

1 Thomas M. Baker - Bar # 013475  
2 **THOMAS M. BAKER PLC**  
3 **BAKER & BAKER**  
4 9034 N. 23<sup>rd</sup> Avenue #5  
5 Phoenix, Arizona 85021  
6 [REDACTED]  
7 [REDACTED]  
8 [REDACTED]

6 Attorney for Defendants

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8 **SUPERIOR COURT OF THE STATE OF ARIZONA**  
9 **IN AND FOR THE COUNTY OF MARICOPA**

10 LAURA OWENS; ELIZABETH NAYLOR,

Case No.: CV2021-053242

11 Plaintiffs,

12 vs.

**ANSWER TO PLAINTIFFS’  
SECOND AMENDED  
COMPLAINT FILED 09/27/2021**

13 SHAWN [REDACTED]; [REDACTED]  
14 CONSTRUCTION, LLC,

**TIER 2**

15 Defendants.  
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18 Defendants Shawn [REDACTED] and [REDACTED] Construction, LLC, by and through  
19 their attorney undersigned, and hereby answers Plaintiff’s Complaint as follows:

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21 1. Defendant denies each and every allegation within Plaintiff’s Complaint not  
22 expressly admitted herein.

23 **JURISDICTION AND VENUE**

24 2. In answering paragraph 1 of Plaintiffs’ Complaint, Defendants admit the allegations  
25 contained therein.  
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**DISCOVERY TIER**

3. In answering paragraph 2 of Plaintiffs Complaint, Defendants admit the allegations contained therein.

**PARTIES**

4. In answering paragraph 3 of Plaintiffs Complaint, Defendants admit the allegations contained therein.

5. In answering paragraph 4 Plaintiffs Complaint, Defendants admit the allegations contained therein.

**STATEMENT OF FACTS AND BREACH**

6. In answering paragraph 1/Statement of Facts and Breach, Defendants deny the allegations contained therein. Defendants affirmatively allege that there is no contractual relationship with Plaintiff Elizabeth Naylor. Defendants are without sufficient information or belief to either admit or deny that Plaintiffs buy and sell horses through Quartet Farms LLC. Defendants affirmatively allege that Quartet Farms LLC is not licensed to do business in Arizona, or that the residential property is zoned for commercial usage.

7. In answering paragraph 2/Statement of Facts and Breach, Defendants admit their identities; deny engaging in the practice of “remodeling” other than horse fencing.

8. In answering paragraph 3/Statement of Facts and Breach, Defendants deny the allegations contained therein.

9. In answering paragraph 4/Statement of Facts and Breach, Defendants are without sufficient information to either admit or deny and therefore deny the allegations contained therein. Defendants deny that the “indicated they had the experience with specialized products.”

10. In answering paragraph 5/Statement of Facts and Breach, Defendants deny the allegations contained therein.

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- 11. In answering paragraph 6/Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 12. In answering paragraph 7/Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 13. In answering paragraph 8/Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 14. In answering paragraph 9/Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 15. In answering paragraph 10/Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 16. In answering paragraph 10a./Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 17. In answering paragraph 10b./Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 18. In answering paragraph 10c./Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 19. In answering paragraph 10d./Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 20. In answering paragraph 10e./Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 21. In answering paragraph 10f./Statement of Facts and Breach, Defendants deny the allegations contained therein.
- 22. In answering paragraph 10g./Statement of Facts and Breach, Defendants deny any negligence. Defendants are without sufficient information to either admit or deny the remaining allegations and therefore deny the same.
- 23. In answering paragraph 10h./Statement of Facts and Breach, Defendants deny the allegations contained therein.

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24. In answering paragraph 10i./Statement of Facts and Breach, Defendants deny the allegations contained therein.

25. In answering paragraph 10j./Statement of Facts and Breach, Defendants deny the allegations contained therein.

26. In answering paragraph 10k./Statement of Facts and Breach, Defendants deny the allegations contained therein.

27. In answering paragraph 10l./Statement of Facts and Breach, Defendants deny the allegations contained therein.

28. In answering paragraph 10m./Statement of Facts and Breach, Defendants deny the allegations contained therein.

29. In answering paragraph 11/Statement of Facts and Breach, Defendants deny the allegations contained therein. Defendant affirmatively alleges that he and some workers returned to the property to recover equipment including a tractor that were parked in front of the residence. Defendant affirmatively alleges that the Plaintiffs refused to answer the door to discuss questions they had raised regarding invoices.

30. In answering paragraph 12/Statement of Facts and Breach, Defendants deny the allegations contained therein.

31. In answering paragraph 13/Statement of Facts and Breach, Defendants deny the allegations contained therein.

32. In answering paragraph 14/Statement of Facts and Breach, Defendants admit that they contacted the Registrar of Contractors (ROC) and set up a meeting with the investigator at the property; however, Plaintiffs refused to give the investigator access to the property, so the ROC investigator closed the complaint.

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**APPLICABLE LAW SUPPORTING CLAIMS**

33. In answering (1)/Applicable Law Supporting Claims, Defendants affirmatively allege that no promissory note exists, and that any emails constitute settlement offers pursuant to A.R.S. § 408, Arizona Rules of Evidence.

34. In answering paragraph (2)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

35. In answering paragraph (3)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

36. In answering paragraph (4)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

37. In answering paragraph (5)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

38. In answering paragraph (6)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

39. In answering paragraph (7)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

40. In answering paragraph (8)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

41. In answering paragraph (9)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

42. In answering paragraph (10)/Applicable Law Supporting Claims, Defendants deny the allegations contained therein.

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**INJURIES**

43. In answering paragraph (1)/Injuries, Defendants deny the allegations contained therein.

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**DEMAND FOR RELIEF**

44. In answering paragraph (1)/Demand for Relief, Defendants deny the allegations contained therein.

45. In answering paragraph (2)/Demand for Relief, Defendants deny the allegations contained therein. Defendants affirmatively allege Quartet Farms LLC is not licensed to do business in Arizona, and that the property is not zoned for commercial usage.

46. In answering paragraph (3)/Demand for Relief, Defendants deny the allegations contained therein.

47. In answering paragraph (4)/Demand for Relief, Defendants deny the allegations contained therein.

48. In answering paragraph (5)/Demand for Relief, Defendants deny the allegations contained therein.

49. In answering paragraph (6)/Demand for Relief, Defendants deny the allegations contained therein.

50. In answering paragraph (7)/Demand for Relief, Defendants deny the allegations contained therein.

51. In answering paragraph (8)/Demand for Relief, Defendants deny the allegations contained therein.

52. In answering paragraph (9)/Demand for Relief, Defendants deny the allegations contained therein.

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**AFFIRMATIVE DEFENSES**

The Defendants may raise any one or more of the Affirmative Defenses listed below through these proceedings:

- A. Rule 12(b)(6), Ariz.R.Civ.P.;
- B. Lack of contractual relationship between Elizabeth Naylor;
- C. Contributory negligence;

- 1 D. Rule 408, Arizona Rules of Evidence - Settlement Offers;  
2 E. Any other affirmative defenses which become known to the Defendants.

3 WHEREFORE, having fully answered Plaintiffs' Amended Complaint filed  
4 09/27/2021, Defendants pray that the Amended Complaint be dismissed, that Plaintiffs take  
5 nothing thereby, and that pursuant to A.R.S. § 12-341 and 12-341.01, Defendants be awarded  
6 their reasonable attorneys' fees and costs incurred in being required to appear and defend itself  
7 in this matter.  
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9 DATED this 25th of October 2021.

**THOMAS M. BAKER PLC**

11 /s/ Thomas M. Baker

12 Thomas M. Baker  
13 Attorney for Defendants

13 The foregoing e-filed this  
14 25th day of October 2021 with:

15 Clerk of the Superior Court

16 **COPY** of the foregoing emailed  
17 this 25<sup>th</sup> day of October 2021 to:

18 Plaintiff pro per Laura Owens at:

19 @gmail.com

20  
21 /s/ Thomas M. Baker