

# **EXHIBIT 5**

DOCKET NO: FBT-CV 23-6123659-S : SUPERIOR COURT  
ESTATE OF NEVEN STANSIC ET AL. : J.D. OF FAIRFIELD  
VS. : AT BRIDGEPORT  
STURM, RUGER & COMPANY, INC. : JULY 14, 2023

**ANSWER AND SPECIAL DEFENSES**

Defendant Sturm, Ruger & Company, Inc. hereby submits this Answer and Special Defenses to Plaintiffs' Revised Complaint dated July 7, 2023 (Entry 114.00) ("Complaint"). Except as specifically admitted below, Defendant denies each and every allegation of the Complaint.

**COUNT ONE**

1. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 1 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
2. Defendant denies the allegations of Paragraph 2 except admits that Defendant has manufactured, marketed and sold products known as the Ruger AR-556 rifle and the Ruger AR-556 pistol.
3. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 3 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
4. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 4 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
5. Denied.

6. The photograph lacks source information, context, or other information that would allow the defendant to respond to this allegation. As such, Defendant is unable to admit or deny the allegations of Paragraph 6 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
7. Denied.
8. The photograph lacks source information, context, or other information that would allow the defendant to respond to the allegations of Paragraph 8 related to the photograph. As such, Defendant is unable to admit or deny the same, but leaves the Plaintiffs to their proof. The remainder of the allegations of Paragraph 8 are denied.
9. Denied.
10. Denied.
11. Denied.
12. Denied.
13. Defendant admits that it provided product information containing the quoted language to describe a pistol on its website in 2021. The remaining allegations contained within Paragraph 13 are denied.
14. Denied.
15. Denied.
16. Denied.
17. Denied.
18. Denied.
19. Denied.

20. Defendant admits that the quoted phrase was used to advertise its Ruger American Pistol, a product that is not at issue in this matter.
21. Denied.
22. Denied.
23. Denied.
24. Denied.
25. Denied.
26. Denied.
27. Denied.
28. Defendant admits that it has marketed its AR-556 rifle, a product the Defendant understands was not involved in the criminal incident giving rise to this litigation, since its introduction to the market. The remaining allegations contained within Paragraph 28 are denied.
29. Denied.
30. Denied.
31. Denied.
32. Denied.
33. Denied.
34. Denied.
35. Denied.
36. Denied.
37. Denied.
38. Denied.

39. Denied.
40. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 40 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
41. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 41, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.
42. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 42, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.
43. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 43 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.

## **COUNT TWO**

1. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 1 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
2. Defendant denies the allegations of Paragraph 2 except admits that Defendant has manufactured, marketed and sold products known as the Ruger AR-556 rifle and the Ruger AR-556 pistol.

3. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 3 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
4. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 4 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
- 5-38. Defendant's response to Paragraphs 5 through 38 of Count One are hereby incorporated and made responsive to Paragraphs 5 – 38 of this Count Two as if full set forth herein.
39. Denied.
40. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 40 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
41. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 41, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.
42. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 42, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.

43. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 43 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.

### **COUNT THREE**

1. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 1 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
2. Defendant denies the allegations of Paragraph 2 except admits that Defendant has manufactured, marketed and sold products known as the Ruger AR-556 rifle and the Ruger AR-556 pistol.
3. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 3 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
4. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 4 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
- 5-38. Defendant's response to Paragraphs 5 through 38 of Count One are hereby incorporated and made responsive to Paragraphs 5 – 38 of this Count Three as if full set forth herein.
39. Denied.
40. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 40 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.

41. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 41, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.
42. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 42, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.
43. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 43 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.

#### **COUNT FOUR**

1. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 1 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
2. Defendant denies the allegations of Paragraph 2 except admits that Defendant has manufactured, marketed and sold products known as the Ruger AR-556 rifle and the Ruger AR-556 pistol.
3. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 3 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.



4. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 4 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
- 5-38. Defendant's response to Paragraphs 5 through 38 of Count One are hereby incorporated and made responsive to Paragraphs 5 – 38 of this Count Four as if full set forth herein.
39. Denied.
40. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 40 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
41. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 41, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.
42. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 42, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.
43. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 43 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.

**COUNT FIVE**

1. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 1 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
2. Defendant denies the allegations of Paragraph 2 except admits that Defendant has manufactured, marketed and sold products known as the Ruger AR-556 rifle and the Ruger AR-556 pistol.
3. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 3 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
4. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 4 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
- 5-38. Defendant's response to Paragraphs 5 through 38 of Count One are hereby incorporated and made responsive to Paragraphs 5 – 38 of this Count Five as if full set forth herein.
39. Denied.
40. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 40 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.
41. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 41, Defendant lacks knowledge or information to form

a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.

42. Defendant denies the allegations related to causation. As to the remaining allegations of this Paragraph 42, Defendant lacks knowledge or information to form a belief and therefore neither admits nor denies the same, but leave the Plaintiffs to their proof.

43. Defendant lacks knowledge or information to form a belief as to the allegations of this Paragraph 43 and therefore neither admits nor denies the same, but leaves the Plaintiffs to their proof.

### **SPECIAL DEFENSES TO ALL COUNTS**

#### **First Special Defense**

1. The firearm used in the criminal event that gives rise to this Complaint was purchased by Ahmed Al Aliwi Alissa, a Colorado resident.
2. The firearm used in the criminal event that gives rise to this Complaint was purchased at a retail store located in Colorado.
3. The criminal event that forms the basis of the Complaint occurred in Colorado and was committed by Ahmed Al Aliwi Alissa.
4. Upon information and belief, the victims of the criminal event, including Plaintiffs' decedents, were residents of Colorado.
5. The subject firearm was not designed, manufactured, marketed, or shipped by Defendant in or from Connecticut.
6. There are outcome determinative differences between Connecticut and Colorado law concerning liability and recoverable damages, and under

Connecticut choice of law principles, Colorado has the most significant relationship to this case.

7. Plaintiffs' Connecticut Unfair Trade Practices Act (CUTPA) claim fail as a matter of law because Connecticut law does not apply to this case.

### **Second Special Defense**

1. Plaintiffs seek to impose liability on Defendant for damages resulting from the criminal misuse of a firearm by a third party.
2. The injuries and damages alleged in the Complaint were the direct and proximate result of the volitional, criminal actions of Ahmed Al Aliwi Alissa, a resident of Colorado, who is currently in the custody of law enforcement, awaiting criminal proceedings for the event described in the Complaint.
3. Plaintiffs' claims are therefore barred, in whole or in part, by the Protection of Lawful Commerce in Arms Act ("PLCAA"), 15 U.S.C. §§ 501, *et seq.*, which provides firearm manufacturers with statutory immunity for damages and other relief resulting from the criminal misuse of firearms.

### **Third Special Defense**

1. The Complaint seeks to impose liability for Defendant's alleged marketing of the subject firearm, including publication of images of the firearm and technical specifications associated therewith.

2. Defendant's marketing does not promote illegal activity, but rather provides factual information to inform consumers so as to allow the lawful acquisition, ownership and use of the lawful firearm by law-abiding persons.
3. The Complaint unconstitutionally seeks to punish Defendant's lawful and protected commercial speech and expression.
4. Plaintiffs' claims are barred, in whole or in part, by the First Amendment to the United States Constitution because they seek to impose liability on the Defendant for constitutionally protected commercial speech and expression.

#### **Fourth Special Defense**

1. The Complaint seeks to impose liability for Defendant's alleged marketing of the subject firearm, including publication of images of the firearm and technical specifications associated therewith.
2. Defendant's marketing does not promote illegal activity, but rather provides factual information to inform consumers so as to allow the lawful acquisition, ownership and use of the lawful firearm by law-abiding persons.
3. The Complaint unconstitutionally seeks to punish Defendant's lawful and protected commercial speech and expression.
4. Plaintiffs' claims are barred, in whole or in part, by the Article First of the Connecticut Constitution because they seek to impose liability on the Defendant for constitutionally protected forms of speech and expression.

### **Fifth Special Defense**

Defendant did not owe a duty to protect Plaintiffs' decedent from the intentional criminal actions of Ahmed Al Aliwi Alissa in the absence of a special relationship between Defendant and the decedents.

### **Sixth Special Defense**

Defendant's alleged conduct was not the cause-in-fact of Plaintiffs' harm. Plaintiffs have not alleged and cannot prove that "but for" Defendant's alleged conduct in marketing the firearm Plaintiffs' harm would not have occurred. Defendant's alleged conduct was also not a substantial factor in producing Plaintiffs' harm because the conduct of Ahmed Al Aliwi Alissa was the predominant, if not the sole, cause of the harm.

### **Seventh Special Defense**

Plaintiffs seek to impose liability on Defendant for the criminal actions of another person. Specifically, the injuries and damages alleged in the Complaint were the direct and proximate result of the actions of Ahmed Al Aliwi Alissa, who is currently in the custody of law enforcement, awaiting criminal proceedings for the event described in the Complaint. As such, Plaintiffs' claims are barred, in whole or in part, by Colo. Rev. Stat. § 13-21-501, *et seq.*

### **Eighth Special Defense**

To the extent Connecticut law applies to this case, which Defendant expressly denies, Plaintiffs' claims fail as a matter of law because there is no nexus between any trade or commerce by Defendant in Connecticut as required by the Connecticut Unfair

Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.* (“CUTPA”). The subject firearm was not designed, manufactured, marketed, or shipped by Defendant in or from Connecticut.

### **Ninth Special Defense**

To the extent Connecticut law applies to this case, which Defendant expressly denies, Plaintiffs’ claims are barred, in whole or in part, by the due process clause of the Fifth Amendment to the United States Constitution because CUTPA is unconstitutionally vague and overbroad as applied to the alleged conduct by the Defendant.

### **Tenth Special Defense**

To the extent Connecticut law applies to this case, which Defendant expressly denies, Plaintiffs’ CUTPA claims are barred, in whole or in part, to the extent they include claims precluded by the Connecticut Product Liability Act, Conn. Gen. Stat. § 52-572n(a).

### **Eleventh Special Defense**

To the extent Connecticut law applies to this case, which Defendant expressly denies, Plaintiffs’ CUTPA claims are barred, in whole or in part, by the applicable statute of limitations because they were commenced more than three years after alleged conduct that is the basis of the alleged CUTPA violation.

### **Twelfth Special Defense**

To the extent Connecticut law applies to this case, which Defendant expressly denies, Defendant's alleged conduct was not the cause-in-fact of Plaintiffs' harm. Plaintiffs have not alleged and cannot prove that "but for" Defendant's alleged conduct in marketing the firearm Plaintiffs' harm would not have occurred.

### **Thirteenth Special Defense**

To the extent Connecticut law applies to this case, which Defendant expressly denies, Defendant's alleged conduct was not the proximate cause of Plaintiffs' harm because the harm was not a foreseeable risk of Defendant's alleged conduct and the intentional criminal actions of Ahmed Al Aliwi Alissa were the superseding cause of the harms alleged in the Complaint.

### **Fourteenth Special Defense**

Plaintiffs' damages, if any, are limited by Colo. Rev. Stat. § 13-21-203.

### **Reservation of Rights**

Defendant expressly reserves the right to amend and/or supplement this Answer and Special Defenses, including the right to raise any additional defenses not asserted herein that may be revealed during the course of investigation, discovery, or trial, or which are otherwise applicable.



THE DEFENDANT,  
STURM, RUGER & COMPANY

By 402182

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**Certification**

I hereby certify that a copy of the above was mailed or electronically delivered on the 14th day of July, 2023 to all counsel and pro se parties of record and that written consent for electronic delivery was received from all counsel and pro se parties of record who were electronically served.

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