm marketing in violation of consumer protection statute proximately led to use of firearm in mass shooting).

But the City has alleged far more: for example, Westforth’s principal regulator, the ATF, repeatedly warned store leadership that selling guns to straw purchasers threatens public safety and leads to violent crime. *See* Am. Compl. ¶¶ 7, 52. For this reason, it provided guidance and remedial training to Westforth on how to prevent straw purchasing, which Westforth ignored. *Id.* ¶¶ 52-53, 58. It also warned the store about customers attempting to “traffic[] firearms to Vice Lord and Gangster disciple street gang members on the west side of Chicago.” *Id.* ¶ 20. On a separate occasion, a Westforth salesperson recognized that a customer was attempting to straw purchase five nearly identical Glock handguns to supply the criminal market in Chicago, but the store owner directed a different employee to step in and complete it. *Id.* ¶ 84. Westforth also appears to have sold guns to straw purchasers *after* receiving trace requests that notified the store that customers’ earlier purchases had been recovered as crime guns. *Id.* ¶¶ 68, 81, 95-97, 101.

In sum, it was entirely predictable to Westforth—not to mention foreseeable to a jury—that the natural and predictable consequence of illicit gun sales was gun crime. Thus, this case is unlike *Young*, where the plaintiffs did “not allege that [the defendants] violated any applicable state or federal law or municipal ordinance governing the manufacture or sale of firearms,” and the Supreme Court ultimately held that it would be “unreasonable to expect defendants to foresee the aggregate effect of the ***lawful manufacture and sale of firearms*** will be the creation of a public nuisance in a distant city.” 213 Ill. 2d at 440, 455 (emphasis added).

Contrary to Westforth’s suggestion, Mot. at 22, downstream criminal behavior by third parties does not alter this result. This is because it is black-letter law that where a third party’s criminal actions were foreseeable at the time of the defendant’s own misconduct, the third-party criminal act is not a superseding cause of harm. *See, e.g., Rowe v. State Bank of Lombard*, 125 Ill. 2d 203, 224 (1988) (“If the criminal act is reasonably foreseeable at the time of the negligence, the

causal chain is not necessarily broken by the intervention of such an act”) (citations omitted); *see also* Restatement (Second) of Torts §§ 302B, 448-49 (1965); *Mack v. Ford Motor Co.*, 283 Ill. App. 3d 52, 60 (1st Dist. 1996) (“Moreover, the law is clear that conduct does not become an unforeseeable intervening cause solely because it violates the law”) (*citing Ney v. Yellow Cab Co.*, 2 Ill. 2d 74, 78 (1954)); *McKenna*, 2015 IL App (1st) 133414, ¶¶ 1, 36-46 (finding plaintiffs sufficiently pled proximate cause when it should have been foreseeable to defendants that armed individual may seek to enter workplace to commit act of violence).

As to Westforth’s unlawful assault weapon and low-melting point pistol sales to Chicago residents, the City has likewise sufficiently alleged that these sales proximately cause harm to the City by endangering public safety. *See* Am. Compl. ¶¶ 111-12; 115. There is ample reason to believe that these weapons endanger the City by virtue of their sale directly to Chicago residents in violation of federal, state, and local law. *See, e.g.*, 18 U.S.C. 922(b)(3) (incorporating by reference MCC § 8-20-075 and 720 ILCS 5/24-3(A)(h)). Indeed, assault weapons need not be recovered to constitute a cognizable harm to public safety. *See Friedman v. City of Highland Park*, 68 F. Supp. 3d 895, 898, 908-09 (N.D. Ill. 2014) (rejecting Second Amendment challenge to Highland Park’s assault weapon ordinance and noting that ordinance was “intended to address the *potential* threat of mass shootings”) (emphasis added), *aff’d*, 784 F.3d 406, 412 (7th Cir. 2015) (“Local crimes are most likely to be committed by local residents, who are less likely to have access to firearms banned by a local ordinance”). Westforth’s argument on this issue boils down to little more than a request to invert the inferences that must be drawn in the City’s favor at the pleading stage. *See In re Marriage of Andrew*, 2023 IL App (1st) 221039, ¶ 36.

## CONCLUSION

For the foregoing reasons, Westforth’s motion to dismiss the City’s complaint should be denied. To the extent the Court grants Westforth’s motion, the City requests leave to amend.

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**CERTIFICATE OF SERVICE**

I hereby certify that on July 10, 2026, I e-filed the foregoing document, which will cause the document to be served on all counsel of record.

/s/ Rebecca A. Hirsch  
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