

LUCAS COUNTY COMMON PLEAS COURT
CASE DESIGNATION

FILED LUCAS COUNTY
07/06/2022 03:57 PM
COMMON PLEAS COURT
BERNIE QUILTER, CLERK

TO: Bernie Quilter, Clerk of Courts

CASE NO. _____ 101095

JUDGE: **G-4801-CI-0202202926-000**
Judge
LINDSAY D. NAVARRE

The following type of case is being filed:

Professional Malpractice

- Legal Malpractice (L)
 Medical Malpractice (M)

Product Liability (B)

Other Tort (C)

Workers' Compensation

- State Funded (D)
 Self Insured (K)

Administrative Appeal (F)

Commercial Docket

By submitting the complaint, with the signature of the Attorney, the Attorney affirms that the name of person with settlement authority and his/her direct phone number will be provided upon request to a party or counsel in this matter

Other Civil

- Consumer Fraud (N) Forfeiture
 Appropriation (P) Court Ordered
 Other Civil (H) Certificate of Title
 Copyright Infringement (W)

This case was previously dismissed pursuant to CIVIL RULE 41 and is to be assigned to Judge _____, the original Judge at the time of dismissal. The previously filed case number was CI _____.

This case is a civil forfeiture case related to a criminal case currently pending on the docket of Judge _____. The pending case number is _____.

This case is a Declaratory Judgment case with a personal injury or related case currently pending. The pending case number is _____, assigned to Judge _____.

This case is to be reviewed for consolidation in accordance with Local Rule 5.02 as a companion or related case. This designation sheet will be sent by the Clerk of Courts to the newly assigned Judge for review with the Judge who has the companion or related case with the lowest case number. The Judge who would receive the consolidated case may accept or deny consolidation of the case. Both Judges will sign this designation sheet to indicate the action taken. If the Judge with the lowest case number agrees to accept, the reassignment of the case by the Administration Judge shall be processed. If there is a disagreement between the Judges regarding consolidation, the matter may be referred to the Administrative Judge.

Related/companion case number _____ Assigned Judge _____

Approve/Deny Date Approve/Deny Date

Attorney Sean R. Alto
Address Cooper & Elliott
305 W Nationwide Blvd., Columbus, OH 43215
Telephone 614-481-6000

IN THE COMMON PLEAS COURT OF LUCAS COUNTY, OHIO

E. Elaine Roebke, Administrator of the
Estate of Allison Roebke
c/o Cooper & Elliott, LLC
305 West Nationwide Boulevard
Columbus, Ohio 43215,

Plaintiff,

vs.

ADCO Firearms, LLC
6481 Monroe Street
Sylvania, Ohio 43560

and

Steven E. Thompson
6481 Monroe Street
Sylvania, Ohio 43560,

Defendants.

Case No

G-4801-CI-0202202926-000

Judge

LINDSAY D. NAVARRE

Judge

JURY DEMAND
ENDORSED HEREON

COMPLAINT

1. This case arises out of the decision of ADCO Firearms, LLC ("ADCO") to knowingly violate its duty of reasonable care and the law in order to sell a firearm to an obvious

straw purchaser.¹ The foreseeable, tragic death of Allison Roebke occurred as a direct and proximate result of ADCO's misconduct.

2. Ms. Roebke, at just 37 years old, shot and killed herself using a gun ADCO sold to a straw purchaser acting on Ms. Roebke's behalf.

3. Specifically, in the summer of 2020, Ms. Roebke asked Jerry Zohn, a 70-year-old man, whom she had met a few months earlier, to purchase a gun for her. She told Zohn that she could not lawfully purchase the gun herself because she had previously been involuntarily hospitalized due to her mental health.

4. Ms. Roebke gave Zohn money to purchase the gun and, on July 2, 2020, the two entered ADCO. Defendant Steven Thompson, the owner of ADCO, later told police that he recalled seeing Ms. Roebke and Zohn at his store on at least two previous occasions. Thompson told police he remembered them because of the "strange dynamic" between them.

5. Thompson nevertheless sold Zohn a Ruger, Model Wrangler, .22 Long Rifle caliber revolver and some ammunition (hereafter, the "ADCO firearm"). He did so despite red flags which, upon information and belief, provided him with actual and/or constructive knowledge that Zohn was engaging in what is known as an illegal straw purchase. And that was exactly what it was. Ms. Roebke could not lawfully purchase the gun herself, so Zohn, who had never owned a gun, bought the gun for her.

6. After ADCO sold Zohn the firearm, Zohn immediately gave it to Ms. Roebke. Six days later, Ms. Roebke used that gun to end her life. Her adoring father, Paul, found her dead in her bedroom.

¹ A "straw purchase" is one in which "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, 169 (2014).

7. Zohn was later sentenced for violating federal law.
8. ADCO, however, also knowingly violated multiple state and/or federal firearms laws applicable to the sale or marketing of firearms either directly and/or as an accomplice/conspirator by completing a clear straw sale.
9. ADCO also violated its duty of care.
10. Plaintiffs are entitled to civil justice against ADCO for the foreseeable and deadly consequences of its negligent and unlawful misconduct.

INTRODUCTION

11. Defendant ADCO Firearms, LLC is in the business of selling firearms for profit. Under federal law, gun dealers like ADCO must obtain a Federal Firearms License, which ADCO did. Federal Firearms Licensees (“FFL” or “gun dealer”) like ADCO, in exchange for being granted a license, agree to assume certain responsibilities. One of these responsibilities is to follow all federal and state firearms laws and regulations. These laws and regulations, as well as industry standards, have a common purpose: to prevent violence by ensuring that guns do not end up in the wrong hands.

12. Both federal and Ohio law prohibit certain classes of people—felons, drug addicts, and those with mental illness, among others—from purchasing, receiving, or possessing any firearm. Gun Control Act of 1968, 18 U.S.C. § 922(g); R.C. 2923.13.

13. Federal law prohibits any person, including ADCO, from selling or otherwise disposing of firearms or ammunition to any person who is prohibited from purchasing, receiving, or possessing a firearm. 18 U.S.C. § 922(d).

14. Similarly, Ohio law prohibits any person, including ADCO, from recklessly selling, lending, giving, or furnishing any firearm to someone who is prohibited under R.C. 2923.13 from

acquiring, having, carrying, or using any firearm. R.C. 2923.20(A)(1). Ohio law also prohibits any person, including ADCO, from possessing a firearm with the purpose to dispose of it in violation of R.C. 2923.13. R.C. 2923.20(A)(2).

15. Gun dealers like ADCO have been tasked as the primary agents enforcing these laws.

16. One of a gun dealer's most important duties in abiding these laws is the duty not to sell a gun when the gun dealer has reason to know that a "straw" or otherwise illegal sale is occurring.

17. Straw purchases are one of the main ways for individuals who cannot lawfully purchase a gun to obtain a gun. And ADCO knew or should have known that straw purchasers, upon buying a gun, will likely turn the gun over to an individual who cannot lawfully possess a gun.

18. That is what happened here. On July 2, 2020, ADCO, through its owner Steven Thompson, approved the sale of a Ruger, Model Wrangler, .22 Long Rifle caliber revolver, bearing the serial number 200-90541 to Jerry Zohn despite Thompson's actual or constructive knowledge, based on clear red flags, that Zohn was purchasing the gun for Allison Roebke.

19. As a foreseeable result of ADCO's unlawful straw sale, Zohn immediately gave the ADCO Firearm to Ms. Roebke, who, through the years, had struggled with mental illness and had been involuntarily hospitalized due to her mental health.

20. Six days later, on July 8, 2020, Ms. Roebke used the ADCO Firearm to fatally shoot herself.

21. The Estate of Allison Roebke brings this lawsuit against ADCO and Steven Thompson for the foreseeable damages caused by their knowing violation of one or more state

and/or federal firearms laws, as well as their duty of reasonable care. This lawsuit does not challenge the right of responsible gun dealers to provide guns to law-abiding citizens in a safe, legal, and reasonable manner. Rather, it seeks to hold accountable ADCO, a gun dealer that willfully, negligently, and illegally sought to profit despite clear red flags of an illegal straw purchase that resulted in tragedy.

PARTIES, JURISDICTION, AND VENUE

22. Plaintiff, The Estate of Allison Roebke, was opened in Lucas County, Ohio, and E. Elaine Roebke (“Elaine”) has been appointed Administrator by the Lucas County Probate Court. Elaine is Ms. Robke’s mother. Ms. Roebke is also survived by her father, Paul Roebke, and her brother, Eric.

23. Defendant ADCO Firearms, LLC is an Ohio limited liability company located at 6481 Monroe Street in Sylvania, Ohio. ADCO opened in December 2002 and is engaged in the business of selling and distributing firearms. ADCO is vicariously liable for the acts of its agents and employees acting in the scope of their employment/agency.

24. Defendant Steven E. Thompson is an adult residing in the State of Ohio. According to records on file with the Secretary of State, Thompson has been the owner of and registered agent for ADCO since December 2002.

25. Jurisdiction is proper because all relevant events occurred in Lucas County, Ohio, and Defendants conduct business in Lucas County, Ohio.

26. Venue is proper in this Court because the events giving rise to this lawsuit occurred in Lucas County, Ohio.

BACKGROUND ALLEGATIONS

Firearms and Suicide

27. Firearms are the most frequent means by which individuals attempt to commit suicide. Indeed, suicide by firearm is more common than suicide by all other means combined.

28. A suicide attempt using a firearm is also more likely to result in death than an attempt by any other common means.

29. A suicide committed with a firearm is a foreseeable consequence of a gun dealer's failure to follow relevant laws and safety protocols.

30. Upon information and belief, Defendants were well aware, prior to and during the sale of the ADCO Firearm to Jerry Zohn, that suicide by firearm is a large contributor to our nation's epidemic of gun violence and that gun dealers have a duty to implement measures to prevent their firearms from being obtained for use in suicide.

31. Actors both within and outside the firearms industry recognize the importance of implementing and enforcing reasonable safeguards at the point of sale to minimize the significant risk of firearm suicide.

32. These safeguards are in addition to any statutory duties imposed on federally licensed firearms dealers.

33. For example, the National Shooting Sports Foundation ("NSSF")—the firearms industry's trade association—partnered with the American Foundation for Suicide Prevention to develop a Suicide Prevention Toolkit for firearms retailers like ADCO to use to help prevent customers from using their guns in suicides.

34. This toolkit lists a number of suicide "warning signs" that should be taken "seriously" and recommends various practices to limit a suicidal individual's ability to access

firearms. For example, a dealer who observes a visibly distraught customer should intervene and ask screening questions, including the purpose of the gun and, in appropriate circumstances, whether the individual is suicidal.

35. ADCO has a duty of reasonable care requiring it to implement protocols to prevent firearms from being diverted into the hands of individuals showing a propensity to harm themselves or others.

36. Congress and the Ohio Legislature recognized the dangers presented by individuals with serious mental illness purchasing, possessing, or receiving guns. Both federal and state law prohibit, among other classes of individuals, people who have been adjudicated as mentally ill or involuntarily hospitalized due to mental illness from purchasing, receiving, or possessing a gun.

37. 18 U.S.C. § 922(g)(4) provides:

it shall be unlawful for any person who has been adjudicated as a mental defective or who has been committed to a mental institution to ship or transport in interstate or foreign commerce, or possess in or affecting commerce, any firearm or ammunition; or to receive any firearm or ammunition which has been shipped or transported in interstate or foreign commerce.

38. Under 18 U.S.C. § 922(d)(4), it is unlawful for any person, including ADCO, to:

sell or otherwise dispose of any firearm or ammunition to any person knowing or having reasonable cause to believe that such person has been adjudicated as a mental defective or has been committed to any mental institution.

39. Also, under Ohio Revised Code 2923.13(A)(5):

no person shall knowingly acquire, have, carry, or use any firearm . . . , if . . . the person is under adjudication of mental incompetence, has been adjudicated as a mental defective, has been committed to a mental institution, has been found by a court to be a mentally ill person subject to court order, or is an involuntary patient other than one who is a patient only for purposes of observation.

40. Ohio law defines “mental illness” as “a substantial disorder of thought, mood, perception, orientation, or memory that grossly impairs judgment, behavior, capacity to recognize reality, or ability to meet the ordinary demands of life.” R.C. 5122.01.

41. Ohio law further defines “mentally ill person subject to court order as “a mentally ill person who, because of the person’s illness:

- (1) Represents a substantial risk of physical harm to self as manifested by evidence of threats of, or attempts at, suicide or serious self-inflicted bodily harm;
- (2) Represents a substantial risk of physical harm to others as manifested by evidence of recent homicidal threats or other violent behavior, evidence of recent threats that place another in reasonable fear of violent behavior and serious physical harm, or other evidence of present dangerousness;
- (3) Represents a substantial and immediate risk of serious physical impairment or injury to self as manifested by evidence that the person is unable to provide for and is not providing for the person’s basic physical needs because of the person’s mental illness and that appropriate provision for those needs cannot be made immediately available in the community;
- (4) Would benefit from treatment for the person’s mental illness and is in need of such treatment as manifested by evidence of behavior that creates a grave and imminent risk to substantial rights of others or the person;
- (5) Would benefit from treatment as manifested by evidence of behavior that indicates all of the following:
 - (i) The person is unlikely to survive safely in the community without supervision, based on a clinical determination.
 - (ii) The person has a history of lack of compliance with treatment for mental illness and one of the following applies:
 - (II) Within the forty-eight months prior to the filing of an affidavit seeking court-ordered treatment of the person under Section 5122.111 of the Ohio Revised Code, the lack of compliance resulted in one or more acts of serious violent behavior toward self or others or threats of, or attempts at, serious physical harm to self or others, provided that the forty-eight-month period shall be extended by the length of

any hospitalization or incarceration of the person that occurred within the forty-eight-month period.

- (iii) The person, as a result of the person's mental illness, is unlikely to voluntarily participate in necessary treatment.
- (iv) In view of the person's treatment history and current behavior, the person is in need of treatment in order to prevent a relapse or deterioration that would be likely to result in a substantial risk of serious harm to the person or others.

R.C. 5122.01(B).

42. Because these individuals cannot legally purchase a gun, they often turn to someone else to buy the gun for them. That is an unlawful straw purchase.

43. And as described below, federally licensed gun dealers like ADCO have a duty to act as gatekeepers to identify and prevent dangerous straw purchases.

ADCO, as a Federally Licensed Gun Dealer, Chose to Act as an Agent of Law Enforcement Tasked with Restricting Dangerous Access to Guns

44. For over 50 years, federal law has regulated sales by licensed firearms dealers "principally to prevent guns from falling into the wrong hands." *Abramski v. United States*, 573 U.S. 169, 172 (2014), citing Gun Control Act of 1968, 18 U.S.C. § 921, *et seq.* Under § 922(g), certain classes of people—felons, drug addicts, and those with mental illness, among others, may not purchase or possess any firearm. Ohio law also prohibits these classes of individuals from purchasing or possessing any firearm. R.C. 2923.13.

45. The way the law seeks to ensure statutorily restricted classes of people, including those with mental illness, do not purchase or possess guns is by forbidding a licensed dealer from selling a gun to anyone it knows, or has reasonable cause to believe, is such a prohibited buyer.

46. To accomplish this task, "Congress chose to make the dealer the 'principal agent of federal enforcement' in restricting" these individuals' "access to firearms." *Abramski*, quoting

Huddleston v. United States, 415 U.S. 814, 825 (1974). Thus, gun dealers bear “the responsibility to ‘[e]nsure 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* at 172, quoting *Huddleston* at 825.

47. ADCO, when it chose to become a federally licensed gun dealer, voluntarily assumed duties to carefully follow all federal and state firearms laws and regulations, implement reasonable safety measures to prevent straw and otherwise illegal sales, and assure firearms do not fall into the wrong hands. In exchange for assuming these duties, ADCO was permitted to, and did, engage in the business of selling guns for profit.

48. As a federally licensed gun dealer, ADCO knew or should have known that straw purchases are one of the primary ways that guns are diverted from licensed dealers to individuals who are prohibited from purchasing or possessing a firearm, like those with mental illness.

49. ADCO also knew or should have known that federally licensed gun shops play a critical role in identifying and preventing straw purchases. Specifically, ADCO knew or should have known that, as a federally licensed gun dealer, it has a duty to independently assess the lawfulness of every firearms transfer, and to certify the accuracy of the information provided to ADCO by each purchaser on the ATF Form 4473 (“Form 4473”) that is required for all firearm sales at federally licensed gun shops. Form 4473 even contains notations emphasizing and reminding the dealer of these two duties:

Purpose of the Form: The information and certification on this form are designed so that a person licensed under 18 U.S.C. 923 may determine if he/she may lawfully sell or deliver a firearm to the person identified in Section B, and to alert the transferee/buyer of certain restrictions on the receipt and possession of firearms. The transferor/seller of a firearm must determine the lawfulness of the transaction and maintain proper records of the transaction. Consequently, the transferor/seller must be familiar with the

provisions of 18 U.S.C. 921-931 and the regulations in 27 CFR Parts 478 and 479.

50. Despite this legal requirement, ADCO states on its website:²

There is no intention to sell items that are illegal in your state, but there is no possible way we can ensure that every item we sell will be legal for you to own. It is up to you, the consumer, to ensure that the item you purchase from us is legal in your state for you to own.

51. Additionally, ADCO knew or should have known that it is prohibited from abetting the making of false statements or maintaining or providing false documents in connection with the sale of a firearm.

52. ADCO also knew or should have known that NSSF, the gun industry trade association, and the ATF have recommended protocols to federally licensed gun dealers to screen for potential straw purchasers. These protocols include asking a set of questions beyond what is on Form 4473.

53. For example, ADCO knew or should have known, through NSSF and ATF's joint program, "Don't Lie for the Other Guy," that gun dealers have an obligation to not blindly rely upon a prospective purchaser's representations on Form 4473. Specifically, reasonably responsible gun shop salespeople know to look for suspicious circumstances or red flags indicating an attempted straw purchase. These red flags can include more than one person purchasing a gun together, any strange dynamics between the pair purchasing the gun (the "odd couple"), a perceived lack of experience with guns, circumstances indicating that one individual is purchasing the gun for the other, and other indicators of suspicious circumstances that trained and responsible gun dealers should be on the lookout for.

² See <https://adcofirearms.com/legal-disclaimer/> (last visited June 30, 2022).

54. If a salesperson picks up on any of these red flags, they should ask the prospective purchaser a series of questions, including:

- their experience with guns and what type of gun the purchaser is interested in or most comfortable with;
- their intended use for the gun or guns they are seeking to buy, such as personal protection, deer hunting, or target shooting; and
- further follow-up questions as necessary under the circumstances.

55. These reasonable steps allow the gun dealer to provide customer service while screening for potential straw purchasers. A reasonably responsible gun dealer should pick up on customers' suspicious behaviors or suspicious circumstances surrounding the purchase. When those suspicions arise, a responsible gun dealer should refuse the sale and contact the authorities.

56. ADCO knew or should have known that the ATF and NSSF have made clear that federally licensed gun dealers violate their duties when they ignore indicators of a straw purchase or otherwise illegal sale. A responsible gun dealer, when presented with red flags, will call law enforcement to enable further investigation of the situation.

57. ADCO's duties include, but are not limited to:

- always paying attention to indicators of straw sales;
- never selling a gun if it has reason to know or should know that the buyer may be a straw purchaser or otherwise prohibited from purchasing;
- always asking potential straw purchasers questions beyond those on Form 4473 to try to identify and stop straw purchases;
- calling law enforcement to investigate if it has reason to believe an illegal sale is occurring or has occurred;
- using all reasonably available means of screening potential straw purchasers;

- not relying exclusively on state and federal background checks as a screening tool; and
- training its employees to follow and implement the above protocols.

58. Further, a reasonable gun dealer uses these protocols in tandem with its protocols designed to prevent someone with a mental illness from obtaining a firearm. These two connected sets of obligations are vital to ensuring that a straw purchase does not result in a firearm ending up in the hands of someone with a mental illness who later uses the gun to commit suicide.

59. ADCO chose to assume the obligations of a federally licensed firearm dealer well before July 2, 2020, when Zohn engaged in a straw purchase to buy a gun for Allison Roebke. And Steven Thompson, as a federally licensed gun dealer for roughly two decades, knew or should have known of his obligations to ensure his compliance with state and federal law.

**ADCO Breached its Duties and Broke the Law
When it Sold the ADCO Firearm to Jerry Zohn**

60. On July 2, 2020, Jerry Zohn, a 70-year-old man entered ADCO with Allison Roebke, a 37-year-old woman. The two are not related. According to Defendant Steven Thompson, the owner of ADCO who sold Zohn the ADCO Firearm, Zohn and Ms. Robke had a “strange dynamic.” In fact, as Thompson later told the police, the pair stood out to him because they had visited the store together on at least two prior occasions and had an odd dynamic.

61. Allison Roebke, a bright and talented woman, who received her bachelor’s and master’s degrees from The University of Toledo, was fluent in Spanish and Greek, and studied and traveled internationally, struggled, as so many Americans do, with mental illness.

62. Under 18 U.S.C. § 922(g), it is unlawful for any person “who has been adjudicated as a mental defective or who has been committed to any mental institution” to receive or possess a firearm. Similarly, under Ohio law “[a] person who is under adjudication of mental

incompetence or has been adjudicated as a mental defective, has been committed to a mental institution, has been found by a court to be a mentally ill person subject to a court order, or is an involuntary patient other than one who is a patient only for purposes of observation” may not purchase, receive, or possess a firearm. R.C. 2923.13(A)(5).

63. Because Allison had been previously hospitalized due to her mental health, she was prohibited under federal and Ohio law from purchasing, receiving, or possessing a firearm.

64. Defendant Steven Thompson, who opened ADCO over two decades ago, was presented with numerous red flags that gave him actual or constructive knowledge of a straw purchase on July 2, 2020.

65. These red flags, include, but are not limited to:

- The presence of two individuals purchasing a single gun is, by itself, a red flag of an attempted straw purchase.
- Thompson saw Zohn and Ms. Roebke in ADCO together on at least two previous occasions. On neither occasion did either Zohn or Ms. Roebke attempt to purchase or purchase a firearm.
- Zohn, a 70-year-old man, and Ms. Roebke, a 37-year-old woman, stood out to Thompson because of their “strange dynamic.”
- The two were not married or related and together, bought a single gun.
- Jerry Zohn, and not Ms. Roebke, purchased the ADCO Firearm, despite circumstances indicating Ms. ROebke was the actual purchaser.

66. Moreover, upon information and belief, discovery may reveal additional red flags presented to Thompson.

67. Each of these red flags gave Thompson actual or constructive knowledge of an intended straw purchase.

68. Plus, the aggregate of these numerous red flags gave Thompson actual or constructive knowledge of an intended straw purchase without further investigation.

69. With this actual or constructive knowledge of a straw purchase, Thompson had a duty to take the next reasonable steps to investigate further.

70. Similarly, given Ms. Roebke's behavior, Thompson had a duty to ask her questions, including whether she was considering suicide.

71. Thompson breached his duty. To start, upon information and belief, Thompson never questioned Zohn or Ms. Roebke as to:

- their experience with guns and what type of gun they were interested in or most comfortable with;
- their intended use for the gun, such as personal protection, deer hunting, or target shooting; and
- Ms. Roebke's current mental state, including whether she was considering suicide.

72. Based on Thompson's actual or constructive knowledge of an intended straw purchase, Thompson had a duty to ask Zohn and Ms. Roebke these questions and to prevent Ms. Roebke from later acquiring the gun to take her own life.

73. Also, based on actual or constructive knowledge of an attempted straw purchase, Thompson should have denied the sale or contacted the authorities to further investigate.

74. Further, because Ms. Roebke appeared to be the actual purchaser of the ADCO Firearm, and was certainly involved in the sale, Thompson should have refused to make the sale or, at a minimum, inquire further as set forth above.

75. Ms. Roebke would not have been able to truthfully confirm on Form 4473 that she had never been involuntarily hospitalized due to her mental health.

76. Yet even in the face of an odd couple with a “strange dynamic,” and with actual or constructive knowledge of a straw purchase underway, Thompson took none of these reasonable steps.

77. Rather, Thompson simply provided Zohn with the Form 4473 and left it at that. On the form, Zohn represented that he was the actual buyer of the firearm.

78. On May 2, 2021, after Allison ended her life using the gun purchased by Zohn, Zohn was indicted for making a false statement in acquisition of a firearm in violation of 18 U.S.C. § 922(a)(6) and 924(a)(2). He was sentenced to 10 months home confinement.

79. ADCO had actual or constructive knowledge that Jerry Zohn’s gun purchase was an illegal straw purchase based on numerous red flags. But despite the red flags, particularly when viewed all together, Thompson certified Zohn as the actual purchaser of the ADCO Firearm on Form 4473 and further certified that the sale was legal.

80. Upon information and belief, Zohn then immediately provided the ADCO Firearm to Ms. Roebke, who took it home with her.

81. ADCO, as a federally licensed gun dealer, accepted the duty as an agent tasked with enforcing federal firearms law. And Thompson, as ADCO’s owner, was responsible for ensuring that ADCO had appropriate training protocols and procedures to prevent illegal straw purchases. Those protocols and procedures should take place during each firearm sale.

82. Yet ADCO either willfully blinded itself to the red flags indicating the straw purchase, or intentionally engaged in an illegal straw sale. It then falsely certified Zohn as the actual purchaser when it had actual or constructive knowledge that the gun was for Ms. Roebke. Thompson further directly violated or aided and abetted Zohn’s and ADCO’s violation of state and federal laws applicable to firearms sales, including but not limited to: 18 U.S.C. §§ 2, 3, 4,

371, 922(a)(6), 922(b)(2), 922(d)(4), 922(g)(4), 922(m), 922(t)(1), 923(g), 924(a)(1), 924(a)(2), 924(a)(3); 27 C.F.R. § 478.128(c); and R.C. 2923.13, 2923.23.13, 2923.20(A)(S).

83. Zohn violated federal and state law by making false statements regarding the identity of the true purchaser of the ADCO Firearm. And Thompson knowingly aided and abetted the straw purchase by knowingly and falsely certifying that Zohn was the actual purchaser of the ADCO Firearm despite clear indicators that Zohn was purchasing the gun for Ms. Roebke.

84. Upon information and belief, ADCO, at minimum, chose to remain willfully blind to red flags surrounding Zohn's purchase because it wanted to maximize its profit, regardless of the foreseeable risk that someone like Ms. Roebke would pay the price.

85. ADCO breached the duties it assumed in exchange for being granted a federal license to sell guns for a profit.

86. Defendants placed their self-interests above the very real risks to the safety and life of Ms. Roebke and the public. Thompson knew something was not right with Zohn and Ms. Roebke and chose to go ahead with the sale anyway. In doing so, ADCO acted maliciously towards Allison Roebke and her family, or in an intentional disregard of their rights.

ADCO Ignored Industry Standards and Law Enforcement Safety Guidelines

87. In addition to willfully breaching its duties to take reasonable steps to prevent an unlawful straw purchase, ADCO also failed to follow industry and law enforcement guidelines designed to prevent straw purchases.

88. For example, NSSF and ATF established the industry standard, "Don't Lie for the Other Guy" sales protocol in 2000—two years before Thompson opened ADCO. Under this protocol, gun dealers should screen suspicious purchases with a litany of questions in the face of an odd couple like Zohn and Roebke.

89. Specifically, the “Retailers Guide to Recognizing and Deterring Strawman Purchases” provides, in part:

- As a federally licensed firearms dealer, you are responsible under federal law for determining the legality of any firearm transaction.
- It is not enough, however, to simply have your customer provide identification, fill out the required forms, and undergo the criminal background check. You are required to verify that the individual buying the firearm is indeed the actual purchaser.
- By including a couple questions regarding the identity of the actual purchaser in this area pre-sales screening, retailer can provide a valuable service to law enforcement and to their community without offending a legitimate customer.
- An effective way to do this is to establish a store policy that every potential handgun purchaser will be asked the same sequence of questions. You may even want to post a sign in your store that informs the customer of this policy.
- Before a customer fills out the firearm transaction form, the dealer should take time to explain the ramifications of making false statements on the form. Providing false information is a federal felony, and a conviction can result in a 10-year prison term and a fine of up to \$250,000 for both the actual purchaser and the straw purchaser.

90. ADCO knew or should have known of these sales protocols and that a reasonable, law-abiding gun dealer would employ these protocols and additional safety measures.

91. ADCO, through Steven Thompson, upon witnessing the odd couple of Jerry Zohn and Allison Roebke, should have peppered Zohn and Ms. Roebke with questions in accordance with industry standard.

92. Upon information and belief, ADCO failed to implement industry standards and reasonable practices to prevent straw purchases and failed to train its employees to follow industry recommendations, ask questions of suspicious purchasers, and decline a transaction where it had actual or constructive knowledge of the intended straw sale based on the presence of red flag.

93. ADCO's failure to use minimal screening tactics set forth by the NSSF, as well as additional, reasonable safety measures, enabled the unlawful sale of the ADCO Firearm and caused Ms. Roebke's wrongful death and conscious pain and suffering, as well as Plaintiff's harm.

ADCO's Unlawful Conduct and Breach of its Duties Foreseeably Caused Ms. Roebke's Wrongful Death and Plaintiff's Damages

94. Because straw sales disguise the identity of the actual firearm purchaser and allow the actual purchaser to evade background checks, they are one of the main mechanisms through which restricted or otherwise dangerous individuals acquire firearms.

95. So, when a dealer like ADCO facilitates a straw sale, it is not only foreseeable but highly probable that the gun will end up in the hands of someone who should not have a gun.

96. ADCO, as a federally licensed gun dealer knew or should have known that there is a higher risk of suicide among gun owners. That is because when the urge to take one's life becomes unbearable, there is a means present in the home to act on that urge.

97. ADCO knew or should have known that it is foreseeable that a gun purchased through a straw sale would end up in the hands of an individual who is prohibited under law from possessing a firearm and likely to harm themselves or others.

98. Under state and federal law, individuals like Ms. Roebke, who have been involuntarily hospitalized because of their mental health, are prohibited from possessing any firearm.

99. Had ADCO acted with reasonable care or followed the firearms sales laws, the ADCO Firearm would not have been sold to Zohn on July 2, 2020, Ms. Roebke would not have received the gun, and she would not have had the means to act upon her urge to take her own life six days later.

100. ADCO's negligent and illegal acts in knowingly violating its duty of care and obligations under firearms laws, directly and proximately caused Ms. Roebke's wrongful death and the reasonably foreseeable harm to Plaintiff.

**On July 8, 2020, Allison Roebke Used the ADCO Firearm
to Take Her Own Life**

101. On the afternoon of July 8, 2020, Ms. Roebke's father, Paul Roebke, went to his daughter's room to see why she hadn't woken up yet for the day. Her door was locked, and her light was on. Paul used a hairpin to enter his daughter's room. He found his daughter lifeless lying on her bed. The ADCO Firearm was on the right side of the bed next to her, and blood was coming from her head. Paul shook her to "wake her up."

102. Paul Roebke will never fully recover from having to find his daughter dead in her childhood bedroom. Allison Roebke's parents will never get their only daughter back. Eric will never have his only sister back. And the extremely close-knit unit of the Roebke family is forever destroyed because of Defendants' conduct.

103. Allison Roebke, despite her struggles with mental health over the year, had a life full of promise. She was highly intelligent. She graduated Magna Cum Laude from the University of Toledo. She went on to obtain her masters, also from the University of Toledo. She enjoyed traveling. She loved her family. She was fluent in Spanish and Greek. She was only 37 years old when she took her life.

104. The straw purchase facilitated by Defendants on July 2, 2020, allowed Ms. Roebke to act on a dark urge in a dark moment. If she had not possessed the ADCO Firearm during those dark moments on July 8, 2020, she would not have been able to reach for the gun and, instead, could have received the help she needed.

COUNT ONE—NEGLIGENCE
(Against all Defendants)

105. Plaintiff incorporates and re-alleges the above paragraphs as if fully stated herein.

106. ADCO is vicariously liable for the actions or inactions of its agents and/or employees while they are acting in the scope of their agency and/or employment.

107. At all relevant times, Defendants ADCO and Steven Thompson were subject to the general duty imposed on all persons to exercise reasonable care in minimizing the risk of reasonably foreseeable injury to others. Specifically, Defendants had a duty to exercise reasonable care in selling guns by using responsible sales practices and refraining from irresponsible sales practices likely to place guns in the hand of individuals who are prohibited from receiving or possessing a gun. Breach of this duty constitutes negligence.

108. ADCO and Thompson also knew or should have known that, by failing to implement and follow adequate safety measures aimed at identifying and preventing straw purchases, ADCO was at a greater risk of selling firearms that would ultimately end up in the wrong hands. ADCO knew or should have known that straw purchases are inherently dangerous because, more often than not, they result in firearms winding up in the wrong hands.

109. It was reasonably foreseeable to Defendants that individuals prohibited from possessing guns—like those who have been involuntarily hospitalized for mental illness—are more likely to engage in violence, oftentimes self-inflicted.

110. Defendants were negligent in failing to implement and follow reasonable, responsible business practices that comply with its responsibilities as a federally licensed gun dealer, including:

- recognizing likely indicators of straw or otherwise illegal sales;

- appropriately scrutinizing suspicious sales and asking questions of suspicious buyers, including those likely engaged in an attempted straw purchase and those displaying behaviors suggesting mental illness;
- halting sales where the legality of the sales are in doubt;
- contacting law enforcement officers to investigate circumstances indicating a likely illegal sale; and
- implementing other, reasonable safety protocols.

111. A reasonable federally licensed gun dealer in ADCO's position would have implemented and followed reasonable, responsible business practices aimed at identifying and preventing dangerous straw sales.

112. Had ADCO implemented and followed these reasonable steps, it would not have sold the ADCO Firearm, based on the red flags indicating a straw sale. These red flags include but are not limited to:

- The presence of two individuals purchasing a single gun is, by itself, a red flag of an attempted straw purchase.
- Thompson saw Zohn and Ms. Roebke in ADCO Firearms together on at least two previous occasions. On neither occasion did either Zohn or Ms. Roebke attempt to purchase or purchase a firearm.
- Zohn, a 70-year-old man, and Ms. Roebke, a 37-year-old woman, stood out to Thompson because of their "strange dynamic."
- The two were not married or related and together, bought a single gun.
- Jerry Zohn, and not Ms. Roebke, purchased the ADCO Firearm, despite circumstances indicating she was the actual purchaser.

113. These red flags, particularly when considered in the aggregate, gave Thompson actual or constructive knowledge of an attempted straw sale without further investigation.

114. Armed with this actual or constructive knowledge, ADCO had a duty to take reasonable steps to prevent the unlawful straw sale.

115. ADCO's breach of its duty of care in failing to adequately implement and abide by reasonable safety measures aimed at preventing straw purchases directly and proximately led to sale of the ADCO Firearm to Zohn, to Ms. Roebke acquiring the ADCO Firearm, and to Ms. Roebke using the ADCO Firearm to end her life.

116. Defendants' negligence, as alleged, directly and proximately led to Ms. Roebke's wrongful death and conscious pain and suffering, as well as the Estate's damages, including economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

COUNT TWO—NEGLIGENT ENTRUSTMENT
(Against All Defendants)

117. Plaintiff incorporates and re-alleges the above paragraphs as if fully stated herein.

118. All federally licensed firearm dealers have a duty not to provide firearms to a class of individuals deemed under federal or state law as presenting an excessive risk of misusing firearms to harm themselves or others.

119. This includes not providing firearms to anyone disqualified under 18 U.S.C. § 922(g) or R.C. 2923.13.

120. All persons are subject to a similar, common law duty to exercise reasonable care by not entrusting a dangerous instrument to a person they know or reasonably should know is likely to use the product in a manner involving unreasonable risk of physical injury to themselves or others.

121. Defendants had actual or constructive knowledge that Zohn and Ms. Roebke were engaged in a straw purchase and that the actual purchaser of the gun was Ms. Roebke.

122. A straw buyer, like Ms. Roebke is likely to use a firearm in a manner involving unreasonable risk of physical harm to themselves or others. And that is what happened when Jerry Zohn purchased the ADCO Firearm for Ms. Roebke.

123. A gun dealer who supplies a firearm, directly or through a third-party, to an individual the dealer knows or has reason to know is likely to use it in a manner involving unreasonable risk of physical harm to others or themselves, is liable for the physical harm the individual inflicts.

124. Defendants knew or should have known that individuals who cannot lawfully obtain guns, like those with mental illness, frequently rely upon straw purchasers to illegally acquire firearms.

125. Defendants knew or should have known that by supplying the ADCO Firearm to Zohn, it was supplying the gun, in turn, to the actual purchaser—Ms. Roebke, an individual prohibited from purchasing, receiving, or possessing a gun.

126. Defendants knew or should have known that Ms. Roebke was likely to use the gun in a manner involving unreasonable risk of physical injury to others or herself.

127. Defendants knew or should have known that Zohn should not be supplied a firearm based on the fact that he was an illegal straw purchaser. Similarly, it knew or should have known of Zohn's propensity to misuse the firearm in a dangerous manner—namely transferring it to Allison—by virtue of his participation in an illegal straw purchase.

128. Defendants could have and should have refused to complete the sale of the ADCO Firearm, thereby preventing Zohn or Ms. Roebke from possessing and later using the gun.

129. Instead, Defendants entrusted the ADCO Firearm to Ms. Roebke through Zohn despite knowing that the gun would likely be used in a manner that created an unreasonable risk

of physical injury to herself or others. Indeed, this is exactly what Zohn did, and Allison died as a result.

130. Defendants knowingly breached one or more relevant statutes including, but not limited to, 18 U.S.C. § 922(d) and R.C. 2923.20(A)(1) and (2).

131. Defendants had control of the ADCO Firearm at all material times before selling it to Jerry Zohn.

132. Jerry Zohn became entitled to possess the ADCO Firearm only by Defendants' consent.

133. Defendants' negligent entrustment of the ADCO Firearm to Zohn directly and proximately caused Ms. Roebke's wrongful death and conscious pain and suffering, as well as the Estate's damages, including economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

COUNT THREE—NEGLIGENCE PER SE
(Against Thompson)

134. Plaintiff reincorporates and realleges the above paragraph as if fully stated herein.

135. By knowingly engaging in an illegal straw sale to an unlawful purchaser, Defendants violated state and federal gun laws, both directly and by aiding and abetting Mr. Zohn's illegal straw purchase. These statutes include but are not limited to: 18 U.S.C. §§ 2, 3, 4, 371, 922(a)(6), 922(b)(2), 922(d)(4), 922(g)(4), 922(m), 922(t)(1), 923(g), 924(a)(1), 924(a)(2), 924(a)(3); 27 C.F.R. § 478.128(c); and R.C. 2923.13, 2923.23.13, 2923.20(A)(S).

136. Defendants' violations of these laws directly and proximately caused Ms. Roebke's wrongful death and conscious pain and suffering, as well as Plaintiff's damages. These laws are meant to protect public safety by preventing the acquisition and issue of guns by individuals more likely to engage in violent behavior—either directed towards the public or themselves. Allison

Roebke was one of those people. Defendants' violation of these laws resulted in precisely the type of harm these laws seek to prevent.

137. Defendants' statutory violations directly and proximately caused Ms. Roebke's wrongful death and conscious pain and suffering, as well as the Estate's damages, including economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

COUNT FOUR—AIDING AND ABETTING ADCO FIREARMS'
ILLEGAL AND TORTIOUS ACTIVITY
(Against Thompson)

138. Plaintiff incorporates and re-alleges the above paragraphs as if fully stated herein.

139. Defendant Steven Thompson aided and abetted ADCO's negligent and illegal practices—including ADCO's practice of negligent and illegal entrustment of firearms to straw purchasers like Zohn.

140. This conduct was in knowing violation of state and federal aiding and abetting statutes and makes Thompson responsible for the crimes ADCO enabled or directly committed. As a result, Thompson violated several laws including not limited to: 18 U.S.C. §§ 2, 3, 4, 371, 922(a)(6), 922(b)(2), 922(d), 922(g), 922(m), 922(t)(1), 923(g), 924(a)(1), 924(a)(2), 924(a)(3); 27 C.F.R. § 478.128(c); and R.C. 2923.03(A)(2) and (3).

141. Thompson's unlawful conduct directly and proximately caused Ms. Roebke's wrongful death and conscious pain and suffering, as well as Plaintiff's harm.

142. Thompson's conduct was knowingly negligent and reckless and directly and proximately caused Ms. Roebke's wrongful death and conscious pain and suffering, as well as the Estate's damages, including economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

COUNT FIVE—NEGLIGENT TRAINING AND SUPERVISION

(Against ADCO)

143. Plaintiff repeats the preceding paragraphs as if fully rewritten herein.

144. ADCO's recklessness, gross negligence, and/or negligence in training and/or supervising of employees was a proximate cause of the death of Allison Roebke.

145. ADCO placed its employees in a position to cause foreseeable harm to the public by negligently failing to implement adequate protocols for training and supervising its employees to prevent illegal sales to individuals such as Zohn and by failing to train its employees accordingly.

146. On information and belief, ADCO had notice and/or knowledge of its employees' consistent reliance on and conduct in accordance with the company's inadequate screening techniques to determine whether it was reasonable and legal to sell the prospective purchaser a firearm yet was reckless and grossly negligent in failing to take any corrective action, as well as its training and supervision that were grossly inadequate, and did not even ensure that employees knew and/or followed the laws governing firearms sales in Ohio.

147. Had ADCO Firearms adequately trained and supervised its employees to ensure compliance with industry guidelines for screening potential purchasers, Zohn would not have acquired the firearm.

148. Accordingly, ADCO's negligent training and supervision of its employee(s) directly and proximately caused serious injury and death to Allison Roebke.

149. ADCO's conduct was knowingly negligent and reckless and directly and proximately caused Ms. Roebke's wrongful death and conscious pain and suffering, as well as the Estate's damages, including economic loss, pain and suffering, loss of consortium, mental anguish, loss of services, and all other remedies permitted under Ohio law.

COUNT SIX—WRONGFUL DEATH
(Against All Defendants)

150. Plaintiff incorporates and re-alleges the above paragraphs as if fully stated herein.

151. The Estate of Allison Roebke asserts a claim under Ohio Revised Code §2125.01, *et seq.*, for the exclusive benefit of Allison Roebke's next of kin.

152. Defendants' conduct described above constituted negligence and negligence *per se*.

153. As a proximate result of Defendants' conduct described above, Allison Roebke suffered a wrongful death on July 8, 2020.

154. As a further direct and proximate result of the conduct described above, Allison Roebke's next of kin have suffered mental anguish and pecuniary and non-pecuniary losses for which they seek damages exceeding \$25,000. These damages include, but are not limited to, loss of companionship, support, services, society, and severe mental anguish resulting from the death of Allison Roebke.

PRAYER FOR RELIEF

Plaintiff requests that this Court enter judgment in its favor and against all Defendants and award as follows:

- (a) compensatory damages, in an amount to be determined at trial, but in excess of \$25,000;
- (b) punitive damages based on Defendants' wanton, intentional, reckless, and grossly negligent conduct, in an amount to be determined at trial;
- (c) an order compelling ADCO Firearms to reform its policies, procedures, protocols, and training with regard to the sale of firearms, including taking steps necessary to prevent unlawful straw transactions and to otherwise prevent the unlawful entrustment of firearms to persons who are legally prohibited from purchasing or possessing them;
- (d) costs and attorneys' fees; and
- (e) all other relief this Court deems proper.

Respectfully submitted,

/s/ Sean R. Alto

Sean R. Alto (0087713)

C. Benjamin Cooper (0093103)

Chelsea C. Weaver (0096850)

Cooper & Elliott, LLC

305 West Nationwide Boulevard

Columbus, Ohio 43215

(614) 481-6000

(614) 481-6001 (fax)

seana@cooperelliott.com

benc@cooperelliott.com

chelseaw@cooperelliott.com

Attorneys for Plaintiff

E. Elaine Roebke, Administrator of the

Estate of Allison Roebke

JURY DEMAND

Pursuant to Rule 38(B) of the Ohio Rules of Civil Procedure, Plaintiff hereby demands a trial by jury.

/s/ Sean R. Alto