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4	SUPERIOR COUR	T OF WASHINGTON
5	FOR KIN	G COUNTY
6	SPOKEO, INC.,	
7	Plaintiff,	No. 16-2-07970-9 SEA
8	VS.	JUDGMENT
9	WHITEPAGES, INC.,	
10	Defendant.	
11		
12	I. JUDGMENT SU	JMMARY (RCW 4.64.030)
13 14	1. Judgment Creditor	Whitepages, Inc.
14	2. Attorneys for Judgment Creditor	Timothy G. Leyh,
16		Tyler L. Farmer, Kristin E. Ballinger, of
17		Harrigan Leyh Farmer & Thomsen LLP
18	3. Judgment Debtor	Spokeo, Inc.
19	4. Principal Judgment Amount	\$18,003.06
20	5. Prejudgment Interest to Date of	\$0.00
21	Judgment on Principal Judgment Amount	
22	6. Total Reasonable Costs and	\$2,136,030.95
23	Attorneys' Fees	
24	7. TOTAL JUDGMENT AMOUNT	\$2,154,034.01
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26		
28	JUDGMENT - 1	

8. Postjudgment Interest Rate on \$18,003.06 Principal Judgment Amount

9. Postjudgment Interest Rate on \$2,136.030.95 Total Reasonable Costs and Attorneys' Fees

18% Per Annum

12% Per Annum

П. PROCEEDINGS

This matter was tried by a jury of 12 from January 16, 2018, to February 15, 2018, Judge John R. Ruhl presiding. Plaintiff/counter-defendant Spokeo, Inc., appeared through its general counsel, Jason Matthes, and through its attorneys of record, William Walsh, Karl Neumann, and Anusha Jones of Cozen O'Connor. Defendant/counterclaimant Whitepages, Inc., appeared through its general counsel, Kelly Schmitt, and its attorneys of record, Timothy G. Leyh, Tyler L. Farmer, and Kristin E. Ballinger of Harrigan Leyh Farmer & Thomsen LLP.

On February 22, 2018, the jury returned a verdict (Dkt. 353A) in favor of Whitepages on Spokeo's claims for breach of contract, negligent misrepresentation, and fraud; in favor of Spokeo on Spokeo's claim for violation of the Consumer Protection Act; and in favor of Whitepages on Whitepages' counterclaim for breach of contract. The jury's verdict included an award of damages in the amount of \$18,003.06 in favor of Whitepages on its counterclaim.

By orders filed on August 2, 2018, the court entered an Order Granting 19 Whitepages' Renewed Motion for Judgment as a Matter of Law on Spokeo's Consumer 20 Protection Act Claim (Dkt. 407); an Order Granting Whitepages' Motion for Award of 21 Attorneys' Fees and Costs, awarding Whitepages \$2,136,030.95, comprising 22 \$1,884,687.60 in fees and \$251,343.35 in costs (Dkt. 408); an Order Denying Spokeo's 23 Motion for Attorneys' Fees, Costs and Treble Damages (Dkt. 409); and an Order 24 Denying Spokeo's Motion for a New Trial (Dkt. 410). 25

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The jury's verdict (Dkt. 353A) awards Whitepages the sum of \$18,003.06 as damages on Whitepages' counterclaim. That sum is equal to six months of interest accruing upon the sum of \$200,034.16 at the rate of 1.5% per month (\$200,034.00 X 6 months X 1.5%/month = \$18,003.06). Although Spokeo argues that "the jury should never have been given the issue of Whitepages' counterclaim" (*See* Spokeo's Motion for New Trial, Dkt. 373B at 12-13), neither party has raised a factual challenge regarding the method of calculation or the mathematical accuracy of the \$18,003.06 verdict amount, and Spokeo appears to have conceded at trial that if interest is awarded, the total of accrued interest is \$18,000 (VRP at 2779).

Whitepages asserts, and the court finds and concludes that the \$18,003.06 jury verdict amount constitutes prejudgment interest on the late-paid invoice (*See* Trial Exhibits 357 and 729) that was the subject of Whitepages' counterclaim, and that Whitepages is not entitled to collect additional prejudgment interest with respect to the \$18,003.06 sum.

Both parties have submitted proposed judgments that include two separate postjudgment interest rates: 18% per annum on that portion of the Total Judgment Amount comprising the verdict amount (\$18,003.06), and 12% per annum on that portion of the total judgment amount comprising attorneys' fees and costs (\$2,136.030.95). The court will set the post-judgment interest rates as proposed. *See Xebek, Inc. v. Nickum & Spaulding Associates, Inc.*, 43 Wn. App. 740, 743, 718 P.2d 851 (1986).

Consistent with the jury's verdict and the court's orders described above, the court enters final judgment in this matter as follows.

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1	III. JUDGMENT	
2	1. Spokeo, Inc.'s First Cause of Action (Breach of Contract) is	
3	DISMISSED, with prejudice.	
4	2. Spokeo, Inc.'s Second Cause of Action (Breach of Implied Duty of	
5	Good Faith and Fair Dealing) is DISMISSED , with prejudice.	
6	3. Spokeo, Inc.'s Third Cause of Action (Violation of Consumer Protection	
7	Act, Chap. 19.86 RCW) is DISMISSED , with prejudice.	
8	4. Spokeo, Inc.'s Fourth Cause of Action (Negligent Misrepresentation) is	
9	DISMISSED , with prejudice.	
10	5. Spokeo, Inc.'s Fifth Cause of Action (Fraudulent Inducement) is	
11	DISMISSED , with prejudice.	
12	6. Spokeo, Inc.'s request for injunctive relief is DISMISSED , with	
13	prejudice.	
14	7. Whitepages, Inc.'s counterclaim (Dkt. 9) is GRANTED to the extent	
15	indicated in the jury's verdict, and Whitepages, Inc. is awarded judgment against	
16	Spokeo, Inc. in the Principal Judgment Amount of \$18,003.06 on the counterclaim.	
17	The \$18,003.06 Principal Judgment Amount shall accrue post-judgment interest at the	
18	simple interest rate of eighteen (18) percent per annum from the judgment date until	
19	paid.	
20	8. Whitepages also is awarded judgment against Spokeo, Inc., in the	
21	amount of \$2,136,030.95, comprising \$1,884,687.60 in fees and \$251,343.35 in costs.	
22	The \$2,136,030.95 portion of the judgment amount shall accrue post-judgment interest	
23	at the simple interest rate of twelve (12) percent per annum from the judgment date	
24	until paid.	
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28	JUDGMENT - 4	

1	9. Except to the extent reflected in this Judgment, both parties' requests for
2	legal or equitable relief are DISMISSED , with prejudice.
3	Date: August 23, 2018.
4	s/ John R. Ruhl
5	John R. Ruhl, Judge
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28	JUDGMENT - 5

King County Superior Court Judicial Electronic Signature Page

Case Number: 16-2-07970-9 Case Title: SPOKEO INC VS WHITEPAGES INC

Document Title: ORDER -JUDGMENT

 Signed by:
 John Ruhl

 Date:
 8/23/2018 1:12:21 PM

John R Rud

Judge/Commissioner: John Ruhl

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