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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

BALKRISHNA HEROOR, an individual,

Plaintiff,

v.

DEBBIE HAEYUNG CHA, an individual,

Defendant.

NO. 25-2-23311-1 SEA

MOTION FOR ORDER OF DEFAULT
AND DEFAULT JUDGMENT

I. REQUEST FOR RELIEF

COMES NOW Plaintiff Balkrishna Heroor ("Plaintiff") and moves the Court for an order of default and entry of default judgment against Defendant Debbie Haeyung Cha ("Defendant") for failure to answer, plead, or otherwise defend against Plaintiff's August 12, 2025 Complaint for Breach of Contract ("Complaint").

II. STATEMENT OF FACTS

A. Failure to Answer, Plead or Defend

On August 12, 2025, Plaintiff filed his Complaint for Breach of Contract (Dkt. 1) against Defendant for failure to repay or make payments against a personal loan Plaintiff made to Defendant on or around July 5, 2024 in the total principal amount of \$46,207.48.

From August 12th through the end of August, Plaintiff made multiple attempts to effect serve of process of the summons and complaint on Defendant at her last known residence but was unsuccessful. (See Declaration of Adam. R. Asher in Support of Motion

1 for Service by Publication, Dkt. 6.) On September 16, 2025, Plaintiff mailed true and correct
2 copies of the Summons, Complaint, Civil Information Cover Sheet, and Case Scheduling
3 Order to Defendant's last known address. (*Id.*)

4 On September 17, 2025, Plaintiff filed a motion for service by publication (Dkt. 5),
5 and the Court entered an order granting same on September 18, 2025 (Dkt. 8). Plaintiff
6 published the summons in the *Seattle Daily Journal of Commerce* for 60 days, beginning
7 September 22, 2025 through November 21, 2025. (Declaration of Adam R. Asher in Support
8 of Motion for Order of Default ("Asher Decl."), ¶ 3, **Ex. A** Affidavit of Publication.)
9 Because the deadline to respond to the summons and complaint has elapsed and Defendant
10 has not appeared or filed an answer, Plaintiff brings this motion for order of default. (*Id.* at
11 ¶ 5.)

12 **B. Default Judgment for a Sum Certain**

13 Between July 2024 and April 2025, Plaintiff loaned Defendant funds for lodging in
14 the total principal amount of \$46,207.48, plus accrued interest at 12% per annum through
15 November 21, 2025 in the amount of \$5,554.39, for a total amount of \$51,761.87.
16 (Declaration of Balkrishna Heroor in Support of Motion for Order of Default and Default
17 Judgment ("Heroor Decl."), ¶ 3-4, **Exs. 1** and **2**, Ledger of Loans to D. Cha, including
18 accruing interest, and copies of lodging receipts.) Defendant agreed to repay Plaintiff on
19 multiple occasions, including in text messages between Plaintiff and Defendant. (*Id.* ¶ 5.)
20 Further, pursuant to RCW 4.84.010, Plaintiff is entitled to his costs associated with bringing
21 this action to recover the loan to Defendant, including filing and ex parte fees, fees for
22 attempting personal service on Defendant, and the fee for service by publication in the
23 amount of \$1,476.38. (Asher Decl. ¶ 4, **Ex. B** Cost Summary and four receipts.) Because
24 Defendant has refused to repay or make payments against the debt, Plaintiff now seeks a
25 default judgment against her in the total amount of \$53,238.25.
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III. ISSUE PRESENTED

Whether the Court should enter an order of default and default judgment against Defendant when she has failed to answer, plead, or otherwise defend against Plaintiff's Complaint within 60 days after service by publication and when she is liable to Plaintiff in the amount certain of \$46,207.48.

IV. EVIDENCE RELIED UPON

This motion is based upon the pleadings herein and the Declarations of Adam R. Asher and Balkrishna Heroor, with attached exhibits.

V. AUTHORITY

A. Defendant is in Default

CR 55(a)(1) provides in pertinent part:

When a party against whom a judgment for affirmative relief is sought has failed to appear, plead, or otherwise defend as provided by these rules and that fact is made to appear by motion and affidavit, a motion for default may be made.

Pursuant to CR 4(a)(2) and CR 4(d)(2), a defendant in a civil action must serve an answer to a complaint within 20 days following personal service of the summons. Here, because Plaintiff was unable to serve Defendant with process after filing his Summons and Complaint on August 12, 2025, Defendant was served by publication pursuant to the Court's September 18, 2025 Order granting Plaintiff's motion to serve by publication. The summons was published in the *Seattle Daily Journal of Commerce* for 60 days, from September 18, 2025 to November 21, 2025. Because the 60-day time period for responding to the summons and complaint has elapsed and Defendant has not answered, an order of default is warranted.

B. Default Judgment Against Defendant in an Amount Certain

CR 55(b)(1) provides:

(1) When Amount Certain. When the claim against a party, whose default has been entered under section (a), is for a sum certain or for a sum which can by computation be made certain, the court upon motion and affidavit of the amount due shall enter judgment for that amount and costs against the party in default, if the party is not an infant or incompetent person. No judgment by

1 default shall be entered against an infant or incompetent person unless
2 represented by a general guardian or guardian ad litem. Findings of fact and
conclusions of law are not necessary under this subsection even though
reasonable attorney fees are requested and allowed.

3 Plaintiff loaned Defendant money in the total amount of \$46,207.48 which Defendant
4 agreed to repay. Defendant failed to repay or make payments against the loan, and Plaintiff
5 filed his Complaint for breach of contract and served Defendant by publication. As
6 established by the Declaration of Balkrishna Heroor, Defendant has breached her agreement
7 to repay the \$46,207.48. Further, pursuant to RCW 4.84.010, Plaintiff is entitled to his costs
8 in the amount of \$1,476.38 in bringing this action to recover his loan to Defendant.

9 Therefore, Plaintiff is entitled to entry of a default judgment against Defendant in the
10 amount of \$46,207.48, plus interest accruing at 12% per annum through November 21, 2025
11 in the amount of \$5,554.39 and costs in the amount of \$1,476.38, for a total judgment
12 amount of \$53,238.25.

13 **VI. CONCLUSION**

14 Based on the foregoing, Plaintiff respectfully requests that the Court enter an order of
15 default and default judgment in the amount of \$46,207.48, plus interest accruing at 12% per
16 annum through November 21, 2025, in the amount of \$5,554.39 and costs in the amount of
17 \$1,476.38, for a total judgment amount of \$53,238.25 against Defendant for her failure to repay
18 Plaintiff's loan to her and for her failure to answer, plead, or otherwise defend against the
19 Complaint.

20 A proposed order is submitted herewith.

21 DATED this 25th day of November, 2025.

22 SOCIUS LAW GROUP, PLLC

23 s/ Adam R. Asher

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27 *Attorneys for Plaintiff*