

2. Plaintiffs are seeking monetary relief in excess of \$200,000 but not more than \$1,000,000.

PARTIES

3. Plaintiff, Ellen Doughty-Hume, is an individual who resides in Rockwall County, Texas.
4. Plaintiff, Alistair Hume, is an individual who resides in Rockwall County, Texas.
5. Plaintiff, Pegasus Eventing, LLC, is a Texas Limited Liability Company with its primary place of business in Rockwall County, Texas.
6. Defendant, Stephanie Clifford a/k/a Stormy Crain a/k/a Stormy Daniels, is an individual who resides in Kaufman County, Texas.
7. Defendant, Glendon Crain, is an individual who resides in Kaufman County, Texas.
8. Defendant, Erin Walker, is an individual who, Plaintiffs are informed and believe, resides in Rockwall County, Texas.
9. Defendant, Kelsy Silvey, is an individual who, Plaintiffs are informed and believe, resides in Dallas County, Texas.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this case because all or a substantial part of the acts and omissions giving rise to Plaintiffs' causes of action occurred in the State of Texas, and the amount in controversy exceeds the Court's minimum jurisdictional requirements.
11. Pursuant to Texas Civil Practice & Remedies Code §15.001, *et seq.* venue is proper in Kaufman County, Texas because (1) all or a substantial part of the events or omissions giving rise to the claims asserted herein occurred in Kaufman County, Texas; and (2) two of the Defendants, Daniels and Crain, resided in Kaufman County, Texas at the time Plaintiffs' causes of action accrued.

CONDITIONS PRECEDENT

12. All conditions precedent to the filing of this lawsuit have been satisfied.

FACTS

13. Defendants have engaged in an online and social media campaign to defame Plaintiffs, disparage the business and to intentionally and tortuously interfere with Plaintiffs' business and contractual relationships in a publicized attempt to "ruin" and "destroy" Plaintiffs, Ellen Doughty-Hume and Pegasus Eventing, LLC. When Defendants' first attempts to "ruin" and "destroy" Plaintiffs were not successful, they started a second campaign changing the allegations. Not satisfied that their efforts had completely "ruined" and "destroyed" Plaintiffs, Defendants' false statements culminated in an online expletive-ridden rant in January of 2018 filled with defamatory statements and accusations of illegal activities. During this time, Defendants threatened and harassed those doing business with Plaintiffs and scared them into retreating. Furthermore, Doughty-Hume is concerned for her safety and that of her husband, Plaintiff, Alistair Hume, and their property based upon the threats of violence made by Daniels and Crain and persons associated with Defendants.
14. By way of background, in 2013, Defendants, Daniels and Crain, began training and boarding their horses with Ellen Doughty-Hume, a decorated rider in the equestrian sport of eventing. In 2015, Pegasus Eventing, LLC relocated to the leased property known as Rockwall Hills Equestrian Center ("RHEC"). Defendants, Daniels and Crain, boarded their horses at the RHEC, boarding as many as seven horses at one time.
15. Initially, board at RHEC varied from Stud Barn box stalls at \$750 per month, Main Barn stalls at \$600 per month, Full Care in Individual Runs or Large Pasture at \$450 per month and Far Pasture(s) board at \$300 per month, which later increased to \$350. Not being able to pay full stall board for so many horses, Daniels and Crain had their horses in various types of board of their choosing and in various levels of training. Crain, from time to time when needed, worked at RHEC in exchange for board and training.

16. As is customary in the industry, the owners of the horses were/are responsible for selecting, making arrangements and paying their own veterinary service providers and farriers. The veterinarians who attend to horses at a stabled facility invoice the horse owner directly. The stable owner is not responsible for payment of vet bills.
17. On June 21, 2015, Daniels and Crain had four horses boarded at RHEC, at least three of which were in training. Daniels and Crain selected the boarding arrangements as follows: Fella was in a stall, Ziggy was in a pasture, and Bailey and Mouse (Crain's horse) were in the far pasture paying the reduced board for the last two. On June 21, 2015, there was an historic flood, now referred to as the Father's Day Flood, that caused unprecedented flash floods. Bailey, who had been experiencing muscle deterioration of unknown origin, and Mouse were in the far pasture when either a noise or a trough floated by causing them to spook at which time they became engulfed in the flood waters and were swept off the property. Mouse was able to swim out of the water, but Bailey tragically did not make it out and drowned.
18. Daniels brought three or four additional horses to RHEC after the Father's Day Flood and continued training and showing with Doughty-Hume. This particular pasture has not flooded in the 20 years it has been owned by the property owner or since the Father's Day Flood.
19. On April 11, 2016, Daniel's horse, Ziggy, was out in the pasture along with Doughty-Hume's Four Star Eventing horse and a handful of other horses. A storm that was not predicted to hit Rockwall veered and Doughty-Hume and her working students ran to bring the horses in from the pastures. They were attempting to catch the horses when the hail hit. The clapping of the hail on shelter roofs caused the horses who had shelters to panic and leave the shelters. Daniels, despite specific evidence to the contrary, falsely asserted months

- later that Ziggy was left out in the storm and hail struck Ziggy's patella causing him damage.
20. In September of 2016, Daniels removed her horses from RHEC and started boarding her horses with Nikki Littrell.
21. A few short months after leaving RHEC and boarding her horses with Nikki Littrell, Ziggy (the horse Daniels contends was "crippled") and Mouse were galloping uncontrollably in a field when they collided. Mouse died instantly and Ziggy had to be euthanized because he had broken his neck in the collision.
22. Plaintiff, Ellen Doughty-Hume, posted online, along with other posters, about Mouse's demise and sent condolences. Crain and Daniels immediately and incorrectly assumed the post was negative about Mouse and vowed to ruin and destroy Plaintiffs for talking about their Mouse. Daniels posted on social media that she would "stop at nothing to ruin" Ellen's career and posted threats such as "See you in court! And you better hope that's the only place you see me." Crain accused Doughty-Hume in an expletive-filled rant of being autistic and mentally challenged, and various other unfounded false statements. Doughty-Hume did not dignify these defamatory statements or threats with a response.
23. Daniels, and to a more limited extent Crain, then started an online campaign defaming Plaintiffs, posting false statements on a forum, on Facebook (FB), and InstaGram (IG), to name a few. Defendants' intent was to destroy Plaintiffs' reputation, and Plaintiffs business that they had built, drive clients away, and malign Plaintiffs in the horse community.
24. Doughty-Hume refused to engage in an anonymous social media FB/IG/forum posting war of "he said- she said." Instead, Plaintiffs early on posted a professional response refuting the false statements and allegations and requesting that anyone wanting further information and evidence related to the events should contact Plaintiffs directly so they could correct the false and defamatory accusations. Not a single person contacted Plaintiffs or requested any

information on the veracity of Defendants' claims, instead jumping on the anonymous online bandwagon, even when posters prefaced their comments with statements to the effect that they did not know Plaintiffs or have any first-hand experience with Plaintiffs.

25. In early January 2017, Daniels and her "7 new friends" started a letter writing campaign to the United States Equestrian Federation and the United States Eventing Association Instructor's Certification Program (USEA-ICP) with many of the false and completely unsubstantiated allegations with the intent to ruin Doughty-Hume's reputation and have her Instructor's Certification revoked.¹
26. In April of 2017 Defendant Walker came to RHEC purportedly to seek training in English riding, more specifically eventing. Walker first leased one of Doughty-Hume's horses, Parker. Walker initially asked to be a working student so she could spend more time and learn more about horses, although she admits that she has ridden western and that she has worked in the livestock industry all her life. Walker was aware of Daniels false accusations and referred to it as "witch hunting" and recognized the falsities of Daniels' claims. In fact, Walker wrote a four page letter in support of Doughty-Hume to the ICP.
27. On or about July 12, 2017, the USEA-ICP informed Daniels and her "new friends" that the ICP was not revoking Doughty-Hume's certification. The ICP further informed them that so long as no new allegations were made after July 6, 2017 ("ICP Decision Date"), then no further action would be taken.
28. Shortly after being informed that the USEA would not revoke certification, Daniels and her "new friends" resorted to social media to post threatening images and engage in a thread

¹ This was after Daniels had written to the USEF to defame and intentionally damage Plaintiffs' reputation in the horse community.

involving death threats and ways to dispose of a body. Daniels and Crain also approached client(s) of Doughty-Hume at a horse show and threatened them.

29. Walker purchased several horses, which she boarded at RHEC. Under Doughty-Hume's tutelage, Walker rose to the top of the Leader Board in the United States as an adult amateur rider. Two of her horses were in the top ten on the Horse Leader Board.
30. Walker made all the decisions concerning which vets and farriers to use for her horses. Walker also engaged the services of the equine masseuse, equine chiropractor, Pulsed ElectroMagnetic Field Therapy and Theraplate services that were available to the horses on either a weekly or monthly basis. Plaintiffs also took Walker to train with other Upper Level Eventing Trainers and clinicians.
31. Despite Plaintiffs finding Walker horses and providing her with outstanding training that resulted in Walker and two horses being on the Leader Boards, Walker decided to leave Plaintiffs training and facilities citing the drama that Daniels had caused. The final straw for Walker was Silvey's posting of photos that had been staged of an allegedly sick horse and a picture of the bones of a horse that she falsely alleged had not been buried. Walker thought that the photos would make people question her morals.
32. Walker, in order to make sure that no one questioned her morals, started referring show officials and anyone who would listen to the internet postings about Plaintiffs. In August of 2017 Walker was responsible for two working students leaving their employment with Plaintiffs due to her vial and false stories and stating that Plaintiffs would retaliate against them and their horses.
33. Unbeknownst to Plaintiffs Walker and Daniels immediately started an active texting thread. Walker decided to contact the USEA and tell them to "withdrawal" her letter.
34. Walker, Daniels and Silvey then engaged in active plan to get Doughty-Hume's certification

revoked and to ruin Doughty-Hume's reputation, personal and professional, Plaintiffs' livelihood and life. Walker contacted saddle fitters that did business with Plaintiffs, clients, persons who she knew sold horses to Plaintiffs, a purchaser of a horse in Arkansas, previous working students and trainers to discourage them to do business with Plaintiffs by making false and disparaging statements to them about the services of Plaintiffs.

35. On or about January 10-20, 2018, Daniels started a new public online campaign directed at Plaintiffs making new false and defamatory allegations intended to destroy Plaintiffs' reputation in the general public. In fact, Defendant's new smear campaign was prefaced, with "did you not learn anything from the last time you posted something of our Mouse?" The public online expletive-filled post went on to accuse Plaintiffs of criminal activities and included additional claims related to Plaintiffs' profession not made previously. Some of the plethora of false allegations include Daniels' online ranting that: "I KNOW you kill" and "injure horses" without remorse, "don't properly dispose of the horses you kill," "leave horses to drown," used another party's email to steal photos from FB, hacked into Daniels' social media to clean up Plaintiffs' online reputation, had something to do with "the break in of my house" and "I mean who the f___ else would be trying to get into my computers and rename my wifi?" Daniels further accused Doughty-Hume of being a thief and made other allegations of criminal behavior, including allegations involving alcohol and minors, that are also patently false and vehemently denied. Daniels went on to post defamatory/libelous statements about Plaintiffs' professional practices, including selling horses Plaintiffs don't own, denying horses vet care on a regular basis, having a Strangles outbreak (highly infectious horse disease) and trying to go to a show, drugging horses and

other false statements related to Plaintiffs' professional training and care.² Daniels accused Hume of helping Doughty-Hume "attack people" and drinking "himself stupid every day," as well as intentionally and falsely alleging that Hume went to pick up Daniels' child while he was allegedly intoxicated,³ all allegations of which are patently false and vehemently denied.

36. On January 22 and 23rd, 2018 Defendants then engineered a new letter campaign along with Walker and Silvey. Silvey "coincidentally" prefaced her letter with "Everything mentioned below occurred after July 6, 2017." Defendants made many false and misleading claims to the ICP in a second attempt to interfere with Plaintiff's ICP certification. Silvey also falsely reported to the ICP that Doughty-Hume had been fined for her actions by Animal Care of Rockwall. This statement is, and was, patently false. Walker knew that these allegations of fines were false, yet never advised the USEA that the statements were untrue. Silvey also stated that Plaintiffs housed a horse with strangles, which Walker also knew to be false.
37. Walker falsely complained about Doughty-Hume's teaching alleged abusive tactics and dominating instruction to the USEA. In addition, Defendants referred certain members of the USEA to allegations they, and others, made online and stated that they had first-hand knowledge that the facts were true, which in and of itself is false. These actions were maliciously and negligently done to encourage the ICP to revoke Doughty-Hume's certification.⁴

² Veterinary records will establish this to be a blatant falsehood and Defendants were aware that it was untrue. Daniels has also accused Plaintiffs of shipping horses across state lines with forged or false documents. This is also untrue.

³ In fact, Plaintiffs are informed and believe that it was Crain that was intoxicated when he picked up Daniels' daughter from school. Daniels requested that Doughty-Hume assist her in picking up the vehicle from the police station so as not to incur additional impound charges.

⁴ Although the USEA contacted Defendants they did not contact a single witness out of the list provided by Plaintiffs.

38. Walker along with the other Defendants have published many false statements about Plaintiffs and their alleged treatment of working students, some of whom were minors. These statements were repeated in the hundreds of pages of texts messages between Defendants and third parties.
39. As a result of Defendants' acts, Plaintiffs have been besieged with online and email threats based on the false claims made by Defendants. Defendants, not satisfied with their efforts, did not stop with ICP certification revocation and online reputational abuse, and continued on with their smear campaign. In fact, Crain has recently posted a link to claims that he and Daniels are distributing beyond the horse community to which it was previously confined.
40. It is clear that Defendants have no intention of stopping these malicious, false, defamatory, and negligently made statements and online smear campaigns to defame and ruin the reputation of Plaintiffs and deprive them of their business and opportunities.
41. As a result of these false and defamatory statements Plaintiffs have been harmed. Plaintiffs have lost students, boarders, have lost property rights and their reputations have been damaged.

CAUSES OF ACTION

COUNT I - DEFAMATION

42. Plaintiffs incorporate by reference all preceding paragraphs as if fully stated herein.
43. Defendants, Daniels, Crain and Silvey, have intentionally made false statements about Plaintiffs in their online smear campaign and in letters to the USEA. Defendants have also negligently stated claims about Plaintiffs that Defendants knew to be false at the time when they were made.
44. The majority of the statements were objectively verifiable through public records and eye witness accounts.

45. Crain maliciously sent these false allegations about Plaintiffs to a media outlet completely unrelated to the horse community.
46. The false statements Defendants made about Plaintiffs are defamation per se because the statements reflect on Plaintiffs' fitness to conduct their business and trade, injured Plaintiffs' occupation and falsely charged them with crimes.
47. Furthermore, the statements are defamation per quod.
48. As a result, Plaintiffs have been damaged and such damages were proximately caused by the acts of the Defendants.
49. The above defamatory statements were understood as assertions of fact and not as opinion.
50. Plaintiffs are informed and believe this defamation will continue to be negligently, recklessly and intentionally published and also foreseeably published by Defendants, and each of them, and foreseeably published by recipients of Defendants, thereby causing additional injury and damages for which Plaintiffs seek redress by this action.

COUNT II -- BUSINESS DISPARAGEMENT

Plaintiffs incorporate by reference all preceding paragraphs as if fully stated herein.

51. Defendants published false and disparaging information about Plaintiffs' business.
52. Defendants published the false and disparaging statements about Plaintiffs' business while acting with ill will, with knowledge that the statements were false and/or with reckless disregard as to the truth of the statements.
53. Defendants' statements about Plaintiffs' business were made with malice and without privilege.
54. Defendants' conduct resulted in special damages suffered by Plaintiffs, including but not limited to lost profits and Defendants' actions have caused others to avoid or discontinue doing business with Plaintiffs.

**COUNT III – TORTIOUS INTERFERENCE
WITH EXISTING CONTRACTS**

55. Plaintiffs incorporate by reference all preceding paragraphs as if fully stated herein.
56. Plaintiffs had existing contract(s) with clients, the USEA/ICP, vendors and customers subject to interference, including but not limited to boarders, students, working students, and salespersons.
57. Defendants engaged in willful and intentional acts of interference with Plaintiffs' existing contracts with the intent that Doughty-Hume's ICP certification be revoked, boarders and working students would leave, and persons would not engage in sales with Plaintiffs.
58. Defendants' actions proximately caused Plaintiffs' injuries.
59. Defendants' conduct caused actual damages or loss to Plaintiffs, including but not limited to the loss of ICP Certification, boarders, students and sales.

**COUNT IV—TORTIOUS INTERFERENCE WITH
PROSPECTIVE BUSINESS RELATIONS**

60. Plaintiffs incorporate by reference all preceding paragraphs as if fully stated herein.
61. There was a reasonable probability that Plaintiffs would have entered into a business relationship with certain students seeking training, boarders and sales of certain horses, as well as with the USEA/ICP.
62. Defendants acted with a conscious desire to prevent the relationship(s) from occurring and/or even knew the interference was certain or substantially certain to occur as a result of their conduct.
63. Defendants' conduct was independently tortious and/or unlawful as set forth in all incorporated paragraphs above and prevented Plaintiffs' prospective business relationship(s) from occurring.
64. Defendants' interference proximately caused Plaintiffs' injuries.

65. Plaintiffs have suffered actual damage or loss as a result.

**COUNT V—INTENTIONAL INFLICTION
OF EMOTIONAL DISTRESS**

66. Plaintiffs incorporate by reference all preceding paragraphs as if fully stated herein.

67. Defendants acted intentionally or recklessly and stated that it was their intention to ruin Plaintiffs. Furthermore, Defendants were aware that their online threats and physical threats at various horse shows were done precisely to scare Plaintiffs and their potential witnesses into not coming forth. Defendants' conduct, as described above, was intended to and did inflict severe mental and emotional distress upon Plaintiffs. Defendants knew that such conduct would subject Plaintiffs Doughty-Hume and Hume to severe emotional distress.

68. Defendants' conduct was extreme and outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency, as to be regarded as atrocious and utterly intolerable in a civilized society.

69. Defendants' conduct caused Plaintiffs' emotional distress; and Defendants' conduct proximately caused Plaintiffs' damages in that it caused them to suffer severe emotional distress. In particular, Defendants' conduct was the direct and proximate cause of severe mental pain and anguish. Plaintiffs' emotional distress has been severe in that they have suffered from anxiety, depression, loss of sleep, loss of appetite, nausea and intentionally not engaged in activities that they normally engage.

70. In addition to severe emotional distress, Plaintiffs have suffered and will continue to suffer additional damages as a proximate result of the Defendants' conduct in that, in all reasonable probability, Plaintiffs Doughty-Hume and Hume will continue to suffer this mental pain and anguish for a long time in the future. Plaintiffs have also incurred loss of earnings and future earning capacity as a result of Defendants' conduct.

COUNT VI – CIVIL CONSPIRACY

71. Plaintiffs incorporate by reference all preceding paragraphs as if fully stated herein.

72. Defendants acted together to accomplish a purpose, which was to destroy Plaintiffs' reputation and business.

73. Defendants had a meeting of the minds on their purpose and/or course of action.

74. Defendants committed one or more unlawful, overt acts as is set forth in all incorporated paragraphs above.

75. Plaintiffs have suffered damages as the proximate result of Defendants' acts.

76. Defendants entered into a civil conspiracy with each other and agreed to use unlawful means to accomplish an unlawful purpose to Plaintiffs' detriment. Plaintiffs were and continue to be damaged as a direct and proximate result of the civil conspiracy between and by and amongst all the Defendants. As a result of their conspiracy, Plaintiffs have been damaged in an amount exceeding the jurisdictional limits of this Court. Plaintiffs seek recovery of these damages from the Defendants, jointly and severally.

DAMAGES

As a result of Defendants' actions as described herein, Plaintiffs have suffered damages including: physical pain and suffering; mental anguish sustained in the past; mental anguish that, in reasonable probability, Plaintiffs will sustain in the future; lost income in the past; loss of earning capacity that, in reasonable probability, Plaintiffs will sustain in the future; medical expenses incurred in the past; and medical care and expenses that, in reasonable probability, Plaintiffs will sustain in the future. As set forth herein, Plaintiffs have suffered additional damages and seek recovery for same from Defendants, jointly and severally.

Plaintiffs further request recovery of pre-judgment interest and post-judgment interest at

the statutory rate or at such other rate as is set by this Court.

Pleading further, and alternatively, if necessary, Defendants are guilty of misconduct which was committed knowingly, intentionally, maliciously, wantonly, fraudulently, and in reckless and callous disregard of the legitimate rights of the Plaintiffs so far as to justify the imposition of exemplary damages. Plaintiffs seek recovery of such exemplary damages from Defendants.

JURY DEMAND

Plaintiffs hereby respectfully demand a trial by jury.

PRAYER AND REQUEST FOR RELIEF

For the foregoing reasons, Plaintiffs request that upon final trial or other disposition of this lawsuit, Plaintiffs have and recover judgment against Defendants jointly and severally for the following:

- (a) all damages requested including actual and consequential and as set forth above;
- (b) Exemplary damages;
- (c) Mental anguish and pain and suffering for Doughty-Hume and Hume;
- (d) reasonable and necessary attorney's fees;
- (e) pre-judgment and post-judgment interest as provided by law;
- (f) costs of court;
- (e) exemplary damages; and
- (f) such other and further relief, at law or in equity, to which Plaintiffs are justly entitled.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Notice of Hearing has been served upon all counsel of record pursuant to the Texas Rules of Civil Procedure on this 17 day of December, 2018.

*Christine Renne*_____

Christine M. Renne