

August 29 2025 4:03 PM

Pierce County Clerk

SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

CONSTRUCTION LOAN SERVICES
II, LLC, a Washington limited liability
company,

Plaintiff,

v.

CHRISTOFER S. SHURIAN,
individually and his marital
community,

Defendant.

NO. 25-2-09413-3

ORDER OF AND JUDGMENT BY
DEFAULT

(Clerk's Action Required)

JUDGMENT SUMMARY

Pursuant to RCW 4.64.030, the following information is hereby provided:

- (a) Judgment Creditor: Construction Loan Services II, LLC
- (b) Judgment Debtor: Christofer S. Shurian, individually and his marital community
- (c) Principal judgment amount: \$14,071,775.70
- (d) Interest from 8/1/2025 through 8/29/2025: \$201,765.48
- (e) Attorney fees: \$7,316.00
- (f) Costs: \$241.50
- (g) Other recovery amounts: N/A
- (h) Judgment amount shall bear interest at 18.00% per annum.
- (i) Attorney for Judgment Creditors: Benjamin I. VandenBerghe and Michael Parrott of Montgomery Purdue PLLC.

ORDER OF AND JUDGMENT BY DEFAULT

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1 THIS MATTER came on regularly before the undersigned Judge/Court
2 Commissioner of the above-entitled Court upon Plaintiff Construction Loan Services II,
3 LLC's ("Plaintiff") Motion for Order of and Judgment by Default ("Motion") against
4 Defendant Christofer S. Shurian, individually and his marital community ("Defendant").
5 The Court considered the records and files herein and hereby certifies that the
6 following documents were specifically considered in ruling on the Motion:

- 7 (1) the Motion;
8 (2) Declaration of Val Davis in Support of the [Motion];
9 (3) Declaration of Michael Parrott in Support of the [Motion].

10 Being otherwise fully advised, the Court makes the following findings of fact and
11 conclusions of law:

- 12 1. Venue is proper in Pierce County Superior Court.
13 2. Defendant was served in the manner required by the laws of the state of
14 Washington, the statutory time has elapsed since said service. Defendant has
15 not served or filed any answer, and is wholly in default.
16 3. On June 24, 2022, The Waters Edge Properties, L.L.C. ("Waters Edge")
17 executed a Promissory Note (Loan No. 72750) ("Note") in favor of Plaintiff and
18 a Loan Agreement (Loan No. 72750) with Plaintiff. As set forth in the Loan
19 Agreement and Note, Plaintiff agreed to make advances to Waters Edge in
20 connection with a construction project.
21 4. On June 24, 2022, Defendant executed an Unconditional Guaranty in favor of
22 Plaintiff in which Defendant agreed to unconditionally, absolutely, and
23 irrevocably guarantee Waters Edge's payment and performance of the Note
24 and Loan Agreement.
25 5. Waters Edge agreed to repay Plaintiff the principal amount of up to
26 \$9,204,000.00 with interest as set forth in the Note.

ORDER OF AND JUDGMENT BY DEFAULT
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{21520/0017/4903-9239-1778-4}
4926-0459-9316, v. 1

MONTGOMERY PURDUE PLLC
ATTORNEYS AT LAW
701 FIFTH AVENUE, SUITE 5500
SEATTLE, WA 98104-7096
TEL (206) 682-7090 FAX (206) 625-9534

- 1 6. Waters Edge is liable to Plaintiff for other costs as set forth in more detail in
- 2 the Note and Loan Agreement.
- 3 7. Plaintiff maintained records reflecting all disbursements, payments received,
- 4 interest accrued, and other matters related to the Note, which Waters Edge
- 5 agreed to be conclusive evidence of amounts owing to Plaintiff.
- 6 8. All principal, unpaid interest, and any other amounts owing under the loan
- 7 documents, including the Note and Loan Agreement ("Loan Amount"), were
- 8 payable by the maturity date. The maturity date was December 16, 2023.
- 9 9. Waters Edge failed to repay the Loan Amount by the maturity date, and to
- 10 date, has not paid the full Loan Amount to Plaintiff.
- 11 10. Waters Edge is in default under the terms and conditions of the Note and Loan
- 12 Agreement.
- 13 11. Waters Edge currently owes Plaintiff \$14,071,425.70, consisting of unpaid
- 14 origination fees, loan processing fees, title and escrow fees, budge draws, wire
- 15 fees, interest, extension fees, late fees, protective advancement fees, default
- 16 fees, and already incurred legal fees.
- 17 12. Waters Edge owes Plaintiff a \$350.00 reconveyance fee.
- 18 13. Interest accrues at a rate of \$7,035.71 per diem, and unpaid interest totals
- 19 \$201,765.48 for the period from August 1, 2025 through August 29, 2025.
- 20 14. Pursuant to its terms, the Guaranty may be enforced against Defendant
- 21 without attempting to collect from Waters Edge and without attempting to
- 22 enforce Plaintiff's rights in any collateral. Plaintiff has the right to exercise its
- 23 remedies in such order as it determines in its sole discretion.
- 24 15. Because Waters Edge failed to repay the Loan Amount and Defendant
- 25 guaranteed Waters Edge's performance under the Note and Loan Agreement,
- 26 Defendant is in default under the terms of the Unconditional Guaranty.

ORDER OF AND JUDGMENT BY DEFAULT

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1 Defendant is not entitled to notice of default or demand for payment pursuant
2 to the express terms of the Unconditional Guaranty.

3 16. Defendant agreed to reimburse Plaintiff for all reasonable costs, charges,
4 expenses, and attorney fees incurred by Plaintiff, together with interest at the
5 default rate specified in the Note, in connection with any action taken by
6 Plaintiff in accordance with the terms of the Guaranty to recover amounts owed
7 to Plaintiff.

8 17. Plaintiff has incurred attorney fees and costs in the total amount of \$7,557.50.
9 Plaintiff's attorney fees and costs are reasonable under the lodestar method
10 and there is no need for adjustment upwards or downwards.

11 18. Defendant owes Plaintiff: 1) \$14,071,425.70, consisting of unpaid origination,
12 fees, loan processing fees, title and escrow fees, budge draws, wire fees,
13 interest, extension fees, late fees, protective advancement fees, default fees,
14 and legal fees already incurred by Plaintiff; 2) unpaid interest from August 1,
15 2025 through August 29, 2025, in the amount of \$201,765.48; 3) an unpaid
16 reconveyance fee in the amount of \$350.00; and 4) reasonable attorney fees
17 and costs in the amount of \$7,557.50.

18 19. Pursuant to the Note, the default interest rate applicable upon the occurrence
19 of an event of default is 18.0% per annum.

20 NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED:

21 1. Plaintiff's Motion is GRANTED. Defendant is hereby adjudged to be in
22 default.

23 2. Plaintiff is hereby granted judgment against Defendant in the total judgment
24 amount of \$14,281,098.70, consisting of 1) \$14,071,425.70 in unpaid origination fees,
25 loan processing fees, title and escrow fees, budge draws, wire fees, interest, extension
26 fees, late fees, protective advancement fees, default fees, and already incurred legal

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1 fees; 2) \$201,765.48 in unpaid interest from August 1, 2025 through August 29, 2025;
2 3) \$350.00 in an unpaid reconveyance fee; 4) \$7,316.00 in attorney fees; and
3 5) \$241.50 in costs. Pursuant to RCW 4.56.110(1), post-judgment interest on the total
4 judgment amount shall bear interest at a rate of eighteen percent (18.00%) per annum
5 on the entire judgment amount until paid in full. The clerk of the court shall establish a
6 money judgment against the Defendant as set forth in the judgment summary above.

7 DONE IN OPEN COURT this ____ day of _____ 2025.

8
9
10 _____
Judge/Court Commissioner

11 Presented by:

12 MONTGOMERY PURDUE PLLC

13
14 By /s/ Michael L. Parrott /
15 Benjamin I. VandenBerghe
16 WA State Bar No. 35477
17 Michael L. Parrott
18 WA State Bar No. 55703
19 Attorneys for Plaintiff
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Case: CONSTRUCTION
Cause Number: 25-2-09413-3
Filing ID: 61064288
Signed: August 29 2025 04:03 PM

This order has been reviewed, approved, and electronically signed.



A handwritten signature in cursive script, appearing to read "B H McInville".

Barbara H McInville, Pierce County Commissioners

PIERCE COUNTY SUPERIOR COURT, STATE OF WASHINGTON

CONSTRUCTION LOAN SERVICES II LLC,

Plaintiff,

vs.

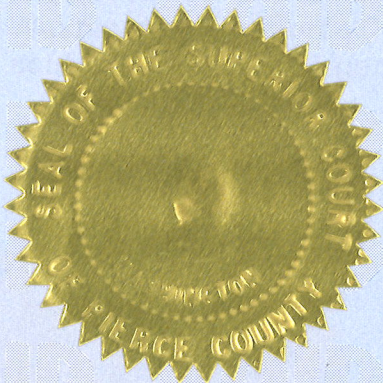
CHRISTOFER S SHURIAN

Defendant.

Case No.: 25-2-09413-3

Certificate

I, Ivan Sandoval, County Clerk and by virtue of the laws of the State of Washington ex-officio Clerk of the Superior Court of the State of Washington, in and for the County of Pierce, do certify that the annexed and foregoing is a true copy of the **Default Judgment** in the above-entitled action, as the same now appears on file and of record in this office.



IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal at TACOMA, in said county, this 20 day May, 2026.

County Clerk and Ex-Officio Clerk of
Said Superior Court

11/2025

PIERCE COUNTY SUPERIOR COURT, STATE OF WASHINGTON

STATE OF WASHINGTON)

) ss.

County of Pierce)

I, SUSAN ADAMS, a Judge of the Superior Court of the State of Washington, for Pierce County, the same being a court of record, do hereby certify that IVAN SANDOVAL, who signed the preceding certificate, is the duly appointed, qualified and acting Clerk of said Superior Court, and as such Clerk is the custodian of the records and seal of said Court;

That the signature to said certificate is the genuine signature of IVAN SANDOVAL; That the seal attached to said certificate is the seal of our said Superior Court, and; That the certificate is in due and proper form according to the laws of the State of Washington.



Dated at Tacoma, Washington, this _____
day of MAY 20 2026, A.D. 20_____.

Judge of said Superior Court

STATE OF WASHINGTON)

) ss.

County of Pierce)

I, IVAN SANDOVAL, County Clerk and ex-officio Clerk of the Superior Court of the State of Washington, for Pierce County, do hereby certify that SUSAN ADAMS, whose name is subscribed to the above certificate, is a Judge of the Superior Court of the State of Washington, for Pierce County, duly elected, sworn and qualified, and that the signature to said certificate is the genuine signature of SUSAN ADAMS.



IN WITNESS WHEREOF, I have
hereunto set my hand and affixed the
seal of said Superior Court, at Tacoma,
Washington, the county seat of said
county, this _____ day of MAY 20 2026
A.D. 20_____.

Clerk of said Superior Court