

FILED

2023 NOV -8 PM 1:56

HEIDI PERCY
COUNTY CLERK
SNOHOMISH CO. WASH

23-2-08147-31
DFJG 8
Default Judgment
15565541



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH

HEATHER RIDGE APARTMENTS, LLC
Plaintiff,

vs.

JOSHUA NUETEH BINDA
Defendant(s).

54605.0009

NO. 23-2-08147-31

FINDINGS OF FACT, CONCLUSIONS OF
LAW, ORDER OF DEFAULT AND
DEFAULT JUDGMENT

(Clerk's Action Required)

JUDGMENT SUMMARY

Judgment Creditor: HEATHER RIDGE APARTMENTS, LLC

Judgment Debtor(s): JOSHUA NUETEH BINDA

Principal Judgment Amount: \$10,300.45

Plus Daily Rent of: \$45.00

after November 8, 2023

until possession is restored to plaintiff

Interest on Said Judgment: \$-0-

Attorneys' Fees: Reserved

Costs: \$419.46

Attorney for Judgment Creditor: Puckett & Redford PLLC

Principal Judgment, Attorney's Fees and Costs Shall Bear Interest at 12% Per Annum

THIS MATTER came on for hearing on the motion of the plaintiff for a default judgment against the defendant(s). The motion was supported by the Declaration of one of the attorneys for the plaintiff, the declaration of service of the notice and of the summons and complaint.

The court considered the evidence, and being fully advised, now makes the following:

FINDINGS OF FACT, CONCLUSIONS OF LAW, ORDER OF
DEFAULT & DEFAULT JUDGMENT-1

ORIGINAL

PUCKETT & REDFORD PLLC

901 Fifth Avenue, Suite 8400
SEATTLE, WASHINGTON 98164
TELEPHONE: (206) 386-4800

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

FINDINGS OF FACT

I

Plaintiff has and still does rent to defendant(s) the premises described in the complaint.

II

Defendant(s) took possession of the described premises immediately after tenancy commenced and possession has continued since that time.

III

Defendant(s) owe(s) monthly rent in the sum of \$10,300.45, plus \$45.00 per day after November 8, 2023, until possession is restored to plaintiff.

IV

On September 7, 2023, there was served upon defendant(s) in the manner provided in R.C.W. 59.12.040 a notice to pay rent or vacate the premises. Defendant(s) did not comply within the time period allowed by law and is/are now unlawfully detaining the premises.

V

On October 21, 2023, the defendant(s) was/were served with a copy of the Summons and Complaint for Unlawful Detainer requiring an appearance and answer by October 30, 2023. Defendant(s) failed to appear or answer by the response date and is/are now in default.

From the foregoing Findings of Fact, the court makes the following:

CONCLUSIONS OF LAW

I

The Defendant(s) is/are in default. Jurisdiction and Venue are proper in this court.

II

Judgment should be entered in favor of plaintiff and against defendant(s) for unpaid rent and costs as set forth in the Judgment Summary which the Court has reviewed and finds to be reasonable and issuance of a Writ of Restitution.

JUDGMENT

The court having made and entered its Findings of Fact and Conclusions of Law, NOW, THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I

1 The Clerk of the Court shall issue a Writ of Restitution pursuant to RCW 59.18
2 immediately forthwith, returnable ten (10) days after its date of issuance, directing the
3 Sheriff to remove the defendant(s) and all others from the property and to restore possession
4 of the property described as **HEATHER RIDGE APARTMENTS, 20409 68 TH**
5 **AVENUE WEST, #H-302, LYNNWOOD, SNOHOMISH County, Washington, 98036.**
6 If return is not possible within 10 days, the return on this writ shall be automatically
7 extended for an additional 20-day period. The Writ shall also authorize the Sheriff to break
8 and enter as necessary.

9 II

10 Defendant(s) is/are guilty of unlawful detainer and the tenancy of the defendant(s) in
11 the premises is hereby terminated.

12 III

13 Plaintiff is awarded judgment against defendant(s) as set forth in the Judgment
14 Summary above. These sums shall accrue interest at twelve percent (12%) per annum until
15 paid.

16 IV

17 Defendant(s) shall not be allowed back in the rental premises, or any part of the
18 property that the rental premises is a part thereof, including common areas, after either
19 the execution of the writ of restitution and return of the property to the Plaintiff or the
20 voluntary vacation of the rental premises by the Defendant(s) prior to the enforcement of
21 the writ of restitution, without the management's prior written permission.

22 DONE IN OPEN COURT NOV - 8 2023

23 
24 _____
25 JUDGE/COURT COMMISSIONER

26 Presented by
PUCKETT & REDFORD PLLC



Randy Redford/WSBA No. 21529
Tom M. Morningstar/WSBA No. 44245
Attorneys for Plaintiff