

Laura Owens  
11440 N 69th St  
Scottsdale, AZ 85254

February 27, 2024

Clayton Echard  
6855 E Camelback Road #7002  
Scottsdale, AZ 85251

**Subject: Comprehensive Legal Notice of Intent to Sue for Breaches of Contractual and Fiduciary Duties**

Dear Mr. Echard,

I write to you with a matter of utmost legal gravity and urgency, pursuant to the breaches of contractual obligations, fiduciary duties, negligence, fraudulent misrepresentation, and professional misconduct as verified by the Arizona Department of Real Estate (ADRE). Your failure to fulfill your professional obligations, specifically in relation to the properties at 19777 N 76th St, Apt 2228, and 7609 N Lynn Oaks Drive, Scottsdale, AZ, has necessitated this action.

**1. Specification of Damages:**

The total compensatory damages sought, \$1,368,936.80, is meticulously calculated based on the current market values of the aforementioned properties as of February 27, 2024, amounting to \$1,244,488. This valuation is derived from reputable real estate valuation services, including Redfin, to ensure accuracy and fairness in compensation for the loss of opportunity and financial detriment caused by your actions. Additionally, \$124,448.80 is sought for emotional distress, quantified in consideration of the psychological impact and distress directly attributable to your professional negligence and the subsequent ADRE findings.

**2. Legal Foundation and ADRE Findings:**

The ADRE's determination that your failure to submit an offer constituted a violation of ARTICLE 11. PROFESSIONAL CONDUCT R4-28-1101, specifically regarding the expeditious performance required by a license holder, solidifies the legal basis of my claims. This finding is pivotal, not merely as an administrative admonition but as substantive evidence of your failure to uphold the duties owed to me, thereby strengthening my legal stance on the breaches of contractual and fiduciary duties.

The precedential value of similar legal disputes, notably **Stewart v. Sterling**, as adjudicated by the Arizona Court of Appeals, serves as a pertinent legal analog, illustrating the judiciary's stance on such professional breaches within our jurisdiction. It is imperative to acknowledge that the legal principles espoused in these precedents underscore the seriousness with which the courts regard such breaches and the consequent liabilities thereof.

**3. Stipulated Conditions for Resolution:**

In lieu of immediate litigation, I propose an alternative resolution contingent upon your stipulation to dismiss FC2023-052114 Owens v. Echard forthwith and to mutually agree to forebear from any future legal actions against each other for any claims. This proposition is tendered in a spirit of amicable dispute resolution and to mitigate further legal entanglements.

**Requirement for Immediate Compliance:**

Your response to this legal notice is mandated by no later than February 29, 2024, by the close of business. Absent a satisfactory response, I am fully prepared to initiate legal proceedings to seek redress and restitution for the aforementioned breaches.

Sincerely,

Laura Owens