

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

RRW LEGACY MANAGEMENT
GROUP, INC., a Washington corporation,
and ANTOINETTE WALKER, individually
and as a Limited Partner of Argyll Limited
Partnership,

Plaintiffs,

v.

CAMPBELL WALKER,

Defendant.

No. 2:14-cv-00326MJP
(Consolidated with 2:14-cv-1544)

JUDGMENT

CLERK’S ACTION REQUIRED

CAMPBELL INVESTMENT COMPANY,
a Washington corporation,

Plaintiff,

v.

CAMPBELL M. WALKER, a foreign
individual,

Defendant.

JUDGMENT SUMMARY

Judgment Creditor: Campbell Investment Company, Inc. Plaintiff

Judgment Debtor: Campbell M. Walker, Defendant

1	Principal Judgment Amount:	\$4,537,085.00
2	Pre-Judgment Interest at the rate of	
3	5.5% per annum pursuant to	
	RCW 4.56.110 ¹	\$1,734,560.68
4	Total Judgment Amount:	\$6,271,645.68
5	Post-Judgment Interest Rate	0.55%
6	pursuant to 28 U.S.C. § 1961 ²	
7	Attorneys for Judgment Creditor	Randall P. Beighle
	Campbell Investment Company	Andrew G. Yates
8		Lane Powell PC
9		1420 Fifth Avenue, Suite 4200
		Seattle, Washington 98101
10		Malaika M. Eaton
11		McNaul Ebel Nawrot & Helgren PLLC
		600 University Street, Suite 2700
		Seattle, Washington 98101
12	Attorneys for Judgment Debtor	Bradley R. Duncan
13	Campbell Walker:	Josh A. Rataczyk
14		Hillis Clark Martin & Peterson, P.S.
		1221 Second Avenue, Suite 500
		Seattle, Washington 98101

ORDER

In response to the parties’ respective motions for summary judgment, the Court entered an order dated October 9, 2015 (Dkt. 141). That order granted summary judgment in full to Plaintiff RRW Legacy Management Group, Inc. (“RRW”). It also granted RRW’s request to dismiss Defendant Campbell Walker’s counterclaims. Finally, it granted Plaintiff Campbell Investment Company’s (“CIC”) motion for partial summary judgment as to liability on CIC’s breach of fiduciary duty claim against Defendant Campbell Walker.

¹ This amount is calculated assuming that judgment is entered on July 28, 2016. If judgment is entered on a different date, the daily amount that accrues on the portion of the principal judgment on which prejudgment interest runs (\$3,775,966.00) is \$568.98 each day (\$3,775,966.00 x 0.055/365).

² This rate assumes that judgment is entered during the week of July 28, 2016.

1 As described in the Court’s order on summary judgment, the Court grants RRW
2 the following declaratory relief:

3 1. Defendant Campbell Walker was properly removed from his position as
4 General Partner of Argyll Limited Partnership for cause under the Argyll Limited
5 Partnership Agreement Section 7.1, which describes “cause” as “acts of the General
6 Partner ... which constitute larceny, fraud, deceit, willful misconduct or a crime otherwise
7 involving moral turpitude, willful misrepresentation to Partners, or the continued and
8 habitual misuse of alcohol or any use of controlled substances.”

9 2. RRW was properly appointed as the new General Partner of Argyll Limited
10 Partnership under Section 6.1 of the Argyll Limited Partnership Agreement.

11 The remaining aspects of CIC’s state law breach of fiduciary duty claim against
12 Campbell Walker were tried before the Honorable Marsha J. Pechman on October 27 and
13 28, 2015, and January 11, 2016, in the United States District Court for the Western
14 District of Washington. CIC appeared by and through its representative, Antoinette
15 Walker, and was represented by its attorneys of record, Randall P. Beighle and Andrew G.
16 Yates of Lane Powell, PC, and Malaika M. Eaton of McNaul Ebel Nawrot & Helgren
17 PLLC. Defendant Campbell Walker appeared on October 27 and 28, 2015, and was
18 represented by his attorneys of record, Bradley R. Duncan and Josh A. Rataezyk, of Hillis
19 Clark Martin Peterson, P.S. Mr. Walker chose not to appear on January 11, 2016.

20 On January 28, 2016, the Court issued its Findings of Fact and Conclusions of
21 Law (Dkt. 171), holding that Defendant Campbell Walker’s breaches of fiduciary duty
22 caused damages to CIC in the total amount of \$4,537,085.00. Based on the Court’s
23 Findings, this total is made up of the following amounts:

24	(1) Payments to Darshan	\$3,074,224
25	(2) Travel expenses	\$324,857
26	(3) Consulting fees to Robert Walker	\$200,000

(4)	Payments on life insurance policy	\$78,428
(5)	Contract services	\$54,646
(6)	Interest on the line of credit	\$43,811
(7)	Funds diverted from CIC	\$293,147
(8)	Professional fees	\$467,972

Plaintiff CIC is awarded damages in the principal amount of \$4,537,085.00, against Defendant Campbell Walker.

“A party is entitled to prejudgment interest on liquidated claims to compensate them for loss of use on money that is wrongfully withheld by another party.” *TJ Landco, LLC v. Harley C. Douglass, Inc.*, 186 Wn. App. 249, 256, 346 P.3d 777 (2015) (citing *Mall Tool Co. v. Far West Equip. Co.*, 45 Wn.2d 158, 169, 273 P.2d 652 (1954)). Here, CIC is entitled to pre-judgment interest on the amounts included in items (1)–(6) awarded to it as listed above, for a total damage award subject to prejudgment interest of \$3,775,966.00.

Pre-judgment interest in a diversity action based on state law is calculated pursuant to the applicable state rules, thus Washington law applies to this case. *In re Exxon Valdez*, 484 F.3d 1098, 1101 (9th Cir. 2007). Plaintiff CIC is entitled to prejudgment interest because the damage amounts identified above are liquidated and the Court finds that the rate specified in RCW 4.56.110 applies. Pre-judgment interest totals \$1,734,560.68 through July 28, 2016. That amount is made up of the following amounts for each of the damage categories found by the Court to be subject to prejudgment interest as of May 23, 2016:

(1)	Payments to Darshan	\$1,309,385.00
(2)	Travel expenses	\$165,312.00
(3)	Consulting fees to Robert Walker	\$136,430.00
(4)	Payments on life insurance policy	\$48,456.00

- 1 (5) Contract services \$22,139.00
2 (6) Interest on the line of credit \$15,285.00
3

4 The Declaration of William Partin attached to Plaintiffs' notice of presentation of
5 judgment submitted in May 2016 provides the calculation of these amounts. The total
6 amount of interest has been updated through July 28, 2016, using the per diem amount of
7 \$568.98.

8 And the Court being otherwise fully advised herein, now, therefore,

9 HEREBY ORDERS that Plaintiff CIC is awarded judgment against Defendant
10 Campbell Walker in the principal amount of \$4,537,085.00. Additionally, Plaintiff CIC is
11 awarded pre-judgment interest in the amount of \$1,734,560.68, for a total judgment
12 amount of \$6,271,645.68. Post-judgment interest on the judgment sum shall accrue at the
13 rate of 0.55 percent per annum from the date of entry hereof.

14 IT IS SO ORDERED.

15 DATED this 28th day of July, 2016.

16 

17 Marsha J. Pechman
18 United States District Judge

19 Presented by:

20 McNAUL EBEL NAWROT & HELGREN PLLC

21 By: s/Malaika M. Eaton
22 Malaika M. Eaton, WSBA No. 32837
meaton@mcnaul.com

23 600 University Street, Suite 2700
24 Seattle, Washington 98101
25 Telephone (206) 467-1816
26 Facsimile (206) 624-5128

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

LANE POWELL PC

By: s/Randall P. Beighle
Randall P. Beighle WSBA No. 13421
beighler@lanepowell.com
Margaret M. Grega, WSBA No. 46579
gregam@lanepowell.com
Andrew G. Yates, WSBA No. 34239
yatesa@lanepowell.com

1420 Fifth Avenue, Suite 4200
Seattle, Washington 98101
Telephone (206) 223-7000
Facsimile (206) 223-7107