Possession complaint

Source and page guide

The November 24, 2025 complaint in Pierce County Superior Court, case 25-2-13363-5. All five supplied filed pages follow this editorial cover in their original order. Reader pages 2-6 correspond to original pages 1-5; the prayer for relief is on reader page 6.

What the pleading establishes

The plaintiffs sought lease forfeiture, possession, a writ of restitution and monetary relief, including alleged arrears of $23,406.60. The pleading records allegations and requested remedies, not a judgment, awarded balance or proof that an eviction occurred.

Material context

The signed lease and amendment, payment history and competing ownership claims remain relevant. The property cases ended through settlement and stipulated dismissals. The later purchase was a negotiated outcome, not a finding that every allegation by either side was true or false.

Privacy treatment

Counsel identification, signature notation, bar identifier and professional contact blocks are masked, including repeated footer fields. Counsel roles, parties, filing stamp, allegation text, dates, requested relief and original page/line numbering remain. Existing source privacy masks are retained. No substantive allegation has been rewritten or corrected.

Source integrity

This is a narrowly redacted successor to the previously approved six-page public reader. The five source pages are reproduced as masked page images, without embedding the unmasked originals or hidden source OCR. The approved predecessor and underlying originals are preserved separately. The original pleading retains its own wording and dates.

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

November 24 2025 9:57 AM

PIERCE COUNTY CLERK
NO: 25-2-13363-5

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

JUN CHRISTOPHER CAPINPIN and AILEEN GRACE CAPINPIN, **Plaintiffs,** **v.** **ABC ELDER CARE, INC, a Washington corporation, and Unknown Occupants of the Real Property located at [redacted] Street SW, Puyallup, WA 98371,** **Defendants.**	**Cause No.** **COMPLAINT**

Comes Now Plaintiffs JUN CHRISTOPHER CAPINPIN and AILEEN GRACE CAPINPIN ("Plaintiffs"), by and through its counsel and files this, its Complaint against Defendant ABC ELDER CARE, INC, a Washington corporation ("ABC"), and Unknown Occupants of the Real Property located at [redacted] Puyallup, WA 98371 (collectively "Defendants") and states:

I. PARTIES

1. Plaintiffs are residents of Pierce County, Washington and are owners of the subject real property located in Pierce County, Washington.

[redacted]

2. ABC is a Washington corporation doing business in Pierce County, Washington.

3. Unknown Occupants of the Real Property located at [redacted] Puyallup, WA 98371 may hold an interest in occupying the real property located at [redacted] Puyallup, Washington 98371.

II. JURISDICTION AND VENUE

4. This court has jurisdiction over the parties and the subject matter hereto pursuant to RCW 2.08.010.

5. This Court has personal jurisdiction over ABC because it transacts business in Pierce County, Washington.

6. This Court has personal jurisdiction over Unknown Occupants of the Real Property located at [redacted] Puyallup, WA 98371 because they reside in Pierce County, Washington.

7. Venue is proper in this Court because the parties transact business in Pierce County and because the property that is the subject of this litigation is located in Pierce County, Washington.

III. STATEMENT OF FACTS

8. Plaintiffs are the owner in fee of a commercial property commonly known as [redacted] Puyallup, Washington 98371 (the "Leased Property").

9. On or about August 14, 2021, Plaintiffs and ABC entered into a commercial lease agreement (the "Lease Agreement") whereby ABC would pay Plaintiffs monthly rent in the amount of $4,500.00 for possession of the Leased Property.

[redacted]

10. Plaintiffs provided possession of the Leased Property to ABC as consideration of the Lease Agreement.

11. Thereafter, the Lease Agreement was amended on November 31, 2023, wherein the monthly lease was increased to $4,600 (the "Lease Amendment").

12. ABC has failed to pay rent and other amounts due under the Lease Agreement and Lease Amendment beginning October 1, 2021.

13. On November 14, 2025, pursuant to RCW 59.12.030(3), Plaintiffs provided ABC with a notice to cure its default pursuant to the Lease Agreement and demanded ABC pay the outstanding rent due (the "Notice"). The Notice was served upon ABC pursuant to the Lease Agreement and RCW 59.12.040.

14. Unknown Occupants of the Real Property located at [redacted] Puyallup, WA 98371 were served with the Notice pursuant to RCW 59.12.040 by affixing a copy of the Notice in two conspicuous places upon the Leased Premises.

15. ABC has failed to cure the default and remains in possession of the Lease Property.

16. ABC still owes Plaintiffs unpaid rent for the Leased Property.

IV. The Lease Agreement stipulated that ABC would pay all costs, including reasonable attorney's fees, incurred by Plaintiff in collecting any part of the money due under the Lease Agreement.

IV. BREACH OF CONTRACT

17. Plaintiffs reallege and incorporates herein the proceeding paragraphs as though set forth in full.

[redacted]

18. Plaintiffs and ABC entered a contract whereby ABC would pay rent, and other charges, to Plaintiffs for possession of the Leased Property.

19. ABC, through its actions, has breached the contractual Lease Agreement with Plaintiffs by failing to pay rent, and other charges, due and owing.

20. Plaintiffs have been damaged by ABC's breach of contract for which it is entitled to recovery based on the contract and the laws of the State of Washington, in an amount to be proven at trial. The past due rent for through November 24, 2025, equals $23,406.60. Rent in the sum of $4,600 will continue to accrue under the Lease agreement until the end of the term on September 30, 2026.

V. UNLAWFUL DETAINER

21. Plaintiffs reallege and incorporates herein the proceeding paragraphs as though set forth in full.

22. As a result of ABC's default, ABC is unlawfully detaining the Leased Property.

23. ABC has remained in possession of the Leased Property after receiving a notice to cure its default.

24. ABC failed to cure its default, and Plaintiffs have suffered damages.

25. Plaintiffs have a right to possess the Leased Property.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, having asserted claims for relief, now pray for judgment against ABC as follows:

[redacted]

a. Adjudge ABC to be unlawfully detaining the Lease Premises;

b. Enter an order confirming forfeiture of the Lease and restoring the Lease Property to Plaintiffs, and issuing a Writ of Restitution therefore, including instructions for the Sheriff to break and enter the Leased Property, as necessary;

c. Determine the amounts owing under the Lease Agreement and Lease Amendment, in the amount of $23,406.60; plus additional rent payments and other charges accruing thereafter pursuant to the Lease;

d. Determining damages for the unlawful detention of the Leased Premises, including Plaintiff's consequential damages; and

e. Enter judgment against ABC for: (a) double the damages pursuant to RCW 59.12.170; (b) all other amounts found owing pursuant to the Lease Agreement and Amendment, and at law; (c) Plaintiffs' reasonable attorneys fees and costs as allowed under the Lease Agreement and at law; post-judgment interest at the maximum rate allowed by law; and

f. For such other and further relief as the Court may deem just and equitable.

DATED this 24 day of November 2025.

[redacted]

Attorney for Plaintiffs

[redacted]