

Our ownership complaint and accounting request

Complete ten-page supplied complaint dated December 26, 2025, with a two-page reader cover. The docket lists a ten-page complaint filed December 29 in case 25-2-14126-3. This supplied version has a blank case-number field and was not independently byte-matched to a certified filed copy.

What this document establishes

Romeo, Annie and ABC asked the court to resolve claimed ownership and investment rights. The pleading asserts nine causes of action and requests title-related relief, damages and accounting. These are the plaintiffs' allegations and arguments, pleaded in the alternative, not judicially established facts or awarded remedies.

Read the accounting request in its actual scope

Original page 9, paragraphs 5.27-5.28, requests an order compelling a full accounting of partnership business income and profits, including the plaintiffs' respective shares. Prayer f requests a full accounting of the accounts, assets and funds described in the complaint. This is broader than a rent-ledger request. It does not prove that an accounting was ordered, that no ledger existed, or that a rent demand was fabricated.

Why the surrounding record remains essential

The historical pleading is preserved, including its contested allegations and apparent errors. The next page identifies material differences from the current publication. Do not use the complaint alone to prove financing readiness, exclusive responsibility for delays, every renovation dollar spent, or the absence of Capinpin contributions.

Pair this complaint with OR02 (dismissal docket listings), OR03 (recorded release), the approved settlement operative provisions and the completed July 2026 deed. The docket records a February 3 dismissal without trial; it does not show these pleaded remedies being awarded.

Privacy treatment and source

All ten original pages are retained in order. Nonpermitted counsel names, law-office contact details, bar identifiers and signature material are masked. Body allegations and requested relief are not rewritten. Source: supplied 2025 12 26 - Complaint (FINAL).pdf, original pp.1-10. Redactions are rendered into new image-only pages; originals remain unchanged.

The pleading must travel with its qualifications

Location	Qualification for the current account
p.3, paragraph 4.2	The complaint prints short-plat number 9505150360. The supplied 2026 PSA and release print 9705150360. Preserve the source typo; do not silently correct the pleading.
p.3, paragraph 4.4	The English four-person quotation is a pleading translation. The approved January exchange includes preceding context and translation limits; this quotation is not a newly certified translation.
p.3, paragraph 4.5	The asserted February 2021 purchaser/refusal sequence is not independently established by the later March lender letters. Conditional prequalification is not final funding.
p.4, paragraphs 4.7-4.9	Timing, the conditional-payment characterization, backdating and the extent of later contributions are party allegations. Preserve the signed lease and amendment, Annie's backdating proposal, early shared payments and Aileen's repair cooperation.
p.4, paragraph 4.10	The assertion of over \$100,000 in improvements is an allegation, not a completed invoice-to-payment audit. Approved R02 invoices are billed amounts; overlap, insurance and actual payment remain unresolved.
p.5, paragraph 4.13	Financing ready and Jun causing failure are pleaded allegations. Approved PT05 preserves Romeo's October 31 pause and November resumption; PT06 preserves preapproval and ongoing mortgage concerns. No guaranteed funding is established.
p.5, paragraph 4.14	The source says unlawful detainer was filed in November 2024; the opposing complaint/docket identify November 2025. It also describes about \$27,000 and fees. The October 20 selected demand is \$22,605.28; the November 24 complaint alleges \$23,406.60. These are different descriptions, not interchangeable verified totals.
pp.6-9, legal claims	The legal theories are arguments from the historical pleading. No new independent legal opinion, surviving-claim conclusion or finding of wrongdoing is supplied by this review.

The signed January 29 settlement provides broad mutual releases, dismissal with prejudice and release of the lis pendens; section 8 expressly states no admission of liability. Publication of a historical claim does not establish its survival or adjudication. Specific release-scope questions require counsel's judgment.

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

ABC Elder Care, Inc., a Washington corporation;
Romeo Belocura, an individual; Annie Rhea
Augusto, an individual,

v.

Jun Christopher Capinpin and Aileen Grace
Capinpin,

Defendants.

Case No.

COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF

INTRODUCTION AND RELIEF REQUESTED

1.1 Plaintiffs ABC Elder Care, Inc., a Washington corporation, Romeo Belocura, an individual, and Annie Rhea Augusto, an individual (“Plaintiffs”), pursue this action for damages and injunctive relief. The parties, who are all related as family members, made an agreement to jointly own real property and operate a business partnership there. In reliance upon this arrangement, Plaintiffs advanced many of thousands of dollars to purchase and improve the property and invested countless hours of labor in starting and running the business. Defendants later reneged on their agreements and representations and now seek to evict Plaintiffs from the property and deprive them

1 of the benefit of their very substantial investments. Plaintiffs seek a judicial declaration that Plaintiffs
2 and/or a resulting or constructive trust are the equitable owners of the property; an order quieting title
3 in their favor; and such additional damages and equitable relief as necessary to fully and fairly resolve
4 ownership and title to the Property.

5 **PARTIES**

6
7 2.1 Plaintiff ABC Elder Care, Inc. is a Washington corporation located and doing business
8 in Puyallup, Pierce County, Washington.

9 2.2 Plaintiff Romeo Belocura, is an individual and is a resident of Puyallup, Pierce County,
10 Washington.

11 2.3 Plaintiff Annie Rhea Augusto, is an individual and is a resident of Puyallup, Pierce
12 County, Washington.

13 2.4 Defendant Jun Christopher Capinpin is an individual and is a resident of Pierce
14 County, Washington.

15 2.5 Defendant Aileen Grace Capinpin is an individual and is a resident of Pierce County,
16 Washington.

17 **JURISDICTION AND VENUE**

18
19 3.1 Paragraphs 1.1 through 2.5 are hereby incorporated by reference as though fully set forth
20 herein.

21
22 3.2 This Court has jurisdiction pursuant to RCW 2.08.010 and RCW 7.28.010, and venue is
23 proper in Pierce County because, among other reasons, the object of this action is to quiet title to certain
24 real property located in Pierce County, Washington, and the transactions and occurrences giving rise to
25 this action occurred in Pierce County, Washington.

26 3.3 Pursuant to RCW 4.12.025, venue is proper in Pierce County, Washington.

1 3.4 This Court has jurisdiction over the subject matter of this action under RCW
2 2.08.010.

3 3.5 This Court has personal jurisdiction over all parties named in this action.

4 **FACTUAL BACKGROUND**

5 4.1 Paragraphs 1.1 through 3.5 are hereby incorporated by reference as though fully set forth
6 herein.

7
8 4.2 This action relates to the ownership of real property commonly known as 1130 11th
9 Street SW, Puyallup, WA 98371 (the “Property”) and legally described as follows: LOT 3, PIERCE
10 COUNTY SHORT PLAT NO. 9505150360, ACCORDING TO MAP RECORDED ON MAY 15,
11 1997, RECORDS OF PIERCE COUNTY AUDITOR.

12 4.3 In or about January 2021, Plaintiffs and Defendants entered into an agreement to
13 purchase the Property and operate an adult family home (AFH) business there. They formed a related
14 corporation, ABC Elder Care Inc (“ABC”), for which all the individual parties were named as
15 incorporators and initial shareholders.
16

17 4.4 In order to avoid a family realtor conflict, it was agreed that Defendants would assume
18 nominal title to the Property. However, the parties actually intended to have co-equal and joint
19 ownership of the Property. This was confirmed in writings between the parties, including in a January
20 2021 text message from Ms. Capinpin which stated, “I won’t consider that the house belongs to us,
21 maybe in name only but it belongs to us four.. that’s your money for the downpayment.. later when
22 it’s sold, we’ll pay back the downpayment so it’s equally fair for he four of us to have the house.”
23

24 4.5 In or about February 2021, Plaintiffs secured funds for the purchase by selling a
25 separate real property for which they netted approximately \$118,557.00 cash, and they obtained loan
26 pre-approvals. Plaintiffs then offered to act as the nominal purchasers, but Defendants refused and

1 the parties agreed to stay with their initial plan.

2 4.6 On or about March 15, 2021, the purchase of the Property was closed. Mr. Belocura
3 and Ms. Augusto transferred funds for the entire earnest money deposit and down payment directly
4 from their personal account into escrow.

5 4.7 Initially, Plaintiffs and Defendants each paid one-half of the mortgage payments for
6 the Property. In or about early April 2021, Mr. Belocura started asking Defendants to help more in
7 the pre-licensing preparations and to put together a contract to formalize the parties' agreement.
8 Defendants threatened to sell the Property. To save their investment, Plaintiffs offered a \$1,000 per-
9 month profit-sharing arrangement whereby Defendants would receive such payments when the AFH
10 business had a minimum of three residents. Defendants then agreed not to sell.

11 4.8 In August 2021, the parties entered a Commercial Lease Agreement relative to the
12 Property. Notably, that lease was later subject to a backdated "Lease Amendment" made effective
13 January 31, 2023. The Lease Amendment was proposed by Defendants in September 2024 because
14 they wanted to re-frame the profit-sharing arrangement to "show" more rental income for purposes
15 of financing a separate real property. This confirms that Defendants knowingly benefitted from
16 ownership and financial arrangements that are inconsistent with formal real property records.

17 4.9 Defendants stopped contributing any further time or expense toward the AFH
18 business or the Property and moved out of the Property by September 2021. Thereafter, Plaintiffs
19 assumed full financial responsibility for the Property and the AFH business. Defendants also
20 disclaimed any further ownership interests in ABC.

21 4.10 From 2022 to 2023, Plaintiffs invested over \$100,000.00 in improvements and
22 renovations of the Property. The AFH business, Silver Creek AFH, opened in late 2022. Thereafter,
23 Plaintiffs paid Defendants several \$1,000.00 profit-share payments pursuant to the terms described
24
25
26

1 above.

2 4.11 In or about October, 2024, Plaintiffs attempted to engage Defendants in renewed
3 discussions to resolve their ongoing equity and title issues, including by formally transferring to
4 Plaintiffs Defendants' nominal interests in the Property. Defendants at first agreed in principle to this
5 approach.
6

7 4.12 In November 2024, the parties agreed in principle to a plan to transfer title without
8 requiring Plaintiffs to qualify for a purchase loan. Under this arrangement, Defendants would execute
9 a quitclaim deed adding Plaintiffs to title; Plaintiffs would re-finance the Property through escrow;
10 Defendants would receive a payment at closing; and Defendants would execute a second deed
11 removing themselves from title.
12

13 4.13 In or about February 2025, escrow was opened and Plaintiffs had financing ready.
14 Defendant Jun Capinpin, who had initially consented to a quitclaim deed, backed out and demanded
15 other terms. This caused the financing to fail, and the escrow transaction was terminated.

16 4.14 In October 2025, Defendants' attorney abruptly issued to Plaintiffs a 15-day Notice
17 of Default, claiming about \$27,000 in unpaid rent and related fees. This demand was based on a
18 cynical interpretation of the Lease Amendment which contradicted Defendants' prior express intent.
19 In November 2024, Defendants filed against ABC a complaint for unlawful detainer based on the
20 same cynical and misleading interpretation of the parties' agreements.
21

22 **CAUSES OF ACTION**

23 Plaintiffs set forth the following causes of action, which are pleaded in the alternative, in
24 case the court may find one or more of them to be mutually exclusive or inconsistent.

25 **FIRST CAUSE OF ACTION – CONSTRUCTIVE/RESULTING TRUST**

26 5.1. Plaintiffs reallege and incorporate by reference all preceding allegations and paragraphs.

5.2. Under Washington law, a constructive trust may be imposed when a party acquires title to property through fraud, misrepresentation, bad faith, duress or other inequitable means. A court sitting in equity can impose a constructive trust to prevent the title-holder from being unjustly enriched.

5.3. Under Washington law, a resulting trust is implied in law from the intention of the parties to a given transaction. When title to property is taken in the name of a grantee other than the person advancing the consideration, the one in whose name appears on title is a resulting trustee for the person who paid the purchase price, in the absence of evidence of a contrary intent.

5.4. Plaintiffs paid most of the consideration for the Property, have improved the Property, and have treated it as their property consistent with the parties' agreement(s) described above. For Defendants to retain title to the Property would result in their being unjustly enriched. As such, the court should rule that a constructive or resulting trust exists.

SECOND CAUSE OF ACTION - QUIET TITLE

5.5. Plaintiffs reallege and incorporate by reference all preceding allegations and paragraphs.

5.6. Given that Plaintiffs and/or a constructive or resulting trust are the proper owners of title in the Property, Plaintiffs are entitled to an order declaring the legal ownership of the Property, and no other persons or parties, including any of the Defendants, have a recognizable ownership or possessory interest in the Property.

THIRD CAUSE OF ACTION – DECLARATORY JUDGMENT

5.7. Plaintiffs reallege and incorporate by reference all preceding allegations and paragraphs.

5.8. There is a judicial controversy, i.e., actual, present and existing dispute between Plaintiffs and all Defendants over title to the Property. The parties have genuine, opposing, and substantial interests in the Property where judicial determination would be final and conclusive. Plaintiffs request the Court enter an order declaring the rights, status, and legal relations of the parties related to their interests in the



1 Property as allowed by law under RCW 7.24.010 et seq. More specifically, the Court should declare that
2 Plaintiffs and/or a constructive or resulting trust is the proper owner of title in the Property and that all
3 Defendants have no right or interest in the Property.

4 **FOURTH CAUSE OF ACTION – EQUITABLE LIEN**

5 5.9. Plaintiffs reallege and incorporate by reference all preceding allegations and paragraphs.

6
7 5.10. An equitable lien may be enforced in equity against specific property, though there is no
8 valid lien at law. Equitable liens fall into two categories: (1) those created to give effect to an intention
9 of the parties to secure payment of an obligation by subjecting to the payment of an obligation specified
10 property, such as equitable mortgages and equitable pledges; and (2) those created by the court to protect
11 a party against inequitable loss, regardless of intent.

12 5.11. Under the circumstances set forth above, the Court should enforce an equitable lien
13 against the Property and in favor of Plaintiffs.
14

15 **FIFTH CAUSE OF ACTION – BREACH OF CONTRACT**

16 5.12. Plaintiffs reallege and incorporate by reference all preceding allegations and paragraphs.

17 5.13. Plaintiffs and Defendants entered into one or more enforceable contracts.

18 5.14. Defendants have breached various material terms of the contracts.

19 5.15. As a direct and proximate result of Defendants' breaches of contract, Plaintiffs have
20 suffered damages, harms and losses.
21

22 **SIXTH CAUSE OF ACTION – BREACH OF IMPLIED COVENANT OF**

23 **GOOD FAITH AND FAIR DEALING**

24 5.16. Plaintiffs reallege and incorporate by reference all preceding allegations and paragraphs.

25 5.17. A covenant of good faith and fair dealing was implied in the contract(s) between
26 Plaintiffs and Defendants.

1 5.18. As described in detail above, in numerous respects, Defendants did not act in good
2 faith and did not deal with Plaintiffs fairly.

3 5.19. As a direct and proximate result of Defendants' breach of the implied covenants,
4 Plaintiffs have suffered damages, harms and losses.

5 **SEVENTH CAUSE OF ACTION – BREACH OF FIDUCIARY DUTY**

6 5.20. Plaintiffs reallege and incorporate by reference all preceding allegations and
7 paragraphs.

8 5.21. Whether a partnership contract exists depends on the parties' intentions, manifested by
9 all facts and circumstances, including the parties' actions and conduct. A partnership between
10 Plaintiffs and Defendants existed, either by express written agreement, or by implication.

11 5.22. Under the parties' agreements, and/or pursuant to applicable law regarding partnerships,
12 Defendants owed fiduciary duties to Plaintiffs. These fiduciary duties included that Defendants were
13 required to refrain from self-dealing, embezzlement, acts in violation of public policy and other
14 misconduct that may cause harms or losses to Plaintiffs.

15 5.23. Defendants have breached fiduciary duties that they owed to Plaintiffs.

16 5.24. As a direct and proximate result of Defendants' breach of fiduciary duties, Plaintiffs
17 suffered damages, harms and losses.

18 **EIGHTH CAUSE OF ACTION – UNJUST ENRICHMENT**

19 5.25. Plaintiffs reallege and incorporate by reference all preceding allegations and
20 paragraphs.

21 5.26. Defendants received benefits from Plaintiffs in the form of capital, goodwill, labor,
22 services, and unlawfully retained income. The circumstances make it unjust for Defendants to retain
23 these benefits without payment to Plaintiffs.
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1 **NINTH CAUSE OF ACTION – ACCOUNTING**

2 5.27. Plaintiffs reallege and incorporate by reference all preceding allegations and
3 paragraphs.

4 5.28. Plaintiffs request an order compelling Defendants to provide a full accounting for the
5 partnership business income and profits, including but not limited to Plaintiffs' respective shares.
6

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiffs pray for:

9 a. An order and declaratory judgment stating that Plaintiffs and/or a constructive or resulting
10 trust is the owner of all right, title, and interest in and to the Property;

11 b. An order and declaratory judgment quieting title to the Property in the name of Plaintiffs
12 and/or a constructive or resulting trust;

13 c. An order and declaratory judgment stating that any other persons or parties claiming an
14 interest in the Property, including without limitation Defendants in any capacity, do not have any right,
15 title, or interest in the Property;
16

17 d. An equitable lien against the Property and if favor of Plaintiffs;

18 e. An award of direct and consequential damages against Defendants;

19 f. A full accounting for the accounts, assets and funds described herein;

20 g. Attorney's fees and costs awardable under any applicable contract, statute, common law,
21 or grounds in equity;
22

23 h. For post-judgment interest on the entire judgment until paid in full; and

24 i. For such other and further relief as the Court may deem just, fair and equitable.

25 **RESERVATIONS**

26 Plaintiffs' reserve the right to assert additional claims in the event that further investigation and

discovery support them.

Dated: December 26, 2025