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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 A. H. LUNDBERG ASSOCIATES,
11 INC., et al.,

12 Plaintiffs,

13 v.

14 TSI, INC.,

15 Defendant.

CASE NO. C14-1160JLR

ORDER

16 This order clarifies the court's reasoning for declining to award prejudgment
17 interest to Plaintiffs A. H. Lundberg Associates, Inc., and Lundberg, LLC (collectively,
18 "Lundberg"). (*See* Judgment (Dkt. # 287).) Pursuant to the court's March 30, 2017,
19 order (3/30/17 Order (Dkt. # 281) at 1), Lundberg and Defendant TSI, Inc., submitted
20 proposed judgments for the court's consideration (*see* Lundberg Prop. Judgment (Dkt.
21 # 283); TSI Prop. Judgment (Dkt. # 286)). The parties' proposed judgments were
22 materially identical with one exception: Lundberg asserted that it was entitled to

1 prejudgment interest from the date the jury rendered its verdict until the court entered
2 judgment (Lundberg Prop. Judgment at 2-3), and TSI disagreed (TSI Prop. Judgment;
3 TSI Resp. (Dkt. # 285)).

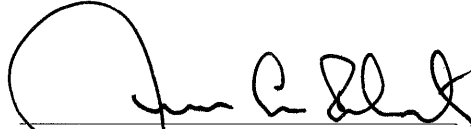
4 The court concluded that Lundberg is not entitled to prejudgment interest. (*See*
5 Judgment (entering TSI's proposed judgment).) Lundberg asked the court to treat the
6 jury's verdict as a liquidated amount and therefore entitled to prejudgment interest. (*See*
7 Lundberg Prop. Judgment at 2-3.)¹ Lundberg relies on *Hadley v. Maxwell*, 84 P.3d 286
8 (Wash. Ct. App. 2004), to support its position. In *Hadley*, the plaintiffs prevailed at trial,
9 the defendant appealed only the jury's liability finding, the Washington Supreme Court
10 reversed and remanded for a new trial only on liability, and the plaintiff again prevailed
11 at trial and recovered the initial jury's damages award. *Id.* at 289-90. The Washington
12 Court of Appeals treated the initial jury's damages award, which the defendant never
13 challenged, as a liquidated sum for purposes of awarding prejudgment interest. *Id.* at
14 290.

15 Based on the unique circumstances of *Hadley*, this court concluded that *Hadley*
16 does not extend to this case. Here, Lundberg and TSI have merely engaged in typical
17 post-trial motions practice. (*See* Dkt.) Furthermore, unlike the defendant in *Hadley*, TSI

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19 ¹ *See also In re Exxon Valdez*, 484 F.3d 1098, 1101 (9th Cir. 2007) (holding that federal
20 courts sitting in diversity apply state law to calculate prejudgment interest); *TJ Landco, LLC v.*
21 *Harley C. Douglass, Inc.*, 346 P.3d 777, 780 (Wash. Ct. App. 2015) ("A party is entitled to
22 prejudgment interest on liquidated claims Trial courts may exercise discretion in the
amount of the award, but must give a reasonable explanation in equity for any deviance from the
standard rate."); *Lakes v. von der Mehden*, 70 P.3d 154, 156 (Wash. Ct. App. 2003)
("[Prejudgment] interest is awardable (1) when the amount claimed is liquidated, or (2) when the
amount claimed is unliquidated but is determinable by computation with reference to a fixed
standard in a contract.").

1 challenged the jury's damages finding. (See JMOL Mot. (Dkt. # 228) at 13-19); *see also*
2 *Coulter v. Asten Grp., Inc.*, 230 P.3d 169, 174 (Wash. Ct. App. 2010) (declining to award
3 prejudgment interest because “[u]nlike *Hadley*, where the resolution was merely a
4 question of apportionment, here there is some uncertainty as to the damages” the plaintiff
5 would receive from the defendant). Accordingly, the court concluded that the verdict is
6 not a liquidated amount and Lundberg is not entitled to prejudgment interest thereon.
7 Because the parties’ proposed judgments were identical in all other material ways, the
8 court entered TSI’s proposed judgment. (See Judgment.)

9 Dated this th 12 day of April, 2017.

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11 JAMES L. ROBERT
12 United States District Judge
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