
**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)

REPLY BRIEF OF APPELLANTS

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REPLY ARGUMENT

Appellees' bald assertions that the complaint does not allege certain facts are belied by the complaint itself. And they repeatedly quibble—on a motion to dismiss—with the truth of well-pled factual allegations. Moreover, rather than defend the circuit court's decision on its own terms, appellees press arguments the circuit court never addressed. All their arguments fail. This Court should reverse.

I. CONSIDERING THE WELL-PLED FACTUAL ALLEGATIONS AS TRUE AND IN THE LIGHT MOST FAVORABLE TO PLAINTIFFS, THE CIRCUIT COURT ERRED IN DISMISSING THE COMPLAINT FOR FAILURE TO STATE A CLAIM.

The question in this appeal is whether the complaint adequately alleged that United and Engage knew or had reasonable cause to believe that Minor was a straw purchaser. (E. 31); United’s Br. 7. Because the complaint made specific factual allegations showing that appellees’ sales to Minor featured multiple red flags—allegations that must be taken as true and considered in their totality—the answer is yes.

A. At a Minimum, the Alleged Red Flags Establish that Appellees Had Reasonable Cause to Believe that Minor Was a Straw Purchaser.

The complaint specifically and concretely alleged that Minor exhibited multiple red flags when he bought a total of 30 handguns from Engage and United over just a few months, through purchases that were repetitive, in bulk, and in cash. Appellees attempt to isolate and nitpick the red flags, but they must be considered together. And when viewed in totality, the complaint is more than sufficient to withstand a motion to dismiss.

Red Flag #1: Bulk purchases. Bulk purchases occur when a purchaser buys more than one firearm at a time. (E. 58 ¶46 (defining bulk purchases).) Bulk purchases are a red flag. (E. 58 ¶46 (“strongly associated with firearm trafficking”); E. 60 ¶53 (“bulk purchases” are a red flag); E. 60 ¶53 n.33 (citing NSSF, *Straw Purchases: Tactics to Help Avoid Them and What to Do If You Think You Made One* (2024), <http://perma.cc/PW8Y-QHRX> (same))); see 18 U.S.C. § 923(g)(3)(A) (requiring dealers to report purchases of more than one handgun within five days). The complaint alleges that Minor made bulk

purchases from both Engage and United and lists the purchase dates and types of firearms. (E. 63-65); Appellants’ Br. 16.

Engage does not even address this red flag. United simply insists—in direct contradiction to the allegations described above—that “United made *no* ‘bulk’ sales to Minor,” and “[t]his ‘red flag’ thus has no pleading, or allegation, involving United.” United’s Br. 17.

Red Flag #2: Repetitive purchases. Repetitive purchases of the same or similar commonplace firearms within a short time are also a red flag. (E. 60 ¶53 (identifying it as a red flag); *Straw Purchases* 17 (same); E. 60 ¶53 n.33 (citing NSSF, *Let’s Take a Look at Your Straw Purchase Avoidance Program* 20 (2023), <http://perma.cc/W2QF-DNKR> (same)).) The complaint and opening brief detail Minor’s repetitive purchases of the same or similar commonplace firearms within just a few months. (E. 61-65.)

United responds that there is “no pleading, or allegation, involving United” about this red flag. United’s Br. 18. Not true. After describing the repetitive purchase red flag and identifying Minor’s repetitive purchases from United, the complaint alleges that “[t]he volume, pattern, and type of Mr. Minor’s purchases [from United] 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,” and that United made “repeated duplicate” sales to Minor. (E. 66 ¶68.)

United’s second response is that because Minor was a Designated Collector, this red flag could never apply to him. United’s Br. 17-18. Designated Collector status does not immunize purchasers or sellers from liability for straw sales. *See* Md. Code Ann., Pub.

Safety § 5-134 (LexisNexis 2022) (no exception from straw sales prohibitions for Designated Collectors); (*see also* E. 41 (“The court is not saying that . . . [a dealer] is ‘immunized’ from the rules against straw sales simply because the purchaser is a Designated Collector.”).) In fact, sellers, who interact face-to-face with purchasers, are uniquely positioned to discern abuse of Designated Collector status.

Moreover, Engage’s claim that it disregarded Minor’s red flags because “collectors (by definition) buy and sell all kinds of firearms all the time and often do so in bulk” (Engage’s Br. 11), is flawed. The exception for Designated Collectors from Maryland’s monthly purchase cap applies only if the handgun is “for a private collection or a collector series.” Pub. Safety § 5-129(a)(2)(i). As a federal- and state-licensed dealer like Engage well knows, Designated Collectors like Minor are “not authorized to act as a firearms dealer,” *Designated Firearms Collector*, Md. Dep’t of State Police, <https://perma.cc/BP8S-TTBJ>, and so could *not* lawfully “buy and sell all kinds of firearms all the time,” “in bulk” or otherwise. At minimum, the competing inferences are questions for a jury that cannot be resolved on a motion to dismiss.

Red Flag #3: Payment of large amounts of cash. Buying firearms with large amounts of cash is another red flag. (E. 62 ¶58 n.36; *Straw Purchases* 17 (“Buying multiple firearms with large amounts of cash” is a red flag).) The complaint alleged that Minor purchased some or all of the handguns from Engage with large amounts of cash. (E. 62 ¶58.) In their opening brief, appellants explained how, relying on limited discovery, they would supplement these allegations in an amended complaint. Appellants’ Br. 9 n.1, 10 n.2, 17-18, 31-32. Appellants would specify that Minor paid nearly \$10,000 in cash to

Engage, and over \$2,000 in cash to United, all while listing his occupation as unemployed.
Id.

United argues that cash is not identified as a red flag in the complaint. United’s Br. 18. But the complaint alleges that cash is a “common method of payment by straw purchasers” (E. 62 ¶58 n.36), and cites NSSF guidance that says cash is a red flag (E. 60 ¶53 n.33). United has no further substantive response.¹ Meanwhile, Engage disputes, as a matter of fact, whether cash payments are suspicious. Engage’s Br. 33. But that factual disagreement fails at the motion-to-dismiss stage.

Red Flag #4: AK-style pistols impractical for lawful purposes. The complaint alleges that AK-style pistols are less practical than other firearms for lawful uses and are especially appealing to people with criminal intentions. (E. 64 ¶63, E. 66 ¶68.) Purchasing AK-style pistols is a red flag. (E. 64 ¶63, E. 66 ¶68.) Engage and United each sold Minor AK-style pistols. (E. 63-66 ¶¶62-63, ¶¶67-68.) United sold him two identical AK-style pistols less than two months apart. (E. 65 ¶67.)

Appellees dispute the truth of the complaint’s factual allegations about AK-style pistols, claiming they are “conclusory” (Engage’s Br. 33), and unsupported by “evidence” (United’s Br. 16, 19). Again, those factual arguments misapprehend the posture of the case and the trial court’s obligation to accept well-pled allegations. Engage’s alternative arguments that AK-style pistols are legal in Maryland and that they sold Minor only one

¹ United produced documents in discovery that reveal Minor paid \$380 in cash on August 6, \$500 in cash on August 10, and \$1,400 in cash on September 28.

(Engage’s Br. 33), do not help them either. A factfinder might credit those arguments to give this red flag less weight, or view it as a probative red flag on top of the several others. Moreover, if there is any question about whether the AK-style pistol allegations are well-pled, appellants explained that their amended complaint would add factual allegations to further describe why those firearms are impractical for lawful purposes and preferred by those with criminal intentions. Appellants’ Br. 32.

Red flags taken together. Neither appellee explicitly defends the circuit court’s error of cherry-picking its own list of red flags and ignoring the cumulative effect of the actual red flags alleged by appellants. Appellants’ Br. 19-20. United claims—without support—that the only valid signs of straw sales are what it deems “overt indicators.” United’s Br. 20-21. But that is just another iteration of the same cherry-picking error the circuit court committed. Besides, United’s assertions that “Minor displayed no reluctance to provide information” and “showed no signs of nervousness or coaching” (United’s Br. 21), are at bottom a factual dispute (and not in the record).

B. Appellees’ Other Arguments Do Not Undermine the Red Flags.

Departing from the circuit court’s reasoning, Engage argues that retailers can be liable for straw sales only if they have “actual knowledge” that the buyer is a straw purchaser; a “reasonable cause to believe” is insufficient. Engage’s Br. 10-13. Engage’s erroneous standard is derived from a faulty statutory premise. Although § 5-134(b)(13) of the Public Safety Article prohibits selling a firearm to someone the dealer “knows or has reasonable cause to believe . . . is a participant in a straw purchase,” Engage claims that it can only be prosecuted criminally under another statute that requires the sale to be

“knowing.” Engage’s Br. 10. But this is not a criminal prosecution, so any attempt to create a heightened knowledge requirement fails. Moreover, allowing appellants’ case to proceed would not “effectively impose strict liability” on firearms dealers. Engage’s Br. 13. To be liable in tort, retailers would need to ignore red flags and plaintiffs would need to show that retailers “knew or had reasonable cause to believe” that the transaction was a straw sale—hardly a strict liability scheme.

Appellees argue that because Maryland State Police did not disapprove the transactions, and because state and federal law thoroughly regulates firearms, retailers cannot be held liable for ignoring red flags under any circumstances. United’s Br. 20-21; Engage’s Br. 13. That conclusion lacks any legal basis. Dealers, unlike the government, interact face-to-face with purchasers. They are the first line of defense against straw sales and “[t]he principal agent of federal enforcement” of firearms laws. *Huddleston v. United States*, 415 U.S. 814, 824 (1974). Appellees are uniquely positioned to stop straw sales and cannot be absolved of responsibility so easily.

II. THE STATUTE OF LIMITATIONS CANNOT JUSTIFY DISMISSAL.

A. The Statute of Limitations Does Not Apply to Maryland.

The three-year statute of limitations does not apply to Maryland where, as here, it seeks to assert rights on behalf of its residents. Appellants’ Br. 25 & n.5. Engage argues that the claims must seek to “vindicate public rights” (Engage’s Br. 29), while United argues that Maryland is “acting to advance a political narrative” (United’s Br. 24). Appellees’ standards are inconsistent with holdings of the Supreme Court of Maryland, which prohibit defendants from asserting limitations against the State “when, in its

sovereign capacity, it sues in its own courts.” *Central Collection Unit v. Atlantic Container Line*, 277 Md. 626, 628 (1976); *Baltimore County v. RTKL Assocs., Inc.*, 380 Md. 670, 687 (2004) (same).

Further, Maryland seeks to vindicate public rights by bringing this lawsuit on behalf of all Marylanders to protect public health and safety through prevention of straw sales. (E. 49 ¶16); see *Washington Suburban Sanitation Comm’n v. Pride Homes*, 291 Md. 537, 541, 544 (1981) (“the doctrine that limitations do not run against the State stems from the theory of sovereign immunity”). To assert that keeping Marylanders safe advances a political narrative without vindicating public rights belies the factual allegations and causes of action in the complaint.

B. The District’s Claims Are Timely Under the Discovery Rule.

Neither appellee offers a persuasive response to appellants’ argument that the discovery rule applies to the District’s claims and therefore the statute of limitations did not begin to run until the firearms were discovered in the District. Appellants’ Br. 27-28. This does not turn on whether the claims accrued at the time of the sale to Minor (as appellees argue) or at the time Minor transferred them to prohibited persons (as appellants argue). Instead, the discovery rule tolls accrual of the action until the plaintiff “knows or should have known of the injury giving rise to his or her claim.” See *Litz v. Maryland Dep’t of Env’t*, 434 Md. 623, 640 (2013). Based on the complaint, the District could not have learned of its injury until the firearms were discovered at crime scenes within its jurisdiction—well within the statute of limitations. Appellants’ Br. 27-28.

Appellees seem to acknowledge the basic point that, no matter what the Maryland State Police knew about the sales, that knowledge cannot be automatically attributed to the District. Yet Engage claims, without support, that the Maryland State Police’s “investigation” “would have been shared with D.C. because Willis was a District resident,” or that the District could have “conducted its own diligent investigation of Willis.” Engage’s Br. 31-32. But total speculation, absent from the face of the complaint, is not a basis for dismissal. *See Litz*, 434 Md. at 641-42. And there was no reason for the District to investigate Willis until the firearms were discovered at crime scenes. Appellants’ Br. 27-28.

Moreover, even assuming the statute of limitations applies to Maryland’s claims, the discovery rule prevents dismissal of those claims, too. As appellants noted, the Maryland State Police’s knowledge of Minor’s purchases is not automatically imputed to the Maryland Attorney General. Appellants’ Br. 27. At most, it is a factual question inappropriate for a motion to dismiss. The earliest that Maryland discovered its injuries was when the firearms were discovered at crime scenes—well within the statute of limitations. Appellants’ Br. 27.

C. Appellees’ Other Arguments Misunderstand the Claims and the Law.

Appellees’ remaining arguments largely hinge on the flawed premise that the claims accrued at the time of the sales. United’s Br. 26-27; Engage’s Br. 30. That is wrong. It is blackletter law that claims accrue at the time of the injury. *Supik v. Bodie, Nagle, Dolina, Smith & Hobbs, P.A.*, 152 Md. App. 698, 719-20 (2003). The injury to appellants under

the negligence and public nuisance claims occurred no earlier than when the firearms fell into the hands of prohibited persons, who then used them to endanger the public. Appellees muddy the waters by invoking the circuit court’s mistaken conception of “statutory harm” (E. 39-40), because the statutes also criminalize Minor’s “act of deception” (United’s Br. 26-27), or “false statements” (Engage’s Br. 30). All of that is irrelevant to appellants’ claims. Nor do appellants argue that “[s]ubsequent criminal misuse of the firearms by Willis and others” “revive[s] or extend[s]” the accrual date. United’s Br. 26-27; Engage’s Br. 30-31.

Finally, even assuming the claims accrued at the time of sale, the circuit court’s dismissal remains erroneous because some sales occurred within the statute of limitations. Appellants’ Br. 29-30. The circuit court held that it must completely “disregard[]” *all* the “time-barred transactions,” including all the red flags related to those transactions. (E. 41.) But the history of red flags leading up to and culminating in the sales that were indisputably within the limitations period remains relevant to whether appellants stated a claim as to those sales. *See Litz*, 434 Md. at 649; *Martin v. Arundel Corp.*, 216 Md. 184, 192 (1958). This Court should also disregard Engage’s new argument that any damages award cannot be predicated on time-barred claims, which ignores the relevance of the red flags. Engage’s Br. 32.

III. THE CIRCUIT COURT NEVER CONSIDERED APPELLEES’ AUXILIARY ARGUMENTS, WHICH LACK MERIT.

Courts of appeal are generally “court[s] of review, not of first view.” *Wilson v. Prince George’s County*, 893 F.3d 213, 225 (4th Cir. 2025) (remanding for the trial court

to address legal issues it did not reach). Appellees have raised many arguments for dismissal that the circuit court never reached and appellants therefore did not address in their opening brief. Appellants cannot fully respond on reply before this Court, but did so before the circuit court. (*See* Pls. Opp. 14-25, 28-52.) To ensure fairness and promote orderly administration of the law, this Court should not reach beyond the issues that the circuit court decided. *See* Md. Rule 8-131(a).

Regardless, appellees' auxiliary arguments lack merit.

First, appellees argue that the Maryland Attorney General cannot bring this lawsuit under principles of ultra vires. United's Br. 23-24; Engage's Br. 14-15. That is incorrect. Although appellees waived this argument, *see* Md. Rule 8-131(a), this Court can dispense with it because Attorney General Brown is acting pursuant to written authorization from the Governor of Maryland. (E. 49.) On August 22, 2024, Governor Moore approved and authorized Attorney General Brown to file this lawsuit.² (Rep. App. 1-2.)

As Engage identifies, and United ignores, the Maryland Constitution authorizes suits that "the Governor[] shall have directed or shall direct to be investigated, commenced and prosecuted[.]" Md. Const. art. V, § 3(a)(2). "It is elementary that constitutional provisions prevail over statutory provisions." *In re Special Investigation No. 244*, 296 Md. 80, 87 (1983). Here, the Maryland Constitution provides the basis for this lawsuit, which was brought to counter a threat to the public interest and welfare of Maryland residents.

² The written authority, provided in the appendix hereto, is subject to a pending motion to supplement the record.

That the General Assembly enacted the Gun Industry Accountability Act for conduct taking place on or after June 1, 2024 is irrelevant. Engage’s Br. 14-15.

Second, appellees argue that the criminal acts of Minor, Willis, and others sever the causal link between their straw sales and appellants’ injuries. United’s Br. 21-23; Engage’s Br. 25-27. But this is not a case where “a third-party’s criminal act . . . constitutes an unforeseeable superseding cause.” *Mitchell v. Rite Aid of Maryland, Inc.*, 257 Md. App. 273, 320 (2023). The existence of red flags places gun retailers on notice, allowing them to identify and prevent future criminal misuse of firearms. That a person who raised red flags might transfer the firearms to an individual prohibited from purchasing a firearm, who might then use the firearm to commit a crime, is precisely the foreseeable risk that disregarding such red flags creates. *See Wiley v. Fleet Farm*, 799 F. Supp. 3d 860, 898 (D. Minn. 2025). Accordingly, this Court has explained that, even where an injury results from a third party’s criminal act, “proximate causation may nonetheless be established when an actor’s negligent conduct created a situation” that allowed the third party to commit the crime, and the actor “realized or should have realized” that a third party might do so. *Mitchell*, 257 Md. App. at 320 (cleaned up). Even if there were some doubt, “the question of whether causation is proximate or superseding” is “ordinarily . . . a matter to be resolved by the jury.” *Collins v. Li*, 176 Md. App. 502, 536 (2007).

United’s citations have little in common with this case. United’s Br. 22. Manufacturers do not sell firearms directly to straw purchasers and are thus much further removed on the chain of causation than dealers like appellees. And a law enforcement

officer who left a firearm in a backpack that was later stolen is even further afield. *Steinle v. United States*, 17 F.4th 819, 821 (9th Cir. 2021).

Third, appellees owe a duty to the public under Maryland law. *Contra* Engage’s Br. 16-19. Taken together, the factors that Maryland courts assess weigh in favor of appellees’ duty to heed red flags and refrain from straw sales. *See Kiriakos v. Phillips*, 448 Md. 440, 486 (2016) (considering, among others, foreseeability, laws governing defendants’ conduct, and balancing the burden to defendants and the consequences to the community).

Fourth, contrary to Engage’s assertions (Engage’s Br. 15-16), there is a judicially enforceable duty in nuisance because Maryland law does not require exclusive control over the nuisance, *see Maryland v. Exxon Mobil*, 406 F. Supp. 3d 420, 468 (D. Md. 2019), or interference with property rights, *see Collins v. Tri-State Zoological Park of W. Md., Inc.*, 514 F. Supp. 3d 773, 781 (D. Md. 2021).

Fifth, appellants adequately alleged negligent entrustment under Maryland law. Engage’s “control” argument is based on a flawed interpretation of the Restatement of Torts that has been undermined, particularly in the context of firearm retailers. *See Brady v. Walmart Inc.*, 2022 WL 2987078, at *10-12 (D. Md. July 28, 2022). Engage is also incorrect that appellants must allege that Minor caused physical harm. Engage’s Br. 28. Maryland law permits negligent entrustment claims based on injuries caused by third parties. *See Moore v. Myers*, 161 Md. App. 349, 370 (2005).

Sixth, District law applies to the District’s claims because the final element of the cause of action—the injury—occurred in the District. *See Doctor’s Weight Loss Centers*,

Inc. v. Blackston, 487 Md. 476, 479 (2024). And Engage’s brand-new dormant commerce clause argument is forfeited. Engage’s Br. 19.

Finally, the Protection of Lawful Commerce in Arms Act (“PLCAA”) does not bar appellants’ claims, all of which fall within PLCAA’s predicate exception. 15 U.S.C. § 7903(5)(A)(iii); *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos*, 605 U.S. 280, 286 (2025) (explaining predicate exception).³ Appellants plausibly alleged that appellees “knowingly violated a State or Federal statute applicable to the sale” of firearms that proximately caused harm, 15 U.S.C. § 7903(5)(A)(iii), by alleging that appellees violated (among other statutes) § 5-134(b)(13) of the Public Safety Article (E. 61 ¶57). No court has ever held that a “prior adjudication of a violation” is required (*contra* Engage’s Br. 21 (citing a single-justice concurrence))—and when Congress wants to impose such a requirement, it knows how. *See* 15 U.S.C. § 7903(5)(A)(i). Further, the exception’s “knowingly” requirement is satisfied where a seller knows the facts that make its conduct unlawful. *See Bryan v. United States*, 524 U.S. 184, 192 (1998); *New York v. Arm or Ally*, 718 F. Supp. 3d 310, 331 & n.11 (S.D.N.Y. 2024). Here, appellants adequately alleged that appellees knew of red flags that established at least “reasonable cause to believe” that their sales to Minor were straw purchases in violation of § 5-134(b)(13). No more is

³ Appellants also satisfy the separate exception for negligent entrustment claims. 15 U.S.C. § 7903(5)(A)(ii). By selling a firearm to someone appellees should have known was a straw purchaser, appellees “reasonably should know” that the firearm would end up in the hands of someone likely to use it to create an unreasonable risk of physical injury. *See id.* § 7903(5)(B); *contra* Engage’s Br. 27-28.

required to satisfy the “knowingly” requirement, and there is no incompatibility between that requirement and § 5-134(b)(13)’s “reasonable cause to believe” standard.

Engage is also wrong about proximate causation. Setting aside Engage’s incorrect assertion that federal common law rather than state substantive law governs, it concedes that Maryland law is in accord with federal law (Engage’s Br. 27), and appellants have explained why proximate cause is adequately alleged. *See generally Salter v. Meta Platforms, Inc.*, 240 N.Y.S.3d 610, 619 (App. Div. 2025).

IV. THE CIRCUIT COURT ERRED IN DENYING LEAVE TO AMEND.

Leave to amend is “freely allowed,” Md. Rule 2-341(c), and “rare[ly]” denied, *RRC Northeast, LLC v. BAA Maryland, Inc.*, 413 Md. 638, 673 (2010). Answering a complaint and litigating a claim is not “prejudice” that justifies denying amendment (United’s Br. 29), otherwise amendment would be denied in every case with non-futile claims. Appellants demonstrated why amendment would not be futile here, particularly where discovery has revealed additional facts about cash payments. *See supra* Part I.A; Appellants’ Br. 30-32.

Engage contends that amendment would be an “abuse of process” under PLCAA. Engage’s Br. 33-34. But the circuit court did not address PLCAA or identify any prejudice and that issue should be dealt with on remand, if necessary.

CONCLUSION

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

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CERTIFICATION OF WORD COUNT AND COMPLIANCE WITH RULE 8-112

1. This brief contains 3,900 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/ Joshua R. Chazen
Joshua R. Chazen

THE DISTRICT OF COLUMBIA, *et al.*,

Appellants,

v.

ENGAGE ARMAMENT LLC, *et al.*,

Appellees.

* IN THE
* APPELLATE COURT
* OF MARYLAND
* September Term, 2025
* No. 787

* * * * *

CERTIFICATE OF SERVICE

I certify that, on this 26th day of January, 2026, the Reply 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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August 15, 2024

The Honorable Wes Moore
Governor of Maryland
State House
100 State Circle
Annapolis, Maryland 21401

Re: Authorization of Suit Against Three Montgomery County Gun Retailers for Public Nuisance and Negligence

Dear Governor Moore,

In accordance with Article V, § 3(a)(2) of the Maryland Constitution, I request your approval to file suit on behalf of the State of Maryland against Engage Armament LLC, ACEJ Holdings, LLC (d/b/a United Gun Shop), and Atlantic Guns, Inc., three firearms retailers located in Rockville, Maryland. Each of these retailers has a Federal Firearms License and each is alleged to have sold firearms to straw purchasers.

Maryland is currently experiencing a gun violence epidemic. Despite Maryland's robust and legally constitutional measures to prevent firearms from getting into hands of bad actors, members of our community face risks of gun violence. And these risks create additional costs and burdens on the State and its citizens. Unfortunately, firearms retailers receive numerous protections from the federal government, including, but not limited to, the Protection of Lawful Commerce in Arms Act (PLCAA). But both federal and state law prohibit retailers from selling firearms to individuals that they know or have reason to believe are acting as straw purchasers, meaning that the purchaser intends to deliver the firearm to an individual not otherwise authorized to receive the firearm.

The proposed lawsuit will be a first-of-its-kind litigation brought by my Office, on behalf of the State, with the District of Columbia Office of the Attorney General, on behalf of the District. Based on recoveries of firearms at crime scenes in the Washington, D.C. metropolitan area, and a recent criminal matter brought in the United States District Court for the District of Columbia, the District and the State believe there is strong evidence to support these allegations. I note that this matter cannot be brought under the authority delegated to me in the Gun Industry Accountability

The Honorable Governor Moore
Re: Authorization of Suit Against Three Montgomery County Gun Retailers
August 15, 2024
Page 2

Act, which you recently signed into law, because the underlying facts occurred prior to the enactment of the law.

The proposed lawsuit would bring claims for public nuisance and negligence against the above-named retailers for their role in aiding and abetting straw purchasers to inflict harm in our communities. The proposed lawsuit would seek (1) an injunction prohibiting each defendant from continuing to contribute to and maintain a public nuisance; (2) costs that the State has incurred and will incur abating the public nuisance; (3) monetary award to compensate the State for damages; (4) interest, costs, and reasonable attorneys' fees; and (5) punitive damages. The proposed lawsuit would be prosecuted by the Office of the Attorney General in conjunction with Everytown Law, which will be retained as assistant counsel for purposes of pursuing this claim, and it would be brought jointly with the DC Office of the Attorney General.

Everytown would represent the State on a pro bono basis, and therefore will not charge the State for any attorneys' fees. Additionally, no portion of the State's recovery in this matter may be paid to Everytown. Meanwhile, Everytown will agree to advance certain costs, including its own travel expenses, photocopying, mailing, printing, and telephone charges. My Office will pay any other costs of litigation, including court costs and costs related to discovery, depositions, experts, or trial.

I therefore request your approval to file suit on behalf of our State and its citizens. Thank you for consideration of this request.

Sincerely,



Anthony G. Brown

Approved:



Wes Moore
Governor

Date: August 22, 2024