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14 **UNITED STATES DISTRICT COURT**

15 **NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION**

17 STEVEN C. JOHNSON, an individual, on)
behalf of himself and all others similarly)
18 situated,)

19 Plaintiff,

20 vs.

21 GLOCK, INC., a Georgia Corporation;)
22 GLOCK Ges.m.b.H., an Austrian entity; JOHN)
and JANE DOES I through V;)
23 ABC CORPORATIONS I-X,)
XYZ PARTNERSHIPS, SOLE)
24 PROPRIETORSHIPS and/or JOINT)
25 VENTURES I-X,)
GUN COMPONENT MANUFACTURERS I-)
26 V)

27 Defendants.
28

CASE NO.: 3:20-cv-08807-WHO

**DEFENDANT GLOCK, INC.’S
ANSWER TO PLAINTIFF’S THIRD
AMENDED COMPLAINT AND
DEMAND FOR JURY TRIAL**

Judge: Hon. William H. Orrick

1 Defendants Glock, Inc. (“Glock”) respectfully submits its answer to Plaintiff Steven C.
2 Johnson’s (“Plaintiff”) Third Amended Complaint (“TAC”) as follows:

3
4 **INTRODUCTION**

5 1. Glock admits that Plaintiff brings this proposed class action on behalf of himself and other
6 individuals who own certain handguns that were designed, manufactured, assembled, imported,
7 and marketed by Glock, and distributed and sold in California. Glock denies that class certification
8 is appropriate and expressly denies that any claims in this action are appropriate for class treatment.

9 2. Glock denies the allegations in Paragraph 2 of the TAC.

10 3. Glock denies the allegations in Paragraph 3 of the TAC, and refers all questions of law to
11 this Honorable Court.

12 4. Glock denies the allegation in Paragraph 4 of the TAC that it is responsible for “faulty and
13 dangerous gun designs that were not adequately disclosed.” Glock denies knowledge or
14 information sufficient to form a belief about the truth of the remaining allegations in Paragraph 4
15 of the TAC, and refers all questions of law to this Honorable Court.

16 5. Glock denies the allegations in Paragraph 5 of the TAC.

17 6. Glock denies the allegations in Paragraph 6 of the TAC, and refers all questions of law to
18 this Honorable Court.

19 7. Glock admits that Plaintiff brings this action on behalf of himself and putative fellow
20 California purchasers of “Class Guns.” Glock denies the remaining allegations in Paragraph 7 of
21 the TAC, and refers all questions of law to this Honorable Court.

22
23 **PARTIES**

24 8. Glock denies that Plaintiff’s pistol was defective or unreasonably dangerous. Glock denies
25 that its conduct was unfair, unlawful, or deceptive. Glock denies that Plaintiff incurred out-of-
26 pocket loss, loss of use, and future repair costs. Glock denies that Plaintiff did not get the benefit

27
28 ¹ For ease of reference, this Answer uses the headings and subheadings that Plaintiff included in the TAC. The use of such headings and subheadings is not an admission by Glock of the truth of any allegations contained therein or any implications or characterizations that can be drawn from the headings and subheadings, all of which Glock denies.

1 of his purchase, and denies that his pistol is “defective, dangerous, and/or has the potential of
2 causing great bodily harm.” Glock denies that that Plaintiff’s pistol contains a purported
3 “unsupported chamber defect,” and denies that any other Glock pistol contains such alleged defect.
4 Glock denies knowledge or information sufficient to form a belief about the truth of the remaining
5 allegations in Paragraph 8 of the TAC, and refers all questions of law to this Honorable Court.

6 9. Glock objects to the allegations contained in Paragraph 9 as compound. It specifically
7 denies that Plaintiff’s pistol or the so-called “Class Guns” are defective and lacks information
8 sufficient to form a belief as to the remaining allegations of Paragraph 9 of the TAC.

9 10. Glock objects to the allegations contained in Paragraph 10 as compound. It specifically
10 denies that Plaintiff’s pistol is defective and lacks information sufficient to form a belief as to the
11 remaining allegations in this Paragraph. To the extent this Paragraph contains assertions of law
12 rather than allegations of fact, Glock is not obligated to respond. If a response is required, Glock
13 denies the allegations to the extent they are incomplete or incorrect statements of law and to the
14 extent they intend to impose on Glock a duty in excess of or inconsistent with California law.

15 11. Glock denies the allegations in Paragraph 11 of the TAC.

16 12. Paragraph 12 does not refer or relate to Glock and therefore, no response is required. Glock
17 admits only that it distributes Glock pistols received from Glock Ges.m.b.H., and refers all
18 questions of law to this Honorable Court.

19 13. Glock admits the allegations in Paragraph 13 of the TAC.

20 14. Glock denies the allegations in Paragraph 14 of the TAC.

21 15. Glock denies the allegations in Paragraph 15 of the TAC.

22
23 **JURISDICTION AND VENUE**

24 16. Glock admits the allegations in Paragraph 16 of the TAC.

25
26 **GENERAL ALLEGATIONS**

27 17. Answering Paragraph 17 of the TAC, Glock refers to its website as referenced in Paragraph
28 17 of the TAC, and denies allegations inconsistent with it. Glock denies knowledge or information

1 sufficient to form a belief about the truth of the remaining allegations in Paragraph 17 of the TAC.
2 To the extent this Paragraph contains assertions of law rather than allegations of fact, Glock is not
3 obligated to respond. If a response is required, Glock denies the allegations to the extent they are
4 incomplete or incorrect statements of law and to the extent they intend to impose on Glock a duty
5 in excess of or inconsistent with California law.

6 18. Answering Paragraph 18 of the TAC, Glock refers to its website and denies allegations
7 inconsistent with it.

8 19. Answering Paragraph 19 of the TAC, Glock refers to its website and denies allegations
9 inconsistent with it.

10 20. Glock denies the allegations in Paragraph 20 of the TAC, including any representations
11 made through, footnote, photographs and/or images depicted within Paragraph 20.

12 21. Glock denies the allegations in Paragraph 21 of the TAC.

13 22. Glock denies the allegations in Paragraph 22 of the TAC.

14 23. Glock denies the allegations in Paragraph 23 of the TAC.

15 24. Glock denies the allegations in Paragraph 24 of the TAC, including any representations
16 made through photographs and/or images depicted within Paragraph 24.

17 25. Glock denies the allegations in Paragraph 25 of the TAC.

18 26. Glock denies the allegations in Paragraph 26 of the TAC.

19 27. Glock denies the allegations in Paragraph 27 of the TAC, including any representations
20 made through photographs and/or images depicted within Paragraph 27.

21 28. Glock denies the allegations in Paragraph 28 of the TAC.

22 29. Glock denies the allegations in Paragraph 29 of the TAC.

23
24 **GLOCK HAS KNOWN ABOUT THE DEFECT FOR YEARS**

25 30. Glock denies the allegations in Paragraph 30 of the TAC.

26 31. Glock denies the allegations in Paragraph 31 of the TAC.

27 32. Glock denies the allegations in Paragraph 32 of the TAC.

28 33. Glock denies the allegations in Paragraph 33 of the TAC.

- 1 34. Glock denies the allegations in Paragraph 34 of the TAC.
- 2 35. Glock denies the allegations in Paragraph 35 of the TAC.
- 3 36. Glock denies the allegations in Paragraph 36 of the TAC.
- 4 37. Glock denies the allegations in Paragraph 37 of the TAC.
- 5 38. Glock denies the allegations in Paragraph 38 of the TAC.
- 6 39. Glock denies the allegations in Paragraph 39 of the TAC.
- 7 40. Glock admits that the *Melian* case was filed in 2019 in Arizona alleging the same purported
- 8 “unsupported chamber defect” that is alleged in this case. Glock denies that these claims have
- 9 merit. The case was voluntarily dismissed.
- 10 41. Glock denies the allegations in Paragraph 41 of the TAC.
- 11 42. Glock denies the allegations in Paragraph 42 of the TAC.
- 12 43. Glock denies the allegations in Paragraph 43 of the TAC.
- 13 44. Glock denies the allegations in Paragraph 44 of the TAC.
- 14 45. Glock denies the allegations in Paragraph 45 of the TAC.
- 15 46. Glock denies the allegations in Paragraph 46 of the TAC.
- 16 47. Glock denies the allegations in Paragraph 47 of the TAC.
- 17 48. Glock denies the allegations in Paragraph 48 of the TAC.
- 18 49. Glock denies the allegations in Paragraph 49 of the TAC.
- 19 50. Regarding the YouTube video cited in Paragraph 50 of the TAC, Glock refers to the video,
- 20 and denies allegations inconsistent with its content. Glock denies all other allegations in Paragraph
- 21 50 of the TAC.
- 22 51. Regarding the YouTube video cited in Paragraph 51 of the TAC, Glock refers to the video,
- 23 and denies allegations inconsistent with its content. Glock denies all other allegations in Paragraph
- 24 51 of the TAC.
- 25 52. Regarding the YouTube video cited in Paragraph 52 of the TAC, Glock refers to the video,
- 26 and denies allegations inconsistent with its content. Glock denies all other allegations in Paragraph
- 27 52 of the TAC.
- 28 53. Regarding the YouTubes videos listed in Paragraph 53 of the TAC, Glock refers to the

1 videos, and denies allegations inconsistent with the content in each. Glock denies all other
2 allegations in Paragraph 53 of the TAC.

3 54. Glock denies that so-called “Class Guns” are defective and further denies the allegations
4 in Paragraph 54 of the TAC.

5 55. Glock denies that so-called “Class Guns” are defective and further denies the allegations
6 in Paragraph 55 of the TAC.

7 56. Glock denies that so-called “Class Guns” are defective and further denies the allegations
8 in Paragraph 56 of the TAC.

9 57. Glock denies that so-called “Class Guns” are defective and further denies the allegations
10 in Paragraph 57 of the TAC.

11 58. Paragraph 58 of the TAC does not state allegations of fact that Glock can admit or deny.
12 To the extent it is intended to assert the liability of Glock, it is expressly denied.

13 59. Glock denies that so-called “Class Guns” are defective and further denies the allegations
14 in Paragraph 59 of the TAC.

15 60. Glock denies knowledge or information sufficient to form a belief about the truth of the
16 allegations in Paragraph 60 of the TAC and therefore denies the same. To the extent this Paragraph
17 is intended to assert the liability of Glock, it is expressly denied.

18 61. Glock denies the allegations in Paragraph 61 of the TAC.

19
20 **CLASS ALLEGATIONS**

21 62. Glock incorporates its responses to Paragraphs 1-61 of the TAC in response to Paragraph
22 62 of the TAC.

23 63. Glock denies the allegations in Paragraph 63 of the TAC.

24 64. Glock denies the allegations in Paragraph 64 of the TAC.

25 65. Glock denies the allegations in Paragraph 65 of the TAC.

26 66. Glock denies the allegations in Paragraph 66 of the TAC, including subparts “a” through
27 “q.” Glock further responds that individual issues of law and fact predominate Plaintiff’s claims
28 in this lawsuit, precluding a finding of commonality for purposes of class certification.

1 67. Glock denies the allegations in Paragraph 67 of the TAC.

2 68. Glock denies the allegations in Paragraph 68 of the TAC. Glock further responds that
3 individual issues of law and fact predominate Plaintiff’s claims in this lawsuit, precluding a finding
4 of predominance and/or superiority for purposes of class certification.

5 69. Glock admits that Plaintiff seeks certification of the class proposed in Paragraph 69 of the
6 TAC, but denies that certification is appropriate.

7 70. Glock admits that Plaintiff seeks to exclude the listed persons in Paragraph 70 from his
8 proposed class of persons, but denies that certification of Plaintiff’s proposed class is appropriate.

9
10 **ESTOPPEL & TOLLING OF THE STATUTES OF LIMITATIONS**

11 **A. Continuing Act Tolling**

12 71. Glock denies the allegations in Paragraph 71 of the TAC.

13 72. Glock denies the allegations in Paragraph 72 of the TAC.

14 73. Glock denies the allegations in Paragraph 73 of the TAC.

15 **B. Fraudulent Concealment Tolling**

16 74. Glock denies the factual allegations contained in Paragraph 74. To the extent this Paragraph
17 contains assertions of law rather than allegations of fact, Glock is not obligated to respond. If a
18 response is required, Glock denies the allegations to the extent they are incomplete or incorrect
19 statements of law and to the extent they intend to impose on Glock a duty in excess of or
20 inconsistent with California law.

21 75. Glock denies the allegations in Paragraph 75 of the TAC.

22 76. Glock denies the allegations in Paragraph 76 of the TAC.

23 77. Glock denies the allegations in Paragraph 77 of the TAC.

24 78. Glock denies the allegations in Paragraph 78 of the TAC.

25 79. Answering Paragraph 79 of the TAC, Glock denies that so-called “Class Guns” were
26 defective and otherwise denies the allegations in Paragraph 79 of the TAC.

27 80. Glock denies the allegations in Paragraph 80 of the TAC.

1 **C. Discovery Rule Tolling**

2 81. Answering Paragraph 81 of the TAC, Glock denies that so-called “Class Guns” were
3 defective and otherwise denies the allegations in Paragraph 81 of the TAC.

4 82. Answering Paragraph 82 of the TAC, Glock denies that so-called “Class Guns” were
5 defective and otherwise denies the allegations in Paragraph 82 of the TAC.

6 **D. COVID-19 Tolling**

7 83. Glock refers to Emergency Rule No. 9 and denies any allegations inconsistent with it.

8 84. Glock refers to Emergency Rule No. 9 and denies any allegations inconsistent with it.

9
10 **CAUSES OF ACTION**

11 **First Cause of Action**
12 **Violations of the Consumer Legal Remedies Act (“CLRA”)**
13 **(Individually and on Behalf of the Class)**
14 **(As to all Defendants)**

15 85. Glock incorporates its responses to Paragraphs 1-84 of the TAC in response to Paragraph
16 85 of the TAC.

17 86. Glock states that the allegations in Paragraph 86 contains assertions of law rather than
18 allegations of fact. Therefore, Glock is not obligated to respond. If a response is required, Glock
19 denies the allegations to the extent they are incomplete or incorrect statements of law and to the
20 extent they intend to impose on Glock a duty in excess of or inconsistent with California law.

21 87. Glock states that the allegations in Paragraph 87 contains assertions of law rather than
22 allegations of fact. Therefore, Glock is not obligated to respond. If a response is required, Glock
23 denies the allegations to the extent they are incomplete or incorrect statements of law and to the
24 extent they intend to impose on Glock duty in excess of or inconsistent with California law.

25 88. Glock states that the allegations in Paragraph 88 contains assertions of law rather than
26 allegations of fact. Therefore, Glock is not obligated to respond. If a response is required, Glock
27 denies the allegations to the extent they are incomplete or incorrect statements of law and to the
28 extent they intend to impose on Glock duty in excess of or inconsistent with California law.

89. Glock denies the allegations in Paragraph 89 of the TAC, including each of its subparts “a”

1 through “d.”

2 90. Glock denies the allegations in Paragraph 90 of the TAC.

3 91. Glock denies the allegations in Paragraph 91 of the TAC.

4 92. Glock denies the allegations in Paragraph 92 of the TAC.

5 93. Glock denies the allegations in Paragraph 93 of the TAC.

6 94. Answering Paragraph 94 of the TAC, Glock denies that the so-called “Class Guns” are
7 defective and further denies the allegations in Paragraph 94.

8 95. Glock denies the allegations in Paragraph 95 of the TAC.

9 96. Glock denies that it “concealed” or failed to disclose any information it was obligated to
10 disclose and further denies the allegations in Paragraph 96 of the TAC.

11 97. Glock denies that so-called “Class Guns” are defective and further deny the allegations in
12 Paragraph 97 of the TAC.

13 98. Glock denies the allegations in Paragraph 98 of the TAC.

14 99. Glock denies the allegations in Paragraph 99 of the TAC.

15 100. Glock admits Plaintiff seeks injunctive relief on behalf of himself and a proposed class, but
16 denies all remaining allegations in Paragraph 100 of the TAC.

17 101. Glock admits Plaintiff sent a notice letter to Glock pursuant to California Civil Code §
18 1782(a), but denies the legal sufficiency of same. Glock further denies all other remaining
19 allegations in Paragraph 101 of the TAC, and explicitly states that it did in fact respond to
20 Plaintiff’s letter addressing its deficiency.

21
22 **Second Cause of Action**
23 **Fraudulent Omission**
24 **(Individually and on Behalf of the Class)**
25 **(As to all Defendants)**

26 102. Glock incorporates its responses to Paragraphs 1-101 of the TAC in response to Paragraph
27 102 of the TAC.

28 103. Glock denies the allegations in Paragraph 103 of the TAC.

104. Glock denies the allegations in Paragraph 104 of the TAC. To the extent Paragraph 104

1 contains assertions of law rather than allegations of fact, Glock is not obligated to respond. If a
2 response is required, Glock denies the allegations to the extent they are incomplete or incorrect
3 statements of law and to the extent they intend to impose on Glock a duty in excess of or
4 inconsistent with California law.

5 105. Glock denies that so-called “Class Guns” are defective and therefore denies the allegations
6 in Paragraph 105 of the TAC.

7 106. Glock denies that so-called “Class Guns” are defective and therefore denies the allegations
8 in Paragraph 106 of the TAC.

9 107. Glock denies that so-called “Class Guns” are defective and therefore denies the allegations
10 in Paragraph 107 of the TAC.

11 108. Glock denies that so-called “Class Guns” are defective and therefore denies the allegations
12 in Paragraph 108 of the TAC.

13 109. Glock denies the allegations in Paragraph 109 of the TAC.

14 110. Glock denies the allegations in Paragraph 110 of the TAC.

15 111. Glock admits Plaintiff seeks compensatory damages and the establishment of a common
16 fund, but denies that damages or the establishment of a common fund are warranted.

17
18 **Third Cause of Action**
19 **Violation of Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, et seq.**
20 **(Individually and on Behalf of the Class)**
21 **(As to all Defendants)**

22 112. Glock incorporates its responses to Paragraphs 1-111 of the TAC in response to Paragraph
23 112 of the TAC.

24 113. Glock states that the allegations in Paragraph 113 of the TAC contain assertions of law
25 rather than allegations of fact. Therefore, Glock is not obligated to respond. If a response is
26 required, Glock denies the allegations to the extent they are incomplete or incorrect statements of
27 law and to the extent they intend to impose on Glock a duty in excess of or inconsistent with
28 California law.

114. Glock denies that so-called “Class Guns” are defective and therefore denies the allegations

1 in Paragraph 114 of the TAC.

2 115. Glock denies the allegations in Paragraph 115 of the TAC.

3 116. Glock denies the allegations in Paragraph 116 of the TAC..

4 117. Glock denies the allegations in Paragraph 117 of the TAC. Glock states that the allegations
5 in Paragraph 117 contain assertions of law rather than allegations of fact. Therefore, Glock is not
6 obligated to respond. If a response is required, Glock denies the allegations to the extent they are
7 incomplete or incorrect statements of law and to the extent they intend to impose on Glock a duty
8 in excess of or inconsistent with California law.

9 118. Glock denies that so-called “Class Guns” are defective and therefore denies the allegations
10 in Paragraph 118 of the TAC.

11 119. Glock denies the allegations in Paragraph 119 of the TAC.

12 120. Glock denies the allegations in Paragraph 120 of the TAC.

13 121. Glock denies the allegations in Paragraph 121 of the TAC.

14 122. Glock denies the allegations in Paragraph 122 of the TAC. Glock states that to the extent
15 the allegations in Paragraph 122 contain assertions of law rather than allegations of fact. Therefore,
16 Glock is not obligated to respond. If a response is required, Glock denies the allegations to the
17 extent they are incomplete or incorrect statements of law and to the extent they intend to impose
18 on Glock duty in excess of or inconsistent with California law.

19 123. Glock denies the allegations in Paragraph 123 of the TAC.

20 124. Glock denies the allegations in Paragraph 124 of the TAC.

21 125. Glock denies the allegations in Paragraph 125 of the TAC.

22
23 **Fourth Cause of Action**
24 **Violation of the False Advertising Law, Cal. Bus. & Prof. Code § 17500, et seq.**
25 **(Individually and on Behalf of the Class)**
26 **(As to all Defendants)**

27 126. Glock incorporates its responses to Paragraphs 1-125 of the TAC in response to Paragraph
28 126 of the TAC.

127. Glock denies the allegations in Paragraph 127 of the TAC.

1 128. Glock denies that so-called “Class Guns” are defective and therefore denies the allegations
2 in Paragraph 128 of the TAC.

3 129. Glock denies the allegations in Paragraph 129 of the TAC.

4 130. Glock denies the allegations in Paragraph 130 of the TAC.

5 131. Glock denies the allegations in Paragraph 131 of the TAC.

6 132. Glock denies the allegations in Paragraph 132 of the TAC.

7 133. Glock denies the allegations in Paragraph 133 of the TAC.

8 134. Glock denies the allegations in Paragraph 134 of the TAC.

9 135. Glock denies the allegations in Paragraph 135 of the TAC.

10 136. Glock denies the allegations in Paragraph 136 of the TAC.

11
12 **PRAYER FOR RELIEF**

13 Glock denies that Plaintiff, or the putative class of plaintiffs, are entitled to any of the relief
14 requested in the TAC, and Glock denies the allegations of the numbered paragraphs, 1 through 12,
15 under heading titled “PRAYER FOR RELIEF. . . “

16
17 **GENERAL DENIAL**

18 Any allegation in the TAC that is not specifically admitted is denied.

19
20 **AFFIRMATIVE DEFENSES²**

21 1. Plaintiff’s TAC, and each and every cause of action alleged, fails to state facts sufficient to
22 constitute a cause of action against Glock.

23 2. Plaintiff’s pistol, and all other purported Glock pistols that comprise the putative class of
24 products, were fit and proper for the use for which they were designed and intended, and were safe
25 and non-defective.

26 3. Some or all of Plaintiff’s causes of action, including those of the putative plaintiff class,
27

28 ² By setting forth the allegations and affirmative defenses, Glock does not assume the burden of proof on matters and issues other than those on which Glock has the burden of proof as a matter of law.

1 are barred by the applicable statutes of limitations, statute of repose, and/or the doctrines of waiver,
2 estoppel, and/or laches.

3 4. Some or all of the claims made in Plaintiff’s TAC, including claims made on behalf of the
4 putative plaintiff class, are barred because the named Plaintiff and/or members of the putative
5 plaintiff class lack standing.

6 5. The claims of Plaintiff and/or members of the proposed class may be barred, in whole or
7 in part, because they have made statements and/or taken actions which estop them from asserting
8 their claims.

9 6. The claims of Plaintiff and/or members of the proposed class are barred, in whole or in
10 part, to the extent Plaintiff and/or members of the proposed class have improperly used reloaded
11 or home-made ammunition with their Glock pistols in contravention of Glock’s warnings and
12 warranty.

13 7. The claims of Plaintiff and/or members of the proposed class are barred, in whole or in
14 part, to the extent that any damages allegedly sustained by Plaintiff and/or members of the
15 proposed class were caused by their own conduct, whether negligent or otherwise, including
16 without limitation product misuse and/or improper product maintenance.

17 8. The claims of Plaintiff and/or members of the proposed class are barred, in whole or in
18 part, to the extent that they engaged in unlawful, inequitable, or improper conduct.

19 9. Plaintiff’s claims for equitable remedies are barred in light of the fact that Plaintiff and the
20 putative class have an adequate remedy at law.

21 10. The claims of Plaintiff and/or members of the proposed class may be barred, in whole or
22 in part, due to the intervening cause of another party.

23 11. The expenses incurred by Plaintiff, if any, were proximately and actually caused, in whole
24 or in part, by the acts or omissions on the part of Plaintiff and/or others for whose conduct Glock
25 is not responsible.

26 12. If any persons or entities claiming to be members of the proposed class have released
27 claims, they may be barred from recovery, in whole or in part, by such releases.

28 13. Plaintiff’s claims for monetary relief under the Consumers Legal Remedies Act (CLRA.),

1 Cal. Civil Code §§ 1750, et seq., are barred because Plaintiff has not provided adequate notice as
2 required by Cal. Civil Code § 1782.

3 14. Plaintiff's TAC, and each and every cause of action contained therein, must be dismissed
4 because each of them are premised on fraud, and Glock had no duty to disclose any material fact
5 that it failed to disclose.

6 15. Neither Plaintiff, nor the putative class of plaintiffs, have suffered any damages as a result
7 of any actions taken by Glock or their agents, and thus they are barred from asserting any claim
8 for relief against Glock.

9 16. Neither Plaintiff, nor the putative class of plaintiffs, have suffered any loss, and Glock has
10 not been unjustly enriched as a result of any action or inaction of Glock or its agents. Therefore,
11 Plaintiff or the putative class is not entitled to any disgorgement or restitution.

12 17. Plaintiff's claim, and those claims on behalf of the putative plaintiff class, for false
13 advertising under Cal. Bus. & Prof. Code § 17500, et seq. are barred because Glock has not made
14 any false or misleading statements on which a reasonable consumer would rely.

15 18. Plaintiff's claim, and those claims on behalf of the putative plaintiff class, for relief for
16 unfair business practices in violation of California Business and Professions Code sections 17200,
17 et seq. are barred because Glock has not engaged in any unlawful, unfair, or fraudulent business
18 practices.

19 19. Plaintiff's claim, and those claims on behalf of the putative plaintiff class, based upon
20 California Business and Professions Code sections 17200 et seq. are barred because the conduct
21 alleged falls within a safe harbor.

22 20. Plaintiff's claim, and those claims on behalf of the putative plaintiff class, for fraudulent
23 omission are barred by the economic loss rule.

24 21. The plans or designs for Glock model pistols and the methods and techniques of
25 manufacturing, inspecting, testing and labeling Glock model pistols conform with the state of the
26 art at the time of manufacture and Glock is therefore not liable.

27 22. Upon information and belief, Plaintiff and/or members of the proposed class have failed to
28 mitigate their damages, if any, suffered as a result of the allegations set forth in the TAC.

1 23. Any claims for damages or other monetary recovery by Plaintiff and/or members of the
2 proposed class must be offset and reduced by the value received from the pistols purchased.

3 24. Some or all of Plaintiff's claimed damages, and the claimed damages on behalf of the
4 putative class, are barred pursuant to the disclaimer of damages set forth in Glock's written limited
5 warranty.

6 25. If in this or other tribunals any persons or entities claiming to be members of the proposed
7 class have settled, or are in the process of settling, similar or the same claims as those alleged in
8 the TAC, they may be barred from recovery, in whole or in part, by such settlements.

9 26. If any persons claiming to be members of the proposed class have resolved similar or the
10 same claims as those alleged in the TAC, they may be barred from recovery, in whole or in part,
11 on the ground that they are subject to the defense of accord and satisfaction.

12 27. Plaintiff is not entitled to a damage award violative of Glock's due process and equal
13 protection rights and other rights set forth in the United States Constitution or rights under the
14 California Constitution. Glock expressly reserves any and all constitutional defenses, claims, and
15 arguments against the imposition of punitive damages against it or the amount of same or in any
16 other manner relating to punitive damages. Plaintiff's claim for punitive damages against Glock:
17 violates the Sixth Amendment of the United States Constitution because Glock is not informed of
18 the nature and cause of the accusations against it, and thus, the allegations are void for vagueness;
19 violates Glock's rights to substantive and procedural due process as provided in the Fifth and
20 Fourteenth Amendments of the United States Constitution; violates the due process clause of
21 Fourteenth Amendment to the United States Constitution; violates Glock's rights to equal
22 protection as provided in the Fourteenth Amendment to the United States Constitution; violates
23 Glock's rights to contract, as provided in Article I, Section 10 of the United States Constitution;
24 exposes Glock to double jeopardy in violation of the Fifth Amendment of the United States
25 Constitution; constitutes an impermissible burden on international and interstate commerce in
26 violation of Article I, Section 8 of the United States Constitution; violates the separation of powers
27 doctrine embodied in Article VI of the United States Constitution; and constitutes the imposition
28 of an excessive fine in violation of Glock's rights provided in the Eighth Amendment of the United

1 States Constitution.

2
3 **RESERVATION AS TO ANY ADDITIONAL AFFIRMATIVE DEFENSES**

4 Glock lacks sufficient knowledge or information upon which to form a belief as to whether
5 it may have additional affirmative defenses that govern the claims asserted by Plaintiff and on
6 behalf of the putative class of plaintiffs. Glock therefore reserves the right to amend its answer to
7 raise additional affirmative defenses that may be learned during discovery.

8
9 **PRAYER**

10 WHEREFORE, Glock prays:

- 11 1. That Plaintiff and the members of the proposed class take nothing by reason of this
- 12 suit;
- 13 2. That judgment be entered in Glock’s favor as to all remaining causes of action;
- 14 3. That the proposed certification of any class herein be denied; and
- 15 4. For such other and further relief as the Court deems just and proper.

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17 **DEMAND FOR JURY TRIAL**

18 Defendant Glock hereby demands trial of all issues in this action by jury.

19
20 DATED: October 6, 2021.

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Attorneys for Defendant Glock, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on October 6, 2021, I filed the foregoing document entitled **DEFENDANT GLOCK, INC.’S ANSWER TO PLAINTIFF’S THIRD AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL** with the clerk of court using the CM/ECF system, which will send a notice of electronic filing to all counsel of record in this action.

/s/ Marion V. Mauch
Marion V. Mauch

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