

Exhibit E

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EZELL, et al,)
)
 Plaintiffs,) No. 10-CV-5135
 vs.) Judge
 CITY OF CHICAGO,) Virginia M.
)
 Defendants.) Kendall

The deposition of LARRY COHEN, called as a witness for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before LISA C. HAMALA, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said state, CSR No. 84-3335, at Suite 1230, 30 North LaSalle Street, Chicago, Illinois, on the 3rd day of September, A.D. 2010, at 1:05 p.m.



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Larry Cohen

September 13, 2010

2

1 PRESENT:

2
3 LAW FIRM OF DAVID G. SIGALE, P.C.,

4 (Corporate West 1,

5 4300 Commerce Court, Suite 300-3,

6 Lisle, Illinois 60532,

7 630-452-4547), by:

8 MR. DAVID G. SIGALE,

9 dsigale@sigalelaw.com,

10 appeared on behalf of the Plaintiffs;

11
12 CORPORATION COUNSEL

13 CITY OF CHICAGO,

14 (30 North LaSalle Street, Suite 1230,

15 Chicago, Illinois 60602,

16 312-744-4216), by:

17 MR. ANDREW WORSECK,

18 aworseck@cityofchicago.org,

19 appeared on behalf of the Defendants.

20
21
22
23 REPORTED BY: LISA C. HAMALA, CSR.

24 Illinois CSR No. 84-3335.



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PRESENT: (Continued)

LURIE & UNTERBERGER, LTD.,
(30 North LaSalle Street, Suite 2040,
Chicago, Illinois 60602,
312-236-3380), by:
MR. MARK J. UNTERBERGER,
appeared on behalf of the Deponent.

REPORTED BY: LISA C. HAMALA, CSR.
Illinois CSR No. 84-3335.



Larry Cohen

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1 the truck was not part of the Accurate Perforating
2 site?

3 A. That's correct.

4 Q. Accurate Perforating does not have
5 dominion over that particular site?

6 A. That's correct.

7 Q. That site is owned by 36th and Kedzie
8 Building Corporation?

9 A. That's correct.

10 Q. The property described in the lease with
11 the Second Amendment Foundation is not owned by
12 Accurate Perforating, is that correct?

13 A. That's correct.

14 Q. Accurate Perforating did not have
15 authority to sign a lease with respect to that
16 property?

17 MR. SIGALE: Objection to the legal
18 conclusion. Foundation.

19 MR. UNTERBERGER: Agreed.

20 BY MR. WORSECK:

21 Q. You could answer.

22 A. I believe it did not have authority to
23 sign the lease with regard to the property where
24 the location was going to be.



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1 A. Yes.

2 Q. That circle is where you would put the
3 truck if it were left up to you?

4 A. Yes.

5 Q. But that piece of land is not owned by
6 Accurate Perforating, is that correct?

7 A. That's correct.

8 Q. Nor is it even managed or operated by
9 Accurate Perforating?

10 A. That's correct.

11 Q. Referring you back to Exhibit No. 1,
12 about halfway into the stack we were looking at the
13 lease.

14 At the box up towards the top, "Location
15 of Premises: 3333 West 36th Street," where is that
16 address on Exhibit No. 3?

17 A. Where the circle is.

18 MR. SIGALE: To the west, the empty lot
19 circle?

20 THE WITNESS: Yes.

21 BY MR. WORSECK:

22 Q. Have you had any discussions with anyone
23 regarding where specifically on the property -- and
24 when I use the word "property" here, I'm referring



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1 A. I have not had discussions with anybody
2 with regard to that.

3 Q. Would the SAF be permitted to put
4 port-o-potties on the site?

5 A. They were permitted to only put a
6 trailer on the site. Nothing else.

7 Q. So they would not be allowed to put
8 port-o-potties on the site?

9 A. No.

10 Q. What is your understanding of what this
11 trailer will be used for, if anything?

12 THE WITNESS: Let me talk to my lawyer.

13 MR. UNTERBERGER: Repeat the question.

14 THE WITNESS: I understand it. I just want to
15 see --

16 (WHEREUPON, there was a
17 conference between the witness
18 and counsel.)

19 MR. WORSECK: Back on the record.

20 MR. UNTERBERGER: Reask the question that was
21 asked.

22 (WHEREUPON, the record was read by
23 the reporter as requested.)
24



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1 BY THE WITNESS:

2 A. The only discussions I had were with
3 either Julianne or Alan Gura. They said they
4 needed a site to file this lawsuit with the City.
5 If they were going to operate -- we never talked
6 about actually operating the gun range.

7 We talked about whether the gun range
8 was even going to be allowed to be put there. That
9 was only going to be by order of the Court.

10 If the Court did not order the trailer
11 to be put there, the trailer was not going to be
12 allowed to be put there.

13 We never had any discussion about the
14 actual operation of the gun range or what the use
15 of it inside was.

16 I knew there was a gun range in it. As
17 far as I was concerned, until somebody actually
18 goes in and shoots a gun, it is just a trailer.

19 If it were illegal to shoot a gun inside
20 the trailer, I was relying on the lease that
21 nothing illegal could be done on the premises. If
22 it was illegal, they couldn't do it.

23 BY MR. WORSECK:

24 Q. You never discussed with the Second



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1 Amendment Foundation the idea that the trailer
2 would be open to the public for use as a shooting
3 range?

4 A. No.

5 Q. They never asked you to grant them that
6 right?

7 A. No. They asked me the right to grant
8 them a space for one trailer to be stored.

9 Q. To park the trailer?

10 A. To park the trailer.

11 Q. You never had any discussions with the
12 Second Amendment Foundation, Mr. Gura or anyone
13 else about the actual operation of the truck, and
14 what would happen if the truck started operating,
15 how the public would get there, and what they would
16 be allowed to do.

17 Nothing like that?

18 A. None whatsoever. My understanding of it
19 was that it was just the static trailer that had a
20 -- I knew there was a gun range inside.

21 There was never any discussion about its
22 use.

23 Q. Was it Ms. Versnel or Mr. Gura or both
24 that talked about this issue of needing a site to



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1 Q. How often have you used this form lease
2 for property other than buildings?

3 A. I don't know.

4 Q. Can you ballpark estimate?

5 MR. UNTERBERGER: His answer was "I don't
6 know."

7 BY THE WITNESS:

8 A. I don't know what form -- have I leased
9 things other than buildings? Yes.

10 Have I used this form to lease other
11 buildings? I don't know.

12 BY MR. WORSECK:

13 Q. Looking a few lines down under the
14 title, "Purpose: Trailer storage for one trailer."

15 That's consistent with what we discussed
16 earlier concerning your understanding that the
17 lease was simply for the parking of the trailer on
18 the lot, and for nothing more beyond that, is that
19 correct?

20 A. Yes.

21 Q. Certainly not for the operation of a
22 shooting range that would be open to members of the
23 public, is that correct?

24 A. Yes.



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1 Q. Does anything in this contract refer to
2 the trailer being used as a shooting range that
3 would be open to members of the public?

4 A. No.

5 Q. If you look at the first introductory
6 statement in the lease, it reads "In consideration
7 of the mutual covenants and agreements herein
8 stated, Lessor hereby leases to Lessee and Lessee
9 hereby leases from Lessor solely for the above
10 purpose the premises designated above," etcetera.

11 Do you see that?

12 A. Yes.

13 Q. Is it fair to say the use of the word
14 "solely" in that sentence means that nothing beyond
15 storing the trailer would be permissible under the
16 lease?

17 MR. SIGALE: Objection to the legal
18 conclusion.

19 BY MR. WORSECK:

20 Q. To your understanding.

21 A. Yes.

22 Q. If the Second Amendment Foundation, or
23 anyone else acting on their behalf, attempted to
24 operate the trailer as a shooting range open to



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1 STATE OF ILLINOIS)
2) SS:
3 COUNTY OF C O O K)

4 I, LISA C. HAMALA, a Notary Public
5 within and for the County of Cook, State of
6 Illinois, and a Certified Shorthand Reporter of
7 said state, do hereby certify:

8 That previous to the commencement of the
9 examination of the witness, the witness was duly
10 sworn to testify the whole truth concerning the
11 matters herein;

12 That the foregoing deposition transcript
13 was reported stenographically by me, was thereafter
14 reduced to typewriting under my personal direction
15 and constitutes a true record of the testimony
16 given and the proceedings had;

17 That the said deposition was taken
18 before me at the time and place specified;

19 That I am not a relative or employee or
20 attorney or counsel, nor a relative or employee of
21 such attorney or counsel for any of the parties
22 hereto, nor interested directly or indirectly in
23 the outcome of this action.

24 IN WITNESS WHEREOF, I do hereunto set my



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Larry Cohen

September 13, 2010

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1 hand of Chicago, Illinois, this 15th day of
2 September, 2010.

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Notary Public, Cook County, Illinois.

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My commission expires August 23, 2012.

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C.S.R. Certificate No. 84-3335.

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Exhibit F

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RHONDA EZELL, et al.,	)	Case No. 10-C-5135
)	
Plaintiffs,	)	DECLARATION OF
	)	JULIANNE VERSNEL
v.)	
)	
CITY OF CHICAGO,)	
)	
Defendant.)	
)	
)	

DECLARATION OF JULIANNE VERSNEL

I, Julianne Versnel, am competent to state, and declare the following based on my personal knowledge:

1. I am the Director of Operations of the Second Amendment Foundation ("SAF"). I have worked with the foundation in numerous capacities for thirty-four years.
2. SAF has approximately 1,700 members in Chicago. Most of our members own guns.
3. My deposition in this case lasted over five hours. As part of this deposition, the city's attorney argued with me at great length about whether SAF's corporate purpose allows us to bring a gun range to Chicago and file this lawsuit. As part of this line of inquiry, I was repeatedly asked, in different ways, why SAF's general statement of purpose does not specifically mention, literally, that the organization may bring a range to Chicago and file this lawsuit, and why I interpret our mission statement as permitting this activity.

4. The Second Amendment Foundation exists to promote Second Amendment rights. The mobile gun range project and this lawsuit were approved by SAF's Board of Directors and Executive Vice President. Filing strategic civil rights lawsuits against the City of Chicago over its gun laws is within the essential core purpose of SAF, as is ensuring that our members can exercise Second Amendment rights in Chicago by having access to required range training. We brought *McDonald v. City of Chicago*, 130 S. Ct. 3020 (2010). Our membership is enthusiastic and supportive of our efforts in this case. No one, other than the city's attorney at my deposition, has ever suggested that it is not within SAF's mission to bring a gun range to Chicago and challenge the city's range ban.

5. I located our first landlord, Accurate Perforating, by searching the internet for industrial space for lease in Chicago. My search led me to a real estate leasing broker, Beverly Hayes. I explained to Ms. Hayes exactly what SAF would do with the property - operate a mobile gun range inside a trailer, and Ms. Hayes placed me in touch with Accurate Perforating's Larry Cohen. I explained to Mr. Cohen exactly what SAF would do with the property - operate a mobile gun range inside a trailer. Mr. Cohen agreed to lease us the land. I was explaining the range to Mr. Cohen and told him the only noise was something similar to a nail gun. He said that that would be quieter than the noise emanating from his factory.

6. Following the Court's denial of our first motion for temporary restraining order, I renegotiated SAF's lease with Accurate so that the start date would be moved up to August 31, from September 15.

7. At my deposition, the city's attorney asked me numerous questions about whether a gun range in Chicago would violate zoning codes, building codes, parking regulations, environmental regulations, and the like, and whether it would place Accurate Perforating in

violation of the law. While I cannot give any legal opinions, I did understand the questioning as threatening our landlord, Accurate Perforating, with retaliation for leasing us the property on which to operate the range.

8. Mr. Cohen told me on September 3 that he would be changing the location of the property that we had leased. On September 7, I was told that the lease would be terminated.

9. I immediately began searching the internet for a replacement land. On September 8, Accurate formally terminated our lease effective October 31. Exhibit C.

10. On September 9, I reached an agreement in principle with Leo Solarte of First Western Properties, to rent a portion of 6300-6400 South Bell. This property is a vacant two-acre parking lot, with high powered lights, that used to store cars for a car dealership. The property has an electric fence, and barbed wire at the top of the fence on the street side. The opposite side borders a railroad yard. Another portion of this property is currently occupied by a wrecking company. I am told that it is zoned MI-2, Limited Manufacturing District.

11. On September 10, I received a formal lease offer from Mr. Solarte, which I accepted and returned September 11 with the required payment. Our lease for the Bell property starts September 15, and SAF has paid for the first two months' rent. A copy of that lease agreement is attached as Exhibit D.

12. Accordingly, SAF now has two properties suitable for the mobile gun range, starting September 15. We will consider abandoning possession of the Accurate property, and operate exclusively at Bell, provided that Accurate refunds our money and that nothing occurs limiting our options to Accurate's land.

13. SAF has now arranged with Blue Line to have the Blue Line mobile range begin operations in Chicago on September 24. Blue Line has indicated that it could operate on either

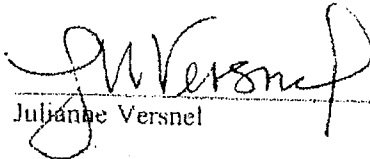
parcel of our land, or anywhere else in Chicago where a truck trailer can be parked. SAF has paid Blue Line the first \$7,500 of the non-refundable fee to get the range to Chicago.

14. As a practical matter, SAF does not wish to have the range sitting idle in Chicago while people are scheduled for its use. Lead time is needed to schedule the trainers, to contact our membership and alert them to the range's arrival and availability. Ten days is sufficient lead time to ensure that everyone and everything will be in place for the range's arrival.

15. The only thing stopping the range's operation on September 24 is Chicago's range ban. If the Court issues an injunction, the range will commence training Chicagoans for their Chicago Firearms Permits on September 24.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this the 12th day of September, 2010


Julianne Versnel

MEMO

TO: SECOND AMENDMENT FOUNDATION
12500 NE 10TH PLACE
BELLEVUE, WASHINGTON 98005
LESSEE

FROM: ACCURATE PERFORATING CORPORATION
LESSOR

DATE: SEPTEMBER 8, 2010

RE: TERMINATION OF INDUSTRIAL BUILDING LEASE

You are hereby notified that the Industrial Building Lease dated August 12, 2010, commencing August 31, 2010 on a month-to-month basis, is hereby terminated effective October 31, 2010.

Accurate Perforating Corporation

By: 

Date Signed: 9-8-10

LAND LEASE

THIS AGREEMENT is made and executed this 11 day of September, 2010, by and between GILLESPIE PROPERTIES, LLC of Downers Grove, Cook County, Illinois, hereinafter referred to as "LESSOR", and SECOND AMENDMENT FOUNDATION, of Bellevue, King County, Washington, hereinafter referred to as "LESSEE".

WHEREAS, Lessor is the owner of a certain piece or parcel of land: 6331 S. Bell situated in Chicago, Cook County, Illinois 60636. WHEREAS, Lessee desires to lease enough approximately two-thousand (2,000) square feet of the aforesaid parcel, hereinafter referred to as "PREMISES", from Lessor month-to-month in accordance with the terms and conditions hereinafter set forth;

WHEREAS, Lessor agrees to lease the Premises to Lessee in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto intending to be legally bound hereby, in consideration of the above covenants and conditions and those hereinafter stated, mutually covenant and agree as follows:

1. Use: Lessor hereby leases to Lessee and Lessee rents from Lessor, for the purpose of providing a mobile shooting range.
2. Terms: The term of this Agreement is month-to-month having commenced on the 15 day of September.
3. Rent: Lessee shall pay Lessor the sum of One thousand five hundred (\$1,500.00) Dollars per month in advance commencing on the eighth day of September, and monthly thereafter on the same day of each consecutive month during the original term hereof or any extension thereof. Lessee agrees to pay the rent to Lessor at GILLESPIE PROPERTIES, LLC, 2001 BUTTERFIELD RD., SUITE 520, DOWNERS GROVE, IL 60515, or at such other place as Lessor may from time to time request.

~~Security Deposit: A security deposit of \$ _____ shall be deposited with the Lessor. At the expiration of the lease, the security deposit will be returned to Lessee less any damages to the property.~~

4. Late Fee: If payment is not received by the 10th of each calendar month a 10% (ten percent) late charge will be assessed to the tenant and paid.

5. Indemnification by Lessee: Lessee hereby covenants and agrees that he will indemnify, defend and hold harmless, the Lessor from any and all claims, demands, suits, causes of action, losses, damages, expenses and/or any and all litigation arising out of occurrences, in or at the Premises or as occasioned or suffered by the Lessee or any of his employees, agents, invitees, occupants, or other

persons in attendance in or at the Premises, including for any damages awarded for such claims, demands, causes of action, losses, damages and expenses or for costs or attorney's fees, due to the error, act or omission of the Lessee. Lessee shall provide Lessor with a Certificate of Insurance providing proof that Lessee has adequate insurance prior to any use of the premises.

5. Laws, Regulations and Codes: Lessee shall at all times during the term of this Agreement comply with all local, state and federal laws, building, land use ordinances, fire and sanitation regulations and codes as they affect Lessee's enjoyment of the Premises.

6. Waste and Nuisance: Lessee hereby covenants and agrees not to commit waste on or at the Premises or allow it to be committed nor permit maintenance of a nuisance or any other noxious matter which may interfere with or affect the Premises.

7. Environmental: Tenant shall not use or permit the use of any part of the Premises for any purpose prohibited by law. Tenant shall, at its sole expense, comply with and conform to all of the requirements of all governmental authorities having jurisdiction over the Building which relate in any way to the condition, use and occupancy of the Premises throughout the entire Term of this Lease. Without limitation of the foregoing, Tenant covenants and agrees not to bring into the Premises or to use, store, treat or dispose, or permit the use, storage, treatment or disposal, in the Premises of (i) any hazardous substance or regulated materials as defined under any present or future federal, state or local law, rule or regulation or (ii) any explosives or any flammable substances, including, but not limited to, gasoline, liquefied petroleum gas, turpentine, kerosene and naphtha (the substances and materials referred to in clauses (i) and (ii) hereof are collectively referred to herein as "**Hazardous Materials**"), except for such materials customarily used in office and trading operations (x) in such quantities which do not exceed any legal limits, and (y) used, stored, treated and disposed of in compliance with all applicable laws and regulations.

a. Environmental Disclosure. Tenant, from time to time, upon not less than ten (10) days' prior written request by Landlord, will provide Landlord with such information in Tenant's possession which Landlord may request regarding Tenant's operations in the Premises (including, without limitation, whether or not such operations involve the generation, transportation, storage, treatment or disposal of Hazardous Materials) and shall cooperate with Landlord in the event Landlord is required to prepare any disclosure document or instrument pursuant to the provisions of any federal, state or local laws, rules or regulations in connection with such Hazardous Materials

8. Surrender of Premises: Unless otherwise agreed between the parties or unless as otherwise provided for by the terms of this Agreement, Lessee hereby covenants and agrees to surrender the premises at the end of the term arranged for under this Agreement or any extension hereof, and to remove all Lessee's personal property occupying the Premises, so that it is restored to the same or similar condition it was in before Lessee first occupied it. Any and all property not removed from the Premises at the end of the

term of this Agreement or any extension hereof, will be considered to have reverted to the status of building improvements belonging to the Lessor or to have abandoned as to any and all rights or claims of Less, and will be at Lessor's sole right of disposal.

9. Holding Over: At the termination of the term of this lease, by lapse of time or otherwise, Lessee will yield up immediate possession of the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear expected, and will return the keys therefore to Lessor at the place of payment of rent. If Lessee retains possession of the Premises or any part thereof after the termination of the term by lapse of time or otherwise, then Lessor may at its option within thirty days after termination of the term serve written notice upon Lessee that such holdings over constitutes either (a) a renewal of this lease for the one year, and from year to year thereafter, at double the rental (computed on an annual basis) specified in Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease except at double the monthly rental specified in Section 1, or (c) creation of a tenancy at sufferance, at a rental rate of 200% of base rent dollars per day, for the time Lessee remains in possession. If no such written notice is served then a tenancy a tenancy at sufferance with rental as stated at (c) shall have been created. Lessee shall also pay to Lessor all damages sustained by Lessor resulting from retention of possession by Lessee. The provisions of this paragraph shall not constitute a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall receipt of any rent or any other act in apparent affirmance of tenancy operate as a waiver of the right to terminate this lease for a breach of any of the covenants herein.

9. Assignment and Subordination: Lessee during the term hereof, shall not have the right to sell, assign, sublease, mortgage or encumber any part or all of the Premises, without the prior written consent of the Lessor, which may be unreasonably withheld at the sole discretion of the Lessor.

10. Time of the Essence: Time is of the essence with respect to any time period for the performance of any conduct or act by either party set forth in this Agreement.

11. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

12. Cancellation: This lease can be cancelled by either party with thirty (30) days written notice.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

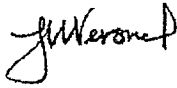
14. Integration: This Agreement contains and constitutes the final expression of the intent of the parties hereto and is the complete and exclusive statement of the terms and conditions agreed upon by the parties hereto. No modifications or amendment of this Agreement will be valid unless stated in writing and executed by the parties hereto, and

no parol or intrinsic evidence shall be admissible to explain or contradict the terms hereof.

15. Counterparts: This Agreement may be executed simultaneously in one or more copies or counterparts, each of which shall be deemed an original, but all of which together shall constitute and be one and the same Agreement.

16. No Recording: The parties covenant and agree that this Agreement shall not be recorded at the Office of the Recorder of Deeds of Cook County.

LESSEE:



LESSOR:

Gillespie Properties, LLC

Mail Correspondence:

If to tenant:
Second Amendment Foundation
12500 NE 10th Place
Bellevue, WA 98005

If to landlord:
Gillespie Properties, LLC
2001 Butterfield Rd., Suite 520
Downers Grove, IL 60515

Exhibit G

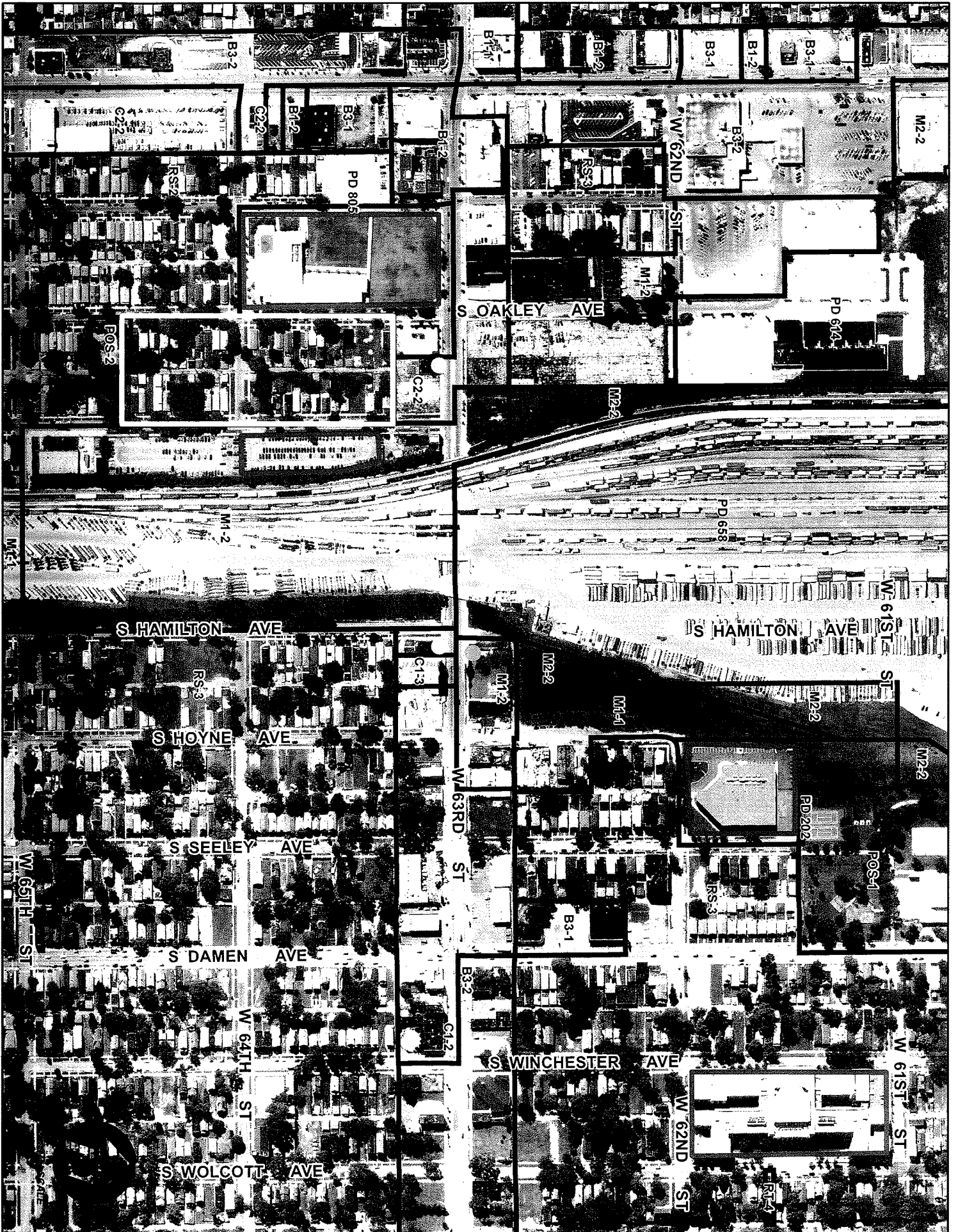


Exhibit H

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RHONDA EZELL, et al.,	)	Case No. 10-C-5135
)	
Plaintiffs,	)	DECLARATION OF
	)	RICHARD PEARSON
v.)	
)	
CITY OF CHICAGO,)	
)	
Defendant.)	
)	
)	

DECLARATION OF RICHARD PEARSON

I, Richard Pearson, am competent to state, and declare the following based on my personal knowledge:

1. I am the Executive Director of the Illinois State Rifle Association ("ISRA").
2. ISRA is a non-profit membership organization incorporated under the laws of Illinois with its principal place of business in Chatsworth, Illinois. ISRA has over 17,000 members and supporters in Illinois. The purposes of ISRA include securing the Constitutional right to privately own and possess firearms within Illinois, through education, outreach, and litigation.
3. ISRA members and supporters in Chicago are among the individuals who need immediate range training to maintain their ability to keep firearms for self-defense under Chicago's new firearms ordinance. ISRA has approximately 1,144 members in Chicago. Most of our members are gun owners.

4. Not every gun is suitable for every person. It is quite obviously better for potential gun owners, and in the interest of public safety, that prospective gun buyers experience a variety of guns, or at least, those guns they are considering, *before* actually making their purchases. And many people are introduced to shooting and gun ownership by visiting a range prior to deciding to purchase a gun.

5. ISRA has long operated a gun range near Kankakee, Illinois, for the benefit of its members, and to promote marksmanship and the shooting sports. Among ISRA's members and officers are various firearms trainers certified by the State of Illinois who are qualified to provide the training mandated by the City of Chicago as a prerequisite to obtaining a Chicago Firearms Permit.

6. There currently exist at least ten gun ranges in the city of Chicago, but none are open to the public. These include five ranges are operated by the Chicago Police Department; four gun ranges operated by the federal government (Postal Inspectors, Air Marshals, Customs and Border Protection, and the Federal Reserve Bank); and at least one gun range operated by a private security company for its own purposes. Previously I declared there were two security company ranges, but this was an oversight on my part, for which I apologize. The fact remains that there are ranges in Chicago, but none that the public can access.

7. There exists a severe shortage of range-time within a hundred miles of the City of Chicago, owing to the incredible demand on training facilities created by (1) the need of existing gun registrants to obtain officially-recognized training to continue their firearms ownership, (2) the need for people to obtain officially-recognized training in time for them to comply with the grandfathering provisions for previously acquired guns, and (3) an intense interest in firearms ownership as a result of the *McDonald* case, and the city's acquiescence in recognizing legal

handgun ownership. Handguns, as the Supreme Court recognized, are overwhelmingly the arms of choice in our country for people wishing to have a means of self-defense, and handgun ownership has just become legally possible in Chicago for the first time in decades. Without the construction of additional range facilities open to the public, including range facilities in Chicago, people who would register their firearms will not be able to do so.

8. To fulfill ISRA's organizational objectives, and serve our members and supporters, ISRA will supply state certified firearms trainers to operate the mobile gun range being brought to the City of Chicago by the Second Amendment Foundation.

9. ISRA has a comprehensive general liability insurance policy which covers its fixed range and other activities of the ISRA. It will cover the mobile range as well. However, I will need to add the address of the mobile range as soon as the decision is made as to where it's going to be located, either at the Accurate Perforating or the Bell lot, and once we have the Court's permission. The policy is designed for shooting ranges and has \$1,000,000/\$2,000,000 general liability coverage with a \$5,000,000 umbrella over that. Range insurance is readily available.

10. But for the criminal enactments challenged in this complaint, SAF and ISRA would operate the mobile range within the City of Chicago on September 24, 2010.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this the 12th day of September, 2010

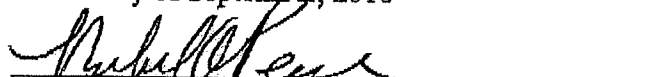

Richard Pearson

Exhibit I

Rhonda Ezell

September 2, 2010

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EZELL, et al,)
)
) Plaintiffs,) No. 10-CV-5135
)
) vs.) Judge
)
) CITY OF CHICAGO,) Virginia M.
)
) Defendants.) Kendall

The deposition of RHONDA MICHELLE EZELL, called as a witness for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before LISA C. HAMALA, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said state, CSR No. 84-3335, at Suite 1230, 30 North LaSalle Street, Chicago, Illinois, on the 2nd day of September, A.D. 2010, at 10:10 a.m.



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PRESENT:

GURA & POSSESSKY, P.L.L.C.,
(101 North Columbus Street, Suite 405,
Arlington, Virginia 22314,
703-835-9085), by:

MR. ALAN GURA,
alan@gurapossessky.com,

-and-

LAW FIRM OF DAVID G. SIGALE, P.C.,
(Corporate West 1,
4300 Commerce Court, Suite 300-3,
Lisle, Illinois 60532,
630-452-4547), by:

MR. DAVID G. SIGALE,
dsigale@sigalelaw.com,

appeared on behalf of the Plaintiffs;



Rhonda Ezell

September 2, 2010

3

1 PRESENT: (Continued)

2
3 CORPORATION COUNSEL

4 CITY OF CHICAGO,

5 (30 North LaSalle Street, Suite 1230,

6 Chicago, Illinois 60602,

7 312-744-4216), by:

8 MR. WILLIAM MACY AGUIAR and

9 MS. REBECCA ALFERT HIRSCH,

10 waguilar@cityofchicago.org,

11 rebecca.hirsch@cityofchicago.org,

12 appeared on behalf of the Defendants.

13
14 ALSO PRESENT:

15 MR. RICHARD PEARSON,

16 Illinois State Rifle Association.

17 MS. JULIANE VERSNEL,

18 Plaintiff.

19
20
21
22
23 REPORTED BY: LISA C. HAMALA, CSR.

24 Illinois CSR No. 84-3335.



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Rhonda Ezell

September 2, 2010

33

1 Q. Has your application been approved for a
2 Chicago Firearms Permit?

3 A. Yes.

4 Q. Do you know approximately when that was
5 approved?

6 A. Approximately August 5.

7 MR. GURA: For the record, we provided a copy
8 of the permit which the City also has which you're
9 copying.

10 MR. AGUIAR: Yes.

11 BY MR. AGUIAR:

12 Q. Now that you have your CFP, have you
13 filed an application to register a firearm with the
14 City of Chicago?

15 A. Yes.

16 Q. Which of the two or both of the guns
17 listed in No. 4 here that we looked at a second ago
18 have you applied for a Firearms Registration
19 Certificate?

20 A. The Ruger.

21 Q. Has your application been approved?

22 A. Yes.

23 Q. Let's talk about the Lorcin .380 for a
24 second.



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1 gifted to you from a friend, whatever, to bring it
2 into the city and register it?

3 I'll try it this way.

4 Do you want to get another gun?

5 A. I would like to think that I could
6 purchase what I want.

7 Q. Yes. Sitting here today, do you plan to
8 get one?

9 Do you have any present plans to go out
10 and get another gun?

11 A. No.

12 Q. Let's look at Exhibit No. 2, your
13 Declaration.

14 You say in Paragraph 2 that you
15 "traveled to a range in Dundee" to obtain your
16 firearms range training, is that correct?

17 A. Yes.

18 Q. In Answers to Interrogatories, Exhibit
19 No. 4, Questions 9 and 10, you answer some of the
20 questions about your trip to Dundee.

21 You went on July 25, 2010. You went by
22 yourself?

23 A. Yes.

24 Q. How far away is Dundee from your home?



Rhonda Ezell

September 2, 2010

38

1 Q. What was the name of the range that you
2 went to in Dundee?

3 Would it have been Gat Guns?

4 A. Yes.

5 Q. That would have been the place you went
6 to in Dundee?

7 A. Yes.

8 Q. Why did you select Gat Guns for range
9 training?

10 MR. GURA: Objection. Assumes a fact not in
11 evidence.

12 BY MR. AGUIAR:

13 Q. Did you select to go to Gat Guns to get
14 your range training?

15 A. No.

16 Q. How did you come to go to Gat Guns then?

17 A. The school that I chose to do my
18 training at, they selected the place.

19 Q. What was the school that you went to for
20 training?

21 A. Fidelity Investigation Training.

22 Q. Are they located in the City of Chicago?

23 A. Yes.

24 Q. Do you know approximately what street



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Rhonda Ezell

September 2, 2010

39

1 they are on?

2 A. Belmont.

3 Q. Does Fidelity Training just do the
4 classroom instruction?

5 A. It was a two-day deal with them. We did
6 classroom one day. That's when we find out what we
7 would do the next day, which was the range.

8 Q. Is it safe to say you did the classroom
9 instruction at Fidelity on July 24?

10 A. Yes.

11 Q. Then you went to Gat Guns on the 25th?

12 A. Yes.

13 Q. Let's talk about July 24 for a second
14 while at Fidelity.

15 Did you drive yourself there that day?

16 A. Yes.

17 Q. About how long did it take to get there?

18 A. The city was flooded. There was a
19 storm. It had taken a while.

20 Q. Say an hour or less?

21 A. About an hour.

22 Q. How long did the classroom instruction
23 take on July 24?

24 A. Four hours.



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Rhonda Ezell

September 2, 2010

1 STATE OF ILLINOIS)

2) SS:

3 COUNTY OF C O O K)

4 I, LISA C. HAMALA, a Notary Public
5 within and for the County of Cook, State of
6 Illinois, and a Certified Shorthand Reporter of
7 said state, do hereby certify:

8 That previous to the commencement of the
9 examination of the witness, the witness was duly
10 sworn to testify the whole truth concerning the
11 matters herein;

12 That the foregoing deposition transcript
13 was reported stenographically by me, was thereafter
14 reduced to typewriting under my personal direction
15 and constitutes a true record of the testimony
16 given and the proceedings had;

17 That the said deposition was taken
18 before me at the time and place specified;

19 That I am not a relative or employee or
20 attorney or counsel, nor a relative or employee of
21 such attorney or counsel for any of the parties
22 hereto, nor interested directly or indirectly in
23 the outcome of this action.

24 IN WITNESS WHEREOF, I do hereunto set my



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Rhonda Ezell

September 2, 2010

64

1 hand of Chicago, Illinois, this 7th day of
2 September, 2010.

3

4

Notary Public, Cook County, Illinois.

5

My commission expires August 23, 2012.

6

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C.S.R. Certificate No. 84-3335.

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Exhibit J

JOSEPH I. BROWN

September 3, 2010

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EZELL, et al,)	
	)	Plaintiffs,
	)	No. 10-CV-5135
vs.	)	Judge
CITY OF CHICAGO,	)	Virginia M.
	)	Defendants.
	)	Kendall

The deposition of JOSEPH I. BROWN, called as a witness for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before LISA C. HAMALA, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said state, CSR No. 84-3335, at Suite 1230, 30 North LaSalle Street, Chicago, Illinois, on the 3rd day of September, A.D. 2010, at 11:05 a.m.



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1 PRESENT:

2
3 LAW FIRM OF DAVID G. SIGALE, P.C.,
4 (Corporate West 1,
5 4300 Commerce Court, Suite 300-3,
6 Lisle, Illinois 60532,
7 630-452-4547), by:

8 MR. DAVID G. SIGALE,
9 dsigale@sigalelaw.com,

10 appeared on behalf of the Plaintiffs;

11
12 CORPORATION COUNSEL

13 CITY OF CHICAGO,

14 (30 North LaSalle Street, Suite 1230,
15 Chicago, Illinois 60602,
16 312-744-4216), by:

17 MS. REBECCA ALFERT HIRSCH,

18 rebecca.hirsch@cityofchicago.org,

19 appeared on behalf of the Defendants.

20
21
22
23 REPORTED BY: LISA C. HAMALA, CSR.

24 Illinois CSR No. 84-3335.



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JOSEPH I. BROWN

September 3, 2010

14

1 A. Yes. It was Bell Post 242 in Chicago.

2 Q. When did you switch, if that's the
3 correct term?

4 A. Approximately 15 years ago.

5 Q. Why?

6 A. Membership fell off.

7 Q. Are you free, and I don't know much
8 about the American Legion, as a member to pick
9 whatever Post you would like to be a member of?

10 A. Yes.

11 Q. Why did you select the Morton Grove
12 Post?

13 A. It offered much more facilities.

14 Q. What type of facilities?

15 A. They have the parties, parades, color
16 guard, rifle team, rifle club.

17 Q. How often do you go to the Post?

18 A. Well, right now it is summertime. I'm
19 in there, I would say, 250, 270 times a year during
20 winter months.

21 Q. So do you go more during the winter?

22 A. Absolutely, yes.

23 Q. How often, to kind of understand, do you
24 go during the summer and winter?



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JOSEPH I. BROWN

September 3, 2010

27

1 MR. SIGALE: What's "there"?

2 BY MS. HIRSCH:

3 Q. The ISRA shooting range in Bonfield,
4 Illinois.

5 A. 50 times.

6 Q. How many times in the last year?

7 A. 10.

8 Q. Approximately once a month?

9 A. Yes.

10 Q. Do you go more in the winter or summer?

11 A. Summertime.

12 Q. This past summer, how many times have
13 you been there?

14 A. Eight times.

15 Q. How long does it take to get there?

16 A. Approximately an hour-and-a-half.

17 Q. Did you drive?

18 A. With my son.

19 Q. Do you go to utilize the range?

20 A. Yes.

21 Q. Do you go for any other purpose?

22 A. Just for open house.

23 Q. Why do you go to this one sometimes
24 instead of just going to Morton Grove?



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JOSEPH I. BROWN

September 3, 2010

42

1 A. No.

2 Q. If I told you -- this is hypothetical,
3 but I would just like to know your answer.

4 If I told you Illinois Gun Works range
5 was actually closer to the house than where the
6 mobile training unit was going to be located, do
7 you think you would go there for training?

8 MR. SIGALE: Objection to the speculation.

9 You may answer.

10 BY THE WITNESS:

11 A. If it is close to the house, yes.

12 BY MS. HIRSCH:

13 Q. Have you ever heard of a gun range
14 called Bell's Guns in Franklin Park, Illinois?

15 A. Yes.

16 Q. Have you ever been there?

17 A. Yes.

18 Q. When?

19 A. Years ago.

20 Q. More than five years ago?

21 A. Yes.

22 Q. Did you use the range? Was that the
23 purpose of the visit?

24 A. Yes.



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JOSEPH I. BROWN

September 3, 2010

43

1 Q. How many times would you say you went
2 there?

3 MR. SIGALE: Ever, is that what you're asking?

4 BY MS. HIRSCH:

5 Q. Yes. If you could recall.

6 A. I don't know.

7 Q. A lot?

8 MR. SIGALE: Objection to form.

9 Either you know how many times you went
10 or you don't.

11 BY THE WITNESS:

12 A. I don't know. I can't recall.

13 BY MS. HIRSCH:

14 Q. Would you say you have been there at
15 least 50 times?

16 A. No.

17 Q. Less than 50 times?

18 A. Yes.

19 Q. Would you say you have been there at
20 least 25 times?

21 A. Yes.

22 Q. Have you looked into getting your one
23 hour of training at the Bell's Guns?

24 A. No.



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JOSEPH I. BROWN

September 3, 2010

44

1 Q. Why not?

2 A. I have not gotten around to it.

3 Q. When you went to Bell's Guns previously,
4 did you drive?

5 A. Yes.

6 Q. One more. Have you ever heard of Gun
7 World in Bensenville?

8 A. Yes.

9 Q. Have you ever been there?

10 A. No.

11 Q. Exhibit No. 1, Paragraph 6, "List
12 several ranges that historically were open to the
13 public within the City of Chicago," is that
14 correct?

15 A. Yes.

16 Q. I just was a little unclear about how
17 many there were here. So I want to walk through
18 these with you.

19 The first is "Small Bore Riflemen of
20 Chicago," is that correct?

21 A. Yes.

22 Q. That was at Clybourn and Fullerton, is
23 that correct?

24 A. Yes.



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JOSEPH I. BROWN

September 3, 2010

1 STATE OF ILLINOIS)
 2) SS:
 3 COUNTY OF C O O K)

4 I, LISA C. HAMALA, a Notary Public
 5 within and for the County of Cook, State of
 6 Illinois, and a Certified Shorthand Reporter of
 7 said state, do hereby certify:

8 That previous to the commencement of the
 9 examination of the witness, the witness was duly
 10 sworn to testify the whole truth concerning the
 11 matters herein;

12 That the foregoing deposition transcript
 13 was reported stenographically by me, was thereafter
 14 reduced to typewriting under my personal direction
 15 and constitutes a true record of the testimony
 16 given and the proceedings had;

17 That the said deposition was taken
 18 before me at the time and place specified;

19 That I am not a relative or employee or
 20 attorney or counsel, nor a relative or employee of
 21 such attorney or counsel for any of the parties
 22 hereto; nor interested directly or indirectly in
 23 the outcome of this action.

24 IN WITNESS WHEREOF, I do hereunto set my



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JOSEPH I. BROWN

September 3, 2010

59

1 hand of Chicago, Illinois, this 8th day of
2 September, 2010.

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Notary Public, Cook County, Illinois.

5

My commission expires August 23, 2012.

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C.S.R. Certificate No. 84-3335.

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Exhibit K

WILLIAM EDWARD HESPEN

September 3, 2010

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EZELL, et al,)	
	)	Plaintiffs,
	)	No. 10-CV-5135
vs.	)	Judge
CITY OF CHICAGO,	)	Virginia M.
	)	Defendants.
	)	Kendall

The deposition of WILLIAM EDWARD HESPEN, called as a witness for examination, taken pursuant to the Federal Rules of Civil Procedure of the United States District Courts pertaining to the taking of depositions, taken before LISA C. HAMALA, a Notary Public within and for the County of Cook, State of Illinois, and a Certified Shorthand Reporter of said state, CSR No. 84-3335, at Suite 1230, 30 North LaSalle Street, Chicago, Illinois, on the 3rd day of September, A.D. 2010, at 1:45 p.m.



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WILLIAM EDWARD HESPEN

September 3, 2010

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PRESENT:

LAW FIRM OF DAVID G. SIGALE, P.C.,
(Corporate West 1,
4300 Commerce Court, Suite 300-3,
Lisle, Illinois 60532,
630-452-4547), by:
MR. DAVID G. SIGALE,
dsigale@sigalelaw.com,
appeared on behalf of the Plaintiffs;

CORPORATION COUNSEL
CITY OF CHICAGO,
(30 North LaSalle Street, Suite 1230,
Chicago, Illinois 60602,
312-744-4216), by:
MR. WILLIAM MACY AGUIAR,
waguiar@cityofchicago.org,
appeared on behalf of the Defendants.

REPORTED BY: LISA C. HAMALA, CSR.
Illinois CSR No. 84-3335.



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WILLIAM EDWARD HESPEN

September 3, 2010

25

1 yesterday, it was your understanding that as a
2 retired police officer, you were still required
3 under the new ordinance to obtain a CFP before you
4 could register your guns?

5 A. That's correct.

6 Q. But based on the conversation that you
7 had yesterday at 47th and Kedzie, someone told you
8 that you might not need to do that at some time in
9 the future?

10 A. No. That's not correct. You still need
11 the CFP, except the fee would be waived and the
12 classroom and the range training providing you went
13 and got your Concealed Carry Permit through the
14 Illinois Retired Officers Program.

15 Q. Did she say that was, in fact, the case,
16 or that was something that could come down the
17 road?

18 MR. SIGALE: Objection. Asked and answered.
19 BY THE WITNESS:

20 A. Could come down the road.

21 BY MR. AGUIAR:

22 Q. As you sit here today, is it still your
23 understanding you have to at this point still
24 obtain the CFP under the rules as they stand right



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WILLIAM EDWARD HESPEN

September 3, 2010

34

1 Q. Is there any other harm that you could
2 think of that you would suffer from driving
3 25 miles outside the city to obtain your four hours
4 of training?

5 A. No.

6 Q. If you wanted to, you could drive
7 outside of the city to obtain the four hours of
8 training?

9 MR. SIGALE: Objection. Asked and answered.
10 It is not even the issue.

11 BY THE WITNESS:

12 A. Repeat the question.

13 MR. AGUIAR: Please read it back.

14 (WHEREUPON, the record was read by
15 the reporter as requested.)

16 MR. SIGALE: Same objections.

17 BY THE WITNESS:

18 A. Again, I have no choice. I would have
19 to.

20 BY MR. AGUIAR:

21 Q. The question is you can do it?

22 A. Yes. I have no choice. I can do it.

23 Q. Again, if, in fact, the ordinance is not
24 amended before October 12, you will go and obtain



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WILLIAM EDWARD HESPEN

September 3, 2010

35

1 the training necessary to file for a CFP?

2 A. Absolutely.

3 Q. Turn to Interrogatory No. 7.

4 We ask you to "Identify all firearm
5 ranges you have visited in the past five years."

6 You identify "Illinois State Rifle
7 Association in Bonfield, Illinois."

8 First of all, are you a member of ISRA?

9 A. Yes.

10 Q. How long have you been a member of ISRA?

11 A. Over 10 years.

12 Q. Is the ISRA range in Bonfield limited to
13 only ISRA members, do you know?

14 A. If you're a member of the -- you have to
15 be a member of the Association to use the range.
16 You also have to be a range member. You can bring
17 a guest.

18 Q. Are you limited to the number of guests
19 that you could bring?

20 A. I don't know.

21 Q. Do you have to pay anything to be a
22 range member?

23 A. Yes.

24 Q. What is that?



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WILLIAM EDWARD HESPEN

September 3, 2010

42

1 Q. October?

2 A. Yes.

3 Q. Could you obtain the required one hour
4 of training, one-hour range training at the ISRA
5 range?

6 A. I don't know.

7 Q. Have you looked into whether you could
8 obtain that one-hour training at the ISRA range?

9 A. No.

10 Q. Why haven't you looked into it there
11 since you go there all the time?

12 A. Again, I was waiting to see if this
13 ordinance was going to be amended.

14 I heard rumors prior to speaking to gun
15 registration, but that was just rumors.

16 People I spoke to or current law
17 enforcement officers said there looks like there
18 would be an amendment for retirees, but no one knew
19 for sure.

20 Q. Is it fair to say you have not done
21 anything to look into the one-hour range shooting
22 training that you need because you were looking to
23 a possible amendment to the ordinance?

24 A. Yes.



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WILLIAM EDWARD HESPEN

September 3, 2010

43

1 Q. Have you done any investigation as to
2 obtaining that one hour of range training?

3 MR. SIGALE: Objection. Didn't he just answer
4 this?

5 Asked and answered.

6 BY MR. AGUIAR:

7 Q. Have you done anything at all to look
8 into obtaining that one hour of range training to
9 obtain your CFP?

10 A. No.

11 Q. If the ordinance is not amended the way
12 you described, do you intend to obtain your one
13 hour of range training?

14 A. Absolutely.

15 Q. Do you know where you will go to obtain
16 that one hour of range training?

17 A. I would attempt to find a location to
18 get it done immediately.

19 Q. You will drive outside the city of
20 Chicago to obtain that firearms training?

21 A. Again, yes, I will because I have no
22 other choice.

23 Q. As we spoke earlier about the four hours
24 of classroom instruction, does driving 25 miles



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WILLIAM EDWARD HESPEN

September 3, 2010

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1 Q. You have been there three or four times
2 in the past year.

3 Any difficulties in getting there?

4 A. None that I recall.

5 Q. Your statement that "Closer gun ranges
6 in the suburbs are crowded and have little
7 capacity" is based solely on Midwest Guns?

8 A. No. I have seen other ranges.

9 Q. Do you recall what others you have seen?

10 A. There is one called Mega Sports in Will
11 County.

12 Q. When was the last time you were there?

13 A. Probably back in July.

14 Q. How many times have you been there in
15 the past 12 months?

16 A. Maybe three, four times.

17 Q. Each time you drove yourself there?

18 A. Not directly there, no.

19 Q. What do you mean?

20 A. My son used to live in Shorewood,
21 Illinois. When I would visit him, Mega Sports,
22 there is a gun shop connected with the range. I go
23 to look at the guns.

24 Q. When at Mega Sports, do you stop to



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WILLIAM EDWARD HESPEN

September 3, 2010

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1 the name of it.

2 Q. Where is it located?

3 A. I believe on North Avenue west of First
4 Avenue. I was out there not looking at guns. I
5 was working at the time.

6 Q. You were on the job?

7 A. Yes.

8 Q. While there, did you happen to observe
9 the ranges?

10 A. No. I seen people coming in and out of
11 a door that, I assume, was a range back there.

12 That would have been a long drive for me
13 if I was going on my own. Working, I had to go out
14 there as part of my investigation.

15 Q. Are those the only three ranges which
16 form the basis for your statement about the closer
17 ranges?

18 A. Another called Rinks. Just inside Will
19 County off of Archer Avenue at Route 171.

20 Q. When was the last time you were at
21 Rinks?

22 A. Again, a lot of these ranges I have
23 stopped -- a lot of these are connected with a gun
24 shop. I don't go to the range.



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WILLIAM EDWARD HESPEN

September 3, 2010

61

1 It is in Will County. I don't know.

2 Q. Any other ranges that you have seen,
3 whether it is going to the range itself or a gun
4 shop which has a range, which forms the basis for
5 your statement that suburban ranges are crowded?

6 A. I don't recall.

7 Q. Have you ever been to Chuck's Gun Shop?

8 A. Yes.

9 Q. That's in Riverdale?

10 A. Yes.

11 Q. Does it have a range?

12 A. Not sure.

13 Q. How often do you go there?

14 A. I think I had been there maybe once or
15 twice in the last five years.

16 Q. What about a place called Bell's Guns in
17 Franklin Park, are you familiar with that place?

18 A. I have heard of it and probably have
19 been there, but I couldn't remember the last time I
20 was.

21 Q. Have you been in the past five years, do
22 you think?

23 A. No.

24 Q. What about Gun World in Bensenville,



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WILLIAM EDWARD HESPEN

September 3, 2010

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1 have you heard of that place?

2 A. Yes.

3 Q. Have you been there?

4 A. Do you have an address?

5 Q. 421 Irving Park Road.

6 A. Right near O'Hare. I might have been.
7 I was in a gun shop in that area. It could have
8 been that.

9 Q. You're saying that's near O'Hare, that
10 address?

11 A. If it is the one I'm thinking of, it
12 could be.

13 Q. Would you have any difficulty getting to
14 O'Hare by car, driving to Bensenville?

15 A. I if knew the address, I could probably
16 find it. I think it would be rather difficult
17 driving out there.

18 Q. Why would that be?

19 A. Kind of a long ride up to O'Hare.

20 Q. You think that's a long ride?

21 A. I do.

22 Q. You think it is less than 56 miles to
23 get to O'Hare from your house?

24 A. Yes.



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WILLIAM EDWARD HESPEN

September 3, 2010

63

1 Q. How about Southwest Range & Training in
2 Chicago Ridge, Illinois, have you ever heard of
3 that place?

4 A. No. Where is that at?

5 Q. 10349 Southwest Highway.

6 A. There used to be a gun shop out there,
7 but I didn't know they had a range out there.

8 Q. Do you happen to know how close Chicago
9 Ridge is to your home?

10 A. Are you talking about that address
11 there? I believe -- not sure.

12 I want to say it is around maybe 105th,
13 107th and Narragansett, but I'm not sure.

14 Q. You don't know where Chicago Ridge is in
15 relation to where you are?

16 A. I would say southwest to my location. I
17 don't know how many miles.

18 Q. What about Illinois Gun Works in Elmwood
19 Park, 7229 West Grand, have you ever heard of that
20 place?

21 A. Yes.

22 Q. Have you been there?

23 A. Yes.

24 Q. How many times?



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WILLIAM EDWARD HESPEN

September 3, 2010

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1 STATE OF ILLINOIS)
 2) SS:
 3 COUNTY OF C O O K)

4 I, LISA C. HAMALA, a Notary Public
 5 within and for the County of Cook, State of
 6 Illinois, and a Certified Shorthand Reporter of
 7 said state, do hereby certify:

8 That previous to the commencement of the
 9 examination of the witness, the witness was duly
 10 sworn to testify the whole truth concerning the
 11 matters herein;

12 That the foregoing deposition transcript
 13 was reported stenographically by me, was thereafter
 14 reduced to typewriting under my personal direction
 15 and constitutes a true record of the testimony
 16 given and the proceedings had;

17 That the said deposition was taken
 18 before me at the time and place specified;

19 That I am not a relative or employee or
 20 attorney or counsel, nor a relative or employee of
 21 such attorney or counsel for any of the parties
 22 hereto, nor interested directly or indirectly in
 23 the outcome of this action.

24 IN WITNESS WHEREOF, I do hereunto set my



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WILLIAM EDWARD HESPEN

September 3, 2010

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hand of Chicago, Illinois, this 8th day of
September, 2010.

Notary Public, Cook County, Illinois.
My commission expires August 23, 2012.

C.S.R. Certificate No. 84-3335.



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