

No. 25-

IN THE
Supreme Court of the United States

WESTFORTH SPORTS, INC.,

Petitioner,

v.

THE CITY OF CHICAGO,

Respondent.

**ON PETITION FOR A WRIT OF CERTIORARI TO THE
SUPREME COURT OF ILLINOIS**

PETITION FOR A WRIT OF CERTIORARI

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QUESTION PRESENTED

Does the Due Process Clause of the Fourteenth Amendment to the United States Constitution allow a state to exercise specific personal jurisdiction over a non-resident retail seller of legal, non-defective, easily-transportable products based on the seller's foreseeability that some such products may, through the agency of third parties over whom the seller has no control, be transported into the forum state without any direction from the seller?

CORPORATE DISCLOSURE STATEMENT

No parent corporation or publicly held company holds any ownership interest in Petitioner, Westforth Sports, Inc.

RELATED CASES STATEMENT

- City of Chicago v. Westforth Sports, Inc., No. 21 CH 1897, Circuit Court of Cook County, Chancery Division. Judgment entered May 25, 2023.
- City of Chicago v. Westforth Sports, Inc., No. 1-23-1908, Appellate Court of Illinois, First District, Sixth Division. Judgment entered March 14, 2025.
- City of Chicago v. Westforth Sports, Inc., No. 131735, Supreme Court of Illinois. Judgment entered September 24, 2025.

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PETITION FOR WRIT OF CERTIORARI

Westforth Sports, Inc., a federally licensed firearms retailer located in the State of Indiana, petitions the United States Supreme Court for *certiorari* review of the decision of the Appellate Court of Illinois, First District allowing the State of Illinois to exercise specific personal jurisdiction over Westforth with regard to claims brought by the City of Chicago, Illinois relating to sales of handguns at Westforth's Indiana retail location to individuals presenting valid, government-issued Indiana identification showing the purchasers to be residents of the State of Indiana.

OPINIONS BELOW

The opinion of the Cook County Chancery Court granting Westforth's motion to dismiss for lack of personal jurisdiction is reported at 2023 Ill. Cir. LEXIS 8637 [22a]. The opinion of the Appellate Court of Illinois, First District reversing the decision of the Cook County Chancery Court is reported at 2025 IL App (1st) 231908, 247 N.E.3d 959, and 2025 Ill. App. LEXIS 473 [2a]. The opinion of the Supreme Court of Illinois denying Westforth's petition for leave to appeal the decision of the Appellate Court of Illinois, First District allowing the State of Illinois to exercise specific personal jurisdiction over Westforth is reported at 2025 Ill. LEXIS 768 [1a].

JURISDICTION

The decision of the Supreme Court of Illinois denying Westforth's petition for leave to appeal the Illinois Appellate Court, First District's decision allowing the

State of Illinois to exercise specific personal jurisdiction over Westforth was handed down on September 24, 2025. The United States Supreme Court has jurisdiction to interpret the United States Constitution and to review the State of Illinois' interpretation of the Due Process Clause of the Fourteenth Amendment under 28 U.S.C. § 1257(a).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Fourteenth Amendment to the United States Constitution provides that:

No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

STATEMENT

Westforth is a federally licensed firearms retailer with, at all times material hereto, its principal and only place of business located in Gary, Indiana, a few miles from the Illinois state line. [3a-4a]. The City of Chicago brought claims against Westforth on nuisance and negligence theories alleging that handguns sold by Westforth at its retail location in Indiana to individuals with valid, government-issued identification reflecting Indiana addresses were eventually trafficked into Illinois. Westforth has never sold any handguns at retail to anyone other than residents of the State of Indiana. [26a]

* * *

Unlike retail handgun sales, which by law can only be made to residents of the state where a federally licensed firearms retailer is located, Westforth was allowed to, and did, sell long guns at its Indiana retail location to residents of other states, including Illinois [26a]. Also, Westforth was allowed to, and did, transfer firearms to other federally licensed firearms retailers in other states, including Illinois [30a]. The City of Chicago admitted that its claims against Westforth do not relate to those transactions, but rather to alleged straw purchases of handguns at Westforth's store in Indiana:

At oral argument, counsel for the City agreed that its complaint does not allege any claims based on Westforth's direct sales of guns to Illinois customers, either through Illinois FFLs or at the counter.

[30a].

After “extensive discovery on the issue of personal jurisdiction” [26a], in an opinion dated May 25, 2023, the trial court granted Westforth's motion to dismiss, finding that the State of Illinois lacked specific personal jurisdiction over Westforth:

Here, Westforth is a retailer, not a manufacturer or distributor. There is no evidence of a bilateral relationship between Westforth and the straw purchasers whereby Westforth uses the illegal straw purchasers to distribute guns in Illinois. There is no evidence that both Westforth

and various straw purchasers had a business relationship or contractual understanding which contemplates the straw purchasers acting for the benefit of both the straw purchasers and Westforth in Illinois. Even if Westforth should know that some of the purchasers of guns at its retail store are straw purchasers, there is no evidence that Westforth works with these straw purchasers to distribute guns sold at its Indiana store to Illinois residences. The City's analysis is too attenuated to satisfy the requirements of due process necessary to subject Westforth to specific personal jurisdiction in Illinois based on the claims alleged by the City in this case.

[35a]. In an opinion dated March 15, 2025, the Appellate Court of Illinois, First District reversed, relying not on any contract or other theory to make the transport of firearms into Illinois a deliberate act on the part of Westforth, but relying instead on the volume of firearms sold by Westforth in the previous half-century that had been recovered in Illinois and the conclusion that Westforth must have known that some of its customers were straw purchasers who may take firearms into Illinois [2a, 15a]. Westforth sought leave to appeal to the Supreme Court of Illinois [37a], and its Petition for Leave to Appeal was denied on September 24, 2025 [1a].

REASONS FOR GRANTING THE WRIT

- I. This case presents an important and unsettled question regarding the role that a retailer's geographic proximity to the forum jurisdiction plays in establishing specific jurisdiction over brick-and-mortar retailers and the foreseeability that small, portable products may be later taken across state lines.**

The recent decision in *Smith & Wesson Brands, Inc. v. Estados Unidos Mexicanos*, 605 U.S. 280 (2025), wherein the Court refused to permit aiding and abetting liability even where it was known that some end users would likely commit illegal acts with firearms sold, set a standard in substantive law that should likewise be conclusively established in procedural law. The issue before the Court is to what extent, if at all, a retailer's geographic proximity to state borders and foreseeability that some products sold may eventually be transported across state lines by others may serve as a basis for establishing specific personal jurisdiction over non-resident retailers.

In concluding that the State of Illinois could exercise specific personal jurisdiction over Westforth, the Appellate Court of Illinois emphasized two, non-disputed points: 1) that Westforth is geographically proximate to Indiana's border with Illinois, and 2) that firearms sold by Westforth – a retail seller in the same location for over fifty years at the time the underlying case was initiated – had in fact been recovered in Illinois. Additionally, the Appellate Court's statement that "these numbers underscore a recurring link between Westforth's operations and Chicago's illegal gun market" [15a] reveals that its decision

conflated subsequent acts of others with non-existent action or direction on the part of Westforth. If allowed to stand, this ruling opens the door to a basis for specific personal jurisdiction that this Court's jurisprudence does not allow.

Historically, however, establishing specific jurisdiction required a showing that the defendant directed its activities to the forum state and that the cause of action arose out of or related to the defendant's contacts with the forum state. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985). Under specific jurisdiction, a nonresident defendant may be subjected to a forum state's jurisdiction based on certain single or occasional acts in the state, but only with respect to matters related to those acts. *Goodyear Dunlop Tires Operations S.A. v. Brown*, 564 U.S. 915, 919 (2011) "For specific jurisdiction, a defendant's general connections with the forum are not enough." *Bristol-Myers Squibb Co. v. Superior Court of Cal. San Francisco Cty.*, 137 S. Ct. 1773, 1781 (2017).

"In determining whether minimum contacts exist, the court considers 'the relationship among the defendant, the forum and the litigation.'" *Keeton v. Hustler Magazine, Inc.*, 465 U.S. 770, 775 (1984). Thus, to establish minimum contacts, Westforth's conduct must have been purposely directed towards Illinois. *Burger King*, 471 U.S. at 474-476. Further, Westforth's contacts with the forum must lead it to "reasonably anticipate being haled into court there" relative to those specific transactions. *World-Wide Volkswagen Corp.*, 444 U.S. 286, 295-297 (1980); *Walden v. Fiore*, 134 S. Ct. 1115 (2014).

In *Walden v. Fiore*, 134 S. Ct. 1115 (2014), this Court addressed the Constitutional due process considerations

that must be satisfied before a court may exercise personal jurisdiction over an out-of-state defendant. Specifically, noting that “[t]he Due Process Clause of the Fourteenth Amendment constrains a State’s authority to bind a nonresident defendant to the judgment of its courts,” the Court in *Walden* focused on the limits of specific jurisdiction and the necessary “minimum contacts” analysis to create specific jurisdiction. What the Court in *Walden* highlighted was that it is only a particular defendant’s contacts with the forum state – not those of other individuals – upon which specific jurisdiction may be based.

If no part of a defendant’s course of conduct occurred in the forum state and the defendant formed no jurisdictionally relevant contacts with that forum, the minimum contacts prerequisite to the exercise of jurisdiction over that defendant is lacking. *Walden*, at syllabus. That is, due process jurisprudence has required a showing that a defendant’s relationship with the forum “arise out of contacts that the ‘defendant himself’ creates with the forum State,” as “[d]ue process limits on the State’s adjudicative authority principally protect the liberty of the nonresident defendant – not the convenience of plaintiffs or third parties.” *Id.* at 1122. Thus, no matter how significant others’ contacts with the forum state, “those contacts cannot be ‘decisive in determining whether the due process rights are violated.’” *Id.* It is a defendant’s contacts that matter, “not the defendant’s contacts with persons who reside there.” *Id.*

Moreover, merely placing a product into commerce, without expecting that it will be purchased by consumers in a given forum, is not enough to establish the purposeful

activity towards the forum state required for the exercise of personal jurisdiction. *Asahi Metal v. Sup. Ct. of Calif.*, 480 U.S. 102, 112 (1987); *World-Wide Volkswagen*, 444 U.S. at 297-298. Instead, there must be “some act by which the defendant purposely avails itself of the privilege of conducting activities with the forum State, thus invoking the benefits and protection of its laws.” *Hanson v. Denckla*, 357 U.S. 235, 253 (1958).

Finally, Courts have routinely rejected “knew or should have known” arguments for specific personal jurisdiction such as those put forth by the City and relied upon by the Appellate Court of Illinois. *Companion Prop. & Cas. Ins. Co. v. U.S. Bank Nat'l Ass'n*, 2016 U.S. Dist. LEXIS 158389, *31-32 (D.S.C. 2016)(citing *Maxitrate Tratamento Termico E Controles v. Super Sys., Inc.*, 617 F. App'x 406, 408 (6th Cir. 2015)); *Campinha-Bacote v. Wick*, No. 1:15-cv-277, 2015 U.S. Dist. LEXIS 157372, 2015 WL 7354014, *5 (S.D. Ohio 2015); *see also Accident Ins. Co. v. U.S. Bank N.A.*, 2017 U.S. Dist. LEXIS 156301, *7-8 (D.S.C. 2017); *Flipside Wallets LLC v. Brafman Group, Inc.*, 2020 U.S. Dist. LEXIS 50206, *8 (E.D. Pa. 2020) (“Even if [defendant] knew or should have known that its [products] would end up in Pennsylvania through Amazon sales, that expectation is insufficient to establish specific jurisdiction.”) “It is the defendant’s actions, not [its] expectations, that empower a State’s courts to subject him to judgment.” *J. McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 837, 882-883 (2011) (emphasis added).

Here, because the transactions complained of by the City of Chicago do not involve any contacts between Westforth and Illinois, the decision below relied upon the actions of third parties, absent any direction from

Westforth, as the basis for establishing jurisdiction in direct contravention of *Walden*. Moreover, the decision embraced the City’s “knew or should have known” theory and, ignoring the complete lack of any direction, contract, or other action on part of Westforth, relied simply on historical data of where some firearms over the past five decades ended up and common knowledge that some people traffic firearms. In view of this, the Court should take this opportunity to draw clear lines on the extent to which specific personal jurisdiction can arise based upon mere foreseeability – not affirmative conduct – in the same manner that it drew clear lines in the *Mexicanos* case on questions of substantive liability and immunity.¹

II. This case presents important and unsettled questions of the meaning and extent of “relate to” for specific personal jurisdiction analysis following *Ford*.

Ford should not be interpreted to create near-universal specific personal jurisdiction over small, brick-and-mortar retail sellers of legal, non-defective, easily transportable products by nullifying the “relate to”

1. While not necessary to properly resolve the legal question before the Court, it should be noted that even if it could be established that Westforth actually knew that a given Indiana resident was in fact a straw purchaser – which, of course, it did not – even that would be insufficient to establish specific personal jurisdiction in Illinois. While that could certainly be a factor for questions of substantive liability, the jurisdictional question stands apart. A finding to the contrary would open sellers of transportable products to universal specific personal jurisdiction in any location to which a product is ultimately taken, a concept not even imagined, let alone supported, in any applicable case law.

component of due process minimum contacts analysis. The Appellate Court of Illinois, however, applied *Ford* to do just that [11a, 20a], and the Court should now settle this important issue.

The Court's ruling in *Ford Motor Company v. Montana Eighth Judicial District Court* addressed a question of whether personal jurisdiction could be held over Ford in a state where it sold vehicles but did not sell the specific defective vehicle at issue. That is, *Ford* re-emphasized the disjunctive nature of the "arise out of or relate to" standard for specific jurisdiction minimum contacts. 141 S. Ct. 1017 (2021). Observing that "Ford has a veritable truckload of contacts with Montana and Minnesota," the Court noted that while the specific injury did not directly arise out of the company's contacts with the forum jurisdiction, specific jurisdiction could still be exercised for claims related to those contacts:

Here, resident-plaintiffs allege that they suffered in-state injury because of defective products that Ford extensively promoted, sold, and serviced in Montana and Minnesota.

Id. at 1033.

Unlike here, however, Ford's contacts with the forum states there were extensive and unquestionably "related to" the claims:

By every means imaginable – among them, billboards, TV and radio spots, print ads, and direct mail – Ford urges Montanans and Minnesotans to buy its vehicles, including (at all

relevant times) Explorers and Crown Victorias. [] The company’s dealers in Montana and Minnesota (as elsewhere) regularly maintain and repair Ford cars, including those whose warranties have long since expired. And the company distributes replacement parts both to its own dealers and to independent auto ships in the two States. Those activities, too, make Ford money. And by making it easier to own a Ford, they encourage Montanans and Minnesotans to become lifelong Ford drivers.

* * * *

Ford had systematically served a market in Montana and Minnesota for the very vehicles that the plaintiffs allege malfunctioned and injured them in those States. So there is a strong “relationship among the defendant, the forum, and the litigation” – the “essential foundation” of specific jurisdiction.

Id. at 1028-1029. Accordingly, *Ford’s* analysis can only be used to permit specific personal jurisdiction where contacts are extensive and the injury relates to those contacts. *See, e.g., Esquivel v. Airbus Ams.*, 2021 U.S. Dist. LEXIS 193344 (N.D. Ill. 2021). Thus, irrespective of causation, even if a defendant has contacts with a forum state, such contacts are irrelevant and cannot be used to establish specific jurisdiction over a defendant unless the plaintiff’s claims relate to those contacts. *Ford*, 141 S. Ct. at 1028.

In fact, *Ford* expressly stated that the “essential foundation of specific jurisdiction” is “a strong relationship

among the defendant, the forum, and the litigation.” *Id.* (citing *Helicopteros Nacionales de Columbia v. Hall*, 466 U.S. 408, 414 (1983) (internal quotations omitted) (emphasis added)); *Walden*, 571 U.S. at 284. And, specific personal jurisdiction under *Ford* is not without limits:

[S]ome relationships will support jurisdiction without a causal showing. That does not mean anything goes. In the sphere of specific jurisdiction, the phrase “relate to” incorporates real limits, as it must to adequately protect defendants foreign to a forum.

Ford, 141 S. Ct. at 1026. This approach, however, is not new. *Id.* at 1026; *Goodyear*, 564 U.S. at 930 n.6 (“[E]ven regularly occurring sales of a product in a state do not justify the exercise of jurisdiction over a claim unrelated to those sales.”).

Confirming a need for further guidance, notwithstanding this Court’s prior decisions, courts across the country have struggled with this issue. For example, the Supreme Court of Oregon, applying *Ford*, recently reiterated the significance of relationship between a defendant’s in-state activity and the foreseeability of being sued related to that activity:

We continue to adhere, however, to our conclusion that a case will “arise out of or relate to” the defendant’s connection to Oregon only if the defendant’s Oregon activities “provide a basis for an objective determination that the litigation was reasonably foreseeable. Nothing about the Court’s analysis in *Ford Motor Co.*

calls into question that Court’s prior assertion that the concept of foreseeability is “critical to due process analysis.”

* * * *

In addition, there must be a relationship between the defendant’s activities in the state and the particular claims – commonly described as a requirement that the plaintiff’s claims “must arise out of or relate to the defendant’s contacts with the forum” state. At a minimum, to satisfy that requirement, the “nature and quality” of the defendant’s Oregon activities must permit a determination that it was “reasonably foreseeable” that the defendant would be sued in Oregon for the type of claim at issue.

Cox v. HP Inc. 368 Ore. 477 (2021); *see also Hepp v. Facebook*, 2021 U.S. App. LEXIS 28830, *4 (3rd Cir. 2021); *Sambrano v. United Airlines, Inc.*, 2021 U.S. Dist. LEXIS 215289 (N.D. Tex. 2021); *Murphy v. Viad Corp.*, 2021 U.S. Dist. LEXIS 192453 (E.D. Mich. 2021); *Zurich A.M. Life Ins. Co. v. Nagel*, 2021 U.S. Dist. LEXIS 217865 (S.D. N.Y. 2021); *O’Neil v. Somatics, LLC*, 2021 U.S. Dist. LEXIS 183730 (D. N.H. 2021).

Other courts have also rejected attempts to bootstrap contacts unrelated to a plaintiff’s claims to create specific personal jurisdiction. “Simply serving the forum state’s market – even serving the relevant product to the market – is not alone enough of a relationship to meet the minimum contacts requirement.” *Tyler v. Ford Motor Co.* 2021 U.S.

Dist. LEXIS 221863 (M.D. Ala. 2021) (no specific personal jurisdiction over Ford even applying *Ford* as “[i]t is clear that mere purposeful availment remains insufficient to impart personal jurisdiction if the contacts are not related to the controversy at suit.”); *see also Colluci v. Whole Foods Mkt. Servs.*, 2021 U.S. Dist. LEXIS 64063 (N.D. Ill. 2021) (even where contacts with Illinois are related to the type of product at issue, there is no jurisdiction if the claim is unrelated to those contacts); *Houlihan Trad. Co. v. CTI Foods*, 2021 U.S. Dist. LEXIS 231819 (E.D. Mo. 2021) (claims “relate to” the forum state under *Ford* where “[the defendant’s] contacts [] lie ‘at the heart of this contract dispute’”); *Kosar v. Columbia Sussex Mgmt.*, 2021 U.S. Dist. LEXIS 221913 (N.D. Ill. 2021) (applying *Ford*, even where “lawsuit undoubtedly would not have occurred” had the third-party defendant not hired a particular Illinois resident, that employment relationship “did not cause or relate to the alleged injury” and could not serve as a basis for specific personal jurisdiction.); *Dental Health Prods. v. Coleman*, 2022 U.S. Dist. LEXIS 90914 (E.D. Wisc. 2022) (“Plaintiff has not offered any evidence of litigation-specific conduct ... to establish specific jurisdiction.”); *Steel Warehouse v. Leech*, 154 F.3d 712, 714-715 (7th Cir. 1998) (“Specific jurisdiction cannot lie without a connection between the defendants’ [in-state] activity and the claims alleged in the complaint.”); *Dugger v. Horseshoe* 2005 U.S. Dist. LEXIS 61582, *5 (N.D. Ill. 2005) (Illinois contacts insufficient where plaintiff showed no connection between those contacts and the claimed injuries).

Accordingly, nothing in *Ford* should have been applied to reduce the City’s burden to prove Westforth’s intentional, knowing contacts with Illinois that relate to the City’s specific claims at issue. Here, the City’s

claims at issue relate to transfers direct to consumers in Indiana, not transfers in Illinois or to FFLs in Illinois or anywhere else. The ruling below improperly expands *Ford*, and the Court should take this opportunity to clarify the “relate to” component of a constitutional specific personal jurisdiction minimum contacts analysis to avoid an unintended and improper expansion that will have significant consequences to small, brick-and-mortar retailers of highly portable products everywhere.

CONCLUSION

For the above and foregoing reasons, Westforth respectfully requests the issuance of a writ of certiorari to the Supreme Court of Illinois.

Respectfully submitted,

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APPENDIX

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**APPENDIX A — ORDER OF THE
SUPREME COURT OF ILLINOIS,
FILED SEPTEMBER 24, 2025**

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September 24, 2025

In re: The City of Chicago, respondent, v. Westforth
Sports, Inc., petitioner. Leave to appeal,
Appellate Court, First District.
131735

The Supreme Court today DENIED the Petition for Leave
to Appeal in the above entitled cause.

The mandate of this Court will issue to the Appellate
Court on 10/29/2025.

Very truly yours,

/s/ Cynthia A. Grant
Clerk of the Supreme Court

**APPENDIX B — OPINION OF THE
APPELLATE COURT OF ILLINOIS, FIRST
DISTRICT, FILED MARCH 14, 2025**

IN THE APPELLATE COURT OF ILLINOIS,
FIRST DISTRICT, SIXTH DIVISION

2025 IL App (1st) 231908
No. 1-23-1908

THE CITY OF CHICAGO,

Plaintiff-Appellant,

v.

WESTFORTH SPORTS, INC.,

Defendants-Appellee.

Filed March 14, 2025

OPINION

Appeal from the Circuit Court of Cook County.

No. 21 CH 1987

The Honorable Clare J. Quish, Judge, presiding.

JUSTICE HYMAN delivered the judgment of the court,
with opinion. Presiding Justice Tailor and Justice C.A.
Walker concurred in the judgment and opinion.

¶ 1 A gun dealer with actual or constructive knowledge
that the buyer is a straw purchaser becomes an accomplice

Appendix B

to the purchase-related crime. See *United States v. Carney*, 387 F.3d 436, 443 n.4, 448-50 (6th Cir. 2004). This complicity fuels illegal firearm trafficking, posing a severe threat to public safety. Straw purchases typically involve deliberate efforts to evade laws restricting firearm ownership strictly to those legally permitted to possess them. Common red flags include bulk buying of firearms, identical weapon sales, cash transactions, and structured purchases designed to evade scrutiny.

¶ 2 The City of Chicago sued Westforth Sports, Inc., a federally licensed firearms dealer in Gary, Indiana, 10 miles from the Illinois border, seeking injunctive and monetary relief. The City alleged that Westforth knowingly facilitated straw purchasers for Illinois buyers, resulting in firearms being used in Chicago crimes for years. Westforth challenged jurisdiction. It argued it lacked minimum contacts with Illinois and the City's claims were too remote from its conduct. The trial court agreed.

¶ 3 We reverse. The City has sufficiently alleged that over many years, Westforth deliberately and purposely availed itself of the Illinois market, fully aware that the firearms would contribute to criminal activity in Chicago. The alleged harms were neither incidental nor accidental but directly linked to Westforth's conduct, thus satisfying the legal standard for specific jurisdiction.

¶ 4 *Background*

¶ 5 Westforth, a federally licensed firearms dealer in Gary, Indiana, operates 10 miles from the Illinois-

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Indiana border. The store sells handguns and long guns to residents of Indiana and other states. Earl Westforth is president and secretary.

¶ 6 *The Complaint*

¶ 7 The complaint alleges that Westforth regularly transacted with multiple Illinois straw purchasers through several channels: (i) directly at its retail counter, (ii) advertising to out-of-state residents generally and Illinois residents in particular, (iii) through the Internet, and (iv) shipping firearms to Illinois dealers for transfer to Illinois residents. Between 2009 and 2016, the Chicago Police Department traced 856 crime firearms back to Westforth. From 2013 to 2021, the store allegedly sold 266 firearms illegally to 53 straw purchasers. Additionally, from January 2018 to April 2021, Westforth allegedly facilitated illegal sales of 157 long guns, 381 handguns, and 47 assault weapons to Illinois residents, generating over \$320,300 in revenue.

¶ 8 Westforth was Chicago's largest out-of-state dealer for illegal firearms from December 2014 to April 2021. The complaint further alleged that 40% of federal firearm trafficking prosecutions in the Northern District of Indiana involved illegal firearms traced to Westforth.

¶ 9 Beyond the numbers, the complaint describes Westforth's pattern of ignoring warning signs. Employees allegedly overlooked red flags such as multiple purchases of identical firearms, structuring transactions to avoid reporting requirements by changing residency to Indiana,

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and customers openly admitting they were buying for others. Westforth reportedly had no policies to detect straw purchasers and even responded to inquiries on Google and Facebook about how Illinois residents could bypass legal restrictions. Also, the complaint, which included detailed summaries of many transactions, alleged the store destroyed records of failed background checks.

¶ 10 *Motion to Dismiss*

¶ 11 Westforth moved to dismiss for lack of jurisdiction under section 2-619 of the Code of Civil Procedure. 735 ILCS 5/2-619 (West 2020). Westforth argued that the City had failed to establish a *prima facie* basis for jurisdiction due to the lack of “minimum contacts” with Illinois required by the Fourteenth Amendment (U.S. Const., amend. XIV). Specifically, Westforth contended (i) it did not conduct business or target its activities toward Illinois in a manner relevant to the City’s claims, nor (ii) did its firearm sales meet the requirement of minimum contacts with Illinois, citing *Rios v. Bayer Corp.*, 2020 IL 125020, and *Russell v. SNFA*, 2013 IL 113909.

¶ 12 In support, Earl Westforth, the store’s president, submitted an affidavit stating that the store maintained “a passive, non-interactive website providing information about its location, hours and days of operation, and basic contact information.” He claimed every purchaser had to complete a firearm transaction record and provide a valid government photo ID to verify residence and record the information. And he insisted that nothing connected the store-sold firearms with crimes in Illinois and that he had

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not received specific information from law enforcement on the origin or use of traced firearms.

¶ 13 Furthermore, the affidavit asserted that the store's firearms license permitted sales only to Indiana residents, and it did not sell to Illinois residents if they came to the store. He claimed that since 2011, the store's advertising was confined to Indiana residents through advertising in Indiana publications and two billboards located in Indiana and had "never" targeted advertising to Illinois residents or advertised on radio or television. Explaining the store's online presence, the store listed itself on other license dealers' websites so prospective buyers could find its website, but it did not sell firearms online. In 2018, the store posted discounts for Indiana military veterans on Facebook, offering to help veterans of other states locate a firearms dealer.

¶ 14 Lastly, Earl Westforth stated that the store had turned over 556 pages of the Bureau of Alcohol, Tobacco, Firearms and Explosives "Form 3" transactional records and sale reports on Indiana residents who passed mandatory FBI background checks but refused broader disclosure, calling it too burdensome.

¶ 15 *City of Chicago's Response to Motion to Dismiss*

¶ 16 The City countered, citing *Burger King Corp. v. Rudzewicz*, 471 U.S. 462 (1985), to argue that Westworth purposefully directed its business at Illinois, satisfying the minimum contacts test under Illinois' long-arm statute. See 735 ILCS 5/2-209 (West 2020) (Illinois

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long-arm statute). In support, the City submitted Earl Westforth's deposition transcript, where he admitted (i) in 2014, he received an e-mail from the Department of Justice concerning a planned sting operation at the store, (ii) straw purchasers attempted firearms purchases with the intent of trafficking them to Chicago, and (iii) Illinois law enforcement, including the Chicago Police Department, contacted him several times in recent years about ongoing criminal investigations.

¶ 17 A former ATF agent's affidavit corroborated the pattern of firearm trafficking from jurisdictions with lax gun laws (like Indiana) to those with stricter gun laws (like Illinois and Chicago). The agent stated that this was "a well-known phenomenon *** and something that federal firearms licensees should know based on their knowledge of firearms regulations, ATF training, and interactions with ATF inspectors."

¶ 18 The City argued that Westforth's business model intentionally facilitated straw purchasers illegally purchasing firearms to be brought into Illinois, citing *Barone v. Rich Bros. Interstate Display Fireworks Co.*, 25 F.3d 610 (8th Cir. 1994). There, the court held that personal jurisdiction attaches when two entities cooperate in putting an item into the stream of commerce. *Id.* at 614.

¶ 19 *Discovery*

¶ 20 The City moved to compel the production of transaction records related to Illinois straw purchasers. Westforth responded that it could not be held responsible

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for what a third party does with a firearm after a purchase. The trial court granted limited discovery on the issue of personal jurisdiction.

¶ 21 *Trial Court's Order*

¶ 22 The trial court dismissed the complaint with prejudice for lack of personal jurisdiction. The trial court held that, although the “related to” standard for minimum contacts with the forum state was “lenient,” Westforth’s ties to Illinois were “not enough for specific jurisdiction” under *Rios*, 2020 IL 125020. The trial court dismissed the case after finding no evidence of a bilateral relationship between Westforth and the straw purchasers. See *Hernandez v. Oliveros*, 2021 IL App (1st) 200032, ¶ 23 (“Bilateral acts can occur when two parties have a business relationship or contractual understanding that contemplates one party’s acting for the benefit of both in the forum state.”). The City moved to modify the order and for leave to file an amended complaint. The trial court denied both motions.

¶ 23 *Analysis*

¶ 24 *Standard of Review*

¶ 25 The plaintiff has the burden to make a *prima facie* showing that personal jurisdiction exists over a nonresident defendant. *Aspen American Insurance Co. v. Interstate Warehousing, Inc.*, 2017 IL 121281, ¶ 12; *Russell*, 2013 IL 113909, ¶ 28. Once the plaintiff meets this threshold, the defendant may rebut by offering uncontradicted evidence that effectively defeats it.

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Fisher v. HP Property Management, LLC, 2021 IL App (1 st) 201372, ¶ 18. In making its decision, the trial court can examine various materials, including the complaint, affidavits, and depositions. See *Campbell v. Acme Insulations, Inc.*, 2018 IL App (1 st) 173051, ¶ 10. Where the jurisdictional issue has been decided without an evidentiary hearing, our review is *de novo*, meaning we give no deference to the trial court and approach the question with fresh eyes. *Fisher*, 2021 IL App (1st) 201372, ¶ 18.

¶ 26 Besides the parties' briefs, the Giffords Law Center to Prevent Gun Violence, the Brady Center to Prevent Gun Violence, the mayor and city council of Baltimore, the City of San Jose, and the City of Kansas City filed an amicus brief. It "offer[s] Amici's expert perspective on the issue of gun violence" and "illuminate[s] the issue's interdependence with the illegal straw purchasing of firearms."

¶ 27 *Long Arm Statute*

¶ 28 This appeal asks whether Westforth's contacts with Illinois satisfy federal and Illinois due process requirements. See *Russell*, 2013 IL 113909, ¶ 30.

¶ 29 Illinois courts determine personal jurisdiction over a nonresident defendant based on section 2-209 of the Code of Civil Procedure. See 735 ILCS 5/2-209 (West 2020). Subsection (c), relevant here, authorizes jurisdiction over nonresidents to the fullest extent allowed by the Illinois and the United States Constitutions. *Id.* § 2-209(c).

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¶ 30 The constitutional analysis focuses on the relationship among the defendant, the forum, and the litigation. *Keeton v. Hustler Magazine, Inc.*, 465 U.S. 770, 775 (1984). Jurisdiction depends on the defendant's conduct, which creates meaningful ties to the forum state rather than connections forged by the plaintiff. *Walden v. Fiore*, 571 U.S. 277, 285 (2014). The U.S. Supreme Court has upheld jurisdiction when a defendant intentionally reaches beyond state borders through deliberate actions directed at the forum state. *Burger King Corp.*, 471 U.S. at 480.

¶ 31 *Specific Jurisdiction*

¶ 32 Illinois courts may exercise personal jurisdiction over a nonresident defendant only if the defendant has “certain minimum contacts” with Illinois, ensuring that the lawsuit “does not offend traditional notions of fair play and substantial justice.” (Internal quotation marks omitted.) *Aspen American Insurance Co.*, 2017 IL 121281, ¶ 14. The primary concern in a due process analysis involves the imposition on the defendant in forcibly litigating in a foreign forum. *World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 292 (1980). Other factors include the efficient resolution of disputes, the plaintiff’s interest in obtaining relief, and the shared interest of states in upholding substantive social policies. See *Asahi Metal Industry Co. v. Superior Court of California*, 480 U.S. 102, 113 (1987).

¶33 In evaluating minimum contacts, courts distinguish between general and specific personal jurisdiction. *Russell*,

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2013 IL 113909, ¶ 36. General jurisdiction applies when a nonresident's connection to Illinois is so continuous and substantial that Illinois effectively serves as their home for legal purposes. Under these circumstances, courts may hear any claim against the defendant, even those unrelated to its activities in Illinois. *Aspen American Insurance Co.*, 2017 IL 121281, ¶¶ 14, 16. In contrast, specific jurisdiction applies when a lawsuit directly arises from or relates to the defendant's actions in the forum state. See *Burger King Corp.*, 471 U.S. at 472. This case involves specific jurisdiction.

¶ 34 Specific jurisdiction rests on satisfying two requirements – Westforth (i) must have purposefully directed activity toward Illinois, and (ii) the City's claims must arise from or relate to those activities. See *Russell*, 2013 IL 113909, ¶ 40 (citing *Burger King*, 471 U.S. at 472). The requirement that the claim "arose out of" or "relates to" as to a defendant's forum contacts is lenient and flexible. *Id.* ¶ 83.

¶ 35 A defendant that purposefully engages in commercial activities with residents of another state or actively directs business into another state should anticipate the possibility of litigation there. See *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351, 359 (2021); *World-Wide Volkswagen Corp.*, 444 U.S. at 295-297. By choosing to do business beyond their home state, the defendant effectively consents to be held accountable for the consequences of those decisions. *Burger King Corp.*, 471 U.S. at 473 (citing *Travelers Health Ass'n v. Virginia ex rel State Corp. Comm'n*, 339 U.S. 643, 647 (1950)).

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¶ 36

Arguments of Parties

¶37 Did Westforth purposely establish a connection with Illinois, and do the City’s claims arise from or relate to that connection?

¶38 The City asserts that Westforth purposely sought to profit from Illinois residents, including those who engaged in illegal firearm transactions, thereby satisfying the minimum contacts necessary for jurisdiction. Westforth allegedly ignored numerous red flags indicative of straw purchasing – bulk sales, cash transactions, and repetitive and staggered sales designed to avoid detection. Westforth’s records show that multiple Illinois purchasers later faced criminal charges for possession of firearms purchased from Westforth. The complaint details specific names and transactions that, the City argues, put Westforth on notice about straw purchasers and illegal transactions.

¶39 According to the City, Westforth employees actively assisted Illinois residents in evading Indiana residency requirements, including advising them to falsify residency information, practices that transformed Westforth into a critical pipeline for illegal firearms entering Illinois, particularly Chicago. Westforth trained employees to sell handguns and long guns to Illinois residents, unusual for a store purporting Indiana-only sales. Indeed, employees stated that Illinois sales were “just a normal part of their daily operations,” and Earl Westforth reprimanded them if they did not complete a sale to an Illinois resident. The City also points to Westforth’s substantial revenue from Illinois-connected sales.

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¶ 40 In sum, the City argues that Westforth (i) knew straw purchasers frequented the store; (ii) knew these firearms were trafficked to Chicago; (iii) knew or had reason to have known that specific transactions involved straw purchasers; (iv) had a financial incentive to consummate straw purchases; (v) received repeated citations for facilitating illegal straw sales, along with remedial training to detect straw purchasers, but refused to implement recommended safeguards; and (vi) deliberately adopted a “head in the sand” approach to profit from the illegal firearms market in Chicago.

¶ 41 The City draws comparisons to *Kothawala v. Whole Leaf, LLC*, 2023 IL App (1 st) 210972, where the court found that selling nearly 2 million batteries in Illinois was neither accidental nor unforeseeable but constituted purposeful availment. The City maintains that Westforth’s years-long sales pattern and deliberate conduct similarly satisfy the purposeful availment standard, as its firearms were repeatedly traced to Illinois crimes. This pattern of repeated and systematic contact with firearms ending up in Illinois amounts to “willful blindness,” argues *amici*, reinforcing the City’s contention that Westforth established minimum contacts by knowingly supplying firearms destined for Illinois.

¶ 42 Westforth disputes the City’s characterization, arguing that it only sold to Indiana residents and should not be subject to Illinois jurisdiction. Westforth offers a simplistic (and inaccurate) summary of the City’s position, arguing it “boil[s] down to essentially: 1) people sometimes straw purchase firearms and traffic them across state

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lines, 2) federal firearms licensees are aware of the existence of straw purchasing, and 3) Westforth is near the Illinois border.”

¶ 43 Westforth insists that its commercial activity does not meet the requisite purposeful availment of the Illinois market. According to Westforth, the sale of firearms to Indiana residents does not implicate direct conduct with Illinois, and the store received no benefit from any conduct with Illinois. Westforth contends that the City focuses on the actions of third-party purchasers over whom Westforth had no control or knowledge after a purchase. It claims to have never received identifying information about individual crimes, and accordingly, its sales do not constitute minimum contacts with Illinois. Westforth also insists that its online activity was insignificant and its advertising was aimed solely at Indiana residents.

¶ 44 Westforth relies heavily on *Walden*, 571 U.S. 277, which held that mere foreseeability of an impact in another state does not establish jurisdiction. *Id.* at 290. In *Walden*, the Court ruled Nevada could not exercise jurisdiction over a Georgia officer who confiscated money from travelers bound for Nevada because the officer’s conduct lacked a deliberate connection to Nevada. *Id.* at 289. Similarly, Westforth argues it’s an Indiana-centered operation that strictly sells to Indiana residents who present a valid Indiana government ID and pass background checks, so *Walden* prohibits Illinois courts from exercising specific jurisdiction.

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¶ 45

Purposeful Availment

¶ 46 The minimum contacts test determines whether a court may exercise personal jurisdiction over a defendant. Jurisdiction is proper when a defendant has purposefully availed themselves to the forum state, and the cause of action arises out of or relates to those contacts. *Fisher*, 2021 IL App (1st) 201372, ¶ 22. The United States Supreme Court has emphasized that purposeful availment prevents a defendant from being subjected to jurisdiction based on random, fortuitous, or attenuated contacts, or on the unilateral actions of another party or third person. *Burger King Corp.*, 471 U.S. at 475. This ensures that the exercise of jurisdiction aligns with ““traditional notions of fair play and substantial justice.”” *Wiles v. Morita Iron Works Co.*, 125 Ill. 2d 144, 150 (1988) (quoting *International Shoe Co. v. Washington* 326 U.S. 310, 316 (1945)).

¶ 47 Based on the record before us, we conclude that Westforth’s extensive and years-long transactions with straw purchasers for sales destined for Illinois were not random, fortuitous, or attenuated. The City has demonstrated that Westforth knowingly engaged in illegal firearm sales aimed at Illinois and Chicago, a fact Westforth seeks to either downplay or ignore.

¶ 48 Westforth’s link to Chicago is more than geographical. From 2009 to 2016, the Chicago Police Department traced over 850 firearms used in city crimes to Westforth, making it the largest out-of-state supplier of firearms used in crimes in Chicago. These numbers underscore a recurring link between Westforth’s operations and Chicago’s illegal gun market.

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¶ 49 The complaint sets forth years of transactions with Illinois residents, including known straw purchasers who trafficked firearms into Chicago. These activities go beyond incidental business with Illinois; it was a business model. Allegedly, Westforth employees routinely facilitated these transactions by providing instructions on circumventing regulations and disregarding glaring indicators of illegal activity. Employees admitted that sales to Illinois residents were routine and daily, which management actively encouraged.

¶ 50 The highly suspicious nature of these transactions underscores Westforth's role in illegal trafficking. Tellingly, Westforth submitted no evidence of maintaining a "do not sell to" list. This omission was not an oversight but a deliberate refusal to control illegal sales. The training of employees to serve Illinois buyers illustrates this, along with alleged advice on how to avoid Indiana's residency requirements. See *United States v. Inglese*, 282 F.3d 528 (7th Cir. 2002) (firearms licensee employees properly convicted for knowingly making fraudulent sales to straw purchasers). Westforth's hundreds of transactions with known straw purchasers go far beyond incidental business with Illinois; Westforth sought it out, cultivated it, and profited from it.

¶ 51 Westforth's claim of ignorance unravels under scrutiny. Courts have consistently rejected willful blindness as a defense when a defendant "knew or should have known" the consequences of their actions. See *Williams v. Beemiller, Inc.*, 100 A.D.3d 143, 153 (N.Y. App. Div. 2012) (federally licensed firearm dealer

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in Ohio “expected or reasonably should have expected” obvious straw purchases to interstate trafficker “would have consequences in New York”); see also, *e.g.*, *Strabala v. Zhang*, 318 F.R.D. 81, 111 (N.D. Ill. 2016) (defendant turning “blind eye to the natural consequences of [its] actions”(internal quotation marks omitted)); *Kollmorgen Corp. v. Yaskawa Electric Corp.*, 169 F. Supp. 2d 530, 534-35 (W.D. Va. 1999) (defendant “ ‘professing ignorance’ and “deliberately tak[ing] steps to keep itself in the dark” about destination of its goods); *Barone*, 25 F.3d at 613-14 (defendant’s ignorance “defie[d] reason and could aptly be labeled ‘willful’”).

¶ 52 Another example of willful ignorance is *Delahanty v. Hinckley*, 686 F. Supp. 920, 923-24 (D.D.C. 1986). There, the court identified purposeful availment where a firearms manufacturer and distributor knowingly served the surrounding metropolitan area, did so readily, and neglected to prevent the distribution of their firearms to criminals.

¶ 53 Westforth’s reliance on *Walden*, 571 U.S. 277, is misguided. Unlike the officer in *Walden*, Westforth’s actions directly and repeatedly connected it to Illinois. The complaint alleges that Westforth not only sold firearms to Illinois residents but also ignored law enforcement citations for straw purchasing violations. Moreover, Westforth failed to implement remedial measures and facilitated transactions it knew, or should have known, would lead to illegal trafficking. This case is not about accidental or incidental conduct in a neighboring state but involves deliberate conduct aimed squarely at Illinois.

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¶ 54 Westforth cannot credibly claim ignorance when the record is replete with evidence that Westforth knew it was operating as a pipeline for illegal weapons into Chicago. In other words, Westforth's conduct was not one of passive indifference. Instead, Westforth made a deliberate choice to facilitate and profit from illegal firearm sales destined for Chicago's streets. Whether affirmative conduct or willful inaction, Westforth systematically enabled straw purchases to flourish, satisfying purposeful availment.

¶ 55 *Arising out of/Related to*

¶ 56 The next step in the analysis involves the plaintiff establishing that their claims satisfy one of two separate tests: (i) arise out of the defendant's contacts with the forum or (ii) relate to the defendant's in-forum activities. See *Russell*, 2013 IL 113909, ¶ 74; *Kothawala*, 2023 IL App (1 st) 210972, ¶¶ 25, 40. This ensures jurisdiction based on intentional conduct, contrasted with random or incidental contacts with the forum state. *Russell*, 2013 IL 113 909, ¶ 42 (citing *Burger King*, 471 U.S. at 475). Again, the standard has been described as "lenient" or "flexible." *Id.* ¶ 83.

¶ 57 Westforth argues that its firearm sales were intended for Indiana residents and do not relate to the City's claims of straw purchasing and firearm trafficking. Westforth further asserts it had no duty to monitor legally purchased firearm use even if it had knowledge or suspicion of a third party's intentions, citing *J. McIntyre Machinery, Ltd. v. Nicastro*, 564 U.S. 873, 882-883 (2011) ("[I]t is the defendant's actions, not [its] expectations, that empower a State's courts to subject him to judgment.").

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¶ 58 The City counters that Westforth feigned ignorance of trafficking of its firearms. To demonstrate its active complicity in trafficking, the City highlights the store's history of repeated sales to known straw purchasers that it knew or should have known funneled illegal firearms into Chicago, as evidenced by the former ATF agent's affidavit. Westforth's refusal to act, the City asserts, shows a deliberate choice to profit from the illicit firearms market just 10 miles from its front door.

¶ 59 Neither "arising from" nor "related to" demands strict causation or that the defendant's actions be the sole or exclusive cause of the harm. This permits a broader evaluation of the relationship between the plaintiff's claims and the defendant's contacts with the forum state. For example, in *Myers v. Casino Queen, Inc.*, 689 F.3d 904, 913 (8th Cir. 2012), the Eighth Circuit underscored the necessity of a flexible standard that considers the totality of the circumstances when analyzing how the defendant's conduct relates to the plaintiff's claims. Similarly, in *CompuServe, Inc. v. Patterson*, 89 F.3d 1257, 1267 (6th Cir. 1996), the court asserted that if a defendant's contacts with the forum state are sufficiently connected to the operative facts of the controversy, the action will be deemed to have arisen from those contacts.

¶ 60 Minimum contacts depend on assessing "the quality and nature of defendant's activity" in each case. *Chicago Film Enterprises v. Jablanow*, 55 Ill. App. 3d 739, 741-42 (1977). We find the allegations in the complaint, the affidavits, and other documents in the record establish an unrebutted *prima facie* case that the alleged harm

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arises from Westforth's systematic and deliberate years-long practice of selling to Illinois straw purchasers, thereby embracing the Illinois market far beyond mere fortuity. Not only did the store refuse to implement basic safeguards against straw purchasing, but all the while, it ignored numerous red flags, among them multiple law enforcement visits and citations connecting its firearms to Illinois criminal activity.

¶ 61 The record demonstrates Westforth was acutely aware of and intended to facilitate trafficking of firearms into Illinois through straw purchasers. Indeed, “arising from” encompasses a defendant deliberately reaching out to the forum state – such as by “‘exploi[ting] a market’” in that state. See *Ford Motor Co.*, 592 U.S. at 359 (quoting *Walden*, 571 U.S. at 285). By exploiting the illegal firearm market in Chicago, Westforth cemented a strong relationship among itself, Illinois, and the litigation, thereby satisfying the “arising from” requirement. See *Russell*, 2013 IL 113909, ¶ 30.

¶ 62 *Reasonableness*

¶ 63 We also consider whether requiring Westford to litigate in Illinois is reasonable. *Id.* ¶ 87. *Russell* lists four factors in determining reasonableness: (i) the burden on the defendant litigating in a foreign forum, (ii) the forum state’s interest, (iii) the plaintiff’s interest in obtaining relief, and (iv) the interests of other affected forums in judicial efficiency and policy advancement. *Id.*

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¶ 64 Regarding the first factor, litigating in Illinois is not an unreasonable burden for Westforth, given its years of knowingly profiting from Illinois' illicit firearms market and interactions with law enforcement officials and Illinois residents. Next, Illinois has a strong interest in resolving the dispute because a significant number of illegally trafficked firearms used in crimes in Chicago trace back to Westforth, impacting public safety and law enforcement efforts. Third, the City has a compelling interest in obtaining relief, as the illegal firearms supplied by Westforth have contributed to violent crime and imposed significant costs on the City. Concerning the interests of other affected forums, litigating the case in Illinois promotes judicial efficiency by addressing the issue where the harm occurred while furthering substantive policies against illegal gun sales. Indiana's interest does not have the same urgency or impact as Illinois'.

¶ 65 *Leave to Amend the Complaint*

¶ 66 Next, the City argues the trial court erred by denying its motion to amend the complaint. Because we have reversed on jurisdiction, we need not address this issue. We note, however, that while not absolute, amendments should be liberally allowed unless doing so would prejudice the opposing party. *Bank of Northern Illinois v. Nugent*, 223 Ill. App. 3d 1, 13 (1991).

¶ 67 Reversed and remanded.

**APPENDIX C — MEMORANDUM OPINION AND
ORDER OF THE CIRCUIT COURT OF COOK
COUNTY, ILLINOIS COUNTY DEPARTMENT,
CHANCERY DIVISION, FILED MAY 25, 2023**

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

No. 2021 CH 01987
Calendar 14

CITY OF CHICAGO, AN ILLINOIS
MUNICIPAL CORPORATION,

Plaintiff,

v.

WESTFORTH SPORTS, INC.,

Defendant.

May 25, 2023

MEMORANDUM OPINION AND ORDER

This matter comes for ruling on Defendant Westforth Sports, Inc.’s Section 2-619 Motion to Dismiss for Lack of Personal Jurisdiction (“Motion to Dismiss”). The Court considered. Defendant’s Motion to Dismiss, Plaintiff City of Chicago’s Opposition to Defendant’s Section 2-619 Motion to Dismiss for Lack of Personal Jurisdiction, City of Chicago’s Unopposed Motion to Supplement the

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Record and to Extend the Date for Defendant's Reply, and Defendant's Reply Memorandum in Support of its Section 2-619 Motion to Dismiss for Lack of Personal" Jurisdiction and all attached exhibits, Plaintiff's complaint, and relevant authorities as well as the parties' oral arguments on January 31, 2023. For the following reasons, the Court grants Defendant's Motion to Dismiss with prejudice.

BACKGROUND**The City's Complaint**

In its complaint, Plaintiff The City of Chicago ("the City") alleges, in relevant part, the following: Westforth Sports, Inc. ("Westforth") is a federal firearms licensee ("FFL"), a retail dealer in firearms located in Gary, Indiana, approximately ten miles from Illinois. Westforth transacts business within Illinois and with Illinois residents by selling firearms (handguns and "long guns" (rifles and shotguns)), ammunition and other-products directly to Illinois residents at its retail counter; advertising to out-of-state residents generally and Illinois residents in particular; selling firearms over the Internct to Illinois residents; and shipping firearms to other FFL Illinois dealers for transfer to Illinois residents.

The City further alleges that Westforth knows, or reasonably should know, that many of its gun trafficking customers are bringing Westforth's firearms to Chicago. The City alleges that Westforth creates a public nuisance by knowingly selling firearms to "straw purchasers," who purchase guns and subsequently resell them to

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other people, typically those who cannot legally purchase firearms themselves. The complaint alleges that Westforth sold firearms to “at least 40 separate purchasers who have since been charged with federal firearms entries in connection with their transactions at the store.”

The City alleges that Westforth engaged in a pattern of illegal sales resulting in the flow of hundreds, if not thousands, of illegal firearms into the City and that Westforth “feeds the market for illegal firearms” by knowingly selling its products to straw purchasers who transport Westforth’s guns from Indiana into Chicago where they are resold to individuals who cannot legally possess firearms. This allegation underlies the complaint’s four counts: Count I, Public Nuisance; Count II, Municipal Cost Recovery Ordinance (seeking to recover the City’s costs in investigating and responding to Westforth’s violations of federal law and litigation costs); Count III, Negligence; and Count IV, Negligent Entrustment.

The City alleges that this Court has personal jurisdiction over Westforth under 735 ILCS 5/2-209 because Westforth “transacts business within Illinois.” Westforth’s advertising targets out-of-state residents in general and Illinois residents, in particular. The City cites Westforth’s Google.com business listing which includes a question-and-answer section with guidance specifically for Illinois residents interested in purchasing firearms from Westforth that informs prospective Illinois customers that they will be required to provide their FOID (Firearm Owners Identification) cards and follow Illinois-specific waiting periods. The City alleges that this indicates

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that Westforth “specifically targets Illinois residents as potential customers” and that Westforth “does regular business with Illinois residents at its retail store.” The City’s complaint seeks compensatory and exemplary damages as well as injunctive relief and attorney’s fees and costs.

Westforth’s Motion to Dismiss

Westforth filed this Motion to Dismiss, arguing that Illinois lacks personal jurisdiction, either general or specific, over Westforth. In sum, Westforth argues that all of the activity about which the City complains involves retail firearm sales in Indiana to Indiana residents who provided valid, government-issued photo IDs proving their Indiana residency. Westforth contends that its conduct was not purposefully directed toward Illinois, which would be necessary to establish specific jurisdiction. Westforth argues that the acts of anyone other than Westforth subsequent to Westforth’s sales of firearms in Indiana to Indiana residents (such as alleged straw purchasers) cannot create personal jurisdiction over Westforth in Illinois, and the City’s claims must be dismissed.

Westforth attaches the affidavit of Earl Westforth (“Mr. Westforth”), the president and secretary of Westforth. Mr. Westforth stated that Westforth is an Indiana corporation with its principal and only place of business in Gary, Indiana. He averred that every firearm Westforth sold at retail, including every one sold as part of the specific transactions cited in the City’s complaint, was sold in Indiana.

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Mr. Westforth averred that “For each transaction specifically addressed in Plaintiffs complaint, the purchasers, under penalty of perjury and other consequences, indicated on multiple lines that they were Indiana residents and provided valid, government-issued photo identification as required under the Gun Control Act to prove their Indiana residence.” The affidavit discusses each of the 14 purchasers named in the City’s complaint and attaches hundreds of pages of firearm transaction-records related to those purchases.

Mr. Westforth also averred that Westforth has never sold handguns at retail to anyone other than Indiana residents. He denied that Westforth conducted or solicited business in Illinois. As for long guns, he testified that Westforth “is permitted to sell long guns legally at retail to residents of other states only within the State of Indiana and only if such sales are legal both in Indiana and the purchaser’s state of residence.” Mr. Westforth also averred that from January 2011 to the present, Westforth never targeted advertising to Illinois.

At the City’s request, the parties conducted extensive discovery on the issue of personal jurisdiction raised in Westforth’s Motion to Dismiss. After that discovery concluded, the City filed its response to the Motion to Dismiss.

The City responds that Westforth is subject to specific jurisdiction in this case because Westforth has minimum contacts with Illinois-residents which relate to the City’s claims in three ways: (1) selling handguns to

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Illinois residents and delivering the firearms to Illinois via FFL intermediaries; (2) selling long guns to Illinois residents directly at Westforth's retail store; and (3) knowingly selling guns to straw purchasers who present Indiana identification at Westforth's Indiana store, but then those straw purchasers transfer or resell those guns to Illinois residents. The City supports its response with the affidavits of attorney James Miller, Sergeant Randolph Nichols, Gregory Lickenbrock and Joseph Bisbec, ATF records and reports, deposition transcripts, FFL transaction records and various other documents.

ANALYSIS

The plaintiff has the burden to establish a *prima facie* basis upon which to exercise personal jurisdiction over a nonresident defendant. *Russell v. SNFA*, 2013 IL 113909, ¶28. “Any conflicts in the pleadings and affidavits must be resolved in the plaintiff’s favor, but the defendant may overcome plaintiff’s *prima facie* case for jurisdiction by offering uncontradicted evidence that defeats jurisdiction.” *Russell*, 2013 IL 113909 at ¶28.

Illinois applies the minimum contacts test to determine whether personal jurisdiction, either general or specific, exists. *Russell*, 2013 IL 113909 at ¶36. The court considers whether the defendant has minimum contacts with Illinois and whether subjecting it to litigation in Illinois is reasonable under traditional notions of fair play and substantial justice. *Rios v. Bayer Corp.*, 2020 IL 125020, ¶18. The parties, agree that Illinois has no general jurisdiction over Westforth. The issue, then, is

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whether Illinois has specific jurisdiction over Westforth in this case.

Specific jurisdiction is case-specific. *Aspen Am. Ins. Co. v. Interstate Warehousing, Inc.*, 2017 IL 121281, ¶14. A defendant's general connections with the forum are not enough for specific jurisdiction. *Bristol-Myers Squibb Co. v. Superior Court*, 582 U.S. 255, 264 (2017). Specific jurisdiction exists when the plaintiff's cause of action arises out of or relates to the defendant's contacts with the forum state. *Aspen Am. Ins. Co.*, 2017 IL 121281 at ¶14.

“Specific jurisdiction requires a showing that the defendant purposefully directed its activities at the forum state and the cause of action arose out of or relates to the defendant's contacts with the forum state. Under specific jurisdiction, a nonresident defendant may be subjected to a forum state's jurisdiction based on certain ‘single or occasional acts’ in the state but only with respect to matters related to those acts.” *Russell*, 2013 IL 113909 at ¶40 (internal citations omitted).

The City identifies two ways in which, it argues, Westforth purposefully directed its activities at Illinois and argues that the City's causes of action arise out of or relate to these contacts with Illinois such that this Court should exercise specific jurisdiction over Westforth in this case.

*Appendix C***1. Westforth's sales of firearms to Illinois residents in Illinois.**

First, the City points to Westforth's advertising "which targets Illinois residents and its sales to Illinois customers, either over the counter or through Illinois FFLs. The City alleges that the store's business listing on Google includes a question-and-answer section directed toward Illinois residents, explaining the requirements for Illinois residents to purchase firearms from Westforth. This advertising relates to Westforth's sales of handguns to Illinois residents through Illinois FFLs and long guns over the counter at Westforth's store.

The City also analyzes the amount of revenue Westforth derives from its sales to Illinois customers over the counter or through Illinois FFLs intermediaries, citing that between 2018 and 2021, Westforth sold at least 538 handguns and long guns to Illinois residents, generating more than \$320,000, or 2.7% of the store's total revenue. The City argues that through these sales and advertising, Westforth purposefully availed itself of the privilege of doing business in Illinois.

Westforth agrees that it transacts business with Illinois customers, by legally selling handguns to Illinois residents via FFL intermediaries and long guns to Illinois residents directly at Westforth's retail store and agrees that some of its advertising reaches Illinois customers. However, Westforth argues that none of the City's claims arises out of or relates to Westforth's sales of guns in Illinois or through FFLs in Illinois and thus, these

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transactions are not sufficient for specific jurisdiction purposes.

Rather, Westforth argues, all of the City's claims arise out of or relate only to Westforth's sales of guns directly to Indiana consumers in Indiana at its Indiana store. Specifically, Westforth points to the City's allegations in the complaint that "Westforth feeds the market for illegal firearms by knowingly selling its products to an ever-changing roster of gun traffickers and straw (sham) purchasers who transport Westforth's guns from Indiana into Chicago" and that "guns are frequently brought into Chicago from Indiana and Wisconsin." These claims, based on the City's own allegations, all relate to alleged straw purchases, Westforth's transfers of guns directly to Indiana consumers in Indiana, and not to Westforth's transfers, of guns to Illinois residents or to FFL's in Illinois.

This Court agrees with Westforth. At oral argument, counsel for the City agreed that its complaint does not allege any claims based on Westforth's direct sales of guns to Illinois customers, either through Illinois FFLs or at the counter.¹¹ The City admits that "as the complaint is drafted, there's not a causal connection between [Westforth's] sales to Illinois customers and the City's

1. Although the City frequently mentions additional claims that *it* may later seek to add in an amended complaint to "create" jurisdiction, the City agreed that the Court cannot consider any such potential claims not pled in the current complaint to establish specific jurisdiction over Westforth. (Trans. of 1-31-23 hearing at p. 17-19).

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claims.” The City conceded that its injuries and claims do “not arise out of those Illinois sales.”

The City argues, however, that even though the City’s causes of action do not “arise out of Westforth’s direct sales of guns to Illinois residents or through Illinois FFL’s, because Westforth sells the same guns through straw purchasers that it sells to Illinois residents, the City’s causes of action “relate to” Westforth’s direct sales of guns to Illinois residents and through Illinois FFL’s and thus, those Illinois sales establish specific jurisdiction here.

In support of this argument, the City relies on *Russell* and *Harding v. Cordis Corp.*, 2021 IL App (1st) 210032. However, those cases are distinguishable. First, both cases involve defendant manufacturers of alleged defective products who placed their products into the stream of commerce through distributors who then sold the manufacturers’ products in Illinois. Westforth is neither a manufacturer nor a distributor of any product: it is a retailer. Another important distinction between *Russell* and *Harding* and the present case is that the City does not allege that any of the products sold by Westforth are defective. The City cites no case where a court applied this stream of commerce theory to a retailer or a case involving the sale of a nondefective product.

While *arise out of* “asks about causation,” *relate to* “contemplates that some relationships will support jurisdiction without a causal showing.” *Ford Motor Co.*, 141 S.Ct. at 1026. Although this “relate to” standard is “lenient or flexible,” (*Russell*, 2013 IL 113909 at ¶83), the

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Court finds that the City’s argument to apply specific jurisdiction to Westforth in this case would stretch this standard-beyond reasonable limits. Thus, the Court finds that the City’s causes of action do not arise out of or relate to Westforth’s sales of firearms to Illinois residents sufficient to exercise specific jurisdiction over Westforth in this case. *See Ford Motor Co. v. Mont. Eighth Judicial Dist. Court*, 141 S.Ct. 1017, 1021 (the “essential foundation” of specific jurisdiction is a strong “relationship among the defendant, the forum, and the litigation”); *Aspen Am. Ins. Co.*, 2017 IL 121281 at ¶14.

2. Westforth’s sales of firearms to alleged straw purchasers in Indiana.

Second, the City argues that Westforth’s sale’s of guns to straw purchasers in Indiana who then resold them to Illinois residents are sufficient to show that Westforth purposefully directed its activities at Illinois. The City cites evidence, that Westforth persisted in selling guns even though those sales involved signs of straw purchasing and that it was on notice that some of its guns “were headed to Illinois.” The City agrees that its claims against Westforth are based solely on these straw purchases and its theory that Westforth knew or should have known that guns sold by Westforth at its store in Indiana to Indiana residents would then be resold or transferred to Illinois residents not eligible to possess firearms who would then bring them into Illinois.

Westforth responds that all of the gun sales alleged in the City’s complaint involve retail firearm sales made by

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Westforth in Indiana to Indiana residents who provided valid, government-issued photo IDs proving their Indiana residency. Westforth contends that the fact that these buyers may have been straw purchasers who resold the guns to Illinois residents and brought the guns into Illinois is the unilateral activity of third parties and is not sufficient to establish that Westforth itself purposefully directed its activities at Illinois.

The Court agrees with Westforth. In a specific jurisdiction analysis, the focus is on the contacts that the “defendant *himself*” creates with the forum state, and not the plaintiff or third parties. *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475 (1985). *See also Walden v. Fiore*, 571 U.S. 277, 284 (2014). “The unilateral activity of those who claim some relationship with a nonresident defendant cannot satisfy the requirement of contact with the forum State. The application of that rule will vary with the quality and nature of the defendant’s activity, but it is essential in each case that there be some act by which the defendant purposefully avails itself of the privilege of conducting activities within the forum State, thus invoking the benefits and protections of its laws.” *Russell*, 2013-IL 113909 at ¶42, quoting *Burger King Corp.*, 471 U.S. at 474-75. “Due process requires that a defendant be haled into court in a forum State based on his own affiliation with the State, not based on the ‘random, fortuitous, or attenuated’ contacts he makes by interacting with other persons affiliated with the State.” *Walden*, 571 U.S. at 286, citing *Burger King Corp.*, 471 U.S. at 475. *See also Russell*, 2013 IL 113909 at ¶42.

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Here, the City's claims are based on the unilateral activity of third parties, the straw purchasers, and not the actions of the nonresident defendant, Westforth. The City fails to cite to an act by which Westforth purposefully availed itself of the privilege of conducting activities within Illinois with these straw purchases. The City argues that the fact that these straw purchases occurred through "middlemen, and not directly to Illinois consumers," does not deprive this Court of personal jurisdiction over Westforth. With this argument, the City equates illegal straw purchasers of guns from Westforth's retail store in Indiana to "middlemen," intermediaries and distributors of products.

As with its first theory of specific jurisdiction, the City relies solely on cases involving defective products and the stream of commerce theory of specific jurisdiction with defendants who were manufacturers or distributors of those allegedly defective products. *See, e.g., World-Wide Volkswagen Corp. v. Woodson*, 444 U.S. 286, 297 (1980); *Russell*, 2013 IL 113909 at ¶1; *Harding*, 2021 IL App (1st) 210032 at ¶1. Those cases also involve some kind of an intentional relationship, either contractual or otherwise, between the defendant and the "middleman" or intermediary. *See Hernandez v. Oliveros*, 2021 IL App (1st) 200032, ¶21 (defective product case where the defendant used authorized retailers to market and sell its products throughout Illinois); *Schaefer v. Synergy Flight Center, LLC*, 2019 IL App (1st) 181779, ¶4 (defendant overhauled a plane engine and shipped it to a company in Indiana which then shipped the parts to an Illinois company).

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Although a party's purposeful availment need not be direct, the "purposeful availment requirement can be achieved through another entity, as long as the other entity makes contact with the forum state *bilaterally* rather than *unilaterally*" *Hernandez*, 2021 IL App (1st) 200032 at ¶23. "Bilateral acts can occur when two parties have a business relationship or contractual understanding that contemplates one party's acting for the benefit of both in the forum state." *Id.*

Here, Westforth is a retailer, not a manufacturer or distributor. There is no evidence of a bilateral relationship between Westforth and the straw purchasers whereby Westforth uses the illegal straw purchasers to distribute its guns in Illinois. There is no evidence that both Westforth and various straw purchasers had a business relationship or contractual understanding which contemplates the straw purchasers acting for the benefit of both the straw purchasers and Westforth in Illinois. Even if Westforth should know that some of the purchasers of guns at its retail store are straw purchasers, there is no evidence that Westforth works with these straw purchasers to distribute guns sold at its Indiana store to Illinois residents. The City's analysis is too attenuated to satisfy the requirements of due process necessary to subject Westforth to specific personal jurisdiction in Illinois based on the claims alleged by the City in this case.

Here, the City's claims alleged in its complaint relate solely to the actions of straw purchasers, Indiana residents who purchase guns from Westforth in Indiana. These claims do not arise out of or relate to the contacts Westforth

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has with Illinois (direct sales to Illinois residents either over the counter or through Illinois FFLs). There is no affiliation or connection between Westforth and the straw purchasers and Illinois sufficient to support the exercise of specific personal jurisdiction over Westforth. “When there is no such connection, specific jurisdiction is lacking regardless of the extent of a defendant’s unconnected activities in the State.” *Bristol-Myers Squibb Co.*, 582 U.S. at 264, citing *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 931 (2019).

CONCLUSION

For the foregoing reasons, this Court holds that the City’s *causes* of action do not arise out of or relate to Westforth’s contacts with Illinois sufficient to exercise specific personal jurisdiction over Westforth in this case. Accordingly, the Court grants Defendant Westforth Sports, Inc.’s Section 2-619 Motion to Dismiss for Lack of Personal Jurisdiction with prejudice. Case disposed.

Entered: /s/
Judge Clare J. Quish
May 25, 2023

**APPENDIX D — EXCERPT FROM PETITION
IN THE SUPREME COURT OF ILLINOIS,
FILED APRIL 17, 2025**

IN THE SUPREME COURT OF ILLINOIS

No. _____

THE CITY OF CHICAGO,

Plaintiff-Respondent,

v.

WESTFORTH SPORTS, INC.,

Defendant-Petitioner.

Filed April 17, 2025

PETITION FOR LEAVE TO APPEAL

Petition for Leave to Appeal from the Appellate Court
of Illinois for the First Judicial District, Sixth Division
Appellate Court
No. 1-23-1908, Opinion Filed March 14, 2025
2025 IL App (1st) 231908

There Heard on Appeal from the Circuit Court
of Cook County, Chancery Division,
No. 21 CH 1987, Hon. Clare J. Quish, Presiding

[TABLES INTENTIONALLY OMITTED]

* * *

*Appendix D***[1] PRAYER FOR LEAVE TO APPEAL**

The First District Appellate Court ruled that the Due Process Clause of Fourteenth Amendment to the United States Constitution permits the State of Illinois to exercise specific personal jurisdiction over Westforth Sports, Inc. (“Westforth”), a federally licensed firearms dealer (“FFL”) located in Gary, Indiana, related to claims that some firearms sold at retail in Indiana, to individuals who presented valid, government-issued Indiana identification showing an Indiana residence, and which could not be sold to anyone other than an Indiana resident, were later recovered in Chicago. The ruling created a *de facto* specific personal jurisdiction standard applicable to sellers of legal, non-defective, easily transportable products in one state based merely on a seller’s common-sense knowledge that some products sold may, through the agency of third parties, be later transported elsewhere. Westforth respectfully requests leave to appeal this decision pursuant to Supreme Court Rule 315.

JUDGMENT APPEALED

The First District Appellate Court, Sixth Division, entered its judgment on March 14, 2025. A043-058. No petition for rehearing was filed.

POINTS RELIED UPON FOR REVIEW

1. The Appellate Court’s decision creates a *de facto* specific personal jurisdiction standard based upon geographic proximity of out-of-state sellers of small,

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easily transported goods where third parties unilaterally transport products across state lines.

2. The Appellate Court's decision conflicts with *Ford Motor Co. v. Mont. Eighth Judicial Dist. Court.*, 141 S.Ct. 1017 (2021) and *Russell v. SNFA*, 2011 Ill. App. (1st) 093012 by expanding "arising out of or relating to" analysis by tying the transactions at issue and harms complained of to other, unrelated contacts with the forum state.

[2] ISSUES PRESENTED FOR REVIEW

1. Whether the Appellate Court erred in ruling that the Due Process Clause of the United States Constitution allows the exercise of specific personal jurisdiction over Westforth, a seller of legal, non-defective, easily transportable products in Indiana, based merely on the seller's common-sense knowledge that some such products may, through the agency of third parties over whom the seller has no control, be transported outside of the State of Indiana

STATEMENT OF FACTS**WESTFORTH IS ONLY "AT HOME" IN INDIANA.**

Westforth is an Indiana corporation that has its principal and only place of business located in Gary, Indiana. See, Earl Westforth Affidavit, C 181 V1, ¶ 2. Westforth is a federally-licensed firearms retailer holding a Type 01 federal firearms license ("Type 01 FFL"), and has operated as a Type 01 FFL since its inception.

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C 181 V1, ¶ 4. Westforth is licensed in and engaged in the business of selling firearms in Indiana, and every firearm Westforth has sold at retail – including each sold as part of the specific transactions cited in the City’s complaint – was sold in the State of Indiana. C 182 V1, ¶ 5. Westforth sells firearms in Indiana and in compliance with the laws of the State of Indiana as well as all other federal and local laws and regulations. C 182 V1, ¶ 9.

**WESTFORTH ONLY SELLS GUNS AT RETAIL IN
INDIANA.**

For every retail sale of firearms, Westforth’s customers completed an ATF Form 4473, and Westforth maintains an ATF Form 4473 for every retail firearm transaction as required under the Gun Control Act (“GCA”). C 182 V1, ¶ 11. ATF Form 4473 requires that a retail purchaser of firearms declare, under penalty of perjury, his or her residence address and state of residence. C 182 V1, ¶ 12. ATF Form 4473 also requires that an FFL examine a valid, government-issued photo ID that verifies the individual’s residence information and to record the ID information on the form. ATF Form 4473 further requires an FFL to record information concerning the FBI/NICS

* * *