

1
2
3
4
5 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

6
7 WF CAPITAL, INC.,

8 Plaintiff,

9 v.

10 WILLIAM J. BARKETT and LISA
BARKETT,

11 Defendants.

Cause No. C10-0524RSL

RENEWAL OF JUDGMENT

12
13 This matter comes before the Court on “Plaintiff’s Motion for Renewal of Judgment.”
14 Dkt. # 57. Under Washington law, an application for an order granting an additional ten years
15 during which to execute on a judgment “shall be granted as a matter of right, subject to review
16 only for timeliness, factual issues of full or partial satisfaction, or errors in calculating the
17 judgment summary amounts.” RCW 6.17.020(3). Having reviewed the submissions of the
18 parties and the remainder of the record, the Court finds as follows:
19

20 (1) The motion was timely filed within ninety days before the expiration of the original
21 ten-year period.

22 (2) Defendants argue that the judgment was fully satisfied by the sale of property that had
23 been held as collateral for the loans at issue. That property, however, provided collateral for a
24 number of loans, and there is no indication that WF Capital or its successor ever foreclosed on
25

26
27
28 RENEWAL OF JUDGMENT - 1

1 the deeds of trust at issue in this litigation.¹

2 (3) Defendants’ arguments regarding the application and effect of California law were
3 rejected when the Court determined that Washington law governs this action. Dkt. # 25 at 3-6.
4 That determination will not be reconsidered at this late date.
5

6 (4) Plaintiff’s proposed summary of the judgment amounts is incorrect. At the summary
7 judgment stage, plaintiff sought “entry of judgment in the amount of \$14,416,784.68, together
8 with interest through the date of judgment and all reasonable fees and costs incurred in WF
9 Capital’s collection and enforcement of the obligations evidenced in the Guarantees.” Dkt. # 8 at
10 7. The requested amount included pre-judgment interest through April 20, 2010 at \$1,653.87 per
11 day for the first two loans, combined, and \$98.65 per day for the third loan. Judgment was
12 entered on August 3, 2010, and plaintiff is therefore entitled to an additional \$182,262.08 in pre-
13 judgment interest. Plaintiff did not, however, seek an award of post-judgment interest at the
14 alleged contractual rate of 36% and did not obtain a judgment adopting that rate. *See* RCW
15 4.56.110(1). Plaintiff cannot now seek to amend the judgment under the guise of the renewal
16 statute. It is entitled to post-judgment interest at the maximum statutory rate of 12%. *See* RCW
17 19.52.020(1).
18
19

20 (5) Plaintiff shall, within three days of the date of this Order, submit the filing fee
21 required by RCW 6.17.020(3).
22
23
24

25 ¹ As described in the summary judgment order, one or both defendants guaranteed payment of
26 three separate loans, with WF Capital as the payee. The first loan, dated April 16, 2007, was for \$9.75
27 million. The second, dated February 5, 2008, was for \$1.15 million. And the third, dated September 30,
2008, was for \$650,000. Dkt. # 25 at 1-2.

1 For all of the foregoing reasons, plaintiff's motion to renew the judgment is GRANTED
2 in part and DENIED in part. Once the filing fee required in paragraph 5, above, has been paid,
3 the Clerk of Court shall issue a renewed judgment in the above-captioned matter as summarized
4 herein.

5
6 Judgment Creditor: WF Capital, Inc.

7 Judgment Creditor's Attorneys: Christopher Wyant, K&L Gates, LLP

8 Judgment Debtors: William J. Barkett and Lisa Barkett

9 Amount of Original Judgment (including pre-judgment interest): \$14,599,046.76

10 Amount of Attorney's Fees and Costs Awarded on 9/17/2010: \$25,113.50

11 Recoverable Costs Incurred Seeking Renewal: \$400

12 Total Amount of Renewed Judgment: \$14,624,560.26

13 Post-Judgment Interest Rate: 12%

14 Execution on the Renewed Judgment Authorized Until: August 3, 2030

15
16
17 Dated this 19th day of August, 2020.

18 

19 _____
20 Robert S. Lasnik
21 United States District Judge