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To the plaintiff: Filed and Attested by the  
 Office of Judicial Records  
 18 APR 2024 03:41 pm  
 S. GILLIAM

You are hereby notified to file a written response to the enclosed new matter within twenty (20) days from service hereof or a judgment may be entered against you.

Walter S. Zimolong  
 Attorney for Defendant

CITY OF PHILADELPHIA	:	PHILADELPHIA COUNTY
	:	COURT OF COMMON PLEAS
Plaintiff	:	
	:	No. 230702394
v.	:	
	:	
TANNER OPERATIONS, ET AL.	:	
	:	
Defendants	:	
	:	

**ANSWER TO AMENDED COMPLAINT**

Defendant, Frank’s Gun Shop & Shooting Range LLC, files answer to the amended complaint of plaintiff and avers as follows:

1. Admitted in part, denied in part. It is admitted there is a problem with illegal guns in the city of Philadelphia (the “City”). It is further admitted that the problem is caused by the City’s District Attorney’s Office, specifically District Attorney Larry Krasner, who refuses to enforce gun laws and who routinely releases criminal back onto the street to commit more crime. Indeed, upon information and belief, District Attorney Krasner has stated that is no connection between illegal gun possession and gun violence. The City’s former, Mayor Michael Nutter, has criticized

District Attorney Krasner's dereliction of duty stating that the District Attorney needs to "send a message to the shooters, murderers, and criminals of this city by committing to actually prosecute them, rather than coddle them, make excuses, reduce or drop charges. He should commit to locking them up for carrying illegal weapons or shooting people." Michael Nutter, Larry Krasner owes an apology to the 521 families of Philly's homicide victims, Philadelphia Inquirer (Dec. 7, 2021), <https://www.inquirer.com/opinion/commentary/larry-krasner-michael-nutter-philadelphia-violence-20211207.html> Frank's is without knowledge or information sufficient to form a belief as to the truth of the remaining matters averred in this paragraph.

2. Admitted in part, denied in part. It is admitted that the tide of gun violence is not inevitable. But it is denied that Frank's is responsible for the "tide of gun violence." Rather, the City's own policies and procedures, advanced by its District Attorney, are the cause of the "tide of gun violence" of which the City now complains. The District Attorney refusal to prosecute gun crimes and the resultant rise in gun violence and other crimes is well documented. Frank's is without knowledge or information sufficient to form a belief as to the truth of the remaining matters averred in this paragraph.

3. Denied. Frank's denies any allegation that it has engaged in illegal gun sales. Frank's has never been charged by any law enforcement agency with violated any laws and maintains a Federal Firearms License to sell firearms. Frank's denies

all other averments of this paragraph as conclusions of law to which no response is required.

4. Denied. Frank's denies any allegation that it has engaged in illegal gun sales. Frank's has never been charged by any law enforcement agency with violated any laws and maintains a Federal Firearms License to sell firearms. Frank's denies is without knowledge or information sufficient to form a belief as to truth of the matters averred regarding the other defendants. Frank's denies all other averments of this paragraph as conclusions of law to which no response is required.

5. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

6. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's completes each of its firearm sales in compliance with state and federal law.

7. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph. Frank's further denies the averments of this paragraph as conclusion of law to which no response is required.

8. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

9. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

10. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

### **PARTIES**

11. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred. Frank's further denies the averments of this paragraph as conclusions of law to which no response is required.

12. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred. Frank's further denies the averments of this paragraph as conclusions of law to which no response is required.

13. Admitted.

14. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred. Frank's further denies the averments of this paragraph as conclusions of law to which no response is required.

### **JURISDICTION AND VENUE**

15. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

16. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

17. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

## (ALLEGED) FACTS

18. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

19. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

20. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

21. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

22. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred. By way of further answer, the number of prosecutions for illegal gun possession has fallen sharply in Philadelphia since 2020. Frank's is without knowledge or information sufficient to form a belief as to truth of the remaining matters averred.

23. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

24. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

25. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

26. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's is further without knowledge or information sufficient to form a belief as to the truth of the matters averred.

27. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's is further without knowledge or information sufficient to form a belief as to the truth of the matters averred.

28. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's is further without knowledge or information sufficient to form a belief as to the truth of the matters averred.

29. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's is further without knowledge or information sufficient to form a belief as to the truth of the matters averred.

30. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

31. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

32. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

33. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

34. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

35. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

36. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

37. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's is also without knowledge or information sufficient to form a belief as to the truth of the matters averred regarding the "training" referred to in this paragraph.

38. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

39. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

40. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

41. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

42. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

43. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

44. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

45. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

46. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

47. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's further denies that the Bureau of Alcohol, Tabaco, and Firearms ("ATF") regularly provides "training" from regarding spotting "red-flags" for so called "straw purchases."

48. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

49. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

50. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

51. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

52. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

53. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

54. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.



55. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

56. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

57. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

58. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

59. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

60. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

61. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

62. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

63. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

64. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

65. Denied. Frank's denies it has engaged in any illegal firearm sales. Frank's denies the averments of this paragraph as conclusions of law to which no

response is required. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matter averred.

66. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover, Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

67. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover, Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

68. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover,

Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

69. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover, Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

70. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover, Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

71. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover,

Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

72. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover, Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

73. Admitted in part, denied in part. Frank's admits it engaged in transaction with Khalil Hayes and Sakinah Braxton. Frank's denies engaged in transactions with Johnnie Ballard. Frank's further denies it engaged in illegal sales to Hayes and Braxton. To the contrary, Frank's reported the multiple purchases to Hayes and Braxton using the appropriate multiple sale forms as required by law. Moreover, Frank's alerted the Philadelphia Police Department's gun violence task force regarding the purchases that Braxton and Hayes made.

74. Admitted in part, denied in part. Frank's admits only that it engaged in transaction with Robert Otis Cooper. Frank's denies that it failed to follow federal and state law in completing the transaction. Furthermore, Frank's reported the transactions to the Philadelphia Police Department Gun Task Force, including Eric Fry. Frank's denies the remaining averments of this paragraph as conclusions of law

to which no response is required. Frank's further is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

75. Admitted in part, denied in part. Frank's admits only that it engaged in transaction with Robert Otis Cooper. Frank's denies that it failed to follow federal and state law in completing the transaction. Furthermore, Frank's reported the transactions to the Philadelphia Police Department Gun Task Force, including Eric Fry. Frank's denies the remaining averments of this paragraph as conclusions of law to which no response is required. Frank's further is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

76. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph. Frank's denies that it engaged in any transactions in violation of federal or state law. Frank's denies the remaining averments of this paragraph as conclusions of law to which no response is required.

77. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph. Frank's denies that it engaged in any transactions in violation of federal or state law. Frank's denies the remaining averments of this paragraph as conclusions of law to which no response is required.

78. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph. Frank's denies that it engaged in any transactions in violation of federal or state law. Frank's denies the

remaining averments of this paragraph as conclusions of law to which no response is required.

79. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph. Frank's denies that it engaged in any transactions in violation of federal or state law. Frank's denies the remaining averments of this paragraph as conclusions of law to which no response is required.

80. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph. Frank's denies that it engaged in any transactions in violation of federal or state law. Frank's denies the remaining averments of this paragraph as conclusions of law to which no response is required.

81. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

82. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

83. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

84. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

85. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

86. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

87. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

88. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

89. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

90. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

91. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

92. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

93. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

94. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

95. Denied. Frank's is without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph.

## CAUSES OF ACTION

### COUNT 1

96. Frank's incorporates the previous paragraphs by reference.

97. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

98. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

99. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

100. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

101. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

102. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

103. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

104. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

105. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.



106. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

107. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

108. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

109. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

110. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

111. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required. Frank's is further without knowledge or information sufficient to form a belief as to the truth of the matters averred in this paragraph regarding the "training on how to prevent straw sales."

112. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

WHEREFORE, defendant, Frank's Gun Shop & Shooting Range LLC, demands judgment in its favor and against the plaintiff, the City of Philadelphia, dismissing all claims against it with prejudice and award it costs incurred in this matter and all necessary and appropriate relief.

## COUNT 2

113. Frank's incorporates the previous paragraphs by reference.

114. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

115. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

116. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

117. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

118. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

119. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

WHEREFORE, defendant, Frank's Gun Shop & Shooting Range LLC, demands judgment in its favor and against the plaintiff, the City of Philadelphia, dismissing all claims against it with prejudice and award it costs incurred in this matter and all necessary and appropriate relief.

### COUNT 3

120. Frank's incorporates the previous paragraphs by reference.

121. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

122. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

123. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

124. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

125. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

126. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

WHEREFORE, defendant, Frank's Gun Shop & Shooting Range LLC, demands judgment in its favor and against the plaintiff, the City of Philadelphia, dismissing all claims against it with prejudice and award it costs incurred in this matter and all necessary and appropriate relief.

#### COUNT 4

127. Frank's incorporates the previous paragraphs by reference.

128. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

129. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

130. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

131. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

132. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

133. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

134. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

135. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

136. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

WHEREFORE, defendant, Frank's Gun Shop & Shooting Range LLC, demands judgment in its favor and against the plaintiff, the City of Philadelphia, dismissing all claims against it with prejudice and award it costs incurred in this matter and all necessary and appropriate relief.

#### **COUNT 5**

137. Frank's incorporates the previous paragraphs by reference.

138. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

139. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

140. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

141. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

142. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

143. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

144. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

145. Denied. Frank's denies the averments of this paragraph as conclusions of law to which no response is required.

WHEREFORE, defendant, Frank's Gun Shop & Shooting Range LLC, demands judgment in its favor and against the plaintiff, the City of Philadelphia, dismissing all claims against it with prejudice and award it costs incurred in this matter and all necessary and appropriate relief.

#### **NEW MATTER**

146. Frank's raises all defenses in Pa.R.Civ.P. 1030 to the claims in the complaint including, without limitation, estoppel, failure of consideration, immunity from suit, impossibility of performance, justification, laches, payment, release, res judicata, statute of frauds, statute of limitations, and waiver.

147. Plaintiff fails to state a claim upon which relief may be granted.

148. Plaintiff's claims are barred by the applicable statute of limitations.

149. Plaintiff's claims are barred by the Pennsylvania Uniform Firearms Act, Pennsylvania Uniform Firearms Act, 18 Pa.C.S.A. § 6101, et. seq. (the "UFA").

150. This Court lacks subject matter jurisdiction.

151. Plaintiff's claims are barred under Protection of Lawful Commerce in Arms Act, 15 U.S.C. §§ 105, et. seq.

152. Plaintiff's claims are barred, in whole or in part, because of their failure to mitigate their damages.

153. Frank's was not negligent, reckless, or careless.

154. Frank's owed no duty to plaintiff.

155. Plaintiff's claims are barred, in whole or in part, by application of Pennsylvania's Comparative Negligence Act.

156. Plaintiff damages, if any, were caused by those over whom Frank's had no control.

157. Plaintiff's claims are barred to the extent that any alleged loss arises from Plaintiff's actions, omissions, or other conduct that is or was in violation of federal, state, and/or local law, statutes, regulations, or policy.

158. Plaintiffs' claims for damages are or may be barred by the superseding, intervening acts and/or negligence of other parties over whom Frank's had no control and for whom Frank's has no responsibility.

159. Nothing done or omitted to be done by Frank's was the proximate cause of any of the damages alleged by Plaintiff.

160. Answering Defendant reserves the right to assert at the time of trial any and all affirmative defenses revealed through discovery.

161. In 2018, District Attorney Larry Krasner (“DA Krasner”) took office in the City.

162. Since 2018, there has been a significant increase in violent crime, including gun crimes.

163. According to a bipartisan report of the Pennsylvania House of Representatives, in 2022, DA Krasner withdrew 65% of prosecution for violent crimes, including gun crimes. Select Committee on Restoring Law and Order, Second Interim Report, October 24, 2022.

164. In 2019 and 2020, DA Krasner’s office withdrew between 18-20% of charges associated with certain firearms offenses. *Id.*

165. “Violent crime in Philadelphia has increased to unprecedented and unacceptable levels during DA Krasner’s administration.” *Id.* at 23.

166. DA Krasner’s policies have led to sharp increase in gun related crimes.

167. DA Krasner’s policies have caused the City to suffer damages that it seeks to recover from Frank’s.

168. DA Krasner’s policies are the cause of the City’s damages, if any.

169. DA Krasner’s policies have inflicted such harm on the City, that a majority and bipartisan number of members of the Pennsylvania General Assembly voted to impeach DA Krasner.

WHEREFORE, defendant, Frank's Gun Shop & Shooting Range LLC, demands judgment in its favor and against the plaintiff, the City of Philadelphia, dismissing all claims against it with prejudice and award it costs incurred in this matter and all necessary and appropriate relief.

**RULE 1031.1 NEW MATTER CROSS-CLAIMS AGAINST DEFENDANTS WRT MANAGEMENT, INC. AND MAD MINUTE ENTERPRISES LLC**

170. For purposes of asserting a claim against defendants, WRT Management Inc. and Mad Minute Enterprises LLC, only, Frank's incorporates by reference, without adopting, the allegations of plaintiff's amended complaint.

171. While denying liability on its part, Frank's claim contribution and indemnity from defendants, WRT Management Inc. and Mad Minute Enterprises LLC, to the fullest extent provided by common law.

172. If the allegations of amended complaint are true (they are not), the allegations being specifically denied by Frank's, then defendants, WRT Management Inc. and Mad Minute Enterprises LLC, by their negligent acts and/or omissions or other liability producing conduct, are solely liable, or jointly and severally liable, or liable to Frank's for indemnity or contribution for any amount which may be judged against it.

WHEREFORE, defendants, WRT Management Inc. and Mad Minute Enterprises LLC, are solely liable to plaintiff, liable over to plaintiff, and/or jointly and severally liable for any losses suffered by plaintiff, if any, and Frank's demands judgment in its favor, however, if liability is imposed on Frank's, it is demanded that it be entered against defendants, WRT Management Inc. and Mad Minute Enterprises



LLC, for contribution and indemnity, together with an award of attorneys fees, interest, and costs incurred.

Respectfully submitted,

Dated: April 18, 2024

/s/Walter S. Zimolong  
WALTER S. ZIMOLONG, ESQUIRE  
JAMES J. FITZPATRICK, ESQUIRE  
Attorneys for Defendant,  
*Frank's Gun Shop & Shooting  
Range, LLC*

Wally

**CERTIFICATE OF SERVICE**

I, Walter S. Zimolong, hereby certify that on the date set forth below, in accordance with Pa.R.Civ.P. 205.4(g)(1)(ii), the foregoing was electronically filed with the Philadelphia County Court of Common Pleas electronic filing system website and is available for review on the Philadelphia County Court of Common Pleas electronic filing system's website, which filing constitutes proper service upon counsel of record.

Dated: April 18, 2024

/s/ Walter S. Zimolong