

Honorable David G. Estudillo

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

NATHEN BARTON,

Plaintiff,

v.
REAL INNOVATION, INC.;
RICHARDSON MARKETING GROUP,
LLC; DERYCK D. RICHARDSON; PETER
REIERSON; and JOHN DOES 1-10,

Defendants.

Case No.: 3:24-CV-05194-DGE

**REAL INNOVATION, INC.
AND PETER REIERSON'S
MOTION FOR DEFAULT
JUDGMENT AGAINST
RICHARDSON MARKETING
GROUP, LLC**

NOTE ON MOTION CALENDAR:
September 3, 2025

MOTION

Cross-Claimants Real Innovation, Inc. and Peter Reierson, by and through their
counsel, Jensen Mauseth of Mauseth Legal, PLLC, (collectively "Real Innovation") hereby
submit this Joint Motion for Default Judgment against Defendant Richardson Marketing
Group, LLC.

1 MEMORANDUM OF AUTHORITIES

2 I. STATEMENT OF FACTS

3 Plaintiff Nathen Barton commenced this action in January 2023. Real Innovation
4 removed the action to this Court on March 8, 2023. Dkt. No. 1. On May 27, 2024, Real
5 Innovation filed an Answer and Crossclaims asserting claims against Richardson Marketing
6 Group, LLC (“RMG”) and Defendant Deryck Richardson. Dkt. No. 12.

7 On June 13, 2024, Plaintiff served the summons and Complaint upon Defendant
8 Richardson Marketing Group, LLC (“RMG”). Dkt. No. 31 at 2.

9 On July 9, 2024, Plaintiff filed his Amended Motion for Entry of Default Against
10 Defendant Richardson Marketing Group, LLC. Dkt. No. 34.

11 On July 17, 2024, the Court issued a Summons to RMG from Real Innovation and
12 Mr. Reiersen. Dkt. No. 36.

13 On July 18, 2024, Real Innovation’s Summons, Answer, and Crossclaims were served
14 on RMG and Mr. Richardson. Dkt. No. 44.

15 On July 23, 2024, RMG and Mr. Richardson filed an Answer to both Plaintiff’s
16 Complaint and Real Innovation’s crossclaims. Dkt. No. 41. However, RMG was not
17 represented by counsel and Mr. Richardson, owner of RMG filed the answer on its behalf
18 *pro se*. Dkt. No. 41.

19 On August 12, 2024, the Court issued its Order on Plaintiff’s Motion to Strike and
20 Motion for Default (the “Order”). Dkt. No. 45. In its Order, the Court noted Mr.
21 Richardson filed the Answer “on behalf of Richardson Marketing Group, LLC.” *Id.* at
22 3:16-18. However, the Court also noted that given Mr. Richardson’s *pro se* status he could
23 not answer on behalf of RMG under Local Civil Rule 83.2(b)(4) because RMG is a
24 business entity and thus must be represented by counsel. *Id.* at 3:19-22. The Court
25 therefore provided Mr. Richardson and RMG until September 17, 2024, to obtain counsel
26 and “to file an answer for Richardson Marketing Group, LLC.” *Id.* at 3:22-4:3.

1 RMG failed to obtain counsel and file an Answer. On September 18, 2024, the Court
2 entered default against RMG as to Plaintiff's claims. Dkt. No. 47.

3 Real Innovation moved for default against RMG and on June 24, 2025, the Court
4 entered an Order of Default against RMG. Dkt. No. 69.

5 **RMG's Indemnification of Real Innovation and Mr. Reierson.**

6 On or around July 24, 2023, RMG signed a Lead Provision Agreement with Real
7 Innovation's chief marketing office Chuck Hoskovec. Dkt. No. 12 at 37:5-7, 43-45.

8 The Notes section of the Lead Provision Agreement states that "All call and leads
9 provided by Richardson Marketing Group are TCPA compliant." *Id.* at 45. The Lead
10 Provision Agreement also provides as follows:

11 **Indemnification.** Each party shall defend, indemnify, and hold harmless
12 the other party and their respective directors, officers, and employees from
13 and against any and all losses, claims, damages (compensatory and
14 punitive), liabilities and expenses, including reasonable costs of
15 investigation and legal counsel fees and disbursements, which may be
imposed upon or incurred by the other party as a result of any breach by the
other party of this Agreement.

16 *Id.* at 43.

17 Real Innovation and Mr. Reierson now seek Default Judgment against RMG for their
18 damages.

19 **II. STATEMENT OF ISSUES**

- 20 1. Should the Court enter default judgment against RMG in favor of Real
21 Innovation, Inc. and Mr. Reierson in the amount of \$49,754.93 for their
22 damages when RMG is in default, Real Innovation and Mr. Reierson
23 alleged a breach of contract, and the contract required RMG to defend,
24 indemnify, and hold Real Innovation and Mr. Reierson harmless from
25 Plaintiff's claims?
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1 **III. EVIDENCE RELIED UPON**

2 This Motion relies on the Declaration of Jensen S. Mauseth (“Mauseth Decl.”), and the
3 records and files on record.

4 **IV. ARGUMENT**

5 **A. The Court Should Enter Default Judgement Awarding Real Innovation
6 and Mr. Reiersen their Attorney’s Fees and Costs.**

7 The Court may enter a default judgment under Federal Rule of Civil Procedure
8 55(b)(1) for an amount certain. Real Innovation and Mr. Reiersen seek damages in the
9 amount of the attorney’s fees and costs paid to defend against Plaintiff’s claims and pursue
10 their own counterclaims against RMG.

11 If the plaintiff’s claims is . . . a sum that can be made certain by
12 computation, the clerk – on the plaintiff’s request, with an affidavit
13 showing the amount due – must enter judgment for that amount and costs
14 against a defendant who has been default for not appearing and who is
neither a minor or incompetent person.

15 Fed. R. Civ. P. 55(b)(1).

16 RMG is neither an infant nor incompetent person. Rather, it is a limited liability
17 company. See Dkt. Nos. 45, 47.

18 Real Innovation and Mr. Reiersen asserted a claim for breach of the Lead Provision
19 Agreement and specifically its indemnification provision. Dkt. No. 12 at 38:25-40:3. Real
20 Innovation and Mr. Reiersen sought recovery of their actual damages including their
21 “attorney’s fees and costs. Dkt. No. 12 at 40:2-3. The Lead Provision Agreement included
22 an attorney’s fee’s provision: “The prevailing party in any dispute arising under or
23 regarding this Agreement shall be entitled to an award of their attorneys’ fees and costs.”
24 Dkt. No. 12 at 44.

25 RMG failed to answer, and the Court held it in default. Dkt. No. 69. Real Innovation
26 and Mr. Reiersen are thus entitled to entry of judgment as to recovery of their attorney’s

1 fees and costs as that is “a sum that can be made certain by computation.” Fed. R. Civ. P.
2 55(b)(1).

3 **B. Legal Standard.**

4 “[A] fee applicant bears the burden of establishing entitlement to an award and
5 documenting the appropriate hours expended and hourly rates.” *Studio 010 Inc. v. Digit.*
6 *Cashflow LLC*, No. 2:20-cv-01018-DGE, 2024 U.S. Dist. LEXIS 95485, *1-2, 2024 WL
7 2748486 (W.D. Wash. May 29, 2024) (quoting *Hensley v. Eckerhart*, 461 U.S. 424, 103 S.
8 Ct. 1933, 76 L. Ed. 2d 40 (1983)). “In the Ninth Circuit, courts undertake a two-step
9 ‘lodestar’ analysis to assess reasonableness.” *Id.* at *2 (internal quotation and citation
10 omitted). “First, courts ‘establish[] a lodestar by multiplying the number of hours
11 reasonably expended on the litigation by a reasonable hourly rate.” *Id.* (quoting *Welch v.*
12 *Metropolitan Life Ins. Co.*, 480 F.3d 942, 945 (9th Cir. 2007)). “Second, and only ‘in rare
13 and exceptional cases, the district court may adjust the lodestar upward or downward using
14 a multiplier based on the facts not subsumed in the initial lodestar calculation.” *Id.*
15 (quoting *Welch*, 480 F.3d at 946).

16 **C. Reasonableness of Hourly Rates.**

17 “In determining a reasonable hourly rate, the district court should be guided by the
18 rate prevailing in the community for similar work performed by attorneys of comparable
19 skill, experience, and reputation.” *Chalmers v. City of Los Angeles*, 796 F.2d 1205, 1210-11
20 (9th Cir. 1986).

21 Mr. Mauseth charged \$325 per hour for his work as an attorney in this case. Ms.
22 Kostov charged \$180 per hour for her work as a paralegal in this case. Mauseth Decl. at
23 ¶¶2, 4-5. These fees are the same, or lower than, the fees charged by legal professionals
24 with similar skills in the Seattle area. *Id.* Additionally, these fees are the same or lower than
25 courts in the Western District of Washington have recently awarded. *Studio 010 Inc.*, 2024
26 U.S. Dist. Lexis 95485 at *3-4 (holding a \$402 average hourly rate reasonable); *Mooney v.*

1 *Roller Bearing Co. of Am., Inc.*, 2023 U.S. Dist. LEXIS 190106, 2023 WL 6979465, at *3-4
 2 (W.D. Wash. Oct. 23, 2023) (approving rates of \$350-400 per hour for an associate with
 3 more than a decade of experience reasonable).

4 **D. Reasonableness of Hours Expended.**

5 “The district court may not uncritically accept a fee request but is obligated to review
 6 the time billed and assess whether it is reasonable in light of the work performed and the
 7 context of the case.” *Studio 010 Inc.*, 2024 U.S. Dist. LEXIS 95485 at *4 (internal quotation
 8 and citation omitted).

9 Real Innovaiton and Mr. Reierson request fees for 150.4 hours billed by Mr. Mauseth
 10 at an hourly rate of \$325 and 0.7 hours billed by Ms. Kostov at an hourly rate of \$180.
 11 Mauseth Decl. at ¶7. Multiplying the reasonable hours expended by the hourly rates
 12 charged by the attorneys, the result is as follows:

13

<u>Legal Professional:</u>	<u>Hours:</u>	<u>Hourly Rate:</u>	<u>Sub-Total</u>
Jensen Mauseth, attorney:	150.4	\$325/hr.	\$48,880.00
Judy Kostov, paralegal:	0.7	\$180/hr.	\$ 126.00
		Total Fees:	\$49,006.00

14 There is a “strong presumption that the lodestar figure – the product of reasonable
 15 hours times a reasonable rate – represents a ‘reasonable’ fee.” *Pa. v. Del. Valley Citizens’*
 16 *Council for Clean Air*, 478 U.S. 546, 565 (1986).
 17

18 **E. Calculation of Costs.**

19 Real Innovation and Mr. Reierson are also entitled to recovery of their costs. Dkt. No.
 20 12 at 44. (“The prevailing party . . . shall be entitled to an award of their . . . costs”). Real
 21 Innovation and Mr. Reierson seek the following costs, which were all required by the
 22 litigation:
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<u>Description:</u>	<u>Amount:</u>
Copies of Deposition Transcript.	\$ 181.95
Service of Process (3rd Attempt on RMG by serving Mr. Richardson at his residence)	\$ 182.75
Service of Process (1 st Attempt on RMG)	\$ 163.00
Service of Process (2nd Attempt on RMG)	\$ 163.09
Postage for certified mail service on RMG.	\$ 8.69
Postage for certified mail service on RMG.	\$ 10.49
PACER Fee for documents from W.D. Wash. re other cases filed by Plaintiff	\$ 9.00
FedEx for service to Plaintiff	\$ 29.96
Total Costs:	\$ 748.93

V. CONCLUSION.

For the foregoing reasons, the Court should (1) grant Plaintiff's motion and (2) enter Default Judgment against RMG and ordering RMG to pay Real Innovation and Mr. Reiersen a total of \$49,754.93 (comprising \$49,006.00 in reasonable attorney's and legal professional fees, and \$748.93 in costs) plus post-judgment interest at the statutory rate.

DATED this 4th day of September 2025.

MAUSETH LEGAL, PLLC

/s/ Jensen S. Mauseth

Jensen S. Mauseth WSBA No. 45546

Mauseth Legal, PLLC

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Lynnwood, WA 98087

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*Attorneys for Defendants Real Innovation, Inc.
and Peter Reiersen.*

CERTIFICATE OF SERVICE

I hereby certify under the penalty of perjury under the laws of the State of Washington that on the date given below, I caused to be served a true and correct copy of the foregoing REAL INNOVATION, INC. AND PETER REIERSON'S JOINT MOTION FOR DEFAULT JUDGMENT AGAINST RICHARDSON MARKETING GROUP, LLC to the following person(s) in the manner indicated below at the following address(es):

Electronic Service Electronic Mail U.S. Mail Hand Delivery

Nathen Barton
4618 NW 11th CIR
Camas, WA 98607
Tel.: (972) 207-5749

Deryck D. Richardson
3260 W. Henderson Rd., Suite 020
Columbus, OH 43220
deryck@richardsonmarketinggroup.net

Richardson Marketing Group, LLC
c/o Deryck D. Richardson
3260 W. Henderson Rd., Suite 020
Columbus, OH 43220

DATED this 3rd day of September 2025, at Lynnwood, Washington.

/s/ Jensen S. Mauseth
Jensen Mauseth