

JUDY TAYLOR

95CI04726

PLAINTIFF  
JEFFERSON CIRCUIT COURT  
DIVISION ELEVEN (11)

VS.

LISA BURGESS  
JEFF BURGESS  
JOHN DOES 1-4  
EUGENE JACKSON  
KENNY RANDOLPH

DEFENDANTS

### COMPLAINT

Comes the Plaintiff, Judy Taylor, by counsel and for her Complaint and cause of action against the Defendants Lisa Burgess, Kenny Randolph, Eugene Jackson, and unknown John Does 1-4, states as follows:

1. The Plaintiff, Judy Taylor, is a resident of Jefferson County, Kentucky, and has been at all times relevant hereto.
2. The Defendants, Lisa Burgess and Jeff Burgess, are believed to be husband and wife and residents of Sellersburg, Indiana, and engaged in the transactions which form the basis of this complaint in both Kentucky and Indiana.
3. The residence of the Defendant, Kenny Randolph, is unknown. He is believed to have engaged in the acts described below in a conspiratorial manner with Defendants Burgess and possibly other presently unknown Defendants.
4. The Defendant Eugene Jackson is a resident of Bullitt County, Kentucky, and has been at all times relevant hereto.
5. The Defendants John Does 1-4 are believed to reside in Kentucky and Indiana, and transact business in both states.

### COUNT I

1. On or about August 27, 1994, the Plaintiff, Judy Taylor, owned two horses described as a registered Appaloosa gelding born July 5, 1980 named Cow Hand's Poco

Bar and affectionately referred to as "Poco", as well as a second registered Appaloosa named Diamond Bar 2 Liz, affectionately referred to as "PJ", born June 9, 1981. Plaintiff owned Poco since he was approximately three months of age and owned PJ since birth. Prior to August 31, 1994, both horses resided with the Plaintiff at her residence above listed.

2. Both Poco and PJ were well trained and well cared for while they lived with the Plaintiff. The Plaintiff had no human children of her own and these horses were treated by her and felt by her to be her "babies".

3. Throughout PJ and Poco's lives the Plaintiff spent substantial sums for the care, feeding, and veterinarian needs of said horses. Said sums total several thousand dollars. Plaintiff spent substantial time and attention on said horses as well.

4. The Plaintiff, Judy Taylor, is disable and suffers from myasthenia gravis, which is a form of muscular dystrophy. Plaintiff also suffers from a degenerative disk disease which affects her back, neck, knees, and elbows. To treat and comfort Plaintiff, she has been prescribed no less than nine medications taken on a daily basis. Plaintiff became unable to provide routine care for PJ and Poco, and in the summer of 1994 sought an alternative living arrangement for PJ and Poco so they could continue to be cared for in the manner to which they were accustomed.

5. A few days prior to August 31, 1994, Plaintiff contacted Defendant Lisa Burgess as a result of Jeff Burgess' request that she do so. Jeff Burgess had learned the Plaintiff was seeking an alternate living situation which would provide good care for PJ and Poco, but still allow Plaintiff frequent and meaningful access to them. Thus, Plaintiff complied with Defendant Jeff Burgess' request and contacted Lisa Burgess.

*behavior* 6. During said conversation, Plaintiff gave Lisa Burgess substantial information regarding the needs and propensities of PJ and Poco. Lisa Burgess at that time offered to provide the necessary food and care for said horses at her home in Sellersburg, Indiana, and in return for allowing the Burgesses access and use of said horses and agreed to

allow the Plaintiff frequent and open access to visit the horses at the Burgess home. At no time relevant hereto did Plaintiff sell or give title of PJ or Poco to the Defendants. At all times relevant hereto, including to the present, the Plaintiff was and is the titled owner of both PJ and Poco. The arrangement agreed upon is what is commonly known as a "free lease" arrangement.

7. Because of the importance of PJ and Poco to the Plaintiff, she repeatedly sought and obtained reassurance and agreement by the Defendants Lisa and Jeff Burgess to the effect that in exchange for the usage of PJ and Poco at their residence, Defendants would provide all necessary care and food and complete access to said horses by the Plaintiff, Judy Taylor. Plaintiff was further assured and the parties agreed said horses would remain in the care of the Defendants at their home until their death from natural causes, until Plaintiff was able to resume care for same, and/or unless Jeff Burgess no longer wished to exercise the free lease arrangement, in which case the horses were to be returned to the Plaintiff.

8. On or about August 31, 1994, the Defendants Lisa and Jeff Burgess traveled to Plaintiff's home to obtain possession of PJ and Poco and transport them to the Burgess residence in Indiana. Again, the terms and conditions of the agreement were discussed, reiterated, and agreed upon by the Plaintiff and the Defendants while all were located at Plaintiff's residence in Jefferson County, Kentucky.

9. Within a few days of the Defendants' removal of said horses to from Plaintiff's residence, Plaintiff contacted the Defendants to arrange to visit with them and determine if they were adjusting to their new environment. Defendant Lisa Burgess then advised Plaintiff she (Lisa Burgess) no longer had possession of the horses, but had unilaterally found a "good home" for the horses. Plaintiff continued over several days to seek information from the Defendants regarding the true whereabouts of her horse but was unsuccessful. Each time Plaintiff inquired, Defendants engaged in intentional misrepresentation, deceit, and concealment of material facts known to them regarding the

horses' whereabouts, made with the intention of precluding Plaintiff from locating her horses and thus causing injury to the Plaintiff. The Defendants continued their fraudulent misrepresentation, deceit, and concealment until Plaintiff's horses were slaughtered, butchered, and their meat sold for human consumption, thus precluding their return to Plaintiff.

9(a). The Defendant Burgess at one point advised Plaintiff that PJ and Poco were in the possession of the Defendant, Kenny Randolph. Plaintiff contacted Defendant Randolph and he likewise refused to divulge the whereabouts of PJ and Poco, but maintained he had possession of said horses. In fact, Defendant Randolph is believed not to have had possession of PJ and Poco at the time in question and thus his actions were a fraudulent misrepresentation, made with the malicious intent to oppress the Plaintiff, resulted in further delay in Plaintiff learning the true whereabouts of PJ and Poco and thus their death, all to Plaintiff's damage.

(b) The Defendant, Eugene Jackson, is believed to have purchased the horses shortly after the Defendants Burgess acquired them. The Defendant Eugene Jackson was contacted by agents for the Plaintiff in an effort to obtain their return, to no avail. Eugene Jackson denied being in possession of said horses until same were sold to the Ryan Horse Company and shipped for slaughter, thus precluding Plaintiff obtaining possession of her horses.

10. The Defendants Burgess' actions, as well as Defendants Jackson and Randolph (both alone and in complicity with others) as described above, in August 1994 and continue to the present, was malicious and designed to cause both tangible and intangible injury to the Plaintiff and evidenced a flagrant indifference to the rights of the Plaintiff.

11. Defendants Burgess' actions, as well as Defendants Jackson and Randolph's actions in August, 1994 and continuing to the present are oppressive in nature and

specifically intended by the Defendants to subject the Plaintiff to cruel and unjust hardship.

12. Upon inquiry by the Plaintiff, the registered owner of said horses, to the Defendants, each had an affirmative duty to truthfully inform Plaintiff of the whereabouts, condition, et cetera of her horses but failed and refused to do so. In addition, the Defendants purposefully continued to perpetuate certain fabrications designed to prevent Plaintiff from obtaining actual possession of PJ and Poco, knowing that their failure to do so would result in the death of said horses. The Defendants are believed to have conspired with other presently unknown Defendants in order to perpetuate their plan to oppress and fraudulently deceive the Plaintiff.

### COUNT III

13. Plaintiff incorporates and realness each and every allegation contained in paragraphs 1-12 as if fully set forth herein.

14. The Defendants Burgess breached the agreement with the Plaintiff Judy Taylor to provide reasonably and necessary care to Plaintiff's horses by (a) failing to provide any care; (b) failure to provide assistance to the Plaintiff upon her request, which assistance would have resulted in a return to Plaintiff of PJ and Poco; and (c) by converting Plaintiff's property, namely PJ and Poco to their own use and for their own respective benefits and remuneration.

15. As a direct result of Defendants' actions and inactions, Plaintiff has suffered in an amount which exceeds the minimum jurisdictional limit of this Court.

### COUNT IV

16. Plaintiff incorporates and realleges each and every allegation contained in paragraphs 1-15 as if fully set forth herein.

17. The actions of the Defendants and each of them, as previously set forth herein, were done willfully, intentionally, maliciously and/or recklessly and were so outrageous and intolerable as to offend against generally accepted standards of decency

and morality and were committed with flagrant indifference to the person and property rights of the Plaintiff.

18. As a direct and proximate result of the aforementioned conduct of the Defendants, and each of them and as a logical and natural consequence thereof, the Plaintiff has and continues to experience and endure severe emotional distress, all to her damage.

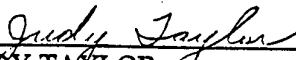
19. That the damages demanded herein exceeds the minimum predetermined amount of this Court.

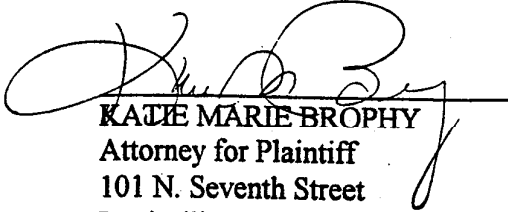
WHEREFORE, Plaintiff demands as follows:

1. Judgment against the named and unnamed Defendants in an amount exceeding the minimum jurisdictional amount of this Court.
2. The opportunity to file an amended complaint as soon as the identity of the unknown Defendants is learned.
3. Trial by Jury.
4. All other relief to which Plaintiff may be entitled.

**CERTIFICATE**

I certify that the above is true and correct to the best of my knowledge.

  
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JUDY TAYLOR

  
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