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

CITY OF CHICAGO, an Illinois)
Municipal corporation,)
)
Plaintiff,)
)
-vs-)
)
GLOCK, INC., *et al*,)
)
Defendants.)
)

Case No.: 2024CH06875
Hon. Allen P. Walker

**DEFENDANTS MIDWEST SPORTING GOODS CO., EAGLE GUN CLUB, LLC,
RANGE PLUS, LLC, AND 5900, LLC’S JOINT REPLY MEMORANDUM
IN SUPPORT OF THEIR MOTIONS TO DISMISS**

Midwest Sporting Goods Co. (“Midwest”) and Eagle Gun Club LLC, Range Plus, LLC, and 5900, LLC (the “Eagle Gun Club Defendants”) (Midwest and the Eagle Gun Club Defendants will be collectively referred to as the “Retailers”), respectfully submit this joint reply memorandum in support of their motions to dismiss the City of Chicago’s claims against them on the grounds that they are barred by the Protection of Lawful Commerce in Arms Act (“PLCAA”) and, even apart from immunity protections afforded to them under the PLCAA, the City has not pled facts sufficient to state claims against them under Illinois law.

ARGUMENT

The City’s claims against the Retailers boil down to the contention that the Retailers should face liability for legally selling some of the most common firearms in the market in compliance with all federal, state, and local firearms laws, simply because it is possible for third parties to do

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something illegal with those firearms after the sale. It is hard to imagine a factual scenario that more precisely depicts what the PLCAA defines as a qualified civil liability action, and a qualified civil liability action against the Retailers must be dismissed under the PLCAA unless the City demonstrates that that an exception to immunity applies. The City's argument makes no such case relative to any defendant in this case. As to the Retailers, the City's brief hardly mentions them, almost as if they are an afterthought.¹ To the extent that it does, what the City has to say has no bearing on the legal considerations at issue.²

I. THE FIREARMS AT ISSUE ARE GOVERNED BY THE GUN CONTROL ACT AND SOLD IN CONFORMITY WITH THE APPLICABLE LAWS AND REGULATIONS.

The City admits that the firearms sold by the Retailers are not machineguns and that their claims against the Retailers are centered on the notion that it is possible that someone could take an illegal device and convert them to machineguns. That is, the Retailers sold semi-automatic pistols, nothing more. These are firearms governed by the Gun Control Act ("GCA") and its corresponding regulations, not the National Firearms Act ("NFA") and its corresponding regulations.³ The City's complaint and its memorandum in opposition each make dozens of references to fully automatic firearms and/or machineguns as if that is what this case were about. But absent an allegation that the Retailers sold machineguns, neither their existence nor their

¹ When the City initially filed its claims against Glock, Inc. in Illinois state courts it did not sue any of the Retailers at all. Only after the initial case was properly removed to federal court did the City voluntarily dismiss its action and refile it here. But it then added the Retailers to prevent the case from being removed to federal court.

² In the interest of judicial economy and because there is no benefit in having the Court read what will amount to the same arguments from multiple defendants, the Retailers' reply memorandum will be limited to matters germane to them, and they will rely upon and accept the arguments raised by Glock, Inc. in its reply as to all matters that are universal to all Defendants the case.

³ The City's complaint acknowledges machineguns are subject to even more regulations than GCA firearms.

additional regulations are of any impact here.

Because the qualified products at issue were GCA firearms, not NFA firearms, nothing in the City's complaint or memorandum supports a finding that any Retailer failed to follow the federal, state, and local laws and regulations specifically applicable to their sale. Thus, City appears to concede that it has sued the Retailers for selling GCA firearms without making any allegation that they violated any firearm-specific federal, state, or local law. That concession should be dispositive of the present motions in favor of the Retailers.

II. LAWS OF GENERAL APPLICABILITY CANNOT BE RELIED UPON HERE TO SATISFY THE REQUIREMENTS OF THE PREDICATE EXCEPTION

It is well established that laws of general applicability cannot be relied upon by a plaintiff to satisfy the requirements of the predicate exception. *See, Iletto v. Glock, Inc.*, 565 F.3d 1126, 1132-38 (9th Cir. 2009); *City of New York v. Beretta U.S.A. Corp.*, 524 F.3d 384 (2d Cir. 2008). The City does not even attempt to argue that it is basing its predicate exception position on the alleged violation of any law or regulation specific to the sale of firearms. Instead, the City's claims seek to strip the Retailers of immunity under the PLCAA using laws of general applicability.

The laws that the City attempts to rely upon are the ICFA, 815 ILCS 505/2BBBB(b)(1) & (4), and MCC Section 2-25-090. The City appears to admit that these are laws of general applicability, but asserts that the distinction between general applicability and specific applicability are somehow immaterial. The federal courts to have considered this question do not agree. *See, Iletto, supra; City of New York, supra.* While the Retailers acknowledge that the conflicting 4-3 decision of the Connecticut Supreme Court in *Soto v. Bushmaster Firearms Int'l, LLC*, 202 A.3d 262 (Conn. 2019) exists, it was erroneous. For the sake of efficiency, the Retailers

will defer to Glock, Inc. on this point.

For the Retailers' purposes, while a law of generally applicability should not be permitted to be used to satisfy the PLCAA's predicate exception, the fact remains that the City's complaint is still devoid of any factual allegations to actually support the conclusions the City reaches concerning alleged violations of these laws. Nothing in the City's response memorandum changes the deficiency of its complaint on this point identified and addressed in the Retailers' motion and, even if laws of general applicability could be used to evoke the predicate exception of the PLCAA, the facts alleged in the City's complaint, even if true, do not support a finding that the Retailers violated the ICFA and/or MCC Section 2-25-090.

III. THE CITY'S CHARACTERIZATION OF THE RETAILERS, ALBEIT BASELESS AND UNTRUE, IS IMMATERIAL TO THE COURT'S ANALYSIS.

The Retailers are all federally licensed firearms dealers regulated by the Bureau of Alcohol, Firearms, Tobacco, and Explosives ("ATF"), subject to regular inspections by the ATF and revocation of their licenses if they fail to comply with the law. Not only that, under 430 ILCS 68, which was signed into law on January 18, 2019, as Illinois firearms dealers, the Retailers are required to be certified by the Illinois State Police. Thus, the Retailers' federal and state regulators have certified the Retailers and licensed them to engage in retail business in firearms in the State of Illinois. Curiously, the City's response attempts to paint a different picture, calling the Retailers "some of the most irresponsible gun stores in the country ... who have a history of violating gun laws ..." Response Memorandum, pg. 4. But the City never says what gun laws the Retailers violated, when they were violated, and what any purported violation has to do with this case. Instead, the City merely references paragraphs 8, 66, and 67 of its complaint, despite the fact that none of those paragraphs mention anything about any of the Retailers violating any gun law. That

is, the City just made it up and cited nothing in its Complaint to support it.

The City's blatant representation of fact to the Court that the Retailers have "a history of violating gun laws" is simply false and unsupported. Even more, it is directly contrary to the reality that they remain licensed by the ATF and certified by the Illinois State Police. Thus, the City should retract that baseless representation to the Court unless it is able to identify, specifically, what gun laws it claims the Retailers have a history of violating. This is a court of law, after all, the City cannot just say stuff.

The inaccuracy of the City's mischaracterization aside, it is immaterial to the Court's analysis. Other than the predicate exception, which requires a showing of a knowing violation of a state or federal statute specific to the sale of firearms pertaining to the claims at issue for PLCAA immunity to be removed, nothing in the PLCAA makes its immunity protections contingent upon such things as the number of trace requests a dealer receives, where a dealer is located, etc.⁴ Rather, the PLCAA operates to "prohibit causes of action against . . . dealers . . . for the harm solely caused by the criminal or unlawful misuse of firearm[s] . . . by others when the product functioned as designed and intended." 15 U.S.C. § 7901(b)(1). The word "dealer" is not qualified in any way.

The Retailers are dealers, and the City's baseless attempts to defame them does not change that. The PLCAA's immunity is not just for dealers that the City likes, dealers that do what the City wants, dealers that sell only what the City is OK with them selling, or dealers that meet any

⁴ Without getting into the weeds, the fact that a firearm is traced at all, or the number of traced firearms a particular dealer has, is not indicative of the dealer's sales practices, compliance with the law, or else. Geographic location and sales volume, as one might intuitively deduce, are the types of factors that may impact tracing numbers. That the City's complaint and response memorandum make no effort to explain what a trace even is – or, more importantly, what a trace is not – is quite clearly not by accident.

other immaterial condition that the City seeks to impose. The City's disparagement of the Retailers should simply be seen for what it is and given no difference or weight in considering the Retailer's motion.

CONCLUSION

This case is either a qualified civil liability action providing immunity protection for the Retailers under the PLCAA or it is not. It is. The City has either identified a violation of a predicate statute giving rise to its claims against the Retailers sufficient to deprive them of their immunity under the PLCAA or it has not. It has not. The City has either alleged facts that can support a finding that the Retailers proximately caused the harm it presently complains of or it has not. It has not. Putting the PLCAA immunity issue aside, the City has either alleged facts to show that the Retailers violated the ICFA in their sale of Glock pistols or it has not. It has not. And the City's claims against the Retailers should not be permitted by law to proceed.

Dated: March 7, 2025

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