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SUPERIOR COURT OF WASHINGTON  
FOR KING COUNTY

SPOKEO, INC.,

Plaintiff,

vs.

WHITEPAGES, INC.,

Defendant.

No. 16-2-07970-9 SEA

JUDGMENT

**I. JUDGMENT SUMMARY (RCW 4.64.030)**

- |  |  |
|--|--|
| 1. Judgment Creditor   | Whitepages, Inc.   |
| 2. Attorneys for Judgment Creditor   | Timothy G. Leyh,<br>Tyler L. Farmer,<br>Kristin E. Ballinger, of<br>Harrigan Leyh Farmer & Thomsen LLP |
| 3. Judgment Debtor   | Spokeo, Inc.   |
| 4. Principal Judgment Amount   | \$18,003.06  |
| 5. Prejudgment Interest to Date of<br>Judgment on Principal Judgment<br>Amount | \$0.00   |
| 6. Total Reasonable Costs and<br>Attorneys' Fees                               | \$2,136,030.95   |
| 7. TOTAL JUDGMENT AMOUNT   | \$2,154,034.01   |



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

10 Whitepages asserts, and the court finds and concludes that the \$18,003.06 jury  
11 verdict amount constitutes prejudgment interest on the late-paid invoice (*See* Trial  
12 Exhibits 357 and 729) that was the subject of Whitepages' counterclaim, and that  
13 Whitepages is not entitled to collect additional prejudgment interest with respect to the  
14 \$18,003.06 sum.

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

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

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### III. JUDGMENT

1. Spokeo, Inc.’s First Cause of Action (Breach of Contract) is **DISMISSED**, with prejudice.

2. Spokeo, Inc.’s Second Cause of Action (Breach of Implied Duty of Good Faith and Fair Dealing) is **DISMISSED**, with prejudice.

3. Spokeo, Inc.’s Third Cause of Action (Violation of Consumer Protection Act, Chap. 19.86 RCW) is **DISMISSED**, with prejudice.

4. Spokeo, Inc.’s Fourth Cause of Action (Negligent Misrepresentation) is **DISMISSED**, with prejudice.

5. Spokeo, Inc.’s Fifth Cause of Action (Fraudulent Inducement) is **DISMISSED**, with prejudice.

6. Spokeo, Inc.’s request for injunctive relief is **DISMISSED**, with prejudice.

7. Whitepages, Inc.’s counterclaim (Dkt. 9) is **GRANTED** to the extent indicated in the jury’s verdict, and Whitepages, Inc. is awarded judgment against Spokeo, Inc. in the Principal Judgment Amount of **\$18,003.06** on the counterclaim. The \$18,003.06 Principal Judgment Amount shall accrue post-judgment interest at the simple interest rate of **eighteen (18) percent per annum** from the judgment date until paid.

8. Whitepages also is awarded judgment against Spokeo, Inc., in the amount of **\$2,136,030.95**, comprising **\$1,884,687.60** in fees and **\$251,343.35** in costs. The \$2,136,030.95 portion of the judgment amount shall accrue post-judgment interest at the simple interest rate of **twelve (12) percent per annum** from the judgment date until paid.



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



Judge/Commissioner: John Ruhl

This document is signed in accordance with the provisions in GR 30.

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