

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

WILLIAM DRUMMOND, GPGC LLC, and)
SECOND AMENDMENT FOUNDATION,)
INC.)

Plaintiffs,)

v.)

ROBINSON TOWNSHIP and MARK)
DORSEY, Robinson Township Zoning)
Officer, in his official and individual)
capacities,)

Defendants)

Civil Action No. 2:18-cv-1127-MJH

**SUGGESTED FINDINGS OF FACT AND CONCLUSIONS OF LAW
OF DEFENDANTS, ROBINSON TOWNSHIP AND MARK DORSEY**

I. FINDINGS OF FACT

1. This matter arises out of a dispute between Plaintiff, William Drummond, and Robinson Township (“the Township”), relating to Mr. Drummond’s desire to operate a commercial gun shop and shooting range on a property not zoned for such use.

2. At all times material hereto, the operation of commercial shooting ranges in Robinson Township has been an allowed use within both *Special Conservation* and *Industrial* zoning districts under the Robinson Township Zoning Ordinance.

3. Commercial shooting ranges are required to be located on lots greater than 50 acres.

4. At all times material hereto, the Zoning Ordinance distinguished between commercial shooting ranges and smaller shooting ranges owned or operated by non-profit conservation/sportsman's organizations.

5. Sportsman's Clubs have been an allowed use in areas zoned as *Agricultural* districts, *Special Conservation* districts, and *Interchange Business Development* districts.

6. On February 19 2018, the Township Board of Supervisors authorized the implementation of Resolution 08-2018 to take certain actions relating to the amendment of the Zoning Ordinance in three respects relating to Sportsman's Clubs.

7. First, the "Definitions" Section was to be amended to define the term "Sportsman's Club" as follows:

SPORTSMAN'S CLUB – A nonprofit entity formed for conservation of wildlife or game, and to provide members with opportunities for hunting, fishing or shooting.

8. Second, §311 was to be amended to add the following subsection:

A. Outdoor shooting activities shall be limited to pistol range, skeet shoot, trap and skeet, and rim-fire rifles.

9. Third, Table 208(A) was amended so that the operation of a Sportsman's Club would be Conditional Use rather than Permitted Use.

10. Plaintiffs' Complaint avers that on December 17, 2017, William Drummond entered into a lease with his uncle, Joseph Donald Freund, Jr. for a 265 acre parcel located at 920 King Road in Robinson Township.

11. At all times material hereto, the property was zoned as an *Interchange Business Development* district.

12. The Complaint avers that Mr. Drummond leased the property “for purposes of operating a gun club, the retail sale of firearms, and operating a shooting range.”

13. The gun range, which would be managed by Plaintiff, GPGC, LLC, would “sell memberships, range time, firearms, ammunition, targets, food and beverage, and other ordinary goods that might be found at any gun range, as well as shooting training and safety courses to the public.”

14. The gun range, in turn, would permit patrons to shoot “ordinary firearms of all kind in common use for traditional lawful purposes, including pistols, shotguns, and center-fire rifles up to .50 caliber.”

15. The Complaint does not aver that Mr. Drummond made any effort to pursue such a business venture within any *Special Conservation* or *Industrial* districts.

16. On March 15, 2018, Mr. Drummond submitted an Application for Zoning Permit, representing to the Township that he intended to operate a Sportsman’s Club on the premises.

17. The Application made no mention of operating a center-fire rifle range, or selling guns or ammunition.

18. On April 9, 2018, The Board of Supervisors enacted Ordinance 01-2018.

19. Plaintiffs have stipulated that there was no defect in the enactment thereof.

20. On April 13, 2018, Defendant, Zoning Officer Marc E. Dorsey, wrote to Mr. Drummond advising that his Application for Zoning Permit had been denied, as it did not indicate that the club was organized as a not-for profit entity.

21. Mr. Dorsey invited Mr. Drummond to resubmit his application with the appropriate documentation, but Mr. Drummond chose not to do so.

22. Mr. Drummond did not file an appeal with the Robinson Township Zoning Hearing Board, but instead attempted to appeal the decision directly to the Washington County Court of Common Pleas.

23. On June 11, 2018, the Township filed Preliminary Objections based on, *inter alia*, lack of jurisdiction due to Mr. Drummond's failure to timely appeal the permit denial to the Zoning Hearing Board, as required under Pennsylvania's Municipalities Planning Code.

24. Thereafter, Mr. Drummond voluntarily discontinued the Land Use Appeal.

II. CONCLUSIONS OF LAW

1. Preliminary or temporary injunctive relief is "a drastic and extraordinary remedy that is not to be routinely granted." *Intel Corp. v. ULSI Sys. Tech., Inc.*, 995 F.2d 1566, 1568 (Fed. Cir. 1993); *see also Hoxworth v. Blinder, Robinson & Company, Inc.*, 903 F.2d 186, 189 (3d Cir. 1990).

2. In determining whether to grant a preliminary injunction, a court must consider whether the party seeking the injunction has satisfied four factors: "1) a likelihood of success on the merits; 2) he or she will suffer irreparable harm if the injunction is denied; 3) granting relief will not result in even greater harm to the nonmoving party; and 4) the public interest favors such relief." *Bimbo Bakeries USA, Inc. v. Botticella*, 613 F.3d 102, 109 (3d Cir. 2010) quoting *Miller v. Mitchell*, 598 F.3d 139, 145 (3d Cir. 2010). *See also Fed.R.Civ.P.* 65.

3. Because a preliminary injunction is an extraordinary remedy, the party seeking it must show, at a minimum, a likelihood of success on the merits and that they likely face irreparable harm in the absence of the injunction. *See Adams v. Freedom Forge Corp.*, 204 F.3d 475, 484 (3d Cir. 2000).

4. Moreover, where the requested preliminary injunction “is directed not merely at preserving the *status quo* but ... at providing mandatory relief, the burden on the moving party is particularly heavy.” *Punnett v. Carter*, 621 F.2d 578, 582 (3d Cir.1980). *See also Trinity Industries, Inc. v. Chicago Bridge Iron Co.*, 735 F.3d 131, 139 (3d Cir.2013).

5. Mandatory injunctions should be issued only sparingly. *United States v. Price*, 688 F.2d 204, 212 (3d Cir.1982).

6. As set forth in greater detail below, Plaintiffs’ Motion for Preliminary Injunction does not seek to maintain the status quo, but to provide mandatory relief in allowing an exception to the zoning ordinance well beyond that which Mr. Drummond applied for in the first place.

7. As such, Plaintiffs have failed to meet the heavy burden they face in pursuing the “drastic and extraordinary” remedy of a preliminary injunction.

A. Plaintiffs Are not Likely to Succeed on the Merits, as None of Plaintiffs’ Claims are Ripe for Adjudication.

8. “The doctrine of ripeness is essentially viewed as a prudential offshoot to the Constitutional requirement that a ‘case or controversy’ be before the Court. *Chalfont Bus. Owners All. v. Borough of Chalfont*, 1997 WL 224980, at *1 (E.D. Pa. 1997) (citing *Acierno v. Mitchell*, 6 F.3d 970, 974 (3d Cir. 1993).

9. “Courts have generally imposed a particularly stringent standard for ripeness in cases involving challenges to land-use or zoning decisions.” *Mercer Outdoor Advert., LLC v. City of Hermitage, Pa.*, 2013 WL 6498266, at *3 (W.D. Pa. 2013).

10. In disputes arising from zoning decisions, “the zoning hearing board must make a determination on the plaintiff’s application before the § 1983 claims are ripe, even if the land-use decision may cause constitutional injury.” *Id.* at 4 (citing *Taylor Inv., Ltd. v. Upper Darby Twp.*, 983 F.2d 1285, 1287 (3d Cir. 1993)).

11. As set forth in greater detail above, Mr. Drummond failed to properly appeal the denial of his Application for Zoning Permit to the Zoning Hearing Board.

12. As such, Plaintiffs’ Second and Fourteenth Amendment claims are not ripe for adjudication, and therefore Plaintiffs are not only unlikely, but cannot succeed on the merits.

B. Counts I and II of Plaintiffs’ Complaint Fail to State a Claim Under the Second Amendment on Behalf of Plaintiffs’ Potential Customers and Members Because Plaintiffs Lack Standing to Assert These Claims.

13. “[V]endors and those in like positions have been uniformly permitted to resist efforts at restricting their operations by acting as advocates of the rights of third parties who seek access to their market or function.” *Teixeira v. Cty. of Alameda*, 873 F.3d 670, 678 (9th Cir. 2017), *cert. denied sub nom. Teixeira v. Alameda Cty.*, Cal., 138 S. Ct. 1988 (2018) (citing *Jackson v. City & Cty. of San Francisco*, 746 F.3d 953, 967 (9th Cir. 2014) (quoting *Craig v. Boren*, 429 U.S. 190, 195, (1976))).

14. Therefore, a “would-be operator of a gun store [...] has derivative standing to assert the subsidiary right to acquire arms on behalf of his potential customers.” *Id.* (citing *Carey v. Population Servs., Int’l*, 431 U.S. 678, 683, (1977); *Ezell I*, 651 F.3d at 693, 696).

15. However, in order to do so, the would-be operator of the gun store must allege that residents are unable to otherwise exercise their Second Amendment rights to purchase firearms. *Id.* at 678-79.

16. As noted above, Mr. Drummond did not apply for, and therefore was never denied, a zoning permit to engage in commercial sales of firearms or ammunition on the subject premises.

17. On the contrary, he merely applied to operate a Sportsman's Club, i.e. a non-profit entity.

18. As such, Mr. Drummond was never denied permission to operate a for-profit business.

19. Having said that, even if Mr. Drummond had requested the right to do so in his Application, Plaintiffs' Complaint fails to aver that Plaintiffs' customers and members cannot purchase firearms within the county.

20. On the contrary, in contrast to the ten gun shops in Alameda County emphasized by the Ninth Circuit, Washington County has approximately fourteen times as many gun shops per capita.

21. Accordingly, Count I of Plaintiffs' Complaint fails to state a Second Amendment claim on behalf of potential customers.

22. With respect to Plaintiffs' claims that the Zoning Ordinance improperly restricts Plaintiffs' prospective customers and clients from training with center-fire rifles (Count II),¹ we question Plaintiffs' presumption that the Second Amendment extends to the right to operate a gun range. *See Sundowner Ass'n v. Wood County Comm'n*, 2014 WL 3962495, at *9-10 (S.D. W. Va. 2014) ("I am therefore not convinced that the Second Amendment extends to the right to operate a gun range").

¹ Again, it is undisputed that Mr. Drummond did not apply to operate a center-fire rifle range.

23. Regardless, applying the reasoning of *Teixeira*, the Complaint is devoid of any averment that Plaintiffs' prospective customers/members are unable to train with center-fire rifles elsewhere in the County, or that doing so would impose even a minor inconvenience.

24. As noted by the *Teixeira* Court, the failure to assert such averments renders such a claim legally deficient.

25. Accordingly, Count II of Plaintiffs' Complaint likewise fails to state a Second Amendment claim on behalf of potential customers and/or members of Plaintiffs, and therefore Plaintiffs are unlikely to succeed on the merits thereof.

C. Count I and II of Plaintiffs' Complaint Fail to State a Claim Under the Second Amendment on Behalf of Plaintiffs, William Drummond and GPGC, LLC, Individually.

26. Plaintiff's Complaint also appears to suggest that, independent of the rights of his potential customers, the Second Amendment grants him and GPGC, LLC a right to sell firearms.

27. "[T]he Second Amendment does not confer a freestanding right, wholly detached from any customer's ability to acquire firearms, upon a proprietor of a commercial establishment to sell firearms. Commerce in firearms is a necessary prerequisite to keeping and possessing arms to self-defense, but the right of gun users to acquire firearms legally is not coextensive with the right of a particular proprietor to sell them." *Teixeira*, 873 F.3d at 682. (citing *Heller*, 554 U.S. at 626-27).

28. Mr. Drummond and GPGC, LLC's alleged rights to sell firearms to customers and to sell range time for center-fire rifles are not freestanding – they are contingent upon their customers' right to obtain such services.

29. As set forth above, the Complaint does not aver that any customer or member's ability to fire center-fire rifles at a range have been limited or restricted in any way.

30. Accordingly, Mr. Drummond and GPGC, LLC's individual Second Amendment claims are legally deficient, and therefore Plaintiffs are unlikely to succeed thereon.

D. Count III of the Complaint Fails to State a Claim Under the Second Amendment Based on the Designation of Sportsman's Clubs as Conditional Uses.

31. Count III of Plaintiff's Complaint challenges the Ordinance's modification of the classification of "Sportsman's Clubs" from permitted to conditional use.

32. The Complaint offers no explanation as to how this modification somehow infringes on the Second Amendment rights of Plaintiffs' prospective customers and members, or Plaintiffs themselves, beyond a conclusory averment.

33. Nor does the Complaint aver that this designation in any way affected the denial of Mr. Drummond's Application for Zoning Permit.

34. "A conditional use is nothing more than a special exception that falls within the jurisdiction of the municipal governing body rather than the zoning hearing board." *In re AMA/Am. Mktg. Ass'n, Inc.*, 142 A.3d 923, 934 (Pa. Commw. Ct. 2016) (citing *In re Thompson*, 896 A.2d 659 (Pa. Commw. Ct. 2006)).

35. "As in the case of special exceptions, the uses that may be established or maintained as conditional uses are prescribed by the zoning ordinance and the standards to be applied to the grant or denial of those uses are set forth in the zoning ordinance." *Id.* (citing *In re Thompson*, 896 A.2d 659).

36. "A special exception (or conditional use) is not an exception to the zoning ordinance, but rather a use to which the applicant is entitled provided the specific standards

enumerated in the ordinance for the special exception (or conditional use) are met by the applicant.” *Id.*

37. As such, Count III fails to plead a cause of action under the Second Amendment, and therefore Plaintiffs are unlikely to succeed thereon.

E. Count IV of the Complaint Fails to State a Claim Under the Fourteenth Amendment Based on the Definition of Sportsman’s Clubs as Non-Profit Entities.

38. Count IV of Plaintiffs’ Complaint asserts a claim on behalf of Mr. Drummond and GPGL LLC only pursuant to The Equal Protection Clause of the Fourteenth Amendment.

39. Courts are reluctant to overturn governmental action on the ground that it denies equal protection of the laws. *Congregation Kol Ami v. Abington Twp.*, 309 F.3d 120, 133 (3d Cir. 2002).

40. This is particularly so in the context of zoning plans. *Schad v. Borough of Mount Ephraim*, 452 U.S. 61, 68 (1981).

41. Like other economic and social legislation, land use ordinances that do not classify by race, alienage, or national origin, will survive an attack based on the Equal Protection Clause if the law is “‘reasonable, not arbitrary’ and bears ‘a rational relationship to a (permissible) state objective.’” *Congregation Kol Ami*, 309 F.3d at 133 (quoting *Village of Belle Terre v. Boraas*, 416 U.S. 1, 8 (1974)).

42. Plaintiffs’ Complaint avers that the Zoning Ordinance “singles-out” Sportsman’s Clubs as the only uses within *Interchange Business Development* districts that are not permitted to operate for profit.

43. However, Sportsman's Clubs are not restricted to *Interchange Business Development* districts. As set forth in § 202, they are also permitted in Agricultural districts, as well as Special Conservation districts, along with other non-profit uses such as places of worship, essential services, and public parks and playgrounds. See *Zoning Ordinance* at §202-03.

44. Accordingly, Plaintiffs' Complaint fails to aver that the law applies differently to different classes of people.

45. Further, it bears noting that Plaintiffs' Complaint does not express an interest in opening "Sportman's Club," which is defined as having been "formed for conservation of wildlife or game."

46. Rather, Plaintiffs seek to open a "commercial shooting range," which is classified under "Commercial Recreation, Intensive," along with go-cart raceways, auto raceways, motorsports participation or spectator opportunities, outdoor concert performances and similar pursuits, due to their intensive noise impacts on surrounding areas.

47. Plaintiffs' Complaint is devoid of any averments challenging this designation under the Equal Protection Clause.

48. Accordingly, Plaintiffs' Equal Protection claim is legally deficient, and therefore Plaintiffs are unlikely to succeed on the merits.

F. Count V of Plaintiffs' Complaint Fails to State a Substantive Due Process Claim Based on Defendants' Enactment of the Ordinance and Events Preceding Same.

49. Next, Mr. Drummond seeks to assert a substantive due process claim under the Fourteenth Amendment based on averments that (1) defendants persuaded him to delay the submission of his application, (2) Defendants enacted Ordinance 01-2018, and (3) the Defendants denied Mr. Drummond's application.

50. “In order to justify substantive due process protection, the legal right to a permit must exist before the local agency denies the permit application—the claim of entitlement must come from ‘an existing legislative or administrative standard.’” *Acierno v. Cloutier*, 40 F.3d 597, 619 (3d Cir. 1994) (citing *Dean Tarry Corp. v. Friedlander*, 826 F.2d 210, 213 (2d Cir. 1987)).

51. Pursuant to Pennsylvania’s pending ordinance doctrine, “zoning ordinances that are pending before the City Council are treated as law even if they are not yet adopted.” *Berger v. Cushman & Wakefield of Pennsylvania, Inc.*, 2014 WL 2892408, at *3 (E.D. Pa. 2014) (citing *Casey v. Zoning Hearing Bd. of Warwick Tp.*, 328 A.2d 464, 467 (Pa. 1974)).

52. “An ordinance is ‘pending’ when the City Council ‘has resolved to consider a particular scheme of rezoning and has advertised to the public its intention to hold public hearings on the rezoning.’” *Id.* (quoting *Casey*, 328 A.2d at 467; *Boron Oil Co. v. Kimple*, 284 A.2d 744, 747 (Pa. 1971)).

53. As noted above, the Township issued a Resolution qualifying the Ordinance as a pending ordinance on February 19, 2018.

54. As admitted in the Complaint, the ordinance was already pending at the time Mr. Drummond submitted his application.

55. Moreover, Plaintiffs’ counsel has stipulated that there was no defect in the procedure followed by the Township in enacting the amendment to the Zoning Ordinance.

56. As such, the Complaint fails to plead a legal right to a permit to operate a commercial gun range on the subject property.

57. Even if the Complaint had sufficiently pleaded a legal right, the conduct at issue does not, as a matter of law, shock the conscience.

58. Accordingly, Plaintiffs' Complaint fails to aver a cause of action sounding in substantive due process.

G. Count VI of Plaintiffs' Complaint Fails to State a Claim Under the Fourteenth Amendment Based on Plaintiffs' Inability to Operate a Commercial Shooting Range on the Subject Property.

59. The right "to follow a chosen profession free from unreasonable governmental interference comes within both the liberty and property concepts of the Fifth and Fourteenth Amendments." *McCool v. City of Philadelphia*, 494 F. Supp. 2d 307, 325 (E.D. Pa. 2007) (quoting *Piecknick v. Commonwealth*, 36 F.3d 1250, 1259 (3d Cir. 1994)).

60. However, "it is the right to pursue a calling or occupation, and not the right to a specific job, that is protected by the Fourteenth Amendment." *Id.* (quoting *Piecknick*, 36 F.3d at 1259; *Wroblewski v. City of Washburn*, 965 F.2d 452, 455 (7th Cir.1992)).

61. "Thus, the Constitution protects only against state actions that threaten to deprive persons of the right to pursue their chosen occupation." *Id.*

62. "Accordingly, state actions that exclude a person from one particular job or job opening are not actionable in suits brought directly under the due process clause." *Id.* (quoting *Bernard v. United Township High Sch. Dist. No. 30*, 5 F.3d 1090, 1092 (7th Cir. 1993)).

63. In the case at hand, the Complaint does not aver that Mr. Drummond and/or GPGC, LLC were deprived of the right to pursue their occupation, but rather a single business opportunity.

64. As such, this claim is legally deficient and they are not likely to succeed on the merits of their claim.

H. Plaintiffs will not Suffer Irreparable Harm if the Motion for Preliminary Injunction is Denied.

65. “In order to demonstrate irreparable harm the [movant] must demonstrate potential harm which cannot be redressed by a legal or an equitable remedy following a trial.” *Hadeed v. Advanced Vascular Res. of Johnstown, LLC*, 2016 WL 7176658, at *3 (W.D. Pa. 2016) (quoting *Instant Air Freight Co. v. C.F. Air Freight, Inc.*, 882 F.2d 797, 801 (3d Cir. 1989)).

66. In the absence of exceptional circumstances, economic loss does not qualify as irreparable harm. *Id.* (citing *Minard Run Oil Co. v. U.S. Forest Serv.*, 670 F.3d 236, 255 (3d Cir. 2011)).

67. As discussed above, the Second Amendment does not establish either a constitutional right to open a business selling firearms nor a constitutional right to operate a commercial shooting range.

68. Further, Plaintiffs’ fail to identify a single individual customer or member who would be affected, nor can they – commercial shooting ranges are plainly permitted to operate elsewhere within the township.

69. To the extent Plaintiffs Drummond and GPGC, LLC may claim to have suffered economic injury, as set forth above, economic loss does not constitute irreparable harm.

70. As an additional matter, it bears noting that the relief sought in the Proposed Form of Order attached to Plaintiffs’ Motion for Preliminary Injunction would not cure the harms alleged in Plaintiffs’ Motion.

71. The Motion seeks to enjoin the enforcement of §311(D), §601 and Table 208A, but does not seek to enjoin §602 – COMMERCIAL RECREATION, INTENSIVE; §202, Table 202A; or §209, Table 209A, which require that commercial shooting ranges be located on lots

within *Special Conservation* and *Industrial* districts. Further, the Proposed Order requests the mandatory relief of forcing the Township to “issue forthwith all permits necessary for the operation of said gun club.”

72. However, as set forth above, it is undisputed that Mr. Drummond never applied for a permit to operate a commercial shooting range.

73. As such, Plaintiffs have failed to demonstrate that denying the preliminary injunction would cause them irreparable harm.

I. Plaintiffs’ Memorandum Fails to Demonstrate That Granting Relief will not Result in even Greater Harm to the Township and its Constituents or That the Public Interest Favors Such Relief.

74. Plaintiffs’ sole argument with respect to the third element necessary to prove a right to a preliminary injunction is the conclusory assertion that “Injunctive relief will harm no one.”

75. However, courts have repeatedly noted that a municipality’s “interest in attempting to preserve the quality of urban life ... must be accorded high respect.” *See, e.g. Peterson v. City of Florence, Minn.*, 884 F. Supp. 2d 887, 893 (D. Minn. 2012), *aff’d*, 727 F.3d 839 (8th Cir. 2013); *City of Renton v. Playtime Theatres, Inc.*, 475 U.S. 41, 49 (1986)).

76. In the case at hand, the Zoning Ordinance is aimed at encouraging beneficial growth, while preserving the residential nature and quality of life of Robinson Township's citizens.

77. To that end, it bears noting that the property at issue is in close proximity to residentially zoned districts.

78. When weighing these property owners' interests in the use and enjoyment of their homes against Plaintiffs' interest in making a profit selling guns and ammunition, it is clear that the greater harm would be to the Township's constituents.

79. Nor does the public interest favor such relief. As set forth above, Plaintiffs have failed to demonstrate that residents of Robinson Township and/or Washington County experience any difficulty or hardship purchasing firearms from other commercial establishments or training at other shooting ranges.

80. Accordingly, Plaintiffs' Memorandum fails to establish the third and fourth elements necessary to establish a right to a preliminary injunction.

Respectfully submitted,

/s/ Trisha A. Gill

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Suggested Findings of Fact and Conclusions of Law has been served via CM/ECF filing system on counsel of record, this, the 17th day of October, 2018.

Respectfully Submitted,

/s/ Trisha A. Gill
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