

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

AMERICAN LIFE INSURANCE)	
COMPANY,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 98-401 (KAJ)
)	
CARLOS D. PARRA, et al.,)	
)	
Defendants.)	

MEMORANDUM OPINION

Stephen E. Jenkins, Esq., Regina A. Iorii, Esq., and Joseph C. Handlon, Esq., Ashby & Geddes, 222 Delaware Avenue, 17th Floor, P.O. Box 1150, Wilmington, Delaware, 19899, counsel for plaintiff.

Mark Minuti, Esq., Saul Ewing LLP, 222 Delaware Avenue, Suite 1200, P.O. Box 1266, Wilmington, Delaware, 19899, counsel for defendants.

December 22, 2003
Wilmington, Delaware

JORDAN, District Judge

I. INTRODUCTION

Presently before me is a Motion to Clarify this court's Orders of July 2, 2003 and October 17, 2003, filed by plaintiff American Life Insurance Company ("ALICO"). (Docket Item ["D.I."] 297.) Also before me is a Cross-Motion for an Order to the Clerk to Issue Writs of Execution and Attachment *Fieri Facias* and Restraining Notices, filed by defendant Carlos D. Parra ("Parra"). (D.I. 300.) For the reasons that follow, ALICO's Motion will be granted in part and denied in part and Parra's Cross-Motion will be denied.

II. BACKGROUND

The procedural and factual background of this case is fully set forth in prior opinions of this court. See *Am. Life Ins. Co. v. Parra*, 269 F. Supp. 2d 519 (D. Del. 2003), *reconsideration denied*, 2003 U.S. Dist. LEXIS 18679 (D. Del. Oct. 17, 2003) (confirming arbitration award) (*Parra III*); *Am. Life Ins. Co. v. Parra*, 187 F. Supp. 2d 203 (D. Del. 2002), *aff'd*, 2002 U.S. App. LEXIS 23404 (3d Cir. Oct. 29, 2002) (ordering Parra to return amount of General Release to ALICO as set off against any damage award) (*Parra II*); *Am. Life Ins. Co. v. Parra*, 63 F. Supp. 2d 480 (D. Del. 1999) (judgment as a matter of law proper on issue of duress) (*Parra I*).

On November 26, 2003, ALICO filed, pursuant to Federal Rule of Civil Procedure 60(b)(6), its Motion to Clarify my previous Orders of July 2, 2003 and October 17, 2003.¹

¹Federal Rule of Civil Procedure 60(b)(6) allows the court to relieve a party from "a final judgment, order or proceeding for ... any ... reason justifying relief from the operation of the judgment." Fed. R. Civ. P. 60(b)(6) (2003); see also *Reform Party of Allegheny County v. Allegheny County Dept. Of Elections*, 174 F.3d 305, 311 (3d Cir. 1999) (motions under Rule 60(b)(6) are granted "only in cases evidencing extraordinary

(D.I. 297.) Parra filed its Cross-Motion seeking Writs of Execution on December 11, 2003. (D.I. 300.)

III. STANDARD OF REVIEW

A district court should grant a motion for reconsideration which alters, amends, or offers relief from a judgment when: (1) there has been an intervening change in the controlling law; (2) there is newly discovered evidence which was not available to the moving party at the time of judgment; or (3) there is a need to correct a legal or factual error which has resulted in a manifest injustice. See *Max's Seafood Cafe by Lou-Ann, Inc. v. Quinteros*, 176 F.3d 669, 677 (3d Cir. 1999) (citation omitted).

IV. DISCUSSION

On May 24, 2002, an arbitration panel awarded Parra \$3,750,000.00 for all of the losses it suffered as a result of ALICO's unlawful conduct, to be paid by ALICO within 30 days. (D.I. 302, Exh. 1 at 16, 17.) The arbitration panel also stated that "[p]ost judgment interest, at the Delaware statutory rate compounded weekly, shall commence on the thirty-first (31) day following the date of this Award. This Award is dated the 24th day of May 2002." (*Id.* at 17.) On July 2, 2003, I confirmed the arbitration panel's Award and ordered that "[t]he release consideration ALICO paid to Parra for executing the October 1, 1994 General Release, a sum of \$127,292.30, plus interest thereon from October 1, 1994 at the statutory rate provided in 28 U.S.C. § 1961 to the date of this

circumstances"). Because ALICO has not made a showing of extraordinary circumstances, I will consider its Motion to Clarify as a Motion for Reconsideration, pursuant to Local Rule 7.1.5.

Order [July 2, 2003], shall be set-off against the payment of the arbitration award from ALICO to Parra.” (D.I. 302, Exh. 4 at 15.) To date, ALICO has not paid any portion of the Award to Parra.

ALICO argues that accrual of interest under the Award is contingent upon “the entry of a judgment,” (D.I. 298 at 6), and because it believes that “a judgment has not yet been entered in this case,” (*id.* at 5 n.5), post-judgment interest has not yet begun to accrue under a literal interpretation of the Award (*id.* at 6). In response, Parra argues that when the arbitration panel awarded post-judgment interest, it meant for that to be interpreted as post-Award interest, and thus, interest has been accruing on the Award since June 24, 2002. (D.I. 301 at 15.) Since neither party’s position is correct,² I will grant ALICO’s Motion only for the limited purpose of providing the following explanation to the parties. In all other respects, ALICO’s Motion will be denied.

As I stated previously, “when recognition or execution of [an Award] is sought in the United States it must be confirmed by court order to acquire the status of a ‘final judicial judgment.’” *Parra III*, 269 F. Supp. 2d at 524 (citing *Florasynth, Inc. v. Pickholz*, 750 F.2d 171, 176 (2d Cir. 1984) (“The confirmation of an arbitration award is a summary proceeding that merely makes what is already a final arbitration award a judgment of the court.”)). Because I confirmed the arbitration panel’s Award in a July 2, 2003 Order, the arbitration panel’s Award effectively became a judgment of this court on that date.

²In this respect, it might be said that error will occur if the court does not provide further clarification.

It is now up to the parties to calculate the proper sum that is due to Parra under that judgment, with the following guidance. First, post-judgment interest, as defined in the Award, began accruing on July 2, 2003. Second, the parties must provide the court with detailed calculations of interest on both the Award, plus interest, and the set-off amount, plus interest. Website print-outs of historical discount rates and federal statutory interest rates will not suffice, nor will calculations of weekly and yearly compound interest performed on the Internet. (See, e.g., D.I. 299, Exhs. 2, 3; D.I. 302, Exhs. 17, 18.) Because Parra calculated the amount of the Award, plus interest, from June 24, 2002, its Cross-Motion seeking Writs of Execution (D.I. 300) will be denied without prejudice.

An appropriate Order will issue.

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ORDER

In accordance with the Memorandum Opinion issued in this matter today, it is hereby ORDERED that:

1. ALICO's Motion to Clarify (D.I. 297) is GRANTED to the extent that the court clarifies that judgment was effectively entered on July 2, 2003. In all other respects, ALICO's Motion to Clarify is DENIED.
2. Parra's Cross-Motion for Writs of Execution (D.I. 300) is DENIED without prejudice.

Kent A. Jordan
UNITED STATES DISTRICT JUDGE

December 22, 2003
Wilmington, Delaware