

FILED
2026 MAY 11 09:00 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 26-2-15460-1 SEA

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

ASCEND BUSINESS SERVICES, LLC in
its capacity as Receiver for INTERIOR
WOODWORKING SPECIALISTS, LLC,

Plaintiff,

v.

EXXEL PACIFIC, INC.,

Defendant.

NO. _____

COMPLAINT

Ascend Business Services, LLC, in its capacity as receiver for Interior Woodworking Specialists, LLC, submits this Complaint, averring as follows:

I. PARTIES

1. Ascend Business Services LLC is the duly appointed receiver (the “Receiver” or “Plaintiff”) for Interior Woodworking Specialists, LLC pursuant to the terms of that Petition to Appoint Receiver dated September 13, 2024, case number 24-2-20865-8 SEA.

2. Defendant Exxel Pacific, Inc., (the “Defendant”) is a corporation organized and existing under the laws of the State of Washington, with its principal place of business located at 323 Telegraph Road, Street Address 2, Bellingham, WA, 98226-8751.

3. At all relevant times, Defendant conducted business in King County, Washington and purposefully availed itself of the privileges and protections of Washington law.

COMPLAINT - 1

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1 **II. JURISDICTION AND VENUE**

2 4. This Court has subject matter jurisdiction pursuant to RCW 2.08.010.

3 5. This Court has personal jurisdiction over Defendant because Defendant transacted
4 business within the State of Washington and/or contracted to receive goods or services from
5 Plaintiff within Washington.

6 6. Venue is proper in King County pursuant to RCW 4.12.025 and RCW 4.12.080 because
7 all or a substantial portion of the events giving rise to these claims occurred in King County,
8 Washington.

9 **III. FACTUAL ALLEGATIONS**

10 7. Beginning on or about May 20, 2024, Plaintiff provided goods, services, labor, materials,
11 and/or professional services to Defendant at Defendant's request, all of which are more fully
12 reflected in the accounting of invoices attached hereto collectively as Exhibit A.

13 8. Plaintiff rendered such goods and services in good faith and in accordance with the
14 parties' agreement, course of dealing, and/or Defendant's requests and authorizations.

15 9. Plaintiff generated and transmitted invoices to Defendant for amounts due and owing,
16 copies and/or a summary accounting of which are attached hereto collectively as Exhibit A.

17 10. Exhibit A identifies the goods and/or services provided, invoice numbers, invoice dates,
18 payment terms, amounts charged, payments and credits applied (if any), and the outstanding
19 balances due and owing from Defendant.

20 11. Defendant received, accepted, and retained the benefit of the goods and services
21 reflected in Exhibit A.

22 12. Defendant failed to object to the invoices and statements reflected in Exhibit A within
23 a reasonable time after receipt.

24 13. Despite demand, Defendant failed and refused to remit payment in full for the invoices
25 rendered by Plaintiff.

1 14. As of the filing of this Complaint, Defendant owes Plaintiff not less than \$106,045.23,
2 exclusive of accrued interest, attorneys' fees, and costs.

3 15. Defendant's failure to remit payment has caused Plaintiff damages in an amount to be
4 proven at trial.

5 **IV. FIRST CAUSE OF ACTION – BREACH OF CONTRACT**

6 16. Plaintiff realleges and incorporates by reference paragraphs 1 through 15 as though
7 fully set forth herein.

8 17. Plaintiff and Defendant entered into an enforceable agreement, whether written, oral,
9 implied-in-fact, and/or established through course of dealing.

10 18. Plaintiff fully performed its obligations under the agreement or was excused from
11 further performance.

12 19. Defendant materially breached the agreement by failing to remit payment for goods
13 and/or services rendered.

14 20. As a direct and proximate result of Defendant's breach, Plaintiff has suffered damages
15 in an amount to be proven at trial.

16 21. Plaintiff is entitled to recover damages, prejudgment interest, costs, and attorneys' fees
17 to the extent permitted by contract or law.

18 **V. SECOND CAUSE OF ACTION – ACCOUNT STATED**

19 22. Plaintiff realleges and incorporates by reference paragraphs 1 through 21 as though
20 fully set forth herein.

21 23. Plaintiff rendered statements of account and invoices to Defendant reflecting the
22 amounts due and owing, including those attached collectively as Exhibit A.

23 24. Defendant received the statements of account and invoices and failed to object to them
24 within a reasonable time.

25 25. By virtue of Defendant's retention of the invoices and statements without objection,
26 and/or by partial payment thereon, an account stated arose between the parties.

26. Defendant acknowledged, expressly or impliedly, that the balances reflected in Exhibit A were accurate, valid, and due and owing.

27. Defendant has failed and refused to pay the account stated.

28. Plaintiff has been damaged in an amount to be proven at trial, but no less than \$106,045.23.

VI. THIRD CAUSE OF ACTION – OPEN ACCOUNT

29. Plaintiff realleges and incorporates by reference paragraphs 1 through 28 as though fully set forth herein.

30. Plaintiff maintained an open account for Defendant reflecting ongoing transactions for goods and/or services rendered.

31. The charges reflected on the account were reasonable, customary, and incurred at Defendant's request or with Defendant's authorization.

32. Defendant failed to pay the amounts due on the open account.

33. There remains due and owing on the open account the principal sum of not less than \$106,045.23, together with accrued interest.

34. Plaintiff is entitled to recover all sums due on the open account, together with interest, costs, and attorneys' fees where permitted.

VII. FOURTH CAUSE OF ACTION – UNJUST ENRICHMENT

35. Plaintiff realleges and incorporates by reference paragraphs 1 through 34 as though fully set forth herein.

36. Plaintiff conferred valuable goods and/or services upon Defendant.

37. Defendant knowingly accepted and retained the benefits conferred by Plaintiff.

38. It would be inequitable for Defendant to retain such benefits without compensating Plaintiff therefor.

39. In the alternative to any enforceable agreement, Defendant has been unjustly enriched at Plaintiff's expense.

1 40. Plaintiff is entitled to restitution and/or quantum meruit damages.

2 **VIII. PRAYER FOR RELIEF**

3 A. For damages in an amount to be proven at trial, but not less than \$106,045.23;

4 B. For all sums due on the account stated and open account;

5 C. For prejudgment and post-judgment interest as permitted by law;

6 D. For attorneys' fees and costs as permitted by contract, statute, or law;

7 E. For restitution and/or quantum meruit recovery;

8 F. For such other and further relief as the Court deems just and equitable.

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10 *[Signature page to follow]*
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1 DATED May 8, 2026

2 Respectfully submitted,

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4 CAROTHERS & HAUSWIRTH LLP

5 /s/ Kelly Dunham

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14 *Attorneys for Ascend Business Services, LLC,*
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16 *Woodworking Specialists, LLC*