

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

DAKOTA FISCHER,

Plaintiff,

v.

REMINGTON ARMS
COMPANY, LLC, *et al.*,

Defendants.

Case No. 2:19-cv-1342

JUDGE EDMUND A. SARGUS, JR.

Magistrate Judge Elizabeth Preston Deavers

OPINION & ORDER

The matter before the Court is Defendant Hornady Manufacturing Company’s (“Defendant” or “Hornady”) Motion for Sanctions against Non-Party Witnesses George Shope and Joshua Gee (ECF No. 40). The Court deferred ruling on that motion until an in-person evidentiary hearing could be conducted on October 14, 2021. (ECF Nos. 54, 61). Accordingly, having conducted the hearing, and as stated therein, the Court **GRANTS IN PART** and **DENIES IN PART** Defendant’s motion, and **FINDS** the following:

1. That Mr. Shope abused the judicial process by deliberately misrepresenting facts essential to the case throughout its lifespan, ultimately causing the Defendant to incur significant legal costs.
2. That Mr. Gee, while erring in his deposition testimony, did not abuse the judicial process in a manner warranting judicial sanction.

Accordingly, pursuant to its inherent authority, and in consideration of the costs incurred by Defendant, the Court **ORDERS** Mr. Shope to pay to the Defendant a total sum of **\$3,600.00**.

See Chambers v. NASCO, Inc., 501 U.S. 32, 46-50 (1991); *Am. Tr. v. Sabino*, No. 99-4214, 2000 WL 1478372, at*1 (6th Cir. Sept. 28, 2000) (“A federal court has the inherent power to impose

sanctions against a party or non-party who has acted in bad faith, vexatiously, wantonly, or for oppressive reasons.”). The terms of the payment are as follows:

1. Starting on **November 1, 2021**, Mr. Shope shall pay Hornady a minimum of **\$100.00 per month for thirty-six consecutive months** or until the total sum of \$3,600.00 is paid, whichever occurs sooner.
2. Should Mr. Shope fail to make the required monthly payment, the **entire amount of the outstanding balance will become due** on the first day of the following month. At that point, Hornady may move the Court to enter a judgment against Mr. Shope in the amount of the outstanding balance.
3. No interest shall run on the total sum nor the outstanding balance throughout the duration of the payment period.
4. Mr. Shope shall mail the required monthly payment to the following address:

Hornady Manufacturing Company
ATTN: Stephen D. Hornady
3625 W Old Potash Hwy
Grand Island, NE 68803

IT IS SO ORDERED.

10/15/2021
DATE

s/Edmund A. Sargus, Jr.
EDMUND A. SARGUS, JR.
UNITED STATES DISTRICT JUDGE