

CAUSE NO. CC-22-00369-D

JACQUELINE CLAIRE DURAND,	§	IN THE COUNTY COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
ASHLEY JO BISHOP, Individually and as	§	
Trustee of the BISHOP FAMILY TRUST; and	§	AT LAW NO. 4
JUSTIN AVERY BISHOP, M.D., Individually	§	
and as Trustee of the BISHOP FAMILY TRUST;	§	
NATIONAL VETERINARY ASSOCIATES, INC.;	§	
NVA I-20 AMC VETERINARY MANAGEMENT, LLC;	§	
and BIG DOG HAVEN, INC.;	§	
	§	
<i>Defendants.</i>	§	DALLAS COUNTY, TEXAS

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**PLAINTIFF'S AMENDED PETITION**

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Plaintiff Jacqueline Claire Durand ("***Plaintiff***" or "***Jacqueline***") files this Amended Petition against Ashley Jo Bishop, Individually and as Trustee of the Bishop Family Trust; Justin Avery Bishop, M.D., Individually and as Trustee of the Bishop Family Trust; National Veterinary Associates, Inc.; NVA I-20 AMC Veterinary Management, LLC; and Big Dog Haven, Inc. (collectively, "***Defendants***"). In support, Plaintiff states the following:

**I.**

**DISCOVERY CONTROL PLAN**

1. Plaintiff intends to pursue discovery in the above-styled and numbered cause under Level 3, pursuant to Texas Rules of Civil Procedure 190.1 and 190.4.

**II.**

**JURY DEMAND**

2. Plaintiff previously demanded a jury trial and tendered the proper jury fee.

### III.

#### PARTIES

3. Plaintiff Jacqueline Claire Durand [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] is an individual residing in Coppell, Dallas County, Texas.

4. Defendant Ashley Jo Bishop (***"Mrs. Bishop"***) is an individual residing in Coppell, Dallas County, Texas, who also serves as a trustee of the Bishop Family Trust, which was established pursuant to a revocable declaration of trust, dated July 21, 2021. Mrs. Bishop has appeared and answered herein for all purposes; she may be served through counsel.

5. Defendant Justin Avery Bishop, M.D. (***"Dr. Bishop"***) is an individual residing in Coppell, Dallas County, Texas, who also serves as a trustee of the Bishop Family Trust, which was established pursuant to a revocable declaration of trust, dated July 21, 2021. Dr. Bishop has appeared and answered herein for all purposes; he may be served through counsel. Mrs. Bishop and Dr. Bishop will be referred to collectively as the ***"Bishop Defendants."***

6. Defendant National Veterinary Associates, Inc. (***"NVA"***) is a foreign corporation organized and existing under the laws of the State of Delaware with its principal office located at 29229 Canwood Street, Suite 100, Agoura Hills, CA 91301. Upon information and belief, NVA does business in the State of Texas by owning and operating veterinary practices. NVA may be served with citation and process through its registered agent: Corporate Service Company d/b/a CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218.

7. Defendant NVA I-20 AMC Veterinary Management, LLC (***"I-20 Animal Medical Center"***) is a Texas limited liability company with its principal office located at 5820 Interstate 20 West, Arlington, TX 76017. I-20 Animal Medical Center may be served with citation and process

through its registered agent: Corporate Service Company d/b/a CSC – Lawyers Incorporating Service Company, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218.

8. Defendant Big Dog Haven, Inc. (“**Big Dog Haven**”) is a foreign non-profit corporation organized and existing under the laws of the State of Tennessee with its principal office located at 5840 W. Allens Bridge Road, Greeneville, TN 37743-1809, and its legal mailing address at 1301 Old Newport Highway, Greeneville, TN 37743-8225. Upon information and belief, Big Dog Haven does business in the State of Texas, including—in this case—accepting ownership of Lucy, paying for Lucy’s veterinary care, and placing Lucy as a foster animal. Big Dog Haven does not maintain a regular place of business in this state or a designated agent for service of process. As a result, Big Dog Haven may be served through the Texas Secretary of State.

#### IV.

#### JURISDICTION AND VENUE

9. Venue is proper in Dallas County—pursuant to Section 15.002(a) of the TEXAS CIVIL PRACTICE & REMEDIES CODE—because (i) it is the county where the incident occurred and (ii) it is the county of residence for the Bishop Defendants, who have appeared and answered herein.

10. This Court has jurisdiction over this matter because Plaintiff’s damages exceed the minimum jurisdictional limits of the Court.

#### V.

#### FACTUAL SUMMARY

11. Plaintiff’s claims arise out of a vicious, preventable dog mauling that occurred on or about December 23, 2021, on the premises of [REDACTED], Coppel, Texas 75019 (the “**Bishops’ House**”).

### **Preventable Attack**

12. Upon information and belief, the primary aggressor in this vicious dog mauling was a dangerous German Shepherd mix-breed dog named Lucy Lu ("**Lucy**"). On November 16, 2020, Dallas Animal Services picked up Lucy, who had sustained a severe, infected leg wound following a fight with another dog.

13. That very same day, Lucy was transferred to Defendant NVA I-20 AMC Veterinary Management, LLC (hereinafter, "**I-20 Animal Hospital**") where she would continue to receive treatment in intensive care over the next 11 days. Upon information and belief, at all relevant times, Defendant I-20 Animal Hospital was wholly owned, managed, and operated by Defendant National Veterinary Associates, Inc. ("**NVA**"). NVA and I-20 Animal Medical Center will be referred to collectively as the "**NVA Defendants.**"

14. Upon information and belief, Defendant Big Dog Haven—a canine-rescue organization located in eastern Tennessee—took legal ownership of Lucy and assumed financial responsibility for her, thereby paying the NVA Defendants several thousand dollars for Lucy's 11-days of intensive care and treatment. In exchange, Big Dog Haven exploited Lucy by using graphic images of her wounds on social media to raise money for its continued operations.



15. Despite this, upon information and belief, Big Dog Haven never took possession of Lucy; she never made it to the mountains of eastern Tennessee. And, despite having been wounded in a vicious fight with another dog, neither Big Dog Haven nor the NVA Defendants made any effort to assess Lucy for aggression. Upon information and belief, any scientifically-sound assessment protocol would have identified Lucy as a dangerous and behaviorally-unsound dog who was not suitable for placement as a foster or adopted pet.

16. But there is no money to be made in the responsible euthanization of dangerous dogs. As a result, neither Big Dog Haven nor the NVA Defendants made any effort to determine whether Lucy was behaviorally sound or fit to be placed as a foster animal. Instead, with donations flowing to Big Dog Haven and the NVA Defendants' bills paid, Lucy was simply recycled back into an unsuspecting community of dog lovers—where this preventable attack occurred—ultimately coming into the possession of the Bishop Defendants as a foster pet.

### **Vicious Mauling**

17. Plaintiff Jacqueline Claire Durand is a 22-year-old college student at the University of Texas at Dallas, who earns extra money by dog sitting and walking. Prior to December 23, 2021, Jacqueline met with Mrs. Bishop at the Bishops' House to discuss a potential dog sitting job.

18. With Mrs. Bishop present, Jacqueline met Lucy and Bender, a Pit-Bull/Boxer mix-breed (collectively, the "***Dogs***") without incident. Other than an ominous sign hanging on her front door, Mrs. Bishop failed to provide Jacqueline with any warnings concerning the Dogs' dangerous propensities, despite having some knowledge of Lucy's prior fight with another dog.



However, Mrs. Bishop did note that the family kennels the Dogs when they are not home.

19. On December 23, 2021, Jacqueline went to the Bishops' House alone to care for the Dogs for the first time. Prior to her arrival, Mrs. Bishop texted and informed Jacqueline that—inconsistent with the Bishops' normal practice—they left the Dogs outside their kennels.

20. When Jacqueline opened the front door, the Dogs immediately attacked her, pushing the door open and knocking Jacqueline to the ground. In a bloodthirsty frenzy, the Dogs violently and brutally attacked Jacqueline's face, tearing off her ears, nose, lips, and most of her face below her eyes, narrowly missing her carotid artery. During this prolonged attack, the Dogs tore all of Jacqueline's clothes off, including her blue jeans, and left puncture wounds over the entirety of her body.

21. After a neighbor made an emergency call, municipal employees arrived and removed Jacqueline from the Bishops' House and transported her to a Level 1 trauma center.

22. Upon information and belief, at all relevant times, the Bishops had direct control over the Dogs either (i) as the owners of the Dogs or (ii) as the custodians of the Dogs. At the time of this mauling, the Bishops had direct control over whether the Dogs were kenneled.

23. Upon information and belief, the Bishops allowed the Dogs to remain on or at their property after gaining knowledge that the Dogs had dangerous propensities. Upon information and belief, the Bishops knew or had reason to know that the Dogs had dangerous propensities because of the Dogs' prior actions, including Lucy's prior fight with another dog.



**Ashley Aten Bishop**

**Joanie Chaney** most likely it was caused by some sort of bite that got infected.

Like Reply 1y

Upon information and belief, the Bishops knew that the Dogs had shown aggressive tendencies to any person arriving at the front door, as evidenced by the "Crazy Dogs" sign hanging on the Bishops' front door, which stated "Please Don't Knock or Ring Doorbell. Call or Text Instead" because of the Dogs' prior behavior.

24. At the time of the incident, the Bishops caused to occur and exist on their premises an unreasonably dangerous condition that posed an unreasonable risk of harm, that being, unsecured dangerous dogs. This unreasonably dangerous condition was created, maintained, and/or allowed to exist on the premises by the Bishops who proximately caused the Plaintiff's damages by their failure to properly ensure the safety of invitees while on their premises. At all relevant times, Plaintiff was an invitee of the Bishop Defendants.

25. The Bishops knew or should have known of the existence of this unreasonably dangerous condition. This unreasonably dangerous condition on the premises was created by the Bishops prior to the time of the incident without warning to Plaintiff and others of the substantial risk of harm and related dangers such conditions posed.

26. Jacqueline sustained severe and catastrophic personal injuries because of all of the foregoing.

## VI.

### **CAUSES OF ACTION**

#### **Claim No. 1: Premises Liability (The Bishop Defendants)**

27. Plaintiff incorporates all prior and subsequent paragraphs as if fully restated and re-alleged herein.

28. The Bishop Defendants created and maintained an unreasonably dangerous condition on their premises by—among other negligent acts and/or omissions and without limitation—(i) maintaining, possessing, and exercising control over the Dogs, (ii) failing to warn Plaintiff of the Dogs’ dangerous propensities, and (iii) leaving the two Dogs unsecured outside of their kennels. Such condition was a proximate cause of the incident.

#### **Claim No. 2: Negligence (Against the Bishop Defendants)**

29. Plaintiff incorporates all prior and subsequent paragraphs as if fully restated and re-alleged herein.

30. The Bishop Defendants were each negligent and failed to act as a person of ordinary prudence would under the same or similar circumstances. Upon information and belief, the Bishop Defendants’ negligence includes, without limitation, failure to use ordinary care and prudence. The Bishop Defendants were negligent in the following ways—among others:

- Maintaining and possessing the Dogs;
- Maintaining and possessing dangerous dogs;
- Failing to warn Plaintiff of the Dogs’ dangerous propensities;
- Failing to control the Dogs;
- Failing to secure or restrain the Dogs;



- Failing to kennel the Dogs while unattended;
- Failing to conduct sufficient due diligence on their foster animals;
- Failing to train the Dogs;
- Owning, keeping, or harboring more than four animals over six months of age; and
- Failing to provide a safe environment for their invitees.

31. Each of the foregoing acts and/or omissions, singularly or in combination with others, constituted negligence, which proximately caused the above-referenced occurrence and Plaintiff's injuries and damages.

**Claim No. 3: Negligence (Against NVA, I-20 Animal Hospital, and Big Dog Haven)**

32. Plaintiff incorporates all prior and subsequent paragraphs as if fully restated and re-alleged herein.

33. Big Dog Haven and the NVA Defendants were each negligent and failed to act as a person of ordinary prudence would under the same or similar circumstances. Upon information and belief, Big Dog Haven and the NVA Defendants' negligence includes, without limitation, failure to use ordinary care and prudence. Defendants were each negligent in the following ways—among others:

- Failing to assess Lucy for aggression thresholds;
- Failing to classify Lucy's aggression thresholds;
- Failing to conduct any behavioral or sociability assessment of Lucy;
- Failing to assess and document Lucy's temperament;
- Failing to evaluate and document Lucy's prior adoption and rescue history;
- Failing to determine whether Lucy was suitable for adoption or fostering;
- Failing to warn of Lucy's dangerous propensities;

- Failing to screen for and categorize prospective adopters or foster parents in light of Lucy's aggression, behavior, and sociability;
- Failing to conduct sufficient due diligence regarding dogs received from animal services; and
- Failing to euthanize a dangerous dog.

34. Each of the foregoing acts and/or omissions, singularly or in combination with others, constituted negligence, which proximately caused the above-referenced occurrence and Plaintiff's injuries and damages.

**Claim No. 4: Negligence Per Se (Against the Bishop Defendants)**

35. Plaintiff incorporates all prior and subsequent paragraphs as if fully restated and re-alleged herein.

36. Upon information and belief, Defendants were negligent *per se* in violating certain applicable sections of the Code of Ordinances of City of Coppell, Texas. Upon information and belief, Defendants violated—without limitation—the following regulations:

- § 9-1-5 – Registration; License; and
- § 9-1-18 – Dangerous Dogs.

37. Each of the foregoing acts or omissions, singularly or in combination with others, constituted negligence, which proximately caused the above-referenced occurrence and Plaintiff's injuries and damages.

**Claim No. 5: Joint Enterprise (Against NVA, I-20 Animal Hospital, and Big Dog Haven)**

38. Plaintiff incorporates all prior and subsequent paragraphs as if fully restated and re-alleged herein.

39. Defendants Big Dog Haven, NVA, and I-20 Animal Hospital are jointly liable herein for the negligence alleged above, pursuant to the doctrine of joint enterprise, because (i) an express or implied agreement existed between Big Dog Haven, NVA, and I-20 Animal Hospital; (ii) Big Dog Haven, NVA, and I-20 Animal Hospital had a common purpose to carry out together; (iii) Big Dog Haven, NVA, and I-20 Animal Hospital had a community of pecuniary interest in that common purpose; and (iv) Big Dog Haven, NVA, and I-20 Animal Hospital had an equal right to a voice in the direction of the enterprise, arising to an equal right of control.

## **VII.**

### **DAMAGES, COSTS, AND INTEREST**

40. As a direct proximate result of the negligent acts and/or omissions described above, Plaintiff has suffered serious, catastrophic, and permanent injuries and damages for which she seeks recovery from all Defendants.

41. As applicable, Plaintiff seeks damages in amounts the jury deems to be fair and reasonable consisting of the following:

- Physical pain sustained in the past;
- Physical pain that, in reasonable probability, Plaintiff will sustain in the future;
- Mental anguish sustained in the past;
- Mental anguish that, in reasonable probability, Plaintiff will sustain in the future;
- Loss of earning capacity sustained in the past;
- Loss of earning capacity that, in reasonable probability, Plaintiff will sustain in the future;
- Disfigurement sustained in the past;
- Disfigurement that, in reasonable probability, Plaintiff will sustain in the future;

- Physical impairment sustained in the past;
- Physical impairment that, in reasonable probability, Plaintiff will sustain in the future;
- Medical care expenses incurred in the past;
- Medical care expenses that, in reasonable probability, Plaintiff will incur in the future; and/or
- Any other actual or compensatory damages allowable by law.

42. Plaintiff also seeks recovery for all costs of court and prejudgment and post-judgment interest at the maximum rates allowed by law.

### VIII.

#### **RULE 47 STATEMENT OF MONETARY RELIEF SOUGHT**

43. Plaintiff simply requests that the jury award damages in amounts that it believes to be fair and reasonable. Accordingly, to preserve Plaintiff's eligibility to recover an amount *more than* \$1,000,000 and **only** because it is expressly required by Texas Rule of Civil Procedure 47, Plaintiff affirmatively pleads that she is seeking monetary relief in an amount (i) that the jury determines to be fair and reasonable and (ii) that is *more than* \$1,000,000.

### IX.

#### **PRAYER**

WHEREFORE, Plaintiff requests that this Court enter judgment against Defendants and award Plaintiff the following relief:

- (i) A sum of money—as determined by a jury to be fair and reasonable—within the jurisdictional limits of this Court for the damages indicated above;
- (ii) Pre-judgment and post-judgment interest at the maximum amount allowed by law;

- (iii) Costs of suit; and
- (iv) Such other and further relief to which Plaintiff may be justly entitled.

Filed March 15, 2022

RESPECTFULLY SUBMITTED:

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ATTORNEYS FOR PLAINTIFF

JACQUELINE CLAIRE DURAND

#### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that he served a true and correct copy of the foregoing instrument upon all counsel of record as prescribed by the Texas Rules of Civil Procedures and this Court's local rules on this the 15th day of March, 2022.

/s/Chip Brooker

Chip Brooker

### Automated Certificate of eService

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Chip Brooker on behalf of Chip Brooker  
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Status as of 3/16/2022 8:22 AM CST

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