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7 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

8 **IN AND FOR THE COUNTY OF MARICOPA**

9 In Re the Matter of:

10 **LAURA OWENS,**

11 Plaintiff,

12 v.

13 **GREGORY GILLESPIE,**

14 Defendant.

Case No.: CV2021-052893

15 **ANSWER AND COUNTERCLAIM**

(Assigned to the Hon. Alison Bachus)

16 Defendant, Gregory Gillespie, by and through undersigned counsel, hereby files
17 his Answer and Counterclaim to Plaintiff's Complaint and admits, denies, and alleges as
18 follows:
19

20 **ANSWER**

21 1. In responding to Paragraph 1 of Plaintiff's Complaint, Defendant admits
22 that Plaintiff has plead, in part, tort allegations. However, Plaintiff's Complaint also cites
23 to a criminal statute and, to the extent her civil claim is based on the criminal statute,
24 must fail as the criminal statute does not authorize a private cause of action.
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1 2. In responding to Paragraph 2 of Plaintiff's Complaint, Defendant admits
2 venue is proper for Plaintiff's tort-based claims, but again affirmatively alleges that any
3 civil claims based on criminal statute are improper in this venue and must fail as the
4 criminal statute does not authorize a private cause of action.
5

6 3. Defendant denies the allegations contained in Paragraph 3 of Plaintiff's
7 Complaint and the allegations contained in apparent subsections 4-9 of Paragraph 3 of
8 Plaintiff's Complaint.
9

10 4. In responding to Paragraph 4, Defendant denies that Plaintiff is entitled to
11 an award of attorneys' fees and/or court costs.

12 5. Paragraph 5 does not require a response from Defendant; however, if it is
13 determined that it does require a response, Defendant hereby denies the allegations
14 contained in Paragraph 5.
15

16 6. Plaintiff's Complaint does not contain a Paragraph 10.

17 7. Defendant denies the allegations contained in Paragraphs 11-46 of
18 Plaintiff's Complaint.
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20 8. Defendant denies any and all allegations of Plaintiff's Complaint not
21 specifically admitted herein.
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COUNTERCLAIM

I. FRAUD

23 1. Upon information and belief, Plaintiff knowingly and falsely represented to
24 Defendant that she was pregnant with the intent to force Defendant into a relationship
25 with her causing Defendant consequent and proximate injury and damages as a result.
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1 2. Plaintiff filed her Complaint on August 11, 2021 alleging that she became
2 pregnant with Defendant’s child on their second date.

3 3. Prior to filing her Complaint, Plaintiff provided sonographic images to
4 Defendant on August 6 and August 8 of 2021.

5 4. However, a reverse Google Images search revealed that the sonographic
6 images were identical to a sonogram found on a blog post from 2014.

7 5. Upon information and belief, Plaintiff altered the images by adding her
8 name, date of birth, alleged location of the sonogram, and altered the appearance of the
9 image to distinguish it from the one located on the aforementioned blog post.
10

11 6. To further this fictitious pregnancy, Plaintiff sent Defendant a fabricated
12 email exchange dated August 19, 2021 and August 22, 2021 between herself and
13 California attorneys Alison E. Cordova and Joe Cotchett of Cotchett, Pitre and McCarthy,
14 LLP. Toni Stevens, believed to be a legal assistant at the firm, is also cc’d on the email
15 dated August 19, 2021.
16
17

18 7. In the fraudulent email dated August 19, 2021, Associate, Alison E.
19 Cordova, allegedly emailed Plaintiff, in pertinent part, the following (with the subject line
20 of RE: SENT ON BEHALF OF JOE COTCHETT RE: LAURA OWENS
21 PREGNANCY):
22

23 *“Everything you told us about – pregnancy test and ultrasounds – aligned
24 with the timing you provided us. There were no past pregnancies on your
25 record and the three obstetricians you saw felt that pregnancy was very
26 consistent with intercourse that took place between June 30 and July 1st.
27 [...] It must feel like you have the weight of the world on you, but I have no
28 doubt that the jury will sympathize with your situation. The next step is to
fill out the attached retention agreement”*

1 8. Subsequently, Joe Cotchett allegedly emailed Plaintiff, in pertinent part, the
2 following on August 22, 2021 (with the subject line of SENT ON BEHALF OF JOE
3 COTCHETT RE: LAURA OWENS PREGNANCY):
4

5 *“I’m ready to get started on this the second you give me the go ahead [...] I’m always here for you (and the whole Owens family!) whenever you need me and if you want me to go after this guy, I will make this case a top priority (shhh...) because I really feel for you right now. Allison sent me over the retention agreement and medical files [...] This may be very needy and we could make this a public interest story with the snap of a finger.”*
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10 9. In response, Plaintiff allegedly emailed Joe Cotchett back on August 22,
11 2021 stating, in pertinent part, as follows:

12 *“I think the best call is to pursue alternative service and try to get him twice: once by posting on his house door and the other by calling his company and finding a co-worker to serve him. I think you’re right that you would be better at making those phone calls than me. I texted you the co-workers who we could ask to serve.”*
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16 10. Plaintiff’s alleged email exchange with Alison E. Cordova and Joe Cotchett
17 was emailed to Defendant on August 22, 2021 (with the subject line, Urgent: copy of
18 conversation with Joe Cotchett & contract) along with a manufactured/fabricated
19 Contingent Fee Agreement between Plaintiff and Cotchett, Pitre, and McCarthy, LLP,
20 dated August 23, 2021.
21

22 11. Upon information and belief, neither Alison E. Cordova nor Toni Stevens is
23 currently employed at the firm, nor were they employed at the firm as of August 19 and
24 August 22, 2021.
25

26 12. Believing that there was fraud in Plaintiff’s underlying Complaint,
27 undersigned counsel reached out to the purported attorneys in California who appear to
28

1 completely disavow any connection to this cause as an email dated August 24, 2021
2 SENT ON BEHALF OF JOSEPH W. COTCHETT indicated the firm does not
3 represent Plaintiff in this matter. All subsequent emails from undersigned counsel
4 requesting to speak with Joseph Cotchett about the seemingly fraudulent emails
5 purportedly authored by Joseph Cotchett and lawyers that have not worked at the firm for
6 quite some time, went without any substantive response.
7

8 13. In addition to fabricating documents, Plaintiff has refused to take a non-
9 invasive prenatal paternity test.
10

11 14. Plaintiff stated she was “willing to take a paternity test to prove that the
12 child’s is Greg’s [sic]” but that it would be possible that she would **not** be pregnant, as
13 “I’m unsure what the purpose is because if the pregnancy is not viable, that proves that
14 his coercion did result in the end of the pregnancy.” Essentially, Plaintiff has fabricated
15 the abortion coercion allegation to explain why a paternity test would show that she is not
16 pregnant. Additionally, as of filing, Plaintiff has not taken a paternity test despite
17 Defendant’s repeated offers to pay for the test.
18

19 15. Upon information and belief, Plaintiff’s allegations of abortion coercion,
20 intentional infliction of emotional distress and domestic violence are, quite simply,
21 blatant fabrications that underly her real intention – to force Defendant into a relationship
22 with her (in an email with undersigned counsel on August 23, 2021, Plaintiff stated “he
23 can contact me at [REDACTED] if he **rethinks his decision regarding a relationship**
24 and if he would like to be a part of pregnancy decisions going forward.” (Emphasis
25 added).).
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1 16. Plaintiff's knowingly fraudulent representations to Defendant have caused
2 Defendant consequent and proximate injury and Defendant is therefore entitled to recover
3 consequential damages in an amount to be determined by trier of fact.
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5 **II. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

6 1. Defendant hereby incorporates by reference all allegations of paragraphs 1-
7 16 of Counterclaim I Fraud, above, as if fully set forth herein.
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9 2. In doing so, Defendant hereby alleges that Plaintiff's fraudulent conduct
10 was extreme and outrageous, must either have been intended to cause Defendant
11 emotional distress or recklessly disregarded the near certainty that such distress would
12 result from her conduct and that Defendant has suffered from severe emotional distress as
13 a result of her conduct.
14

15 3. In turn, Defendant is entitled to recover compensatory damages in an
16 amount to be determined by trier of fact.
17

18 **WHEREFORE**, Defendant having fully answered Plaintiff's Complaint and
19 stated his counterclaims, hereby respectfully requests the following:
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- 21 A. That this Court deny Plaintiff's Complaint in its entirety with prejudice;
22 B. That this Court grant Defendant's counterclaims and award Defendant
23 damages in an amount to be determined by trier of fact;
24 C. That this Court award Defendant his attorneys' fees and costs pursuant to
25 A.R.S. §§ 12-341, 12-349, and Rule 11, *Arizona Rules of Civil Procedure*; and
26 D. That this Court grant such other and further relief as deemed appropriate.
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