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IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

LAURA CARLSON,

Plaintiff,

v.

SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK individually, and/or by and through
its actual agents, apparent agents and/or
employees; **TOPCO AMERICA, LLC** d/b/a
RANGE USA d/b/a SHOOT POINT BLANK
individually, and/or by and through its actual
agents, apparent agents and/or employees;
THOMAS O. WILLINGHAM, individually
and as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC
d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;
LAUREN MILLER, individually and as the
actual agent, apparent agent, representative
and/or employee of SHOREWOOD
OPERATIONS, LLC d/b/a RANGE USA #20
d/b/a SHOOT POINT BLANK and/or TOPCO
AMERICA, LLC d/b/a RANGE USA d/b/a
SHOOT POINT BLANK;
ADRIAN ALEX DEVERA, individually and
as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC
d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;
GLENN SCOTT SINISH, individually and
as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC

No. 2025L008480

JURY DEMANDED

d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;
KEITH DENNIS ADAMS, individually and
as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC
d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;
MAXWELL WILLIAMS;
ERIN KROTZ-CZERWINSKI; and
JEFFREY D. WILLIAMS;

Defendants.

For updated information about your case, including hearings, subsequent filings
and other case information, please visit our Online Case Search
and search for your case: <https://casesearch.cookcountyclerkofcourt.org>

PLAINTIFF'S COMPLAINT AT LAW

NOW COMES Plaintiff, LAURA CARLSON, by and through her attorneys, SMITH LACIEN LLP and the BRADY CENTER TO PREVENT GUN VIOLENCE ("BRADY"), complaining of Defendants, SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK individually, and/or by and through its actual agents, apparent agents and/or employees; TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK individually, and/or by and through its actual agents, apparent agents and/or employees; THOMAS O. WILLINGHAM, individually and as the actual agent, apparent agent, representative and/or employee of SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK and/or TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK; LAUREN MILLER, individually and as the actual agent, apparent agent, representative and/or employee of SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK and/or TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK; and ADRIAN ALEX DEVERA, individually and as the actual agent, apparent agent, representative and/or employee of SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK; TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK; GLENN SCOTT SINISH, individually and as the actual agent, apparent agent, representative and/or employee of SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK and/or TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK; KEITH DENNIS ADAMS, individually and as the actual agent, apparent agent, representative and/or employee of SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK and/or TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK; MAXWELL WILLIAMS; ERIN KROTZ-CZERWINSKI; and/or JEFFREY D. WILLIAMS; and each of them, pleading hypothetically and in the alternative, states as follows:

INTRODUCTION

1. This case is about the tragic but foreseeable consequences of a gun dealer choosing to negligently and unlawfully sell a firearm to a clear straw purchaser.¹

2. When they enter the business of selling guns, federally licensed gun dealers assume a duty to comply with all standards of reasonable care and all relevant state and federal firearms laws in order to keep guns out of the hands of criminals, juveniles, individuals barred by law from possessing guns (“prohibited possessors”), and other dangerous parties likely to misuse firearms.

3. Defendants TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK (herein after “Range”) and/or SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK (hereinafter “Range Store #20”) (hereinafter collectively referred to as the “Range Entities”)² assumed such duties by choosing to operate federally licensed gun dealerships including at Range Store #20.

4. One important aspect of this duty required Range to carefully train, monitor, and supervise its employees so that they are detecting and stopping actual or suspected straw purchases, and promptly reporting such illicit or potentially illicit transactions to law enforcement.

¹ A “straw purchase” is one where “a person . . . buys a gun on someone else’s behalf while falsely claiming that it is for himself.” *Abramski v. United States*, 573 U.S. 169, 171-172 (2014); *see also* 815 ILCS 505/2DDDD(a) (similar). A sale by a federally licensed gun dealer to a known straw purchaser violates multiple provisions of federal law (discussed further below).

² To the extent Plaintiff, without the benefit of discovery, inadvertently misidentifies the specific member or members of the Range Entities responsible for a particular act or omission in any of the individual allegations in this Complaint, this Court should read the allegation as substituting the name of the correct member or members of the Range Entities. Discovery will further clarify the corporate structure and responsibilities of the Range Entities and enable refinement of the facts.

5. Since well before 2023, the Range Entities have had notice that straw purchasers are a primary way in which dangerous individuals and prohibited possessors gain access to firearms.

6. Since well before 2023, the Range Entities have also had notice that guns sold in actual or alleged straw sales have repeatedly been used in violent crimes.

7. Thus, the Range Entities knew, prior to 2023, that a failure to appropriately train, supervise, and monitor their employees to detect, stop, and report straw purchasing activity would likely result in one or more of Range's firearms being used to seriously harm or kill a member of the Illinois community.

8. The Range Entities had also received one or more warnings from law enforcement – including from the federal Bureau of Alcohol, Tobacco, Firearms and Explosives (“ATF”) – that Range Store #20 was selling a disproportionate number of firearms ending up being traced in connection with criminal investigations prior to 2023.

9. Upon information and belief, prior to 2023, the Range Entities failed to investigate these warnings to uncover actual or potential flaws in their practices designed to prevent the criminal diversion of firearms at Range Store #20.

10. In the case at bar, on June 3, 2023, 18-year-old Defendant MAXWELL WILLIAMS entered Range Store #20 in Shorewood, Illinois at 19641 NE Frontage Rd., 60404, with his 21-year-old girlfriend, Defendant ERIN KROTZ-CZERWINSKI, with the intent to use her to straw purchase a .380 caliber Smith & Wesson M&P handgun (“the Range gun”).

11. After initiating the purchase on June 3, 2023, and filling out the relevant paperwork, MAXWELL WILLIAMS later returned with ERIN KROTZ-CZERWINSKI to pick up the Range gun on June 6, 2023.

12. Because he was under 21 years of age, MAXWELL WILLIAMS could not then lawfully purchase a handgun from a federally licensed dealer like Range Store #20. *See* 18 U.S.C. 922(b)(1) (a dealer may not sell a handgun to a person under the age of 21).

13. Further, upon information and belief, MAXWELL WILLIAMS was, at all relevant times, barred from possessing a firearm because he lacked a qualifying Illinois Firearms Owners Identification (“FOID”) card. 430 ILCS 65/2(a).

14. Upon information and belief, the behavior and statements by MAXWELL WILLIAMS and ERIN KROTZ-CZERWINSKI while they were inside the Range store on June 3 and June 6, 2023, displayed a collection of “red flags” providing the Range Entities with actual or constructive knowledge that ERIN KROTZ-CZERWINSKI was acting as a straw purchaser intending to supply the Range gun to MAXWELL WILLIAMS.

15. Upon information and belief, had they been appropriately trained, supervised, and monitored, the Range Entities’ employees would have responded to the red flags of an obvious straw purchase by stopping the sale of the Range gun and promptly reporting this attempted transaction to law enforcement.

16. Unfortunately, the Range Entities breached their duty of care and placed profit over public safety by not adequately training, supervising, and monitoring their employees in relation to detecting, stopping, and reporting straw purchases.

17. Thus, the Range Entities unlawfully completed the sale of the Range gun to ERIN KROTZ-CZERWINSKI, falsely certified the legality of the sale, and failed to report the illegal transaction to law enforcement.

18. Upon information and belief, ERIN KROTZ-CZERWINSKI foreseeably transferred the Range gun to MAXWELL WILLIAMS on or shortly after June 6, 2023.

19. On July 8, 2023, MAXWELL WILLIAMS foreseeably committed a violent crime using the Range gun.

20. Specifically, he used the Range gun to attack and shoot into Plaintiff's car while she was attempting to transport her daughter back from a high school graduation party.

21. The bullet fired from the Range gun struck Plaintiff in the neck and exited out the back of Plaintiff's head – nearly ending Plaintiff's life.

22. The Plaintiff, LAURA CARLSON, as a result of the injuries she sustained after being struck with the bullet from the Range gun was flown by helicopter for treatment at Loyola Hospital located at 2160 S 1st Ave, Maywood, County of Cook, State of Illinois.

23. Although Plaintiff survived, she continues to carry permanent physical and psychological scars as a foreseeable consequence of the illegal sale that put the Range gun in MAXWELL WILLIAMS's hands.

24. But for the Range Entities' misconduct in illegally channeling the gun into ERIN KROTZ-CZERWINKI'S MAXWELL WILLIAMS's hands and failing to contact law enforcement about the unlawful sale of this gun, Plaintiff's injury would not have occurred.

25. Plaintiff now brings this suit seeking, in part, civil redress against the Range Entities for the direct and foreseeable consequences of the Range Entities' negligent and unlawful sale of the Range gun.

26. This suit in no way seeks to impose liability on gun sellers who act responsibly and reasonably in terms of complying with relevant laws and common-sense safeguards when selling guns.

27. Instead, it seeks only to hold the Range Entities accountable for their irresponsible and unreasonable decision to place profit over the safety of the community and to unlawfully sell

the Range gun in knowing violation of one or more federal or state statutes, and in breach of the relevant standard of care.

28. In addition to the Range Entities, the Complaint also seeks to hold individual Range employees, MAXWELL WILLIAMS, ERIN-KROTZ CZERWINSKI and MAXWELL WILLIAMS's father (Defendant JEFFREY D. WILLIAMS) accountable for their personal misconduct contributing to the ultimate shooting on July 8th, 2023

PARTIES

29. On or about July 8, 2023 and at all times material, Plaintiff, LAURA CARLSON, resided in the state of Illinois.

30. On or about July 8, 2023, and all times material, Defendant MAXWELL WILLIAMS resided in the State of Illinois.

31. On or about July 8, 2023, and all times material, Defendant ERIN KROTZ-CZERWINSKI resided in the State of Illinois, at 623 Briarcliff Dr., Minooka, IL 60447.

32. On or about July 8, 2023, and all times material, Defendant JEFFREY D. WILLIAMS resided in the State of Illinois, at 5527 E. Sand Ridge Rd., Morris, IL.

33. On or about July 8, 2023, and all times material, Defendant SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK was a limited liability company duly organized under the laws of the State of Illinois that did and currently does substantial and continuous business in the State of Illinois.

34. On or about July 8, 2023, and all times material, Defendant TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK was a limited liability company duly organized under the laws of the State of Delaware that did and currently does substantial and continuous business in the State of Illinois.

35. On or about July 8, 2023, and all times material, Defendant THOMAS O. WILLINGHAM resided in the State of Ohio, at 7725 Annesdale Dr., Cincinnati, Hamilton County, OH 45243.

36. On or about July 8, 2023, and all times material, THOMAS O. WILLINGHAM was the Managing Member of Range Store #20, located at 19641 NE Frontage Rd., Shorewood, IL 60404.

37. On or about July 8, 2023, and at all times material, THOMAS O. WILLINGHAM, was the actual agent, apparent agent, representative and/or employee of Range and/or Range Store #20.

38. On or about July 8, 2023, and all times material, including the time of the sale of the Range gun, THOMAS O. WILLINGHAM was acting in the course and scope of his employment, agency and/or apparent agency with Range and/or Range Store #20.

39. Upon information and belief, at all relevant times, THOMAS O. WILLINGHAM was a person responsible for Range Store #20's compliance with federal law and regulations.

40. On or about July 8, 2023, and all times material, including the time of the sale of the Range gun, Defendant LAUREN MILLER resided in the State of Illinois.

41. On or about July 8, 2023, and all times material, LAUREN MILLER was employed by Range Store #20 as a clerk.

42. On or about July 8, 2023, and at all times material,, LAUREN MILLER, was the actual agent, apparent agent, representative and/or employee of Range and/or Range Store #20.

43. On or about July 8, 2023, and all times material, including the time of the sale of the Range gun, LAUREN MILLER was acting in the course and scope of her employment, agency and/or apparent agency with Range and/or Range Store #20.

44. On or about July 8, 2023, and all times material, Defendant ADRIAN ALEX DEVERA resided in the State of Illinois, at 6303 Brunswick Dr., Plainfield, IL 60586.

45. On or about July 8, 2023, and all times material, ADRIAN ALEX DEVERA was employed by Range Store #20 as a clerk.

46. On or about July 8, 2023, and at all times material, ADRIAN ALEX DEVERA, was the actual agent, apparent agent, representative and/or employee of Range and/or Range Store #20.

47. On or about July 8, 2023, and all times material, including the time of the sale of the Range gun, ADRIAN ALEX DEVERA was acting in the course and scope of his employment, agency and/or apparent agency with Range and/or Range Store #20.

48. On or about July 8, 2023, and all times material, GLEN SCOTT SINISH was a responsible person listed on the Range Store #20 license to sell firearms and, upon information and belief, listed on other documents related to Range Store #20's sale of firearms.

49. On or about July 8, 2023, and all times material, GLEN SCOTT SINISH resided at 9042 Magnolia Ln., Tinley Park, County of Cook, State of Illinois.

50. On or about July 8, 2023, and at all times material, GLEN SCOTT SINISH, was the actual agent, apparent agent, representative and/or employee of Range and/or Range Store #20.

51. On or about July 8, 2023, and all times material, including the time of the sale of the Range gun, GLEN SCOTT SINISH was acting in the course and scope of his employment, agency and/or apparent agency with Range and/or Range Store #20.

52. On or about July 8, 2023, and all times material, KEITH DENNIS ADAMS was a responsible person listed on the Range Store #20 license to sell firearms and, upon information and belief, listed on other documents related to Range Store #20's sale of firearms.

53. On or about July 8, 2023, and all times material, KEITH DENNIS ADAMS resided at 346 Persimmon Ct., Bartlett, County of Cook, State of Illinois.

54. On or about July 8, 2023, and at all times material, KEITH DENNIS ADAMS, was the actual agent, apparent agent, representative and/or employee of Range and/or Range Store #20.

55. On or about July 8, 2023, and all times material, including the time of the sale of the Range gun, KEITH DENNIS ADAMS was acting in the course and scope of his employment, agency and/or apparent agency with Range and/or Range Store #20.

56. Range operates a chain of indoor shooting ranges and shooting supply stores at 49 locations across the midwestern and southern United States.

57. Seven of those locations are in Illinois.

58. This includes Range Store #20 located in Shorewood, Illinois.

59. Upon information and belief, Range Store #20 began operations in approximately 2012.

60. At all relevant times, Range was doing business in the State of Illinois in terms of selling firearms – including at Range Store #20.

61. Upon information and belief, Range at all relevant times, maintained a Federal Firearms License for the Range Store #20 location with the name “Shorewood Operations, LLC” appearing as the identified Federal Firearms Licensee.

62. Upon information and belief, at all relevant times, THOMAS O. WILLINGHAM was a person responsible for Range Store #20’s compliance with federal law and regulations.

63. Upon information and belief, at all relevant times, GLENN SCOTT SINISH was a person responsible for Range Store #20’s compliance with federal law and regulations.

64. Upon information and belief, at all relevant times, KEITH DENIS ABRAMS was a person responsible for Range Store #20's compliance with federal law and regulations.

65. As a responsible person listed on the Range Store #20's license to sell firearms, THOMAS O. WILLINGHAM, GLENN SCOTT SINISH and/or KEITH DENIS ABRAMS had the authority to direct the management, policies, and practices of the firearms-related activities of Range Store #20.

STATEMENT OF FACTS

A. THE RANGE ENTITIES ASSUMED DUTIES TO CAREFULLY TRAIN, MONITOR, AND SUPERVISE EMPLOYEES TO SPOT, STOP, AND REPORT STRAW SALES

66. When they chose to operate federally licensed firearms dealers like Range Store #20, the Range Entities voluntarily assumed a duty to act as the "principal agent[s] of federal enforcement in restricting criminals' access to firearms," and to "ensure that, in the course of sales or other dispositions weapons are not obtained by individuals whose possession of them would be contrary to the public interest." *Abramski*, 573 U.S. at 189 (internal quotation omitted).

67. A key aspect of the Range Entities' duty as gatekeepers controlling access to firearms involved learning and strictly complying with all relevant state and federal laws applicable to the sale, marketing, possession, and use of firearms.

68. Pursuant to the Range Entities' gatekeeper duty, they had an important obligation to train, supervise, and monitor their employees to make sure that they successfully identify, stop, and report straw purchases.

69. In particular, a reasonable gun dealer would have, prior to 2023, instituted safeguards to detect and stop straw sales, including (but not necessarily limited to) training its

employees to ask screening questions such as those suggested in the “Don’t Lie for the Other Guy” program supported by the ATF, immediately stopping a transaction if there are any red flags raising concerns that a straw purchase is occurring, and contacting law enforcement to enable further investigation if circumstances suggest a potentially unlawful transaction.

70. Notably, a federal license holder like Range Store #20 retains discretion, at all times, to refuse to sell a firearm for any reason – including based on concerns that a straw purchase is or might be occurring – even if a customer passes a background check.

71. Through a statute that became effective shortly after the date of this sale, the Illinois legislature underscored that dealers like the Range Entities have a duty to implement “[r]easonable controls” to prevent criminal diversion of firearms, “includ[ing] reasonable procedures, safeguards, and business practices that are designed to . . . prevent the sale or distribution of a firearm-related product to a straw purchaser . . .”. 815 ILCS 505/2DDDD(b)(1).

72. This statute formalized and underscored the importance of the Range Entities’ preexisting duty under the common law to responsibly train, monitor, and supervise their employees to detect, stop, and report straw purchasing activity.

73. Similarly, in recognition of the dangers associated with straw purchasing, Congress, via the Bipartisan Safer Communities Act enacted in 2022, added the term “straw purchasing” and one or more offenses specifically applicable to straw purchasing to the federal criminal code. *See* 18 U.S.C. 932-33.

74. Because it is well known that straw purchasers often channel guns into the hands of violent criminals (*see* below), provision of a firearm to a clear straw purchaser not only violates the statutes discussed below but also violates the general duty at common law to avoid entrusting dangerous instruments to parties showing a propensity to misuse them.

B. THE RANGE ENTITIES HAD NOTICE THAT CRIMINALS – INCLUDING PROHIBITED POSSESSORS LIKE MAXWELL WILLIAMS – FREQUENTLY SEEK TO ACQUIRE FIREARMS THROUGH STRAW PURCHASES AND THAT STRAW-PURCHASED FIREARMS FUEL VIOLENT CRIME

75. Prior to 2023, the Range Entities received actual or constructive notice from multiple sources that criminals and legally disqualified parties – including prohibited possessors like MAXWELL WILLIAMS – will seek to acquire firearms through straw purchases.

76. The Range Entities further received actual or constructive notice that straw purchasers would lie on relevant records at Range stores to acquire firearms.

77. Prior to 2023, the Range Entities also had notice that firearms acquired through straw purchases are likely to be used in violent crimes.

78. For example, in *United States v. McKenzie*, 33 F.4th 343 (6th Cir. 2022), the criminal in that case straw purchased numerous firearms in the span of five months, including from Range.³

79. The *McKenzie* defendant pled guilty to making false statements during acquisition of one or more firearms in violation of one or more provisions of federal law. *See* 18 U.S.C. 922(a)(6), 924(a)(2).

80. Similarly, in *United States v. Pulley*, 75 F.4th 929 (8th Cir. 2023), the defendant in that case purchased three firearms from two different Range stores through straw purchases.

81. The *Pulley* defendant pled guilty to one or more offenses associated with conspiring to commit a felony against the United States by making false statements during acquisition of a firearm. *See* 18 U.S.C. 922(g)(1), 924(a)(2).

³ At the time of that criminal case, Range was using the name Shoot Point Blank. Range changed its name to Range USA in 2022.

82. Additionally, in *United States v. Harris et al.*, 1:24cr50, (S.D. Ohio 2024), the defendants in that case used stolen credit card information online and then sent straw purchasers to pick up seven firearms and falsify federal firearms forms at Range.

83. Similarly, in *United States v. Moorman*, 1:24cr23, (S.D. Ohio 2025), the defendant in that case pled guilty to making false statements on a federal firearm form after purchasing at least 21 firearms from various stores, including Range.

84. More generally, in a 2000 public report, ATF emphasized that “[s]traw purchasing was the most common channel in [over 1,500] trafficking investigations” initiated over a multi-year period. ATF, *Following the Gun: Enforcing Federal Laws Against Firearms Traffickers* (June 2000) at xi.

85. In that same report, ATF further warned that “straw purchasers represent a significant overall crime and public safety problem.” *Id.* at 18.

86. The fact that straw-purchased firearms are foreseeably used by prohibited possessors in violent crimes has been further illustrated in specific, publicly-filed cases predating 2023. *See, e.g., Chiapperini v. Gander Mountain Co., Inc.*, 13 N.Y.S.3d 777 (N.Y. Sup. Ct. 2014) (felon used firearm acquired via straw purchaser to murder two firemen and seriously injure two others); *Coxie v. Academy, Ltd.*, No. 2018-CP-42-04297 (S.C. Ct. Cmmn. Pl. Jul. 29, 2019) (felon used firearm acquired via straw purchaser to commit multiple murders).

87. ATF has separately emphasized that straw purchases were the most common form of firearms trafficking in investigations specifically involving youth and juveniles -- accounting for over half of all firearms associated with such investigations over a multi-year period. ATF, *Commerce in Firearms*, 22 Table 12.

88. Thus, it was highly foreseeable to the Range Entities that a firearm like the Range gun sold in an obvious straw sale would likely end up being used in an unlawful act of violence by a prohibited possessor like MAXWELL WILLIAMS.

C. THE RANGE ENTITIES HAD NOTICE OF ACTUAL OR POTENTIAL PROBLEMS AT RANGE STORE #20 IN TERMS OF RANGE FIREARMS SOLD BY THAT STORE FREQUENTLY ENDING UP IN CRIMINAL INVESTIGATIONS

89. Additionally, prior to 2023, the Range Entities had notice through one or more warnings from law enforcement of actual or potential problems with how Range Store #20 was implementing (or failing to implement) practices designed to prevent the criminal diversion of firearms.

90. For example, in May 2022, the Range Entities received a “Demand Letter 2” from ATF in relation to Range Store #20.

91. This was a letter informing the Range Entities that in calendar year 2021, twenty-five or more guns sold by Range Store #20 were subsequently “traced” by law enforcement in criminal investigations within three years after their sale.

92. To clarify, in a typical “trace,” a gun recovered by state or local law enforcement in connection with a criminal investigation is referred to ATF.

93. ATF then uses the serial number of the gun and information related to the federally licensed manufacturers, distributors and dealers that it regulates to track each step in the manufacture, distribution, and sale of the gun down to a retail sale by a dealer like the Range Store #20 to a private person such as ERIN KROTZ-CZERWINSKI.

94. A Demand Letter 2 is significant because ATF has long recognized that both “multiple crime gun traces” and “short time-to-crime traces where the gun is used in a crime within three years after its retail sale” can be “trafficking indicators” that “signal [that] an FFL [federal

firearms license] or retail purchaser should be investigated for trafficking.” ATF, *Commerce in Firearms* at 2.

95. According to the most recent available data, the overwhelming majority of federal gun dealer licensees (more than 85%) have *no* crime guns traced to them in a given year and only 0.4% of dealers have twenty-five or more crime guns traced to them in a given year. *Id.* at 23, Table 13.

96. By definition, because guns sold in straw purchases flow directly into criminal hands, guns sold in straw purchases are much more likely than lawfully sold firearms to subsequently be used in a crime and traced.

97. Upon information and belief, dealers that abide by the law and implement reasonable safeguards to prevent illicit transactions – such as straw purchases – would not have a sufficient number of crime gun traces to qualify for a Demand Letter 2.

98. Range Store #20 is clearly not such a responsible dealer.

99. Both the Demand Letter 2 and each individual firearms trace received by Range Store #20 served as warnings to the Range Entities that the safety practices and procedures (if any) that were being implemented by Range Store #20 were or might be flawed and were potentially allowing illegal transactions – including, but not necessarily limited to, straw purchases.

100. Based on trace and other data, it was highly foreseeable to the Range Entities, prior to 2023, that Range Store #20 might sell a gun that would later be used in a crime and traced in a criminal investigation if Range did not investigate to identify and reform potential flaws in the safety practices (if any) employed by Range Store #20 to prevent the criminal diversion of firearms.

101. Upon information and belief, the Range Entities failed to conduct any appropriate investigation of the practices employed by Range Store #20 prior to 2023, despite this known risk.

D. A DEALER THAT COMPLETES AN OBVIOUS STRAW SALE KNOWINGLY VIOLATES FEDERAL OR STATE LAWS

102. When a private party like ERIN KROTZ-CZERWINSKI purchases a gun from a federally licensed dealer like Range Store #20 he or she must complete a transaction record known as an ATF Form 4473.

103. Straw purchasers like ERIN KROTZ-CZERWINSKI will falsely indicate that they are the actual purchaser of a relevant firearm on Question 21a⁴ of the form despite intending to provide the gun to another person.

104. A dealer like Range Store #20 is, separately, required to certify on ATF Form 4473 their belief that the sale is lawful.

105. A gun dealer that completes a straw sale despite actual and/or constructive knowledge that it is a straw transaction and falsely certifies such a sale as lawful on ATF Form 4473 knowingly violates, either directly or as an accomplice/co-conspirator, a number of federal or state laws applicable to the sale or marketing of firearms.

106. To clarify, a dealer that willfully blinds itself to a collection of clear “red flags” which, in aggregate and in context, make it clear that a straw purchase is occurring can be held to have facilitated a straw purchase under the common law doctrine of constructive knowledge.

107. In such a circumstance, constructive knowledge is sufficient to subject a dealer to both criminal and civil liability.

⁴ Previous versions of the ATF Form 4473 had a substantively identical question numbered as Question 11.a.

108. Specific examples of laws a seller knowingly violates, either directly or as an accomplice/co-conspirator, when it completes a straw sale while deliberately ignoring red flags, include but are not limited to:

- a. Prohibitions on making false statements in required firearms transaction records (18 U.S.C. 922 (a)(6), 922(m), 924(a); 720 ILCS 5/24-3.5)
- b. A requirement to run a background check on the actual purchaser of a firearm (*see* 18 U.S.C. 922(t));
- c. A requirement to keep records in compliance with regulations (18 U.S.C 923(g));
- d. Prohibitions on obscuring evidence of crimes committed by a third-party (18 U.S.C. 3, 4).

E. THE RANGE ENTITIES BREACHED THEIR DUTY OF CARE AND KNOWINGLY BROKE APPLICABLE LAWS BY SELLING THE RANGE GUN IN AN OBVIOUS STRAW SALE

109. On June 3, 2023, then 18-year-old MAXWELL WILLIAMS accompanied his girlfriend, then 21-year-old ERIN KROTZ-CZERWINSKI, into the Range store #20 to initiate purchase of the Range gun.

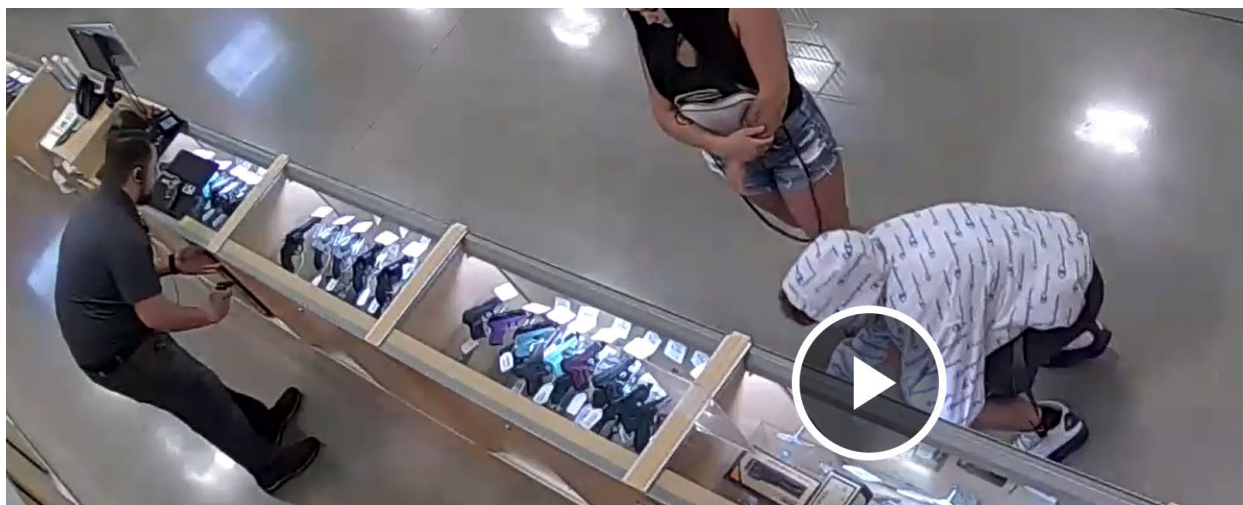
110. Upon information and belief, the Range Entities, by and through the actions of their actual agents, apparent agents, representatives and/or employees, and via its surveillance video, observed red flags on June 3, 2023, that, taken collectively, provided the Range Entities with actual or constructive knowledge that MAXWELL WILLIAMS was the true purchaser of the firearm and was using ERIN KROTZ-CZERWINSKI as a straw purchaser to illegally acquire the gun.

111. First, a male RANGE employee⁵ observed MAXWELL WILLIAMS approach the gun counter with ERIN KROTZ-CZERWINSKI:

⁵ At least one of the two male RANGE employees who observed the sale was ADRIAN ALEX DEVERA. Plaintiff does not currently know which of two employees was ADRIAN ALEX DEVERA. Discovery will clarify these facts.



60. Second, upon information and belief, MAXWELL WILLIAMS leaned down and pointed to the Range gun:



112. Third, upon information and belief, ERIN KROTZ-CZERWINSKI was clearly uncomfortable with handling the firearm – including needing guidance in how to rack the slide or manipulate the firearm:



113. Fourth, upon information and belief, MAXWELL WILLIAMS handed ERIN KROTZ-CZERWINSKI a large wad of cash (almost \$500) in the presence of a male Range employee:



114. Fifth, MAXWELL WILLIAMS then stood directly behind ERIN KROTZ-CZERWINSKI and oversaw the transaction as ERIN KROTZ-CZERWINSKI began to prepare to hand over the cash:



115. Sixth, ERIN KROTZ-CZERWINSKI counted out the hundreds of dollars of cash in front of a male Range employee:



116. Seventh, upon information and belief, MAXWELL WILLIAMS repeatedly leaned over and assisted ERIN KROTZ-CZERWINSKI as she filled out an electronic version of ATF Form 4473:



117. A male range employee clearly observed MAXWELL WILLIAMS appearing to assist ERIN KROTZ-CZERWINSKI with the ATF Form 4473:



118. Eighth, MAXWELL WILLIAMS again leaned over ERIN KROTZ-CZERWINSKI and, upon information and belief, took an active interest in making sure that the gun sale was in fact going through after a male Range employee returned with a paper copy of the ATF Form 4473 for ERIN KROTZ-CZERWINSKI's signature:



119. Ninth, MAXWELL WILLIAMS, was, upon information and belief, examining firearms accessories or other items to potentially use with the gun during the transaction:



120. Tenth upon information and belief, MAXWELL WILLIAMS, at one or more points during the transaction actively inserted himself into the transaction and communicated with a male RANGE employee and/or made audible comments regarding the gun:



121. Eleventh, upon information and belief, MAXWELL WILLIAMS patted ERIN KROTZ-CZERWINSKI on the back, embraced her and/or verbally encouraged or thanked her for completing the relevant paperwork in order to get the gun:



122. Twelfth, as he was waiting for the transaction to conclude, MAXWELL WILLIAMS expressed nervous behavior (such as twitching his leg, pacing behind ERIN KROTZ-CZERWINSKI, and/or playing with a key fob).

123. Some or all of these red flags appear even more clearly when the full video surveillance footage is watched.

124. The above examples of red flags reflected in screenshots from the video are meant to be illustrative rather than exhaustive, and discovery may reveal additional red flags.

125. For example, upon information and belief, including MAXWELL WILLIAMS's later statements to the police after the shooting of Plaintiff, MAXWELL WILLIAMS may have test-fired the Range gun on the Range firing range prior to directing its purchase.

126. The Range Entities' duty to prevent guns from ending up in the hands of dangerous individuals included looking at all of these red flags in the aggregate and in the context of the overall transaction.

127. MAXWELL WILLIAMS's active involvement with, supervision of, interest in and subsidy of the sale is consistent with the reality that MAXWELL WILLIAMS was the actual purchaser of the Range gun and was using ERIN KROTZ-CZERWINSKI as a straw purchaser to illicitly gain access to a gun he could not lawfully purchase or possess based on his age and lack of a FOID card.

128. Taken collectively, these red flags – either alone or in conjunction with additional indicators that may be developed during the discovery process – provided the Range Entities with, at a minimum, constructive knowledge on June 3, 2023, that ERIN KROTZ-CZERWINSKI had lied on ATF Form 4473 by representing herself as the actual buyer.

129. On June 6, 2023, MAXWELL WILLIAMS and ERIN KROTZ-CZERWINSKI returned to the Range store #20 to pick up the Range gun.

130. One or more additional red flags also appeared during this second visit and confirmed that this was a straw purchase.

131. First, even though the firearm was nominally for ERIN KROTZ-CZERWINSKI, MAXWELL WILLIAMS again accompanied her.

132. Second, while ERIN KROTZ-CZERWINSKI was in the process of picking up the Range gun from LAUREN MILLER, MAXWELL WILLIAMS was actively looking at firearms

accessories to, upon information and belief, use with the Range gun and made one or more comments regarding these accessories:



133. LAUREN MILLER, on June 6, 2023, certified the sale as lawful on ATF Form 4473 despite the Range Entities' awareness of all of the above red flags.

134. By completing this certification and finishing the transfer of the firearm, the Range Entities, either directly or as accomplices or co-conspirators with MAXWELL WILLIAMS and/or ERIN KROTZ-CZERWINSKI, knowingly violated one or more statutes applicable to the sale of firearms including, but not necessarily limited to, 18 U.S.C. 3, 4, 922 (a)(6), 922(m), 924(a), 922(t), 923(g); 720 ILCS 5/24-3.5.

135. To clarify, the Range Entities knowingly and directly violated multiple of the above statutes – including, but not necessarily limited to, those requiring a background check to be run on the actual purchaser of firearm or prohibiting the creation of false records. *See* 18 U.S.C. 922(t), 922(m).

136. However, the Range Entities also acted in concert to knowingly aid and abet one or more offenses by ERIN KROTZ-CZERWINSKI.

137. This would include, but is not necessarily limited to, the Range Entities aiding and abetting ERIN KROTZ-CZERWINSKI's false statement on the Form 4473, in violation of Sections 922(a)(6) and 924(a), that she was the actual buyer of the gun.

138. Specifically, the Range Entities took an affirmative act in concert with ERIN KROTZ-CERWINKSI (by falsely certifying, on the Form 4473, that a sale to an obvious straw purchaser was lawful) with the intent to facilitate the commission of ERIN KROTZ-CZERWINSKI's offenses (by endorsing the validity of her obvious lie that she was the true purchaser of the gun).

139. The Supreme Court of the United States – in *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos*, 2025 U.S. LEXIS 2199 (June 5, 2025) – recently confirmed that a dealer like Range Store #20 that engages in *unlawful* commerce in arms cannot evade civil liability by invoking the Protection of Lawful Commerce in Arms Act (“PLCAA,” 15 U.S.C. 7901-7903).

140. In fact, the Supreme Court recognized that PLCAA *allows* liability against a gun dealer like Range Store #20 in precisely a case like this one – namely a case in which a gun seller “aid[s] and abet[s] someone else’s firearms offense.” *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos*, 2025 U.S. LEXIS 2199, *7-8 (June 5, 2025).

141. Even more specifically, PLCAA allows liability where, as here, “a gun manufacturer (or seller) aids and abets another person ... in making a false statement about a gun sale’s legality . . .” *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos*, 2025 U.S. LEXIS 2199, *7-8 (Jun. 5, 2025) (citing 18 U.S.C. 7903(5)(A)(iii)(I)–(II)); *see also Smith & Wesson*, 2025 U.S. Lexis 2199, *13 (“To aid and abet a crime, a person must take an affirmative act in furtherance of that offense . . . [a]nd he must intend to facilitate the offense’s commission.”).

142. Upon information and belief, neither the Range Entities nor its employees contacted law enforcement at any point from June 3, 2023 onward to raise concerns about this sale and to provide law enforcement with the ability to further examine if a straw purchase was occurring and, potentially, the opportunity to intervene and confiscate the Range gun.

F. THE RANGE GUN WAS FORESEEABLY USED TO CAUSE PLAINTIFF'S INJURY

143. Upon information and belief, ERIN KROTZ-CZERWINSKI transferred the Range gun to MAXWELL WILLIAMS on or shortly after June 6, 2023.

144. Indeed, according to Grundy County public records, ERIN KROTZ-CZERWINSKI was charged with illegal transfer of a firearm and the date of the offense is listed as June 6, 2023.

145. On July 8, 2023, Plaintiff was driving to drop her daughter and a friend off at a high school graduation party on or around 5527 Sand Ridge Road, Morris, Illinois.

146. On July 8, 2023, 5527 Sand Ridge Road, Morris, Illinois was owned and controlled by JEFFREY D. WILLIAMS.

147. Plaintiff's daughter and her daughter's friend were sitting in the back seat of Plaintiff's car.

148. Upon information and belief, on or around July 8, 2023, JEFFREY D. WILLIAMS, acted in concert with MAXWELL WILLIAMS and ERIN KROTZ-CERWINSKI to host a party where there were dangerous underage drinkers like MAXWELL WILLIAMS.

149. When Plaintiff arrived at the party site, the home of JEFFREY D. WILLIAMS, police had already arrived on the scene to break up the party due to underage drinking.

150. Plaintiff thus attempted to use her GPS navigation device to figure out how to drive safely home.

151. As Plaintiff was attempting to find a route home, ERIN KROTZ-CZERWINSKI approached the driver's side of the vehicle and began angrily engaging with the Plaintiff.

152. ERIN KROTZ-CZERWINSKI reached into the car and began punching Plaintiff.

153. Plaintiff braced herself against the car door and attempted to defend herself from the assault using only her bare hands.

154. At no point did Plaintiff display, use, or motion to any object that could be construed as a weapon.

155. MAXWELL WILLIAMS intervened in the altercation and impulsively escalated the level of violence.

156. Specifically, he did so by pointing the Range gun at Plaintiff and shooting her in the neck.

157. On or around July 8, 2023, and at all times material, ERIN KROTZ-CZERWINSKI, acted in concert with MAXWELL WILLIAMS by providing him with assistance in obtaining a firearm and/or starting an altercation with the Plaintiff, LAURA CARLSON, knowing that MAXWELL WILLIAMS had the firearm and might use it to harm the Plaintiff, LAURA CARLSON.

158. The bullet MAXWELL WILLIAMS fired from the Range gun exited the back of Plaintiff's skull and lodged in the car.

159. Plaintiff was transported to a hospital for emergency medical care and faded in and out of consciousness.

160. An evaluating physician informed her that it was unclear if she was going to survive.

161. Plaintiff ultimately survived but continues to bear severe and permanent injuries from the bullet fired by the Range gun.

162. But for the Range Entities violating their duties to responsibly train, monitor, and supervise its employees to detect and stop clear straw purchases and, therefore, illegally selling the range gun to a clear straw purchaser, MAXWELL WILLIAMS would not have had access to the Range gun or been able to use it to harm Plaintiff on July 8, 2023.

163. Further, had Range complied with its duty to alert law enforcement to an actual or suspected straw sale in June 2023, law enforcement would likely have had an opportunity to investigate the sale to ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS and to intervene and confiscate the Range gun prior to July 2023.

164. The fact that a straw-purchased gun like the Range gun would be used by a prohibited possessor like MAXWELL WILLIAMS in an unlawful assault causing injury to a person like Plaintiff was a foreseeable risk based on Range's pre-sale notice of the dangers of straw purchasing.

165. The fact that a Range gun sold by Range Store #20 would end up in criminal hands was also foreseeable to Range based on, *inter alia*, trace data.

166. Plaintiff is entitled to redress for the foreseeable injuries inflicted upon her with the Range gun as a consequence of Range's negligent and knowingly unlawful misconduct in breach of its duties.

167. Upon information and belief, Range has not meaningfully changed its practices to prevent straw or otherwise illicit sales in the wake of the sale of the Range gun.

168. Upon information and belief, GLENN SCOTT SINISH,, KEITH DENNIS ADAMS and THOMAS O. WILLINGHAM all had managerial or oversight duties over Range

Store #20 at the time of the sale and were responsible for Range Store #20 complying with relevant laws so as to maintain Range's federal firearms license.

169. Upon information and belief, but for failures by GLENN SCOTT SINISH, KEITH DENNIS ADAMS and THOMAS O. WILLINGHAM to train, supervise and monitor Range employees at Range Store #20 the illegal sale described above would not have occurred.

170. MAXWELL WILLIAMS has faced criminal accountability for his acts contributing to Plaintiff's harm in that he received a prison term resulting from a plea to aggravated battery.

171. ERIN KROTZ-CZWERWINSKI also pled to a criminal battery offense.

172. The Range Entities have not yet faced any accountability for their misconduct that also contributed to Plaintiff's injuries.

173. Similarly, none of the individual defendants named herein have faced civil accountability for their misconduct.

Count I - LAURA CARLSON v. MAXWELL WILLIAMS - Battery and Assault

174. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

175. On or about July 8, 2023, and at all times material, with malicious intent, MAXWELL WILLIAMS, pointed the Range gun at Plaintiff LAURA CARLSON, pulled the trigger and shot her in the neck, with the bullet exiting through the back of her head.

176. The foregoing conduct was deliberate and outrageous and was conducted with the intent to cause injure, maim, and/or kill Plaintiff LAURA CARLSON.

177. As a direct and foreseeable result of MAXWELL WILLIAMS's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred

and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against MAXWELL WILLIAMS, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count II - LAURA CARLSON v. MAXWELL WILLIAMS - Negligence

178. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

179. MAXWELL WILLIAMS had a duty not to engage in activity that would create an unreasonable risk of harm to others and to utilize the gun in a reasonable manner.

180. MAXWELL WILLIAMS breached his duty of care owed to Plaintiff LAURA CARLSON when he fired the gun in a malicious, reckless, and/or targeted manner.

181. Such conduct directly caused Plaintiff substantial injury.

182. On or about July 8, 2023, and at all times material, MAXWELL WILLIAMS knew or should have known that firing the gun in a malicious, reckless, and targeted manner could lead to significant harm to the Plaintiff..

183. It was entirely foreseeable that the MAXWELL WILLIAMS's breach of the duty of care owed to Plaintiff would cause significant injury and/or death.

184. As a direct and proximate cause of the MAXWELL WILLIAMS's misconduct, Plaintiff was struck by a bullet in the neck.

185. As a direct and foreseeable result of MAXWELL WILLIAMS's negligence, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred

and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against MAXWELL WILLIAMS, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count III - LAURA CARLSON v. MAXWELL WILLIAMS - Negligent Infliction of Emotional Distress

186. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

187. MAXWELL WILLIAMS had a duty not to engage in activity that would create an unreasonable risk of harm to others and to utilize the gun in a reasonable manner.

188. This includes not using the gun in a way likely to terrify or emotionally traumatize others.

189. MAXWELL WILLIAMS breached his duty of care owed to Plaintiff when he fired the gun in a malicious, reckless, and/or targeted manner. Such conduct directly caused Plaintiff severe and permanent injury and resulted in significant emotional distress.

190. On or about July 8, 2023, and at all times material, MAXWELL WILLIAMS knew or should have known that firing the gun in a malicious, reckless, and targeted manner could lead to significant harm to the Plaintiff.

191. It was entirely foreseeable that the MAXWELL WILLIAMS's breach of the duty of care owed to Plaintiff would cause significant injury and/or death.

192. On or about July 8, 2023, and at all times material during the altercation and the shooting, Plaintiff reasonably feared for her own safety.

193. As a direct and proximate cause of the MAXWELL WILLIAMS's negligent and reckless acts or omissions set forth herein, Plaintiff LAURA CARLSON was negligently struck by a bullet in the neck.

194. As a direct and foreseeable result of MAXWELL WILLIAMS's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demand that judgment be entered against MAXWELL WILLIAMS, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count IV - LAURA CARLSON v. MAXWELL WILLIAMS - Intentional Infliction of Emotional Distress

195. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

196. On or about July 8, 2023, and at all times material, with malicious intent, MAXWELL WILLIAMS aimed the Range gun at Plaintiff and shot her in the neck, with the bullet exiting through the back of her head.

197. The foregoing conduct was deliberate and outrageous and was conducted with the intent to cause unfathomable emotional distress to Plaintiff. .

198. As a direct and foreseeable result of MAXWELL WILLIAMS's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred

and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against MAXWELL WILLIAMS, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count V - LAURA CARLSON v. ERIN KROTZ-CZERWINSKI - Negligence

199. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

200. On or about July 8, 2023, and at all times material, ERIN KROTZ-CZERWINSKI, had a duty to exercise reasonable care in the purchase of a firearm, and in not attempting to obtain a firearm on behalf of an individual who could not purchase a firearm. 720 ILCS 5/24-3.5, 430 ILCS 65/2(a), 18 U.S.C, 922(a)(6) and 924(a)(1)(A)

201. ERIN KROTZ-CZERWINSKI, owed a duty of care to Plaintiff and other members of the public who might be endangered by MAXWELL WILLIAMS's misuse of the Range gun because, upon information and belief, ERIN KROTZ-CZERWINSKI had actual or constructive knowledge of MAXWELL WILLIAMS's age, lack of FOID card, and inability to purchase a firearm in June 2023.

202. In order to purchase the firearm, ERIN KROTZ-CZERWINSKI, signed a completed ATF Form 4473, and checked the 'Yes' box for question 21a, which states:

Are you the actual transferee/buyer of all of the
firearm(s) listed on this form and any continuation
sheet(s) (ATF Form 5300.9A)? **Warning: You are**

not the actual transferee/buyer if you are acquiring any of the firearm(s) on behalf of another person. If you are not the actual transferee/buyer, the licensee cannot transfer any of the firearm(s) to you. Exception: If you are only picking up a repaired firearm(s) for another person, you are not required to answer 21a and may proceed to question 21b. (emphasis in original).

203. ERIN KROTZ-CZERWINSKI breached her duty of care owed to individuals who might come into contact with MAXWELL WILLIAMS and be injured should he illegally gain access to a firearm.

204. Specifically, upon information and belief, ERIN KROTZ-CZERWINSKI:

- a. Agreed to purchase the gun for MAXWELL WILLIAMS, knowing that he was prohibited from buying a gun due to his age and lack of FOID card;
- b. Falsely indicated that she was the actual purchaser of a relevant on Question 21.a of the ATF Form 4473 despite intending to provide the gun to MAXWELL WILLIAMS;
- c. Failed to warn others that MAXWELL WILLIAMS purchased and possessed the Range Gun; and
- d. Failed to take any action to protect the public, including Plaintiff, from MAXWELL WILLIAMS; and/or
- e. Was otherwise negligent.

205. As a direct and proximate result of ERIN KROTZ-CZERWINSKI's breach of her duty of care, Plaintiff has suffered severe physical and emotional harm.

206. But for ERIN KROTZ-CZERWINSKI's failure to exercise reasonable care, MAXWELL WILLIAMS would not have had the gun used to harm Plaintiff.

207. It is foreseeable that a legally prohibited possessor who is not allowed to own a firearm will misuse that firearm if an individual like ERIN KROTZ-CZERWINSKI helps him evade legal restrictions.

208. As a direct and foreseeable result of ERIN KROTZ-CZERWINSKI's negligence, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against ERIN KROTZ-CZERWINSKI, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count VI - LAURA CARLSON v. ERIN KROTZ-CZERWINSKI - Negligent Entrustment

209. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

210. ERIN KROTZ-CZERWINSKI was subject, at all times, to a duty to avoid entrusting a dangerous instrument like a gun to a party showing a heightened propensity to misuse it.

211. ERIN KROTZ-CZERWINSKI knowingly breached this duty by supplying the gun to MAXWELL WILLIAMS with actual or constructive knowledge that he would use the gun in a dangerous manner because he was legally prohibited from owning weapons.

212. A prohibited possessor's use of a gun in an unlawful act of violence – such as the attack at the graduation party – was a foreseeable consequence of ERIN KROTZ-CZERWINSKI's negligent entrustment of the firearm to MAXWELL WILLIAMS.

213. That foreseeable risk materialized here.

214. Because ERIN KROTZ-CZERWINSKI's breach directly and foreseeably contributed to Plaintiff's injuries by buying the gun for MAXWELL WILLIAMS and putting it in his hands, Plaintiff is entitled to recover under the law of negligent entrustment.

215. As a direct and foreseeable result of ERIN KROTZ-CZERWINSKI's negligence, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against ERIN KROTZ-CZERWINSKI, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count VII - LAURA CARLSON v. ERIN KROTZ-CZERWINSKI - In Concert Liability

216. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

217. Illinois law has adopted section 876 of the Restatement (Second) of Torts, entitled "Persons Acting In Concert," which holds liable persons who act "in concert" with another tortfeasor to cause harm. *E.g., Woods v. Cole*, 181 Ill.2d 512 (1998).

218. Specifically, for harm resulting to a third person for the tortious conduct of another, one is subject to liability if he (a) does a tortious act in concert with the other or pursuant to a common design with him, or (b) knows that the other's conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other to so conduct himself, or (c) gives

substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person.

219. The activities of ERIN KROTZ-CZERWINSKI as described above, including those occurring prior to the eventual shooting of Plaintiff on July 8, 2023: (a) were done in concert with the t MAXWELL WILLIAMS or pursuant to a common design with MAXWELL WILLIAMS, namely, to illegally obtain a firearm; (b) gave substantial assistance or encouragement to MAXWELL WILLIAMS knowing that MAXWELL WILLIAMS's possession of a firearm was in breach duties owed to Plaintiff and members of the general public who might encounter WILLIAMS; and (c) gave substantial assistance to MAXWELL WILLIAMS to accomplish such tortious result and, when separately considered, ERIN KROTZ-CZERWINSKI's conduct constituted an independent breach of duty to Plaintiff and others who might encounter MAXWELL WILLIAMS.

220. As a direct and foreseeable result of ERIN KROTZ-CZERWINSKI's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against ERIN KROTZ-CZERWINSKI, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count VIII - LAURA CARLSON v. JEFFREY D. WILLIAMS - Negligence

221. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

222. On or about July 8, 2023, and all times material, JEFFREY D. WILLIAMS knew or should have known about the dangers of underage drinking at parties.

223. On or about July 8, 2023, and at all times material JEFFREY D. WILLIAMS, had a duty to exercise reasonable care and caution to prevent those under 21 to have possession of or consume alcoholic beverages at his residence or place of control and/or to ensure that persons under 21 consuming alcohol at his home acted with reasonable care for their own and other's safety after he allowed them to consume alcohol at his home. 236 ILS 5/6-16; *Bell v. Hutsell*.

224. Upon information and belief, on or about July 8, 2023, and at all times material, JEFFREY D. WILLIAMS, voluntarily undertook a duty to exercise reasonable care and caution and to prevent those under 21 to have possession of or consume alcoholic beverages at his residence or place of control and/or to ensure that minors consuming alcohol at his home acted with reasonable care for their own and other's safety after he allowed them to consume alcohol at his home. 236 ILS 5/6-16; *Bell v. Hutsell*.

225. Upon information and belief, on or about July 8, 2023, and all times material, , JEFFREY D. WILLIAMS, breached his duties and was negligent in one or more of the following ways:

- a. Failing to prevent those under 21 from possessing or consuming alcohol on his property;
- b. Failing to ensure that those under 21 consuming alcohol at his own did not harm anyone else on and/or near the premises;
- c. Failing to supervise the premises to ensure that those under 21s that had consumed alcohol did not harm others on the premises;
- d. Failing to ensure that those under 21 that had consumed alcohol on his premises did not possess dangerous weapons, such as a firearm;
- e. Failing to properly supervise the premises to ensure that alcohol was not brought onto his property; and/or
- f. Was otherwise careless and/or negligent.

226. Upon information and belief, as a direct and foreseeable result of JEFFREY D. WILLIAMS's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against JEFFREY D. WILLIAMS, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count IX - LAURA CARLSON v. JEFFREY D. WILLIAMS - In Concert Liability

227. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

228. Illinois law has adopted section 876 of the Restatement (Second) of Torts, entitled "Persons Acting In Concert," which holds liable persons who act "in concert" with another tortfeasor to cause harm. *E.g., Woods v. Cole*, 181 Ill.2d 512 (1998). Specifically, for harm resulting to a third person for the tortious conduct of another, one is subject to liability if he (a) does a tortious act in concert with the other or pursuant to a common design with him, or (b) knows that the other's conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other to so conduct himself, or (c) gives substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person.

229. The activities of JEFFREY D. WILLIAMS as described above, including those occurring prior to the eventual shooting of Plaintiff on July 8, 2023: (a) were done in concert with the MAXWELL WILLIAMS or pursuant to a common design with MAXWELL WILLIAMS; (b) gave substantial assistance or encouragement to MAXWELL WILLIAMS knowing that

MAXWELL WILLIAMS was breaching duties to Plaintiff and other members of the general public; and (c) gave substantial assistance to MAXWELL WILLIAMS to accomplish such tortious result and, when separately considered, JEFFREY D. WILLIAMS's conduct constituted an independent breach of duty to Plaintiff.

230. As a direct and foreseeable result of JEFFREY D. WILLIAMS's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against JEFFREY D. WILLIAMS, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

**Count X - LAURA CARLSON v. SHOREWOOD OPERATIONS, LLC d/b/a RANGE
USA #20 d/b/a SHOOT POINT BLANK - Negligence**

231. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

232. Range Store #20 had, at all times, a duty to exercise reasonable care in the training, supervising, and monitoring of its employees to prevent straw purchasers and other dangerous parties from gaining access to firearms.

233. Range Store #20, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, similarly upon information and belief had a duty to responsibly train, supervise, and monitor its employees to promptly report actual or suspected straw sales to law enforcement.

234. A breach of either or both duties constitutes negligence.

235. Such breach occurred in this case.

236. Specifically, due to apparent failures in training, supervision, and monitoring, Range employees, at a minimum, willfully blinded themselves to a collection of clear indicators in June 2023 informing them that ERIN KROTZ-CZERWINSKI was a straw buyer supplying a gun to a person (MAXWELL WILLIAMS) who was not allowed to purchase it on his own from Range Store #20.

237. In so doing, Range Store #20 individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, not only violated its duty of reasonable care, but also knowingly breached a number of laws applicable to firearms sales including, but not necessarily limited to, 18 U.S.C. 3, 4, 922 (a)(6), 922(m), 924(a), 922(t)), 923(g); 720 ILCS 5/24-3.5 .

238. Additionally, Range Store #20 individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, failed to timely report the clear straw sale of the Range gun to law enforcement.

239. Range Store #20's breach of these duties is egregious because, as a federally licensed gun dealer, Range Store #20 was obligated to know and comply with the relevant laws applicable to the sale of firearms.

240. A prohibited possessor like MAXWELL WILLIAMS misusing a straw-purchased firearm sold by Range Store #20 in a violent attack such as the one that harmed Plaintiff was a foreseeable result of Range's misconduct.

241. Because Range's misconduct individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, directly and foreseeably contributed to Plaintiff's injuries by channeling the Range Store #20 gun into MAXWELL WILLIAMS's' hands and precluding law enforcement from having an opportunity to intervene and confiscate the firearm, she is entitled to recover under the law of negligence.

242. In summary, Range Store #20, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, breached its duty of care and was negligent by:

- a. Failing to properly train its employees
- b. Failing to sufficiently supervise its employees
- c. Failing to sufficiently monitor its employees
- d. Failing to properly recognize the signs and/or indications that a customer was making a straw purchase;
- e. Failing to prevent a straw sale;
- f. Failing to timely report the straw sale;
- g. Failing to abide by the laws regulating the sale of firearms, including but not limited to 18 U.S.C. 3, 4, 922 (a)(6), 922(m), 924(a), 922(t)), 923(g); 720 ILCS 5/24-3.5; and/or
- h. Was otherwise negligent.

243. As a direct and foreseeable result of the aforementioned breaches of reasonable care and knowing violations of law by Range Store #20, Plaintiff was seriously injured and has suffered,

and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XI - LAURA CARLSON v. SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK - Negligent Entrustment

244. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

245. Range Store #20 was subject, at all times, to a duty to avoid entrusting a dangerous instrument like a gun to a party showing a heightened propensity to misuse it.

246. Range Store #20 individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, breached this duty by supplying the Range gun to ERIN KROTZ-CZERWINSKI, who was acting as a straw purchaser for MAXWELL WILLIAMS, with actual or constructive knowledge that the gun would be used in a dangerous manner.

247. A prohibited possessor's use of a gun in an unlawful act of violence – such as the attack at the graduation party – was a foreseeable consequence of Range's negligent entrustment

of the firearm to ERIN KROTZ-CZERWINSKI, as a straw purchaser for MAXWELL WILLIAMS.

248. That foreseeable risk materialized here.

249. Because Range Store #20's breach directly and foreseeably contributed to Plaintiff's injuries by allowing for the straw purchase of the gun for MAXWELL WILLIAMS and putting it in his hands, and by not allowing law enforcement an opportunity to intervene, Plaintiff is entitled to recover under the law of negligent entrustment.

250. As a direct and foreseeable result of Range's negligent and knowingly unlawful misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XII - LAURA CARLSON v. SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK - In Concert Liability

251. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

252. Illinois law has adopted section 876 of the Restatement (Second) of Torts, entitled "Persons Acting In Concert," which holds liable persons who act "in concert" with another

tortfeasor to cause harm. *E.g.*, *Woods v. Cole*, 181 Ill.2d 512 (1998). Specifically, for harm resulting to a third person for the tortious conduct of another, one is subject to liability if he (a) does a tortious act in concert with the other or pursuant to a common design with him, or (b) knows that the other's conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other to so conduct himself, or (c) gives substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person.

253. The activities of Range Store #20 as described above, including those occurring prior to the eventual shooting of Plaintiff on July 8, 2023: (a) were done in concert with ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS or pursuant to a common design with both of them; (b) gave substantial assistance or encouragement to ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS knowing that both were breaching duties to members of the general public who might be endangered by MAXWELL WILLIAMS's misuse of the Range gun; and (c) gave substantial assistance to ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS to accomplish such tortious result and, when separately considered, Range Store #20's conduct constituted an independent breach of duty to members of the general public who might foreseeably be harmed (including Plaintiff).

254. As a direct and foreseeable result of Range's negligent and knowingly unlawful misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against SHOREWOOD OPERATIONS, LLC d/b/a RANGE USA #20 d/b/a SHOOT POINT BLANK, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XIII - LAURA CARLSON v. TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK - Negligence

255. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

256. Range individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA had, at all times, a duty to responsibly train, supervise, and monitor its employees to prevent straw purchasers and other dangerous parties from gaining access to firearms.

257. Range individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA similarly upon information and belief had a duty to responsibly train, supervise, and monitor its employees to promptly report actual or suspected straw sales to law enforcement.

258. A breach of either duty constitutes negligence.

259. Such breach occurred in this case.

260. Specifically, due to apparent failures in training, supervision, and monitoring, Range employees, at a minimum, willfully blinded themselves to a collection of clear indicators

in June 2023 informing them that ERIN KROTZ-CZERWINSKI was a straw buyer supplying a gun to a person MAXWELL WILLIAMS, who was not allowed to purchase it on his own from Range.

261. In so doing, Range individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, not only violated its duty of reasonable care but also knowingly breached a number of laws applicable to the sale of firearms including, but not necessarily limited to, 18 U.S.C. 3, 4, 922 (a)(6), 922(m), 924(a), 922(t)), 923(g); 720 ILCS 5/24-3.5.

262. Additionally, Range employees failed to timely report the clear straw sale of the Range gun to law enforcement.

263. Range's breach of its duties is especially egregious because, as a federally licensed gun dealer, Range was obligated to know and comply with the relevant laws applicable to firearms sales

264. A prohibited possessor misusing a straw-purchased firearm sold by Range Store #20 in a violent attack such as the one that harmed Plaintiff was a foreseeable result of Range's misconduct.

265. Because Range's misconduct individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, directly and foreseeably contributed to Plaintiff's injuries by channeling the gun into MAXWELL WILLIAMS's hands and precluding law enforcement from having an opportunity to intervene and confiscate the firearm, she is entitled to recover under the law of negligence.

266. In summary, Range, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, breached its duty of care and was negligent by:

- a. Failing to properly train its employees
- b. Failing to sufficiently supervise its employees
- c. Failing to sufficiently monitor its employees
- d. Failing to properly recognize the signs and/or indications that a customer was making a straw purchase;
- e. Failing to prevent a straw sale;
- f. Failing to timely report the straw sale;
- g. Failing to abide by the laws regulating the sale of firearms, including but not limited to 18 U.S.C. 3, 4, 922 (a)(6), 922(m), 924(a), 922(t)), 923(g); 720 ILCS 5/24-3.5; and/or
- h. Was otherwise negligent.

267. As a direct and foreseeable result of Range's negligent and knowingly unlawful misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK, individually and by and through the actions of its apparent agents,

actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XIV - LAURA CARLSON v. TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK - Negligent Entrustment

268. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

269. Range, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, was subject, at all times, to a duty to avoid entrusting a dangerous instrument like a gun to a party showing a heightened propensity to misuse it.

270. Range individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, breached this duty by supplying the gun to ERIN KROTZ-CZERWINSKI, as a straw purchaser for MAXWELL WILLIAMS, with actual or constructive knowledge that the gun would be used in a dangerous manner.

271. A prohibited possessor's use of a gun in an unlawful act of violence – such as the attack at the graduation party – was a foreseeable consequence of Range's negligent entrustment of the firearm to ERIN KROTZ-CZERWINSKI, as a straw purchaser for MAXWELL WILLIAMS.

272. That foreseeable risk materialized here.

273. Because Range's breach directly and foreseeably contributed to Plaintiff LAURA CARLSON's injuries by allowing for the straw purchase of the gun for MAXWELL WILLIAMS and putting it in his hands, and by depriving law enforcement of an opportunity to intervene, Plaintiff is entitled to recover under the law of negligent entrustment.

274. As a direct and foreseeable result of Range's negligent entrustment, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XV - LAURA CARLSON v. TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK - In Concert Liability

275. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

276. Illinois law has adopted section 876 of the Restatement (Second) of Torts, entitled "Persons Acting In Concert," which holds liable persons who act "in concert" with another tortfeasor to cause harm. *E.g., Woods v. Cole*, 181 Ill.2d 512 (1998). Specifically, for harm resulting to a third person for the tortious conduct of another, one is subject to liability if he (a) does a tortious act in concert with the other or pursuant to a common design with him, or (b) knows

that the other's conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other to so conduct himself, or (c) gives substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person.

277. The activities of Range as described above, including those occurring prior to the eventual shooting of Plaintiff on July 8, 2023: (a) were done in concert with ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS or pursuant to a common design with both of them; (b) gave substantial assistance or encouragement to ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS knowing that both were breaching duties to members of the general public (such as Plaintiff) who might foreseeably be endangered by MAXWELL WILLIAMS's misuse of the gun; and (c) gave substantial assistance to MAXWELL WILLIAMS to accomplish such tortious result and, when separately considered, , Range's conduct constituted an independent breach of duty to members of the general public (such as Plaintiff) who might be harmed..

278. As a direct and foreseeable result of Range's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against TOPCO AMERICA, LLC d/b/a RANGE USA d/b/a SHOOT POINT BLANK, individually and by and through the actions of its apparent agents, actual agents, representatives and/or employees, including but not limited to THOMAS

O. WILLINGHAM, LAUREN MILLER and/or ADRIAN ALEX DEVERA, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XVI - LAURA CARLSON v. THOMAS O. WILLINGHAM - Negligence

279. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

280. In 2023 and at all times relevant, as a managing member for Range Store #20, THOMAS O. WILLINGHAM, individually and as an apparent agent, actual agent, representative and/or employee of Range had a duty to:

- a. responsibly train, supervise, and monitor his employees to prevent straw purchasers and other dangerous parties from gaining access to firearms;
- b. responsibly train, supervise, and monitor his employees to promptly report actual or suspected straw sales to law enforcement.

281. A breach of any such duty constitutes negligence.

282. Such breach occurred in this case.

283. In or around June 2023, Range employees managed by THOMAS O. WILLINGHAM—including, but not necessarily limited to, upon information and belief LAUREN MILLER and/or ADRIAN ALEX DEVERA –sold the gun to ERIN KROTZ-CZERWINSKI through an in-person transaction, while MAXWELL WILLIAMS was present.

284. Due to apparent failures in training, supervision, and monitoring, employees managed by THOMAS O. WILLINGHAM, at a minimum, willfully blinded themselves to a collection of clear indicators in June 2023 informing them that ERIN KROTZ-CZERWINSKI was a straw buyer supplying a gun to a person, MAXWELL WILLIAMS, who was not allowed to purchase it on his own from Range.

285. Additionally, employees managed by THOMAS O. WILLINGHAM failed to timely report the clear straw sale of the Range gun to law enforcement.

286. A prohibited possessor misusing a straw-purchased firearm sold by Range Store #20 in a violent attack such as the one that harmed Plaintiff was a foreseeable result THOMAS O. WILLINGHAM's misconduct.

287. Because THOMAS O. WILLINGHAM's misconduct directly and foreseeably contributed to Plaintiff's injuries by channeling the gun into MAXWELL WILLIAMS's hands and precluding law enforcement from having an opportunity to intervene, she is entitled to recover under the law of negligence.

288. THOMAS O. WILLINGHAM's breaches were egregious, because as the manager of a federally licensed gun dealer, THOMAS O. WILLINGHAM was obligated to make sure Range, through its agents and employees, was complying with relevant laws applicable to firearms sales – including those prohibiting straw purchasing activity.

289. As a direct and foreseeable result, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against THOMAS O. WILLINGHAM, individually and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XVII - LAURA CARLSON v. LAUREN MILLER - Negligence

290. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

291. In 2023 and at all times relevant, LAUREN MILLER, individually and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20, had a duty to:

- a. identify and properly respond to indicators of actual or potential straw purchases by halting transactions where such indicators were present;
- b. promptly report actual or suspected straw sales to law enforcement; and/or
- c. was otherwise negligent.

292. A breach of any of the aforementioned duty constitutes negligence.

293. Such breach occurred in this case.

294. Specifically, LAUREN MILLER willfully blinded herself to a collection of clear indicators in June 2023 informing her that ERIN KROTZ-CZERWINSKI was a straw buyer supplying a gun to a person, MAXWELL WILLIAMS, who was not allowed to purchase it on his own from Range,

295. Additionally, LAUREN MILLER failed to timely report the clear straw sale of the Range gun to law enforcement.

296. A prohibited possessor misusing a straw-purchased firearm sold by Range Store #20 in a violent attack such as the one that harmed Plaintiff was a foreseeable result of LAUREN MILLER's misconduct in ignoring indicators of straw purchasing activity and failing to report them to law enforcement.

297. Because LAUREN MILLER's misconduct directly and foreseeably contributed to Plaintiff's injuries by channeling the gun into MAXWELL WILLIAMS's hands and precluding law enforcement from having an opportunity to intervene and confiscate the firearm, Plaintiff is entitled to recover under the law of negligence.

298. As a direct and foreseeable result, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against LAUREN MILLER, individually, and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XVIII - LAURA CARLSON v. LAUREN MILLER - Negligent Entrustment

299. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

300. LAUREN MILLER was subject, at all times, to a duty to avoid entrusting a dangerous instrument like a gun to a party showing a heightened propensity to misuse it.

301. LAUREN MILLER breached this duty by supplying the gun to ERIN KROTZ-CZERWINSKI, while ignoring clear indicators that she was acting as a straw purchaser for MAXWELL WILLIAMS.

302. A prohibited possessor's use of a gun in an unlawful act of violence – such as the attack at the graduation party – was a foreseeable consequence of LAUREN MILLER's negligent entrustment of the firearm to ERIN KROTZ-CZERWINSKI, as a straw purchaser for MAXWELL WILLIAMS.

303. That foreseeable risk materialized here.

304. Because LAUREN MILLER's breach directly and foreseeably contributed to Plaintiff's injuries by allowing for the straw purchase of the gun for MAXWELL WILLIAMS and

putting it in his hands, and not affording law enforcement an opportunity to intervene, Plaintiff is entitled to recover under the law of negligent entrustment.

305. As a direct and foreseeable result of LAUREN MILLER's negligent entrustment of the Range gun, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against LAUREN MILLER, individually, and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XIX - LAURA CARLSON v. LAUREN MILLER - In Concert Liability

306. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

307. Illinois law has adopted section 876 of the Restatement (Second) of Torts, entitled "Persons Acting In Concert," which holds liable persons who act "in concert" with another tortfeasor to cause harm. *E.g., Woods v. Cole*, 181 Ill.2d 512 (1998). Specifically, for harm resulting to a third person for the tortious conduct of another, one is subject to liability if he (a) does a tortious act in concert with the other or pursuant to a common design with him, or (b) knows that the other's conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other to so conduct himself, or (c) gives substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person.

308. The activities of LAUREN MILLER as described above, including those occurring prior to the eventual shooting of Plaintiff LAURA CARLSON on July 8, 2023: (a) were done in concert with the ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS or pursuant to a common design with both of them; (b) gave substantial assistance or encouragement to ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS knowing that MAXWELL WILLIAMS's possession or misuse of a gun would breach a duty to avoid endangering members of the general public who might encounter MAXWELL WILLIAMS (such as Plaintiff) ; and (c) gave substantial assistance to ERIN KROTZ-CZWERWINSKI and MAXWELL WILLIAMS to accomplish such tortious result and, when separately considered, LAUREN MILLER's conduct constituted an independent breach of duty to members of the general public (such as Plaintiff) who might foreseeably be injured by MAXWELL WILLIAMS's misuse of the Range gun.

309. As a direct and foreseeable result of LAUREN MILLER's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, , by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against LAUREN MILLER, individually, and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XX - LAURA CARLSON v. ADRIAN ALEX DEVERA - Negligence

310. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

311. ADRIAN ALEX DEVERA, individually and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20, had, at all times, a duty to identify and prevent straw purchasers and other dangerous parties from gaining access to firearms.

312. ADRIAN ALEX DEVERA, individually and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 similarly had a duty to promptly report actual or suspected straw sales to law enforcement.

313. A breach of either duty constitutes negligence.

314. Such a breach occurred in this case.

315. Specifically, ADRIAN ALEX DEVERA, individually and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20, willfully blinded himself to a collection of clear indicators in June 2023 informing him that ERIN KROTZ-CZERWINSKI was a straw buyer supplying a gun to a person, MAXWELL WILLIAMS, who was not allowed to purchase it on his own from Range.

316. Additionally, ADRIAN ALEX DEVERA failed to timely report the clear straw sale of the Range gun to law enforcement.

317. A prohibited possessor misusing a straw-purchased firearm sold by Store #20 in a violent attack such as the one that harmed Plaintiff was a foreseeable result of ADRIAN ALEX DEVERA's misconduct.

318. Because ADRIAN ALEX DEVERA's misconduct directly and foreseeably contributed to Plaintiff's injuries by channeling the gun into Williams' hands and precluding law enforcement from having an opportunity to intervene and confiscate the firearm, she is entitled to recover under the law of negligence.

319. As a direct and foreseeable result of ADRIAN ALEX DEVERA's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against ADRIAN ALEX DEVERA, in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XXI - LAURA CARLSON v. ADRIAN ALEX DEVERA - In Concert Liability

320. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

321. Illinois law has adopted section 876 of the Restatement (Second) of Torts, entitled "Persons Acting In Concert," which holds liable persons who act "in concert" with another tortfeasor to cause harm. *E.g., Woods v. Cole*, 181 Ill.2d 512 (1998). Specifically, for harm resulting to a third person for the tortious conduct of another, one is subject to liability if he (a) does a tortious act in concert with the other or pursuant to a common design with him, or (b) knows that the other's conduct constitutes a breach of duty and gives substantial assistance or encouragement to the other to so conduct himself, or (c) gives substantial assistance to the other in accomplishing a tortious result and his own conduct, separately considered, constitutes a breach of duty to the third person.

322. The activities of ADRIAN ALEX DEVERA as described above, including those occurring prior to the eventual shooting of Plaintiff LAURA CARLSON on July 8, 2023: (a) were done in concert with the ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS or pursuant

to a common design with both of them; (b) gave substantial assistance or encouragement to ERIN KROTZ-CZWERWINSKI and MAXWELL WILLIAMS knowing that MAXWELL WILLIAMS's possession of a firearm would breach a duty to avoid endangering members of the public (like Plaintiff) who might come into contact with MAXWELL WILLIAMS; and (c) gave substantial assistance to ERIN KROTZ-CZERWINSKI and MAXWELL WILLIAMS to accomplish such tortious result and, when separately considered, ADRIAN ALEX DEVERA's conduct constituted an independent breach of duty to Plaintiff.

323. As a direct and foreseeable result, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against ADRIAN ALEX DEVERA, individually, and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XXII - LAURA CARLSON v. GLENN SCOTT SINISH - Negligence

324. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

325. In 2023 and at all times relevant, as a manager and/or person listed as a responsible person on the license for Range Store #20, GLENN SCOTT SINISH, individually and as an apparent agent, actual agent, representative and/or employee of Range had a duty to:

- a. responsibly train, supervise, and monitor his employees to prevent straw purchasers and other dangerous parties from gaining access to firearms;
- b. responsibly train, supervise, and monitor his employees to promptly report actual or suspected straw sales to law enforcement.

326. A breach of any such duty constitutes negligence.

327. Such breach occurred in this case.

328. In or around June 2023, Range employees managed by GLENN SCOTT SINISH—including, but not necessarily limited to, upon information and belief LAUREN MILLER and/or ADRIAN ALEX DEVERA—sold the gun to ERIN KROTZ-CZERWINSKI through an in-person transaction, while MAXWELL WILLIAMS was present.

329. Due to apparent failures in training, supervision, and monitoring, employees managed by GLENN SCOTT SINISH, at a minimum, willfully blinded themselves to a collection of clear indicators in June 2023 informing them that ERIN KROTZ-CZERWINSKI was a straw buyer supplying a gun to a person, MAXWELL WILLIAMS, who was not allowed to purchase it on his own from Range.

330. Additionally, employees, managed by and/or working under the license where GLEN SCOTT SINISH was listed as a responsible person, failed to timely report the clear straw sale of the Range gun to law enforcement.

331. A prohibited possessor misusing a straw-purchased firearm sold by Range Store #20 in a violent attack such as the one that harmed Plaintiff was a foreseeable result GLENN SCOTT SINISH's misconduct.

332. Because GLENN SCOTT SINISH's misconduct directly and foreseeably contributed to Plaintiff's injuries by channeling the gun into MAXWELL WILLIAMS's hands and precluding law enforcement from having an opportunity to intervene, she is entitled to recover under the law of negligence.

333. GLENN SCOTT SINISH's breaches were egregious, because as the manager and/or responsible person of a federally licensed gun dealer, GLENN SCOTT SINISH was

obligated to make sure Range, through its agents and employees, was complying with relevant laws applicable to firearms sales – including those prohibiting straw purchasing activity.

334. As a direct and foreseeable result of GLENN SCOTT SINISH's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish, emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against GLENN SCOTT SINISH, individually and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Count XXII - LAURA CARLSON v. KEITH DENNIS ADAMS - negligence

335. Plaintiff repeats and re-alleges paragraphs 1-173 as if fully alleged herein.

336. In 2023 and at all times relevant, as a manager and/or person listed as a responsible person on the license for Range Store #20, KEITH DENNIS ADAMS, individually and as an apparent agent, actual agent, representative and/or employee of Range had a duty to:

- a. responsibly train, supervise, and monitor his employees to prevent straw purchasers and other dangerous parties from gaining access to firearms;
- b. responsibly train, supervise, and monitor his employees to promptly report actual or suspected straw sales to law enforcement.

337. A breach of any such duty constitutes negligence.

338. Such breach occurred in this case.

339. In or around June 2023, Range employees managed by KEITH DENNIS ADAMS—including, but not necessarily limited to, upon information and belief LAUREN MILLER and/or

ADRIAN ALEX DEVERA –sold the gun to ERIN KROTZ-CZERWINSKI through an in-person transaction, while MAXWELL WILLIAMS was present.

340. Due to apparent failures in training, supervision, and monitoring, employees managed by KEITH DENNIS ADAMS, at a minimum, willfully blinded themselves to a collection of clear indicators in June 2023 informing them that ERIN KROTZ-CZERWINSKI was a straw buyer supplying a gun to a person, MAXWELL WILLIAMS, who was not allowed to purchase it on his own from Range.

341. Additionally, employees, managed by and/or working under the license where KEITH DENNIS ADAMS was listed as a responsible person, failed to timely report the clear straw sale of the Range gun to law enforcement.

342. A prohibited possessor misusing a straw-purchased firearm sold by Range Store #20 in a violent attack such as the one that harmed Plaintiff was a foreseeable result KEITH DENNIS ADAMS's misconduct.

343. Because KEITH DENNIS ADAMS's misconduct directly and foreseeably contributed to Plaintiff's injuries by channeling the gun into MAXWELL WILLIAMS's hands and precluding law enforcement from having an opportunity to intervene, she is entitled to recover under the law of negligence.

344. KEITH DENNIS ADAMS's breaches were egregious, because as the manager and/or responsible person of a federally licensed gun dealer, KEITH DENNIS ADAMS was obligated to make sure Range, through its agents and employees, was complying with relevant laws applicable to firearms sales – including those prohibiting straw purchasing activity.

345. As a direct and foreseeable result of KEITH DENNIS ADAMS's misconduct, Plaintiff was seriously injured and has suffered, and will continue to suffer, pain and anguish,

emotional distress, loss of enjoyment of life, loss of earnings and earning capacity, and has incurred and will continue to incur substantial expenses for medical treatment, and other economic and/or noneconomic damages.

WHEREFORE, Plaintiff, by and through her attorneys, SMITH LACIEN LLP and BRADY, demands that judgment be entered against KEITH DENNIS ADAMS, individually and as an apparent agent, actual agent, representative and/or employee of Range and/or Range Store #20 in a fair amount in excess of fifty thousand dollars (\$50,000.00).

Respectfully Submitted,

Smith LaCien LLP

/s/Todd A. Smith

Attorney for Plaintiff

The Brady Center to Prevent Gun Violence

/s/Douglas Letter

Attorney for Plaintiff

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Douglas Letter (*Pro Hace Vice Forthcoming*)

Erin Davis (*Pro Hae Vice
Forthcoming*)

Robert Cross (*Pro Hae Vice
Forthcoming*)

**The Brady Center to Prevent Gun
Violence**

840 First Street NE, Suite 400
Washington, D.C. 20002
(202) 370-8106

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

LAURA CARLSON,

Plaintiff,

v.

SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK individually, and/or by and through
its actual agents, apparent agents and/or
employees; **TOPCO AMERICA, LLC** d/b/a
RANGE USA d/b/a SHOOT POINT BLANK
individually, and/or by and through its actual
agents, apparent agents and/or employees;
THOMAS O. WILLINGHAM, individually
and as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC
d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;

LAUREN MILLER, individually and as the
actual agent, apparent agent, representative
and/or employee of SHOREWOOD
OPERATIONS, LLC d/b/a RANGE USA #20
d/b/a SHOOT POINT BLANK and/or TOPCO
AMERICA, LLC d/b/a RANGE USA d/b/a
SHOOT POINT BLANK;

ADRIAN ALEX DEVERA, individually and
as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC
d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;

GLENN SCOTT SINISH, individually and
as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC

No.

JURY DEMANDED

d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;
KEITH DENNIS ADAMS, individually and
as the actual agent, apparent agent,
representative and/or employee of
SHOREWOOD OPERATIONS, LLC d/b/a
RANGE USA #20 d/b/a SHOOT POINT
BLANK and/or TOPCO AMERICA, LLC
d/b/a RANGE USA d/b/a SHOOT POINT
BLANK;
MAXWELL WILLIAMS;
ERIN KROTZ-CZERWINSKI; and
JEFFREY D. WILLIAMS;

Defendants.

AFFIDAVIT

The Affiant, Todd A. Smith, being duly sworn on oath, states:

1. I am one of the attorneys for the Plaintiff in the above cause of action.
2. The money damages sought in this cause of action are in excess of fifty thousand dollars (\$50,000.00).

FURTHER AFFIANT SAYETH NOT.

/s/ Todd A. Smith

Todd A. Smith

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

SMITH LACIEN LLP
70 West Madison Street, Suite 2250
Chicago, IL 60602-4212
Phone: (312) 509-8900
Attorney No. 64554