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6 UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 INGE T. ANDERSON,

9 Plaintiff,

10 v.

11 SCOTT ALAN ANDERSON,

12 Defendant.

NO. C17-0891RSL

ORDER DIRECTING ENTRY OF
PARTIAL JUDGMENT ON
REMAND

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14 This matter comes before the Court on remand from the Ninth Circuit for recalculation of
15 damages. At trial, “[t]he jury accepted [Scott Anderson’s] testimony regarding [Inge
16 Anderson’s] income and the financial support he provided to her from mid-2011 to mid-2019
17 and calculated damages accordingly.” Dkt. # 209 at 5, n.5. The Ninth Circuit found, however,
18 that the jury improperly credited Scott Anderson with amounts attributed to the provision of
19 healthcare benefits and an unpaid judgment for attorney’s fees. Having reviewed the trial
20 transcript, the jury’s verdict, the parties’ appellate submissions, the Ninth Circuit’s decision, and
21 the remainder of the record, the Court finds that reducing the amounts credited to Scott
22 Anderson for healthcare benefits (\$5,976/annum or \$498/month between June 2011 and April
23 2016) and for the attorney’s fee award (\$12,890 in 2017) results in a recalculation of annual
24 damages as follows:
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28 ORDER DIRECTING ENTRY OF
PARTIAL JUDGMENT ON REMAND - 1

1	Year	Revised Income/Credit	Poverty Level	Recalculated Amt. Owed Plaintiff
2	2011	\$7,346	\$10,890	\$0 ¹
3	2012	\$26,816	\$11,170	\$0
4	2013	\$33,708	\$11,490	\$0
5	2014	\$39,554	\$11,670	\$0
6	2015	\$53,197	\$11,770	\$0
7	2016	\$7,020	\$11,880	\$4,860
8	2017	\$4,880	\$12,060	\$7,180
9	2018			\$0
10	2019			\$7,286 ²
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14 The Clerk of Court is directed to enter an independent partial judgment in favor of
15 plaintiff and against defendant on the breach of contract claim in the additional sum of \$9,172,
16 for prejudgment interest of \$21.49 on that amount,³ and for post-judgment interest at the rate of
17 .07% per annum from the date of the independent partial judgment until the amount is paid in
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20 ¹ Scott Anderson was contractually obligated to provide plaintiff with the support necessary to
21 maintain her income at the federal poverty level. His obligation began when he signed the contract in
22 June of that year, and, consistent with the jury's determination, the amount owed has been prorated.

23 ² No error was identified in the amount the jury credited Scott Anderson in 2018 or 2019.

24 ³ Prejudgment interest is calculated at .07% per annum. *See W. Pac. Fisheries, Inc. v. S.S.*
25 *President Grant*, 730 F.2d 1280, 1289 (9th Cir. 1984) (adopting the federal post-judgment interest rate
26 set forth in 28 U.S.C. § 1961(a)); Bd. of Governors of the Fed. Reserve Sys., Selected Interest Rates
27 (Daily) at <https://www.federalreserve.gov/releases/h15/>. Defendant should have paid an additional
28 \$1,992 in the year ending December 31, 2016. That amount has been due and owing for four years,
forty-seven days. The \$7,180 shortfall for 2017 has accrued prejudgment interest for three years, forty-
seven days.

1 full.

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Dated this 16th day of February, 2021.

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Robert S. Lasnik

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Robert S. Lasnik
United States District Judge

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