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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

THEE AGUILLA, INC, a ) Case No. 2:19-cv-01621-PSG (RAOx)  
California Corporation; HENRY )  
AGUILLA, an individual, )  
) ~~PROPOSED~~ FINAL JUDGMENT  
Plaintiff, )  
)  
v. )  
) Complaint filed: March 5, 2020  
PENN-STAR INSURANCE ) Trial: August 17, 2021  
COMPANY and DOES 1 to 10, )  
inclusive, )  
)  
Defendants. )  
\_\_\_\_\_ )

On August 5, 2021, Defendant Penn-Star Insurance Company (Penn-Star) filed its acceptance of Plaintiffs' California Code of Civil Procedure §998 Offer to compromise. Although the terms of that offer provide that Penn-Star pay Plaintiff Henry Aguila \$1,995,000.00 in exchange for a standard release and dismissal (each party to pay its own costs and fees), Defendant, through its counsel James Lemieux and Andres Hurwitz requested at the pretrial conference in this Court on August 9, 2021 that judgment be entered against Penn-Starr upon the terms of the accepted C.C.P. §998 Offer as would be a traditional C.C.P. §998. Plaintiffs, through their

1 counsel John Fitzpatrick Vannucci and Julie Nong, did not object to this suggestion  
2 and the Court agreed to enter Judgment and vacated the jury trial of this matter. As  
3 such, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that final  
4 judgment is entered in favor of Plaintiffs Henry Aguila and Thee Aguila, Inc. and  
5 against Defendant Penn-Starr Insurance Company in the amount of one million nine  
6 hundred ninety-five thousand dollars (\$1,995,000.00) each party to bear its own costs  
7 and fees.

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10 IT IS SO ORDERED.

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12 Dated: 8/17/21



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15 Hon. Phillip S. Gutierrez,  
United States District Court Judge