

1 Jill Ryther, Esq. SBN # 266016  
2 Sarah Thompson SBN # 306692  
3 RYTHER LAW GROUP  
4 40477 Murrieta Hot Springs Rd  
5 STE D1 #157  
6 Murrieta, CA 92563  
7 Phone: 310-751-4404  
8 Fax: 310-773-9192  
9 Email: jill@rytherlawgroup.com  
10 sarah@rytherlawgroup.com

11 *Attorneys for Plaintiff,*  
12 STEPHANIE SPEARS

**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego  
**06/23/2023** at 04:23:54 PM  
Clerk of the Superior Court  
By Tanisha Moore, Deputy Clerk

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
14 **COUNTY OF SAN DIEGO**

15 STEPHANIE SPEARS, an individual; ) Case No. 37-2023-00026306-CU-PO-CTL  
16 )  
17 Plaintiff, ) **VERIFIED COMPLAINT FOR**  
18 ) **DAMAGES AND DEMAND FOR JURY**  
19 vs. ) **TRIAL**  
20 )  
21 ZORAN DJORDJEVICH, DVM, an ) 1. Negligence  
22 individual; MOHNACKY ANIMAL ) 2. Breach of Bailment  
23 HOSPITAL OF CARLSBAD, an unknown ) 3. Trespass to Chattel  
24 business entity; and DOES 1-50, inclusive, ) 4. Intentional Misrepresentation  
25 )  
26 Defendants. )  
27 ) **[Unlimited Civil Case Over \$25,000]**  
28 )

**I.**

**INTRODUCTION**

Plaintiff brings this suit for the wrongful and unlawful treatment of her beloved canine companion, a Cane Corso named ROCKIE, and as California law defines, her “property.”

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**II.**  
**JURISDICTION AND VENUE**

Subject matter and personal jurisdiction are appropriate in this forum because the claims arose in the City of Carlsbad, County of San Diego, and all Defendants have regular ongoing business in Carlsbad, County of San Diego.

**III.**  
**PARTIES**

1. Plaintiff STEPHANIE SPEARS (“Plaintiff”), at all times herein mentioned, was residing in the City of Fallbrook, County of San Diego, State of California. Plaintiff is the owner of a male Cane Corso named ROCKIE (“ROCKIE”).

2. Defendants ZORAN DJORDJEVICH, DVM (hereinafter, “ZORAN”) and MOHNACKY ANIMAL HOSPITAL OF CARLSBAD (hereinafter, “MAHC”) and DOES 1-50, inclusive (hereinafter collectively referred to as “Defendants”), are, and at all times herein alleged were, conducting regular and ongoing business at 2505 S. Vista Way, Carlsbad, CA 92008, in San Diego County, California.

3. Defendants herein alleged were the agents of their co-Defendants and, in committing the acts and omissions herein alleged, were acting within the course and scope of such agency, with the permission and consent of their co-Defendants.

4. Plaintiff is unaware of the true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as Does 1-50, inclusive, and therefore sues those Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and thereon allege, that each of the fictitiously named Defendants is legally responsible and/or negligent in some manner for the occurrences, acts, and omissions herein alleged, and that Plaintiff’s injuries and damages as herein alleged were directly and legally caused by that negligence, willful, or intentional conduct. Each reference in this Complaint to Defendant, Defendants, or a specifically named Defendant, refers also to all Defendants sued under fictitious names.



1 to Plaintiff and is only an assumption.

2 11. After examining ROCKIE, Ms. Stalker diagnosed ROCKIE (under the direction  
3 and supervision of ZORAN) with bilateral hip dysplasia.

4 12. It was recommended by Ms. Stalker (again, under the direction and supervision  
5 of ZORAN) that ROCKIE undergo an immediate double pelvic osteotomy (DPO), and implied  
6 to Plaintiff that ROCKIE’S condition was severe and emergent.

7 13. Additionally, Ms. Stalker assured Plaintiff that ZORAN was board certified and  
8 that he regularly performed DPO’s, and that he even invented particular hardware used in this  
9 type of surgery. (Statements which were later proven to be grossly untrue.)

10 14. Thus, on October 25, 2019, ROCKIE underwent a DPO operation with ZORAN  
11 as the “board-certified” orthopedic surgeon.

12 15. Over the next several months after the DPO operation, ROCKIE’s pain and  
13 discomfort continued. Plaintiff contacted Defendants multiple times to make them aware of  
14 ROCKIE’s condition.

15 16. Through the next three (3) years, Plaintiff brought ROCKIE to Defendants  
16 several times for re-examinations and radiographs of ROCKIE’s hips and hind legs, and each  
17 time she was told that what ROCKIE was experiencing was normal and to “give it time.”

18 17. However, ROCKIE’s condition continued to decline and in March 2022, Plaintiff  
19 brought ROCKIE back MAHC, Vista, to be examined by Dr. Alexa Jurak.

20 18. At this visit, ROCKIE underwent another set of X-rays, and it was finally  
21 determined that ROCKIE had severe joint swelling in both of his knees and that apparently his  
22 hips were unchanged, even compared to his original hip X-rays, prior to his DPO surgery in  
23 2019.

24 19. Frustrated, confused and overwhelmed, Plaintiff decided it was time to get a  
25 second opinion. Thus, on June 23, 2023, Plaintiff took ROCKIE to a highly recommended  
26 orthopedic surgeon.

27 20. It was at this visit that Plaintiff learned (among other things) that ZORAN is not  
28 a board-certified surgeon and that he was not qualified to be diagnosing ROCKIE’s condition

1 nor performing a DPO surgery.

2 21. Plaintiff also learned that a DPO operation should never have been performed if  
3 ROCKIE was over six (6) months of age at the time of surgery, as ROCKIE would no longer be  
4 a candidate for this type of procedure.

5 22. In fact, Plaintiff soon learned, ROCKIE was indeed older than six months at the  
6 time he underwent his DPO surgery.

7 23. Additionally, Plaintiff learned instead of DPO surgery, ROCKIE should have  
8 undergone bilateral knee surgery, and by undergoing the DPO after he was six months of age,  
9 only caused ROCKIE's knees, ankles and hips severe damage.

10 24. Further, Plaintiff learned that Rockie would now have to undergo multiple  
11 surgeries, including bilateral knee surgery, bilateral ankle surgery, full bilateral hip replacement  
12 and would require years of therapy and be on medication for the remainder of his natural life.

13 25. Even more devastating, Plaintiff learned that because ZORAN negligently  
14 performed a DPO surgery well after the six months of age cutoff, ROCKIE would never live a  
15 "normal" life and would likely always suffer from pain and discomfort.

16 26. After Plaintiff learned of ROCKIE's devastating prognosis, she contacted  
17 ZORAN and ZORAN admitted that he knew ROCKIE should not have undergone the DPO  
18 surgery and even offered to do a bilateral knee surgery on ROCKIE for free as a way to  
19 compensate ROCKIE and Plaintiff for the irreparable damage he caused.

20 27. ROCKIE did eventually undergo the needed bilateral knee surgery, but not by  
21 ZORAN or at MAHC. And in the near future, ROCKIE must undergo bilateral ankle surgery  
22 and total bilateral hip replacement surgery.

23 28. As a direct and proximate result of the acts and omissions of the Defendants,  
24 Plaintiffs have suffered out-of-pocket losses, special damages, and other damages, as alleged  
25 herein.

26 29. As a further direct and proximate result of the acts and omissions of Defendants,  
27 Plaintiffs have been injured in an amount not yet ascertained, but in excess of this Court's  
28 jurisdictional minimum amount, to include special damages, in an amount according to proof.

1 **FIRST CAUSE OF ACTION**

2 **NEGLIGENCE**

3 **(As to All Defendants)**

4 **Failure to Meet Minimum Standard of Care (as to all Defendants)**

5 30. The allegations of all preceding paragraphs herein are realleged and incorporated  
6 by reference.

7 31. Defendants were working in the course and scope of their employment and were  
8 in control of the facility.

9 32. Defendants had a duty to use reasonable care and skill in the handling of the  
10 dogs in their facility, including ROCKIE. Defendants owed a duty of care to Plaintiff to  
11 exercise that degree of care, skill, and diligence of medical professionals in their positions so as  
12 to maintain the health and well-being of ROCKIE, who was left in their care and control.

13 33. On or about October 1, 2019, Defendants established a special relationship with  
14 Plaintiff (in part due to their legal bailment relationship). Defendants breached their duty of care  
15 by incorrect and inadequate treatment and care below the minimum standard of care for  
16 veterinarians.

17 34. Plaintiff brought ROCKIE to Defendants, for treatment of an umbilical hernia  
18 and a neuter surgery. While under Defendants' care and control, ROCKIE was not treated  
19 according to minimum standards of veterinary care as set forth above, causing severe  
20 deformities by misdiagnosing ROCKIE and performing the wrong procedure on him.  
21 Defendants failed to properly perform the correct surgery and failed to properly monitor and  
22 address ROCKIE's symptoms after the surgery.

23 35. The acts and omissions of the Defendants in treating ROCKIE fell far below the  
24 normal standards of care for professionals in Defendants' positions under the circumstances.  
25 The acts and omissions of Defendants were, each in their own way, a direct and proximate  
26 cause of ROCKIE's injuries. At all times mentioned in this Complaint, Defendants negligently  
27 failed to exercise, in treatment, as well as general care, the reasonable degree of skill that is  
28 ordinarily possessed and exercised by general veterinarians in the same or similar locality in

1 similar circumstances, in that, among other things, Defendants, and each of their acts or  
2 omissions fell far below the standard of care required of them.

3 36. Defendants then failed to act with appropriate concern over the condition of  
4 ROCKIE, which they themselves caused. Defendants acted in a manner that was an extreme  
5 departure from the ordinary standard of care and conduct.

6 37. Defendants' actions, and each of them, contributed directly to and proximately  
7 caused ROCKIE's injuries.

8 38. Plaintiff did not discover Defendants' negligence until *after* she obtained a  
9 second opinion on June 23, 2022.

10 39. As a direct and legal result of the carelessness and negligence of Defendants,  
11 Plaintiff has incurred and will continue to incur significant financial loss including the cost of  
12 substantial and continuing veterinary care for ROCKIE. Plaintiff also suffered and continues to  
13 suffer extreme mental, physical and nervous pain and suffering and serious emotional distress,  
14 and other general and special damages in an amount according to proof.

15 **SECOND CAUSE OF ACTION**

16 **BREACH OF BAILMENT**

17 **(As to All Defendants)**

18 40. The allegations of all preceding paragraphs herein are realleged and incorporated  
19 by reference.

20 41. Breach of a bailment contract may be asserted by the bailor when the bailee fails  
21 to return that which was bailed, or deposited, pursuant to Cal. Civ. Code § 1813 *et seq.*

22 42. Plaintiff, bailor, entrusted her dog ROCKIE to Defendants, bailees.

23 43. Defendants disregarded their duties as bailees to care for ROCKIE in trust while  
24 in their possession; this included a duty not to harm the property subject to the bailment.

25 44. In October 2019, Plaintiff left ROCKIE, for valuable consideration, with  
26 Defendants. Defendants were to care for ROCKIE, treat him kindly, and return him to Plaintiff  
27 in good physical health. After Plaintiff entrusted ROCKIE to Defendants' care, ROCKIE was  
28 treated in a manner that left him severely injured, and in pain and discomfort for the rest of his

1 life.

2 45. Defendants wrongfully damaged Plaintiff's property, ROCKIE. ROCKIE was  
3 not returned to Plaintiff in good physical health, but in a damaged condition, which was not  
4 caused by Plaintiff, and that resulted in ROCKIE's injuries, in violation of the bailment  
5 agreement into which the parties had entered.

6 46. As a direct and legal result of Defendants' acts and omissions, Plaintiff suffered  
7 irreparable damages, according to proof, as designated herein and below. Damages include, but  
8 are not limited to, the out-of-pocket loss for veterinary services, injuries to ROCKIE, and severe  
9 emotional distress to Plaintiff.

10 **THIRD CAUSE OF ACTION**

11 **TRESPASS TO CHATTEL**

12 **(As to All Defendants)**

13 47. The allegations of all preceding paragraphs herein are realleged and  
14 incorporated by reference.

15 48. As pled above, Plaintiff has at all relevant times an ownership and/or right to  
16 possession of the property, her family member ROCKIE. Defendants willfully and intentionally  
17 injured and damaged ROCKIE by wrongful acts and/or in a manner that is inconsistent with the  
18 Plaintiff's property rights as the owner of ROCKIE, a living animal who is valuable "property"  
19 under California law.

20 49. Defendants each and together intentionally appropriated dominion and control  
21 over ROCKIE for their own use and misuse. Defendants accordingly interfered with the  
22 property when ROCKIE was injured in their care by their intentional actions and failures  
23 (including but not limited to the failure provide accurate care when needed).

24 50. Plaintiff did not consent to the harm to ROCKIE.

25 51. Had Plaintiff known that ROCKIE was not a candidate for the procedure, she  
26 would never have agreed for ROCKIE to undergo the DPO surgery. Any consent was  
27 uninformed and/or obtained under false pretenses.

28 ///





1           59. On information and belief, Defendants knew these representations were not true  
2 when they were made. At the very least, Defendants should have known that these  
3 representations were not true and therefore made the representations recklessly and without  
4 regard for its truth.

5           60. Plaintiff had no reason at the time to doubt the veterinary practice she had  
6 routinely visited and as she has no expertise in veterinary medicine.

7           61. Plaintiff was harmed by these misrepresentations and her reliance on the  
8 representations was a substantial factor in causing the harm. As set forth above, she could have  
9 and would have acted differently had she had known of ROCKIE's true diagnosis in October  
10 2019, that ZORAN and MAHC were lying about ZORAN's credentials, that ROCKIE's surgery  
11 was not a success, and that the continued pain and suffering ROCKIE experienced over the next  
12 three years was absolutely not normal and would never resolve over time.

13           62. Thus, as a direct and proximate cause of the conduct alleged herein by  
14 Defendants, Plaintiff suffered and continues to suffer physical, emotional, and economic injuries  
15 including but not limited to: unnecessary veterinary expenses, avoidable medical expenses  
16 incurred for the cost of major veterinary surgeries for her canine at another facility, and  
17 noneconomic damages including without limitation discomfort, physical and emotional distress,  
18 and anguish, all in an amount to be proven at trial but all in excess of the jurisdictional threshold  
19 of this court.

20                           **ADDITIONAL FACTS IN SUPPORT OF EXEMPLARY DAMAGES**

21   **PURSUANT TO CIVIL CODE § 3340**

22                   **(As to Intentional Misrepresentation, Trespass to Chattel and Intentional Infliction of**  
23   **Emotional Distress Causes of Action)**

24           63. The allegations of all preceding paragraphs herein are realleged and incorporated  
25 by reference.

26           64. Defendants injured ROCKIE by intentionally and wrongfully making acts and/or  
27 omissions in the care and treatment of ROCKIE and failing to provide appropriate and/or  
28 adequate medical attention for ROCKIE despite ongoing, obvious, and severe indicators, which

1 were or should have been obvious to Defendants, and would have kept ROCKIE from being in  
2 a state of life-long impairment.

3 65. Defendants did not take appropriate action, despite opportunities to do so, and  
4 actively concealed key aspects of ROCKIE's condition and their role in causing it, thereby  
5 allowing ROCKIE to suffer unnecessarily. Their acts and omissions were so far below standard  
6 industry practice as to be unconscionable.

7 66. Furthermore, Defendants' acts, and each of them, amount to no less than willful  
8 or gross negligence in disregard for humanity, and a reckless disregard for the consequences to  
9 Plaintiff of their actions.

10 **AS TO ALL CAUSES OF ACTION**

11 WHEREFORE, Plaintiff prays judgment against Defendants, as follows:

- 12 1. For compensatory damages, in an amount according to proof;
- 13 2. For general damages, including mental suffering, in amount according to proof;
- 14 3. For special damages in an amount according to proof;
- 15 4. For lost wages in an amount according to proof;
- 16 5. For punitive damages pursuant to Civil Code §3340 (as to Intentional  
17 Misrepresentation and Trespass to Chattel);
- 18 6. For interest as allowed by law;
- 19 7. For costs of suit herein incurred; and
- 20 9. For such other and further relief as the court may deem just and proper.

21 **DEMAND FOR JURY TRIAL**

22 NOTICE IS HEREBY GIVEN that Plaintiff demands trial by jury in the above-  
23 captioned matter.

24 Dated: June 23, 2023

Respectfully Submitted By,

25 

26 \_\_\_\_\_  
27 Jill L. Ryther  
28 Sarah Thompson  
Attorneys for Plaintiff,  
STEPHANIE SPEARS

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**VERIFICATION**

I, STEPHANIE SPEARS, am a Plaintiff in the above-entitled action. I have read the foregoing VERIFIED COMPLAINT FOR DAMAGES AND DEMAND FOR JURY TRIAL and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein alleged upon information and belief, and as to those matters, I believe it to be true.

I declare under penalty of perjury under the laws of California that the foregoing is true and correct, and that this declaration was executed in the City of Fallbrook, California.

DATE: June 23, 2023



\_\_\_\_\_  
STEPHANIE SPEARS