



- The Plaintiff resides in Maricopa County.
- The Defendant resides in Maricopa County.
- The Defendant does business in Maricopa County.
- The events, actions, or debts subject of this Complaint occurred in Maricopa County.
- Other reason: \_\_\_\_\_  
\_\_\_\_\_

**DISCOVERY TIER**

- 2. Pursuant to Arizona Rules of Civil Procedure, Rule 26.2 (c) (3), the Court should assign my case to the following tier based on the amount of damages I request.
  - Tier 1 = Actions claiming \$50,000 or less in damages.
  - Tier 2 = Actions claiming more than \$50,000 and less than \$300,000 in damages,  
OR Actions claiming nonmonetary relief.
  - Tier 3 = Actions claiming \$300,000 or more in damages.

**PARTIES**

- 3. The Plaintiff in this case is:  
Laura Owens & Elizabeth Naylor  
\_\_\_\_\_
- 4. The Defendant in this case is:  
Shawn [REDACTED] & [REDACTED] Construction LLC  
\_\_\_\_\_

**STATEMENT OF FACTS AND BREACH**

1. The Plaintiffs in this case are Laura Owens and Elizabeth Naylor (aka Jan Black, Jan Black Owens, and Elizabeth Naylor Owens), who hired Shawn [REDACTED] and [REDACTED] Construction LLC to work on existing horse facilities [REDACTED], Scottsdale, AZ 85254. They buy and sell horses through Quartet Farms LLC. From now on, the Plaintiffs will be referred to as 'Plaintiff'.
2. The Defendants in this case are Shawn [REDACTED], the owner of [REDACTED] Construction LLC, and [REDACTED] Construction LLC, a contracting company engaged in the practice of remodeling, specifically with horse properties, and the specialized products and structures associated with these entities. From now on, the Defendants will be referred to as 'Defendant'.
3. On or around December 26, 2020, the Plaintiff asked for bids from contractors who were familiar with the specialized products needed to complete the job which included: Stable Comfort stall mats, TruTex footing, ArenaKleen, and Quick Feed horse feeders.
4. The Defendant's company was the only company that submitted a bid and indicated they had the experience with the specialized products as well as working on projects with hunter/jumper businesses of the caliber of the Plaintiff's and were awarded the contract.
5. It was later discovered that the Defendant had no experience with ArenaKleen, TruTex footing, Quick Feed, or Stable Comfort mats and that the Defendant deliberately misrepresented his knowledge and expertise in those specialized areas to falsely and fraudulently induce Plaintiff's into entering a contract with him.
6. It was also later discovered that the Defendant, when asked if permits were needed, falsely and fraudulently assured the Plaintiff that no permits were needed for the job. Plaintiffs relying on his assurances and "false expertise" found out later that permits were needed and when they confronted the Defendant, his response was to double his initial estimate, after work had begun.
7. The original quote from the Defendant was \$7,320 which was to include the barn, arena, tack room, wash rack, and materials. The timeline given for completion of the contract was four days to begin in early February with a completion date on or before February 16. The Defendant was aware that the horses would be arriving at this time and the necessity for the work to be completed.
8. The final payment of \$7,906 was requested by the Defendant on April 6th because he falsely assured the Plaintiff that the project would be completed by the end of the day. After payment was made, the Defendant then stated he would need until the end of the week to complete the contract. The work was never completed in full by the Defendant.
9. The final amount paid to the Defendant for non-completed work was \$34,508.00.
10. The costs to the Plaintiff due to the Defendant's misrepresentation, fraud and negligence include the following:
  - a. Due to the poor quality of work, the Defendant's pony, Tiffany, contracted laminitis while on the Stable Comfort mats that were installed by the Defendant.
  - b. On or around May 18<sup>th</sup>, it was determined that the instructions for installation of the Stable Comfort Mats had not been followed and that the mats were dangerous. The Defendant reached out to a Mr. [REDACTED], one of a limited number of Stable Comfort dealers in North America. He indicated that it was the worst installation he had seen in twenty years.
  - c. The Defendant was then given a second chance to install the mats. The Defendant refused to oversee the work and did not communicate with Mr. [REDACTED] to ensure that
  - d. ~~The defendant was the Plaintiff's~~ [REDACTED] told that the Quick Feed feeders were more difficult to install than was initially thought and that battery boxes would need to be fabricated, which was not done. This was drawn out for weeks. Finally, The Plaintiffs had to

hire a handyman on for \$419 and the correct boxes were purchased on Amazon for \$12 each. It was discovered that Mr. [REDACTED]'s storage of these products during construction rendered the feeders damaged and unusable.

- e. The Defendant was asked repeatedly to contact the president of the [REDACTED] Engineering company, [REDACTED], for instructions. The Defendant never contacted him. It was later discovered that the Defendant, had no experience with ArenaKleen, TruTex footing, Quick Feed, or Stable Comfort mats and had grossly misrepresented his skill set and expertise in December, to falsely induce the Plaintiff into granting him the contract.
- f. The repeated delays and the negligent installation of the footing and the additives, caused the Plaintiff's horses to lose fitness due to their inability to work in an arena.
- g. Additionally, the Plaintiffs could not show their horses for sale at their facility, due to their being no area to ride, due to the negligence of the Defendant. The Plaintiff has a business and has sold horses for as high as \$150,000. The sales business was unable to operate.
- h. The Plaintiff's inquired on several occasions if the Defendant wanted them to hire someone else to complete the job, yet they were told each day that it was going to be done the following or next day. Thus, costing more waste and delay and expense to the Plaintiff.
- i. The TruTex footing bags did not get opened by the Defendant until April 27th, (long after the expected date of project completion). The installation instructions were not followed, and the wrong equipment was used to install it. This resulted in the footing being unusable and riding being suspended until it was fixed.
- j. In addition, the Defendant was asked via numerous written communications, when the "extremely strong" canvas backing that he ordered was going to be installed. The Defendant repeatedly told the Plaintiff, "today", each time, yet the day of installation never came. In a desperate attempt to keep the horses safe from the elements, the Plaintiffs ordered a canvas backing on June 5th, which blew down and could have caused a tragedy.
- k. On May 30th, the day when the Defendant allegedly sprayed the ArenaKleen, the Plaintiff's discovered that not all of it was used and that the remaining amount had been taken away on the Defendant's trailer. The Defendant had originally instructed the Plaintiff to get enough for a 110' x 140' ring. The Plaintiffs' rings are 110' long x 80' at the very widest part, with most of it being around 50'-60'. The Plaintiff ended up with a dry ring when it should have been soaked given how much extra was purchased. Additionally, the ArenaKleen was carelessly spread on the Plaintiff's dividing wall, eucalyptus tree, stalls, and tack trunks, covering them with oil.
- l. It was discovered (with witnesses), that several items were taken by Shawn [REDACTED] and [REDACTED] LLC, including a drum of ArenaKleen, which was approximately \$508.
- m. The Defendant was told many times that the horses were getting injured because of the quality of welding that was done. The workers even admitted to being new to welding and that they were making many errors due to their inexperience. The original foreman of the project was fired. The Plaintiff was told by one of the Defendant's crew members that a big reason for the Foreman's termination, was that he had made mistakes on our property. These admitted errors resulted in one of the Plaintiff's horses getting his hoof caught in the fence and four of the horses have had

cuts that will likely scar due to the wire not being filed down. The Defendant cut a large section of fencing out where the cross tie was to be installed causing the Plaintiff's most valuable horse to escape through the area where the fencing had once been and to become stuck in a very small gap between the Plaintiff's arena fence and their neighbor's wall. This could have caused a major injury, if not death, due to negligence on the part of the Defendant.

- 11. The Defendant engaged in harassment and trespassing. The Plaintiff warned the Defendant on several occasions to cease verbal conversations and to instead keep to texting or emails so that there would be a written trail of communication. The Defendant was told not to return to the property. However, on the morning of June 19th, the Defendant showed up at the Plaintiff's property at 6:50am and entered the horse facility through their driveway. There were several workers on the grounds who asked what the Defendant was doing, and he stated that he was "looking for Laura". They workers instructed the Defendant to leave, but he did not comply and instead left the horse facility to ring the doorbell at the Plaintiff's residence. The Defendant claimed he wanted to discuss with Plaintiff invoice questions.
- 12. During the conversations regarding how the Defendant was going to reimburse the Plaintiff for damages incurred, the Defendant admitted fault and explained that he would pay the requested (at that time) \$33,447.57 by June 21st. The Plaintiff's gave the Defendant a deadline of 5pm on June 25th, yet payment was not received. The Defendant was advised that fees would continue to mount over the weekend and that the Plaintiff would investigate his work to determine if further charges would be incurred. The Defendant did not acknowledge this. On June 28th, payment request for \$44,441.43 was requested after further evidence was gathered.
- 13. The Defendant has ignored all requests for updates in regards to payment or demands to see the contract. Multiple requests for The Defendant's insurance company's information were also unanswered.
- 14. The Registrar of Contractors was contacted and a complaint was filed on July 7th. Plaintiff was informed by [REDACTED], an investigator, that the ROC would not be the best route to go in order to get reimbursement. He explained that the ROC can only get contractors to fix or complete work, not reimburse for poor work. Given the many chances given to the Defendant to complete the project correctly, in addition to his trespassing and harassment (more explained below), it was determined that civil litigation was the best route.

(If you need more space, add an attachment labeled "Statement of Facts and Breach," and continue consecutive numbering.)

**APPLICABLE LAW SUPPORTING CLAIMS**

- ( 1 )      Claim 1: promissory note - terms not met  


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- ( 2 )      Claim 2 (ARS 32-1158): Contract requirements; provision of documents and receipt at contract signing (signed under duress and never received a copy).  


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( 3 ) Claim 3 (ARS 44-1521): the Plaintiff selected the Defendant as contractor because falsely claimed expertise in installation of Stable Comfort mats, ArenaKleen, and TruTex footing (fraud, deception, and false pretenses).

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( 4 ) Claim 4: breach of contract; acted in bad faith

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( 5 ) Claim 5 (ARS 12-552): construction defects (foundation, stalls, arena, fencing, roofing). The Defendant was given many opportunities to fix these things. The materials purchased by the Defendant have proven to be sub par and defective.

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( 6 ) Claim 6: recoverable damages (direct damages / economic waste): the Plaintiff had to purchase new materials and hire new laborers to redo the work that was supposed to be completed by the Defendant *and continues to need to do so*.

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( 7 ) Claim 7 (ARS 12-552): faulty workmanship: the construction did not hold up well to monsoons and was completely flooded each time one happened. The contractor was negligent and had knowledge of this. The barn was built 'inside out' with the poles ~~made to hold up the barn being placed outside rather than inside of the roof structure.~~ The workmanship on all specialty products is incorrect.

( 8 ) Claim 8 (ARS 32-1169): Building permits; local proof of valid license; violation (gave an estimate knowing that the quote provided for the work would not be permitted. The Plaintiff asked if permits should be applied for in December ahead of work and was told they were unnecessary by the Defendant).

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( 9 ) Claim 9 (ARS 12-341): recovery of all legal fees

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( 10 ) Claim 10: emotional damages: the Defendant, knowing the serious health issues that the Owens family was facing, claimed he would complete work quickly so as to not add more stress in their lives. He delayed work, fabricated 50+ stories for the delays, and repeatedly said he would show up to work when he did not. This meant that the Plaintiff's schedule was determined by the Defendant. In addition, the stress of needing to find stabling for Quartet Farms LLC's horses was innumerable.

The Defendant trespassed and attempted to find the Plaintiff, Laura Owens, in her casita, on June 19th, at 6:50AM after she told him not to come on the property. This harassment attempt frightened Ms. Owens and caused insomnia and anxiety. The Plaintiff, Elizabeth Naylor, also felt unsafe after he knocked on her door at the same time without any notice of his impending visit.

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(If you need more space, add an attachment labeled "Applicable Laws Supporting Claims," and continue consecutive numbering.)

**INJURIES**

( 1 )        The negligence shown by the Defendant have led to several injuries to the Plaintiff's horses including an episode of laminitis, injuries to the neck and legs of several horses who escaped due to defective locks they installed, and severe thrush to five horses caused by water damage (incorrect leveling and construction of the barn). Mr. [REDACTED] has laughed at the injuries and has had ample time and opportunity to fix these issues to prevent further injuries. His actions show a total lack of concern for the animals and are the definition of animal cruelty.

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**DEMAND FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against defendant(s), and each of them (if applicable) for the following dollars, interest, costs, and expenses incurred herein, or non-monetary remedy, including reasonable attorneys' fees, and for such other and further relief as the Court may deem just and proper.

(     1)        \$150,000.00  
The Defendant admitted fault when agreeing to pay back the full amount to the Plaintiff. The rest of the damages are costs of materials and labor needed to fix his workmanship, as well as supplemental expenses paid by the Defendant for vet bills, and a conservative estimate of loss of income of the sales business, which has been unable to operate near capacity since the Defendant's involvement with the Plaintiff. Emotional damages are very conservative.

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(     2)        The Plaintiff's business, Quartet Farms LLC, was not able to operate during the time that the Defendant was working on the property. The Plaintiff has had as many as

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thirteen horses for sale or lease at any given time since it began in 2014. During construction, there were no facilities available to house or train horses, thus no opportunity to accumulate more horses to sell. Mr. ██████ left the project dangerous to animals and only one horse could be kept for sales purposes from when the property was purchased through September 27, 2020. The property was bought specifically to expand the operation. The average price of a horse sold by Quartet Farms is \$50,000 with the highest price being \$125,000. Given that the goal of the company is to sell one horse per month, the potential loss of income is about \$50,000 per month, or \$250,000+ during the time that the Defendant was supposedly completing work.

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( 3) The negligence shown by Shawn ██████ and his crew have led to several injuries to the Plaintiff's horses including an episode of laminitis, injuries to the neck and legs of several horses, and severe thrush to five horses caused by water damage (incorrect leveling and construction of the barn), and others detailed in claim 9.

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( 4) The Plaintiff still has tens of thousands of dollars in repairs to make due to the negligent construction. It will go on for several months, if not a year or more, resulting in further loss of income from sales horses as well as potential injuries.

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( 5) Knowing that the Plaintiff was in treatment for epilepsy and depression, as well as her father being in treatment for cancer, had Parkinson's Disease for 21 years, and had an upcoming surgery for heart valve repair, the Defendant took advantage of the situation with no compassion for other stresses in the Owens family's lives. The Defendant also lied several times about his own personal situation to gain sympathy, including saying that he had children (he did not) and that they were both in treatment for cancer when his repayment was due.

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The Defendant was aware that in order to make this project work, a loan would need to be taken out. He showed no concern for taking money that he knew he was not owed and from a family that was dealing with serious health issues.

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( 6) The Defendant was grossly negligent in that he had several opportunities to fix his poor work and chose not to. His actions were intended to cause harm, as he laughed at horses escaping from his poorly constructed stalls, saying it was like they were playing "musical chairs" escaping. He said this with no concern for the health and welfare of the animals, nor for the Plaintiff's business.

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( 7) The Defendant has acknowledged a poor job already by writing a promissory note to refund \$33,447.57. Therefore, he has already acknowledged that every piece of his work was not done correctly. The damages placed on top are extremely conservative.

( 8) The emotional distress that this has caused cannot be put into words. Every day, there seems to be a new problem that arises with Shawn's poor workmanship.

( 9) On 9/27/21, [REDACTED], the North American representative for Stable Comfort Mats, reviewed current photos of system. He was shocked that there were divets and ridges on the ground, and said he had not seen that in his 20+ years as one of the country's top stable flooring experts. Mr. [REDACTED] explained how Mr. [REDACTED] was generally unavailable, and on the few occasions he spoke with him, did not attempt to follow his instructions for installation. He explained that the way they are installed places more of a risk to the horses than a benefit and puts them at a high risk of soft tissue injury. This explains the stiffness exhibited by Quartet Farms LLC horses, especially that of Scirocco 91, who has needed back, hock, fetlock, and coffin injections since he arrived at the facility in April 2021. Scirocco 91 is the competition horse for Ms Owens and a long term investment for Quartet Farms LLC. He was named the Best Equitation Horse at the USET Equitation Finals in 2018, which is the top honor an equitation horse can receive in this country. A national equitation finals winner can sell for up to one million dollars. Mr. [REDACTED] said that to make a horse like Scirocco 91 comfortable, the entire system will need to be torn out and redone. The cost to do this is \$27,000.

Similar recommendations were made for the arena, which was completed by Mr. [REDACTED], who had no experience constructing top hunter/jumper arenas despite his initial claims. The foundation 'base' that was installed by him was not leveled and is as deep as 4" on parts of the ring, while as shallow as 1/2" in others. It should be 2 1/2" -3" throughout with no unevenness. The price to fix his work, meaning removing the footing, redoing the base, placing new TruTex footing, purchasing the correct type of sand (the wrong type was purchased by Mr. Roanhorse) and ArenaKleen, is approximately \$65,000.

**Dated this 9/27/2021.**

*(Date of signature)*

*Laura Owens Elizabeth Naylor*

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(Signature of Plaintiff or Plaintiff's Attorney)