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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF YAKIMA**

**REBECCA THORLEY and MONICA
BAXTER,**

Plaintiffs,

vs.

**DONALD E. NOWLIN; marital
community or domestic partnership of
DONALD E. NOWLIN and HANNA
NOWLIN; OUTWEST LIVESTOCK; and
DOES-10;**

Defendants.

Case No.: 17-2-00864-39

AMENDED COMPLAINT

Plaintiffs **REBECCA THORLEY** and **MONICA BAXTER**, through attorney of record **ADAM P. KARP** of **Animal Law Offices of Adam P. Karp**, allege:

JURISDICTION, PARTIES, AND VENUE

1. This court has subject-matter jurisdiction over this action.
2. Plaintiffs **REBECCA THORLEY** and **MONICA BAXTER** reside in King County and were the owner-guardians of **BRAD PITT**, an approximately twenty-year-old thoroughbred stallion, the animal at issue here.
3. Defendant **DONALD E. NOWLIN**, doing business as **OUTWEST LIVESTOCK**, at all times herein was, doing business in Outlook, Yakima County, Washington.

AMENDED COMPLAINT - 1

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1 purpose. Connaughton explained they were used to breed chickens for cockfighting and that the
2 residents would hang the birds on the washing line and target shoot them.

3 12. To the left of Nowlin's property were hundreds of small sheds. Connaughton
4 explained that they were situated on a veal farm. About 400 pens contained calves crammed in
5 the back of their tiny enclosures to avoid the oppressive sun, covered in flies and manure.

6 13. Nowlin eventually arrived.

7 14. Later in the day, Nowlin refused Plaintiffs' generous and kind offer to erect
8 shelters for the horses.

9 15. The Plaintiffs inquired about a horse in the back paddock. Nowlin said he was a
10 stud and joked he was "the mascot" of the feedlot and he intended to give him to the "Mexican
11 Rodeo" for an event called "smoking." He described smoking as loading a horse into a chute
12 and hustling him out, then roping the back legs. He added that the horses would be "tripped."
13 Nowlin showed no hesitation or contrition about subjecting the stud to such smoking, soring,
14 and tripping practices.
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16 16. Thorley asked if she could buy the "mascot." Nowlin's response was paranoia,
17 concerned about being "shut down" and wondering why she would want to buy him. He added
18 that "smoking" did not hurt the horses. Baxter and Thorley said they would buy him to prevent
19 him from being shipped to slaughter or facing abuse. Nowlin laughed at them, but later that day
20 after inquiring again about the horse, Nowlin offered to sell him for \$250, a sum Thorley and
21 Baxter agreed to pay.

22 17. After spending an entire day at Nowlin's feedlot, Plaintiffs drove home. Having
23 received donations to save the "mascot" and others at that location, the next day, Baxter called
24 Nowlin and told him she and Thorley raised enough money to buy the stud, whom the Plaintiffs
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1 named Brad Pitt, owing to his good looks.

2 18. Baxter asked Nowlin if Brad Pitt were tattooed, explaining that a third party
3 named Mary Lee offered to geld him and keep him through September 2016. He would be
4 entitled to a discount on veterinary care if he had a Jockey Club tattoo. Nowlin said he would
5 check the next time he had a chance and agreed to the offer to buy Brad Pitt for \$250.

6 19. The following week, on or about August 8, 2016, Baxter texted Nowlin to see if
7 he would hold other horses for them because they were trying to raise enough funds to rescue
8 those in need of the most care and love.

9 20. Baxter explained to Nowlin that Brad Pitt needed a Coggins test before he could
10 go to Lee's barn, where she would hold Brad Pitt till his gelding. Baxter asked Nowlin if he
11 could recommend a local veterinarian.

12 21. Nowlin offered Kalie Mercer, DVM, and gave her number. He also explained that
13 he did not know if Brad Pitt were halter broke, that he had gotten into a fight with another horse
14 after being delivered to the feed lot, and that this left him dragging a leg. However, Nowlin
15 explained that Brad Pitt became sound and that is why he had planned to give, sell, or rent him
16 to the Mexican rodeo. Nowlin shared that Brad Pitt was too large to be sent to the "institutions,"
17 to which he regularly sent thirty or forty studs a few months throughout the year. He referred to
18 these horses as "guinea pigs" for experiments.

19 22. Connaughton told the Plaintiffs there were about 150 horses already shipped to
20 the slaughterhouse the week they came and they had only a week to remove the horses they
21 wanted to buy.
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23 23. The next day, on or about August 9, 2016, Dr. Mercer texted Baxter that the
24 testing on Brad Pitt was uneventful and that he was easy to handle. No halter was required.
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1 Indeed, Dr. Mercer used a slack rope loosely around his neck. He stood calmly for the blood
2 draw.

3 24. On or about August 10, 2016, Baxter paid Nowlin two thousand three hundred
4 fifty (\$2350) dollars by check for six horses: Brad Pitt, Lonely (a crippled mare with a broken
5 ankle who had laid down distressed from the heat in Plaintiffs' presence on July 28, 2016),
6 Jarito (a pony), Northern Star (a flea-bitten grey), Jasleen (a children's horse), and Loganberry
7 (a senior chestnut horse over thirty-years old with missing teeth).

8 25. Connaughton told the Plaintiffs that as long as the horses were paid for, they
9 could be boarded at the feedlot till they were able to pick them up provided they would be
10 charged five (\$5) dollars per day per horse. She explained there were many horses who had
11 been bought by other individuals and were being boarded for weeks.

12 26. On or about August 21, 2016, Baxter texted Nowlin to let him know to keep Brad
13 Pitt there and continue to charge board, explaining that Mary Lee had reneged.

14 27. Hearing no response, Baxter called Nowlin, who said that Lee was not reliable
15 and he was not surprised she backed out of her agreement the day the Plaintiffs were coming to
16 haul him off the feedlot. Nowlin reassured Baxter that Brad Pitt could stay but they needed to
17 pay board when they picked him up, and the price increased to ten (\$10) dollars per day.
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19 28. Meanwhile, Northwest Equine Stewardship Center agreed to board and geld Brad
20 Pitt, but arrangements could not be made to take him until September 24, 2016.

21 29. On or about September 5, 2016, Baxter texted Nowlin to explain they would pick
22 Brad Pitt up on September 24, 2016. Nowlin did not reply.

23 30. On or about September 7, 2016, Connaughton texted Thorley at about 8 a.m.
24 asking when she could talk. Connaughton then called explaining that Brad Pitt had broken his
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1 leg and was shot.

2 31. Baxter called Nowlin. He answered. She asked what happened to Brad Pitt.
3 Defensively, he stated that he “wasn’t even there but somehow the horse broke his back leg and
4 he put him down.” Baxter asked how he was put down. Nowlin explained that he “gave him a
5 cocktail” and he “went to sleep” for good.

6 32. Baxter asked how he knew Brad Pitt’s leg was broken. Nowlin said, “Well, it was
7 all swollen and looked broken.” Nowlin explained further that he found Brad Pitt standing in the
8 middle of the pen holding up his leg and that he did not want anyone to see an injured horse on
9 his lot.

10 33. Baxter asked Nowlin if he had Brad Pitt’s body. He said he put him in the bushes
11 to hide him from people coming to get horses. During this conversation, he was quite agitated.
12 He asked if Baxter wanted him to send pictures. She politely said yes.

13 34. Nowlin sent two pictures of Brad Pitt, one of him standing on all four legs with a
14 swollen hock that looked like it had a puncture and was draining, the other of him deceased,
15 lying on the ground with blood coming from his eyes and nose, and with several gashes. It
16 appeared that nearly all quadrants of his body shown in the image were injured.

17 35. At no time did Nowlin or Connaughton call either Plaintiff to explain that Brad
18 Pitt allegedly suffered a broken leg, or any injury, after the date they purchased him.

19 36. At no time did Nowlin or Connaughton call a veterinarian to examine Brad Pitt
20 for such alleged injury.

21 37. At no time did Nowlin or Connaughton obtain permission from either Plaintiff to
22 kill Brad Pitt, and certainly not in the method used.

23 38. When Baxter explained that they wanted Brad Pitt’s body, Nowlin laughed and
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1 asked why. Baxter explained that individuals had donated money for the rescue and they wanted
2 to have a ceremony. Nowlin said that he could be picked up the next day but they needed to
3 arrive by 10 a.m. Baxter responded that Thorley was already *en route*.

4 39. Thorley and Ashley Lenton arrived at about 3 p.m. on September 7, 2016 but
5 nobody was present. Thorley and Lenton walked to the back of the feedlot to try to locate Brad
6 Pitt, by sight or scent. They could not.

7 40. A Latino man then pulled up in his truck and asked what they were doing.
8 Thorley explained she was looking for her horse's body. He asked what she meant. She said her
9 horse died and she believed his body was in the bushes to the left of the feedlot. The man
10 remarked that she was referencing her land. She asked if she could please enter. He refused,
11 saying she needed to talk to Nowlin. She showed him a photo of Brad Pitt and said it was very
12 sad for her. He showed no empathy. Thorley then said maybe should they need to involve the
13 authorities. Thorley thanked the man for listening and left.

14 41. As they drove off, Thorley called Nowlin. He angrily shouted at her, asking why
15 she was near his land causing drama. As to Brad Pitt's demise, Nowlin explained that he
16 showed up at the lot, saw him with a broken leg, and gave him a cocktail. When asked by
17 Thorley if he died in peace, Nowlin responded that he "hit the ground" within thirty seconds.
18 Nowlin added that he had done it before to other horses. She asked what he gave, and he said a
19 chemical that turns a horse's blood blue. Nowlin showed no remorse and said he could not have
20 an injured horse at his property. Nowlin added that Brad Pitt may have hurt his leg on the fence,
21 but Thorley and Lenton looked closely at the fencing and found no damage. Nowlin asked why
22 she told the Latino man she would call the police. Thorley responded that she was hurt and
23 confused. Nowlin laughed, saying the police would not touch him, as he knows them all.
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1 42. Thorley told Nowlin she wanted Brad Pitt’s body. He asked why. She said people
2 had donated to his rescue and gelding fund and it was the right thing to do. He said if she could
3 arrive before noon the next day, she could have him.

4 43. At or about 4 a.m. on September 8, 2016, Thorley and Ashley Ditter drove to
5 Yakima and rented a U-Haul.

6 44. On their arrival at Nowlin’s feedlot, Nowlin was absent, but customers were
7 present. When Nowlin did arrive, he said he wanted to wait until the customers had gone before
8 she could take Brad Pitt’s body. Thorley agreed. Nowlin was wearing a black T-shirt with a
9 grave and shovel on it. This unnerved Thorley.

10 45. A very large man named Dusty then appeared. He claimed to have witnessed “the
11 whole thing,” from seeing Brad Pitt injured to Nowlin ending his life. By his demeanor and
12 behavior, Thorley took Dusty’s presence as an attempt to intimidate. Nowlin then told Thorley
13 on average four or five studs died per month at his lot.

14 46. Nowlin asked Thorley to back the U-Haul up. Nowlin drove his Bobcat digger
15 into the bushes where, the day before, Thorley and Lenton suspected Brad Pitt’s body was
16 hidden.

17 47. As Nowlin hauled Brad Pitt from the bushes, Thorley noticed that his intestines
18 were hanging out, though undamaged.

19 48. Nowlin loaded Brad Pitt in the U-Haul. Thorley assisted, as Brad Pitt’s leg was
20 stuck on the door. Brad Pitt’s eyes were bleeding.

21 49. Thorley and Ditter then drove Brad Pitt to Thurston County for a necropsy by
22 equine veterinarian Sean Tuley, DVM, who confirmed animal abuse. Thereafter, veterinarian
23 Victoria L. Smith, DVM also confirmed animal abuse.
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1 50. Specifically, *inter alia*, Dr. Smith opined that “the severe injuries suffered by the
2 horse Brad Pitt were painful, extremely distressing and debilitating, and probably magnified by
3 the malicious administration of amphetamines,” that “he suffered great physical harm and
4 substantial pain, both resulting in inordinate suffering for an extended period of time,” that
5 “intentional acts led to undue suffering,” and that “allowing the horse to endure trauma and
6 pain, especially by administering amphetamines for such a malicious purpose, unmistakably
7 displays an extreme indifference to the horse’s life.”

8 51. On or about September 9, 2016, Thorley texted Nowlin that she would like to pay
9 the board for Brad Pitt. Nowlin refused, saying they should call it “even.”

10 52. In killing Brad Pitt by administering the aforementioned “cocktail,” Nowlin
11 engaged in the practice of veterinary medicine as defined by RCW 18.92.010.

12 53. Nowlin has never been licensed to practice veterinary medicine in the State of
13 Washington.

14 54. Nowlin has never been licensed to practice as a veterinary technician in the State
15 of Washington.

16 55. At the time he killed Brad Pitt, he was not under immediate, direct, or indirect
17 supervision of a licensed veterinarian or a licensed veterinary technician.

18 56. In killing Brad Pitt, Nowlin acted inconsistently with accepted veterinary medical
19 practices.

20 57. In killing Brad Pitt, Nowlin engaged in the unlawful practice of veterinary
21 medicine, which is a crime per RCW 18.92.240.
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1 58. On information and belief, Nowlin has made material misrepresentations,
2 including directly and by implication, including by omission of material facts to members of the
3 public, and/or engaged in unconscionable and unfair conduct, in the conduct of trade and
4 commerce, intrastate and interstate, including but not limited to:

5 A. Statements to potential buyers concerning presence or absence of animal
6 disease on his feedlot, such as strangles;

7 B. Fostering an appearance of normalcy to members of the public, including
8 potential buyers, while shielding from view or attempting to conceal neglect, abuse, torture, and
9 cruelty toward numerous animals;

10 C. Refusing to release animals to the custody of those who have purchased them
11 from him based on statements concerning their health or condition;

12 D. Failing to protect animals who have been purchased from him and/or are
13 boarding with him by allowing them to suffer, sustain physical injury, or die from deprivation of
14 shelter, sanitation, necessary food, necessary water, and/or medical attention;

15 E. Failing to clearly and conspicuously, in writing, disclose all terms and
16 conditions related to the selling, leasing, and/or boarding of animals at his feedlot;

17 F. Failing to furnish humane care to animals who have been purchased from
18 and/or are boarding with him until they are removed from the premises by the buyer while
19 engaging in, or causing others to engage in, animal abuse and neglect; and
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21 G. Engaging in the unlawful practice of veterinary medicine.

22 59. Each of the Plaintiffs suffered severe emotional distress arising from the unlawful
23 torturing and killing of Brad Pitt, and other acts and omissions described herein.

24 60. The foregoing acts and omissions were deceptive and/or unfair, occurring in
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1 Defendants' conduct of trade or commerce, and injured the Plaintiffs. On information and
2 belief, Nowlin's deceptive and unfair acts harmed others, had the capacity to injure others, and
3 have the continued capacity to injure even more.

4 61. Plaintiffs are entitled to recovery of actual damages sustained as a result of said
5 deceptive and unfair acts, reasonable attorney's fees and costs of suit, treble damages under
6 RCW 19.86.090, and injunctive relief.

7 62. This case is not subject to mandatory arbitration.

8 **CLAIMS FOR RELIEF**

9 63. Defendants are liable to Plaintiffs based on the following legal claims and
10 doctrines, stated in the alternative under CR 8(e)(2), related to, *inter alia*:

11 64. **First Claim** – Theft of Livestock (RCW 4.24.320)

12 65. **Second Claim** – Breach of Bailment

13 66. **Third Claim** – Outrage

14 67. **Fourth Claim** – Conversion

15 68. **Fifth Claim** – Breach of Contract

16 69. **Sixth Claim** – Consumer Protection Act (Ch. 19.86 RCW)

17 **PRAYER**

18 Plaintiffs seek judgment against Defendants as follows:

19 A. For economic damages, representing the value of Brad Pitt; travel expenses; hauling
20 expenses; veterinary expenses;

21 B. For actual, incidental, and consequential damages arising from breach of contract;

22 C. For noneconomic damages;

23 D. For prejudgment interest on liquidated sums;

24 E. For treble damages under RCW 4.24.320;

1 F. For treble damages under RCW 19.86.090;

2 G. For injunctive relief, pursuant to the Consumer Protection Act, seeking an order to
3 protect the public interest and to enjoin Nowlin:

4 i. From possessing or using controlled substances used to humanely euthanize a
5 nonhuman animal without proper registrations, licenses, and permits;

6 ii. From engaging in or causing others to engage in acts of animal cruelty under
7 federal, State, and local law, including but not limited to Ch. 16.52 RCW;

8 iii. From failing to clearly and conspicuously, in writing, disclose all terms and
9 conditions related to selling, leasing, and boarding of any animals;

10 iv. From performing veterinary medicine without a license in violation of RCW
11 18.92.240;

12 v. From misappropriating and misusing animals sold by Nowlin to others;

13 vi. From failing to properly quarantine sick animals to prevent them from
14 infecting other animals boarded and purchased at his premises;

15 vii. From misrepresenting to potential buyers the presence or absence of disease
16 on his property, including but not limited to strangles;

17 viii. From misrepresenting to buyers, directly or by implication, the health or
18 condition of an animal;

19 ix. From failing to promptly provide breed registry papers on sold horses to
20 buyers at time of sale, such as those from the Jockey Club;

21 x. From engaging in other deceptive and/or unfair practices as the court deems
22 appropriate and to amend to conform to evidence as presented at trial.

23 H. For reasonable attorney's fees as allowed by RCW 4.24.320, RCW 19.86.090, by law
24 or equity;

25 I. For costs of suit;

J. For postjudgment interest at 12% per annum or the highest rate permitted by law,

1 whichever is higher, pursuant to RCW 4.56.110;

2 K. For such other and further relief as the Court may deem just and proper.

3 L. NOTICE: Each of the Plaintiffs intends to seek money damages in excess of the fee-
4 shifting cap set forth by RCW 4.84.250-.280, as amended.

5 Dated this April 4, 2017

6 ANIMAL LAW OFFICES

7 

8 _____
Adam P. Karp, WSBA No. 28622
9 *Attorney for Plaintiffs*

10 **CERTIFICATE OF SERVICE**

11 I certify that I served the foregoing on the following person in the following manner:

12 **By Mail (sent 4/4/17):**
13 David Burton Trujillo
14 4702 Tieton Dr. Ste. A
15 Yakima, WA 98908-3483
16 (509) 972-3838
17 tdtrujillo@yahoo.com

18 

19 _____
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