

IN THE  
**ARIZONA COURT OF APPEALS**  
DIVISION TWO

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JOHN FAUBION,  
*Plaintiff/Appellant,*

*v.*

SARA STEVENS, AS PERSONAL REPRESENTATIVE  
OF THE ESTATE OF BEA STEVENS,  
*Defendant/Appellee.*

No. 2 CA-CV 2023-0035  
Filed April 17, 2024

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THIS DECISION DOES NOT CREATE LEGAL PRECEDENT AND  
MAY NOT BE CITED EXCEPT AS AUTHORIZED BY APPLICABLE RULES.  
NOT FOR PUBLICATION  
*See Ariz. R. Sup. Ct. 111(c)(1); Ariz. R. Civ. App. P. 28(a)(1), (f).*

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Appeal from the Superior Court in Pinal County  
No. S1100CV202001860  
The Honorable Steven J. Fuller, Judge

**AFFIRMED**

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COUNSEL

John Faubion, Superior  
*In Propria Persona*

Berk Law Group P.C., Scottsdale  
By Daphne J. Reaume  
*Counsel for Defendant/Appellee*

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**MEMORANDUM DECISION**

Presiding Judge Eppich authored the decision of the Court, in which Chief Judge Vásquez and Vice Chief Judge Staring concurred.

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E P P I C H, Presiding Judge:

¶1 John Faubion appeals from the trial court’s judgment in favor of Sara Stevens, as personal representative of the estate of Bea Stevens, on Bea’s counterclaims of breach of contract, breach of fiduciary duty, and conversion. He argues the court made numerous errors related to contract interpretation, dismissal of a claim, damages, sufficiency of the evidence, sanctions, and factual findings. Because Faubion has not meaningfully developed his arguments on appeal, we affirm.<sup>1</sup>

**Factual and Procedural Background**

¶2 We view the facts in the light most favorable to upholding the trial court’s judgment. *Town of Florence v. Florence Copper Inc.*, 251 Ariz. 464, ¶ 20 (App. 2021). In February 1998, Bea and Faubion entered into an agreement granting Faubion exclusive rights to promote the art collection of Bea’s late husband for a ten-year period. “Promotion” included sales, licensing, and reproduction of the collection. Pursuant to the agreement, Faubion was also responsible for storing the collection and would be compensated for his promotion of the collection.

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<sup>1</sup>After briefing had been completed in this matter, Faubion filed a “Motion to Correct the Record on Appeal.” The motion identified various admitted exhibits that were to be included in the record on appeal that were not in this court’s possession. We subsequently issued an order requesting the superior court forward the missing exhibits. In response, the clerk of the Pinal County Superior Court filed an affidavit stating that the requested exhibits had been “marked as sent” and that the clerk’s office did not “currently possess these exhibits.” Faubion has not apparently relied on any of the missing exhibits in his briefing, nor has he explained how these exhibits would have affected his claims on appeal. In any event, given our conclusion that Faubion has insufficiently developed claims for review, the missing exhibits would have no effect on our disposition.

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¶3 The agreement was amended multiple times and extended until 2022. In 2019, Bea emailed Faubion indicating that Faubion had moved the collection without her knowledge and that she was “concerned for the safety of the Collection.” She requested the collection be moved into her daughter Sara’s possession where Faubion would still have access to it. Faubion opposed moving the collection and denied Bea and her family access to the collection.

¶4 In November 2020, Bea notified Faubion of her intent to terminate the agreement based on his failure to promote and protect the collection, and for denying her access to the collection. She demanded the archival material from the collection and to inspect the collection within thirty days.

¶5 Faubion sued Bea and Sara. As to Bea, he alleged fraudulent inducement, breach of the covenant of good faith and fair dealing, breach of trust and fiduciary duty, anticipatory or actual breach of contract, fraudulent misrepresentation, and quantum meruit. He alleged Sara had tortiously interfered with the contract. As to both Bea and Sara, he alleged defamation and unjust enrichment. As relief, Faubion sought specific performance of the agreement and a declaratory judgment. Bea counterclaimed, alleging breach of contract, breach of fiduciary duty, breach of the implied duty of good faith and fair dealing, and conversion. She sought a declaratory judgment, an accounting, and preliminary and permanent injunctions.

¶6 Bea died before the case went to trial. After a four-day bench trial, the court entered judgment primarily in Sara’s favor, as Bea’s personal representative, finding Faubion had breached the contract, breached his fiduciary duty, and committed conversion.<sup>2</sup> The trial court also granted Sara attorney fees and costs. This appeal followed. We have jurisdiction pursuant to A.R.S. §§ 12-120.21(A)(1) and 12-2101(A)(1).

¶7 Although Faubion identifies numerous issues on appeal, he does not adequately develop supporting arguments. An opening brief must contain “contentions concerning each issue presented for review, with supporting reasons for each contention.” Ariz. R. Civ. App. P. 13(a)(7)(A). Merely mentioning an issue is insufficient to develop the argument for

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<sup>2</sup>The court found in favor of Faubion on his quantum meruit claim, but concluded he was “not entitled to damages and shall take nothing” on the claim.

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appeal, *see Polanco v. Indus. Comm'n*, 214 Ariz. 489, n.2 (App. 2007), and “[i]t is not incumbent upon the court to develop an argument for a party,” *Ace Auto. Prods., Inc. v. Van Duyne*, 156 Ariz. 140, 143 (App. 1987). Faubion’s opening brief also lacks appropriate citations to legal authority.<sup>3</sup> *See* Ariz. R. Civ. App. P. 13(a)(7)(A) (opening brief must contain “citations of legal authorities and appropriate references to the portions of the record on which the appellant relies”). Claims without supporting argument or citation to relevant authority are waived on appeal. *Bennett v. Baxter Grp., Inc.*, 223 Ariz. 414, ¶ 11 (App. 2010); *see also In re J.U.*, 241 Ariz. 156, ¶ 18 (App. 2016) (“We generally decline to address issues that are not argued adequately, with appropriate citation to supporting authority.”).

¶8 Although Faubion represents himself, we hold him to the same standard as an attorney. *See Flynn v. Campbell*, 243 Ariz. 76, ¶ 24 (2017). Because he has failed to comply with Rule 13, we are unable to sufficiently review Faubion’s claims on appeal and they are waived.<sup>4</sup> *See Bennett*, 223 Ariz. 414, ¶ 11.

¶9 Pursuant to A.R.S. § 12-341.01, Sara requests attorney fees and costs in defending this appeal. This contested action arises out of contract, and therefore, in our discretion, we award Sara her reasonable attorney fees on appeal upon her compliance with Rule 21, Ariz. R. Civ. App. P. *See* § 12-341.01. As the prevailing party, Sara is also entitled to her appellate costs. *See* A.R.S. § 12-341; Ariz. R. Civ. App. P. 21.

**Disposition**

¶10 We affirm the trial court’s judgment.

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<sup>3</sup>Although Faubion does cite some legal authority, the citations primarily relate to the standards of review.

<sup>4</sup>Faubion requested oral argument in his opening brief. Rule 18(a), Ariz. R. Civ. App. P., provides, however, that a party must file “a separate request for oral argument.” *See also Yanni v. Tucker Plumbing, Inc.*, 233 Ariz. 364, n.4 (App. 2013) (declining to grant oral argument because appellant requested it in opening brief). In any event, oral argument would not assist us in resolving this matter. *See* Ariz. R. Civ. App. P. 18(b)(3).