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Jeffrey H. Kaplan, Clerk of the Court
APPELLATE COURT 2ND DISTRICT

No. 2-25-0275

IN THE
APPELLATE COURT OF ILLINOIS
SECOND JUDICIAL DISTRICT

KEELY ROBERTS, individually and as
parent and next friend of C.R. and L.R., and
JASON ROBERTS, individually and as
parent and next friend of C.R. and L.R.,

Plaintiffs-Appellees,

v.

Budsgunshop.com, LLC,

Defendant-Appellant,

and

Smith & Wesson Brands, Inc., Smith &
Wesson Sales Company, Smith & Wesson,
Inc., Red Dot Arms, Inc., Robert Crimo, Jr.,
and Robert Crimo, III,

Defendants.

On Appeal from the Circuit Court
of Lake County, Illinois, County
Department, Law Division

No. 22 LA 00000487; Consolidated
for Pretrial Purposes with Case
Nos.

22 LA 00000488, 22 LA 00000489,
22 LA 00000490, 22 LA 00000491,
22 LA 00000492, 22 LA 00000493,
22 LA 00000494, 22 LA 00000495,
22 LA 00000496, 22 LA 00000497,
22 LA 00000532, 24 LA 00000201,
24 LA 00000203, 24 LA 00000206,
24 LA 00000466, 24 LA 00000471,
24 LA 00000474, 24 LA 00000475,
24 LA 00000476, 24 LA 00000477,
24 LA 00000478, 24 LA 00000479,
24 LA 00000480, 24 LA 00000481

The Honorable Judge Jorge L.
Ortiz, Presiding.

BRIEF OF PLAINTIFFS-APPELLEES

Priyanka Gupta Sen
Lise Rahdert
Everytown Law
450 Lexington Ave., P.O. Box 4184
New York, NY 10163
Phone: (646) 824-8179
psen@everytown.org
lrahdert@everytown.org
Attorneys for Plaintiffs Roberts, et al.

(Additional counsel listed in concluding signature block)

ORAL ARGUMENT REQUESTED

TABLE OF CONTENTS

NATURE OF THE ACTION	1
ISSUE PRESENTED FOR REVIEW	2
JURISDICTIONAL STATEMENT	3
STATEMENT OF FACTS	5
ARGUMENT	10
POINTS AND AUTHORITIES	
I. This Court’s Review Under Rule 308 Is Limited to the Single Certified Question.	10
15 U.S.C. § 7903.....	10
<i>Anderson v. Beach</i> , 386 Ill. App. 3d 246 (1st Dist. 2008)	13
<i>Bright v. Dicke</i> , 166 Ill. 2d 204 (1995)	12, 13
<i>City of Chi. Heights v. Living Word Outreach Full Gospel Church & Ministries, Inc.</i> , 196 Ill. 2d 1 (2001)	11
<i>City of Waukegan v. Illinois EPA</i> , 339 Ill. App. 3d 963 (2d Dist. 2003).....	13
<i>Combs v. Schmidt</i> , 2015 IL App (2d) 131053	10, 12, 14
<i>Doe v. Cath. Bishop of Chi.</i> , 2017 IL App (1st) 162388	10
<i>Giangiulio v. Ingalls Mem’l Hosp.</i> , 365 Ill. App. 3d 823 (1st Dist. 2006)	10, 12
<i>Hudkins v. Egan</i> , 364 Ill. App. 3d 587 (2d Dist. 2006).....	10
<i>Larsen v. Provena Hosp.</i> , 2015 IL App (4th) 140255	10
<i>Missouri Pac. R. Co. v. Int’l Ins. Co.</i> , 288 Ill. App. 3d 69 (2d Dist. 1997).....	12

<i>Morrissey v. City of Chi.</i> , 334 Ill. App. 3d 251 (1st Dist. 2002)	10
<i>P.J.’s Concrete Pumping Serv., Inc. v. Nextel W. Corp.</i> , 345 Ill. App. 3d 992 (2d Dist. 2004)	13
<i>Rozsavolgyi v. City of Aurora</i> , 2017 IL 121048	10
<i>Spears v. Ass’n of Illinois Elec. Co-op.</i> , 2013 IL App (4th) 120289	13, 14
<i>Sullivan v. Edward Hosp.</i> , 209 Ill. 2d 100 (2004)	12
<i>Wisnasky v. CSX Transp., Inc.</i> , 2020 IL App (5th) 170418	11
II. PLCAA’s Predicate Exception Allows Certain Claims Based on Knowing Violations of Qualifying Statutes (Statutory Background).	15
15 U.S.C. §§ 7902, 7903	15, 16
<i>Ileto v. Glock, Inc.</i> , 565 F.3d 1126 (9th Cir. 2009)	16
<i>Prescott v. Slide Fire Sols., LP</i> , 410 F. Supp. 3d 1123 (D. Nev. 2019)	16
<i>Soto v. Bushmaster Firearms Int’l, LLC</i> , 202 A.3d 262 (Conn. 2019)	16
III. The Ordinance is a “State . . . Statute” Under PLCAA Because It Was Enacted by a Political Subdivision of Illinois (Uncertified Question).	17
A. PLCAA’s Explicit Definition of “State” Includes Municipal Ordinances.	17
15 U.S.C. § 7903	17
<i>City of New Orleans v. Dukes</i> , 427 U.S. 297 (1976)	18
<i>Dep’t of Agric. Rural Dev. Rural Hous. Serv. v. Kirtz</i> , 601 U.S. 42 (2024)	17
<i>Digit. Realty Tr., Inc. v. Somers</i> , 583 U.S. 149 (2018)	18

<i>Int’l Paper Co. v. Inhabitants of Town of Jay, Me.</i> , 887 F.2d 338 (1st Cir. 1989)	19
<i>Landis v. Marc Realty, LLC</i> , 235 Ill. 2d 1 (2009)	19
<i>Segundo v. Rancho Mirage City</i> , 873 F.2d 1277 (9th Cir. 1989)	18
<i>Statute</i> , Black’s Law Dictionary (12th ed. 2024)	18
<i>United Bldg. & Const. Trades Council of Camden Cnty. & Vicinity v. Mayor & Council of City of Camden</i> , 465 U.S. 208 (1984).....	17
<i>Wood v. City of Chicago</i> , 205 Ill. 70 (1903)	19
B. Because PLCAA Explicitly Defines “State,” Canons of Statutory Construction Are Irrelevant, But Favor Plaintiffs Regardless.....	20
15 U.S.C. § 7903	20, 21
151 Cong. Rec. H9009	21
151 Cong. Rec. S9089 (daily ed. July 27, 2005)	21
151 Cong. Rec. S9228 (daily ed. July 28, 2005)	21
27 C.F.R. § 478.24	22
<i>People v. Daniel</i> , 283 Ill. App. 3d 1003 (1st Dist. 1996)	20
<i>Watson v. Legacy Healthcare Fin. Servs., LLC</i> , 2021 IL App (1st) 210279	22
C. Buds Had Actual Knowledge of the Highland Park Ordinance Before It Sold the M&P 15 to the Shooter.....	22
18 U.S.C. § 923	23
27 C.F.R. § 478.24	23
<i>Bryan v. United States</i> , 524 U.S. 184 (1998).....	23
<i>Mance v. Sessions</i> , 896 F.3d 699 (5th Cir. 2018)	24, 25

<i>People v. Crawford</i> , 2013 IL App (1st) 100310	24
<i>People v. Gupta</i> , 2024 IL App (3d) 220349-U	23
<i>United States v. Stein</i> , 712 F.3d 1038 (7th Cir. 2013)	23
IV. The Ordinance is “Applicable to the Sale or Marketing of [Firearms]” (Certified Question).	25
A. Plaintiffs’ Aiding and Abetting Allegations Are Permissible Under PLCAA.	26
15 U.S.C. § 7903.....	26
720 ILCS 5/1-5	29
720 ILCS 5/2-209	29
720 ILCS 5/5-2	29
<i>Adames v. Sheahan</i> , 233 Ill. 2d 276 (2009)	31
<i>Brady v. Walmart Inc.</i> , No. 8:21-cv-01412, 2022 WL 2987078 (D. Md. July 28, 2022)	27
<i>City of Carbondale v. Van Natta</i> , 61 Ill. 2d 483 (1975)	28
<i>City of Galena v. Dunn</i> , 222 Ill. App. 3d 112 (2d Dist. 1991).....	28
<i>City of Rockford v. Hey</i> , 366 Ill. 526 (1937)	29
<i>Englund v. World Pawn Exchange, LLC</i> , No. 16CV00598, 2017 WL 7518923 (Or. Cir. Ct. June 30, 2017).....	27
H.R. Rep. No. 109-124 (2005).....	31
<i>Harris Bank of Roselle v. Vill. of Mettawa</i> , 243 Ill. App. 3d 103 (2d Dist. 1993).....	28
<i>Kiobel v. Royal Dutch Petroleum Co.</i> , 569 U.S. 108 (2013).....	30

<i>People v. Govin</i> , 213 Ill. App. 3d 928 (4th Dist. 1991).....	29
<i>People v. O’Neill</i> , 272 Ill. App. 3d 178 (2d Dist. 1995).....	27
<i>Rainey v. Ret. Bd. of Policemen’s Annuity & Benefit Fund of City of Chi.</i> , 2024 IL App (1st) 231993	26
<i>Salter v. Meta Platforms, Inc.</i> , 240 N.Y.S.3d 610 (App. Div. 2025).....	27
<i>Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos</i> , 605 U.S. 280 (2025).....	27
<i>State v. Hustead</i> , 538 N.W.2d 867 (Iowa Ct. App. 1995)	27
<i>State v. Jack</i> , 125 P.3d 311 (Alaska 2005)	30
<i>Town of Normal v. Stelzel</i> , 109 Ill. App. 3d 836 (4th Dist. 1982).....	27
<i>United States v. Ali</i> , 718 F.3d 929 (D.C. Cir. 2013).....	30
<i>United States v. Yakou</i> , 428 F.3d 241 (D.C. Cir. 2005).....	30
<i>Vill. of Chadwick v. Nelson</i> , 2017 IL App (2d) 170064	31
<i>Village of Sauget v. Cohn</i> , 241 Ill. App. 3d 640 (5th Dist. 1993).....	28
<i>Walls v. VRE Chicago Eleven, LLC</i> , 344 F. Supp. 3d 932 (N.D. Ill. 2018)	29
B. Buds’ Compliance With Other Laws is Irrelevant Because it Aided and Abetted the Shooter’s Violation of the Highland Park Ordinance.	31
15 U.S.C. § 7903.....	32
18 U.S.C. § 922.....	33

<i>Abramski v. United States</i> , 573 U.S. 169 (2014).....	32
<i>Timperio v. Bronx-Lebanon Hospital Center</i> , 384 F. Supp. 3d 425 (S.D.N.Y. 2019)	32
V. The Uvaldo Plaintiffs’ Negligent Entrustment Claims Are Beyond the Scope of This Appeal, and the Circuit Court Properly Rejected All of Buds’ Arguments Regarding These Claims (Waived, Forfeited, & Uncertified Questions).	33
15 U.S.C. § 7903.....	34
A. Buds’ Request for This Court to Reach Beyond the Scope of This Appeal and Address Negligent Entrustment Borders on Frivolous....	35
1. Buds waived and forfeited its arguments opposing the Uvaldo Plaintiffs’ negligent entrustment claims.	35
<i>Buenz v. Frontline Transp. Co.</i> , 227 Ill. 2d 302 (2008)	35
<i>Sullivan v. Edward Hosp.</i> , 209 Ill. 2d 100 (2004)	35
2. The circuit court correctly held that Buds’ proposed questions regarding negligent entrustment depend on the specific facts of this case and are therefore inappropriate for Rule 308 review.	36
<i>Combs v. Schmidt</i> , 2015 IL App (2d) 131053	36
B. The Uvaldo Plaintiffs Adequately Plead Negligent Entrustment Claims That May Proceed Under PLCAA.	37
1. The Uvaldo Plaintiffs’ allegations state claims for negligent entrustment under Illinois law.	37
<i>City of Chicago v. Beretta</i> , 213 Ill. 2d 351 (2004)	39, 40
<i>In re Academy, Ltd.</i> , 625 S.W.3d 19 (Tex. 2021).....	39
Restatement (Second) of Torts § 390 (1965)	37, 38, 39
<i>Riordan v. Int’l Armament Corp.</i> , 132 Ill. App. 3d 642 (1st Dist. 1985)	39

<i>Watson v. Enterprise Leasing Co.</i> , 325 Ill. App. 3d 914 (1st Dist. 2001)	37, 38
<i>Wisnasky v. CSX Transp., Inc.</i> , 2020 IL App (5th) 170418	39
<i>Zedella v. Gibson</i> , 165 Ill. 2d 181 (1995)	39
2. The Uvaldo Plaintiffs’ negligent entrustment claims fall within PLCAA’s negligent entrustment exception.	40
15 U.S.C. § 7903	40
<i>Adames v. Sheahan</i> , 233 Ill. 2d 276 (2009)	41
<i>Phillips v. Lucky Gunner, LLC</i> , 84 F. Supp. 3d 1216 (D. Colo. 2015)	42
<i>Soto v. Bushmaster Firearms, Int’l, LLC</i> , 2016 WL 8115354 (Conn. Super. Oct. 14, 2016), <i>rev’d in part</i> , 331 Conn. 53 (2019)	41, 42
<i>Wiley Wiley, Co-Trustees for Wiley v. Fleet Farm LLC</i> , 799 F. Supp. 3d 860 (D. Minn. 2025)	41
CONCLUSION	43
CERTIFICATE OF COMPLIANCE	
CERTIFICATE OF FILING AND SERVICE	

NATURE OF THE ACTION

Plaintiffs are victims of the July 4, 2022, mass shooting in Highland Park and their families. In 25 consolidated cases, Plaintiffs alleged that Budsgunshop.com, LLC (“Buds”), an online firearms retailer, sold the assault rifle used in the shooting to Robert Crimo, III (“the Shooter”) despite multiple red flags—including knowledge that he lived in a jurisdiction that banned possession of such weapons. A2.¹ The circuit court denied Buds’ motion to dismiss and certified one question for interlocutory appeal under Illinois Supreme Court Rule 308. A13, A29-31. Following a supervisory order from the Illinois Supreme Court, this Court granted Buds’ application for leave to appeal. This appeal is on the pleadings.

¹ This brief denotes Buds’ opening brief as “Buds Br. __,” its attached appendix as “A __,” and the supporting record submitted with Buds’ Rule 308 application as “C __.” The supplemental supporting record filed with Plaintiffs’ Rule 308 answer is “Supp. C __,” And Plaintiffs’ Supplemental Appendix attached to this brief is “Supp. A __.”

Complaint citations refer to paragraphs of the First Amended Complaint filed in *Roberts v. Smith & Wesson Brands, Inc.*, No. 22-LA-00000487, at Supp. C1-71. Except as noted, the Roberts Amended Complaint is sufficiently representative of all Plaintiffs’ allegations for purposes of the present analysis.

ISSUE PRESENTED FOR REVIEW

The Protection of Lawful Commerce in Arms Act, 15 U.S.C. §§ 7901-03 (“PLCAA”), protects licensed firearms sellers from certain civil lawsuits where harm results from the criminal or unlawful misuse of a firearm by a third party. The single certified question in this appeal concerns the application of one exception to that law: the predicate exception, which permits lawsuits against a firearms seller that knowingly violates a statutory provision applicable to the sale or marketing of firearms. The certified question is:

Whether a municipal ordinance banning the possession of certain firearms within the geographic boundaries of the enacting municipality is a “statute applicable to the sale or marketing of” firearms that takes place entirely outside of the municipality for purposes of 15 U.S.C. §7903(5)(A)(iii) [the predicate exception to the Protection of Lawful Commerce in Arms Act]?

C450.

JURISDICTIONAL STATEMENT

This Court has jurisdiction under Rule 308 over the single question that the circuit court certified on June 5, 2025. C450-51. Buds timely filed with this Court an application for leave to appeal on July 7, 2025. A33; *see* Ill. Sup. Ct. R. 308(b). This Court initially denied the application for leave to appeal, but, following a supervisory order from the Illinois Supreme Court, granted the application. *See* A53.

Buds purports to break the single certified question into three separate issues:

- (a) whether a municipal ordinance constitutes “a [State] statute” under the [Protection of Lawful Commerce in Arms Act];
- (b) whether an ordinance limited to conduct within a municipality may apply to – or be violated by – a firearm transfer occurring entirely outside the municipality’s borders; and
- (c) whether a claim for aiding and abetting a violation of a municipal ordinance impermissibly expands the ordinance’s extraterritorial reach where the alleged aiding-and-abetting conduct occurred entirely outside the municipality’s borders.

Buds Br. 2. The first “issue”—whether a municipal ordinance constitutes a “State” statute under PLCAA’s predicate exception—is a separate question that the circuit court specifically declined to certify. C447-49 (declining to certify Question 2).

For the first time in connection with this appeal, Buds also briefs new and unrelated issues that the circuit court did not certify and that Buds waived by failing to raise in its application or petition for leave to appeal: (1) whether it “knowingly” aided and abetted the Shooter’s violation of the Highland Park ordinance prohibiting his possession of the assault rifle, as PLCAA requires; (2) whether the circuit court correctly concluded that the Uvaldo Plaintiffs stated claims for negligent entrustment under Illinois law; and (3) whether the Uvaldo Plaintiffs’ allegations satisfy a separate, distinct exception to

PLCAA for negligent entrustment claims. Buds Br. 2-3, 11; C447-49 (declining to certify Questions 5 and 6 on negligent entrustment and showing that Buds did not seek certification of whether it “knowingly” aided the Shooter’s illegal possession of the firearm); *see City of Chi. Heights v. Living Word Outreach Full Gospel Church & Ministries, Inc.*, 196 Ill. 2d 1, 26 (2001) (concluding that issue not raised in petition for leave to appeal was waived).

This Court lacks jurisdiction over all uncertified issues. *Combs v. Schmidt*, 2015 IL App (2d) 131053, ¶ 6. Here, this includes questions that the circuit court expressly declined to certify and issues that Buds waived and forfeited by failing to raise in this appeal until now. *See* Buds Br. 2-3, 11; C449-49. As explained in Section I below, the narrow exception to Rule 308’s jurisdictional limitation does not apply to these issues, so the Court should not reach them.

STATEMENT OF FACTS

These cases stem from a tragedy that has left the Highland Park community mourning lost lives, coping with catastrophic injuries, and suffering ongoing mental anguish. Supp. C2 ¶¶ 1-3. On July 4, 2022, a 21-year-old carried out a devastating attack during the town's Fourth of July parade, using a Smith & Wesson Military & Police ("M&P") 15 assault rifle. Supp. C2 ¶ 3. The Shooter bought his weapon on the Internet from Buds, a distributor of firearms and a federally licensed firearms dealer. Supp. C8 ¶ 25. Headquartered in Kentucky, Buds is a massive e-commerce firearms seller, touting itself as "America's #1 Online Retailer of Firearms, Ammunition, and Accessories." *Id.* ¶¶ 25-26. Buds partners with firearms manufacturers and local gun stores to sell firearms across the United States. Supp. C1236 ¶¶ 246-47 (Uvaldo Complaint).

As a federally licensed dealer, Buds is regulated by the federal Gun Control Act, state law, and local law, and is "charged with and obligated to know the relevant firearm laws," including local ordinances. Supp. C59 ¶ 253. At issue here is Highland Park's ordinance providing in relevant part that: "No person shall . . . acquire or possess any Assault Weapon." Highland Park, Ill. Code of Ordinances § 136.005 ("the Ordinance"). Buds was specifically aware of this ordinance. Supp. C58-59 ¶¶ 247, 253-54. The Ordinance was included in the Bureau of Alcohol, Tobacco, Firearms and Explosives' ("ATF") published compilation of "State Laws and Published Ordinances," which Buds is expected to consult as part of its obligations as a federally licensed dealer. Supp. C59 ¶ 253. At all relevant times, the Ordinance was also featured on Buds' website in a chart of local Illinois gun laws that Buds posted, Supp. A2-3—which Buds prefaced with a bolded

warning that “the firearm [that customers] purchase must be compliant” to be shipped, Supp. A1.²

Yet in early 2020, Buds sold an assault rifle (the M&P 15) to the then 19-year-old Shooter who lived in Highland Park where it was illegal to possess the weapon. Supp. C32 ¶ 103, Supp. C36 ¶ 118, Supp. C38 ¶¶ 127-29. In completing this online sale, Buds collected specific information about the Shooter, including information about where he lived. The Shooter twice provided Buds with his Highland Park address—once when setting up his online account and a second time when providing his billing address. Supp. C38 ¶ 127.³ Buds therefore knew that the Shooter wanted an assault rifle despite being prohibited from possessing one in the municipality where he lived. Supp. C58 ¶ 247. Buds also knew that the Shooter was a 19-year-old male who wanted the brand of assault rifle most associated with mass shootings. Supp. C1238 ¶ 257, Supp. C1274 ¶ 424 (Uvaldo Complaint). Buds further “knew or should have known that young men had carried out some of the most horrific mass shootings in U.S. history,” and that “[t]he shooter’s age put him in the demographic that had used the M&P 15 to carry out these shootings.” C389. Despite these red flags, *id.*, Buds sold the M&P assault rifle to the Shooter. As federal law

² Buds’ website included the chart as early as 2018. Supp. A1. Buds produced this chart in discovery, and the current version of it is publicly available on Buds’ website. *See* BudsGunShop, Illinois Restrictions, https://www.budsgunshop.com/feeds/state_reg/illinois_restrictions.pdf (last visited June 25, 2026).

³ Prior to the shooting, the Shooter was associated with two addresses—one in Highwood and one in Highland Park. *See* Supp. C9 n.5. Plaintiffs alleged that he resided in Highwood during the relevant time. Supp. C9 ¶ 28 & n.5. Because Buds has since produced discovery showing that the Shooter provided it with a Highland Park address, this brief refers to his place of residency as Highland Park for the sake of accuracy. This distinction makes no difference in this appeal, however, because—as Plaintiffs noted in their complaints—both Highwood and Highland Park have identical prohibitions on the possession of assault weapons. Supp. C58 ¶ 245; *see* Highwood’s Code of Ordinances, Tit. 6, § 6-7-2(A).

requires, Buds then shipped the assault rifle to the Shooter via defendant Red Dot Arms, Inc., a retail gun store located in Lake County, Illinois, which completed the transfer to the Shooter. Supp. C38 ¶¶ 128-29.

On July 4, 2022, Highland Park held its first Fourth of July parade since the COVID-19 pandemic and since the Shooter bought the M&P assault rifle in 2020. Supp. C2 ¶ 1. The Shooter perched on a nearby roof with the weapon that Buds sold him. *Id.* ¶¶ 1-3. He fired eighty-three shots into the crowd of parade-goers in a matter of seconds—killing seven people, wounding forty-eight others, and forever traumatizing an entire community. *Id.*

Following the shooting, Plaintiffs sued Buds and other defendants. A2. Plaintiffs allege that Buds (1) knew that the Shooter resided in Highland Park; (2) knew that Highland Park had an ordinance prohibiting the possession of the rifle within its borders; and (3) sold the Shooter the rifle anyway, knowing that it was illegal to possess it where he resided. Supp. C38 ¶ 127, Supp. C57-58 ¶¶ 242-47. All Plaintiffs sued Buds for negligence based on its conduct of aiding and abetting the Shooter's illegal possession of the rifle in Highland Park, as well as for in-concert liability. Supp. C57-62 (Counts V, VI). The Uvaldo Plaintiffs also brought negligent entrustment claims against Buds, alleging that it sold the firearm to the Shooter despite several red flags, including that the Shooter demonstrated a willingness to disregard the law by seeking to purchase an assault rifle that he was prohibited from possessing in the area where he lived, fell within an age demographic common among mass shooters, and sought to purchase the specific brand of assault rifle that had become a weapon of choice for mass shooters. Supp. C1286-88 ¶¶ 462-475 (Count XVI) (Uvaldo

Complaint).⁴ Buds moved to dismiss the complaints, arguing in relevant part that Plaintiffs' claims were barred by the Protection of Lawful Commerce in Arms Act and had failed to state certain claims under Illinois law. A2; C208.

As explained more below, PLCAA contains six exceptions. When a plaintiff's allegations fit any one of these six exceptions, PLCAA's protections do not apply. *See* 15 U.S.C. §§ 7902, 7903(5)(A)(i-vi). Two exceptions were at issue in Buds' motion to dismiss before the circuit court: PLCAA's predicate exception and its negligent entrustment exception. *See* C215, 219. The predicate exception allows civil liability claims to proceed against gun industry actors where they "knowingly violate[] a State or Federal statute applicable to the sale or marketing of" firearms. 15 U.S.C. § 7903(5)(A)(iii). The plain text of the predicate exception permits claims based on aiding and abetting a principal's statutory violation. *Id.* § 7903(5)(A)(iii)(II). The negligent entrustment exception in 15 U.S.C. § 7903(5)(A)(ii) separately permits claims against a seller that "suppl[ied]" a firearm "for use by another person when the seller knows, or reasonably should know, the person to whom the product is supplied is likely to, and does, use the product in a manner involving unreasonable risk of physical injury to the person or others." 15 U.S.C. § 7903(5)(B) (defining negligent entrustment).

On April 1, 2025, the circuit court denied Buds' motion to dismiss. C378. The court concluded that Plaintiffs had sufficiently alleged that Buds acted in concert with and aided and abetted the Shooter's violation of the Ordinance. C385-90. In addition, the circuit court held that the claims fell within PLCAA's predicate exception and Buds was therefore not

⁴ Although the Uvaldo Plaintiffs are the only plaintiffs in these cases who pled formal claims for negligent entrustment, all Plaintiffs allege similar factual bases for such claims. *E.g.*, Supp. C28-31 ¶¶ 89-98.

entitled to immunity under PLCAA, relying on the statute’s plain text. C385-89. The court also ruled that the Uvaldo Plaintiffs stated claims for negligent entrustment under Illinois law because they alleged a “number of red flags” that “Buds knew or should have known would make it likely for the shooter to use the rifle in a manner involving unreasonable risk of injury to others.” C389. The court further determined that the Uvaldo Plaintiffs’ negligent entrustment claims could proceed under the separate negligent entrustment exception to PLCAA because “Buds sold the rifle to the shooter” and, therefore, supplied the rifle “for use to the shooter after he purchased it from them.” C389-90.

Buds then moved to certify ten questions for interlocutory appeal. C404-19. The circuit court certified one of those questions:

Whether a municipal ordinance banning the possession of certain firearms within the geographic boundaries of the enacting municipality is a “statute applicable to the sale or marketing of” firearms that takes place entirely outside of the municipality for purposes of 15 U.S.C. § 7903(5)(A)(iii) [PLCAA’s predicate exception]?

C450.⁵ The circuit court declined to certify any other questions.⁶

⁵ The circuit court also certified six questions as to the Smith & Wesson defendants. That appeal is pending before this Court in Case No. 2-25-0274.

⁶ On July 30, 2025, after filing its application for leave to appeal in this Court, Buds moved the circuit court to reconsider its motion to dismiss order and its order denying certification of several questions. Supp. C1887. Buds argued that Plaintiffs failed to allege conduct constituting aiding and abetting of the Shooter’s illegal firearm possession. Supp. C1896. The circuit court denied Buds’ motion, *see* Order, *Roberts v. Budsgunshop.com, LLC*, No. 22 LA 0000487 (Cir. Ct. Lake Cnty. Oct. 30, 2025), and Buds did not appeal it, so the question of whether Plaintiffs sufficiently alleged aiding-and-abetting is not part of this appeal.

ARGUMENT

I. This Court's Review Under Rule 308 Is Limited to the Single Certified Question.

Rule 308 provides a limited exception to the general rule that only final orders may be appealed. *Morrissey v. City of Chi.*, 334 Ill. App. 3d 251, 257 (1st Dist. 2002). Because questions certified under Rule 308 must present issues of law, this Court's review is *de novo*. *Combs*, 2015 IL App (2d) 131053, ¶ 10. Where, as here, the circuit court's certified question stems from its motion-to-dismiss order, the Court accepts Plaintiffs' well-pleaded allegations as true and draws all reasonable inferences in their favor. *See Wisnasky v. CSX Transp., Inc.*, 2020 IL App (5th) 170418, ¶ 22.

Under Rule 308, the Court is "strictly limited to the certified question presented to the court." *Giangiulio v. Ingalls Mem'l Hosp.*, 365 Ill. App. 3d 823, 829 (1st Dist. 2006). If answering a question will "depend[] upon the underlying facts of a case" or "will result in an answer that is advisory or provisional, the certified question should not be reached." *Rozsavolgyi v. City of Aurora*, 2017 IL 121048, ¶ 21. These limits are "jurisdictional." *Combs*, 2015 IL App (2d) 131053, ¶ 6. Accordingly, the "propriety of any particular order of the trial court is not before [this Court]." *Id.*

The Court, moreover, does not "expand the question under review to answer other, unasked questions," *Larsen v. Provena Hosp.*, 2015 IL App (4th) 140255, ¶ 16 (citation omitted), or permit an appellant to "disregard the questions certified by the court and instead rewrite those questions as it sees fit," *id.* at ¶ 39. This Court and its sister districts have thus repeatedly declined to address uncertified questions in Rule 308 appeals. *See, e.g., Doe v. Cath. Bishop of Chi.*, 2017 IL App (1st) 162388, ¶ 4 ("declin[ing] to address any issues that were raised in the briefs outside of the certified question"); *Hudkins v. Egan*,

364 Ill. App. 3d 587, 590, 592 (2d Dist. 2006) (limiting review “to the question certified” and “mak[ing] no determination” on the “propriety of the trial court’s denial of [defendant’s] motion to dismiss”). That the Illinois Supreme Court directed this Court to grant Buds application (which did not even contain all the issues that it belatedly tries to raise now) makes no difference. *See Wisnasky*, 2020 IL App (5th) 170418, ¶¶ 19, 36-37 (after Supreme Court directed appellate court to allow interlocutory appeal under Rule 308, declining to answer one part of certified question because it included factual issues).

Buds, however, submits that this Court should reach several uncertified issues under a narrow exception to Rule 308’s jurisdictional limit. Buds Br. 10. These include: (1) whether a municipal ordinance can be a predicate statute under PLCAA, (2) whether Buds “knowingly” aided and abetted the Shooter’s violation of the Ordinance (a requirement of PLCAA), and (3) whether the Uvaldo Plaintiffs satisfy the requirements of negligent entrustment under both Illinois law and PLCAA. Buds Br. 10-11; *see* C447-49 (circuit court order declining to certify Questions 1, 5-6).⁷

This Court should not reach these uncertified questions. First, the issues concerning Buds’ “knowing” assistance of the Shooter’s ordinance violation and of negligent entrustment were not only uncertified, but were also not part of Buds’ request for leave to appeal before this Court or the Illinois Supreme Court. “It is quite established that issues

⁷ Buds also injects another topic into its second issue presented: whether the “circuit court erred . . . in denying Buds’ motion to dismiss on PLCAA immunity grounds, where plaintiffs’ allegations fail to satisfy” the predicate exception. Buds Br. 3. But the predicate exception contains certain requirements that are not at issue in the certified question and about which Buds either has not presented any substantive arguments or never appealed, such as whether Plaintiffs alleged that its illegal conduct proximately caused Plaintiffs’ harm. Thus, Buds has waived any arguments concerning PLCAA’s predicate exception that it failed to present in its application or petition. *See City of Chi. Heights*, 196 Ill. 2d at 26.

not presented in the petition for leave to appeal are not properly before th[e] court and are deemed waived.” *Sullivan v. Edward Hosp.*, 209 Ill. 2d 100, 125 (2004). Accordingly, Buds has waived these arguments. *See infra* Section V.A.1.

Second, Buds fails to justify reaching any of the uncertified issues. Under the “rare” exception to Rule 308, *Giangiulio*, 365 Ill. App. 3d at 829, a reviewing court can “consider the appropriateness of the order giving rise to the appeal” if “the interests of judicial economy and the need to reach an equitable result so require,” *Combs*, 2015 IL App (2d) 131053, ¶ 8. Buds contends that these requirements are satisfied because the uncertified issues “are inseparable from the propriety of the order denying [PLCAA] immunity.” Buds Br. 10. But it does not explain why these issues are “inseparable,” and, in fact, omitted the “knowing” violation and negligent entrustment issues from its application and petition—showing that they are in fact separate from the rest of its appeal. Moreover, the mere fact that the underlying order turned on multiple issues cannot be enough to invoke this exception to Rule 308. That would render the circuit court’s decision to certify only some issues meaningless, and would effectively require this Court to review every question that an appellant poses concerning the merits of the underlying order. *Cf. Missouri Pac. R. Co. v. Int’l Ins. Co.*, 288 Ill. App. 3d 69, 84 (2d Dist. 1997) (declining to address uncertified issues where underlying order “addressed a variety of issues” but trial court only certified questions on some of the issues).

Buds’ own citations applied this exception only when the uncertified issue was intertwined with a question properly before the Court. In *Bright v. Dicke*, 166 Ill. 2d 204, 208-09 (1995), the Supreme Court first answered the certified question of whether a circuit court could permit late discovery and then addressed whether, in its underlying order, the

circuit court properly denied leave to file a late discovery response. Both analyses hinged on the application of the same Illinois Supreme Court rule. *Id.* at 209-10. Similarly, in *City of Waukegan v. Illinois EPA*, 339 Ill. App. 3d 963 (2d Dist. 2003), this Court went beyond the certified questions because it could do so by applying the same cases that governed the certified questions and with little additional analysis. *Id.* at 972-73 (affirming underlying dispositive order with no additional analysis and resolving uncertified question involving the “same issues” “for the reasons set forth above”).⁸

Here, by contrast, the proposed uncertified issues involve distinct topics. First, whether PLCAA’s predicate exception encompasses violations of municipal ordinances requires this Court to construe statutory language (“State . . . Statute” and PLCAA’s definition of “State”) that is not at issue in the certified question. Additionally, the answer to this question does not impact the answer to the certified question, which addresses whether conduct outside a governing jurisdiction can qualify as a violation of the predicate exception. *See* C450. The same is true of whether Buds “knowingly” aided the Shooter’s violation of the Highland Park ordinance, which is fact-bound and therefore inappropriate for Rule 308 review for that independent reason. *See Anderson v. Beach*, 386 Ill. App. 3d 246, 253 (1st Dist. 2008) (whether defendant acted “knowingly” is a “factual inquir[y]”). Next, whether the Uvaldo Plaintiffs stated a claim for negligent entrustment involves the fact-dependent question of whether the elements of this Illinois state-law claim are met. It also involves analyzing PLCAA’s negligent entrustment exception, which is wholly

⁸ Buds also cites *P.J.’s Concrete Pumping Serv., Inc. v. Nextel W. Corp.*, 345 Ill. App. 3d 992, 999 (2d Dist. 2004). But as this Court has previously explained when declining to go beyond the certified question, in *P.J.’s Concrete* the propriety of the trial court’s class certification order was “intertwined” with the certified question on class certification. *Spears v. Ass’n of Illinois Elec. Co-op.*, 2013 IL App (4th) 120289, ¶ 45.

distinct from the predicate exception and implicates a different body of case law. Indeed, Buds acknowledges that the circuit court’s ruling on the Uvaldo Plaintiffs’ negligent entrustment claims “*independently* denied Buds PLCAA immunity.” Buds Br. 24 (emphasis added). Accordingly, the narrow exception to Rule 308’s jurisdictional bar does not apply, and this Court should not reach Buds’ separate, uncertified issues. *See Spears*, 2013 IL App (4th) 120289, ¶ 45 (declining to reach question not “intertwined with the certified question”).

Additionally, Buds’ reliance on PLCAA’s general purpose of shielding the gun industry from some litigation, *see* Buds Br. 10, ignores that PLCAA says nothing about interlocutory appeals and cannot override Rule 308’s jurisdictional requirements. It also ignores that the same Congress that wrote PLCAA’s provisions protecting firearms companies also drafted PLCAA’s six exceptions expressly withholding that protection from companies who act unlawfully, including by aiding and abetting the unlawful possession of firearms or by negligently entrusting firearms. *See* 15 U.S.C. § 7903(5)(A)(ii), (iii).

Finally, Buds is wrong that interlocutory review of the uncertified issues is needed “to reach a just result.” Buds Br. 9. For one, the fact that it did not even mention two of the issues in its requests for leave to appeal in this Court and the Illinois Supreme Court seriously undercuts that claim. Moreover, far from serving judicial economy and equity, resolving the various and distinct topics that Buds proposes would expend judicial resources, unnecessarily complicate this appeal, and further delay the victims of the Highland Park mass shooting from having their day in court on the merits. *Cf. Combs*, 2015 IL App (2d) 131053, ¶¶ 9-10 (declining to go beyond certified questions where doing so

would not be “straightforward” and would require “consideration of the factual context”). This Court should thus confine its review to the single question certified by the circuit court. If, however, this Court reaches the uncertified issues, it should rule in Plaintiffs’ favor.

II. PLCAA’s Predicate Exception Allows Certain Claims Based on Knowing Violations of Qualifying Statutes (Statutory Background).

It is essential to understand PLCAA’s predicate exception to resolve the certified question. The Protection of Lawful Commerce in Arms Act is a federal statute that protects licensed firearms sellers from certain kinds of civil lawsuits. As the title of the statute provides, PLCAA protects only sellers who acted *lawfully*. To serve PLCAA’s aim of protecting lawful commerce in arms, PLCAA only requires the dismissal of claims against a licensed gun store like Buds in a “qualified civil liability action,”⁹ if the lawsuit does not fall within one of PLCAA’s six exceptions. 15 U.S.C. §§ 7902(a), 7903(5)(A).

The exception referred to in the only certified question is the “predicate exception.” It allows a plaintiff to bring a case against a firearms seller that has knowingly violated a state or federal statute “applicable to the sale or marketing of” firearms:

The term “qualified civil liability action” . . . shall not include . . . an action in which a manufacturer or seller of a qualified product knowingly violated a State or Federal statute applicable to the sale or marketing of the product, and the violation was a proximate cause of the harm for which relief is sought

15 U.S.C. § 7903(5)(A)(iii). “This exception has come to be known as the ‘predicate exception,’ because a plaintiff not only must present a cognizable claim, he or she also

⁹ The parties agree that the underlying lawsuits would meet PLCAA’s general definition of “qualified civil liability action” if one of PLCAA’s exceptions did not apply. 15 U.S.C. § 7903(5)(A).

must allege a knowing violation of a ‘predicate statute.’” *Ileto v. Glock, Inc.*, 565 F.3d 1126, 1132 (9th Cir. 2009) (citations omitted). In some cases, the predicate statute provides the cause of action; in others, the cause of action is a common-law claim arising out of a statutory violation. *Compare Soto v. Bushmaster Firearms Int’l, LLC*, 202 A.3d 262, 325 (Conn. 2019) (Connecticut Unfair Trade Practices Act served as both predicate statute and cause of action), *with Prescott v. Slide Fire Sols., LP*, 410 F. Supp. 3d 1123, 1129, 1137-38, 1139 n.9, 1140-43 (D. Nev. 2019) (pairing negligence cause of action with violation of Nevada Deceptive Trade Practices Act). In these cases, the causes of action are negligence and in-concert liability, while the predicate violation is aiding and abetting the Shooter’s illegal possession of an assault rifle in violation of the Ordinance.

The predicate exception serves PLCAA’s purpose to protect only lawful firearms commerce by permitting lawsuits where gun industry members knowingly violate statutes applicable to them. Further, PLCAA’s predicate exception provides two illustrative, though not exhaustive, examples of the kinds of cases that may proceed. 15 U.S.C. § 7903 (5)(A)(iii)(I-II). One of these examples specifically shows that a case in which a seller aids, abets, or conspires with any other person to sell a firearm, knowing that the buyer of the firearm is prohibited from possessing it, satisfies the predicate exception. *Id.* § 7903(5)(A)(iii)(II).

With this background established, this brief now turns to Buds’ arguments concerning the predicate exception. For this Court’s convenience, Plaintiffs address those arguments (including on uncertified topics) in the order presented by Buds.

III. The Ordinance is a “State . . . Statute” Under PLCAA Because It Was Enacted by a Political Subdivision of Illinois (Uncertified Question).

As discussed above, the circuit court explicitly declined to certify the issue of whether a violation of a municipal ordinance can satisfy the predicate exception because PLCAA’s plain text conclusively answers the question. This question is therefore outside the scope of this appeal and the Court does not have jurisdiction to answer it. *See supra* Section I. If, however, the Court considers this issue, it should conclude that a municipal ordinance can satisfy the predicate exception.

A. PLCAA’s Explicit Definition of “State” Includes Municipal Ordinances.

PLCAA’s plain text makes clear that the Ordinance may serve as a predicate violation. In relevant part, the predicate exception permits lawsuits where a seller “knowingly violated a State . . . statute applicable to the sale or marketing of the product.” 15 U.S.C. § 7903(5)(A)(iii). PLCAA further defines “State” (which modifies “statute”) to mean “each of the several States of the United States, the District of Columbia, [any territories or possessions], *and any political subdivision of any such place.*” *Id.* § 7903(7) (emphasis added). This definition is significant because “[w]hen Congress takes the trouble to define the terms it uses, a court must respect its definitions as virtually conclusive.” *Dep’t of Agric. Rural Dev. Rural Hous. Serv. v. Kirtz*, 601 U.S. 42, 59 (2024) (cleaned up). Municipalities are included within PLCAA’s definition of “State” because a municipality plainly is “a political subdivision of the State from which its authority derives.” *United Bldg. & Const. Trades Council of Camden Cnty. & Vicinity v. Mayor & Council of City of Camden*, 465 U.S. 208, 215 (1984). Accordingly, it follows that a municipal ordinance is a “State . . . statute” within the meaning of PLCAA’s predicate exception.

In addition to PLCAA’s clear definition of “State,” the ordinary meaning of “statute” encompasses local legislation passed by municipalities. *See Statute, Black’s Law Dictionary* (12th ed. 2024) (defining “statute” as “[a] law enacted by a legislative body; specif., legislation enacted by any lawmaking body, such as a legislature, administrative board, or municipal court”). Thus, legislation passed by a municipality such as Highland Park—a political subdivision of Illinois—qualifies as a predicate “statute,” as that term is used in PLCAA’s predicate exception. Indeed, the U.S. Supreme Court has held that a “municipal ordinance is a ‘State statute’ for purposes” of a federal law governing its jurisdiction. *City of New Orleans v. Dukes*, 427 U.S. 297, 301 (1976); *see also Segundo v. Rancho Mirage City*, 873 F.2d 1277, 1278 (9th Cir. 1989) (“The Supreme Court long ago recognized that municipal ordinances are a form of state statutory power.”).

Buds’ contrary arguments ignore, and are divorced from, PLCAA’s plain text. It claims that “[n]othing in the text of PLCAA suggests that Congress intended to depart from” what it asserts is the “ordinary and longstanding usage” of “state statute.” Buds Br. 12. That assertion omits the controlling statutory definition at issue and is therefore wrong. Buds is also incorrect about the plain meaning of “statute,” because, as just explained, the ordinary meaning of “statute” does encompass local ordinances. But even if Buds were right on that point, its argument would fail. The Supreme Court has held that, “[w]hen a statute includes an explicit definition, we must follow that definition, even if it varies from a term’s ordinary meaning.” *Digit. Realty Tr., Inc. v. Somers*, 583 U.S. 149, 160 (2018) (cleaned up). In short, Congress’s definition of “State” as including political subdivisions of U.S. states controls.

Because Congress included an explicit definition of “State,” which modifies “statute,” decisions that Buds cites construing different language without defined terms are inapposite. For example, *Int’l Paper Co. v. Inhabitants of Town of Jay*, 887 F.2d 338, 340 (1st Cir. 1989), held that 28 U.S.C. § 2403(b)—which permits a State to intervene in cases involving the “constitutionality of any statute of that State affecting the public interest”—does not include local ordinances. The court noted that the different phrase “‘statute of [the] State’ precisely describes enactments of the state legislature” and has a “strict meaning.” *Id.* at 341 (alteration in original). Further, the court explained that “[a] major reason” for its holding was that Section 2403 requires “the giving of special notice to the state Attorney General,” meaning that laws of *statewide* interest were implicated. *Id.* The circumstances here are entirely different. PLCAA’s definition of “State” as including “political subdivisions” of U.S. states expressly signifies that ordinances and laws subordinate to the state level can be predicate violations.

Similarly, *Wood v. City of Chicago*, 205 Ill. 70, 71-2 (1903), is inapposite because the Court interpreted a jurisdictional law referencing “the validity of a statute” without the aid of any specific definitions. Moreover, as the circuit court correctly recognized, the “deciding factor” here is what *Congress* meant by the phrase “State . . . statute” in PLCAA, a federal statute, C449, not how Illinois courts have interpreted the term “statute” in other contexts. In any event, Buds’ reliance on this century-old case is misplaced, given that the Illinois Supreme Court recognized in 2009 that courts have interpreted the word “statute” in different ways and therefore courts must look at the context of the relevant legislation to determine its meaning. *See Landis v. Marc Realty, LLC*, 235 Ill. 2d 1, 10-12 (2009)

(adopting a broad interpretation of the word “statutory” that included ordinances and explaining that the term “statute” has different meanings depending on context).

In short, PLCAA’s explicit definition of “State” as including “political subdivisions” of U.S. states controls and brings the Ordinance within PLCAA’s predicate exception.

B. Because PLCAA Explicitly Defines “State,” Canons of Statutory Construction Are Irrelevant, But Favor Plaintiffs Regardless.

Buds next resorts to canons of statutory construction that go beyond PLCAA’s plain text, *see* Buds Br. 13-14, but those are irrelevant because Congress’s specific definition is clear and unambiguous, *see People v. Daniel*, 283 Ill. App. 3d 1003, 1009 n.2 (1st Dist. 1996) (“Both common sense and well-established principles of statutory construction require the application of the only definition explicitly given in a statute.”). Even if such canons were relevant, however, they favor reading “State . . . statute” to include “ordinances.”

First, Buds attempts to rely on the canon of meaningful variation. *See* Buds Br. 13-14. It claims that, because Section 7903(9) of PLCAA defines “unlawful misuse” as “violat[ing] a statute, ordinance, or regulation,” Congress must have meant to exclude “ordinance” from PLCAA’s use of the phrase of “State . . . statute.” *Id.* at 13. Buds’ analysis overlooks the fact that, unlike the predicate exception, Section 7903(9) does not include the word “State” before “statute” and does not include any relevant definitions. *See* 15 U.S.C. §§ 7903(7), (9). There is thus no conflict between Section 7903(9)’s use of the term “ordinance” and the circuit court’s correct interpretation of the *different phrase* “State . . . statute” in Section 7903(5)(A)(iii) as including ordinances.

Second, the canon against surplusage favors Plaintiffs, not Buds. Buds claims that “if ‘statute’ already encompassed municipal ordinances, Congress’s separate reference to ‘ordinance’” in Section 7903(9)’s unlawful misuse provision “would serve no purpose.” Buds Br. 13. Here, Buds misses the point: it is not the undefined term “statute” on its own that determines the meaning of the predicate exception—it is Congress’s specific definition of “*State*” (modifying statute) as including laws enacted by “political subdivisions” of U.S. states. 15 U.S.C. § 7903(7). In fact, if anything, the canon against surplusage supports Plaintiffs’ reading. Buds’ position reads a significant portion of Congress’s chosen definition of “*State*” out of the predicate exception. If the predicate exception does not encompass local ordinances, then the definition of “*State . . . statute*” referencing “political subdivisions” is meaningless because ordinances are the statutory laws enacted by political subdivisions such as counties and cities.

Third and finally, interpreting “*State . . . statute*” as including ordinances fully aligns with PLCAA’s purpose. PLCAA’s sponsors made clear that the law was meant to permit lawsuits where gun industry members acted unlawfully, including by violating local laws. For example, a cosponsor of the legislation noted that conduct constituting “gross negligence” would “be a violation of Federal, State or *local law*, and therefore would not receive the protection of” PLCAA. 151 Cong. Rec. S9228 (daily ed. July 28, 2005) (statement of Sen. Orrin Hatch) (emphasis added); *see also* 151 Cong. Rec. H9009 (statement of cosponsor Rep. Gene Green) (PLCAA “only protects legitimate businesses that comply with Federal, State and local firearm laws”); 151 Cong. Rec. S9089 (daily ed. July 27, 2005) (Statement of Sen. Larry Craig) (stating that PLCAA “does not protect any member of the gun industry from lawsuits for harm resulting from any illegal actions they

have committed.”). The legislative history is therefore consistent with Congress’s clear and unambiguous definition of “State” as including laws enacted by municipalities, such as the Ordinance. *See Watson v. Legacy Healthcare Fin. Servs., LLC*, 2021 IL App (1st) 210279, ¶ 62 (explaining that, although the Court need not consider it where statutory text is clear, the legislative history “support[ed]” its interpretation of plain text).

PLCAA’s legislative history is also consistent with regulations governing licensed firearms retailers like Buds, which make clear that compliance with local firearm laws is a critical part of a gun company’s job. For example, the ATF compiles local firearms ordinances for licensed gun sellers free of charge so the gun stores can follow them. 27 C.F.R. § 478.24(a) (“The Director shall annually revise and furnish Federal firearms licensees with a compilation of State laws and published ordinances which are relevant” to the enforcement of ATF regulations.). The ATF therefore makes ordinances “readily accessible to regulated parties,” Buds Br. 14, despite Buds’ apparent complaint otherwise. Unsurprisingly, then, Buds has not identified any reason why Congress would immunize violations of local gun laws, and indeed the opposite is true.

C. Buds Had Actual Knowledge of the Highland Park Ordinance Before It Sold the M&P 15 to the Shooter.

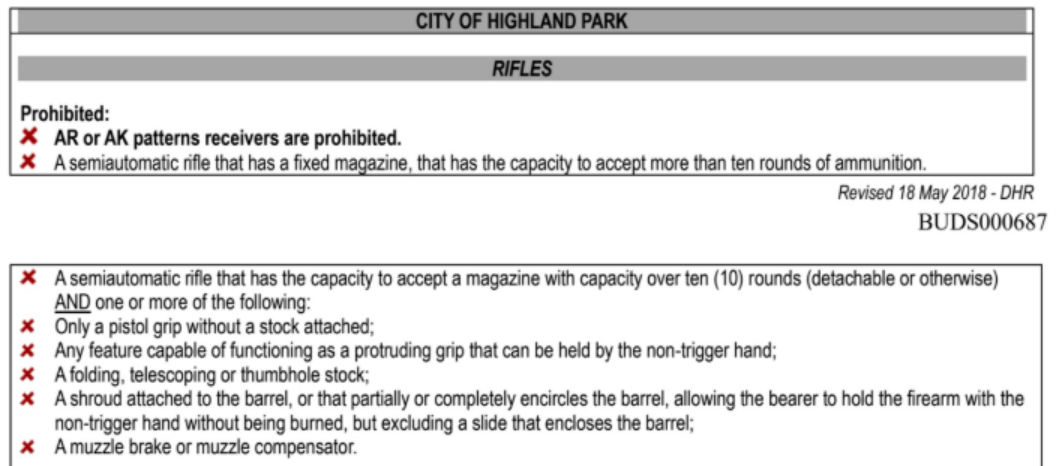
Buds argues that a predicate statute cannot include a municipal ordinance because Buds does not have “meaningful access to, and the ability to ascertain” municipal law, and thus cannot “knowingly” violate municipal law, as PLCAA requires for a predicate violation. Buds Br. 14-15. In passing, Buds also suggests that Plaintiffs failed to allege that it “knowingly” aided and abetted the Shooter’s violation of the Ordinance, but then fails to present any further argument on the topic. *Id.* at 11. At the threshold, whether Plaintiffs have pled a “knowing” violation as PLCAA requires was not certified under Rule 308, and

Buds never even sought certification of that question. *See* C447-48. It is also waived because Buds never mentioned it in its requests for appeal, and is fact-bound (and thus inappropriate for Rule 308 review). *See supra* Section I.

Turning to the merits of Buds’ argument that it cannot ascertain municipal law, that contention is wrong for multiple reasons. First, it rests on the incorrect premise that “knowingly” violating an ordinance requires knowledge of the contents of the ordinance and that its conduct was illegal. But it is black-letter law that the term “‘knowingly’ merely requires proof of knowledge of the facts that constitute the offense.” *Bryan v. United States*, 524 U.S. 184, 193 (1998); *accord United States v. Stein*, 712 F.3d 1038, 1040-41 (7th Cir. 2013) (collecting cases); *People v. Gupta*, 2024 IL App (3d) 220349-U, ¶ 56. In other words, a violation can be “knowing” even if Buds is ignorant of applicable local laws. In any event, the Gun Control Act makes clear that Buds is obliged to know and follow applicable local laws. *See, e.g.*, 18 U.S.C. § 923(d)(F)(ii)(I) (requiring an applicant for a federal firearms license to certify that it “will comply with the requirements of State and local law applicable to the conduct of its business”). Buds’ additional complaint that it would be impossible to “identify, compile, and monitor the ordinances of municipalities in all 50 states,” Buds Br. 15, rings especially hollow because the ATF does exactly that for licensed firearms sellers by providing them with a collection of published ordinances every year free of charge. *See* Supp. C59 ¶ 253; 27 C.F.R. § 478.24(a). Further, Buds itself compiles these local restrictions and publishes them on its website under the heading “State Restrictions,”¹⁰ showing that it can and does collect these applicable ordinances.

¹⁰ BudsGunShop, State Restrictions, https://www.budsgunshop.com/state_restrictions.php (last visited June 25, 2026).

Second, even the limited factual record eviscerates Buds’ feigned ignorance of the Ordinance. Buds Br. 15. That is so because Buds was *specifically aware* of the Highland Park ordinance that prohibited the then-19-year-old Shooter from possessing the assault rifle where he lived. Buds’ own 2018 Illinois rule book notes the following regarding sales to Highland Park:



Supp. A2-3.¹¹ Buds’ publicly posted Illinois rulebook also emphasized that the “firearm you purchase must be compliant AS IS from the manufacturer before we will ship.” Supp. A1. The Court should therefore disregard Buds’ disingenuous representation that it could not know that the Shooter was prohibited from possessing the firearm in Highland Park. Given Buds’ actual knowledge of the Ordinance prior to the Shooter’s purchase, the court’s passing observation in *Mance v. Sessions*, 896 F.3d 699, 707 (5th Cir. 2018), concerning

¹¹ Although the specific document referenced here is not part of the record on appeal, Plaintiffs are constrained to draw the Court’s attention to it to correct Buds’ suggestion that it did not know about the Ordinance. Moreover, the current version of the Illinois restrictions is publicly available on Buds’ website, *see supra* note 10, and the Court “may take judicial notice of information on a public website even though the information was not in the record on appeal,” *People v. Crawford*, 2013 IL App (1st) 100310, ¶ 118 n.9.

the complexity of *handgun* ordinances is irrelevant. Indeed, *Mance* contrasted the landscape of handgun ordinances to ordinances that apply to rifles like the Shooter’s M&P 15 assault rifle, noting that “federal law requires [licensed firearm dealers] to comply with state and local laws throughout the United States when selling long arms.” *Id.* at 708 (citing 18 U.S.C. § 922(b)(3)(A)).

Finally, Buds elected to be a massive online gun seller who ships firearms across the country (describing itself as the “Internet’s leading retailer for firearms” and asserting that it has “sold and shipped over 2 million firearms”).¹² Supp. C8-9 ¶ 25. It is not a local gun store with a local customer base, which is presumably why it took the trouble to compile, publish, and claim compliance with out-of-state ordinances, including the Ordinance that prohibited its sale to the Shooter. By choosing to become a national online gun seller, Buds voluntarily subjected itself to certain obligations under various state and local laws. It can therefore be held liable when it breaks those laws (including by aiding and abetting their violation) and proximately causes harm.

IV. The Ordinance is “Applicable to the Sale or Marketing of [Firearms]” (Certified Question).

The only certified question in this appeal concerns whether the Ordinance satisfies the predicate exception given that Buds’ own conduct occurred outside of Highland Park. Plaintiffs allege that Buds knowingly aided and abetted the Shooter’s violation of the Ordinance by selling him an assault rifle while knowing that it was illegal for him to possess the weapon where he lived. Supp. C6-7 ¶¶ 16-17, Supp. C38 ¶ 127, Supp. C57-58 ¶¶ 242-47. The circuit court determined that Plaintiffs’ aiding-and-abetting allegations

¹² BudsGunShop, Homepage, <https://www.budsgunshop.com/>.

were “premised on the violation of a statute applicable to the sale or marketing of firearms”—the Ordinance—as PLCAA’s predicate exception requires. C386. Then, because no Illinois appellate court had addressed the issue, the court certified the question of whether an ordinance can be considered “applicable to the sale or marketing of [firearms]” when the firearm’s sale occurred outside the municipality’s boundaries. C450. The answer is “yes,” under PLCAA’s text and basic principles of aiding and abetting liability. Buds’ contrary arguments focus on irrelevant issues, misunderstand aiding and abetting liability, and improperly seek to insert a limitation into PLCAA’s plain text based on a misreading of the law’s legislative history.

A. Plaintiffs’ Aiding and Abetting Allegations Are Permissible Under PLCAA.

To start, PLCAA expressly recognizes that an action can proceed under its predicate exception when a firearms seller aids or abets the violation of a predicate statute. PLCAA includes illustrative examples of violations that satisfy the predicate exception—including, as relevant here, when a gun seller “*aid[s], abet[s], or conspire[s]* with any other person to sell or otherwise dispose of a [firearm], knowing, or having reasonable cause to believe, that the actual buyer of the [firearm] was *prohibited from possessing . . . a firearm.*” 15 U.S.C. § 7903(5)(A)(iii)(II) (emphasis added). The circuit court, citing that illustrative example, correctly recognized that “the plain text [of PLCAA] allow[s] aiding and abetting claims.” C386-87.¹³ In other words, a defendant need not directly violate the predicate

¹³ Buds has abandoned, and thus forfeited, its argument that the predicate exception does not permit claims based on aiding and abetting the illegal *possession* of firearms. *Rainey v. Ret. Bd. of Policemen’s Annuity & Benefit Fund of City of Chi.*, 2024 IL App (1st) 231993, ¶ 49 (citing Ill. Sup. Ct. R. 341(h)(7)). Presumably Buds abandoned the argument because, as the circuit court explained, the predicate exception’s plain text lists aiding and abetting the illegal possession of a firearm as a qualifying example. C386-87 (citing 15 U.S.C.

statute itself for an action to proceed. *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos*, 605 U.S. 280, 286 (2025) (“The predicate violation PLCAA demands may come from aiding and abetting someone else’s firearms offense.”).

Further, there is no doubt that a defendant can aid and abet another individual’s violation of the law of another jurisdiction. This follows from the basic principle (recognized in criminal law) that a defendant can be liable for aiding and abetting a violation even if it did not participate in the principal’s overt act constituting the violation. *See People v. O’Neill*, 272 Ill. App. 3d 178, 181 (2d Dist. 1995). Accordingly, Defendants are routinely held responsible—including in criminal proceedings—when they are situated elsewhere but aid and abet a principal’s violation of a law that operates only in the principal’s jurisdiction. *See, e.g., People v. Govin*, 213 Ill. App. 3d 928, 934 (4th Dist. 1991) (concluding that Illinois court could hear charges that defendant, acting in Florida, aided and abetted another individual’s violation of Illinois law); *Englund v. World Pawn Exchange, LLC*, No. 16CV00598, 2017 WL 7518923, at *5 (Or. Cir. Ct. June 30, 2017) (holding that plaintiffs adequately alleged that online retailer located in Arizona aided and abetted violation of Oregon law); *State v. Hustead*, 538 N.W.2d 867, 871 (Iowa Ct. App. 1995) (holding that criminal defendant who resided and acted in Missouri could be held liable for aiding and abetting crimes in Iowa). And principles of aiding and abetting liability

§ 7903(5)(A)(iii)(II)). Several other courts have likewise permitted claims based on aiding and abetting unlawful firearm possession to proceed under the predicate exception. *See, e.g., Salter v. Meta Platforms, Inc.*, 240 N.Y.S.3d 610, 618-19 (App. Div. 2025) (affirming denial of a motion to dismiss where plaintiffs allege that the manufacturer of a magazine lock aided and abetted the shooter’s unlawful possession of an assault weapon); *Brady v. Walmart Inc.*, No. 8:21-cv-01412, 2022 WL 2987078, at *6–8 (D. Md. July 28, 2022) (concluding that allegations that defendants aided and abetted the violation of a Maryland statute prohibiting “the possession of a rifle or shotgun by a person that,” *inter alia*, “suffers from a mental disorder” satisfied the predicate exception).

apply equally to violations of municipal ordinances. *See Town of Normal v. Stelzel*, 109 Ill. App. 3d 836, 838 (4th Dist. 1982) (recognizing that individuals could aid and abet violation of ordinance). It would be an unjust, and even absurd, result if a company could avoid liability by directing its illegal conduct to a jurisdiction (state or local) other than where it is headquartered.

Buds' contrary arguments misunderstand Plaintiffs' allegations as well as aiding and abetting liability. Initially, Buds' primary argument—that the Ordinance governs conduct only in Highland Park—is irrelevant. *See Buds Br.* 15-16. As explained, Plaintiffs do not allege that Buds directly violated the Ordinance, but that it aided and abetted *the Shooter's* violation of the Ordinance by selling him an assault rifle while knowing that it was illegal for him to possess the weapon where he lived. Indeed, in its certification order, the circuit court explained that whether Buds directly violated the Ordinance was a “different” question than the one it was certifying, and one that did not bear on Plaintiffs' aiding-and-abetting allegations. C449. Buds' cited cases holding that an ordinance applies only within the enacting municipality are thus inapposite, as they concern direct violations of municipal ordinances, not aiding and abetting such violations. *See Buds Br.* at 16-17.¹⁴

¹⁴ *See City of Galena v. Dunn*, 222 Ill. App. 3d 112, 121-22 (2d Dist. 1991) (holding city could not require building permits for area outside city limits); *City of Carbondale v. Van Natta*, 61 Ill. 2d 483, 485, 490 (1975) (municipalities cannot regulate outside their geographical limits absent a statutory grant); *Harris Bank of Roselle v. Vill. of Mettawa*, 243 Ill. App. 3d 103, 114 (2d Dist. 1993) (same). In *Village of Sauget v. Cohn*, 241 Ill. App. 3d 640, 645 (5th Dist. 1993), the Fifth District applied this basic rule to hold that a municipality could not apply its ordinance to property outside its limits. The court did not address the relevant question here: whether an actor outside the municipality could be held liable for aiding and abetting a violation of the ordinance where the principal's violation occurs within the municipality.

Buds is also wrong that Plaintiffs' aiding and abetting theory gives the Ordinance impermissible extraterritorial effect. *See* Buds Br. 17-19. It is well-settled that a jurisdiction can "punish[] the cause of a harm" when the cause comprises "[a]cts done outside a jurisdiction, but intended to produce and producing detrimental effects within it." *Govin*, 213 Ill. App. 3d at 933-34 (quoting *Strassheim v. Daily*, 221 U.S. 280, 285 (1911) (discussing state laws)). Illinois statutory law reflects this principle. For example, Illinois's criminal code recognizes that an out-of-state actor can be held responsible for aiding and abetting a principal's offense in Illinois. 720 ILCS 5/1-5(a)(2), (3) (recognizing criminal liability in Illinois for out-of-state conduct that furthers commission of offense by another person in Illinois); 720 ILCS 5/5-2(c) (specifying that one is criminally accountable for principal's conduct when they aid or abet principal's offense). Similarly, Illinois's civil long-arm statute, 720 ILCS 5/2-209, applies to nonresident defendants who further tortious conduct within the State—even if their actions take place elsewhere. *See Walls v. VRE Chicago Eleven, LLC*, 344 F. Supp. 3d 932, 943-45 (N.D. Ill. 2018) (court had personal jurisdiction over out-of-state defendant that allegedly furthered torts in Illinois, including by aiding and abetting fraud).

The cases that Buds cites do not say otherwise. *City of Rockford v. Hey*, 366 Ill. 526, 529-30 (1937), addressed whether the city of Rockford could require ice cream factories to comply with its licensing requirements where those factories were located outside its boundaries but sold their products to businesses within Rockford. Applying the rule that municipalities cannot regulate outside their limits absent a statutory grant of authority, the Court held that Rockford could not impose its licensing requirements on factories in other jurisdictions. *Id.* at 533-34. It did not address aiding or abetting liability

at all. For example, the Court did not address whether someone could bring a claim against a factory located *outside* Rockford for aiding and abetting the violation of the licensing ordinance by a factory located *within* Rockford.

United States v. Yakou, 428 F.3d 241, 252 (D.C. Cir. 2005), is also inapplicable. *Yakou* discussed aiding and abetting exclusively in the context of federal criminal extraterritoriality, holding that the federal government could not bring a claim against a non-U.S. citizen located outside the United States for aiding and abetting the violation of a federal criminal law. The court relied on the federal extraterritoriality principle that a federal law does not apply outside the United States unless Congress provides contrary evidence and highlighted that Congress had expressly limited the application of the relevant criminal statute to “U.S. persons,” which the defendant was not. *Id.* “In other words, *Yakou* spoke to the sort of defendant Congress had in mind,” in contrast to criminal statutes that “describe[] a category of conduct.” *United States v. Ali*, 718 F.3d 929, 940-41 (D.C. Cir. 2013) (permitting prosecution of aiding and abetting piracy, which is defined as taking place on the “high seas,” where the defendant’s conduct occurred elsewhere). Moreover, the federal presumption against extraterritoriality “serves to protect against unintended clashes between our laws and those of other nations which could result in international discord,” *Kiobel v. Royal Dutch Petroleum Co.*, 569 U.S. 108, 115 (2013), and thus does not apply to the situation here, where local law is at issue. Instead, it continues to be “widely recognized” that individuals can face liability for out-of-state conduct producing detrimental effects within a state without posing “extraterritorial[ity]” concerns. *See State v. Jack*, 125 P.3d 311, 320-22 (Alaska 2005) (citing *Strassheim*, 221 U.S. at 284-85).

Finally, Buds' reference to PLCAA's legislative history does not help it. *See* Buds Br. 18-19. As Buds' cited quotation reveals, the House Committee was concerned about litigation that would end "*lawful* commercial trade," particularly in jurisdictions beyond where the plaintiffs were harmed. H.R. Rep. No. 109-124, at 21 (2005) (emphasis added). But those concerns do not apply here, because Plaintiffs allege that Buds engaged in illegal activity. Accordingly, Plaintiffs' complaints would not "have the practical effect of stopping or burdening" lawful interstate commerce in firearms, as Congress worried. *Id.* Moreover, despite voicing these concerns, Congress did not include the geographical limitation that Buds seeks, which is likely why Buds does not cite a single case supporting its position. *See Vill. of Chadwick v. Nelson*, 2017 IL App (2d) 170064, ¶¶ 16-17 (declining to "engraft an unwritten condition into the statute"); *see also Adames v. Sheahan*, 233 Ill. 2d 276, 310-12 (2009) (refusing to insert narrowing language into PLCAA's definition of "qualified civil liability action"). All told, Plaintiffs' claims based on Buds aiding and abetting the Shooter's violation of the Ordinance are permissible under PLCAA.

B. Buds' Compliance With Other Laws is Irrelevant Because it Aided and Abetted the Shooter's Violation of the Highland Park Ordinance.

Buds' lengthy recitation of federal and state-level Illinois laws governing firearm sales, Buds Br. 20-24, is irrelevant because, as explained, at issue here is whether Buds aided and abetted the Shooter in his violation of the Ordinance, not whether Buds violated the Ordinance directly. Buds knew the Shooter's home address, knew of the Highland Park ordinance that prohibited the Shooter's possession, and sold him the gun anyway. Supp. C58 ¶ 247. Whether Buds otherwise complied with federal or other state-level laws governing the sale is not relevant because the plain text of the predicate exception requires

only *one* qualifying violation to allow Plaintiffs' claims to proceed. 15 U.S.C. § 7903(5)(A)(iii).

None of the authority that Buds assembles says otherwise or addresses allegations similar to these cases. First, Buds' reliance on *Timperio v. Bronx-Lebanon Hospital Center*, 384 F. Supp. 3d 425 (S.D.N.Y. 2019), is misplaced. Buds is flat wrong when it asserts that the case held that "a municipal rule did not qualify as a predicate statute," Buds Br. 22, because the case had nothing to do with the predicate exception—it instead addressed the PLCAA exceptions for negligent entrustment and negligence per se. *Timperio*, 384 F. Supp. 3d at 433. The case's discussion of 18 U.S.C. § 922(b)(2) is also irrelevant because Plaintiffs do not premise their claim on Buds violating that statute, nor do they allege that Buds directly violated the Ordinance. Second, *Abramski v. United States*, 573 U.S. 169 (2014), concerned straw purchasing,¹⁵ and Buds quotes its language entirely out of context. There, the Supreme Court discussed the Gun Control Act's "detailed scheme to enable the dealer to verify, at the point of sale," whether the buyer may lawfully possess a gun. *Id.* at 172. It then generally described the various statutes that regulate firearm transactions at the point of sale but did not address aiding and abetting liability or opine on the geographical scope of local gun laws. It does not stand for the proposition that gun retailer may sell a gun to an individual prohibited from having it simply because the transaction occurs online.

Additionally, Buds' claim that Illinois state law permitted the transfer is both wrong and irrelevant by Buds' own admission. Buds Br. 22-23. First, Plaintiffs *do* allege a violation of Illinois common law in that Buds acted negligently by selling the assault rifle

¹⁵ In a straw purchase, a gun store sells a firearm to a purchaser who intends to re-sell the firearm unlawfully to a third party whose identity is typically unknown to the gun store.

to a person who could not legally possess it. C379. Second, Buds explains that, at the time of the Shooter’s purchase, Illinois had no *statewide* ban on weapons such as the M&P rifle, but at the same time recognizes that there were some “*local prohibitions*” in Illinois. *Id.* at 23 (emphasis added). At the time of the sale, Highland Park had such a local prohibition on assault weapons, and Buds implicitly concedes that the Shooter’s possession of the firearm in Highland Park was unlawful. Plaintiffs are therefore not imposing any “retroactive obligations” on Buds, *id.*, and instead only seek to hold Buds accountable for aiding and abetting the Shooter’s unlawful possession.

Finally, Buds incorrectly attempts to deflect blame and place it on the transaction’s intermediary, Red Dot Arms—saying that Buds’ role “ended when it transferred the firearm to Red Dot.” Buds Br. 21. This assertion can be swiftly rejected. Federal law required Buds to deliver the rifle to the Shooter via a licensed dealer in Illinois, *see* 18 U.S.C. §§ 922(a)(3), (b)(3), but Buds still sold the rifle directly to the Shooter—it obtained the Shooter’s personal information, processed his payment, and then shipped the gun across state lines for delivery to the customer at Red Dot, *see* Supp. C57-58 ¶¶ 242-48. To be sure, Red Dot had certain obligations as the in-person transferor of the rifle, and it failed to meet those obligations. But the fact that Red Dot completed the Shooter’s background check and paperwork related to the sale does not relieve Buds of its responsibility to follow the law as the seller of the firearm.

V. The Uvaldo Plaintiffs’ Negligent Entrustment Claims Are Beyond the Scope of This Appeal, and the Circuit Court Properly Rejected All of Buds’ Arguments Regarding These Claims (Waived, Forfeited, & Uncertified Questions).

Buds’ request for this Court to ignore the scope of this appeal and address negligent entrustment claims brought by the Uvaldo Plaintiffs borders on frivolous. The circuit court

correctly held that Buds’ proposed “questions as to whether the Gun Store Defendants can be held liable for negligent entrustment . . . depend on applying the facts of this case to the applicable law,” and, therefore, are not “pure questions of law that are appropriate for certification under Rule 308.” C448-49. For a year, Buds accepted the circuit court’s ruling. In Buds’ application for leave to appeal submitted to this Court in July 2025, Buds chose not to raise any issues related to negligent entrustment. When Buds petitioned the Illinois Supreme Court in October 2025, Buds again chose not to raise these issues. *See* A33-52. In fact, the term “negligent entrustment” does not appear even once in Buds’ application or petition.

Yet Buds now contends that addressing negligent entrustment is somehow necessary “to reach a just result and avoid piecemeal litigation.” Buds Br. 24. Even if this Court were inclined to overlook Buds’ forfeiture and waiver of its arguments related to negligent entrustment, which it should not, the issues depend on the application of the law to the particular facts of this case and, therefore, are not proper under Rule 308. Buds also identifies no reason why this Court should apply the narrow exception for reaching beyond the scope of a Rule 308 appeal, apart from a cursory argument that Congress passed PLCAA to confer immunity from the burdens of litigation. *See supra* Section I. But the same Congress that enacted PLCAA also expressly exempted negligent entrustment claims from the Act’s scope, showing that it did not intend to immunize gun sellers from such claims. 15 U.S.C. §§ 7903(5)(A)(ii), 7903(5)(B).

Buds’ arguments on the merits fare no better, should this Court consider them. As the circuit court recognized, the Uvaldo Plaintiffs alleged that Buds ignored multiple red flags when it approved the sale of the M&P15 to the Shooter: “the shooter resided in a

municipality that prohibited the possession of assault weapons, including the M&P 15,” “the shooter was 19 and wanted a brand of assault rifle that was most associated with mass shootings,” “young men had carried out some of the most horrific mass shootings in U.S. history,” and “[t]he shooter’s age put him in the demographic that had used the M&P 15 to carry out these mass shootings.” C388-89. The combination of these red flags is more than sufficient to state a claim for negligent entrustment under Illinois law and to pass through PLCAA’s negligent entrustment exception. C388-90.

A. Buds’ Request for This Court to Reach Beyond the Scope of This Appeal and Address Negligent Entrustment Borders on Frivolous.

1. Buds waived and forfeited its arguments opposing the Uvaldo Plaintiffs’ negligent entrustment claims.

“It is quite established that issues not presented in the petition for leave to appeal are not properly before th[e] court and are deemed waived.” *Sullivan*, 209 Ill. 2d at 125. Here, there can be no doubt that Buds forfeited and waived all arguments regarding negligent entrustment by omitting any mention of negligent entrustment in its application and petition. Buds’ unsuccessful efforts to litigate these issues before the circuit court demonstrate that it knowingly and intentionally decided to omit these issues from both requests for leave to appeal. *See Buenz v. Frontline Transp. Co.*, 227 Ill. 2d 302, 320-21 & n.2 (2008) (“While waiver is the voluntary relinquishment of a known right, forfeiture is the failure to timely comply with procedural requirements.”).

The procedural history of this case favors enforcing Buds’ forfeiture and waiver of these issues. Buds elected to omit negligent entrustment from both of its requests for leave to appeal. That tactical choice has consequences under Illinois law. Buds simply is not permitted to raise issues related to negligent entrustment in this appeal. Allowing Buds to

litigate these issues now would promote unfair gamesmanship in which appellants could seek review of certain issues and then tack on additional issues during merits briefing, thereby evading the requirements of Rules 308 and 315.

2. The circuit court correctly held that Buds' proposed questions regarding negligent entrustment depend on the specific facts of this case and are therefore inappropriate for Rule 308 review.

As this Court has explained, “Rule 308 was not intended to be a mechanism for expedited review of an order that merely applies the law to the facts of a particular case, and it does not permit [this Court] to review the propriety of the order entered by the lower court.” *Combs*, 2015 IL App (2d) 131053, ¶ 6 (citation omitted). The circuit court correctly held that the questions concerning negligent entrustment “depend on applying the facts of this case to the applicable law.” C449. This is so because whether the Uvaldo Plaintiffs’ allegations state claims for negligent entrustment under Illinois law, as well as whether those claims fall within PLCAA’s definition of negligent entrustment, depends on whether the combination of the Shooter’s red flags, viewed in the light most favorable to the Uvaldo Plaintiffs, should have alerted Buds to the fact that the Shooter was likely to use his assault rifle in a manner that posed an unreasonable risk of physical harm to others. C388-90.

Buds’ arguments confirm that these issues involve application of the law to the specific facts of this case. Buds captions its arguments as “Plaintiffs Fail to Plead Negligent Entrustment Under Illinois Law or PLCAA” and proceeds to argue whether the Uvaldo Plaintiffs’ factual allegations fit the elements of negligent entrustment under Illinois law and the definition of negligent entrustment in PLCAA. Buds Br. 24-29. Therefore, even if this Court were to excuse Buds’ forfeiture and waiver of its arguments on negligent

entrustment, this Court should conclude that Buds' proposed fact-dependent questions are not suitable for a Rule 308 appeal.

B. The Uvaldo Plaintiffs Adequately Plead Negligent Entrustment Claims That May Proceed Under PLCAA.

As explained above, the Court need not and should not reach the substance of Buds' negligent entrustment arguments. If, however, it does, it will find that the Uvaldo plaintiffs have amply alleged negligent entrustment claims under Illinois law, and that PLCAA expressly permits these claims in its negligent entrustment exception.

1. The Uvaldo Plaintiffs' allegations state claims for negligent entrustment under Illinois law.

Illinois courts follow Section 390 of the Second Restatement when addressing negligent entrustment claims against sellers of products:

One who supplies directly or through a third person a chattel for the use of another whom the supplier knows or has reason to know to be likely because of his youth, inexperience, or otherwise, to use it in a manner involving unreasonable risk of physical harm to himself and others whom the supplier should expect to share in or be endangered by its use, is subject to liability for physical harm resulting to them.

Watson v. Enterprise Leasing Co., 325 Ill. App. 3d 914, 921 (1st Dist. 2001) (quoting Restatement (Second) of Torts § 390) (1965)). As Section 390 makes clear, an entity can breach its duty to refrain from negligently entrusting a dangerous item when it "supplies" the item "through a third person." *Id.* Whether a business can be held liable for negligently entrusting a dangerous item is a question of foreseeability, and, therefore, depends on the particular facts of a case. *See id.* at 921-25.

The circuit court held that "Plaintiffs have sufficiently alleged a number of red flags of the Shooter that . . . Buds knew or should have known would make it likely for the shooter to use the rifle in a manner involving unreasonable risk of injury to others." C389.

These red flags included, but were not limited to, the fact that the Shooter wanted an assault rifle despite living in an area where it was prohibited. C388-90. The Uvaldo Plaintiffs also alleged red flags related to the Shooter's age, the notoriety of the brand of rifle that he sought, and publicly known information about past mass shootings. *Id.* Buds knew the Shooter's age and where he lived because the Shooter purchased his assault rifle from Buds via its website and provided Buds with all the relevant personal information. C380, C388-90. Given these allegations, it is a question of fact for the jury whether Buds knew or had reason to know that the Shooter was likely to use his assault rifle in a manner that posed an unreasonable risk of physical harm to others. *See Watson*, 325 Ill. App. 3d at 921-22. Nevertheless, as the Uvaldo Plaintiffs alleged, Buds chose to "supply" him the rifle "through a third person" (Red Dot), thereby stating a claim for negligent entrustment under Illinois law and Section 390 of the Restatement.

Buds' counterarguments misstate the law, cherry-pick from the Uvaldo Plaintiffs' allegations, or rely on authority that does not apply to this case. *First*, Buds fails to discuss Section 390 at all. Instead, it cites only Section 308 of the Second Restatement—which addresses negligent entrustment more broadly—and claims that Illinois law requires a defendant to physically hand over an item to an entrustee in a face-to-face interaction to be liable. *See Buds Br.* 25-26. That is incorrect: Buds ignores that Illinois also follows Section 390 of the Second Restatement, which specifically addresses when an entity supplies a product for another to use. As explained above, Section 390 expressly contemplates negligent entrustment "through a third person." *Watson*, 325 Ill. App. at 921 (quoting Restatement (Second) of Torts § 390 (1965)). The commentary to Section 390 explains that this section is "a special application of the rule stated in § 308." Restatement

(Second) of Torts § 390 (1965), cmt. b. Accordingly, Buds’ citation to *In re Academy, Ltd.*, 625 S.W.3d 19 (Tex. 2021), is inapposite because Texas—unlike Illinois—has “not adopted this section [§ 390] of the Second Restatement.” *Id.* at 31.¹⁶

Second, Buds selectively cites the Uvaldo Plaintiffs’ allegations and asserts that they “only allege that, at the time of the transfer, Buds knew that [the Shooter] resided in a municipality that prohibited possession of the rifle.” Buds Br. 26. In doing so, Buds ignores the other red flags alleged by the Uvaldo Plaintiffs and discussed by the circuit court, C388-90, and violates the requirement that Plaintiffs’ allegations are to be construed in the light most favorable to them, *Wisnasky*, 2020 IL App (5th) 17041, ¶ 22.

Third, *Riordan v. Int’l Armament Corp.*, 132 Ill. App. 3d 642 (1st Dist. 1985), is inapposite. In *Riordan*, the court stated that handgun manufacturers and distributors who did not participate directly in retail sales were “remote vendor[s]” and, therefore, could not be held liable for “negligent distribution” to the “general public.” *Id.* at 645-47. In doing so, the court distinguished a case in which a retail seller was held liable for negligence when its products were misused. *Id.* at 646. The same distinction applies here: unlike the defendants in *Riordan*, Buds sold a rifle *directly* to the Shooter who ordered it on Buds’ website, and it did so despite collecting information that raised multiple red flags making that specific sale negligent under Illinois law. *City of Chicago v. Beretta*, 213 Ill. 2d 351 (2004), is likewise inapposite. That was a public nuisance case premised on manufacturers’

¹⁶ Similarly, *Zedella v. Gibson*, 165 Ill. 2d 181 (1995), *see* Buds Br. 25, does not alter this conclusion. The Court there did not address Section 390, nor did it hold that Section 308 requires items to be transferred from seller to customer without an intermediary. Instead, it held only that an automobile owner could not be held liable for negligently entrusting the car to his son, who co-owned the car and in fact had a “superior right to control” over it. *Id.* at 187-90.

and distributors’ alleged duties to prevent a public nuisance in Chicago based on their aggregate, lawful conduct. *Id.* at 363, 413. The Uvaldo Plaintiffs bring no such systemic claims, and instead sued a specific gun seller (Buds) for a specific transaction with the intended customer.

For these reasons, the circuit court correctly held that the Uvaldo Plaintiffs plead negligent entrustment claims against Buds under Illinois law.

2. The Uvaldo Plaintiffs’ negligent entrustment claims fall within PLCAA’s negligent entrustment exception.

PLCAA expressly permits “an action brought against a seller for negligent entrustment.” 15 U.S.C. § 7903(5)(A)(ii). PLCAA defines “negligent entrustment” as the “supplying of a [firearm] by a seller for use by another person when the seller knows, or reasonably should know, the person to whom the [firearm] is supplied is likely to, and does, use the product in a manner involving unreasonable risk of physical injury to the person or others.” *Id.* § 7903(5)(B). Plaintiffs must satisfy this definition of negligent entrustment in addition to stating a claim under Illinois common law, and the Uvaldo Plaintiffs have done so here. As the circuit court determined, Buds was the online retailer from whom the Shooter purchased the assault rifle directly. C389. Buds thus acted as the “seller” of the firearm within the meaning of PLCAA. *Id.* In short, the Shooter “purchased the rifle online from Buds. Therefore, Buds sold the rifle to the shooter. Buds then sent the rifle to Red Dot with the express purpose of being transferred to the shooter.” *Id.* The necessary existence of an in-person intermediary for an online gun sale does not make this any less of a “direct sale from Buds to the Shooter,” C390, nor does it make Buds any less responsible for entrusting the assault rifle to the Shooter despite knowledge of the red flags outlined above.

Buds attempts to evade this simple conclusion by asserting that, even if Illinois law does not require a physical transfer by a defendant, PLCAA does. Buds Br. 28-29. This argument ignores the plain text of PLCAA; in effect, Buds improperly asks this Court to rewrite PLCAA’s definition of negligent entrustment by changing the phrase “the supplying of a [firearm]” (PLCAA’s actual text) to “the physical supplying of a [firearm]” (Buds’ preferred text). *Cf. Adames*, 233 Ill. 2d at 310-11 (refusing to insert narrowing language into PLCAA’s definition of “qualified civil liability action”). Nothing in PLCAA’s text requires a defendant to physically hand a firearm to a purchaser where, as here, the defendant engaged with the purchaser directly through an online sale. Buds’ argument on this point is simply a repackaging of its challenge to the sufficiency of Plaintiffs’ claims under Illinois law, which, as discussed above, does not require a defendant to physically hand an item to an entrustee.

The cases on which Buds relies do not apply because they addressed situations where, unlike here, the defendant did not sell the weapon at issue directly to the shooter. For example, *Wiley Wiley, Co-Trustees for Wiley v. Fleet Farm LLC*, 799 F. Supp. 3d 860 (D. Minn. 2025), concerned the sale of a firearm to a straw purchaser who did not commit the shooting at issue. *See id.* at 890 (“[I]t is undisputed that Horton—the person to whom Fleet Farm sold firearms—did not commit the shooting”). Similarly, *Soto v. Bushmaster Firearms, Int’l, LLC*, 2016 WL 8115354, at *15 (Conn. Super. Oct. 14, 2016), *rev’d in part*, 331 Conn. 53 (2019), involved a series of changes in ownership that caused the defendants to be several transfers removed from the firearm’s use by the shooter, whose mother was the firearm’s official retail customer: “[T]he plaintiffs have alleged that the Remington defendants sold the firearm to the Camfour defendants, that the Camfour

defendants sold the firearm to the Riverview defendants, and that the Riverview defendants sold the gun to Nancy Lanza . . . [and] that Adam Lanza was the individual who actually fired the weapon.”¹⁷ Thus, the defendants in *Soto* had no reason to know the identity of the shooter in that case. Neither case addresses the circumstances at issue here, where an online retailer (Buds) sold an assault rifle *directly* to the shooter through an online sale, and a local gun store then completed the physical transfer of the rifle to the shooter.¹⁸ Under the particular facts of this case, both Buds and the local gun store directly entrusted the M&P 15 assault rifle to the Shooter with knowledge of red flags that made the entrustment dangerous and negligent.

Accordingly, for the reasons stated above, the circuit court correctly rejected all of Buds’ arguments concerning negligent entrustment.

¹⁷ The trial court in *Soto* expressly acknowledged that its discussion of PLCAA’s definition of negligent entrustment was dicta. *Soto*, 2016 WL 8115354, at *11.

¹⁸ Buds also cites *Phillips v. Lucky Gunner, LLC*, 84 F. Supp. 3d 1216, 1225-26 (D. Colo. 2015), which dismissed negligent entrustment claims because the plaintiffs in that case had “not alleged any facts showing that defendants reasonably should have known anything” about the shooter’s red flags. Here, the Uvaldo Plaintiffs alleged Buds knew or had reason to know of the Shooter’s multiple red flags.

CONCLUSION

For the foregoing reasons, Plaintiffs request that this Court answer all questions in their favor, although it need and should not reach the uncertified questions.

Respectfully submitted,

/s/ Priyanka Gupta Sen
Priyanka Gupta Sen

ROMANUCCI & BLANDIN, LLC

Antonio M. Romanucci (ARDC No. 6190290)

Gina A. DeBoni (ARDC No. 6277054)

Michael E. Holden (ARDC No. 6296752)

Joshua M. Levin (ARDC No. 6320993)

321 North Clark Street, Suite 900

Chicago, Illinois 60654

Phone: (312) 458-1000

aromanucci@rblaw.net

gad@rblaw.net

mholden@rblaw.net

jlevin@rblaw.net

EVERYTOWN LAW

Priyanka Gupta Sen (ARDC No. 6320720)

Lise Rahdert (ARDC No. 6352084)

450 Lexington Ave., P.O. Box 4184
New York, NY 10163

Phone: (646) 824-8179

psen@everytown.org

lrahdert@everytown.org

PAUL, WEISS, RIFKIND,

WHARTON & GARRISON LLP

H. Christopher Boehning (ARDC No. 6337947)

1285 Avenue of the Americas

New York, NY 10019

Phone: (212) 373-3700

cboehning@paulweiss.com

Attorneys for Plaintiffs Roberts (22 LA 487), Sundheim (22 LA 488), Straus (22 LA 489), Rebollar-Sedano (22 LA 490), Bennett (22 LA 491), Rodriguez (22 LA 492), Tenorio (22 LA 493), Vergara (22 LA 494), Toledo (22 LA 495), Zeifert (22 LA 496), Aguilar (24 LA 475), Castellanos (24 LA 476), Castillo (24 LA 477), Gutman (24 LA 478), Medina (24 LA 479) & Ring (24 LA 480)

/s/ Matthew S. Sims

**RAPOPORT SIMS PERRY &
VANOVERLOOP, P.C.**

Matthew S. Sims (ARDC No. 6300879)
20 North Clark Street, Suite 3500
Chicago, IL 60602
Phone: (312) 327-9880
Fax: (312) 327-9881
msims@rapoportlaw.com

**KOSKOFF KOSKOFF & BIEDER,
P.C.**

Joshua D. Koskoff (ARDC No. 6348134)
Alinor C. Sterling (ARDC No. 6348135)
Skylar Albertson (ARDC No. 6345115)
350 Fairfield Avenue
Bridgeport, CT 06604
Phone: (203) 336-4421
Fax: (203) 368-3244
jkoskoff@koskoff.com
asterling@koskoff.com
salbertson@koskoff.com

Attorneys for Plaintiffs Uvaldo et al. (24 LA 741)

/s/ Ari Scharg

EDELSON PC

Ari Scharg
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
Phone: (312) 589-6370
ascharg@edelson.com

DENTONS US LLP

Donna J. Vobornik
Lyndsey M. Wajert
233 South Wacker Drive, Suite 5900
Chicago, Illinois 60606
Phone: (312) 876-8000
donna.vobornik@dentons.com
lyndsey.wajert@dentons.com

**BRADY CENTER TO PREVENT
GUN VIOLENCE**

Douglas Letter*
Erin Davis*
Philip Bangle*
Robert M. Cross*
840 First Street, NE, Suite 400
Washington, DC 20002
Phone: (202) 370-8100
dletter@bradyunited.org
edavis@bradyunited.org
pbangle@bradyunited.org
rcross@bradyunited.org

**Pro hac vice application pending*

*Attorneys for Plaintiffs Turnipseed (22 LA 497), Chupack (22 LA 532) & Goldstein
(24 LA 474)*

/s/ Nicolas J. Selvaggio

COPLAN & CRANE, LTD

Benjamin A. Crane
Nicolas J. Selvaggio
1111 Westgate Street
Oak Park, Illinois
Phone: (708) 358-8080
Fax: (708) 358-8181
bcrane@coplancrane.com
nselfaggio@coplancrane.com
il.court@coplancrane.com

Attorneys for Plaintiff Jaffe (24 LA 481)

/s/ Isabela Bacidore

LEVIN & PERCONTI

Michael F. Bonamarte (ARDC No.
6285779)
Isabela Bacidore (ARDC No. 6335524)
325 North LaSalle Street, Suite 300
Chicago, IL 60654
Phone: (312) 332-2872
Fax: (312) 332-3112
mfb@levinperconti.com
irb@levinperconti.com

*Attorneys for Plaintiffs Joyce (24 LA
201), Z. Kolpack (24 LA 203) & S.
Kolpack (24 LA 206)*

/s/ Emily T. Art

**SALVI, SCHOSTOK &
PRITCHARD, P.C.**

Lance D. Northcutt (ARDC No.
6278144)
Tara R. Devine (ARDC No. 6280880)
Eirene N. Salvi (ARDC No. 6321198)
Emily T. Art (ARDC No. 6345559)
Kristen M. Stoicescu (ARDC No.
6336817)
161 North Clark Street, Suite 4700
Chicago, Illinois 60601
Phone: (312) 372-1227
Fax: (312) 372-3720
lnorthcutt@salvilaw.com
tdevine@salvilaw.com
esalvi@salvilaw.com
eart@salvilaw.com
kstoicescu@salvilaw.com

*Attorneys for Plaintiff McCarthy (24 LA
466)*

CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Ill. Sup. Ct. R. 341(a) and (b). The length of this brief, excluding the pages contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, and the certificate of service is 12,605 words.

/s/ Priyanka Gupta Sen
Priyanka Gupta Sen



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CERTIFICATE OF FILING AND SERVICE

I certify that on June 26, 2026, I electronically filed the foregoing **Brief of Plaintiffs-Appellees** with the Clerk of the Illinois Appellate Court, Second Judicial District, by using the Odyssey EFileIL system.

I further certify that the Defendants-Appellants in this appeal, named below, are registered service contacts on the Odyssey EFileIL system, and thus will be served via the Odyssey EFileIL System.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure (735 ILCS 5/1-109), I certify that the statements set forth in this instrument are true and correct.

/s/ Priyanka Gupta Sen
Priyanka Gupta Sen

Christopher Renzulli
Scott C. Allan
Renzulli Law Firm, LLP
crenzulli@renzullilaw.com
sallan@renzullilaw.com

Irina Y. Dmitrieva
John C. Hanson
HeplerBroom LLC
irina.dmitrieva@heplerbroom.com
john.hanson@heplerbroom.com