

Nathan T. Udall, #034222  
Nathan@DentonPeterson.com



1930 N. ARBOLEDA ROAD, SUITE 200  
MESA, ARIZONA 85213  
TELEPHONE: (480) 325-9900  
FACSIMILE: (480) 325-9901  
[HTTPS://ARIZONABUSINESSLAWYERAZ.COM](https://arizonabusinesslawyeraz.com)

Attorney for Plaintiffs

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA

JORDAN CHOATE, an individual; SIERRA  
CHOATE, an individual; JACEY KETCHAM  
an individual;

Plaintiffs,

vs.

BRIANNA MILLER, an individual;  
CATHERINE BARNES, an individual;  
BETTY BARNES, and individual; JOHN  
DOES and JANE DOES I-X, and XYZ  
ENTITIES I-V.

Defendants.

No.

COMPLAINT

Plaintiffs, Jordan Choate, Sierra Choate, and Jacey Ketcham ("Plaintiffs"), by and through undersigned counsel, hereby files this Complaint against Defendants Brianna Miller and Cathy Barnes ("Defendants"), and alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Jordan Choate ("Jordan") is a college student at Northern Arizona University, and resides in Flagstaff, Arizona.
2. Plaintiff Sierra Choate ("Sierra") is a college student at Northern Arizona University, and resides in San Diego, California.
3. Plaintiff Jacey Ketcham ("Jacey") is a college student at Northern Arizona University, and resides Flagstaff Arizona.

1           4. Defendant Brianna Miller ("Brianna") is a college student at Northern Arizona  
2 University, and resides in Maricopa County and Flagstaff, Arizona.

3           5. Defendant Catherine Barnes ("Cathy") is the mother of Brianna and resides in  
4 Maricopa County, Arizona.

5           6. Defendant Betty Barnes ("Betty") is the grandmother of Brianna and resides in  
6 Maricopa County, Arizona

7           7. Upon information and belief, Defendants John Does, Jane Does, and XYZ  
8 Entities I-X are persons or entities with potential liability in this case. Plaintiff reserves the  
9 right to amend this Complaint to name these parties individually once their true identities are  
10 determined.

11           8. The acts, omissions, representations, understandings, agreements, and contracts  
hereinafter alleged were either done by, agreed to or ratified by Defendants herein, whether  
named or unnamed, and Defendants benefited either directly or indirectly from the acts,  
omissions, representations, understandings, agreements and contracts hereinafter alleged. As  
a result of the benefit derived and the agreement to or ratification of the acts, omissions,  
representations, understandings, agreements and contracts, Defendants are jointly and  
severally liable for the acts, omissions, representations, understandings, agreements, and  
contracts alleged herein.

12           9. At all times relating hereto, any Defendant married to any "John or Jane Doe"  
13 Defendant acted on behalf and for the benefit of their marital community.

14           10. Defendants entered into a contractual relationship with Plaintiffs in Arizona and  
15 caused events to occur in Arizona out of which this lawsuit arises.

16           11. Jurisdiction and venue are appropriate in this Court.

17                           **GENERAL ALLEGATIONS**

18           12. Plaintiffs incorporate here the allegations above.

1           13. In August of 2023, [REDACTED] (the "Roommates"), all  
2 moved into to a four-bedroom apartment together near the campus of Northern Arizona  
3 University ("NAU") in Flagstaff, Arizona.

4           14. On or around September 15, 2023, the Roommates discovered that a dog  
5 ("Bandit") had been put up for adoption by other students at NAU.

6           15. On or around September, 17, 2023, the Roommates all agreed to adopt Bandit.

7           16. As part of the adoption of Bandit, the Roommates made a verbal agreement  
8 about how they would take care of Bandit (the "Agreement").

9           17. According to the Agreement, the Roommates would split the expenses and the  
10 responsibilities associated with caring for Bandit evenly amongst themselves.

11           18. Also, as part of the Agreement, the Roommates all agreed that each would be  
an equal owner of Bandit and be entitled to spend 25% of the year with Bandit as an equal  
owner of the dog.

12           19. On or around November 10, 2023, [REDACTED] registered Bandit under her name in  
Coconino County.

13           20. On or around January of 2024, [REDACTED] also registered Bandit's microchip under  
her name.

14           21. On or around July of 2024, the Roommates moved into a 4-bedroom house in  
Flagstaff.

15           22. On our around November 22, 2024, the Roommates had made tentative plans to  
live with each in Flagstaff for the fall 2025 semester.

16           23. Then, on or around November 27, 2024, [REDACTED] informed Plaintiffs that she  
was not going to live with them during the fall semester of 2025, and that she did not want to  
reside with Bandit for that semester because her new roommates did not agree to take in the  
dog.

17           24. Plaintiffs then agreed with [REDACTED] to have Bandit live with them for the fall  
2025 semester.

1           25. Beginning on or around December 2024, [REDACTED] began spending less time at  
2 the house, which resulted in her becoming forgetful about her equal responsibilities to Bandit.

3           26. [REDACTED] even left Flagstaff several weekends without telling Plaintiffs or  
4 making sure that Bandit was cared for.

5           27. On or around May of 2025, the Roommates had a discussion about where  
6 Bandit would stay for the summer.

7           28. Plaintiffs wanted Bandit to stay in Flagstaff for the summer, while [REDACTED]  
8 wanted to take Bandit home to Mesa, Arizona.

9           29. On or around May 20, 2025, while Plaintiffs were out of town, [REDACTED] took  
10 Bandit back home to Mesa, Arizona.

11           30. On or around June 14, 2025, [REDACTED] took Bandit to the emergency vet and  
provided very limited updates to Plaintiffs.

          31. Plaintiffs had to call the vet themselves to find out that Bandit was taken home  
from the vet on June 16, 2025.

          32. On or around July 2, 2025, [REDACTED] asked [REDACTED] to bring Bandit back to  
Flagstaff for the fall semester and [REDACTED] refused.

          33. The next day, on July 3, 2025, [REDACTED] returned to Flagstaff without Bandit,  
and left Bandit with [REDACTED] family in Mesa, Arizona,.

          34. On or around July 4, 2025, [REDACTED] confronted [REDACTED] about Bandit and [REDACTED]  
making a unilateral decision, informed [REDACTED] that Bandit would be staying with Defendants  
[REDACTED] and [REDACTED] in Mesa for the Semester.

          35. Neither [REDACTED] nor [REDACTED] were apart of any agreement between the parties.

          36. Both [REDACTED] and [REDACTED] then told [REDACTED] they would give Bandit back if they  
paid the approximately \$7,000.00 bill from Bandit's June 14 trip to the vet.

          37. Plaintiffs agreed to pay the veterinarian bill, but then [REDACTED] and [REDACTED]  
changed their position and said that Bandit is happier residing in Mesa with [REDACTED] and [REDACTED].

          38. On or around July 5, 2025, [REDACTED] left Flagstaff and returned home to Mesa.

1 39. Soon after [redacted] left Flagstaff, [redacted] and [redacted] father, Greg Choate  
2 ("Greg"), began to communicate with [redacted] about the vet bill and Bandit's living situation.

3 40. On or around July 27, 2025, [redacted] backed out of all communications with  
4 Greg, and informed Greg that [redacted] would be seeking legal counsel.

5 41. Since that day, Defendants have stopped all communications with Plaintiffs.

6 42. Since that day Plaintiffs have paid their equal share of Bandit's veterinarian bill  
7 from Bandit's June 14 trip, by mailed check.

8 43. Upon information and belief, Bandit is still currently living with Defendants in  
9 Mesa.

10 44. Defendants have completely deprived Plaintiffs of access to Bandit.

11 45. Plaintiffs had secured housing in Flagstaff for the fall 2025 semester that was  
specifically dog friendly in anticipation that [redacted] would hold up her end of the agreement  
and return the dog.

46. Said housing was more expensive than non-friendly dog housing.

47. Plaintiff [redacted] has received a prescription from a licensed therapists stating  
that having an emotional support animal would be beneficial to [redacted].

48. [redacted] was anticipating utilizing Bandit as a emotional support animal for this  
fall 2025 semester.

49. Plaintiffs have been deprived of their use and enjoyment of Bandit due to  
[redacted] Brianna's conduct.

**COUNT ONE**  
**(Breach of Contract – Against [redacted] Brianna)**

50. Plaintiffs incorporate here the allegations above.

51. The Agreement stated that the Roommates would adopt Bandit and split the  
costs and responsibilities associated with Bandit equally among themselves or 25% each.

52. The share in cost and responsibilities in the Agreement, also included an equal  
25% ownership and share of the time spent with Bandit for each of the Roommates.

1 53. [REDACTED] breached the Agreement when she took Bandit unilaterally and kept  
2 him at her mother's house in Mesa without telling Plaintiffs.

3 54. [REDACTED] also breached the Agreement by refusing to pay for her share of  
4 Bandit's expenses.

5 55. As a direct and proximate result of [REDACTED]'s breach of the Agreement,  
6 Plaintiffs have suffered damages in an amount to be proven at trial.

7 56. This matter arises under a contract.

8 57. Plaintiffs request their attorneys' fees and costs and prejudgment and post-  
9 judgment interest as provided by law.

10 **COUNT TWO**

11 **(Breach of Covenant of Good Faith and Fair Dealing – Against [REDACTED])**

12 58. Plaintiffs incorporate here the allegations above.

13 59. [REDACTED] owes Plaintiffs a contractual and legal duty of good faith and fair  
14 dealing under Arizona law.

15 60. [REDACTED] breached the covenant of good faith and fair dealing when she  
16 represented to Plaintiffs that she would share the time spent with Bandit and the costs  
17 associated with taking care of Bandit with Plaintiffs and instead refused to pay for Bandit's  
18 care and deprived Plaintiffs of their use and enjoyment of Bandit.

19 61. As a direct and proximate result of [REDACTED]'s breach of the covenant of good  
20 faith and fair dealing, Plaintiffs have suffered damages in an amount to be proven at trial.

21 62. This matter arises under a contract.

22 63. Plaintiffs request their attorneys' fees and costs and prejudgment and post-  
23 judgment interest as provided by law.

24 **COUNT THREE**

25 **(Unjust Enrichment – Against [REDACTED])**

26 64. Plaintiff incorporates here the allegations above.

1           65. In addition to or in the alternative, [REDACTED] has been unjustly enriched by, *inter*  
2 *alia*, receiving the benefit of having more than her allotted time with Bandit and not paying  
3 her share in Bandit's expenses.

4           66. [REDACTED] has been unjustly enriched to the detriment and impoverishment of  
5 Plaintiffs, thereby proximately resulting in damages and harm to Plaintiffs.

6           67. There is a connection between and an absence of justification for the unjust  
7 enrichment of [REDACTED] to the unjust impoverishment of Plaintiff and the available remedies at  
8 law may be otherwise inadequate to fully address the injuries and/or harm suffered by  
9 Plaintiffs.

10           68. Accordingly, Plaintiffs are entitled to recover all proximately resulting damages  
11 they have sustained and arising at law in an amount to be determined at trial.

**COUNT FOUR**  
**(Conversion – Against All Defendants)**

12           69. Plaintiffs incorporate here the allegations above.

13           70. Defendants intentionally exercised dominion or control over a chattel, Bandit,  
14 when they were not entitled to do so.

15           71. Defendants seriously interfered with the right of the Plaintiffs' right to spend  
16 time an utilize Bandit as described herein.

17           72. Defendants may justly be required to pay Plaintiffs the full value of the chattel.

18           73. As a direct and proximate result of Defendants' conversion, Plaintiffs have been  
19 damaged in amount to be proven at trial.

20           74. Defendants' actions were willful, malicious, and were undertaken with  
21 intentional or reckless disregard for the rights and interest of Plaintiffs, and Plaintiffs are  
22 therefore entitled to an award of punitive damages sufficient to sanction Defendants for their  
23 conduct, and to deter others from acting in a similar fashion  
24  
25

**PRAYER**

26  
27           WHEREFORE, Plaintiffs pray for judgment as follows:  
28



1           A.     For the Court to rule that each Roommate is entitled to an equal 25% ownership  
2 interest and equal time spent with Bandit.

3           B.     For the Court to rule that Defendants must return Bandit back to Plaintiffs, and  
4 an order for the Maricopa County Sherrif's office to do a civil standby to pick up Bandit from  
5 Defendant's home.

6           C.     For the Court to rule that [REDACTED] must pay her equal share of 25% of the costs  
7 associated with Bandit's care.

8           D.     For an award of compensatory, incidental, and consequential damages;

9           E.     For an award of attorneys' fees and costs pursuant to applicable law;

10          F.     For an award of pre-judgment and post-judgment interest from the earliest time  
11 permitted and at the highest rate provided by law;

          G.     For such other relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED this \_\_\_\_ day of August, 2025.

**DENTON PETERSON DUNN, PLLC**

/s/ Nathan T. Udall

Nathan T. Udall

1930 N. Arboleda Road, Suite 200

Mesa, AZ 85213

*Attorney for Plaintiffs*