

1 Scott Griffiths (028906)
2 **LAW OFFICE OF SCOTT GRIFFITHS PLLC**
3 201 E Southern Avenue, Suite 201
4 Tempe, Arizona 85282
5 Telephone: 602-875-0601
6 Fax: 602-926-1864
7 Email: docket@griffithslawaz.com
8 *Attorney for Defendants/Counterclaimant*

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

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

11 **JORDAN CHOATE**, an individual; **SIERRA**
12 **CHOATE** an individual; **JACEY**
13 **KETCHAM**, an individual,

14 Plaintiffs,

15 v.

16 **BRIANNA MILLER**, an individual;
17 **CATHERINE BARNES**, an individual;
18 **BETTY BARNES**, an individual; JOHN
19 DOES and JANE DOES I-X, and XYZ
20 ENTITIES I-V,

21 Defendants.

22 **BRIANNA MILLER**, an individual,

23 Counterclaimant,

24 v.

25 **JORDAN CHOATE**, an individual; **SIERRA**
26 **CHOATE** an individual; **JACEY**
27 **KETCHAM**, an individual,

28 Counterdefendants.

Case No.: CV2025-030635

**ANSWER TO COMPLAINT AND
COUNTERCLAIM**

1 For their Answer to the Plaintiffs' Complaint, Defendants respond and allege as
2 follows:

- 3 1. Defendants admit the allegations contained in Paragraph 1 of the Complaint.
- 4 2. Defendants lack information sufficient to respond to the allegations
5 contained in Paragraph 2 of the Complaint. While believed to be accurate, Defendants
6 deny the allegations in Paragraph 2 of the Complaint.
- 7 3. Defendants admit the allegations contained in Paragraph 3 of the Complaint.
- 8 4. Defendants admit the allegations contained in Paragraph 4 of the Complaint.
- 9 5. Defendants admit the allegations contained in Paragraph 5 of the Complaint.
- 10 6. Defendants admit the allegations contained in Paragraph 6 of the Complaint.
- 11 7. Defendants deny the allegations contained in Paragraph 7 of the Complaint.
- 12 8. Defendants deny the allegations contained in Paragraph 8 of the Complaint.
- 13 9. Defendants deny the allegations contained in Paragraph 9 of the Complaint.
- 14 10. Defendants admit, generally, that the events occurred in Arizona.
15 Defendants deny any remaining allegations in Paragraph 10 of the Complaint.
- 16 11. Defendants admit the allegations in Paragraph 11 of the Complaint.

17 GENERAL ALLEGATIONS

18 12. In answering the allegations in Paragraph 12 of the Complaint, Defendants
19 incorporate by reference each and every preceding denial, admission and affirmative
20 defenses as if it is set forth herein.

21 13. Defendants admit the allegations contained in Paragraph 13 of the
22 Complaint.

23 14. Defendant **Brianna Miller** admits the allegations in Paragraph 14 of the
24 Complaint. Defendants **Cathy Barnes and Betty Barnes** are not parties to any purported
25 agreements and are without information sufficient to respond and therefore deny the same.

26 15. Defendant **Brianna Miller** admits the allegations in Paragraph 15 of the
27 Complaint. Defendants **Cathy Barnes and Betty Barnes** are not parties to any purported
28 agreements and are without information sufficient to respond and therefore deny the same.

1 16. Defendant [REDACTED] denies that a complete agreement was made.
2 Defendants [REDACTED] and [REDACTED] are not parties to any purported agreements
3 and are without information sufficient to respond and therefore deny the same.

4 17. Defendant [REDACTED] denies the allegation(s) in Paragraph 17
5 accurately define(s) the terms of any purported agreement. Defendants [REDACTED] and
6 [REDACTED] are not parties to any purported agreements and are without information
7 sufficient to respond and therefore deny the same.

8 18. Defendant [REDACTED] denies the allegation in Paragraph 18 as
9 ownership percentage was never discussed or agreed to. Defendant [REDACTED] further
10 alleges that the parties specifically agreed that Bandit would live with the Roommates in
11 Flagstaff during the school year, but would remain with Defendant [REDACTED] at her
12 home in Mesa when the Roommates were not in Flagstaff (i.e. holiday breaks, summer
13 vacation, spring break, etc.) Defendants [REDACTED] and [REDACTED] are not parties to
14 any purported agreements and are without information sufficient to respond and therefore
15 deny the same.

16 19. Defendants have no information regarding the allegations in Paragraph 19
17 and therefore deny the same.

18 20. Defendants have no information regarding the allegations in Paragraph 20
19 and therefore deny the same. Defendants do not believe this could be the case as Bandit
20 was not registered at the time of extensive veterinary care and Defendant [REDACTED]
21 paid for microchip/registration at that time and, upon information and belief, is the
22 "registered owner" of Bandit to this day.

23 21. Defendants admit the allegations in Paragraph 21 of the Complaint.
24 Defendant [REDACTED] further alleges that at the time of the lease signing, she claimed
25 ownership of Bandit on her lease and that no other Plaintiff did. Defendants [REDACTED]
26 and [REDACTED] are not parties to any purported agreements and are without information
27 sufficient to respond and therefore deny the same.

28 22. Defendant [REDACTED] admits, generally, the allegations in Paragraph 22
of the Complaint. Defendants [REDACTED] and [REDACTED] are not parties to any

1 purported agreements and are without information sufficient to respond and therefore
2 deny the same.

3 23. Responding to Paragraph 23, Defendant Brianna Miller admits that she told
4 the other Roommates that she wasn't going to live with them in Fall 2025. Defendant
5 Brianna Miller denies the remaining allegations and characterizations in Paragraph 23 of
6 the Complaint. Defendants Cathy Barnes and Betty Barnes are not parties to any purported
7 agreements and are without information sufficient to respond and therefore deny the same.

8 24. Defendant Brianna Miller denies the allegations in Paragraph 24.
9 Defendants Cathy Barnes and Betty Barnes are not parties to any purported agreements
10 and are without information sufficient to respond and therefore deny the same.

11 25. Defendant Brianna Miller denies the allegations in Paragraph 25.
12 Defendants Cathy Barnes and Betty Barnes are not parties to any purported agreements
13 and are without information sufficient to respond and therefore deny the same.

14 26. Defendant Brianna Miller denies the allegations in Paragraph 26.
15 Defendants Cathy Barnes and Betty Barnes are not parties to any purported agreements
16 and are without information sufficient to respond and therefore deny the same.

17 27. Defendant Brianna Miller admits the allegations in Paragraph 27.
18 Defendants Cathy Barnes and Betty Barnes are not parties to any purported agreements
19 and are without information sufficient to respond and therefore deny the same.

20 28. Defendant Brianna Miller denies the allegations in Paragraph 28 and
21 affirmatively alleges that two Plaintiffs (Jordan and Sierra) planned to (and did) return to
22 San Diego for the summer and did not participate in the conversation. Jacey did participate
23 in the conversation and asked Brianna to watch Bandit for her as she returned to California
24 and Brianna told Jacey that if she was going to watch Bandit, it would be in Mesa, to
25 which Jacey responded, "that's fine." Defendants Cathy Barnes and Betty Barnes are not
26 parties to any purported agreements and are without information sufficient to respond and
27 therefore deny the same.

28 29. Responding to Paragraph 29, Defendant Brianna Miller admits that she took
Bandit to Mesa. Miller denies any negative implication or suggestion that she did so while

1 Plaintiffs were "out of town." She did so because the Plaintiffs left Bandit in her care
2 while they returned to their homes for summer vacation as previously agreed. Defendants
3 [REDACTED] and [REDACTED] are not parties to any purported agreements and are
4 without information sufficient to respond and therefore deny the same.

5 30. Responding to Paragraph 30, Defendant [REDACTED] admits that she took
6 Bandit to the vet for emergency care. She denies that she did not provide updates as to
7 Bandit's care. She alleges she provided Plaintiffs with an update on Bandit's condition as
8 well as the name and contact information for the vet's office if they had additional
9 questions. Defendants [REDACTED] and [REDACTED] are not parties to any purported
10 agreements and are without information sufficient to respond and therefore deny the same.

11 31. Defendant [REDACTED] does not have information sufficient to respond
12 to the allegations in Paragraph 31 and therefore denies the same, but affirmatively states
13 that she did text the Plaintiffs that Bandit was coming home. Defendants [REDACTED]
14 and [REDACTED] are not parties to any purported agreements and are without information
15 sufficient to respond and therefore deny the same.

16 32. Responding to Paragraph 32, Defendant [REDACTED] admits that [REDACTED]
17 asked for her to bring Bandit back to Flagstaff for Fall 2025. Defendant [REDACTED]
18 denies any further allegation in Paragraph 32. Defendants [REDACTED] and [REDACTED]
19 are not parties to any purported agreements and are without information sufficient to
20 respond and therefore deny the same.

21 33. Defendant [REDACTED] admits the allegations in Paragraph 33 of the
22 Complaint. Defendants [REDACTED] and [REDACTED] are not parties to any purported
23 agreements and are without information sufficient to respond and therefore deny the same.

24 34. Defendant [REDACTED] admits that [REDACTED] discussed Bandit but denies the
25 characterization of the discussion and the remaining allegations in Paragraph 34.
26 Defendants [REDACTED] and [REDACTED] are not parties to any purported agreements
27 and are without information sufficient to respond and therefore deny the same.

28 35. Defendants admit the allegations in Paragraph 35 of the Complaint.

36. Defendants [REDACTED] Brianna Miller and Cathy Barnes deny the allegations in Paragraph 36 of the Complaint. Defendant [REDACTED] Betty Barnes is not a party to any purported discussions or agreements identified in Paragraph 36 of the Complaint and is without information sufficient to respond to the allegations in the paragraph and therefore denies the same.

37. Defendants [REDACTED] Brianna Miller and Cathy Barnes deny the allegations in Paragraph 37 of the Complaint. Defendant [REDACTED] Betty Barnes is not a party to any purported discussions or agreements identified in Paragraph 37 of the Complaint and is without information sufficient to respond to the allegations in the paragraph and therefore denies the same.

38. Defendants admit the allegations in Paragraph 38 of the Complaint.

39. Defendants admit the allegations in Paragraph 39 of the Complaint.

40. Defendants admit the allegations in Paragraph 40 of the Complaint.

41. Defendants admit the allegations in Paragraph 41 of the Complaint.

42. Defendants deny the allegations in Paragraph 42 of the Complaint.

43. Defendants admit the allegations in Paragraph 43 of the Complaint.

44. Defendants deny the allegations in Paragraph 44 of the Complaint.

45. Defendants are without information sufficient to respond to the allegations in Paragraph 45 of the Complaint and therefore deny the same.

46. Defendants are without information sufficient to respond to the allegations in Paragraph 46 of the Complaint and therefore deny the same.

47. Defendants are without information sufficient to respond to the allegations in Paragraph 47 of the Complaint and therefore deny the same.

48. Defendants are without information sufficient to respond to the allegations in Paragraph 48 of the Complaint and therefore deny the same.

49. Defendants deny the allegations in Paragraph 49 of the Complaint.

COUNT ONE

(BREACH OF CONTRACT – BRIANNA MILLER)

1 50. In answering the allegations in Paragraph 50 of Plaintiff's Complaint,
2 Defendants incorporate by reference each and every preceding denial, admission and
3 affirmative defenses as if it is set forth herein.

4 51. Defendant **Brianna Miller** denies the allegations contained in Paragraph 51.
5 Paragraph 51 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
6 **Barnes** and therefore do not require a response from either Defendant. To the extent
7 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 51 of the
8 Complaint, both Defendants are without information sufficient to respond to the
9 allegations in Paragraph 51 of the Complaint and therefore deny the same.

10 52. Defendant **Brianna Miller** denies the allegations contained in Paragraph 52.
11 Paragraph 52 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
12 **Barnes** and therefore do not require a response from either Defendant. To the extent
13 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 52 of the
14 Complaint, both Defendants are without information sufficient to respond to the
15 allegations in Paragraph 52 of the Complaint and therefore deny the same.

16 53. Defendant **Brianna Miller** denies the allegations contained in Paragraph 53.
17 Paragraph 53 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
18 **Barnes** and therefore do not require a response from either Defendant. To the extent
19 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 53 of the
20 Complaint, both Defendants are without information sufficient to respond to the
21 allegations in Paragraph 53 of the Complaint and therefore deny the same.

22 54. Defendant **Brianna Miller** denies the allegations contained in Paragraph 54.
23 Paragraph 54 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
24 **Barnes** and therefore do not require a response from either Defendant. To the extent
25 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 54 of the
26 Complaint, both Defendants are without information sufficient to respond to the
27 allegations in Paragraph 54 of the Complaint and therefore deny the same.

28 55. Defendant **Brianna Miller** denies the allegations contained in Paragraph 55.
Paragraph 55 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**

1 [REDACTED] and therefore do not require a response from either Defendant. To the extent
2 Defendants [REDACTED] Cathy Barnes and Betty Barnes are required to respond to Paragraph 55 of the
3 Complaint, both Defendants are without information sufficient to respond to the
4 allegations in Paragraph 55 of the Complaint and therefore deny the same.

5 56. Defendant [REDACTED] Brianna Miller denies the allegations contained in Paragraph 56.
6 Paragraph 56 of the Complaint are not directed to Defendants [REDACTED] Cathy Barnes and Betty
7 Barnes and therefore do not require a response from either Defendant. To the extent
8 Defendants [REDACTED] Cathy Barnes and Betty Barnes are required to respond to Paragraph 56 of the
9 Complaint, both Defendants are without information sufficient to respond to the
10 allegations in Paragraph 56 of the Complaint and therefore deny the same.

11 57. Defendant [REDACTED] Brianna Miller denies the allegations contained in Paragraph 57.
12 Paragraph 56 of the Complaint are not directed to Defendants [REDACTED] Cathy Barnes and Betty
13 Barnes and therefore do not require a response from either Defendant. To the extent
14 Defendants [REDACTED] Cathy Barnes and Betty Barnes are required to respond to Paragraph 56 of the
15 Complaint, both Defendants are without information sufficient to respond to the
16 allegations in Paragraph 56 of the Complaint and therefore deny the same.

17 COUNT TWO

18 (BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING –

19 [REDACTED] BRIANNA MILLER

20 58. In answering the allegations in Paragraph 58 of the Complaint, Defendants
21 incorporate by reference each and every preceding denial, admission and affirmative
22 defenses as if it is set forth herein.

23 59. Defendant [REDACTED] Brianna Miller denies the allegations contained in Paragraph 59.
24 Paragraph 59 of the Complaint are not directed to Defendants [REDACTED] Cathy Barnes and Betty
25 Barnes and therefore do not require a response from either Defendant. To the extent
26 Defendants [REDACTED] Cathy Barnes and Betty Barnes are required to respond to Paragraph 59 of the
27 Complaint, both Defendants are without information sufficient to respond to the
28 allegations in Paragraph 59 of the Complaint and therefore deny the same.

60. Defendant Brianna Miller denies the allegations contained in Paragraph 60. Paragraph 60 of the Complaint are not directed to Defendants Cathy Barnes and Betty Barnes and therefore do not require a response from either Defendant. To the extent Defendants Cathy Barnes and Betty Barnes are required to respond to Paragraph 60 of the Complaint, both Defendants are without information sufficient to respond to the allegations in Paragraph 60 of the Complaint and therefore deny the same.

61. Defendant Brianna Miller denies the allegations contained in Paragraph 61. Paragraph 61 of the Complaint are not directed to Defendants Cathy Barnes and Betty Barnes and therefore do not require a response from either Defendant. To the extent Defendants Cathy Barnes and Betty Barnes are required to respond to Paragraph 61 of the Complaint, both Defendants are without information sufficient to respond to the allegations in Paragraph 61 of the Complaint and therefore deny the same.

62. Defendant **Brianna Miller** denies the allegations contained in Paragraph 62. Paragraph 62 of the Complaint are not directed to Defendants **Cathy Barnes and Betty Barnes** and therefore do not require a response from either Defendant. To the extent Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 62 of the Complaint, both Defendants are without information sufficient to respond to the allegations in Paragraph 62 of the Complaint and therefore deny the same.

63. Defendant **Brianna Miller** denies the allegations contained in Paragraph 63. Paragraph 63 of the Complaint are not directed to Defendants **Cathy Barnes and Betty Barnes** and therefore do not require a response from either Defendant. To the extent Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 63 of the Complaint, both Defendants are without information sufficient to respond to the allegations in Paragraph 63 of the Complaint and therefore deny the same.

COUNT THREE

(UNJUST ENRICHMENT – BRIANNA MILLER)

1 64. In answering the allegations in Paragraph 64 of the Complaint, Defendants
2 incorporate by reference each and every preceding denial, admission and affirmative
3 defenses as if it is set forth herein.

4 65. Defendant **Brianna Miller** denies the allegations contained in Paragraph 65.
5 Paragraph 65 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
6 **Barnes** and therefore do not require a response from either Defendant. To the extent
7 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 65 of the
8 Complaint, both Defendants are without information sufficient to respond to the
9 allegations in Paragraph 65 of the Complaint and therefore deny the same.

10 66. Defendant **Brianna Miller** denies the allegations contained in Paragraph 66.
11 Paragraph 66 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
12 **Barnes** and therefore do not require a response from either Defendant. To the extent
13 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 66 of the
14 Complaint, both Defendants are without information sufficient to respond to the
15 allegations in Paragraph 66 of the Complaint and therefore deny the same.

16 67. Defendant **Brianna Miller** denies the allegations contained in Paragraph 67.
17 Paragraph 67 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
18 **Barnes** and therefore do not require a response from either Defendant. To the extent
19 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 67 of the
20 Complaint, both Defendants are without information sufficient to respond to the
21 allegations in Paragraph 67 of the Complaint and therefore deny the same.

22 68. Defendant **Brianna Miller** denies the allegations contained in Paragraph 68.
23 Paragraph 68 of the Complaint are not directed to Defendants **Cathy Barnes and Betty**
24 **Barnes** and therefore do not require a response from either Defendant. To the extent
25 Defendants **Cathy Barnes and Betty Barnes** are required to respond to Paragraph 68 of the
26 Complaint, both Defendants are without information sufficient to respond to the
27 allegations in Paragraph 68 of the Complaint and therefore deny the same.

28
COUNT FOUR

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

70. Defendants deny the allegations contained in Paragraph 70.

71. Defendants deny the allegations contained in Paragraph 71.

72. Defendants deny the allegations contained in Paragraph 72.

73. Defendants deny the allegations contained in Paragraph 73.

74. Defendants deny the allegations contained in Paragraph 74.

Defendants hereby allege the following affirmative defenses:

- ## **PRAYER FOR RELIEF**

1 Having fully responded to Plaintiffs' Complaint, Defendants pray for the following
2 relief:

- 3 A. A ruling in favor of Defendants and against Plaintiffs on all counts;
4 B. A denial of any requested declaratory relief;
5 C. A declaration the Defendant [REDACTED] is the sole and rightful owner of
6 Bandit;
7 D. An award of Defendants' attorneys' fees and costs or sanction pursuant to
8 A.R.S. 12-341.01, and any other applicable law;
9 E. An award of pre- and post-judgment interest at the highest rate provided by
10 law;
11 F. Any other relief the Court deems proper and just.

12
13 **COUNTERCLAIM**

14 For her counterclaim, Counterclaimant [REDACTED] alleges as follows:

- 15 1. Counterclaimant [REDACTED] ("Brianna") is a resident of Mesa, Arizona.
16 She currently resides in Flagstaff as she completes her final year at Northern Arizona
17 University.
18 2. Counterdefendant [REDACTED] ("Jordan") is a resident of Flagstaff,
19 Arizona.
20 3. Counterdefendant [REDACTED] ("Sierra") is a resident of San Diego,
21 California.
22 4. Counterdefendant [REDACTED] ("Jacey") is a is a resident of Flagstaff,
23 Arizona.
24 5. Counterdefendants Does 1-10 are individuals or corporate entities who have
25 liability in this matter whose identities and involvement are currently unknown. Their
26 names will be substituted upon discovery and in accordance with the Court's Scheduling
27 Order and Arizona Rules of Civil Procedure.
28

6. The events alleged in the Counterclaims occurred in Arizona. Jurisdiction and venue are appropriate in this Court.

GENERAL ALLEGATIONS

7. In August 2023, Brianna, Jordan, Sierra, and Jacey moved into a four-bedroom apartment together near Northern Arizona University, in Flagstaff, Arizona.

8. On or around September 15, 2023, the parties discussed adopting a dog ("Bandit") that had been put up for adoption by another NAU student.

9. While deciding to adopt Bandit, the parties discussed the various aspects of caring for Bandit but never fully defined ownership interests or time division with Bandit. They simply agreed to care for Bandit and then made a working schedule for walking and feeding Bandit.

10. This was primarily because Bandit was going to live with all of them in the apartment and each roommate would presumably care for Bandit as he needed something (i.e. a walk, food, etc...)

11. Initially, the roommates all cared for Bandit. But as time passed, Jordan, Sierra, and Jacey relied heavily on Brianna to provide care for Bandit, particularly when they left Arizona to return to California for holiday breaks.

12. For example, Bandit stayed with Brianna and Brianna's family during the Christmas, spring break, summer vacation, and the following Christmas.

13. To that extent, Jordan, Sierra, and Jacey relied on Brianna to provide care for Bandit when they chose not to and had other engagements and Brianna provided significantly more care for Bandit than the others did.

14. Unsurprisingly, Brianna bonded with Bandit and registered Bandit as an emotional support animal (“ESA”) on March 28, 2024 and claimed Bandit as her ESA on housing applications for the 2025 school year while none of the other roommates did.

15. In November 2024, the [REDACTED] began planning their living arrangements for the following school year. [REDACTED] and Jacey were dragging their feet on where to live and [REDACTED] did not want to wait to commit to housing arrangements.

1 As such, Brianna stated that she did not want to room with Jordan and Jacey in the fall of
2 2025.

3 16. In early 2025, tensions between the roommates were rising. Brianna began
4 spending less time at the home but still stopped by to care for Bandit.

5 17. In the spring of 2025, Brianna, Jordan, and Jacey discussed where Bandit
6 would stay for the summer. Jordan and Jacey discussed that Bandit should stay in Flagstaff
7 for the summer and Brianna suggested her home in Mesa.

8 18. Eventually, Jordan and Sierra returned to San Diego, leaving Bandit with
9 Jacey and Brianna.

10 19. Jacey contacted Brianna and asked if she would care for Bandit as she wanted
11 to return to California for some personal events. Brianna stated that if she was going to
12 take Bandit, she would be taking him to Mesa for the summer. As a result, Brianna again
13 took Bandit home for the summer.

14 20. To learn more about Bandit and his needs, Brianna had Bandit's DNA tested
15 and identified Bandit as Australian Cattle Dog, American Pit Bull Terrier, German
16 Shepherd, and Border Collie. To Brianna, this meant that Bandit needed room to run and
17 plenty of exercise.

18 21. In June 2025, shortly after arriving at Brianna's home, Bandit became very
19 ill. Brianna took Bandit to an emergency veterinarian. Over the course of two days, Bandit
20 was treated at the vet's office.

21 22. Brianna provided information via text about Bandit's health to the
22 roommates and gave the roommates the contact information for the vet's office.

23 23. Jordan, Sierra, and Jacey didn't ask about the vet bills, instead relying on
24 Brianna to cover the vet bills that exceeded \$7,000.00. They told Brianna not to provide
25 more vet testing for Bandit without their permission unless it was an emergency.

26 24. In July 2025, Jacey and Brianna discussed Bandit returning to Flagstaff.
27 However, Brianna did not think it was in Bandit's best interest to live in Jacey's small
28 apartment.

25. [REDACTED] Brianna and Jacey discussed that Bandit may be better placed in a home with a yard, like [REDACTED]'s home in California. However, nothing was decided and Bandit remains at [REDACTED] Brianna's mother's home in Mesa.

26. In July and August 2025, Sierra and Jordan's father began emailing with Brianna's mother, attempting to address Bandit's living situation.

27. Because Brianna and her family had provided significantly more care of Bandit, both physically and financially, Brianna elected to cease communication with Mr. Choate.

28. [REDACTED] Jordan, Sierra, and Jacey have not communicated with [REDACTED] Brianna about Bandit for months. [REDACTED] Sierra last communicated with [REDACTED] Brianna on July 5, 2025 about not taking Bandit to the vet unless it was life threatening. [REDACTED] Jordan last texted with [REDACTED] Brianna on July 4, 2025 inquiring about why Bandit needed ultrasounds. [REDACTED] Jacey last communication was about who was keeping Bandit and where Bandit would stay during the school year.

29. [REDACTED] Jordan, Sierra, and Jacey have minimal, if any, legal claim to Bandit as [REDACTED] Brianna has provided significantly more financial and physical care for Bandit and cared for Bandit during nearly all school holidays and breaks.

CLAIMS FOR RELIEF

Count One – Declaratory Relief (against all Counterdefendants)

30. Counterclaimant incorporates all allegations herein.

31. As alleged herein, the parties adopted Bandit but did not have an agreement as to percentage of ownership or assignment of care for Bandit. Instead, they opted to provide care for Bandit collaboratively, as needed.

32. Over time, the Counterdefendants relied on [REDACTED] to provide more care for Bandit, particularly over holidays and school breaks when Counterdefendants would return to California.

33. During one such event, Bandit became very ill.

34. Despite knowing that Bandit had emergency care and incurred vet bills, Counterdefendants failed to pay for the vet bills until this litigation was imminent. They also told Branna not to return Bandit for emergency care unless they were all consulted.

35. Because she has ensured Bandit's continual care during holidays and school breaks and veterinarian care, Counterclaimant is entitled to a declaration from this Court that she is Bandit's equitable and rightful owner and that Counterdefendants are not entitled to claim physical, financial, or equitable ownership of Bandit.

Count Two – Breach of Contract (against all Counterdefendants)

36. Counterclaimant incorporates all allegations herein.

37. In the alternative, to the extent that the roommates had any agreement as to a percentage of ownership or division of time with Bandit, [Jordan, Sierra, and Jacey] altered the agreement by relying heavily on [Brianna] to provide physical care for Bandit during holidays and breaks from school.

38. In addition, Brianna shouldered significant vet bills when Bandit became very sick in June 2025. Jordan, Sierra, and Jacey did not offer to pay for the vet bills and only made an offer to do so after several months in after realizing that Bandit may not be returning to live in Flagstaff.

39. Brianna moved into different housing for the 2025 fall semester while Tacey and Jordan continued living together. Sierra now lives in San Diego, California.

40. Each of these fundamentally changed the nature of the agreement that the parties would care for Bandit.

41. Counterdefendants have breached their agreement and Counterclaimant has spent significantly more time and expense in caring for Bandit.

42. As a result of this breach, Counterclaimant has suffered damages in an amount to be proven at trial.

43. Because this alternative pleading arises from contract, Counterclaimant is entitled to an award of her incurred attorneys' fees and costs.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PRAYER FOR RELIEF

Having pled her Counterclaims, Counterclaimant requests the following relief:

- A. A declaration from the Court that Counterclaimant is Bandit’s equitable and rightful owner;
- B. That Counterdefendants are not entitled to claim physical, financial, or equitable ownership of Bandit;
- C. That Counterdefendants have breached their agreement with Counterclaimant and that Counterclaimant is entitled to compensatory and other such relief;
- D. That Counterclaimant is entitled to an award of her incurred attorneys’ fees and costs pursuant to A.R.S. § 12-341.01 and other applicable law;
- E. Any other relief the Court deems proper and just.

RESPECTFULLY submitted this 9th day of October 2025.

LAW OFFICE OF SCOTT GRIFFITHS PLLC

/s/ Scott Griffiths
Scott Griffiths
Attorney for Defendants/Counterclaimant