

RR01 | Eviction complaint

Complete supplied complaint. Requested remedies and allegations, not a judgment or proof of eviction. No substantive source content redacted.

Source locators: SRC-18

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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 1130 - 11th
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 1130 - 11th Street SW, 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.

COMPLAINT

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

2 3. Unknown Occupants of the Real Property located at 1130 - 11th Street SW,
3 Puyallup, WA 98371 may hold an interest in occupying the real property located at 1130 - 11th
4 Street SW, Puyallup, Washington 98371.

5
6 **II. JURISDICTION AND VENUE**

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

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

11 6. This Court has personal jurisdiction over Unknown Occupants of the Real
12 Property located at 1130 - 11th Street SW, Puyallup, WA 98371 because they reside in Pierce
13 County, Washington.

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

17
18 **III. STATEMENT OF FACTS**

19 8. Plaintiffs are the owner in fee of a commercial property commonly known as
20 1130 - 11th Street SW, Puyallup, Washington 98371 (the "Leased Property").

21 9. On or about August 14, 2021, Plaintiffs and ABC entered into a commercial lease
22 agreement (the "Lease Agreement") whereby ABC would pay Plaintiffs monthly rent in the
23 amount of \$4,500.00 for possession of the Leased Property.
24
25

26 **COMPLAINT**

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

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

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

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

11 14. Unknown Occupants of the Real Property located at 1130 - 11th Street SW,
12 Puyallup, WA 98371 were served with the Notice pursuant to RCW 59.12.040 by affixing a
13 copy of the Notice in two conspicuous places upon the Leased Premises.

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

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

17 IV. The Lease Agreement stipulated that ABC would pay all costs, including reasonable
18 attorney's fees, incurred by Plaintiff in collecting any part of the money due under the Lease
19 Agreement.
20
21
22

23 **IV. BREACH OF CONTRACT**

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

26 **COMPLAINT**

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

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

5 20. Plaintiffs have been damaged by ABC's breach of contract for which it is entitled
6 to recovery based on the contract and the laws of the State of Washington, in an amount to be
7 proven at trial. The past due rent for through November 24, 2025, equals \$23,406.60. Rent in the
8 sum of \$4,600 will continue to accrue under the Lease agreement until the end of the term on
9 September 30, 2026.
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11
12 **V. UNLAWFUL DETAINER**

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

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

16 23. ABC has remained in possession of the Leased Property after receiving a notice
17 to cure its default.
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19 24. ABC failed to cure its default, and Plaintiffs have suffered damages.

20 25. Plaintiffs have a right to possess the Leased Property.
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22 **VI. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs, having asserted claims for relief, now pray for judgment
24 against ABC as follows:
25

26 **COMPLAINT**

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

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

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

8 d. Determining damages for the unlawful detention of the Leased Premises,
9 including Plaintiff's consequential damages; and
10

11 e. Enter judgment against ABC for: (a) double the damages pursuant to RCW
12 59.12.170; (b) all other amounts found owing pursuant to the Lease Agreement and Amendment,
13 and at law; (c) Plaintiffs' reasonable attorneys fees and costs as allowed under the Lease
14 Agreement and at law; post-judgment interest at the maximum rate allowed by law; and
15

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

17 DATED this 24 day of November 2025.

18
19 CURIALE HOSTNIK PLLC

20
21 By: s/Phillip A. Curiale
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25
26 [REDACTED]
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Attorney for Plaintiffs