

FBT-CV15-6048103-S

DONNA L. SOTO, ADMINISTRATRIX OF THE	:	SUPERIOR COURT
ESTATE OF VICTORIA L. SOTO et al.	:	
	:	JUDICIAL DISTRICT OF
Plaintiffs,	:	FAIRFIELD
	:	
v.	:	AT BRIDGEPORT
	:	
BUSHMASTER FIREARMS INTERNATIONAL,	:	April 22, 2016
LLC, et al.	:	
Defendants.	:	

DEFENDANTS CAMFOUR, INC.’S AND CAMFOUR HOLDING, INC.’S
MOTION TO STRIKE THE FIRST AMENDED COMPLAINT

Defendants Camfour, Inc. and Camfour Holding, Inc. s/h/a Camfour Holding, LLP a/k/a Camfour Holding, Inc. (collectively referred to as “Camfour”) by and through its attorneys, Renzulli Law Firm, LLP, hereby moves to strike plaintiffs’ First Amended Complaint against it in its entirety pursuant to Practice Book § 10-39(a)(1).

Camfour moves to strike all of the claims asserted against it on the basis that they are prohibited by the Protection of Lawful Commerce in Arms Act, 15 U.S.C. § 7901, *et seq.*, which provides it with immunity from plaintiffs’ claims.

Camfour moves to strike plaintiffs’ negligent entrustment claims on the basis that they are legally insufficient pursuant to Connecticut law because the entity to which it entrusted the Bushmaster Rifle, defendant Riverview Gun Sales, Inc. was not incompetent to possess and use it

ORAL ARGUMENT REQUESTED / TESTIMONY NOT REQUIRED

and did not use it to directly cause harm to plaintiffs. Camfour moves to strike plaintiff Natalie Hammond's negligent entrustment claim because it is barred by the statute of limitations.

Camfour moves to strike plaintiffs' CUTPA claims because they are legally insufficient pursuant to Connecticut law because: (1) the First Amended Complaint does not allege that Camfour engaged in "unfair methods of competition" or "unfair or deceptive acts or practices" in the conduct of its business; (2) plaintiffs are not consumers of the Bushmaster Rifle and are not customers or competitors of Camfour, or in any other type of business relationship with it; (3) plaintiffs do not seek recovery for financial injuries; (4) CUTPA does not apply to claims for wrongful death or personal injury arising from the use of a product; (5) plaintiffs' CUTPA claims are barred by the exclusivity provision of the Connecticut Product Liability Act; and (6) plaintiffs' CUTPA claims are barred by C.G.S. § 42-110c(a). Camfour moves to strike all plaintiffs' CUTPA claims because they are barred by the statute of limitations.

In support of this motion, Camfour submits the accompanying memorandum of law.

WHEREFORE, Camfour respectfully requests that this Court grant its motion to strike plaintiffs' First Amended Complaint against it in its entirety (Counts 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, and 32), and grant such other relief as it deems just and proper.

Dated: White Plains, New York
April 22, 2016

Respectfully submitted,

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Attorneys for defendants Camfour, Inc. and Camfour Holding, Inc.

ORDER

The foregoing Motion to Strike Plaintiffs' First Amended Complaint by Camfour having been heard by the Court, it is hereby ordered that the motion is: GRANTED/DENIED

THE COURT

Judge, Superior Court of Connecticut

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Motion to Strike was served on all counsel of record on April 22, 2016 by virtue of the State of Connecticut Judicial Branch's electronic filing system as well as by first class mail, U.S. postage prepaid to the following addresses:

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