

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 ORDER

On December 22, 2003, I issued a Memorandum Opinion and Order to clarify that the May 24, 2002 arbitration Award (the "Award") in this case effectively became a judgment of the court on July 2, 2003, and directed the parties to calculate the amount of the Award, plus interest, that plaintiff now owes defendants. (D.I. 304, 305.) On January 7, 2004, plaintiff moved the court, pursuant to Federal Rule of Civil Procedure 67, for an order authorizing the deposit of the "agreed-upon amount" of the Award into an interest-bearing account maintained by the Clerk of this court in order to cease the accrual and weekly compounding of interest (the "Plaintiff's Motion"). (D.I. 307.) Plaintiff's Motion will be denied without prejudice. On January 8, 2004, defendants filed a Motion for Reconsideration of my December 22, 2003 Order (the "Defendants' Motion"). (D.I. 308.) Defendants' Motion will be denied.

Defendants argue that I misinterpreted the arbitration panel's use of the phrase "post-judgment" in the Award. (D.I. 308 at 6.) There is no real dispute that "post-judgment" means "after judgment," and, as I have explained twice before, "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.’” See *Florasynt, 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 final judgment of the court.”)). Judgment was effectively entered when I confirmed the Award on July 2, 2003, and, in accordance with the plain language of the Award, interest began to accrue after that time.¹ Contrary to defendants’ assertions, (D.I. 311 at 7), this interpretation does not impermissibly modify the Award, but adheres to it faithfully. Defendants have pointed to nothing that would warrant reconsideration of my December 22, 2003 Order.²

This is the third motion for reconsideration I have received from the parties concerning the Award. The repetitive filing of motions for reconsideration is improperly delaying a final resolution of this matter.³ Should either party file another motion seeking reconsideration or clarification of any of my Orders pertaining to the Award, that party should be on notice that it may be subject to sanctions, under 28 U.S.C. § 1927,

¹The Award states, in pertinent part, “[p]ost judgment interest, at the Delaware statutory rate compounded weekly, shall commence on the thirty first [] day following the date of this Award.” (D.I. 310, Exh. 2 at 17.)

²A 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. *Max’s Seafood Café by Lou-Ann, Inc. v. Quinteros*, 176 F.3d 669, 677 (3d Cir. 1999) (citation omitted).

³The Award was rendered nearly a year and a half ago, and this week is the five-year anniversary of the jury trial in this matter.

for unreasonably multiplying the proceedings in this litigation.⁴ The parties have all avenues of appeal open to them in the Third Circuit.

Defendants' Motion demonstrates that the parties have not, in fact, agreed upon the amount of the Award. If the parties cannot reach an agreement within thirty days from the date of this Order, plaintiff may renew its request to deposit the Award into an interest-bearing account maintained by the Clerk of this court. Therefore, it is hereby ORDERED that Plaintiff's Motion (D.I. 307) is DENIED without prejudice and that Defendants' Motion (D.I. 308) is DENIED.

Kent A. Jordan
UNITED STATES DISTRICT JUDGE

Wilmington, Delaware
January 14, 2004

⁴“Any attorney...who so multiplies the proceedings in any case unreasonably and vexatiously may be required by the court to satisfy personally the excess costs, expenses, and attorneys' fees reasonably incurred because of such conduct.” 28 U.S.C. § 1927 (2003).