

JEFFERSON CIRCUIT COURT
DIVISION THREE
CASE NO. 24-CI-000518
JUDGE MITCH PERRY

DANA MITCHELL, et al.,

PLAINTIFFS

v.

RIVER CITY FIREARMS, INC., et al.,

DEFENDANTS

**DEFENDANT RIVER CITY FIREARMS, INC.'S ANSWER TO PLAINTIFFS'
COMPLAINT, AFFIRMATIVE DEFENSES AND JURY DEMAND**

Defendant River City Firearms, Inc. ("River City"), by and through its counsel, hereby submits its Answer to Plaintiffs' First Amended Complaint ("Complaint") and states as follows:

I. INTRODUCTION

1. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph "1" of the Plaintiffs' Complaint and therefore denies the allegations.

2. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph "2" of the Plaintiffs' Complaint and therefore denies the allegations.

3. River City denies the allegations in paragraph "3" of the Plaintiffs' Complaint except that it admits that it sold a rifle to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm. River City specifically denies violating any laws, rules or customs or practices in connection with the subject sale. River City also denies that Mr. Sturgeon was in the "in the throes of an acute mental health crisis" when

he entered River City's store or showed any signs or indications of any mental health issues. River City refers all questions of law to this Honorable Court.

4. River City denies the allegations in paragraph "4" of the Plaintiffs' Complaint except that it admits that its employee and personnel are properly educated and trained on prevent improper, illegal or unlawful sales. River City specifically denies violating any laws, rules or customs or practices in connection with the subject sale. River City refers all questions of law to this Honorable Court.

5. River City denies the allegations in paragraph "5" of the Plaintiffs' Complaint. River City specifically denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City refers all questions of law to this Honorable Court.

6. River City denies the allegations in paragraph "6" of the Plaintiffs' Complaint. River City specifically denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City refers all questions of law to this Honorable Court.

7. River City denies the allegations in paragraph "7" of the Plaintiffs' Complaint. River City specifically denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City refers all questions of law to this Honorable Court.

8. River City denies the allegations in paragraph "8" of the Plaintiffs' Complaint. River City specifically denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City refers all questions of law to this Honorable Court.

9. River City denies the allegations in paragraph “9” of the Plaintiffs’ Complaint that are directed at it and refers all questions of law to this Honorable Court.

10. River City denies the allegations in paragraph “10” of the Plaintiffs’ Complaint about negligence that are directed at it. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the remaining allegations in paragraph “10” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank. River City refers all questions of law to this Honorable Court.

11. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “11” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

12. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “12” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

13. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “13” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

14. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “14” of the Plaintiffs’ Complaint and

therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

15. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “15” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

16. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “16” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

17. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “17” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

18. River City denies the allegations in paragraph “18” of the Plaintiffs’ Complaint about negligence that are directed at it. River City specifically denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the remaining allegations in paragraph “18” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank. River City refers all questions of law to this Honorable Court.

II. Parties

19. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “19” of the Plaintiffs’ Complaint and therefore denies the allegations.

20. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “20” of the Plaintiffs’ Complaint and therefore denies the allegations.

21. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “21” of the Plaintiffs’ Complaint and therefore denies the allegations.

22. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “22” of the Plaintiffs’ Complaint and therefore denies the allegations.

23. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “23” of the Plaintiffs’ Complaint and therefore denies the allegations.

24. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “24” of the Plaintiffs’ Complaint and therefore denies the allegations.

25. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “25” of the Plaintiffs’ Complaint and therefore denies the allegations.

26. River City admits that it is a lawful and valid Kentucky corporation. River City also admits that the shooter committed intentional and criminal acts of shooting

individuals at Old National Bank. River City denies the remaining allegations in paragraph “26” of the Plaintiffs’ Complaint. Answering further, River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

27. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “27” of the Plaintiffs’ Complaint and therefore denies the allegations. Answering further, River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

28. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “28” of the Plaintiffs’ Complaint and therefore denies the allegations. Answering further, River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

III. JURISDICTION AND VENUE

29. The allegations in paragraph “29” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations.

30. The allegations in paragraph “30” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations.

31. The allegations in paragraph “31” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations.

32. The allegations in paragraph “32” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations.

33. The allegations in paragraph “33” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations.

IV. GENERAL ALLEGATIONS

a. River City Knew, or Should Have Known, that the AR-15 is the Preferred Firearms for Mass Shooters.

34. River City admits that it is a lawful and valid Kentucky corporation which began operations in 2011. River City denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the remaining allegations in paragraph “34” of the Plaintiffs’ Complaint and therefore denies the allegations.

35. River City denies the allegations in paragraph “35” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

36. The allegations in paragraph “36” of the Plaintiffs’ Complaint, including all sub-parts, are assertions of law to which no response is required. To the extent that a

response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

37. The allegations in paragraph “37” of the Plaintiffs’ Complaint, including all sub-parts, are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

38. River City denies the allegations in paragraph “38” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

b. River City Was Aware of Its Responsibility to Decline Dangerous Sales.

39. River City denies the allegations in paragraph “39” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

40. The allegations in paragraph “40” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

41. The allegations in paragraph “41” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

42. The allegations in paragraph “42” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

43. River City denies the allegations in paragraph “43” of the Plaintiffs’ Complaint that are directed at it except that it admits that ATF has conducted routine inspections and/or audits as it does for all Federal Firearms Licensees. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

44. River City denies the allegations in paragraph “44” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

45. River City denies the allegations in paragraph “45” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

46. River City denies the allegations in paragraph “46” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

47. River City denies the allegations in paragraph “47” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

48. River City denies the allegations in paragraph “48” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

49. River City denies the allegations in paragraph “49” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

c. River City Ignored Numerous Red Flags When It Sold Connor Sturgeon an Assault Rifle and Deadly Accessories.

50. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “50” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

51. River City admits that it sold a rifle to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm.

52. River City denies the allegations in paragraph “52” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

53. River City denies the allegations in paragraph “53” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

54. River City denies the allegations in paragraph “54” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

55. River City denies the allegations in paragraph “55” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

56. River City denies the allegations in paragraph “56” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

57. River City denies the allegations in paragraph “57” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

58. River City denies the allegations in paragraph “58” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

59. River City denies the allegations in paragraph “59” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

d. River City Sold Sturgeon Firearm Accessories That Made His Attack More Deadly.

60. River City denies the allegations in paragraph “60” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

61. River City denies the allegations in paragraph “61” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

62. River City denies the allegations in paragraph “62” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of

negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

63. River City denies the allegations in paragraph “63” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

64. River City denies the allegations in paragraph “64” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

65. River City denies the allegations in paragraph “65” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

66. River City denies the allegations in paragraph “66” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

67. River City denies the allegations in paragraph “67” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

68. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “68” of the Plaintiffs’ Complaint and

therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

69. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “69” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

70. The allegations in paragraph “70” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

71. The allegations in paragraph “71” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. Answering further, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations of other shooting events.

72. The allegations in paragraph “72” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. Answering

further, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations of other shooting events.

73. The allegations in paragraph “73” of the Plaintiffs’ Complaint are assertions of law to which no response is required. To the extent that a response is required, River City denies the allegations directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. Answering further, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations of other shooting events.

74. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “74” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

75. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “75” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

76. River City denies the allegations in paragraph “76” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

77. River City denies the allegations in paragraph “77” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of

negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

e. Magpul and RSR Failed to Enact Reasonable Safeguards on the Sale of Accessories That They Know Increase a Firearm's Lethality.

78. River City admits that it purchases products, including firearm magazines, for Defendant RSR. River City denies the remaining allegations in paragraph "78" of the Plaintiffs' Complaint that are directed at it.

79. The allegations in paragraph "79" of the Plaintiffs' Complaint are not directed at this River City and therefore no response is required. To the extent that a response is required, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph "79" of the Plaintiffs' Complaint and therefore denies the allegations.

80. The allegations in paragraph "80" of the Plaintiffs' Complaint are not directed at this River City and therefore no response is required. To the extent that a response is required, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph "80" of the Plaintiffs' Complaint and therefore denies the allegations.

81. The allegations in paragraph "81" of the Plaintiffs' Complaint are not directed at this River City and therefore no response is required. To the extent that a response is required, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph "81" of the Plaintiffs' Complaint and therefore denies the allegations.

82. The allegations in paragraph "82" of the Plaintiffs' Complaint are not directed at this River City and therefore no response is required. To the extent that a

response is required, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “82” of the Plaintiffs’ Complaint and therefore denies the allegations.

83. The allegations in paragraph “83” of the Plaintiffs’ Complaint are not directed at this River City and therefore no response is required. To the extent that a response is required, River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “83” of the Plaintiffs’ Complaint and therefore denies the allegations.

84. River City denies the allegations in paragraph “84” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

85. The allegations in paragraph “85” of the Plaintiffs’ Complaint are not directed at this River City and therefore no response is required. To the extent that a response is required, River City denies the allegations in paragraph “85” of the Plaintiffs’ Complaint that are directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present.

f. Sturgeon Used the AR-15-Style Rifle, Accessories, and Ammunition Sold to Him by River City During His Attack at Old National Bank.

86. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “86” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that it sold a rifle to Connor Sturgeon after he properly completed the required paperwork, passed a background

check, and showed no signs or indications that he should not be sold a firearm and that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

87. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “87” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

88. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “88” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

89. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “89” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

90. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “90” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

91. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “91” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

92. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “92” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

93. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “93” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

94. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “94” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

95. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “95” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

96. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “96” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

97. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “97” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

98. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “98” of the Plaintiffs’ Complaint and therefore denies the allegations except that River City admits that that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank.

g. The Impact of the Shooting on the Plaintiffs and Their Families

99. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “99” of the Plaintiffs’ Complaint and therefore denies the allegations.

100. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “100” of the Plaintiffs’ Complaint and therefore denies the allegations.

101. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “101” of the Plaintiffs’ Complaint and therefore denies the allegations.

102. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “102” of the Plaintiffs’ Complaint and therefore denies the allegations.

103. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “103” of the Plaintiffs’ Complaint and therefore denies the allegations.

104. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “104” of the Plaintiffs’ Complaint and therefore denies the allegations.

105. River City lacks knowledge or information sufficient to form a belief as to the truth or accuracy of the allegations in paragraph “105” of the Plaintiffs’ Complaint and therefore denies the allegations.

V. CAUSES OF ACTION

COUNT I – NEGLIGENT ENTRUSTMENT
(By All Plaintiffs Against Defendant River City Firearms, Inc.)

106. River City incorporates by reference its answers and responses to Plaintiffs’ allegations contained in Paragraphs 1-105 of Plaintiffs’ Complaint as if fully re-stated herein.

107. River City admits that it sold a rifle and other components to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm or other components. River City also admits that the shooter committed intentional and criminal acts of shooting individuals at Old National Bank. River City denies the remaining allegations in paragraph “107” of the Plaintiffs’ Complaint directed at it.

108. River City admits that it sold a rifle and other components to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm or other components. River City denies the remaining allegations in paragraph “108” of the Plaintiffs’ Complaint directed at it. River City refers all questions of law to this Honorable Court.

109. River City denies the allegations in paragraph “109” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

110. River City denies the allegations in paragraph “110” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

111. River City denies the allegations in paragraph “111” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

112. River City denies the allegations in paragraph “112” of the Plaintiffs’ Complaint directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City also denies that Mr. Sturgeon was in the “was in the midst of an acute mental breakdown” when he entered River City’s store or showed any signs or indications of any mental health issues. River City refers all questions of law to this Honorable Court.

113. River City denies the allegations in paragraph “113” of the Plaintiffs’ Complaint directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City refers all questions of law to this Honorable Court.

114. River City denies the allegations in paragraph “114” of the Plaintiffs’ Complaint directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in connection with the subject sale or that any red flags were present. River City refers all questions of law to this Honorable Court.

115. River City denies the allegations in paragraph “115” of the Plaintiffs’ Complaint directed at it. River City specifically denies any allegations of negligence or fault directed at it and denies violating any laws, rules or customs or practices in

connection with the subject sale or that any red flags were present. River City refers all questions of law to this Honorable Court.

116. River City admits that it sold a rifle and other components and components to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm or other components. River City denies the remaining allegations in paragraph “116” of the Plaintiffs’ Complaint directed at it. River City refers all questions of law to this Honorable Court.

117. River City denies the allegations in paragraph “117” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

118. River City denies the allegations in paragraph “118” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

119. River City admits that it sold a rifle and other components to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm or other components. River City denies the remaining allegations in paragraph “119” of the Plaintiffs’ Complaint directed at it. River City refers all questions of law to this Honorable Court.

120. River City admits that it sold a rifle and other components to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm or other components. River City denies the remaining allegations in paragraph “120” of the Plaintiffs’ Complaint directed at it. River City refers all questions of law to this Honorable Court.

121. River City admits that it sold a rifle and other components to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm or other components. River City denies the remaining allegations in paragraph “121” of the Plaintiffs’ Complaint directed at it. River City refers all questions of law to this Honorable Court.

122. River City denies the allegations in paragraph “122” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

COUNT II – NEGLIGENCE
(By All Plaintiffs Against All Defendants)

123. River City incorporates by reference its answers and responses to Plaintiffs’ allegations contained in Paragraphs 1-122 of Plaintiffs’ Complaint as if fully re-stated herein.

124. River City denies the allegations in paragraph “124” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

125. River City denies the allegations in paragraph “125” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

126. River City denies the allegations in paragraph “126” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

127. River City denies the allegations in paragraph “127” of the Plaintiffs’ Complaint directed at it, including all sub-parts, and refers all questions of law to this Honorable Court.

128. River City denies the allegations in paragraph “128” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

129. The allegations in paragraph “129” of the Plaintiffs’ Complaint are not directed at River City and therefore no response is required. To the extent that a response is required, River City denies the allegations in paragraph “129” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

130. The allegations in paragraph “130” of the Plaintiffs’ Complaint are not directed at River City and therefore no response is required. To the extent that a response is required, River City denies the allegations in paragraph “130” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

131. River City denies the allegations in paragraph “131” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

132. River City admits that it sold a rifle and components to Connor Sturgeon after he properly completed the required paperwork, passed a background check, and showed no signs or indications that he should not be sold a firearm or other components. River City denies the remaining allegations in paragraph “132” of the Plaintiffs’ Complaint directed at it. River City refers all questions of law to this Honorable Court.

133. River City denies the allegations in paragraph “133” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

134. River City denies the allegations in paragraph “134” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

135. River City denies the allegations in paragraph “135” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

136. River City denies the allegations in paragraph “136” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

137. River City denies the allegations in paragraph “137” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

138. River City denies the allegations in paragraph “138” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

139. River City denies the allegations in paragraph “139” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

140. River City denies the allegations in paragraph “140” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

141. River City denies the allegations in paragraph “141” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

142. River City denies the allegations in paragraph “142” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

143. River City denies the allegations in paragraph “143” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

144. River City denies the allegations in paragraph “144” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

145. River City denies the allegations in paragraph “145” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

146. River City denies the allegations in paragraph “146” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

147. River City denies the allegations in paragraph “147” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

148. River City denies the allegations in paragraph “148” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

COUNT III – WRONGFUL DEATH
(By Plaintiffs Karen Tutt and James Gilly Against All Defendants)

149. River City incorporates by reference its answers and responses to Plaintiffs' allegations contained in Paragraphs 1-148 of Plaintiffs' Complaint as if fully re-stated herein.

150. River City denies the allegations in paragraph "150" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

151. River City denies the allegations in paragraph "151" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

152. River City denies the allegations in paragraph "152" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

COUNT IV – LOSS OF SPOUSAL CONSORTIUM
(Plaintiffs Karen Tutt and Jessica Barrick Against All Defendants)

153. River City incorporates by reference its answers and responses to Plaintiffs' allegations contained in Paragraphs 1-152 of Plaintiffs' Complaint as if fully re-stated herein.

154. River City denies the allegations in paragraph "154" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

155. River City denies the allegations in paragraph "155" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

156. River City denies the allegations in paragraph "156" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

157. River City denies the allegations in paragraph "157" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

COUNT V – LOSS OF PARENTAL CONSORTIUM
(By Plaintiff Jessica Barrick Against All Defendants)

158. River City incorporates by reference its answers and responses to Plaintiffs' allegations contained in Paragraphs 1-157 of Plaintiffs' Complaint as if fully re-stated herein.

159. River City denies the allegations in paragraph "159" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

160. River City denies the allegations in paragraph "160" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

COUNT VI – KY. REV. STAT. § 411.150
(Plaintiffs Karen Tutt and Jessica Barrick Against All Defendants)

161. River City incorporates by reference its answers and responses to Plaintiffs' allegations contained in Paragraphs 1-160 of Plaintiffs' Complaint as if fully re-stated herein.

162. River City denies the allegations in paragraph "162" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

163. River City denies the allegations in paragraph "163" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

164. River City denies the allegations in paragraph "164" of the Plaintiffs' Complaint directed at it and refers all questions of law to this Honorable Court.

PUNITIVE DAMAGES

165. River City incorporates by reference its answers and responses to Plaintiffs' allegations contained in Paragraphs 1-164 of Plaintiffs' Complaint as if fully re-stated herein.

166. River City denies the allegations in paragraph “166” of the Plaintiffs’ Complaint directed at it and refers all questions of law to this Honorable Court.

GENERAL DENIAL

Any allegation in Plaintiffs’ Complaint that is not specifically admitted herein is hereby denied by River City.

DEFENSES

River City asserts the following affirmative defenses without assuming the burden of proof or persuasion that would otherwise remain with Plaintiffs. Each defense is asserted to all claims against River City. Nothing stated herein should be construed as an admission that any particular issue or subject matter is relevant to Plaintiffs’ allegations. River City reserves the right to assert additional affirmative defenses as they become known through the course of discovery in this matter. As separate and affirmative defenses, River City alleges as follows:

FIRST AFFIRMATIVE DEFENSE

Without waiving its denial of liability, River City states that Plaintiffs’ claims are barred by the statute of limitations.

SECOND AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states that Plaintiffs have failed to join one or more indispensable parties the names and/or identities of many of which are unknown to River City, including, but not limited to, the criminal shooter.

THIRD AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states Plaintiffs' claims are barred, reduced, or limited pursuant to applicable statutory and common law regarding limitations of awards, caps on recovery, and setoffs.

FOURTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states that Plaintiffs have failed to state a claim upon which relief can be granted.

FIFTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states that the acts and omissions of Plaintiffs or third parties for whom River City is not legally responsible or liable constitute a new and independent cause of any damages allegedly sustained by Plaintiffs such that there can be no finding that any act or omission on the part of River City proximately caused Plaintiffs' alleged damages.

SIXTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' damages, if any, were solely caused by the intentional or negligent acts of persons over whom River City had no control or duty to control, and for whom River City bears no legal responsibility, thereby precluding liability.

SEVENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City pleads that misuse of the products by a criminal shooter was the sole proximate cause of any injury to Plaintiffs.

EIGHTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states that if Plaintiffs sustained damage, such damage was caused by third parties not under River City's control or that third parties not under River City's control contributed to cause Plaintiffs' alleged damages.

NINTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states that the subject rifle was not an inherently dangerous product and was safe and suitable for lawful uses protected by the Second Amendment to the U.S. Constitution.

TENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states that it owes no duty to Plaintiffs regarding the conditions referred to in Plaintiffs' Complaint.

ELEVENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' damages, if any, were caused or contributed to by the intentional or negligent acts of persons over whom this River City had no control or duty to control, and for whom this River City bears no legal responsibility, and such fault should be compared pursuant to comparative fault laws.

TWELFTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City denies that it is in any way liable to Plaintiffs or is any way negligent, however, to the extent that Plaintiffs should recover by settlement any sums from any other entity or party with respect to the claims raised herein, and to the extent any exceptions are found applicable

to several only liability, River City is entitled to a reduction of damages or to a set-off for any such settlement.

THIRTEENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs failed to mitigate its damages.

FOURTEENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' claims must be dismissed because River City was, at all times relevant, a properly licensed federal firearms dealer, which followed all proper federal firearms regulations and is entitled to the immunity provisions of the Protection of Lawful Commerce in Arms Act, 15 U.S.C. § 7901 et seq.

FIFTEENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' claims are barred, in whole or part, because the proximate and legal cause of any injury was the criminal misuse of said firearms by the individuals owning, possessing, and/or handling the firearm. Such abnormal use of a properly working firearm bars liability against River City.

SIXTEENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City did not owe or breach any duty owed to Plaintiffs.

SEVENTEENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City denies that any of Plaintiffs' alleged damages were proximately caused by any act, omission or misconduct of River City.

EIGHTEENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' claims for relief before the Court violate the constitutional separation of powers in that Plaintiffs seek to have the judicial branch create legislative policy and influence or change the policy of separate state legislature.

NINETEENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City's alleged conduct is too remote in relation to the proximate cause(s) of injury to Plaintiffs to permit recovery as a matter of law.

TWENTIETH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, there is no causal relationship between the conduct of River City and the damages as alleged by Plaintiffs.

TWENTY-FIRST AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' claims are barred by superseding and intervening intentional, negligent, reckless and/or criminal acts of third parties.

TWENTY-SECOND AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states Plaintiffs' claims for enhanced and/or punitive damages, if any, are barred because the

alleged harm suffered was not the result of River City's acts or omissions and such acts or omissions, if any, were not performed knowingly, intentionally, or willfully.

TWENTY-THIRD AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states any award of enhanced and/or punitive damages would violate the excessive fines clause of the Eighth Amendment to the Constitution of the United States.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states to the extent Plaintiffs seeks punitive damages, any such claims for punitive damages are barred by the following: Commerce Clause of Article I, Section 8 of the U.S. Constitution; the Contracts Clause of Article I, Section 10 of the U.S. Constitution; the prohibition against ex post facto laws embodied in Article I, Section 10 of the U.S. Constitution; the Supremacy Clause of Article VI of the U.S. Constitution; the First, Fifth, Eighth and Fourteenth Amendments to the Constitution of the United States of America; as well as the due process and equal protection provisions contained in the Constitution of Kentucky. An award of punitive damages is not justified under the facts of this case and any such award will constitute a denial of equal protection, a denial of due process and/or the imposition of an excessive fine. An award of punitive damages must conform with the law as set forth in State Farm Automobile Ins. Co. v. Campbell, 538 U.S. 408 (2003), BMW of North America, Inc. v. Gore, 517 U.S. 559 (1996), Cooper Industries, Inc. v. Leatherman Tool Group, 532 U.S. 424 (2001), and such other and future cases interpreting the laws involving the bases, standards, burdens of proof and amounts of punitive or exemplary damages under the given set of facts and circumstances. In the unlikely event that the issue of punitive damages is properly put before a trier of fact in

this case, River City is entitled to a unanimous jury verdict as to such a finding of fact and to bifurcation of this “punishment” phase and to a jury instruction that mandates a higher burden of proof upon Plaintiffs than a mere preponderance of the evidence.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City states Plaintiffs are not entitled to any damage award violative of River City’s due process and equal protection rights and other rights set forth in the United States Constitution or rights under the Kentucky Constitution.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City pleads the defense of estoppel.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City asserts it is entitled to contribution, comparative negligence, pro rata distribution, several liability, and apportionment of fault.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs’ claims are in violation of the First and Second Amendments to the United States Constitution as well as the Commerce Clause.

TWENTY-NINTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs’ claims against RSR are barred by KRS § 411.340, which is the middleman provision of the Kentucky Product Liability Act.

THIRTIETH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City affirmatively pleads and relies upon all available defenses provided in the Kentucky Rules of Civil Procedure 8.03 and 12.02 as applicable, as bars to Plaintiffs' Complaint.

THIRTY-FIRST AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' claims are barred because River City's alleged sale of the rifle, sight, magazines, and grip complied with all of its legal obligations related to the sale of those products.

THIRTY-SECOND AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiff's claims are barred because at all times relevant to this action, River City acted in good faith and consistent with its legal rights, duties, and obligations.

THIRTY-THIRD AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City is entitled to, and claims the benefit of, all defenses and presumptions set forth in or arising from any rule of law under federal or Kentucky law.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, Plaintiffs' common law claims should be dismissed due to the lack of a special relationship.

THIRTY-FIFTH AFFIRMATIVE DEFENSE

In the alternative, and without waiving its denial of liability, River City hereby gives notice that it intends to rely on any other defenses asserted by any other party to this matter or that may become available or apparent during discovery proceedings in this matter and hereby reserve the right to amend its Answer to assert such defenses.

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JURY DEMAND

River City demands a trial by jury on all issues appropriate for the jury to consider.

WHEREFORE, River City respectfully requests that this Court dismiss Plaintiffs' Complaint with prejudice and grant River City its costs and for any other further relief that this Court deems just and proper in the circumstances.

Dated June 4, 2025

Respectfully submitted,

/s/ Matthew A. Taulbee

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CERTIFICATE OF SERVICE

This is to certify that a true and accurate copy of the foregoing has been served by electronic mail this 4th day of June 2025 on the following:

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