

**CAUTION: PLEASE BE ADVISED THAT THE FACTS OF SOME CASES HEARD BY THE COURT MIGHT BE UPSETTING TO SOME MEMBERS OF THE PUBLIC.**

**TUESDAY, NOVEMBER 14, 2017**

*These summaries are prepared for the general public by the court staff.  
They do not represent the court's view of these cases.*

10:00

**DONNA L. SOTO, ADMINISTRATRIX (ESTATE OF VICTORIA L. SOTO) et al. v.  
BUSHMASTER FIREARMS INTERNATIONAL, LLC, et al.**

**SC 19832/19833**

*Judicial District of Bridgeport*

**Panel:** Palmer, McDonald, Robinson, Mullins, Kahn, Vertefeuille and Elgo, Js.

**Torts; Whether Trial Court Properly Struck Negligent Entrustment and CUTPA Claims Brought Against Manufacturer and Sellers of Firearm.** Adam Lanza used a Bushmaster rifle to fatally shoot twenty-six people, including the plaintiffs' decedents, at Sandy Hook Elementary School in Newtown. The plaintiffs brought this action against the manufacturer and sellers of the Bushmaster rifle, claiming that they had violated the Connecticut Unfair Trade Practices Act (CUTPA) and seeking recovery under a theory of negligent entrustment. The plaintiffs alleged that the defendants were negligent in marketing and selling the rifle to the general public when they knew that members of the general public are unfit to operate the rifle, which the plaintiffs claimed was designed for military use and expressly engineered to kill quickly and efficiently. The trial court struck the complaint and rendered judgment for the defendants, finding that they were immune from liability for the plaintiffs' claims under the federal Protection of Lawful Commerce in Arms Act (PLCAA), which prohibits lawsuits against manufacturers, distributors and dealers of firearms for harm caused by their products. The court noted that, while the PLCAA provides an exception for negligent entrustment claims, the plaintiffs had failed to state a legally sufficient claim of negligent entrustment under Connecticut common law or as contemplated by the federal exception. The plaintiffs appeal, claiming that the trial court wrongly ruled that they had failed to state any cognizable claim against the defendants. They claim that they adequately stated a common-law negligent entrustment claim in their complaint and that the trial court wrongly ruled that they lacked standing to pursue their CUTPA claim because they failed to allege that they had a consumer, competitor, or other commercial relationship with the defendants.

**THE PANELS AND SCHEDULE ARE SUBJECT TO CHANGE WITHOUT NOTICE**