
IN THE
APPELLATE COURT OF MARYLAND

September Term, 2025

No. 787

THE DISTRICT OF COLUMBIA, *et al.*,

Appellants,

v.

ENGAGE ARMAMENT LLC, *et al.*,

Appellees.

On Appeal from the Circuit Court for Montgomery County
(Ronald B. Rubin, Judge)

BRIEF OF APPELLANTS

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BRIEF OF APPELLANTS

INTRODUCTION

The District of Columbia and the State of Maryland both require background checks and licenses before their residents can purchase firearms. These laws help keep deadly weapons out of dangerous hands. But the system starts to break down when purchasers walk into a store and buy a firearm on behalf of someone else—like a felon, who is prohibited by law from buying or owning a gun—who then misuses or diverts the firearm into the criminal market, contributing to gun violence and harming the public. Those are

illegal “straw purchases,” and retail gun sellers in Maryland are obligated to take steps to prevent them. To help sellers with that important task, government agencies and industry groups have identified red flags for straw purchases and trained gun sellers on how to recognize them. For example, buying multiple firearms at one time, buying the same or similar commonplace firearms over a short period, and paying for multiple firearms with large amounts of cash are all hallmarks of straw purchases.

Demetrius Minor exhibited all of these red flags and more when he bought a total of 30 handguns from Maryland firearms dealers Engage Armament, LLC (“Engage”) and ACEJ Holdings, LLC d/b/a/ United Gun Shop (“United”) (together, “Appellees”), over just a few months. From each dealer, Minor made bulk purchases and repetitively bought duplicates and similar models of commonplace handguns. He spent tens of thousands of dollars at Engage alone, paying in cash for some or all of his purchases. Appellees ignored all these red flags. And starting in November 2021, multiple handguns that Appellees sold to Minor were discovered at crime scenes in the District and in the possession of criminal suspects and defendants in Maryland. A federal criminal investigation later revealed that Minor had transferred most of the firearms to a violent felon, who then distributed them to others, endangering and harming the public.

The Attorneys General of the District and Maryland (together, “Appellants”), on behalf of their residents, sued Engage and United for turning a blind eye to illegal firearm sales and contributing to gun violence and the nuisance of gun-related crime in the Washington metropolitan area. The complaint asserted negligence and public nuisance claims, explaining that Minor exhibited all of the red flags described above during those

purchases, but Appellees repeatedly sold him handguns anyway. Ignoring the complaint's well-pled allegations, however, the circuit court concluded that the complaint failed to state a claim because it did not adequately allege that Engage and United knew or should have known that Minor was a straw purchaser. Alternatively, the court held that the three-year statute of limitations barred Appellants' claims. And the court refused Appellants' reasonable request to file an amended complaint. This deeply flawed decision should be reversed.

STATEMENT OF THE CASE

The District and Maryland filed their complaint against Engage and United on September 3, 2024. On February 14, 2025, the circuit court granted Appellees' motions to dismiss, denied Appellants leave to amend, and dismissed the case with prejudice. On March 14, 2025, Appellants timely appealed.

QUESTIONS PRESENTED

1. Did the circuit court err in dismissing the complaint for failure to state a claim when it failed to consider the well-pled factual allegations in the light most favorable to Maryland and the District, failed to presume the truth of the allegations, and improperly resolved factual issues?
2. Did the circuit court err in dismissing the complaint on statute of limitations grounds when it held that the statute of limitations applied to Maryland's claims and the claims accrued at the time of the tortious act instead of at the time of the injury?
3. Did the circuit court abuse its discretion when it denied Appellants' motion for leave to amend the complaint?

STATEMENT OF FACTS

State Law Regulating the Purchase, Sale, and Possession of Handguns

Maryland and District law regulate the purchase, sale, and possession of handguns to ensure that weapons do not fall into dangerous hands. *See* Md. Code Ann., Pub. Safety, § 5-101(r)(1) (LexisNexis 2022); D.C. Code §§ 7-2502.03, 7-2509.02. Each jurisdiction requires background checks and licensing in order to purchase, possess, and carry a firearm. Pub. Safety § 5-117.1; D.C. Code §§ 7-2502.01(a), 7-2502.03, 7-2509.02, 22-4504(a).

To buy a handgun in Maryland, the purchaser must complete a firearm application and submit it to the seller, who in turn submits the application to the state police. Pub. Safety §§ 5-117, 5-118(a)(1). That application, called a form 77R, includes (among other things) information about the handgun the individual seeks to purchase, along with the purchaser's personal information. *Id.* § 5-118. Based on that information, the state police conduct a criminal background check. *Id.* § 5-121. If the purchaser is disqualified from buying or possessing a firearm, the police have seven days to disapprove the application and notify the seller in writing. *Id.* § 5-122(b)(1), (2); *see* COMAR 29.03.01.13A. Otherwise, the transaction may proceed.

Purchasers are generally limited to buying one handgun every 30 days. Pub. Safety § 5-128(b). But an individual who attests that they “[d]evote[] time and attention to acquiring certain types of regulated firearms for the enhancement of the collector's personal collection,” or “[p]ossess[] a Federal Collector's License (Curio and Relics),” may apply for a “designated collector” status from the state police. COMAR 29.03.01.25. Once

approved, a designated collector purchasing a handgun is not subject to the one-firearm-every-30-days limit as long as the handgun is “for a private collection or collector series.” Pub. Safety § 5-129(a)(2)(i).

State and Federal Law Prohibiting Straw Sales

Some people attempt to thwart the licensing and background check process by engaging in “straw purchasing” or “straw sales”—when a purchaser buys a gun on someone else’s behalf while falsely claiming that they are the actual buyer. That could be because a “felon or other person who cannot buy or own a gun still wants to obtain one,” or “a person who could legally buy a firearm wants to conceal his purchase,” perhaps for criminal reasons. *Abramski v. United States*, 573 U.S. 169, 180 (2014).

Straw purchases are illegal in Maryland. Pub. Safety § 5-136(b). A “straw purchase” is defined as the “sale of a regulated firearm in which a person uses another, known as the straw purchaser, to (1) complete the application to purchase a regulated firearm; (2) take initial possession of the regulated firearm; and (3) subsequently transfer the regulated firearm to the person.” *Id.* § 5-101(v).

Dealers are also specifically prohibited from “sell[ing] . . . a regulated firearm to a purchaser . . . who the dealer . . . knows or has reasonable cause to believe is a participant in a straw purchase.” *Id.* § 5-134(b)(13). The form 77R requires the purchaser to certify under penalty of perjury that they are not “participating in a straw purchase of a regulated firearm,” (E. 235-332), and Maryland law makes it a crime to “knowingly give false information” on a form 77R, Pub. Safety § 5-139(a). Being a designated collector is no exception; designated collectors must purchase firearms for their own “private collection

or collector series” and are “not authorized to act as a firearms dealer.” *Designated Firearms Collector*, Md. Dep’t of State Police, <https://perma.cc/BP8S-TTBJ>. In other words, whether the purchaser is the actual buyer is still critical to the legality of the transaction, regardless of whether the purchaser has passed a background check or is a designated collector.

Straw purchases are illegal under federal law too. *See Abramski*, 573 U.S. at 180; 18 U.S.C. § 922(a)(6); *see also id.* § 932(b); *id.* § 922(b)(2). And like state law, it is not only straw *purchasers* who violate federal law. Because straw purchases can be facilitated by dealers who turn a blind eye to warning signs to profit from the transaction, federal law tightly regulates firearms dealers. Dealers must be licensed by the U.S. Attorney General, 18 U.S.C. §§ 922(a)(1)(A), 923, in addition to being licensed by Maryland, Pub. Safety § 5-106(a). The Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) is the federal agency responsible for regulating federal firearms licensees (“FFLs”), including deterring straw sales. *See* 27 C.F.R. § 478.1(a). ATF requires FFLs to create a transaction record of each firearm sale on a federal form 4473. *Id.* § 478.124. Not only must purchasers certify that they are the actual purchaser and intended recipient of the firearm, but sellers must also certify their belief that the sale is not unlawful. (E. 160-67, 57.)

Straw sales pose a serious risk to public safety. They allow people prohibited by law from purchasing firearms because they are a danger to themselves or others to obtain weapons that are often used in violent crimes, like homicides, robberies, and gang-related activities. Press Release, ATF, *ATF and NSSF Celebrate 25 Years of Partnership with the “Don’t Lie for the Other Guy” Anti-Straw Purchasing Campaign*, (Sept. 15, 2025),

<https://perma.cc/2XW9-2RVF>. Straw sales severely undermine Appellants’ regulations on the sale and possession of handguns and contribute to gun violence and gun-related crimes throughout the region. Indeed, in the District, only 5.2% of the 7,698 crime-related guns recovered and traced by ATF between 2017 and 2021 were possessed by the person who had purchased the gun from a licensed dealer. (E. 52.)

Federal officials and gun dealers themselves recognize the important role that sellers have in curbing the severe threat posed by straw sales. Indeed, ATF describes FFLs as the “first line of defense” against straw purchasers. *Don’t Lie for the Other Guy*, ATF, <https://www.atf.gov/firearms/dont-lie-other-guy>. “Gun retailers can significantly reduce the risk of straw purchasing at their stores, and by doing so contribute to enhanced public safety and the enforcement of gun laws.” *Id.* To assist sellers and prevent straw sales, ATF and industry groups such as the National Shooting Sports Foundation (“NSSF”), train FFLs on red flags for straw purchases. (E. 60.) Those red flags include bulk purchasing (buying more than one firearm at once); repetitive purchasing of the same or similar firearms within a short period (especially commonplace or non-collectible firearms); and purchasing multiple firearms with large amounts of cash. (E. 58-60, 62 (citing NSSF, *Straw Purchases: Tactics to Help Avoid Them and What to Do If You Think You Made One*, <http://perma.cc/PW8Y-QHRX> (hereinafter “Straw Purchases”); and NSSF, *Let’s Take a Look at Your Straw Purchase Avoidance Program* (2023), <http://perma.cc/W2QF-DNKR> (hereinafter “Let’s Take a Look”)).) That list is not exclusive, however. As described by law enforcement officials, additional red flags include, for example, the

purchasing of AK-style pistols that are less practical for lawful purposes like target shooting, home defense, or hunting, and often preferred by criminals. (E. 62, 64, 66.)

Engage and United Sell a Straw Purchaser Dozens of Similar (and in Some Cases Identical) Handguns Over a Period of Five Months

Engage is an FFL with a retail store in Rockville. (E. 50.) Engage sold Minor more than two dozen handguns in a five-month period in 2021. (E. 46.) Minor began this string of purchases in early April with a Taurus 9mm and followed up in the next ten days with two Glock 9mm pistols. (E. 63-64.) Over the next two months, he purchased ten more handguns on four days. On May 11 and June 5, Minor bought an identical pair of handguns at each visit—one Glock 26 9mm and one Glock 43 9mm each time—and added a .40 caliber Glock at the June 5 visit. (E. 63-64.) Four days later, Minor was back at Engage to purchase two more Taurus 9mm handguns in the same G3 model series. (E. 63-64.) At that same visit he also added a Pioneer Arms Hellup, an AK-style pistol. (E. 63-64.) Ten days later, Engage sold Minor yet another Glock 9mm (E. 63-64)—his seventh Glock 9mm since April, his eighth Glock overall, and his twelfth handgun since his buying spree began.

Engage's sales to Minor continued through July and August unabated. In July, Minor bought handguns from Engage on four occasions, with some purchases just a few days apart. He bought a Springfield Armory XD 9mm on July 16; the following week, he bought another Taurus (his third G3 model and fourth 9mm Taurus overall). (E. 63-64.) Just four days later, Minor bought a Ruger 57 and a 10mm Glock. (E. 63-64.) And three days after that, Engage sold him yet another 9mm Glock (his eighth overall). (E. 63-64.) One week later, on August 6, Engage sold Minor four more handguns, including another

Ruger 57 (the exact same model it had sold him just a week prior), another 10mm Glock, a .357 Sig Glock, and a 9mm Springfield Armory Hellcat. (E. 63-64.) By that point, Engage had sold Minor 21 handguns in just four months.

Yet Engage kept selling to him. Less than three weeks later, Minor bought two more Taurus 9mm handguns (bringing his Taurus total to six). (E. 63-64.) And two days after that, on August 28, Minor bought yet another 9mm Glock. (E. 63-64.) He concluded his spree at Engage on September 15 by purchasing another 9mm Glock (his tenth)—the 25th handgun Engage had sold him in just five months. (E. 63-64.) A timeline showing the rapid clip and repetitive nature of Engage’s sales to Minor is included at E. 86-87.

All told, Minor spent many thousands of dollars buying handguns from Engage—and made some or all of those payments in cash.¹ (E. 62.) And on each 77R form, which was provided to Engage at every sale, Minor listed his occupation as “unemployed.” (E. 235-332.)

Meanwhile, Minor was also shopping at United, another FFL with a retail store in Rockville. (E. 50.) United sold Minor three handguns in eight days and five handguns overall (including two pairs of identical models). (E. 65.) On August 13, Minor bought a Springfield Armory XD-S; four days later, he bought a Glock 23; four days after that, on

¹ The complaint, relying on ATF materials from Minor’s criminal proceedings, alleges that Minor spent “in excess of \$31,000” at Engage. (E. 62 (quoting E. 152-53).) Invoices and receipts obtained from Engage after the complaint was filed reveal that ATF’s figure may be a miscalculation, and that the actual figure is closer to \$16,000. However, as Appellants explained at oral argument, the same invoices reveal that Minor paid in cash for most of these firearms, totaling nearly \$10,000 in cash. This is one of several factual allegations Appellants would add to an amended complaint. *See* Part IV.

August 21, he bought a Century Arms Draco, another AK-style pistol. (E. 65.) Then, on October 5, United sold him an identical Century Arms Draco and another Glock 23. (E. 65.) A timeline showing United's sales to Minor is included at E. 88-89.²

Minor Trafficked Nearly All of the Handguns Sold by Engage and United to a Known Violent Felon, Who Transferred Them to Other Dangerous Individuals, Who Caused Harm in the District and Maryland

Minor transferred most of the handguns purchased from Engage and United to his relative, Donald Willis, a District resident with a record of violent felonies who was prohibited from purchasing these handguns himself. (E. 46.) Willis then transferred many of those handguns to other dangerous individuals. (E. 47.) District and Maryland police discovered several of the handguns Engage and United sold Minor when those firearms were used to facilitate crimes or were found in the possession of criminal suspects and defendants.

For example, on November 27, 2021, the Metropolitan Police Department ("MPD") recovered the Springfield Armory XD-S United sold to Minor on August 13, 2021. (E. 66.) It had been used to commit an aggravated assault in the District that involved a pursuit and shooting by MPD. (E. 66.) Then, on November 21, 2022, MPD recovered a 9mm

² As with Engage, invoices obtained from United after the filing of the complaint reveal that Minor paid for multiple of these handguns in cash, totaling over \$2,000. (See E. 602.) The 77R forms obtained from Engage and a third defendant show Minor's occupation as "unemployed[.]" (see E. 169-87, 236-332), so although Appellants have not yet obtained 77R forms from United, Appellants reasonably expect that those forms list Minor as "unemployed" as well. Appellants would add these factual allegations to their amended complaint. *See Part IV.*

Glock sold by Engage on May 11, 2021. (E. 64-65.) That handgun had been used to facilitate drug distribution in the District. (E. 71-72.)

Minor's illegally purchased handguns were also found in Maryland. In May 2022, Maryland police recovered the Taurus G3C Engage sold to Minor on June 9, 2021 in the possession of a stabbing suspect. (E. 72.) And in July 2022, Maryland police found the Springfield Armory Hellcat sold by Engage on August 6, 2021 in the possession of a criminal defendant. (E. 80.) Many more of Engage and United's straw-purchased handguns are still on the street. (E. 47, 64-66.)

Minor, for his part, was charged with four federal crimes related to firearms trafficking and conspiracy. (E. 507-21.) The ATF agent who investigated the case described Minor's actions as "consistent with a firearm trafficker" because, among other reasons, Minor "purchased a large number of firearms in a short period of time," "purchased multiple firearms in a single transaction," and spent many thousands of dollars "for the firearms and accessories at Engage Armament alone and . . . stated to ATF that he was not employed." (E. 152-3.) Minor pled guilty to dealing firearms without a license and was sentenced to 18 months in prison. Judgment, *United States v. Minor*, No. 1:22-cr-401 (D.D.C. July 24, 2023), Doc. 69. At Minor's sentencing, the federal district judge asked, "What sense does it make that a gun shop can sell 25-plus weapons to someone without incurring any consequence?" Tr. 37, *id.*, Doc. 82; (E. 48).

The District and Maryland File this Complaint

On September 3, 2024, Maryland and the District filed a five-count complaint against Engage and United.³ (E. 44.) Both brought causes of action for public nuisance, negligence, and negligent entrustment. (E. 69-82.) Additionally, the District brought a cause of action for negligence per se (E. 76-78), and Maryland brought a cause of action for negligence under the statute or ordinance rule (E. 78-80). For each claim, the complaint alleged that Appellees sold Minor handguns despite a combination of red flags strongly indicating straw purchasing, and that the illegal sales proximately caused the proliferation of illegal guns and increased gun violence in both Maryland and the District, which harmed both jurisdictions and required them to expend substantial resources addressing those problems. (E. 69-82.)

The complaint described the overlapping state and federal regulations governing the purchase or sale of firearms in Maryland. (E. 51-52.) It then explained the red flags that FFLs are trained to identify to prevent straw sales. (E. 60.) And it went through each firearm transaction in detail, with factual allegations as to what handguns were purchased and what red flags were raised that Engage and United ignored. (E. 63-67.) The complaint then explained how Engage and United's tortious conduct proximately caused the unlawful transfer of firearms to prohibited persons and harmed the residents of Maryland and the District. (E. 50-57.)

³ The complaint originally named a third defendant, Atlantic Guns, Inc., that also sold firearms to Minor. (E. 50, 67-69.) Appellants voluntarily dismissed Atlantic Guns from this appeal.

The Circuit Court’s Decision

Engage and United moved to dismiss the complaint on a variety of grounds. (E. 233-34, 505.) The circuit court’s decision, issued on February 14, 2025, addressed only two.

First, it determined that a question common to all the claims was whether “the well-pleaded facts and circumstances of these sales, as alleged in the complaint, show that each defendant knew, or had reasonable cause to believe that Minor was a straw purchaser.” (E. 31.) But instead of addressing the plethora of red flags alleged in the complaint, the court used a different, narrower list of red flags, then faulted the complaint for not alleging that the sales satisfied this cherry-picked list. (E. 34-38.) The court also repeatedly dismissed the complaint’s detailed allegations as lacking factual support, even at this early pleading stage. (E. 34-38.) And the court assumed, contrary to the other well-pled facts, that the handgun sales had a benign explanation—Minor’s designated collector status. (E. 34-38.) The court dismissed all the claims on this basis. (E. 37-38.)

Second, as a “separate and independent ground for dismissal,” the court held that a three-year statute of limitations applied to all the claims and dismissed the complaint in its entirety. (E. 38.) Although the discovery rule dictates that a cause of action does not accrue until the discovery of the injury, the court concluded that the claims accrued “when the FFL transfer[red] physical possession of the firearm to the putative straw purchaser.” (E. 39.) And because Maryland State Police “had notice of these transactions on the date each handgun was physically transferred to Minor” due to the 77R and 4473 forms, the court determined that Maryland—as prosecutorial authority—and the District were “both” on

notice of their claims as of the time of the sales. (E. 39.) Moreover, although the court acknowledged that one sale by Engage and two sales by United occurred within the limitations period under even the court’s theory, it nevertheless dismissed the entire complaint as time-barred. It found the allegations regarding all of the preceding sales irrelevant and concluded that the “specific sales” within the limitations period “do not support the conclusion that the defendants knew, or had reason to know, that Minor was a straw purchaser.” (E. 38.)

Finally, the court denied Appellants’ request for leave to amend the complaint to address the court’s perceived deficiencies in the allegations. (E. 41-43.)

ARGUMENT

I. THE COURT REVIEWS THE GRANT OF A MOTION TO DISMISS DE NOVO AND REVIEWS THE DENIAL OF LEAVE TO AMEND FOR ABUSE OF DISCRETION.

This Court reviews the grant of a motion to dismiss de novo. *Cecil v. American Fed’n of State, County, and Mun. Emps.*, 261 Md. App. 228, 247 (2024). Under this standard, the court must accept all well-pled facts in the complaint and draw all reasonable inferences from the facts in the light most favorable to the plaintiffs. *Litz v. Maryland Dep’t of Envt.*, 434 Md. 623, 639 (2013). Dismissal is only proper when the facts and allegations in the complaint, even if proven, would nonetheless fail to afford the plaintiff relief. *Faya v. Almaraz*, 329 Md. 435, 443 (1993).

Although a trial court’s denial of leave to amend pleadings is reviewed for abuse of discretion, “it is well established that leave to amend complaints should be granted freely

to serve the ends of justice,” and “it is the rare situation in which a court should not grant leave to amend.” *RRC Northeast, LLC v. BAA Maryland, Inc.*, 413 Md. 638, 673 (2010).

II. THE CIRCUIT COURT ERRED IN DISMISSING APPELLANTS’ CLAIMS FOR FAILURE TO STATE A CLAIM.

The trial court correctly explained that, to survive a motion to dismiss any of the negligence or public nuisance counts, Appellants had to allege sufficient facts that, if true, would show that Engage and United either knew or had reasonable cause to believe that Minor was a straw purchaser. (E. 30-31.) Under a correctly applied motion-to-dismiss standard, the complaint cleared that low bar. Maryland and the District alleged detailed, specific facts surrounding Minor’s purchases that raised multiple red flags of straw purchasing, which at minimum gave Engage and United reasonable cause to believe that Minor was a straw purchaser. In reaching the contrary conclusion, the trial court committed two key errors that require reversal. First, the court failed to consider all the well-pled factual allegations in the light most favorable to Maryland and the District, relying instead on a different, cherry-picked list of red flags and consistently making inferences against Appellants and in favor of Appellees. Second, the court failed to presume the truth of the well-pled factual allegations and instead made its own factual determinations.

A. The Complaint Adequately Alleged that Engage and United Knew or Should Have Known that Minor Was a Straw Purchaser Based on the Red Flags Raised by his Purchases.

The red flags alleged by Maryland and the District include bulk purchases; repetitive purchases of the same or similar firearms within a short period (especially commonplace

or non-collectible firearms); payment with large amounts of cash while unemployed; and purchase of AK-style pistols less practical for lawful purposes that are especially appealing to individuals with criminal intentions. These red flags are well-known to law enforcement and reflected in ATF and NSSF trainings created specifically to educate firearm dealers about straw sales, as well as the ATF affidavit in Minor's criminal proceeding. (E. 60, 62-66.)

The complaint is replete with detail on all the ways in which Engage and United's sales raised the above red flags:

Bulk purchases. The complaint alleged that Minor made bulk purchases at both Engage and United—meaning that he bought more than one firearm at a time, also called multiple purchases or multiple sales—and that doing so is a red flag. (E. 58-60.) Engage sold Minor multiple handguns on *six* different occasions—two on May 11, three on June 5, three on June 9, two on July 28, four on August 6, and two on August 26. (E. 63-64.) For its part, United sold Minor two handguns on October 5. (E. 65.)

Repetitive purchases. The complaint also alleged repetitive purchases of the same or similar commonplace or noncollectible firearms within a short time. In particular, Engage sold Minor 25 handguns over a five-month period, and most of the handguns were similar in character—most were chambered in 9mm, and even those that were not 9mm were semiautomatic and, with the exception of the AK-style pistols, could be easily concealable. (E. 63-65.) In particular, of those 25 handguns, 18 were striker-fired 9mm handguns, including three identical Glock 17 Gen 5 pistols, two identical Glock 26 pistols, two identical Glock 43 pistols (and a very similar Glock 43X), two identical Taurus G3

pistols (and a very similar Taurus G3C), and two identical Taurus PT111 G2A pistols. (E. 63-65.) On one occasion, Minor bought two identical handguns from Engage on the same day, the only difference being that one was the compact version. (E. 63.) Likewise, Engage sold Minor two identical Ruger 57 pistols within a two-week period. (E. 63-64.)

Minor also made repetitive purchases of similar firearms from United. In less than two months, between August 13 and October 5, United sold Minor five handguns, including two Glock 23 pistols and two identical Century Arms Draco AK-style pistols. (E. 65.) United sold Minor the first three handguns in the span of eight days and the last two on the same day. (E. 65.) The complaint further alleged that nearly all of these handguns were commonplace, and that despite not being as concealable as the other handguns, the AK-style pistols raised another red flag, described below. (E. 61, 62, 64.)

As the complaint explained, the ATF official involved in Minor's criminal prosecution described Minor's actions as being "consistent with a firearm trafficker" for a variety of reasons, including that he "purchased a large number of firearms in a short period of time" and "purchased multiple firearms in a single transaction." (E. 61.)

Payment of large amounts of cash. The complaint also alleged that Minor purchased some or all of the handguns from Engage with large amounts of cash—yet another red flag of straw purchasing. (E. 62.) This red flag is especially notable because of the amount of money Minor spent—many thousands of dollars—and the fact that he reported his occupation as "unemployed." (E. 235-332.) Indeed, as post-complaint discovery has revealed, and as an amended complaint would reflect, most of Minor's payments to Engage

and United were in cash, including nearly \$10,000 spent at Engage and more than \$2,000 spent at United, all while he told the dealers he was unemployed. *See Part IV.*

AK-style pistols impractical for lawful purposes. The complaint alleged that the multiple AK-style pistols Minor purchased were also a red flag because they are less practical for target shooting, home defense, or hunting—in other words, lawful uses—and are especially appealing to people with criminal intentions. (E. 64, 66.) Engage sold Minor a Pioneer Arms Hellpup, an AK-style pistol, on the same day it sold him two other nearly identical Taurus pistols. (E. 63.) And as discussed above, United sold Minor two identical AK-style pistols less than two months apart. (E. 65.)

Taken together, these factual allegations are more than sufficient to establish that Engage and United knew or had reasonable cause to believe that Minor was a straw purchaser. At this stage of the litigation, this is not a high bar. The Supreme Court of Maryland has established that “negligence is a relative term, to be decided upon the facts of each particular case, and consequently, it is ordinarily a question of fact to be determined by the fact-finder” and not a question of law at the motion-to-dismiss stage. *Faya*, 329 Md. at 459 (citation omitted); *see also, e.g.*, *Minnesota v. Fleet Farm LLC*, 679 F. Supp. 3d 825, 833-34 (D. Minn. 2023) (denying firearm dealer’s motion to dismiss negligence and public nuisance claims in case involving a similar list of red flags in the sale of 24 firearms to a single individual over a five-month period).

B. The Circuit Court Erred By Failing to Consider All of the Well-Pled Factual Allegations in the Complaint in the Light Most Favorable to Maryland and the District.

Instead of assessing whether all of the well-pled facts in the complaint, taken together, were sufficient to state a claim, the circuit court ignored important factual allegations and improperly drew inferences against Maryland and the District.

First, instead of addressing the specific red flags alleged in the complaint, the circuit court inexplicably limited its analysis to a different, narrower list of red flags that it drew from ATF’s website. (E. 33.) It then faulted Appellants because “[c]ritically, none of these ‘red flags’ are alleged in the complaint.” (E. 33.) The ATF website cited by the circuit court said that red flags include that the buyer is reluctant to undergo a background check; unfamiliar with the firearm being purchased; or in communication with a third party via phone during the purchase. (E. 33.) But those are not the only red flags of a straw purchase. The complaint identified several other red flags recognized by ATF, the firearms industry, and law enforcement. (E. 58-59, 60, 62.) And Appellants reiterated in their opposition to dismissal and at the hearing that their red flags were primarily from “ATF training materials” and NSSF’s “training materials for the gun industry itself.” (E. 598; E. 60 (citing *Straw Purchases* (“Bulk or repetitive purchase of the same or similar firearms, especially non-collectible models” and “Buying multiple firearms with large amounts of cash”) and *Let’s Take a Look* (encouraging FFLs to “[d]ig deeper” and “[a]sk more questions” when faced with “multiple purchase[s] of same firearm” or “same firearm type”)).

The circuit court’s failure to grapple with the full spectrum of red flags alleged in the complaint infected its analysis, leading it to erroneous conclusions such as “[o]ther than

to look retrospectively at what Minor did with the firearms he purchased from Engage[,] . . . the complaint alleges no facts to show that, at the time of each sale, Engage reasonably should have known that Minor was a straw purchaser.” (E. 37.) That is incorrect. As explained, the complaint alleged in great detail how the number, pace, pattern, and type of Minor’s purchases raised multiple red flags. *See Part II.A.*

Second, with respect to United in particular, the court erroneously stated that the complaint contained “[n]o factual support” for the allegation that the ““volume, pattern, and type of Mr. Minor’s purchases in such a short period of time was an obvious sign that Mr. Minor was purchasing handguns to transfer to others and not for himself.”” (E. 34 (quoting Compl. ¶ 68).) But that completely ignores the prior two paragraphs in the complaint, which summarize the precise timeline and details of the handguns sold and that United “sold Mr. Minor three pistols in the span of nine days and then later sold Mr. Minor two pistols on the same day.” (E. 65.) It ignores the sentence—immediately following the sentence quoted by the court—alleging that Minor was making “repeated duplicated purchases, including the purchase of two identical AK-style pistols.” (E. 66.) It also ignores the allegation that the AK-style pistols are “impractical for target shooting, home defense, and hunting,” and are “especially appealing to people with criminal intentions.” (E. 66.) And the circuit court’s conclusion ignores the complaint’s allegation that links everything together: bulk purchases, repetitive purchases of the same or similar firearms within a short time period (especially commonplace or non-collectible firearms), and AK-style pistols less practical for lawful purposes and preferred by criminals are all red flags that, *taken together*, are strongly indicative of straw purchasing. (E. 60, 68.)

Third, the circuit court improperly ignored the complaint’s allegations about the firearms recovered by MPD and Maryland police, and relied instead on portions of the ATF affidavit from Minor’s criminal proceeding that were not even referenced in the complaint. (E. 35-36.) The circuit court claimed that the fact that the firearms recovered by the police were not 9mm undermined the complaint’s allegations that Minor’s repetitive purchase of similar 9mm handguns was a red flag. (E. 35-36.) But once again, the circuit court got to that conclusion by ignoring the well-pled factual allegations in the complaint: MPD recovered a Glock 26 sold by Engage that had been used to facilitate drug distribution in the District; Maryland police recovered a Taurus G3C sold by Engage in the possession of a stabbing suspect; and Maryland police also recovered a Springfield Armory Hellcat sold by Engage in the possession of a criminal defendant. (E. 71-72, 79-80.) All of those are 9mm handguns. (E. 63-64.) And aside from getting the specifics wrong, the circuit court also missed the bigger picture. Engage sold Minor *18* 9mm handguns. (E. 63-64.) That repetitive purchasing of similar, commonplace handguns is a red flag, regardless of the happenstance of which handguns law enforcement encountered at crime scenes first.

Fourth, in addition to ignoring the well-pled allegations in the complaint, the court also drew inferences against Maryland and the District and in favor of Appellees in discussing Minor’s status as a designated collector. Although the court insisted it was “not saying that just because someone is a Designated Collector, they cannot be a straw purchaser, or that an FFL is ‘immunized’ from the rules against straw sales simply because the purchaser is a Designated Collector,” (E. 41), its analysis did just that. The court discounted the red flag that Minor repeatedly purchased substantially similar,

commonplace, non-collectible handguns over a short period of time, reasoning that the designated collector statute “does not require collected firearms to be dissimilar or to be acquired over a particular period of time.” (E. 34.) Whether Minor is a designated collector or not, bulk purchasing of substantially similar, commonplace handguns over a short period of time with large cash payments amounts to multiple red flags indicating straw purchasing, especially when all inferences are drawn in Appellants’ favor. A purchaser’s designated collector status does not absolve Engage and United of their obligations to prevent straw purchasing and remain vigilant about the red flags alleged in the complaint.

Relatedly, the circuit court also ignored the complaint’s factual allegation that the handguns Minor purchased were *commonplace*, not collectible. (E. 47, 61, 62, 64, 67.) That allegation must be credited at this stage of the litigation; questions about *how* commonplace or *how* collectible the handguns are would be an issue for summary judgment or trial, if ever. *See Young v. Medlantic Lab'y P'ship*, 125 Md. App. 299, 303 (1999); *Neitzke v. Williams*, 490 U.S. 319, 327 (1989) (holding that dismissal is not appropriate because of “a judge’s disbelief of a complaint’s factual allegations”).

C. The Circuit Court Erred by Resolving Factual Disputes on the Motions to Dismiss Instead of Taking the Complaint’s Well-Pled Allegations as True.

The circuit court also erred by failing to assume the truth of the complaint’s well-pled facts and instead weighed the evidence and inappropriately made factual findings in the context of a motion to dismiss. *See Young*, 125 Md. App. at 303.

First, the circuit court quibbled with the allegation that the firearms Minor purchased were “similar, commonplace, concealed-carry striker-fired 9mm pistols.” (E.

35 (quoting Compl. ¶ 74).)⁴ As explained above, the complaint set out in great detail the ways in which the handguns Engage and United sold Minor were similar, commonplace, non-collectible firearms whose repetitive purchases amounted to red flags. *See* Part II.A. The court was obligated to accept the truth of those allegations at this stage. But instead, it chose to nitpick the allegations about similarity, seizing on small differences with no explanation for why those features mattered. (*See* E. 35 (complaining that the handguns “varie[d] in, among other things . . . model” number, “country of origin,” and “weight”)). That was improper. *See Walker v. D’Alesandro*, 212 Md. 163, 167 (1957) (explaining that as part of the dismissal analysis, a court “cannot either contradict facts so alleged or add others”).

The court then leapt to another related but unwarranted conclusion, claiming that “[w]ith few exceptions, the handguns Minor purchased are simply not ‘the same.’” (E. 35.) That is erroneous twice over. It is irrelevant because, to amount to a red flag, the handguns need not be “the same.” The circuit court cannot reject the well-pled allegations and draw its own conclusions—effectively creating its own heightened standard for a red flag. But aside from being irrelevant, the conclusion is incorrect because the complaint alleged that many of the handguns Engage and United sold Minor *were actually the same*. Of the 25 handguns Engage sold to Minor, 13 were identical models of other handguns

⁴ This paragraph of the opinion ostensibly discusses sales by Atlantic Guns, a defendant dismissed from this appeal. But the circuit court’s error infected the rest of its analysis because the complaint also alleged that Engage and United sold Minor similar, commonplace handguns, and that those sales were a red flag. (*See* E. 61, 62, 64, 66.)

sold, with two others being nearly identical. (E. 63-64.) Specifically, Engage sold Minor three identical Glock 17 Gen 5 pistols, two identical Glock 26 pistols, two identical Glock 43 pistols (and a very similar Glock 43X), two identical Taurus G3 pistols (and a very similar Taurus G3C), two identical Taurus PT111 G2A pistols, and two identical Ruger 57 pistols. (E. 63-64). And United sold him two identical Century Arms Draco AK-style pistols, along with two Glock 23s, within less than a two-month period. (E. 65.)

Second, the circuit court deemed “conclusory” and “factually unsupported” the complaint’s allegation that AK-style pistols are “impractical” for lawful purposes and appeal to those with criminal intentions. (E. 34.) That is not what “conclusory” means. “Conclusory” in the context of a motion to dismiss refers to a bare pleading of a legal element. However, an allegation that the pistols are impractical for lawful purposes is not a legal conclusion, but a factual allegation that need not be “factually supported” at the complaint stage. The circuit court was required to accept that well-pled factual allegation. *See Magnetti v. University of Md.*, 171 Md. App. 279, 284 (2006) (detailing that a motion to dismiss is decided based upon “allegations” not “evidence”).

Finally, the circuit court improperly relied on news articles about gun ownership statistics that were not part of the complaint, apparently to justify Minor’s purchases of multiple handguns in a short time frame. (E. 35.) This too is inappropriate at the dismissal phase. *Elliott v. Kupferman*, 58 Md. App. 510, 517 n.1 (1984) (“It is not the function of demurrer to controvert the factual allegations in a complaint or to present new ones.”). Even assuming those statistics would have any relevance at any stage of this litigation, it

is not the court's job on a motion to dismiss to marshal evidence defeating a complaint's well-pled allegations.

III. THE CIRCUIT COURT'S STATUTE OF LIMITATIONS ANALYSIS WAS WRONG.

A. The Statute of Limitations Does Not Apply to Claims Brought by Maryland.⁵

“Under the principle of sovereign immunity, state statutes of limitations do not apply to the state, unless a state statute provides otherwise.” *Central Collection Unit v. Buckingham*, 214 Md. App. 672, 677 (2013) (citing *Central Collection Unit v. Atlantic Container Line*, 277 Md. 626, 629 (1976)). Accordingly, under this well-established principle, where Maryland seeks to assert rights on behalf of itself or its residents, a statute of limitations is unavailable as a defense. *State Ctr., LLC v. Lexington Charles Ltd. P'ship*, 438 Md. 451, 588 (2014) (citations omitted); *Washington Suburban Sanitary Comm'n v. Pride Homes, Inc.*, 291 Md. 537, 539-45 (1981). For this reason, the circuit court erred in concluding that Maryland's claims were barred by the statute of limitations set forth in Courts § 5-101.⁶

⁵ Admittedly, Maryland did not raise this argument below, and thus the circuit court did not address it in its decision. Nonetheless, because principles of sovereign immunity may be raised at any time, including on appeal, this argument is properly before this Court. *See Department of Nat. Res. v. Welsh*, 308 Md. 54, 60 (1986) (“the State's agencies may not waive sovereign immunity, either affirmatively or by failure to plead it”); *Board of Trs. of Howard Cnty. Coll. v. John K. Ruff, Inc.*, 278 Md. 580, 583 (1976) (“It is of no moment that the matter of sovereign immunity was not raised below by the pleadings or otherwise.”).

⁶ In the alternative, Maryland adopts the arguments made by the District. *See* Part III.B, C.

B. Under a Proper Application of the Discovery Rule, the Claims Did Not Accrue until Maryland and the District Knew or Should Have Known that the Firearms Were in the Hands of Prohibited Persons.

Although no statute of limitations applies to Maryland, a three-year limitations period applies to the District’s claims.⁷ *Litz*, 434 Md. at 640, 643-44. Importantly, “[a] motion to dismiss ordinarily should not be granted by a trial court based on the assertion that the cause of action is barred by the statute of limitations unless it is clear from the facts and allegations on the face of the complaint that the statute of limitations has run.” *Id.* at 641. Making that showing is Appellees’ burden. *Patriot Constr., LLC v. VK Elec. Servs., LLC*, 257 Md. App. 245, 264-65 (2023).

Here, the court’s dismissal of all claims based on the statute of limitations was wrong for at least three reasons. *First*, under the discovery rule, Appellants could not have discovered the straw sales at issue at least until they found the firearms Engage and United sold to Minor in someone else’s hands. *See Litz*, 434 Md. at 614 (“Maryland courts apply the discovery rule, which tolls the accrual of an action until the plaintiff knows or should have known of the injury giving rise to his or her claim”). But neither Maryland nor the District knew or could have known that the firearms Engage and United sold to Minor were transferred to prohibited persons until the handguns were recovered by police at crime scenes or in the possession of criminal suspects and defendants—which in turn allowed Appellants to trace them back to the straw sales at issue.

⁷ Appellants argued below that no statute of limitations applied to the District, or, alternatively, that the typical three-year limitations period applied, and now pursues only the latter theory.

All of the recovery dates alleged in the complaint were well within three years of the filing of the complaint (i.e., within the period September 4, 2021 to September 3, 2024). Firearms were recovered in the District in November 2021 and November 2022, and in Maryland in May and July 2022. (See E. 71-72, 75, 78-82.) It was only following the discovery of these firearms that the District and Maryland could have traced them back to Minor and discovered his string of unlawful straw purchases from Engage and United.

The circuit court's reliance on the Maryland State Police's purported knowledge of each sale was misguided. (E. 39.) The circuit court provided no basis to impute the information available to the Maryland State Police to the State (let alone the District) as a prosecuting authority. *Cf. Jana, Inc. v. United States*, 34 Fed. Cl. 447, 451 n.6 (Ct. Fed. Cl. 1995) (“[T]he discovery that triggers [the False Claim Act's three-year period] is not knowledge of the fraud by *any* government official, but knowledge of the fraud by an official having the authority to initiate litigation under the Act[.]”). At the least, whether Maryland and the District had the requisite knowledge of each sale for purposes of these claims is a factual question that should not have been decided at the motion-to-dismiss stage.

In any event, this theory does not permit dismissal of the *District*'s claims. As the circuit court itself acknowledged, at most it was the *Maryland* police who had access to the paperwork Minor completed, not any District entity. (E. 39-40.) There is therefore no basis to conclude as a matter of law that the District could have known about Engage and United's straw sales to Minor at the time those sales were made, or indeed at any time

before those firearms showed up in the District. That error alone is sufficient basis to reverse as to the District.

Second, even putting aside the discovery rule, the claims in this case did not accrue until the date of the *injury*, not the date of the *sale*. The circuit court believed that the “wrong complained of in this case” was the straw purchase itself, and that the “statutory harm” accrued at the time of the straw sales to Minor. (E. 39-40.) That is incorrect under Maryland law. The tortious act (Engage and United’s sales to Minor) need not occur simultaneously with the injury, and only the injury starts the clock for statute of limitations purposes. *See Supik v. Bodie, Nagle, Dolina, Smith & Hobbs, P.A.*, 152 Md. App. 698, 719-20 (2003) (“[t]he real cause of action in a negligence action is not the negligent act but the injury resulting therefrom”).

Here, none of the torts were completed and the claims did not accrue when Engage and United sold handguns to Minor, even though Minor was an obvious straw purchaser. Even though those sales were illegal at the time they occurred, they did not *yet* constitute a tort against Maryland or the District. The claims instead accrued when the firearms had fallen into the hands of prohibited persons who used them in crimes. *Caruso Builder Belle Oak, LLC v. Sullivan*, 489 Md. 346, 363-64 (2025) (cause of action does not accrue until “some legal harm has occurred”). The circuit court conflated the tortious act (or breach of duty)—the straw sales—with the injury that gives rise to the claim—the dissemination of firearms to prohibited persons who then used those firearms to commit crimes.

Third, even disregarding the discovery rule and calculating the accrual date as something other than the date of injury, the claims could not have accrued at least until

Minor *transferred* the firearms to a prohibited person. After all, if Minor had never transferred the firearms to a third party and kept them for himself, these would not have been straw sales. Even if the proper accrual date was the date of transfer, however, the circuit court's dismissal at this early stage was still erroneous. Nothing on the face of the complaint would allow a court to know *when* those transfers occurred, let alone that they occurred outside the three-year statute of limitations. *See Litz*, 434 Md. at 641-42.

C. Even if the Circuit Court Were Correct that the Claims Accrued at the Time of the Straw Sales to Minor, the Complaint Should Not Have Been Dismissed.

Even if the circuit court were correct that the claims accrued at the time of the straw sales to Minor, and that no discovery rule applies, its decision to dismiss the complaint in its entirety was still erroneous because the court itself acknowledged that not all of the straw sales occurred outside the limitations period. The complaint alleges one sale by Engage and two sales by United within the three-year period preceding the September 3, 2024 filing of the complaint. (*See* E. 63-64 (9/15/21 Engage sale), 65 (10/5/21 United sales).) Nevertheless, the circuit court concluded that the facts alleged regarding those sales “do not support the conclusion that the defendants knew, or had reason to know, that Minor was a straw purchaser.” (E. 38.) In so holding, the court “disregarded” the “time barred transactions” that occurred before these sales, including all the red flags related to those transactions. (E. 41.) But those were precisely the properly pled factual allegations that supported the conclusion that Engage and United should have known that Minor was a straw purchaser at the transactions after September 3, 2021, and “disregard[ing]” them was legal error.

Maryland law is clear, and common sense dictates, that the court cannot ignore factual allegations merely because they fall outside the statute of limitations. “On the limitations question, it is essential to bear in mind that the statute *does not render inadmissible* evidence . . . occurring more than three years before the commencement of the action.” *Martin v. Arundel Corp.*, 216 Md. 184, 192 (1958); *Litz*, 434 Md. at 649 (relying on allegations outside the limitations period). That is even more true at the motion to dismiss stage, where the court is required to accept all well-pled facts in the complaint and view all factual allegations in the light most favorable to the plaintiffs. *See id.* at 639. There was simply no basis for the circuit court to throw out these allegations, which, at trial, would constitute crucial evidence in support of Appellants’ claims. Indeed, the case against Engage and United is at its *strongest* with respect to the last-in-time sales, because the sellers would have had weeks or months of suspicious purchases placing them on notice that Minor was a straw purchaser.

IV. THE CIRCUIT COURT ABUSED ITS DISCRETION IN DENYING APPELLANTS LEAVE TO AMEND THE COMPLAINT.

At the very least, Appellants should have been granted leave to amend. Maryland Rule 2-341(c) directs that amendment should be “freely allowed when justice so permits.” Although a court’s denial of leave to amend is reviewed for abuse of discretion, “it is the rare situation in which a court should not grant leave to amend.” *RRC Northeast*, 413 Md. at 673. This is not one of those rare cases. Each of the circuit court’s reasons for denying leave to amend rests on legal errors, and an exercise of discretion based on an error of law is an abuse of discretion. *Arrington v. State*, 411 Md. 524, 552 (2009).

The court’s primary reason for denying leave to amend seems to be futility—“[i]f the plaintiffs had facts showing that the defendants knew that Minor was purchasing the firearms for someone else, those facts would be in the complaint. They are not. . . . [A]ny amendment would be futile.” (E. 42-43 (citation omitted).) That misstates the pleading standard and misunderstands the causes of action. Appellants need not produce a smoking gun—that “defendants *knew* that Minor was purchasing the firearms for someone else.” (E. 42 (emphasis added).) As the circuit court itself acknowledged, the negligence and public nuisance claims turn on Engage and United’s failure to respond to multiple red flags that show they knew, *or had reasonable cause to believe*, that Minor was a straw purchaser. *See* Part II.A. And the notion that leave to amend can be denied because if facts sufficient to state a claim existed, Appellants would have already pled them, is circular. That would preclude amendment in every case.

In a similar vein, the circuit court opined that Appellants “hope to use the discovery process in order to construct a case and, through that discovery, find facts sufficient to state a viable claim for relief.” (E. 43.) That assertion lacks merit. The complaint has already stated a viable claim for relief. And Appellants are entitled to amend their complaint to strengthen their claims. Indeed, limited discovery has already revealed additional facts that further support that Engage and United knew or had reasonable cause to believe that Minor was a straw purchaser. As Appellants previewed at oral argument before the trial court, Minor made most of his purchases at Engage and United in cash, spending thousands of dollars at a time. (E. 602.) And the 77R forms Minor provided to Engage and Atlantic Guns, (and, Appellants reasonably anticipate, United) admit that he made all those

purchases while unemployed. (See E. 614); *see* note 2. Appellants also seek to add additional factual allegations about the AK-style pistols Engage and United sold Minor to further explain why those firearms are impractical for lawful purposes and are preferred by those with criminal intentions. Those additional facts further buttress the complaint's already well-pled red flags.

The court also based its decision on the belief that Appellants, particularly "Maryland, has for years had more information than any of the defendants about Minor's purchases" and "[a]ll of the sales by all of the defendants were known to the Maryland State Police at their inception." (E. 42.) As explained above, *see* Part III.B, whether the police had the transaction records "at their inception" is irrelevant because Appellants' claims did not accrue when the firearms were sold, they accrued when the firearms ended up in the hands of prohibited persons and were used to commit crimes in the District and Maryland. But even if it were relevant, it is not clear that Maryland's prosecuting authority or any entity within the District government had precisely the same information as the Maryland State Police. *See id.* This is hardly a sufficient basis to prohibit an amended complaint.

Finally, the circuit court never identified any prejudice to Appellees from allowing Appellants to amend the complaint, and there would be none, given that very little discovery had occurred and "no trial date was set when the court dismissed the case." *Norino Props., LLC v. Balsamo*, 253 Md. App. 226, 261-62 (2021).

CONCLUSION

The decision of the Circuit Court for Montgomery County should be reversed.

REQUEST FOR ORAL ARGUMENT

Appellants request oral argument.

Respectfully submitted,

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CERTIFICATION OF WORD COUNT AND COMPLIANCE WITH RULE 8-112

1. This brief contains 9087 words, excluding the parts of the brief exempted from the word count by Rule 8-503.
2. This brief complies with the font, spacing, and type size requirements stated in Rule 8-112.

/s/James D. Handley
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TEXT OF PERTINENT PROVISIONS
(Rule 8-504(a)(10))

United States Code Ann.

18 U.S.C.A § 922. Unlawful Acts.

(a) It shall be unlawful –

(6) for any person in connection with the acquisition or attempted acquisition of any firearm or ammunition from a licensed importer, licensed manufacturer, licensed dealer, or licensed collector, knowingly to make any false or fictitious oral or written statement or to furnish or exhibit any false, fictitious, or misrepresented identification, intended or likely to deceive such importer, manufacturer, dealer, or collector with respect to any fact material to the lawfulness of the sale of other disposition of such firearm or ammunition under the provisions of this chapter;

(b) It shall be unlawful for any licensed importer, licensed manufacturer, licensed dealer, or licensed collector to sell or deliver –

(2) any firearm to any person in any State where the purchase or possession by such person of such firearm would be in violation of any State law or any published ordinance applicable at the place of sale, delivery or other disposition, unless the licensee knows or has reasonable cause to believe that the purchase or possession would not be in violation of such State law or such published ordinance;

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§ 5-101. Definitions.

(a) In this subtitle the following words have the meanings indicated.

(b) “Antique firearm” has the meaning stated in § 4-201 of the Criminal Law Article.

(b-1)

(1) “Convicted of a disqualifying crime” includes:

(i) a case in which a person received probation before judgment for a crime of violence; and

(ii) a case in which a person received probation before judgment in a domestically related crime as defined in § 6-233 of the Criminal Procedure Article.

(2) “Convicted of a disqualifying crime” does not include a case in which a person received a probation before judgment:

(i) for assault in the second degree, unless the crime was a domestically related crime as defined in § 6-233 of the Criminal Procedure Article; or

(ii) that was expunged under Title 10, Subtitle 1 of the Criminal Procedure Article.

(c) “Crime of violence” means:

- (1) abduction;
- (2) arson in the first degree;
- (3) assault in the first or second degree;
- (4) burglary in the first, second, or third degree;
- (5) carjacking and armed carjacking;
- (6) escape in the first degree;
- (7) kidnapping;
- (8) voluntary manslaughter;
- (9) maiming as previously proscribed under former Article 27, § 386 of the Code;
- (10) mayhem as previously proscribed under former Article 27, § 384 of the Code;
- (11) murder in the first or second degree;
- (12) rape in the first or second degree;
- (13) robbery;
- (14) robbery with a dangerous weapon;
- (15) sexual offense in the first, second, or third degree;
- (16) home invasion under § 6-202(b) of the Criminal Law Article;
- (17) a felony offense under Title 3, Subtitle 11 of the Criminal Law Article;
- (18) an attempt to commit any of the crimes listed in items (1) through (17) of this subsection; or
- (19) assault with intent to commit any of the crimes listed in items (1) through (17) of this subsection or a crime punishable by imprisonment for more than 1 year.

(d) “Dealer” means a person who is engaged in the business of:

- (1) selling, renting, or transferring firearms at wholesale or retail; or
- (2) repairing firearms.

(e) “Dealer’s license” means a State regulated firearms dealer’s license.

(f) “Designated law enforcement agency” means a law enforcement agency that the Secretary designates to process applications to purchase regulated firearms for secondary sales.

(g) “Disqualifying crime” means:

- (1) a crime of violence;
- (2) a violation classified as a felony in the State; or
- (3) a violation classified as a misdemeanor in the State that carries a statutory penalty of more than 2 years.

(h)

- (1) “Firearm” means:
 - (i) a weapon that expels, is designed to expel, or may readily be converted to expel a projectile by the action of an explosive;
 - (ii) the frame or receiver of such a weapon; or
 - (iii) an unfinished frame or receiver, as defined in § 5-701 of this title.
- (2) “Firearm” includes a starter gun.

(i) “Firearm applicant” means a person who makes a firearm application.

(j) “Firearm application” means an application to purchase, rent, or transfer a regulated firearm.

(k) “Fugitive from justice” means a person who has fled to avoid prosecution or giving testimony in a criminal proceeding.

(l) “Habitual drunkard” means a person who has been found guilty of any three crimes under § 21-902(a), (b), or (c) of the Transportation Article, one of which occurred in the past year.

(m) “Habitual user” means a person who has been found guilty of two controlled dangerous substance crimes, one of which occurred in the past 5 years.

(n)

(1) “Handgun” means a firearm with a barrel less than 16 inches in length.

(2) “Handgun” includes signal, starter, and blank pistols.

(o) “Handgun qualification license” means a license issued by the Secretary that authorizes a person to purchase, rent, or receive a handgun.

(p) “Licensee” means a person who holds a dealer’s license.

(q) “Qualified handgun instructor” means a certified firearms instructor who:

(1) is recognized by the Maryland Police and Correctional Training Commissions;

(2) has a qualified handgun instructor license issued by the Secretary; or

(3) has a certification issued by a nationally recognized firearms organization.

(r) “Regulated firearm” means:

(1) a handgun; or

(2) a firearm that is any of the following specific assault weapons or their copies, regardless of which company produced and manufactured that assault weapon:

(i) American Arms Spectre da Semiautomatic carbine;

(ii) AK-47 in all forms;

(iii) Algimec AGM-1 type semi-auto;

(iv) AR 100 type semi-auto;

(v) AR 180 type semi-auto;

(vi) Argentine L.S.R. semi-auto;

(vii) Australian Automatic Arms SAR type semi-auto;

(viii) Auto-Ordnance Thompson M1 and 1927 semi-automatics;

(ix) Barrett light .50 cal. semi-auto;

(x) Beretta AR70 type semi-auto;

(xi) Bushmaster semi-auto rifle;

(xii) Calico models M-100 and M-900;

(xiii) CIS SR 88 type semi-auto;

(xiv) Claridge HI TEC C-9 carbines;

(xv) Colt AR-15, CAR-15, and all imitations except Colt AR-15 Sporter H-BAR rifle;

(xvi) Daewoo MAX 1 and MAX 2, aka AR 100, 110C, K-1, and K-2;

(xvii) Dragunov Chinese made semi-auto;

(xviii) Famas semi-auto (.223 caliber);

(xix) Feather AT-9 semi-auto;

(xx) FN LAR and FN FAL assault rifle;

(xxi) FNC semi-auto type carbine;

- (xxii) F.I.E./Franchi LAW 12 and SPAS 12 assault shotgun;
- (xxiii) Steyr-AUG-SA semi-auto;
- (xxiv) Galil models AR and ARM semi-auto;
- (xxv) Heckler and Koch HK-91 A3, HK-93 A2, HK-94 A2 and A3;
- (xxvi) Holmes model 88 shotgun;
- (xxvii) Avtomat Kalashnikov semiautomatic rifle in any format;
- (xxviii) Manchester Arms "Commando" MK-45, MK-9;
- (xxix) Mandell TAC-1 semi-auto carbine;
- (xxx) Mossberg model 500 Bullpup assault shotgun;
- (xxxi) Sterling Mark 6;
- (xxxii) P.A.W.S. carbine;
- (xxxiii) Ruger mini-14 folding stock model (.223 caliber);
- (xxxiv) SIG 550/551 assault rifle (.223 caliber);
- (xxxv) SKS with detachable magazine;
- (xxxvi) AP-74 Commando type semi-auto;
- (xxxvii) Springfield Armory BM-59, SAR-48, G3, SAR-3, M-21 sniper rifle, M1A, excluding the M1 Garand;
- (xxxviii) Street sweeper assault type shotgun;
- (xxxix) Striker 12 assault shotgun in all formats;
- (xl) Unique F11 semi-auto type;
- (xli) Daewoo USAS 12 semi-auto shotgun;
- (xlii) UZI 9mm carbine or rifle;
- (xliii) Valmet M-76 and M-78 semi-auto;
- (xliv) Weaver Arms "Nighthawk" semi-auto carbine; or
- (xlv) Wilkinson Arms 9mm semi-auto "Terry".

(s) "Rent" means the temporary transfer for consideration of a regulated firearm that is taken from the property of the owner of the regulated firearm.

(t) "Secondary sale" means a sale of a regulated firearm in which neither party to the sale:

- (1) is a licensee;
- (2) is licensed by the federal government as a firearms dealer;
- (3) devotes time, attention, and labor to dealing in firearms as a regular course of trade or business with the principal objective of earning a profit through the repeated purchase and resale of firearms; or
- (4) repairs firearms as a regular course of trade or business.

(u) "Secretary" means the Secretary of State Police or the Secretary's designee.

(v) "Straw purchase" means a sale of a regulated firearm in which a person uses another, known as the straw purchaser, to:

- (1) complete the application to purchase a regulated firearm;
- (2) take initial possession of the regulated firearm; and
- (3) subsequently transfer the regulated firearm to the person.

§ 5-106. Dealer's license.

- (a)** A person must lawfully possess a dealer's license issued by the Secretary before the person engages in the business of selling, renting, or transferring regulated firearms.
- (b)** One dealer's license is required for each place of business where regulated firearms are sold.

§ 5-117.1. Handgun qualification license required for purchase of handguns.
[Effective until October 1, 2025]

- (a)** This section does not apply to:
 - (1)** a licensed firearms manufacturer;
 - (2)** a law enforcement officer or person who is retired in good standing from service with a law enforcement agency of the United States, the State, or a local law enforcement agency of the State;
 - (3)** a member or retired member of the armed forces of the United States or the National Guard; or
 - (4)** a person purchasing, renting, or receiving an antique, curio, or relic firearm, as defined in federal law or in determinations published by the Bureau of Alcohol, Tobacco, Firearms and Explosives.
- (b)** A dealer or any other person may not sell, rent, or transfer a handgun to a purchaser, lessee, or transferee unless the purchaser, lessee, or transferee presents to the dealer or other person a valid handgun qualification license issued to the purchaser, lessee, or transferee by the Secretary under this section.
- (c)** A person may purchase, rent, or receive a handgun only if the person:
 - (1)**
 - (i)** possesses a valid handgun qualification license issued to the person by the Secretary in accordance with this section;
 - (ii)** possesses valid credentials from a law enforcement agency or retirement credentials from a law enforcement agency;
 - (iii)** is an active or retired member of the armed forces of the United States or the National Guard and possesses a valid military identification card; or
 - (iv)** is purchasing, renting, or receiving an antique, curio, or relic firearm, as defined in federal law or in determinations published by the Bureau of Alcohol, Tobacco, Firearms and Explosives; and
 - (2)** is not otherwise prohibited from purchasing or possessing a handgun under State or federal law.
- (d)** Subject to subsections (f) and (g) of this section, the Secretary shall issue a handgun qualification license to a person who the Secretary finds:
 - (1)** is at least 21 years old;
 - (2)** is a resident of the State;

(3) except as provided in subsection (e) of this section, has demonstrated satisfactory completion, within 3 years prior to the submission of the application, of a firearms safety training course approved by the Secretary that includes:

(i) a minimum of 4 hours of instruction by a qualified handgun instructor;

(ii) classroom instruction on:

1. State firearm law;

2. home firearm safety; and

3. handgun mechanisms and operation; and

(iii) a firearms orientation component that demonstrates the person's safe operation and handling of a firearm; and

(4) based on an investigation, is not prohibited by federal or State law from purchasing or possessing a handgun.

(e) An applicant for a handgun qualification license is not required to complete a firearms safety training course under subsection (d) of this section if the applicant:

(1) has completed a certified firearms training course approved by the Secretary;

(2) has completed a course of instruction in competency and safety in the handling of firearms prescribed by the Department of Natural Resources under § 10-301.1 of the Natural Resources Article;

(3) is a qualified handgun instructor;

(4) is an honorably discharged member of the armed forces of the United States or the National Guard;

(5) is an employee of an armored car company and has a permit issued under Title 5, Subtitle 3 of this article; or

(6) lawfully owns a regulated firearm.

(f)

(1) In this subsection, "Central Repository" means the Criminal Justice Information System Central Repository of the Department of Public Safety and Correctional Services.

(2) The Secretary shall apply to the Central Repository for a State and national criminal history records check for each applicant for a handgun qualification license.

(3) As part of the application for a criminal history records check, the Secretary shall submit to the Central Repository:

(i) a complete set of the applicant's legible fingerprints taken in a format approved by the Director of the Central Repository and the Director of the Federal Bureau of Investigation;

(ii) the fee authorized under § 10-221(b)(7) of the Criminal Procedure Article for access to Maryland criminal history records; and

(iii) the mandatory processing fee required by the Federal Bureau of Investigation for a national criminal history records check.

(4) The Central Repository shall provide a receipt to the applicant for the fees paid in accordance with paragraph (3)(ii) and (iii) of this subsection.

(5) In accordance with §§ 10-201 through 10-234 of the Criminal Procedure Article, the Central Repository shall forward to the applicant and the Secretary a printed statement of the applicant's criminal history information.

(6) Information obtained from the Central Repository under this section:

- (i)** is confidential and may not be disseminated; and
- (ii)** shall be used only for the licensing purpose authorized by this section.

(7) If criminal history record information is reported to the Central Repository after the date of the initial criminal history records check, the Central Repository shall provide to the Department of State Police Licensing Division a revised printed statement of the applicant's or licensee's State criminal history record.

(g) An applicant for a handgun qualification license shall submit to the Secretary: of satisfactory completion of:

- (1)** an application in the manner and format designated by the Secretary;
- (2)** a nonrefundable application fee to cover the costs to administer the program of up to \$50;
- (3)**
 - (i)** proof 1. a firearms safety training course approved by the Secretary; or
2. a course of instruction in competency and safety in the handling of firearms prescribed by the Department of Natural Resources under § 10-301.1 of the Natural Resources Article; or
 - (ii)** a valid firearms instructor certification;
- (4)** any other identifying information or documentation required by the Secretary; and
- (5)** a statement made by the applicant under the penalty of perjury that the applicant is not prohibited under federal or State law from possessing a handgun.

(h)

(1) Within 30 days after receiving a properly completed application, the Secretary shall issue to the applicant:

- (i)** a handgun qualification license if the applicant is approved; or
- (ii)** a written denial of the application that contains:
 - 1. the reason the application was denied; and
 - 2. a statement of the applicant's appeal rights under subsection (l) of this section.

(2)

(i) An individual whose fingerprints have been submitted to the Central Repository, and whose application has been denied, may request that the record of the fingerprints be expunged by obliteration.

(ii) Proceedings to expunge a record under this paragraph shall be conducted in accordance with § 10-105 of the Criminal Procedure Article.

(iii) On receipt of an order to expunge a fingerprint record, the Central Repository shall expunge by obliteration the fingerprints submitted as part of the application process.

(iv) An individual may not be charged a fee for the expungement of a fingerprint record in accordance with this paragraph.

- (i) A handgun qualification license issued under this section expires 10 years from the date of issuance.
- (j)
 - (1) The handgun qualification license may be renewed for successive periods of 10 years each if, at the time of an application for renewal, the applicant:
 - (i) possesses the qualifications for the issuance of the handgun qualification license; and
 - (ii) submits a nonrefundable application fee to cover the costs to administer the program up to \$20.
 - (2) An applicant renewing a handgun qualification license under this subsection is not required to:
 - (i) complete the firearms safety training course required in subsection (d)(3) of this section; or
 - (ii) submit to a State and national criminal history records check as required in subsection (f) of this section.
- (k)
 - (1) The Secretary may revoke a handgun qualification license issued or renewed under this section on a finding that the licensee no longer satisfies the qualifications set forth in subsection (d) of this section.
 - (2) A person holding a handgun qualification license that has been revoked by the Secretary shall return the license to the Secretary within 5 days after receipt of the notice of revocation.
- (l)
 - (1) A person whose original or renewal application for a handgun qualification license is denied or whose handgun qualification license is revoked, may submit a written request to the Secretary for a hearing within 30 days after the date the written notice of the denial or revocation was sent to the aggrieved person.
 - (2) A hearing under this section shall be granted by the Secretary within 15 days after the request.
 - (3) A hearing and any subsequent proceedings of judicial review under this section shall be conducted in accordance with Title 10, Subtitle 2 of the State Government Article.
 - (4) A hearing under this section shall be held in the county of the legal residence of the aggrieved person.
- (m)
 - (1) If an original or renewal handgun qualification license is lost or stolen, a person may submit a written request to the Secretary for a replacement license.
 - (2) Unless the applicant is otherwise disqualified, the Secretary shall issue a replacement handgun qualification license on receipt of a written request and a nonrefundable fee to cover the cost of replacement up to \$20.
- (n) The Secretary may adopt regulations to carry out the provisions of this section.

§ 5-118. Firearm application.

(a) A firearm applicant shall:

- (1)** submit to a licensee or designated law enforcement agency a firearm application on the form that the Secretary provides; and
- (2)** pay to the licensee or designated law enforcement agency an application fee of \$10.

(b) A firearm application shall contain:

- (1)** the firearm applicant's name, address, Social Security number, place and date of birth, height, weight, race, eye and hair color, signature, driver's or photographic identification soundex number, occupation, and regulated firearm information for each regulated firearm to be purchased, rented, or transferred;
- (2)** the date and time that the firearm applicant delivered the completed firearm application to the prospective seller or transferor;
- (3)** a statement by the firearm applicant under the penalty of perjury that the firearm applicant:
 - (i)** is at least 21 years old;
 - (ii)** has never been convicted of a disqualifying crime;
 - (iii)** has never been convicted of a violation classified as a common law crime and received a term of imprisonment of more than 2 years;
 - (iv)** is not a fugitive from justice;
 - (v)** is not a habitual drunkard;
 - (vi)** is not addicted to a controlled dangerous substance or is not a habitual user;
 - (vii)** does not suffer from a mental disorder as defined in § 10-101(i)(2) of the Health - General Article and have a history of violent behavior against the firearm applicant or another;
 - (viii)** has never been found incompetent to stand trial under § 3-106 of the Criminal Procedure Article;
 - (ix)** has never been found not criminally responsible under § 3-110 of the Criminal Procedure Article;
 - (x)** has never been voluntarily admitted for more than 30 consecutive days to a facility as defined in § 10-101 of the Health - General Article;
 - (xi)** has never been involuntarily committed to a facility as defined in § 10-101 of the Health - General Article;
 - (xii)** is not under the protection of a guardian appointed by a court under § 13-201(c) or § 13-705 of the Estates and Trusts Article, except for cases in which the appointment of a guardian is solely a result of a physical disability;
 - (xiii)** is not a respondent against whom:
 - 1.** a current non ex parte civil protective order has been entered under § 4-506 of the Family Law Article; or
 - 2.** an order for protection, as defined in § 4-508.1 of the Family Law Article, has been issued by a court of another state or a Native American tribe and is in effect; and

(xiv) if under the age of 30 years at the time of application, has not been adjudicated delinquent by a juvenile court for an act that would be a disqualifying crime if committed by an adult; and

(4) unless the applicant is excluded under § 5-117.1(a) of this subtitle, the applicant's handgun qualification license number.

(c) Each firearm application shall contain the following statement: "Any false information supplied or statement made in this application is a crime which may be punished by imprisonment for a period of not more than 3 years, or a fine of not more than \$5,000, or both."

(d) If the firearm applicant is a corporation, a corporate officer who is a resident of the State shall complete and execute the firearm application.

§ 5-121. Investigation of firearm applicant.

(a) On receipt of a firearm application, the Secretary shall conduct an investigation promptly to determine the truth or falsity of the information supplied and statements made in the firearm application.

(b) In conducting an investigation under this subsection, the Secretary may request the assistance of the Police Commissioner of Baltimore City, the chief of police in any county maintaining a police force, or the sheriff in a county not maintaining a police force.

§ 5-122. Disapproval of firearm application.

(a) The Secretary shall disapprove a firearm application if:

(1) the Secretary determines that the firearm applicant supplied false information or made a false statement;

(2) the Secretary determines that the firearm application is not properly completed; or

(3) the Secretary receives written notification from the firearm applicant's licensed attending physician that the firearm applicant suffers from a mental disorder and is a danger to the firearm applicant or to another.

(b)

(1) If the Secretary disapproves a firearm application, the Secretary shall notify the prospective seller, lessor, or transferor in writing of the disapproval within 7 days after the date that the executed firearm application is forwarded to the Secretary by certified mail or facsimile machine.

(2) After notifying the prospective seller, lessor, or transferor under paragraph (1) of this subsection, the Secretary shall notify the prospective purchaser, lessee, or transferee in writing of the disapproval.

(3) The date when the prospective seller, lessor, or transferor forwards the executed firearm application to the Secretary by certified mail or by facsimile machine is the first

day of the 7-day period allowed for notice of disapproval to the prospective seller, lessor, or transferor.

§ 5-128. Purchases within 30 days — In general.

(a) Subsection (b) of this section does not apply to:

- (1)** a law enforcement agency;
- (2)** an agency authorized to perform law enforcement duties;
- (3)** a State or local correctional facility;
- (4)** a private security company licensed to do business in the State;
- (5)** the purchase of an antique firearm;
- (6)** a purchase by a licensee;
- (7)** the exchange or replacement of a regulated firearm by a seller for a regulated firearm purchased from the seller by the same person seeking the exchange or replacement within 30 days immediately before the exchange or replacement; or
- (8)** a person whose regulated firearm is stolen or irretrievably lost and who considers it essential that the regulated firearm be replaced immediately, if:
 - (i)** the person provides the licensee with a copy of the official police report or an official summary of the report, a copy of which shall be attached to the firearm application;
 - (ii)** the official police report or official summary of the report contains the name and address of the regulated firearm owner, a description of the regulated firearm, the location of the loss or theft, the date of the loss or theft, and the date when the loss or theft was reported to the law enforcement agency; and
 - (iii)** the loss or theft occurred within 30 days before the person's attempt to replace the regulated firearm, as reflected by the date of loss or theft on the official police report or official summary of the report.

(b) A person may not purchase more than one regulated firearm in a 30-day period.

(c) A licensee or other person may not sell, rent, or transfer a regulated firearm to a firearm applicant whose firearm application is placed on hold because of an open disposition of criminal proceedings against the firearm applicant or disapproved, unless the hold or disapproval has been subsequently withdrawn by the Secretary or overruled by a court in accordance with § 5-127 of this subtitle.

(d) A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 3 years or a fine not exceeding \$5,000 or both.

§ 5-129. Purchases within 30 days — Multiple purchases allowed.

(a) Notwithstanding § 5-128(b) of this subtitle, a person may purchase more than one regulated firearm in a 30-day period if:

- (1)** the person applies for and the Secretary approves a multiple purchase; and

(2)

- (i)** the purchase of the regulated firearms is for a private collection or a collector series;
- (ii)** the purchase of the regulated firearms is a bulk purchase from an estate sale;
- (iii)**
 - 1.** the purchase of not more than two regulated firearms is a multiple purchase to take advantage of a licensee's discounted price available only for a multiple purchase; and
 - 2.** the purchaser is prohibited from purchasing a regulated firearm during the following 30-day period unless approved under item (i) or (ii) of this item; or
- (iv)** the purchase is for other purposes similar to items (i) through (iii) of this item.

(b)

(1) The application for a multiple purchase shall:

- (i)** list the regulated firearms to be purchased;
- (ii)** state the purpose of the purchase of more than one regulated firearm in a 30-day period;
- (iii)** be witnessed by a licensee or designated law enforcement agency; and
- (iv)** be signed under the penalty of perjury by the firearm applicant.

(2) The application for a multiple purchase of regulated firearms shall be attached to a completed firearm application and forwarded to the Secretary by a licensee or designated law enforcement agency.

(c) On receipt of the firearm application and the application for a multiple purchase, the Secretary shall conduct a background investigation as required in § 5-121 of this subtitle.

(d) A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 3 years or a fine not exceeding \$5,000 or both.

§ 5-134. Restrictions on sale, rental, or transfer of regulated firearms. [Effective until October 1, 2025]

(a) This section supersedes any restriction that a local jurisdiction in the State imposes on the transfer by a private party of a regulated firearm, and the State preempts the right of any local jurisdiction to regulate the transfer of a regulated firearm.

(b) A dealer or other person may not sell, rent, loan, or transfer a regulated firearm to a purchaser, lessee, borrower, or transferee who the dealer or other person knows or has reasonable cause to believe:

- (1)** is under the age of 21 years, unless the regulated firearm is loaned to a borrower who may possess the regulated firearm under § 5-133(d) of this subtitle;
- (2)** has been convicted of a disqualifying crime;
- (3)** has been convicted of a conspiracy to commit a felony;
- (4)** has been convicted of a violation classified as a common law crime and received a term of imprisonment of more than 2 years;
- (5)** is a fugitive from justice;

- (6) is a habitual drunkard;
- (7) is addicted to a controlled dangerous substance or is a habitual user;
- (8) suffers from a mental disorder as defined in § 10-101(i)(2) of the Health - General Article, and has a history of violent behavior against the purchaser, lessee, borrower, or transferee or another, unless the purchaser, lessee, borrower, or transferee possesses a physician's certificate that the recipient is capable of possessing a regulated firearm without undue danger to the purchaser, lessee, borrower, or transferee or to another;
- (9) has been confined for more than 30 consecutive days to a facility as defined in § 10-101 of the Health - General Article, unless the purchaser, lessee, borrower, or transferee possesses a physician's certificate that the recipient is capable of possessing a regulated firearm without undue danger to the purchaser, lessee, borrower, or transferee or to another;
- (10) is a respondent against whom a current non ex parte civil protective order has been entered under § 4-506 of the Family Law Article;
- (11) if under the age of 30 years at the time of the transaction, has been adjudicated delinquent by a juvenile court for an act that would be a disqualifying crime if committed by an adult;
- (12) is visibly under the influence of alcohol or drugs;
- (13) is a participant in a straw purchase;
- (14) subject to subsection (c) of this section for a transaction under this subsection that is made on or after January 1, 2002, has not completed a certified firearms safety training course conducted free of charge by the Maryland Police Training and Standards Commission or that meets standards established by the Maryland Police Training and Standards Commission under § 3-207 of this article; or
- (15) intends to use the regulated firearm to:
 - (i) commit a crime; or
 - (ii) cause harm to the purchaser, lessee, transferee, or recipient or another person.

(c) A person is not required to complete a certified firearms safety training course under subsection (b)(14) of this section if the person:

- (1) has already completed a certified firearms safety training course required under subsection (b)(14) of this section;
- (2) is a law enforcement officer of the State or any local law enforcement agency in the State;
- (3) is a member, retired member, or honorably discharged member of the armed forces of the United States or the National Guard;
- (4) is a member of an organization that is required by federal law governing its specific business or activity to maintain handguns and applicable ammunition;
- (5) has been issued a permit to carry a handgun under Subtitle 3 of this title; or
- (6) is the borrower of a firearm.

(d)

- (1) A person may not sell, rent, or transfer:
 - (i) ammunition solely designed for a regulated firearm to a person who is under the age of 21 years; or

(ii)

1. a firearm other than a regulated firearm to a minor;
2. ammunition for a firearm to a minor;
3. pepper mace, which is an aerosol propelled combination of highly disabling irritant based products and is also known as oleo-resin capsicum (O.C.) spray, to a minor; or
4. another deadly weapon to a minor.

(2) A person who violates this subsection is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 1 year or a fine not exceeding \$1,000 or both.

§ 5-136. Straw purchases.

(a)

(1) This section does not apply to a person who purchases a regulated firearm as a gift if:

- (i) the regulated firearm is a gift to a resident of the State; and
- (ii)

1. both the purchaser and recipient of the gift comply with the requirements of this subtitle that relate to the possession, sale, rental, receipt, transfer, or purchase of a regulated firearm; or
2. if the gift is in the form of a gift certificate, only the recipient of the gift need comply with the requirements of this subtitle that relate to the possession, sale, rental, receipt, transfer, or purchase of a regulated firearm.

(2) If the regulated firearm is a gift to the purchaser's spouse, parent, grandparent, grandchild, sibling, or child, the recipient shall:

- (i) complete an application to purchase or transfer a regulated firearm; and
- (ii) forward the application to the Secretary within 5 days after receipt of the regulated firearm.

(3) The Secretary shall waive the \$10 application fee required under § 5-118(a)(2) of this subtitle for a gift purchased in accordance with this subsection.

(b) A person may not knowingly or willfully participate in a straw purchase of a regulated firearm.

§ 5-139. False information or misstatement in application.

(a) A person may not knowingly give false information or make a material misstatement in a firearm application or in an application for a dealer's license.

(b) A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 3 years or a fine not exceeding \$5,000 or both.

THE DISTRICT OF COLUMBIA, *et al.* * IN THE
* APPELLATE COURT
Appellants, * OF MARYLAND
v. * September Term, 2025
ENGAGE ARMAMENT LLC, *et al.*, * No. 787
Appellees.
* * * * *

CERTIFICATE OF SERVICE

I certify that, on this 16th day of October, 2025, the Brief of Appellants in the captioned case was filed electronically and served electronically by the MDEC system on all persons entitled to service, and that on the next business day two copies will be served by first class mail on all parties entitled to service:

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