

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  Scott Vick (SBN 171944) 800 West 6th Street, Suite 1220 Los Angeles, CA 90017 TELEPHONE NO.: (213) 784-6225 FAX NO.: (213)784-6226 ATTORNEY FOR (Name): Shan de Wey		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Barbara STREET ADDRESS: 1100 Anacapa Street MAILING ADDRESS: P.O. Box 21107 CITY AND ZIP CODE: Santa Barbara, CA 93121-1107 BRANCH NAME:		
CASE NAME: Shan de Wey		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER:  JUDGE:  DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantive

3. Remedies sought (check all that apply): a.  monetary    b.  nonmonetary  
 4. Number of causes of action (specify): Five: Breach of Contract, Negligence, Unlawful Detainer, Wrongful Termination, and Unlawful Detainer  
 5. This case  is  is not a class action suit.  
 6. If there are any known related cases, file and serve a notice of related cases.

Date: June 4, 2014  
 Scott Vick  
 \_\_\_\_\_  
 (TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor  
Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

Mathew Gillispie, Triple-AC-Ranch, LLC., and DOES 1 through 20

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

Shan de Wey

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Santa Barbara County Superior Court  
1100 Anacapa Street  
Santa Barbara, CA 93121-1107

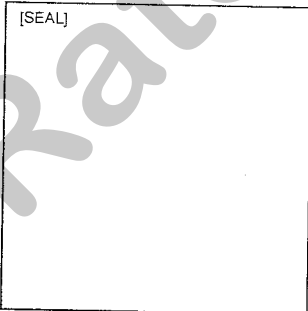
CASE NUMBER:  
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Scott Vick, 800 West 6th Street, Suite 1220, Los Angeles, CA 90017, (213) 784-6225

DATE: June 4, 2014  
(Fecha)

Clerk, by \_\_\_\_\_, Deputy  
(Secretario) \_\_\_\_\_ (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED: You are served**

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):  
 under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
4.  by personal delivery on (date):

1 HUDSON MARTIN FERRANTE  
STREET WITTEN & JUNE PC  
2 Amy June (State Bar No. 218610)  
Jeannette K. Witten (State Bar No. 203756)  
3 490 Calle Principal  
Monterey, CA 93940  
4 Telephone: (831) 375-3151 ext. 214  
Facsimile: (831) 375-0131

5 VICK LAW GROUP, APC  
6 Scott Vick (State Bar No. 171944)  
Rachelle Torres (State Bar No. 243392)  
7 800 West 6<sup>th</sup> Street, Suite 1220  
Los Angeles, California 90017  
8 Telephone: (213) 784-6225  
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9 E-mail: scott@vicklawgroup.com  
rachelle@vicklawgroup.com

10 Attorneys for Plaintiff  
11 SHAN de WEY

12 SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF SANTA BARBARA

14  
15 SHAN de WEY, an individual,  
16 Plaintiff,  
17 vs.  
18 MATHEW GILLISPIE, an individual; TRIPLE-  
19 AC-RANCH, LLC; and DOES 1 through 20,  
inclusive,  
20 Defendants.

CASE NO.:

**COMPLAINT FOR DAMAGES:**

1. Breach of Contract
2. Negligence
3. Gross Negligence
4. Conversion
5. Fraud

**DEMAND FOR JURY TRIAL**

21  
22 Plaintiff SHAN de WEY (hereinafter “de Wey” or “Plaintiff”) hereby brings this  
23 Complaint against Defendants MATHEW GILLISPIE (hereinafter “Gillispie”), TRIPLE-AC-  
24 RANCH, LLC (hereinafter “Triple-AC-Ranch”) (collectively, “Defendants”), and DOES 1  
25 through 20, and alleges as follows:

26 ///

27 ///

28 ///

**INTRODUCTION**

1  
2           1.       This is an action by Plaintiff for the death of two of her horses as well as critical  
3 and serious injuries sustained by five other horses belonging to Plaintiff (all registered  
4 Thoroughbreds, Warmbloods or American Paint Horses) while the animals were being  
5 transported by Defendants from Termo, California to Laveen, Arizona. Plaintiff is a sixth  
6 generation horse trainer, riding instructor, frequent competitor in equestrian events, author of a  
7 book on horses and general horse enthusiast. Plaintiff hired Triple-AC-Ranch to transport her  
8 seven horses exclusively in a trailer to Arizona so she could breed six of her mares and sell one  
9 gelding. While transporting Plaintiff's horses, Defendants furtively took Plaintiff's animals on a  
10 dangerous detour from the agreed-upon route for the purpose of secretly and unlawfully adding  
11 and transporting an eighth horse. Defendants acted in spite of the fact that Defendants' trailer  
12 was only equipped to carry seven horses and Defendants' repeated assurances and bargained-for  
13 contract that stated Defendants would only be transporting Plaintiff's horses and that the animals  
14 would be going directly to Arizona from Termo, California. Unbeknownst to Plaintiff, Gillispie  
15 crammed an eighth horse onto an already packed rig putting the illegal eighth horse in a space  
16 designed for storage (not for horses) and already packed with hay and other feed supplies.  
17 Twenty-two (22) hours after Defendants started the trip while en route to deliver the eighth horse  
18 to Santa Barbara, California, Gillispie lost control of his vehicle when trying to maneuver too  
19 fast on a hairpin turn on a windy and treacherous two-lane road. Gillispie's blunder and  
20 egregious conduct caused the trailer to overturn, violently tossing the animals to the side of the  
21 rig where they landed on their heads and shoulders. Zorlion, one of Plaintiff's horses who was  
22 situated in the front stall of the trailer, was crushed and killed from the impact and weight of the  
23 other seven horses falling on top of her while another horse, Diamonte Dan, had to be put down  
24 after struggling to get out of the trailer following the accident and suffering severe laceration to  
25 his coffin joint. As a result of the accident, all of Plaintiff's animals suffered extreme shock,  
26 muscle damage, lacerations, skin abrasions, soft tissue strain and severe weight loss due to  
27 trauma and dehydration, and the scene was horrific with one horse (Diamonte Dan) left dead on  
28 the road while others were still trapped and thrashing around inside the trailer. One horse,

1 Feather, was so critically injured that she will require extensive rehabilitation as well as skin  
2 grafts to cover exposed bone as all the tendons were shredded on both of her hind legs. Feather  
3 also suffered severe laceration to the left side of her head as well as her left front knee and  
4 fetlock. Another horse, Asia, suffered bleeding from her lungs, scarring and severe injuries to  
5 her knees. The suffering Asia endured was so bad that one veterinarian responder had to hold  
6 her head for two hours so she could breathe properly and be prevented from drowning in her own  
7 blood. Both Feather and Asia will never be able to compete or be shown again due to their  
8 injuries and scarring, and Feather will also never be able to be ridden again. Plaintiff's three  
9 other horses (Cat, Jamie and Ellie) were also hurt in the accident and suffered severe shock. The  
10 eighth horse, not belonging to Plaintiff, suffered only minor injuries and was able to be walked  
11 from the scene of the crash to a barn nearby where he was scheduled for delivery. In addition to  
12 Gillispie's recklessness and deception leading up to the accident, it was also discovered that  
13 Gillispie was operating his vehicle and trailer without the proper licenses required by the state of  
14 California and United States Department of Transportation for hauling weight the size of which  
15 he was carrying and for transporting horses across state lines for commercial purposes. Due to  
16 Gillispie's deception and improper acts, Plaintiff has suffered immensely, both emotionally  
17 and financially, and will continue to suffer for the foreseeable future. Since the accident,  
18 Plaintiff has been under a doctor's care for shock, trauma, anxiety, depression and continued  
19 nightmares. Plaintiff bred and raised five of the seven horses involved in the accident and  
20 considers all of them her family with whom she shares a deep emotional bond. She also relies on  
21 the income received by her horses (which is her sole income aside from social security), both  
22 from foals her mares would have produced and money from equestrian events but for the  
23 accident.

24 **PARTIES**

25 2. Plaintiff SHAN de WEY ("de Wey") is a female individual who, at all relevant  
26 times herein, resided in the state of California and was the owner of seven horses, one gelding  
27 and six mares, being transported by Defendants.

28 3. Defendant MATHEW GILLISPIE ("Gillispie") is a male individual who, at all

1 relevant times herein, resided in the state of Arizona, was the driver of the vehicle used to  
2 transport Plaintiff's horses from Terro, California to Laveen, Arizona, and is the manager of  
3 Triple-AC-Ranch.

4 4. Defendant TRIPLE-AC-RANCH, LLC, ("Triple-AC-Ranch") is a limited liability  
5 company located in Tonopah, Arizona, that specializes in horse transportation services to most  
6 states in the continental United States and Canada. Triple-AC-Ranch has been in the business of  
7 transporting horses since 2000.

8 5. Defendants DOES 1 through 20, inclusive, are sued under fictitious names. Their  
9 true names and capacities are unknown to Plaintiff. When their true names and capacities are  
10 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities  
11 herein. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named  
12 Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's  
13 damages as herein alleged were proximately caused by those Defendants.

#### 14 JURISDICTION

15 6. This court has jurisdiction over these claims under California Code of Civil  
16 Procedure sections 88, 410.10, and 410.50. Venue in this Court is proper pursuant to section 395  
17 because the acts complained of occurred in Santa Barbara County.

#### 18 FACTUAL BACKGROUND

19 7. Prior to the accident that is the subject of this lawsuit, Plaintiff was the owner of  
20 seven horses, one gelding and six mares. She wished to transport all of her horses from  
21 California to Arizona for purposes of breeding some and selling some. Prior to the accident, all  
22 of Plaintiff's horses frequently competed in equestrian shows and all were champions in either  
23 dressage, eventing or hunting. Plaintiff's mares were also bred regularly and were proven  
24 producers of foals.

25 8. All but two of Plaintiff's seven horses have been bred and raised by Plaintiff and  
26 have been with Plaintiff all their lives. The other two have been with Plaintiff the majority of  
27 their lives. Plaintiff's horses are considered family to her. Plaintiff was close to each of her  
28 horses and over the years pampered them with love, care and attention.

1           9.       On or about February 19, 2014, Plaintiff began discussions with Triple-AC-Ranch  
2 regarding the transport of her horses from her ranch in Termo, California, to Laveen, Arizona,  
3 with a date of arrival scheduled for March 28, 2014.

4           10.       On or about March 17, 2014, Plaintiff entered into a written contract with Triple-  
5 AC-Ranch in which Triple-AC-Ranch agreed to transport seven of Plaintiff's horses from  
6 Termo, California to Laveen, Arizona. Nowhere in the written contract was it mentioned, stated  
7 or agreed to that Defendants would be carting and transporting horses other than those that  
8 belonged to Plaintiff. Plaintiff was led to believe the opposite.

9           11.       In addition to the written contract between Plaintiff and Triple-AC-Ranch,  
10 representatives of Triple-AC-Ranch, including Gillispie, had repeated conversations with  
11 Plaintiff whereby Plaintiff was verbally assured of the route to be taken, which was via the state  
12 of Nevada upon reaching Reno (five hundred and twelve miles (512)) north of Santa Barbara  
13 where the wreck occurred) and that entailed approximately eighteen hours of driving time, in  
14 addition to the fact that Plaintiff's horses were to be the only horses on the trailer during their  
15 transport to Arizona.

16           12.       Prior to the scheduled transportation, Plaintiff obtained health certificates for each  
17 of her seven horses. Plaintiff's horses were in excellent weight and condition prior to being  
18 picked up by Defendants.

19           13.       Because of Plaintiff's extensive experience in transporting her horses across the  
20 country for various equestrian shows and competitions, all of Plaintiff's horses had traveled  
21 extensively and none had prior trailer problems when traveling.

22           14.       On or about March 27, 2014, at around 7:30 a.m. Gillispie picked up Plaintiff's  
23 seven horses from Plaintiff's ranch in Termo, California. During the loading of the horses onto  
24 the trailer, Plaintiff again discussed the planned route with Gillispie. Gillispie assured Plaintiff  
25 that her horses were going directly to Arizona via Nevada where they were scheduled to arrive  
26 the following evening before dark after a trip that would take approximately thirty-six hours.  
27 During this conversation, Gillispie never mentioned plans to make a detour from the promised  
28 route to stop in Madera, California, to pick up an eighth horse, or to make a second detour to



1 drop off the eighth horse in Santa Barbara, California, which is four hundred and seventy-six  
2 miles (476) northwest of Plaintiff's horses' destination in Laveen, Arizona.

3 15. The trailer which Defendants used to transport Plaintiff's horses was a seven-  
4 horse trailer and was not equipped to carry eight horses. Plaintiff saw this as the horses were  
5 being loaded – the trailer had only seven stalls and seven windows for ventilation. Once  
6 Plaintiff's horses were loaded onto the trailer, the only thing separating the last mare and the  
7 trailer doors were a few bales of hay, grain and food supplements (rice bran, beet pulp and  
8 probiotics) in a space not designed, or suitable, for carrying a horse. The trailer was packed full,  
9 so much so that Gillispie had difficulty closing and securing the trailer doors after the horses  
10 were loaded in the seven stalls and the storage area was crammed with feed supplies.

11 16. Upon information and belief, on or about March 27, 2014, at around 4:30 p.m.,  
12 after picking up Plaintiff's horses and while en route to Arizona, Defendants picked up an  
13 additional horse near Madera, California. Again, Plaintiff was unaware that Defendants had  
14 plans to pick up the eighth horse in Madera since Plaintiff's contract as well as Plaintiff's  
15 repeated discussions with Triple-AC-Ranch and Gillispie and her visual inspection of the full  
16 seven-horse trailer contemplated and confirmed the transportation of her horses only, and the  
17 planned route came nowhere near Madera.

18 17. The addition of the eighth horse to an otherwise full seven-horse trailer not only  
19 caused a significant diversion from the agreed-upon route Defendants were contracted to take,  
20 but it added extra weight to the trailer, at least four hours of driving time and an additional two  
21 hundred and sixty (260) miles to an already planned thirty-six hour-long trip. Had Plaintiff  
22 known of Defendants' intent to add an eighth horse to a trailer only equipped to hold seven  
23 horses, Plaintiff would not have shipped her horses through Triple-AC-Ranch.

24 18. Upon information and belief, on or about March 28, 2014, at around 5:30 a.m.  
25 Defendants attempted to drop off the eighth horse at an equestrian facility called Amapola  
26 Stables in Santa Barbara, California. To do so required Gillispie to continue veering from the  
27 agreed-upon route. When driving to Amapola Stables, Gillispie chose to take a narrow windy  
28 road off of Highway 154 called Old San Marcos Road. Old San Marcos Road is a treacherous

1 two lane road that passes through the Los Padres National Forest. It has many twists and turns  
2 and is hardly a road suitable for trailers hauling eight horses (in addition to feed supplies).

3 19. An alternative route to Old San Marcos Road would have been Cathedral Oaks  
4 Road which is much safer and easily accessible from Highway 154. Rather than take Cathedral  
5 Oaks Road, Gillispie took Old San Marcos Road.

6 20. When driving on Old San Marcos Road in the early morning hours when it was  
7 still dark outside, Gillispie lost control of his vehicle while driving too fast and failing to  
8 negotiate a hairpin turn. This loss of control caused him to drive onto the road's shoulder and  
9 overturn the trailer, tossing the animals to the side of the rig so that they landed on their heads  
10 and shoulders.

11 21. As a result of the accident, two of Plaintiff's horses, both registered  
12 Thoroughbreds, died. One of Plaintiff's horses, Zorlion, was found dead on arrival while a  
13 second horse, Diamonte Dan, had to be euthanized when veterinarians arrived at the scene of the  
14 accident and found the gelding in severe shock after suffering a right-hind laceration in his coffin  
15 joint which severed collateral ligaments. Diamonte Dan was due to be sold to a buyer in  
16 Phoenix, Arizona, and Zorlion was scheduled to be bred with a Warmblood stallion upon arrival  
17 in Arizona.

18 22. A third horse, Feather, was critically injured in the accident and requires extensive  
19 rehabilitation as all the tendons were shredded in both her hind legs causing the mare to need  
20 skin grafts to cover exposed bone. It has also been determined that Feather cannot be bred this  
21 year, she will never be able to show again due to her injuries and scarring, and it is also doubtful  
22 that Feather will ever be able to be ridden again. Special accommodations are also required for  
23 Feather as she cannot be turned out as usual. Upon arrival in Arizona, Feather was scheduled to  
24 be bred with a Warmblood stallion.

25 23. A fourth horse, Asia, was seriously injured in the accident as she suffered severe  
26 injuries to her knees and bleeding from her lungs. Asia's suffering and discomfort during the  
27 rescue of the horses from the trailer was so bad that one veterinarian responder had to hold  
28 Asia's head for two hours so she could breathe properly and be prevented from drowning in her

1 own blood. Although Asia is a jumper, it is doubtful she will ever be able to return to the ring to  
2 compete due to her injuries. Special accommodations are required for Asia as she cannot be  
3 turned out as usual due to emotional trauma and damage to her knee joints, and her particular  
4 type of injury is not expected to heal unless her movement is strictly limited. Upon arrival in  
5 Arizona, Asia was scheduled to be bred with a Warmblood stallion.

6 24. Plaintiff's three remaining horses, Cat, Jamie and Ellie were also injured in the  
7 accident. Upon arrival in Arizona, Cat, Jamie and Ellie were all scheduled to be bred with a  
8 Warmblood stallion.

9 25. When authorities were investigating the scene of the accident, it was discovered  
10 that Gillispie was operating his vehicle without the proper licenses as required by the California  
11 Vehicle Code (the "CVC") nor had he paid the proper fees required of persons operating  
12 commercial motor vehicles in the state of California. Pursuant to CVC section 12500(d),  
13 Gillispie was required to have a Class "A" license because he was hauling over ten-thousand  
14 pounds. Gillispie's load was found to be six thousand five hundred (6,500) pounds overweight.  
15 In addition, Gillispie was required to have a Department of Transportation ("DOT")  
16 identification number as a horse transporter and was required to display this number under CVC  
17 section 34507.5. (Prior to the accident, Plaintiff was assured by Triple-AC-Ranch on several  
18 occasions that Triple-AC-Ranch had the proper DOT licensing but that their website had not yet  
19 been updated to reflect this.) Gillispie did not have a valid Class A license, a proper DOT  
20 identification number, nor did Gillispie pay the fees required of drivers operating commercial  
21 vehicles under CVC section 16560(a).

22 26. Defendants neglected to file an insurance claim after the accident occurred  
23 because they wrongfully deny that an accident took place on March 28, 2014, despite the death  
24 of two of Plaintiff's horses and serious injuries sustained by five others. Defendants have stated  
25 that "[s]ince the vehicles were not in an actual accident we are not filing a claim."

26 27. Plaintiff's horses, Zorlion and Diamonte Dan, would not have died nor would  
27 have Plaintiff's additional five horses sustained injuries, some with life-long consequences, had  
28 Defendants honored their agreed-upon contract with Plaintiff and transported her horses in a safe

1 manner. This would include not adding an eighth horse to the transportation schedule or taking a  
2 dangerous detour from the planned route for the purposes of picking up and delivering the eighth  
3 horse while earning an extra profit.

4 28. In addition to the foregoing and without any legal authority to do so whatsoever,  
5 the Santa Barbara County Animal Services (“Animal Control”) ordered at the scene that the  
6 horse trailer doors remain shut and that the horses not be removed from the wrecked trailer. This  
7 unlawful order prolonged the rescue of Plaintiff’s horses, caused them to be in distress longer  
8 than they should have been, and caused additional damages to the horses and to Plaintiff. In  
9 breach of their duty, Animal Control also failed to call the Santa Barbara Equine Evacuation and  
10 Assistance Team, Inc. (“Equine Evacuation”) to rescue Plaintiff’s horses despite Equine  
11 Evacuation’s specialized knowledge in rescuing horses.

12 **FIRST CAUSE OF ACTION**

13 **AGAINST MATHEW GILLISPIE AND TRIPLE-AC-RANCH**

14 **FOR BREACH OF WRITTEN CONTRACT**

15 29. Paragraphs 1-27 are incorporated by reference as though fully set forth herein.

16 30. Plaintiff contracted with Defendants to transport her horses in a safe manner that  
17 complied with all federal regulations and animal welfare code regulations. A true and correct  
18 copy of the executed contract is attached hereto as “Exhibit A.”

19 31. Defendants’ actions in choosing to transport an eighth horse in the trailer  
20 containing Plaintiff’s horses while veering off the agreed-upon route, failing to inform Plaintiff  
21 of such an act, driving on a dangerous road in order to deliver the eighth horse, and causing death  
22 and injury to Plaintiff’s horses while transporting them constituted a breach of contract between  
23 the parties.

24 32. Defendants’ breach of contract resulted in Zorlion’s and Diamonte Dan’s death  
25 and thereby a total loss to the Plaintiff of the value Zorlion and Diamonte Dan, and future  
26 earnings from them.

27 33. Defendants’ breach also resulted in the injuries of Feather, Asia, Cat, Jamie and  
28 Ellie and thereby a loss to the Plaintiff of the value of veterinary and boarding expenses while

1 the animals are being treated for their injuries, and the loss of income from them in the future  
2 due to their injuries. Defendants' breach also caused Plaintiff economic and non-economic  
3 damages from the loss of future income from her horses and their offspring.

4  
5 **SECOND CAUSE OF ACTION**

6 **AGAINST MATTHEW GILLISPIE, TRIPLE-AC-RANCH, AND DOES 1-5**

7 **FOR NEGLIGENCE**

8 34. Paragraphs 1-27 are incorporated by reference as though fully set forth herein.

9 35. Defendants had a duty to Plaintiff to respect Plaintiff's property and the value of  
10 the animals lives. This duty included providing safe transport for Plaintiff's seven horses.  
11 Specifically, this duty prevented Defendants from transporting eight horses on a trailer only  
12 designed to hold seven horses, and from veering off the agreed-upon route in order to pick up  
13 and drop off an eighth horse that crowded an already packed trailer. This duty also prevented  
14 Defendants from taking a road to deliver the eighth horse that was dangerous and unsuitable for a  
15 truck hauling a trailer the size of Defendants'. Lastly, this duty obligated Defendants to operate  
16 their vehicle and trailer with the proper licenses required by law.

17 36. Defendants breached this duty by violating the CVC, failing to have the proper  
18 DOT credentials, adding an additional eighth horse to a trailer only equipped to hold seven  
19 horses and choosing to drive on a road that was unsuitable for Defendants' trailer at an unsafe  
20 speed when attempting to drop off the eighth horse.

21 37. Defendants' acts resulted in Zorlion's and Diamonte Dan's death and thereby a  
22 total loss to the Plaintiff of the value Zorlion and Diamonte Dan, and future earnings from them.

23 38. Defendants' acts also caused the injuries of Feather, Asia, Cat, Jamie and Ellie  
24 and thereby a loss to the Plaintiff of the value of veterinary and boarding expenses while the  
25 animals are being treated for their injuries, and the loss of income from them in the future due to  
26 their injuries.

27 39. Plaintiff has suffered economic and non-economic damages as more specifically  
28 set forth herein.

1                   **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS AND DOES 1-5**  
2                   **AGAINST MATTHEW GILLISPIE, TRIPLE-AC-RANCH, AND DOES 1-5**  
3                   **FOR GROSS NEGLIGENCE**

4           40.     Paragraphs 1-27 are incorporated by reference as though fully set forth herein.

5           41.     Defendants had a duty to Plaintiff to respect Plaintiff's property and the value of  
6 the animals lives. This duty included abiding by the CVC and DOT regulations, and the duty to  
7 exercise due care in transporting Plaintiff's seven horses. Specifically, this duty prevented  
8 Defendants from transporting eight horses on a trailer only designed to hold seven horses, and  
9 from veering off the agreed-upon route in order to pick up and drop off an eighth horse that  
10 crowded an already packed trailer. This duty also should have prevented Defendants from taking  
11 a road to deliver the eighth horse that was unsuitable for a truck hauling a trailer the size of  
12 Defendants' and driving at an unsafe speed.

13          42.     Defendants' breaches of these duties demonstrate a complete absence of care for  
14 Plaintiff's property rights or the value of Zorlion, Diamonte Dan, Feather, Asia, Cat, Jamie and  
15 Ellie's lives. Furthermore, Defendants' conduct was an extreme departure from the ordinary  
16 standard of conduct that is expected by a reasonable person acting as a professional horse  
17 transporter.

18          43.     Defendants' acts were done against Plaintiff's will and in disregard of humanity.

19          44.     As a result of the grossly negligent conduct as alleged, Plaintiff has suffered  
20 economic and non-economic damages as more specifically set forth herein. Accordingly,  
21 Plaintiff seeks against Defendants exemplary and punitive damages for an amount to be proven  
22 at trial.

23                   **FOURTH CAUSE OF ACTION**  
24                   **AGAINST MATTHEW GILLISPIE AND TRIPLE-AC-RANCH**  
25                   **FOR CONVERSION**

26          45.     Paragraphs 1-27 are incorporated by reference as though fully set forth herein.

27          46.     Defendants' acts interfered with Plaintiff's ownership rights in Zorlion and  
28 Diamonte Dan.

1 47. Defendants' interference with Plaintiff's ownership of Zorlion and Diamonte Dan  
2 was intentional.

3 48. Defendants' intentional interference with Plaintiff's ownership of Zorlion and  
4 Diamonte Dan resulted in Zorlion's and Diamonte Dan's death and thereby a total loss to  
5 Plaintiff of the value of Zorlion and Diamonte Dan.

6 49. Plaintiff did not consent to Defendants' acts.

7 50. Plaintiff has suffered economic and non-economic damages as more specifically  
8 set forth herein. Accordingly, Plaintiff seeks against Defendants exemplary and punitive  
9 damages for an amount to be proven at trial.

10 **FIFTH CAUSE OF ACTION**

11 **AGAINST MATTHEW GILLISPIE AND TRIPLE-AC-RANCH**

12 **FOR FRAUD**

13 51. Paragraphs 1-27 are incorporated by reference as though fully set forth herein.

14 52. As alleged hereinabove and in the factual allegations, Defendants intentionally  
15 failed to disclose to Plaintiff their plans to add an eighth horse to the trailer transporting  
16 Plaintiff's horses as well as their plans to divert from the agreed-upon route to deliver the eighth  
17 horse to Santa Barbara, California. Such representations were false when made and were made  
18 solely with the intent of causing Plaintiff to rely thereon and to allow Defendants to  
19 surreptitiously add a delivery to a transport procured by Plaintiff, for Defendants' own personal  
20 interests and financial gain.

21 53. Plaintiff did in fact justifiably rely on the misrepresentations of Defendants and  
22 allowed Defendants to transport her horses in exchange for money paid to them.

23 54. As a direct and proximate cause of Defendants' fraud and concealment as set  
24 forth above, Plaintiff has suffered actual damages in the way of lost income, veterinarian  
25 expenses, equestrian boarding fees, special accommodation fees for those of Plaintiff's horses  
26 who are seriously injured and/or cannot be turned out as usual, rehabilitation fees for Feather and  
27 Asia, transportation fees to deliver Plaintiff's horses to their intended destination as well as pain  
28 and suffering due to the loss of her animals. Plaintiff has also suffered other economic and non-

1 economic damages as set forth herein. Accordingly, Plaintiff seeks against Defendants  
2 exemplary and punitive damages for an amount to be proven at trial.

3 **PRAAYER FOR RELIEF**

- 4 1. WHEREFORE, Plaintiff prays for judgment against Defendants as follows:
- 5 a. For compensatory damages pursuant to California Code section 3300;
  - 6 b. For all consequential and incidental losses together with prejudgment  
7 interest pursuant to California Civil Code sections 3287 and/or 3288;
  - 8 c. For compensatory damages in an amount according to proof sufficient to  
9 compensate Plaintiff for the peculiar value of Diamonte Dan, Zorlion,  
10 Feather and Asia pursuant to California Civil Code section 3355, or any  
11 other applicable code section or common law doctrine;
  - 12 d. For exemplary and punitive damages pursuant to California Civil Code  
13 sections 3294 and 3340, or any other applicable code section or common  
14 law doctrine, in an amount according to proof;
  - 15 e. For mental, physical and emotional pain and suffering in an amount  
16 according to proof;
  - 17 f. For reasonable costs and attorneys' fees of this action, pursuant to the  
18 private attorney general doctrine or any other applicable code section or  
19 common law doctrine;
  - 20 g. For such and further relief as the Court may deem proper.

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**JURY DEMAND**

Plaintiff demands a trial by jury.

DATED: June 4, 2014

Respectfully submitted,

HUDSON MARTIN FERRANTE  
STREET WITTEN & JUNE PC

-and-

VICK LAW GROUP, APC

By:



SCOTT VICK  
Attorney for Plaintiff  
SHAN DE WEY

Rate My Horse PRO.com

**Exhibit A**



Chardean Gillispie < chardean.triple.ac.ranch@gmail.com >

**New Contract from Shan de Wey**

2 messages

**Triple AC Ranch** < Info@triple-ac-ranch.com >

Mon, Mar 17, 2014 at 1:47 PM

Reply-To:

To: contracts@triple-ac-ranch.com

Transport contract from: Shan de Wey

**OWNER INFO**

=====

7 horses, some hay,  
Shan de Wey

**ANIMALS**

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Asia, Feather, Cat

Gender: Mare

Age: 10-21

Color: chestnut, dk. bay, bay

Breed: Warm blood, TB, TB

Value: \$28,500

Description: Asia, blaze, 3 stockings, Feather, no white, Cat, 2 hind socks

Special Instructions: None at this time

Animal 2: Jamie, Elle, Zorlion

Gender: Mare

Age: 8-29

Color: Jamie, Bl/White, Ellie, Bay/White, Zorlion, bay

Breed: 2 Paints, 1 TB

Value: 17,500

Description:

Special Instructions: None at this time

Animal 3: Diamonte Dan

Gender: Gelding

Age: 11

Color: Dark bay

Breed: TB

Value: \$10,000

Description: dark bay

Special Instructions: None at this time

Animal 4:

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Gmail - New Contract from Shan de Wey

Gender: Gelding  
Age:  
Color:  
Breed:  
Value:  
Description:  
Special Instructions:

SHIPPING FROM  
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SHIPPING TO  
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Delivery range:  
03/24/2014  
03/26/2014

OWNER AGREES:

A. 1. Health Certificate (Required, Copy only except Florida bound horses.) You will forfeit deposit if in route and not ready., 2. Negative Coggins (EIA) Test (Required, Copy only except Florida bound horses.) You will forfeit deposit if in route and not ready., 3. Halter and Lead Rope (Required.) Leach, collar and carrier for small animal transport, 4. 1 bale of hay per horse (supplied at pickup). If no hay, there will be a \$20.00 charge per bale. Small animals must also be provided food, that your animal is use to eating, with animals name or description on the bag., 5. All belongings being transported must be clearly tagged with Owners name. Please inform driver, upon destination, of belongings being delivered., 6. Customer is responsible for making arrangements to either have an individual at their expense at pickup or drop off or have the animals marked and paperwork with them so pickup or delivery is not delayed.

6. Owner agrees that should their animal(s) suffer from a self inflicted injury while in the care of the transporter the owner will not hold the transporter responsible in any way. In the event the animal(s) are in need of veterinarian services, the transporter will immediately notify the owner. In the event the owner can

not be reached, the transporter is hereby authorized, as an agent for the owner, to contact the first available licensed veterinarian of his/her choice. ALL fees charged by said veterinarian shall be the sole and exclusive responsibility of the OWNER, with no liability whatsoever to Triple-AC-Ranch, or owners of Triple-AC-Ranch or driver for such fees. sd

7. Horse Becomes Ill: Owner agrees that should their animal(s) become ill during the trip, Triple-AC-Ranch will follow the recommendations of the attending Vet including but limited to leaving the animal with the Vet. If the Vet's recommendation is the animal should not travel, Triple-AC-Ranch will abide by the Vet's recommendations regardless of the owner or responsible persons wishes that the animal continue to travel. Should the customer need to make further transportation arrangements, Triple-AC-Ranch will only charge for the miles traveled. Triple-AC-Ranch has regular routes we travel and most likely will be coming through the area again soon. We would be more than happy to accommodate further transportation for your animal (s). Triple-AC-Ranch will not be responsible for boarding costs that the animal incurs during the stay. sd

8. Please plan ahead: Each horse must be halter broke and trained to tie for the horse to go into a single slant. If the horse is not halter broke and trained to tie, the horse will require a box stall, for safety. If a single slant has been reserved and the horse is not halter broke or trained to tie, at the time of our estimated arrival, the customer will be charged a box stall rate, if there is one available. If a box stall is not available, a refund will not be issued. We will reschedule a pick up at another time, at an additional cost to the customer. sd

9. Please plan ahead: Owner agrees that if this is an extra large horse (typically 17+ hands and/or 1300+lbs) and a single slant is reserved and the horse requires more room for comfort/safety, at the time of our estimated arrival, the customer will be charged a box stall rate, if there is one available. If a box stall is not available, a refund will not be issued. We will reschedule a pick up at another time, at an additional cost to the customer. na

10. Please plan ahead: Owner agrees that if the horse(s) are boarded at Triple AC Ranch there will be a charge of \$5.00 per day PER HORSE if the owner supplies hay and a charge of \$10.00 per day PER HORSE if Triple AC Ranch has to supply hay. na

11. Caravanning: owner understands that under no circumstances do we allow anyone to follow our transportation vehicles, AKA Caravanning during transport of their animal(s). Our drivers are professionals and are accustomed to making longer trips and fewer stops while maintaining a safe speed that may be lower than the posted speed limit. Drivers must be focused on the safety of the animal(s) and the equipment, not on maintaining pace with a caravanning vehicle. sd

12. If a horse or animal being transported by Triple-AC-Ranch causes damage to Triple-AC-Ranch trailers or equipment due to excessive pawing with their front feet, kicking the side walls of the trailer with their rear feet, damaging the trailers dividers by leaning, damaging the interior ceiling of the trailer by rearing or any other act out of the ordinary, the owner of the animal will be held responsible and will be invoiced for repairs. sd

13. Owner understands that if there is any tack or horse equipment transported along with the horses there will be a \$40.00 surcharge up to 4 items and if there are more than 4 items the fee will be \$100 in addition to the transport fees payable at the time of delivery. na

14. If customer is shipping more than one animal in a box stall, Triple-AC-Ranch will not be responsible for bite marks, mane chewing, tail chewing or any other wounds or damage to the animals as a result of the two animals being in the same stall. na

B. Triple-AC-Ranch recommends you carry Horse Mortality Insurance. This can be purchased for a very reasonable cost from the major Equine providers. If Owner elects not to carry Mortality Insurance they assume all risk to their animal(s) to include (but not limited to), injury, death, illness or disease.

No Insurance

Animal value: na

PAYMENT

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Total fee: 2000 for the transport of the aforementioned Animal(s)/items from and to the locations indicated above.

Customer understands that if payment is not made in full at the time of delivery, customer will be responsible for all fees incurred resulting from collection and legal activity to recover said payment. sd

We require a minimum deposit of 50% down, paid within 5 days of receipt of this contract. Balance is due upon pickup or delivery. Forms of payment accepted for deposits are credit/debit card and paypal (3.5% fee), American Express (4.5% fee), cashiers check, money order, or wire transfer. Forms of payment for balance are credit/debit card and paypal (3.5% fee), American Express (4.5% fee), cashiers check or money order. Please no personal checks.

\* Cashiers check/money orders can be made out to TRIPLE-AC-RANCH. Our mailing address is 33638 West Indian School Rd. Tonopah AZ 85354.

\* If paying via paypal, our email address is triple\_ac\_ranch@hotmail.com.

\* If paying via credit/debit cards or wire transfer please call our billing department at: 602-909-3064 to process.

\*Balance must be paid before horse is unloaded.

Deposit: in full at p/u

Method payment: Cashiers Check

Payment code (if applicable):

D. Transporter shall be entitled to a lien against the transported horse(s) for the value of the services rendered and shall be entitled to enforce said lien in accordance with the law.

E. I am returning this signed contract along with my required deposit of ½ down within 5 days or the contract can be voided.

Initial to acknowledge the above: na

3. Other Possible Charges

The rate quoted is for door to door delivery and care of your horse(s). However, surcharges may apply for any of the following:

\*Tack or other items may incur charges ranging from \$10.00 to \$50.00. If not pre-scheduled, the decision to take tack is up to the driver.

\*Waiting time at barn for pick up or delivery person will be charged a rate of \$50.00 per hour after the first 1 hour of waiting. With a 1 hour minimum charge.

\*A "Hard Loader Fee" of \$50.00 per hour may be applied after the first 30 minutes of attempted loading or unloading. If your horse is a hard loader this information must be disclosed on first page under habits. With 1 hour minimum charge.

\*A change of pick up or delivery location from the original location quoted may be subject to a surcharge after review.

\*Difficult access roads to locations will have a surcharge of \$50 if not disclosed up front.

4. Cancellations

The OWNER understands that in booking his/her animal(s)/item, that he/she has reserved a space on the Trailer, and that other animal(s)/items may have been refused this space as a result of the reservation. As such, should the owner cancel the reserved transport within 5 days of the scheduled pickup the OWNER will be charged a minimum cancellation fee of \$100.00 PER Animal/item. If we are already in route to pickup your animal you will forfeit entire deposit.

Furthermore, transporter reserves the right to cancel (as a last resort only) the trip due to hazardous weather, mechanical difficulties, or extenuating circumstances. In case of cancellation by transporter, full refund will automatically be given if you do not wish to utilize our services on the recommended rescheduled date. We will do everything we can for this not to happen.

#### 5. Our Promise

The transporter agrees that they will use diligence to safely transport, feed and care for the aforementioned animal(s)/item in a good animal husbandry like manner. If problems arise with diet, health, or injury, transporter will notify owner in a timely manner.

#### 6. In the event of an emergency

In the event the animal(s) are in need of veterinarian services, the transporter will immediately notify the owner. In the event the owner can not be reached, the transporter is hereby authorized, as an agent for the owner, to contact the first available licensed veterinarian of his/her choice. ALL fees charged by said veterinarian shall be the sole and exclusive responsibility of the OWNER, with no liability whatsoever to Triple-AC-Ranch, or owners of Triple-AC-Ranch or driver for such fees.

Initial to acknowledge the above: sd

Triple AC Ranch will only accept copies of Coggins, Health Certificates, or Registration papers. THERE WILL BE A \$50.00 HANDLING CHARGE IF ORIGINALS ARE RECEIVED BY TRIPLE AC RANCH. The originals must be mailed to the final destination of the horse by the customer. The only exception is horses being transported to and from Florida.\*

Initial to acknowledge the above: na

Owners signature below indicates the following

I hereby hold harmless Mathew Gillispie, Chardean Gillispie, Triple -AC- Ranch Transport and the driver for any liability that would incur for property damage or bodily injury to any animal(s) or items and/or owners/passengers while loading, transporting, unloading, or handling the aforementioned animal(s) or items. OWNER understands that this is the entire agreement between the owner and transporter, its agents or employees, and it supercedes and can not be modified or changed in anyway by the representations of any employee or agent or the transporter or owner. My signature below indicates that I understand all three pages of this contract and agree to be bound by its terms in its entirety.

Initial to acknowledge the above: na

Customer acknowledges that all tack must be shipped in a tub clearly labeled with the customer's name and address.

Initial to acknowledge the above: sd

Triple AC Ranch will only accept copies of Coggins, Health Certificates, or Registration papers. The originals must be mailed to the final destination of the horse by the customer. The only exception is horses being transported to and from Florida. Original documents are required when transporting horses to and from Florida.

Entry of OWNER'S name in boxes below constitutes a legal e-signature.

Shan de Wey Signed: 03/17/2014