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6 Attorneys for HAROLD L. BOSTICK, Plaintiff

8 UNITED STATES DISTRICT COURT  
 9 CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES

11 HAROLD L. BOSTICK,	)	Case No. 2:04 CV-9210 VBF (PLAx)
12 Plaintiff,	)	
13 vs.	)	Honorable Valerie Baker Fairbank
14 ATLANTIC MUTUAL INSURANCE	)	Courtroom 9
COMPANY,	)	<b>JUDGMENT</b>
15 Defendant.	)	Complaint Filed: 9/1/04
_____	)	Trial Date: 11/5/08

17 This action came regularly for trial on November 5, 2008, in Courtroom 9 of the  
 18 Central District of California, Los Angeles, United States District Court, the Honorable  
 19 Valerie Baker Fairbank, Judge presiding; the Plaintiff Harold Leon Bostick appearing  
 20 by attorneys Steven C. Smith and William D. Chapman of Smith, Chapman &  
 21 Campbell, Plaintiff Flex Equipment Company, Inc. appearing by attorney James Kristy,  
 22 of The Law Offices of James Kristy, Defendant Atlantic Mutual Insurance Company  
 23 appearing by attorneys Gary Selvin and Curtis Ogilvie of Selvin Wraith Halman LLP.

24 A jury of nine was regularly impaneled and sworn. Witnesses were sworn and  
 25 testified. With respect to the Bostick case (CV04-9210), the trial was bifurcated with  
 26 respect to liability and damages. After hearing the evidence and arguments of counsel,  
 27 the jury was duly instructed by the Court and the cause was submitted to the jury with  
 28 directions to return a verdict on special issues on the liability phase. The jury

1 deliberated and thereafter returned into court with its verdict which consisted of the  
2 special issues submitted to the jury and the answers given thereto by the jury, which  
3 was in words and figures as follows, to wit:

4 We, the jury in the above-entitled action, find the following Special Verdict on  
5 the questions submitted to us:

6 Question No. 1: Did Atlantic Mutual Insurance Company breach the duty of good  
7 faith and fair dealing it owed to Flex Equipment Company, Inc.?

8 Answer "yes" or "no."


9 Answer: Yes.

10 After the verdict was returned, evidence was heard on the issue of damages. The  
11 Court granted a Rule 50 Motion for Judgment as a Matter of Law against Bostick on  
12 the limited issue of attorneys' fees on the bad faith claim. The Court also ruled that any  
13 credit to which Atlantic Mutual was entitled for payments made to Bostick would be  
14 reduced from the interest, not the principal. Bostick and Atlantic Mutual agreed, in  
15 consideration of the Court's rulings, the excess verdict with interest, and applying all  
16 credits, totaled \$9,821,719 (the "excess verdict"). The parties further agreed that there  
17 were no further issues of fact, that the matter need not be submitted to the jury, and that  
18 judgment could enter forthwith in the amount of the excess verdict.

19 IT IS JUDGED, AND DECREED:

20 That judgment should be entered in favor of Plaintiff Leon Bostick and against  
21 Atlantic Mutual Insurance Company in the amount of \$9,821,719.00, plus costs of  
22 \$\_\_\_\_\_. Interest shall accrue at the legal rate from November 19, 2008.

23  
24  
25 DATED: December 1, 2008

  
Honorable Valerie Baker Fairbank  
Judge of the United States District Court

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