

THE LAW OF UNINTENDED CONSEQUENCES

By Thomas R. Schuck

This is a tale of avarice and ignorance, often handmaidens to calamity. Our story begins at a beer party among a group of biker friends in Sunbury, Ohio during an OSU football game in 2011. One of the guests arrived in his Corvette convertible with a .50 Browning machine gun Zel Custom Tactilite 1 rifle propped up in the passenger's seat. He also brought a supply of .50 BMG armor-piercing ammunition manufactured by Fray Luis Beltran, the Argentine national arsenal located near the city of Rosario, Argentina. FLB is operated by Dirección General de Fabricaciones Militares (in English, the General Directorate of Military Industries), or DGFM, headquartered in Buenos Aires. The rounds bore a headstamp dating them to February 1982, two months before the outbreak of the Falklands War over the Malvinas Islands in the South Atlantic off the coast of Argentina.

During halftime, the partygoers took turns shooting the rifle across the adjacent public highway over a pond and into a tree on the far bank. There is a golf course on the other side of the woods toward which they were shooting. The .50 BMG round has an effective range of more

than a mile (the longest recorded kill is two miles), so the group was careful to take turns watching the highway in order to avoid drilling a passing motorist.

The owner of this weapon, Edward Grimm, assembled it from an upper portion manufactured by Zel Custom in Florida, containing the receiver (which holds the round, houses the bolt, and attaches to the barrel); and a lower portion manufactured by Bushmaster Firearms, a popular maker of AR-15 style rifles (the type used by our military), now owned by Remington Arms Company. Mr. Grimm loaded the rifle and locked the bolt for most if not all of the shooters except the last: Troy Rote. Mr. Rote, a professional mover, prided himself on his outdoor skills and bragged about his family's extensive experience in military and law-enforcement matters, so he said he required no assistance or instruction on the use of the weapon. After placing a round in the chamber, Mr. Grimm advised him to shove the bolt hard because it was stiff or sticking. Mr. Rote did, with the consequence that the rifle discharged before the bolt was closed and locked, spraying shrapnel from the round into his right hand. He now has some degree of permanent disability as the result. Fortunately, according to the partygoers, each of them had only consumed the proverbial two beers, so they were able to give Mr. Rote first aid until the Delaware County Sheriff and paramedics arrived.

Zel Custom is owned by Michael Brendzel, a former stockbroker with Smith Barney in Denver who moved to the Tampa area following his marriage and acquired the assets of the company that was producing the predecessor of the Tactilite 1 because he thought that he could market the weapon more effectively. His entire experience in the firearms industry consisted of weekends at the range in Colorado doing cowboy action shooting and the like. He has no engineering or manufacturing background. Nonetheless, he began producing the Tactilite 1, modifying it as complaints came in and trying to jazz up its appearance. The fundamental design of the weapon, which is inherently dangerous, remained unchanged. Mr. Brendzel dismissed the dangers posed by the design because, in his opinion, no reasonable person would ever have employed the force that Mr. Rote did to close the bolt on a loaded round.

A word about the .50 BMG round: John Moses Browning, probably the greatest firearms genius that this country has produced, developed the round in conjunction with Winchester and Frankford Arsenal and the weapon that shoots it during World War I at the request of General John J. "Black Jack" Pershing in response to the need for an anti-aircraft weapon and a machine gun effective against armored vehicles. He scaled up the standard U.S. rifle round, known as the .30-'06, so that it developed five times the foot-pounds of energy as the rifle round and would

function in Browning's specially designed machine gun, hence the universal "BMG" designation of the round. The machine gun that Browning designed was originally water-cooled and designated the M1921. The air-cooled version is called the M2, or "Ma Deuce" in military jargon. A variety of .50 BMG rounds has been developed for it, including armor-piercing (or "AP") rounds of the type that Mr. Grimm supplied. These are designed to pierce light armor and attack concrete bunkers and structures. They are especially effective against trees.

On September 9, 2013, the last day before the expiration of the statute of limitations, a personal injury lawyer in Columbus filed a lawsuit on behalf of Mr. & Mrs. Rote against Zel Custom Manufacturing; Bushmaster; Mr. Grimm; Vance Outdoor, the retailer that sold the .50 BMG kit to Grimm; Mr. and Mrs. Buyer, the host and hostess of the party; the retailer from whom Grimm purchased the ammunition, Discount Distributors d/b/a Ammoman.com of New Jersey (by then out of business); and DGFM. The lawsuit was removed from state to federal court in Columbus because DGFM is a foreign sovereign entity.

The lawsuit was filed under the Ohio products liability statute, which imposes liability on manufacturers of defectively designed, formulated, or manufactured products; where the products are defective due to inadequate warnings or instructions; or because they do not

conform to the manufacturer's representations. The statute also imposes liability on suppliers where the supplier was negligent or the product does not conform to the supplier's representations when it left the control of the supplier. A supplier may also be liable under the statute if the plaintiff is unable to enforce a judgment against the manufacturer, among other circumstances.

DGFM sought to preclude the lawsuit against it based on the United States Foreign Sovereign Immunities Act, which protects foreign governments from suit in the United States under certain circumstances. This aspect of the litigation occupied approximately two years. In the end, the U.S. Court of Appeals sitting in Cincinnati decided that the question of whether DGFM was engaged in commercial activity with respect to the ammunition was a question of fact that required the case to proceed against it for the time being, and denied it the protection of the Foreign Sovereign Immunities Act.

To add an additional layer of complication, because Spanish is the national language of Argentina, all of the information that DGFM provided to us in response to discovery requests by the Rotes was in Spanish – sworn answers to questions called interrogatories, responses to requests for admissions, and copies of the laws and decrees governing the use of ammunition in

Argentina. Fortunately, one member of DGFM's legal staff in Buenos Aires, Senorita Maria Jazmin Ordoñez Vast, speaks English; so on the rare occasions when we were able to confer with DGFM by telephone, the conversation went through her. We could hear our questions being discussed in Spanish among a group of people in the room with her, whose answers she conveyed to us in English. Needless to say, the Rotes' attorney was less than happy that the Argentine officials answered his questions in the national language of their country.

The only evidence the Rotes had that DGFM had any involvement in this debacle was the headstamp on the base of the cartridge in question, namely, "FLB 02-82," which had imprinted itself on the face of the bolt of the Tactilite 1 by the force of the explosion. Ammunition of Argentine manufacture is not uncommon in the United States, but what is never clear is how it comes to be in circulation here. In this case, late in 2016, we learned something that the Rotes' attorney already knew but had not shared – that the .50 BMG rounds purchased from Ammoman had been sold to Ammoman by a wholesaler called P.W. Arms in Redmond, Washington in 2009. P.W. Arms is an importer of armaments and ammunition from around the world. They learn of buying opportunities through brokers located mostly in Europe and, after purchasing items, have them shipped to a warehouse in Apollo, Pennsylvania, from which the goods are sold

to sporting goods and ammunition retailers throughout the United States. Ammoman was a mom-and-pop business that originally sold discount ammunition at gun shows and then expanded to the internet, where Mr. Grimm found the rounds in question.

Inquiry of P.W. Arms disclosed that the round that injured Mr. Rote was part of a lot of 500,000 that P.W. Arms purchased from Agencija Alan d.o.o. (in English, Agency Alan, LLC), an enterprise of the government of Croatia that provides an outlet for the sale of excess arms and ammunition after the end of hostilities in the Balkans. According to Agency Alan's website, you can buy anything from a .50 BMG sniper rifle to a main battle tank, presumably F.O.B. Zagreb. Again, the Rotes' attorney knew about Agency Alan but wasn't sharing.

Stacy Prinius, one of the principals of P.W. Arms, traveled to Croatia in 2009 to examine and test-fire the .50 BMG ammunition in question. He satisfied himself of its quality and purchased half a million rounds. The .50 BMG ammunition that P.W. Arms acquired came from a Croatian Ministry of Defense warehouse in Grobnik, Croatia. It was shipped overland to Rotterdam and transported by freighter to Newark, New Jersey, whence it was taken to P.W. Arms' Apollo, Pennsylvania warehouse for sale to distributors such as Ammoman. Mr. Prinius testified that he made two purchases of this ammunition from Agency Alan, the second resulting

from a telephone call from Croatia because the Croatians were apparently pleased with the terms of the initial transaction. If you look hard enough, you can still find a few of the rounds for sale on the internet.

Ammoman purchased 307 cases of this ammunition for \$245,600. In all, P.W. Arms sold half a million rounds of the ammunition. According to Mr. Prinius, the *only* complaint about it of which his company learned was Mr. Rote's accident, and then only from the Rotes' attorney.

The perplexing part of the story is that DGFM steadfastly maintained that it had not sold the ammunition to P.W. Arms or anyone else, and that it would have been illegal for it to have done so. DGFM's legal staff provided us copies of the statutes and decrees which make it illegal for anyone in Argentina other than the country's armed forces to possess such ammunition, and for anyone to sell it. So how did the ammunition end up in Croatia?

As is so frequently the case these days, the answer lay on the internet. Research disclosed that in the early 1990's, then President of Argentina Carlos Saul Menem, in collusion with his defense minister, Oscar Camilión; arms dealer and ex-army colonel Diego Palleros; former FM director Manuel Cornejo Torino; former defense officials Hilardo Fusari and Carlos Alberto Nuñez; and former FM executives Luis Sarlenga, Edberto Gonzales de las Vega, Carlos

Jorge Franke, and Teresa Irañeta de Canterito secretly and illegally transferred arms and ammunition to Ecuador and Croatia. Ecuador was then engaged in a short war with its neighbor, Peru. Croatia was, of course, engaged in its war of independence with the former Yugoslavia, and the shipment of arms and ammunition to Croatia violated a United Nations embargo. As it turned out, Menem was joined in the smuggling operation by Pakistan, Malaysia, Saudi Arabia, Brunei, and Hungary. The arms trafficking occurred between 1991 and 1995, during which period 6,500 tons of Argentine-made weapons officially destined for Panama and Venezuela ended up in Croatia and Ecuador. Seven shipments, totaling the equivalent of more than 15 jumbo jets, were shipped by sea to Croatia. When Menem's activities became known, people involved in the scandal blew up the military factory in the town of Rio Tercero where the records were stored, in the process devastating the town and killing seven and injuring more than 300 residents. Menem was eventually convicted of arms smuggling and sentenced to seven years' imprisonment, but his sentence was stayed because of immunity to arrest and imprisonment conferred on him as an Argentine senator following the completion of his presidential term. Menem is now in his mid-80's and in poor health, and is unlikely ever to serve his sentence.

The scandal rocked Argentina, which was still recovering from the period of military junta rule in the 1980's. The DGFM officials with whom we dealt (all of whom have now resigned) maintained that Argentina no longer manufactures .50 BMG ammunition, that DGFM only maintains production records for ten years, that there is no record of the disposition of the ammunition in question, and that no one still associated with DGFM has any knowledge of the situation. The fact that President Menem's cabal blew up the records storage facility in 1995 may have something to do with the absence of information.

In other words, the .50 BMG FLB ammunition amounts to stolen goods as far as Argentina is concerned.

The Rotes' original theory of liability as it pertained to DGFM was that the .50 BMG FLB round that injured Mr. Rote was defective because it had a "protruding" primer. A primer is the small cap containing an explosive substance that is swaged or formed into the base of a cartridge of centerfire ammunition; striking the primer detonates this explosive substance, in turn detonating the primary charge contained in the case and expelling the bullet through the barrel of the weapon. By protruding primer, the Rotes' attorney apparently meant that the primer in the .50 BMG FLB round in question had not been properly seated. This would have been impossible

because of the technology used to produce that particular round; and in any case, a protruding primer would have been fully seated in the base of the cartridge by the force of the explosion when the round fired. Mr. Prinius testified that of the ammunition that he inspected in Croatia, there were no apparent defects, protruding primers or otherwise; and that all of the ammunition that he test-fired performed as intended.

The Rotes' attorney hired an engineer in Oklahoma, Edward Powell, with whom he frequently works on firearms cases around the country, to examine what was left of the Tactilte 1 and 20 of the FLB .50 BMG rounds taken to the Buyers' party. Mr. Powell concluded that the upper portion of the rifle manufactured by Zel Custom was defectively designed because it employed what is known as a "floating" firing pin rather than a firing pin held in place inside the bolt until released by action of the trigger and sear. The floating design means that the firing pin is free to move within the bolt, restrained only by a light spring, until the blow of the hammer – or, unfortunately, the momentum created when the bolt is closed with unnecessary force – causes the forward motion of the firing pin to continue when the bolt is arrested, detonating the round before the bolt has been locked. This is known as an "out-of-battery discharge," and is one of the most dangerous things that can occur in any weapon. This design was apparently motivated

by economic reasons (it is cheaper to manufacture an upper with a floating firing pin than the internally retained firing pin utilized in more expensive designs), but, in fairness to Zel Custom, Michael Brendzel, designer-manufacturer of the Tactilite 1, included in his owner's manual warnings not to force the bolt closed because of the danger of an out-of-battery discharge; and not to use "surplus" military ammunition. Unfortunately, Mr. Rote, did not have the opportunity to look at the owner's manual before undertaking to fire the Tactilite 1.

An aside: strictly speaking, there is no such thing as "surplus" military ammunition. All military ammunition is manufactured for use by the manufacturing nation's military. It may be "surplus" to the military's needs, but it is not the same as extra boots and clothing. It is military ammunition that is not used by the military and finds its way somehow or another into commercial markets, where it ends up in the hands of companies like Ammoman.

The claim against DGFM, as articulated by Mr. Powell, was nebulous: that the ammunition was defective in use, sale, and the absence of warnings. Now the undisputed facts suggested that the ammunition did exactly what it was intended to do when struck by the firing pin of the Tactilite 1 – it detonated. The problem lay with the fact that the firing pin was able to strike the primer in the round before the bolt was closed and locked, causing an out-of-battery

discharge. In that sense, there was a defective use, but attributable to the weapon, not the ammunition. When cross-examined, Mr. Powell admitted that he should have described the ammunition as inappropriate for use in a bolt-action rifle rather than defective.

As to the sale of the ammunition, it became clear that DGFM, which is part of the Argentine government, did not sell the ammunition into the United States. Strictly speaking, Argentina did not sell the ammunition at all – its president transferred it secretly in an illegal transaction, for which he was subsequently convicted. As to the absence of warnings, the ammunition was packaged 20 rounds to a cardboard box, 400 boxes to a sealed case. Because it was intended to be used by the Argentine armed forces, there was no reason or need to print the sort of warning common to consumer goods in the United States on each box of ammunition.

Mr. Powell also complained that the FLB rounds that he examined were primed in a style known as Berdan, named after inventor Brigadier General Hiram Berdan of Civil War fame. The Berdan priming system uses a small cylinder formed in the base of a cartridge case into which is pressed a primer cap. There are two small vent holes in the base of the case beneath an anvil designed to channel the explosion of the primer compound into the propellant contained in the case. The priming compound is ignited when the primer cap is crushed against

the anvil. The other principal method of manufacturing a centerfire cartridge utilizes a Boxer primer, named after Colonel Edward Mournier Boxer of the Royal Arsenal, Woolwich, England. These two priming systems were invented almost simultaneously in the 1860s. The difference between Boxer priming and Berdan priming is the location of the anvil; the Boxer system utilizes a separate stirrup inverted in the primer cup, and exhausts the explosion primer compound through a single center hole in the base of the cartridge into the propellant in the cartridge case. The advantage of Boxer priming, which is used for ammunition manufactured in the United States, is that ammunition is easily reloadable. In contrast, the advantage of Berdan priming, which is used by much of the rest of the world, including Argentina, is that it offers a more reliable firing mechanism. Mr. Powell criticized the Berdan priming system used in the .50 BMG FLB rounds because he considered the primer cup to be thinner than the cup in a .50 BMG round manufactured in the United States, thereby presumably being more sensitive. However, he did no tests to prove his hypothesis.

Mr. Powell collected .50 BMG rounds from different sources, removed the propellant, and fired the primers, with varying results. We retained a firearms expert in Indiana, Frank Hatten of Antique and Modern Arms, to perform tests using a mechanism whereby a weight is

dropped on primed test cartridges in order to measure the amount of force necessary to fire the primers. Mr. Hatten had to use .50 BMG FLB cartridges bearing a 1985 headstamp that he obtained from a vendor on the internet because the Rotes' attorney refused to allow us even to inspect any of the remaining 20 rounds that he had obtained from Mr. Grimm, and eventually demanded that we allow him to pre-approve any protocol for destructive testing if Mr. Hatten intended to fire any of the 1982 rounds. It took court intervention to require the Rotes' attorney to allow us to inspect two of the 20 rounds that Mr. Grimm's lawyer had turned over to him.

Inasmuch as .50 BMG FLB rounds bearing a 1985 headstamp were among those that P.W. Arms purchased in Croatia, Mr. Hatten did not anticipate any problem testing those instead of the 1982 rounds.

Mr. Hatten used a drop test not only to determine the amount of force required to fire a primed .50 BMG cartridge, but also to demonstrate that the type of priming system used – Berdan versus Boxer – makes little practical difference in whether a round fires when the primer is struck by a firing pin. Mr. Hatten found that Berdan primed .50 BMG rounds generally fire more readily than do Boxer primed .50 BMG rounds, but that both fire consistently within parameters set by the United States military for its ammunition. These parameters, or standards,

are called “mil specs,” short for military specifications. They include measurements and tolerances for virtually everything that the U.S. armed forces procure and use, including ammunition. In the case of .50 BMG ammunition, a mil spec has been promulgated for minimum and maximum acceptable .50 BMG primer sensitivity, calculated using a drop test of the type that Mr. Hatten employed. To complicate matters (again), the Clinton Administration removed U.S. mil specs from the public domain, but once more, the internet came to the rescue: a thread on a blog called “The Firing Line” on firing pin force provided the U.S. mil spec drop-test measurement for .50 BMG ammunition, which requires that primers fire in no less than 2½” and no more than 15” when struck by a four-ounce weight. Mr. Hatten calculated that all of the .50 BMG primers that he tested, whether Berdan or Boxer, fired within the upper range of these parameters.¹

Mr. Hatten also employed a drop test to determine whether a bolt without a firing pin will fire a .50 BMG primer when only the bolt face strikes the base of the cartridge. He found that it will not, meaning that the firing pin in Mr. Grimm’s Zel Custom Tactilite 1 either protruded

¹ Using a 4 oz. weight, he determined that of 15 Berdan primed rounds tested, 4 fired at a 10” drop, 8 at 12”, and 3 at 15”. The 5 Boxer primed rounds tested all fired at 15”. This corresponds to a range of 2.47 to 3.7 inch-pounds of force necessary to actuate a primer, commonly called impact force.

through the bolt face when Mr. Rote closed the bolt, or the momentum of the force that Mr. Rote applied in closing the bolt was sufficient to cause the firing pin to project through the bolt face and strike the primer, causing the out-of-battery discharge.

Finally, Mr. Hatten explained away the Rotes' lawyer's initial "protruding primer" theory. A protruding primer occurs when a primer has not been fully seated in the base of a centerfire cartridge. Mr. Hatten explained that in this event, there is a gap between the primer cup (the part of the primer that the firing pin strikes) and the anvil (the part of the primer inside the cartridge that the cup impacts when hit by the firing pin, causing the primer to actuate). This gap requires greater force to fire a primer than is required if the primer is fully seated, meaning that if the FLB 82 round that fired out-of-battery for Mr. Rote had a protruding primer, it would have been harder for Mr. Rote to have slam fired it simply by closing the bolt on it than if the primer had been fully seated. In effect, this would have provided Mr. Rote a margin of safety that he obviously did not enjoy, indicating that the primer in the round was properly seated.

We also retained Vincent DiRicco, a ballistics expert who spent his career working for the U.S. Army at the Picatinny Arsenal in New Jersey, to evaluate the .50 BMG FLB rounds. Although we were unable to obtain specifications for the manufacture of Argentine ammunition,

Mr. DiRicco visually inspected and measured a sample 1982 round and concluded that it conformed in all respects to other .50 BMG ammunition, including ammunition manufactured in the United States for use by our armed forces.

We next retained a third expert, Dr. Torrence Welch of Rimkus Consulting Group in Atlanta, to translate Mr. Hatten's force calculations into terms understandable by lay people. Dr. Welch holds a Ph.D. in biomechanical engineering from Georgia Institute of Technology and Emory University. We asked Dr. Welch to provide examples of common right-arm motion by an adult male of Mr. Rote's height and weight that require the amount of energy that Mr. Hatten calculated is necessary to fire the primer of a .50 BMG round, the point being to communicate to the Court and the jury a common-sense image of how hard Mr. Rote had to shove the bolt on the Zel Custom Tactilite 1 to cause an out-of-battery discharge. Dr. Welch concluded that the amount of force necessary to have fired the primer of the .50 BMG round in the Tactilite I was similar to that required for Mr. Rote to have engaged in push-up exercises or to carry a queen or king-sized memory foam mattress alone or a sectional couch with the assistance of a partner. In other words, "Mr. Rote would have been capable of producing such a force with his right arm,

and likely produced similar or larger arm forces while working for his household moving company.” Mr. Powell concurred in Dr. Welch’s conclusions.

Finally, we engaged Julie Appel, a Spanish teacher in Columbus, Ohio, to translate the 237-page decision of the Argentine appeals court in the Menem case. This decision establishes that Menem and his cronies transferred .50 BMG ammunition from DGFMA or the Argentine armed forces to Croatia in 1994-95, in violation Argentine law because Croatia was then engaged in its war with the former Yugoslavia.

Mr. Brendzel produced two expert witnesses: Michael Shain, who runs a company called AIMPRO Tactical, described in an on-line blog as “the worst company EVER!!!”; and Seth Bredbury of Kincaid Consulting, an engineering firm. Both of these gentlemen criticized the Argentine .50 BMG ammunition because it was manufactured to Argentina’s military specifications rather than to the specifications of the Sporting Arms and Ammunition Manufacturers’ Institute, Inc. (“SAAMI”) in the United States and/or the American National Standards Institute (“ANSI”). This is hardly a revelation, given that the ammunition was manufactured in Argentina for use by the Argentine armed forces in .50 M2 Browning machine guns, not sporting rifles in the United States. They also criticized Messrs. Grimm and Rote for

using what they described as “surplus” military ammunition in the Zel Custom Tactilite 1, contrary to the warnings and instructions in Mr. Brendzel’s operator’s manual that accompanied the rifle. Neither of them explained how the accident would not have occurred if Grimm had supplied current, United States manufactured ammunition rather than the Argentine ammunition, or how the Argentine ammunition was “unsafe.” They both acknowledged that Mr. Rote’s handling of the weapon caused or contributed to the accident; Mr. Bredbury went so far as to say that “[i]t would also not have occurred even with military surplus ammunition if Troy Rote had not slammed the bolt forward.”

It transpired that Mr. Brendzel had sold his business to one of his suppliers, McCutchen Firearms, that manufactured components for his rifle. McCutchen undertook to manufacture the rifle with some improvements and Brendzel agreed to market it. They now promote the “improved” product to the marketplace as having resolved issues that had been the source of customer complaints, including the floating bolt that permitted the slam-fire that Troy Rote experienced. Following further discovery, we learned that Brendzel had asked a young engineer at McCutchen to think about how to resolve the bolt problem and the engineer had sketched a fix on the back of an envelope, eviscerating Brendzel’s claim that he had done everything possible

to make the gun safe. This suggests that firearms should be designed by engineers rather than stockbrokers.

In due course, each of the defendants (with the exception of Ammoman) filed a motion for summary judgment, asserting that there were no factual disputes that required a trial. While these motions were pending, the defendants other than DGFM (again with the exception of Ammoman) settled the Rotes' claims for payments in undisclosed amounts, leaving only DGFM's motion for summary judgment for the Court to decide. On April 12, 2019 – almost eight years after Rote's accident – the Court decided DGFM's motion for summary judgment in DGFM's favor. The Court described the case as involving “the sort of fact pattern one might expect to find in a law school exam.” The Court agreed with DGFM that its ammunition had not been made or intended for commercial use or placed into commerce by the Government of Argentina, and therefore that DGFM was not a “manufacturer” of a “product” under the governing statute, the Ohio products liability law, because of how the ammunition ended up on the market in the United States. The Court allowed the Rotes to pursue their claim against Ammoman if they could find an independent basis on which to do so. The Rotes elected to abandon it, and the case finally ended, almost six years after it began.

P.S.: Federal courts in the United States generally apply what is known as the “American Rule” with regard to the allocation of attorney’s fees and expenses in litigation, meaning that each party bears his or her own unless a statute or extraordinary circumstances permit otherwise. This is in contrast to the “English Rule,” where the loser pays everyone’s fees and expenses, a significant deterrent to civil litigation that has often been advocated in the United States. In this instance, DGFM’s legal fees and expenses exceeded \$1 million even at Cincinnati rates, which is explained by the fact that the case lasted six years and involved an interim trip to the U.S. Court of Appeals and an application for review by the U.S. Supreme Court as well as the employment of seven experts. Out of all of this, DGFM was able to obtain an award of slightly more than \$6,000 from the Rotes, representing its court costs and court reporter’s fees.