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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO – CENTRAL DIVISION**

MARTHA TORKINGTON, an individual; and
RIVER VALLEY RANCH, LLC, a California
limited liability company;

Plaintiffs,

vs.

MARK ARBALLO, an individual dba Arballo
Reining Horses; PATRICE HOHL, an
individual dba Arballo Reining Horses; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: **37-2014-00032892-CU-PO-CTL**

COMPLAINT FOR DAMAGES:

- 1) *Negligence;*
- 2) *Negligence Per Se;*
- 3) *Trespass to Chattels;*
- 4) *Conversion; and*
- 5) *Intentional Infliction of Emotional Distress.*

(IMAGED FILE)

Unlimited Civil Action

Plaintiffs Martha Torkington (“Torkington”) and River Valley Ranch, LLC (“River Valley Ranch”) (collectively, “Plaintiffs”) hereby allege as follows:

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PARTIES

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2 1. Torkington is and, at all times relevant herein, was an individual residing in the State of
3 California, County of San Diego.

4 2. River Valley Ranch is a California limited liability company that, at all times relevant
5 herein, conducted business in the State of California, County of San Diego. Torkington is a managing
6 member River Valley Ranch.

7 3. Defendant Mark Arballo ("Arballo") is an individual and was, at all relevant times
8 herein, residing in the State of California, County of San Diego. Plaintiffs are informed and believe and
9 allege thereon that, after the happenings discussed below, Arballo moved away from San Diego County
10 and now resides in the State of North Carolina, County of Nash.

11 4. Defendant Patrice Hohl ("Hohl") was, at all relevant times herein, an individual residing
12 in the State of California, County of San Diego. Plaintiffs are informed and believe and allege thereon
13 that, after the happenings discussed below, Hohl left San Diego County and now resides in the State of
14 North Carolina, County of Nash. Plaintiffs are further informed and believe that defendants Hohl and
15 Arballo are romantically involved.

16 5. Plaintiffs are informed and believe and thereon allege that Arballo Reining Horses is a
17 foreign business entity, an unregistered fictitious business name, or a general partnership used by
18 Arballo and Hohl to operate their joint horse training business.

19 6. Plaintiffs are ignorant of the true names and capacities of the Defendants sued herein as
20 Does 1 to 100, inclusive, and therefore sue these Defendants by such fictitious names. Plaintiffs will
21 amend this complaint to allege their true names and capacities when ascertained. Plaintiffs allege that
22 fictitiously named DOES 1 to 100 authorized, participated in, consented to, and otherwise ratified
23 Defendants' (including each others') actions and inactions herein alleged.

24 7. Defendants were agents, servants, representatives, partners, joint venturers, affiliates,
25 parents, subsidiaries, and/or employees of each other in the acts and/or omissions herein alleged.
26 Defendants were acting within the course and scope of their authority as such agents, servants,
27 representatives, partners, joint venturers, alter-egos, affiliates, parents, subsidiaries, and/or employees

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1 with permission and consent of each other. Particularly, Hohl and Arballo were acting on behalf of
2 themselves, each other, and the named entity defendants at all times relevant to this complaint.

3 8. At all times mentioned herein, each of the Defendants acted as alter ego of the remaining
4 defendants and acted within the course and scope of such alter ego relationship, with the permission,
5 consent, and ratification of the other defendants. Recognition of the privilege of separate corporate
6 existences would promote injustice because Defendants have commingled their assets with one another,
7 diverted assets to and from one another, and created such a unity of ownership that separate identities
8 among Defendants have ceased. The corporate entities are controlled by the individual defendants and
9 are mere alter egos instrumentalities of those individuals.

10 **JURISDICTION AND VENUE**

11 9. This court has jurisdiction over the Defendants since their actions giving rise to the
12 claims below occurred in the State of California, County of San Diego. Venue is proper because the
13 actions giving rise to the claims herein transpired within ZIP code 92154.

14 **COMMON FACTUAL ALLEGATIONS**

15 10. River Valley Ranch operates a ranch in San Diego County that provides a variety of
16 equestrian services. As part of its ranching business, River Valley Ranch contracts with several horse
17 trainers who are permitted to use and enjoy River Valley Ranch's premises to conduct their training
18 businesses.

19 11. Around February 2011, River Valley Ranch entered into an agreement with Defendants
20 allowing Defendants to operate their business, Arballo Reining Horses, on River Valley Ranch's
21 premises. The agreement is memorialized in several emails. In addition, Defendants were given the
22 right use and enjoy a residence on the ranch. Instead of paying monthly rent, Defendants agreed to train
23 Plaintiffs' horses that were stabled at the ranch, including Torkington's prize horse, Bella Gunnabe
24 Gifted (hereafter "Bella").

25 12. Bella came from a highly sought after bloodline. Bella's sire was Colonel's Smoking
26 Gun, who was a \$5 Million sire and was known worldwide simply as "Gunner." Gunner is an inductee
27 into the National Reining Horse Association Hall of Fame. When she purchased Bella as a foal,
28 Torkington expected to generate substantial income from Bella because of her pedigree by breeding

1 Bella and selling her eggs. In about July 2013, Gunner died prematurely leaving Bella as one of a few
2 horses with Gunner's bloodline, which further increased Bella's value and the value of her offspring and
3 eggs. Like her sire Gunner, Bella became very successful in horse reining competitions.

4 13. In about April 2013, Torkington heard rumors from other competitors that Defendants
5 were using abusive training techniques on the horses they trained at River Valley Ranch. Upon hearing
6 these rumors, Torkington personally inspected and photographed each horse at River Valley Ranch for
7 any injuries or signs of abuse. Torkington found no signs of abuse.

8 14. In July 2013, while Plaintiffs were competing in a reining competition in El Cajon,
9 California, San Diego County, Department of Animal Services ("Animal Services") Control Officer,
10 Tiffany Mushet, served Defendants with notice of a complaint that had been anonymously filed with
11 Animal Services alleging Defendants had abused horses they trained at River Valley Ranch. Animal
12 Control Officer Mushet inspected the horses at the competition and found no signs of abuse. Two days
13 later, Plaintiffs hired an independent veterinarian to inspect all of the horses at River Valley Ranch for
14 any signs of abuse to investigate the anonymous complaint. The results were negative.

15 15. Around this same time, Torkington met with Arballo and he denied that he or Hohl had
16 abused any horses at River Valley Ranch. Torkington advised Arballo that she may have to terminate
17 Defendants' contract at River Valley Ranch because, whether the negative attention was warranted or
18 not, it was hurting River Valley Ranch's business. From this point on, Defendants' attitudes toward
19 Torkington became very hostile and resentful.

20 16. The animosity grew even more in August 2013 when Defendants' dog bit Bella and
21 caused several open gashes on Bella's nose. After a heated conversation, Torkington told Defendants to
22 never let their dog near any of Plaintiffs' horses again.

23 17. In early September 2013, Torkington discovered a bump on Bella's head after a training
24 session with Defendants. When confronted, Defendants denied having any knowledge of how the bump
25 occurred. After Torkington continued to press the issue, Defendants finally admitted that they had Bella
26 "bitted up" in the round pen when she struck her head. "Bitting up" a horse is a controversial and
27 potentially dangerous technique that involves putting a bit in the horse's mouth and tying the reins to the
28 horse's saddle in such a manner that the horse's neck is permanently bent back towards its rear.

1 18. Torkington was furious when she learned that Defendants had used the technique on
2 Bella because Torkington had previously told Defendants she was not comfortable with the
3 controversial technique being use on any horses at the ranch, including Plaintiffs' horses. Torkington
4 was also furious because Defendants had initially tried to cover up Bella's injury, and because she had
5 learned that Defendants had allowed their dog to be unleashed around Bella after it had already bit
6 Bella's nose. Torkington told Defendants that they were never to touch any of her horses again unless
7 she was present. Torkington then set up scheduled times for training sessions with Bella when she knew
8 she would be available to supervise Defendants. This confrontation increased Defendants' animosity
9 toward Plaintiffs.

10 19. After the incident in early September 2013, Plaintiffs began taking the steps necessary to
11 terminate Defendants' contracts and remove Defendants from the residence on the property.

12 20. On September 21, 2013, before Plaintiffs had the chance to effectively terminate
13 Defendants' contract and evict them from the residence on the ranch property, Torkington left the ranch
14 property for a short period of time to attend to business matters. While Torkington was gone,
15 Defendants removed Bella from her stable without Torkington's knowledge or consent. Defendants
16 then bitted up Bella with a shank bit¹ and inexplicably left Bella unsupervised inside a round pen in this
17 contorted position.

18 21. Shortly thereafter, Bella was found lying on the ground with her reins still tied to her
19 saddle, barely conscious, nose severely maimed, and blood coming out of her ear. Witnesses said that
20 they found Arballo whipping Bella while she lay immobile on the ground when they arrived at the
21 scene. Another witness called Torkington on her cell phone and relayed the news, which caused
22 Torkington to drop what she was doing rush back to the ranch. Another trainer at the ranch called a
23 veterinarian to come to Bella's aid. The efforts to revive Bella were unsuccessful and the veterinarian
24 was forced to euthanize Bella to prevent any further suffering.

25 22. News of Bella's death was aired on the local news and detailed in several equestrian
26 publications and quickly spread throughout the horse community in Southern California, and across the

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28 ¹ A shank bit is a type of bit that uses leverage to increase the pressure of the bit in a horse's mouth. When using a shank bit, one pound of pressure on the reins may exert substantially more pounds of pressure on the bit in the horse's mouth.

1 United States. As a direct result of Defendants' actions, almost every one of the tenants removed his or
2 her horse from River Valley Ranch and stopped paying monthly dues. This completely decimated River
3 Valley Ranch's business, which is now close to bankruptcy despite its best efforts to stay afloat.

4 23. On September 8, 2014, San Diego's District Attorney filed felony animal abuse charges
5 against Arballo under California Penal Code section 597 for his actions that led to Bella's death. See,
6 San Diego Superior Court Case No. CS274467.

7 **FIRST CAUSE OF ACTION**

8 **Negligence (Including Gross Negligence, Recklessness, and Willful Misconduct)**

9 **(Plaintiffs Against Defendants and Does 1 - 100)**

10 24. Plaintiffs hereby incorporate the allegations set forth above in paragraphs 1 through 23 as
11 though they are fully set forth herein.

12 25. Defendants owed Plaintiffs a duty to act as reasonable trainers would under the
13 circumstances when handling Bella. As independent contractors working on behalf of River Valley
14 Ranch, Defendants also owed a general duty to use reasonable care to prevent damage to persons whom
15 Defendants may reasonably expect to be affected by their work.

16 26. The actions relating to Defendants' abusive training practices while operating at River
17 Valley Ranch and Defendants' actions that ultimately killed Bella were negligent, grossly negligent,
18 reckless and/or intentional, and amount to breaches of the duties that Defendants owed to Plaintiffs.

19 27. As a direct and proximate result of Defendants' negligence, gross negligence,
20 recklessness and/or intentional misconduct, Torkington has suffered serious injury, including, but not
21 limited to, general damages, special damages, loss of profits, attorney's fees, and severe emotional
22 distress.

23 28. As a direct and proximate result of Defendants' negligence, gross negligence,
24 recklessness and/or intentional misconduct, River Valley Ranch suffered serious injuries, including, but
25 not limited to, general damages, special damages, loss of profits, and attorney's fees.

26 29. Defendants' actions were grossly negligent, reckless and/or intentional, were done
27 without regard for humanity, and caused wrongful harm to an animal. Plaintiffs are therefore entitled to
28 an award of exemplary damages against Defendants pursuant to California Civil Code section 3340.

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SECOND CAUSE OF ACTION

Negligence Per Se

(Plaintiffs Against Defendants and Does 1 - 100)

30. Plaintiffs hereby incorporate the allegations set forth above in paragraphs 1 through 29 as though they are fully set forth herein.

31. California Penal Code section 597 provides that “every person who maliciously and intentionally maims, mutilates, tortures, or wounds a living animal, or maliciously and intentionally kills an animal, is guilty of a crime punishable pursuant to subdivision (d).”

32. Bella’s injury and death in this case was an occurrence the nature of which California Penal Code section 597 was designed to prevent and Plaintiffs and Bella are within the class of persons whom such statutes and regulations are intended to protect.

33. As a direct and proximate result of Defendants’ violation of California Penal Code section 597, Torkington has suffered serious injury, including, but not limited to, general damages, special damages, loss of profits, attorney’s fees, and severe emotional distress.

34. As a direct and proximate result of Defendants’ violation of California Penal Code Section 597, River Valley Ranch suffered serious injuries, including, but not limited to, general damages, special damages, loss of profits, and attorney’s fees.

35. Defendants’ actions were grossly negligent, reckless and/or intentional, were done without regard for humanity, and caused wrongful harm to an animal. Plaintiffs are therefore entitled to an award of exemplary damages against Defendants pursuant to California Civil Code section 3340.

THIRD CAUSE OF ACTION

Trespass to Chattels

(Torkington Against Defendants and Does 1 - 100)

36. Plaintiffs hereby incorporate the allegations set forth above in paragraphs 1 through 35 as though they are fully set forth herein.

37. At all relevant times mentioned herein, Torkington owned Bella.

38. Defendants intentionally interfered with Torkington’s use and possession of, and caused damage to, Bella.

1 39. Torkington did not consent to Defendants' interference or damage to Bella.

2 40. Defendants' actions were a substantial factor in causing harm to Torkington, including
3 general damages, special damages, loss of profits, and severe emotional distress.

4 41. Defendants' actions were grossly negligent, reckless, and/or intentional, were done
5 without regard for humanity, and caused wrongful harm to an animal. Plaintiffs are therefore entitled to
6 an award of exemplary damages against Defendants pursuant to California Civil Code section 3340.

7 **FOURTH CAUSE OF ACTION**

8 *Conversion*

9 **(Torkington Against Defendants and Does 1 - 100)**

10 42. Plaintiffs hereby incorporate the allegations set forth above in paragraphs 1 through 41 as
11 though they are fully set forth herein.

12 43. At all relevant times mentioned herein, Torkington owned Bella.

13 44. Defendants intentionally and substantially interfered with Torkington's property by
14 taking possession of and killing Bella.

15 45. Torkington did not consent to Defendants' actions.

16 46. As a result of Defendants' actions, Torkington has suffered harm.

17 47. Defendants' conduct was a substantial factor in causing Torkington's harm.

18 48. Defendants' actions were grossly negligent and/or intentional, were done without regard
19 for humanity, and caused wrongful harm to an animal. Plaintiffs are therefore entitled to an award of
20 exemplary damages against Defendants pursuant to California Civil Code section 3340.

21 **FIFTH CAUSE OF ACTION**

22 *Intentional Infliction of Emotional Distress*

23 **(Torkington Against Defendants and Does 1 - 100)**

24 49. Plaintiffs hereby incorporate the allegations set forth above in paragraphs 1 through 48 as
25 though they are fully set forth herein.

26 50. Due to the rising contentiousness between themselves and Torkington, and because of
27 Torkington's threats of terminating Defendants' contract, Defendants intended to cause harm to
28 Torkington's horse by biting up Bella and leaving her alone in a round pen. Defendants knew that

1 doing such would cause Bella to suffer serious injury or death, as Bella had previously hit her head
2 during a fall the last time Defendants had place Bella in this restrained position.

3 51. Defendants took these actions with the intention of causing Torkington to suffer severe
4 emotional distress or with reckless disregard of the probability that Torkington would suffer emotional
5 distress. Defendants were also aware that Torkington had recently suffered a traumatic brain injury that
6 caused Torkington to be more susceptible to emotional harm.

7 52. Torkington suffered severe emotional distress and had to seek counseling to cope with
8 the loss of Bella.

9 53. Defendants' actions were a substantial factor in causing Plaintiffs' severe emotional
10 distress.

11 54. Defendants' actions were grossly negligent, reckless and/or intentional, were done
12 without regard for humanity, and caused wrongful harm to an animal. Plaintiffs are therefore entitled to
13 an award of exemplary damages against Defendants pursuant to California Civil Code section 3340.

14 **PRAYER FOR DAMAGES**

15 Wherefore, Plaintiffs respectfully pray for judgment against Defendants containing the following
16 relief:

- 17 1. General damages in an amount that exceeds \$25,000,
18 2. Special damages in an amount that exceeds \$25,000, including, but not limited to, lost
19 profits, veterinary expenses, and damage to personal property having unique value pursuant to
20 California Civil Code section 3355;
21 3. Attorney's fees pursuant to California Civil Code section 1021 et seq.;;
22 4. Exemplary damages pursuant to Civil Code sections 3294 and 3340; and
23 5. All relief that this Court deems necessary and proper.

24 RESPECTFULLY SUBMITTED:

HOLM LAW GROUP, PC

25
26 Dated: September 25, 2014

By:



Brian M. Holm, Esq.
Natalie B. Holm, Esq.
Attorneys for Plaintiffs