

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

CATHERINE JUAREZ,

Plaintiff,

No. 1:19-cv-521-JFR-SCY

**THE BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO and
UNIVERSITY OF NEW MEXICO HEALTH SCIENCES CENTER, and UNIVERSITY
OF NEW MEXICO MEDICAL GROUP, INC. and MAXINE DORIN, M.D. and BETSY
TAYLOR, M.D., and MEGHAN BEDDOW, M.D. and JOHN AND JANE DOES 1-20**

Defendants.

JURY DEMANDED

**DEFENDANTS' THE REGENTS OF THE UNIVERSITY OF NEW MEXICO AND
THE UNM MEDICAL GROUP, INC. ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT FOR BREACH OF CONTRACT, FRAUD, PERSONAL
INJURIES FROM MEDICAL NEGLIGENCE, INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS, NEGLIGENT MISREPRESENTATIONS, RES IPSA
LOQUITUR, AND VIOLATIONS OF THE NEW MEXICO UNFAIR PRACTICES
ACT AND VIOLATIONS OF 42 U.S.C. § 1983**

COMES NOW Defendants, Regents of the University of New Mexico, for its public operation known as the Health Sciences Center, and the UNM Medical Group, Inc. (hereinafter "Defendant"), by and through its attorneys of record, Riley, Shane & Keller, P.A. (Mark J. Riley and D. Chet Alderete), to answer the allegations contained in Plaintiff's First Amended Complaint for Breach of Contract, Fraud, Personal Injuries from Medical Negligence, Intentional Infliction of Emotional Distress, Negligent Misrepresentations, RES IPSA Loquitur, and Violations of the New Mexico Unfair Practices Act and Violations of 42 U.S.C. § 1983 ("Plaintiff's Amended Complaint"), as follows:

FIRST DEFENSE

Defendant responds to the individual allegations of Plaintiff's Amended Complaint as follows:

Parties, Jurisdiction and Venue

1. With respect to Paragraph 1 of Plaintiff's Amended Complaint, Defendant admits "The subject matter of this lawsuit is medical care and operative services provided to Plaintiff Catherine Juarez (hereinafter Catherine) by Defendants" but denies the remaining allegations in that Paragraph.
2. Defendant admits the allegations contained in Paragraph 2 of Plaintiff's Amended Complaint.
3. With respect to Paragraph 3 of Plaintiff's Amended Complaint, Defendant admits that the Regents of the University of New Mexico is the proper entity to sue and be sued on behalf of the University of New Mexico, pursuant to NMSA 1978, § 21-7-4. It is further admitted that pursuant to Section 13d Article XII of the New Mexico Constitution, the legislature has provided for the management of the University of New Mexico by a Board of Regents. It is further admitted that the Regents of the University of New Mexico acted for its public operation known as the Health Sciences Center, specifically for the University of New Mexico Hospital. It is admitted that the principal offices of the Regents is located in the City of Albuquerque, County of Bernalillo, State of New Mexico. The remaining allegations contained in Paragraph 3 are denied.

4. With respect to Paragraph 4 of Plaintiff's Amended Complaint, Defendant admits that UNM Medical Group, Inc. is a New Mexico non-profit and University Research Park and Economic Development Act Corporation but denies the remaining allegations in that Paragraph.
5. Defendant admits the allegations contained in Paragraph 5 of Plaintiff's Amended Complaint.
6. Defendant admits the allegations contained in Paragraph 6 of Plaintiff's Amended Complaint.
7. Defendant admits the allegations contained in Paragraph 7 of Plaintiff's Amended Complaint that Defendant's Dorin, Taylor and Beddow were employees of the University of New Mexico Medical School acting within the scope of their duties and Defendants admit they were practicing within Bernalillo County.
8. Defendant denies the allegations contained in Paragraph 8 of Plaintiff's Amended Complaint.
9. Defendant admits the allegations contained in Paragraph 9 of Plaintiff's Amended Complaint.
10. Defendant admits the allegations contained in Paragraph 10 of Plaintiff's Amended Complaint.
11. Defendant admits the allegations contained in Paragraph 11 of Plaintiff's Amended Complaint.

Facts Common to All Counts

12. Defendant submits the allegations contained in Paragraph 12 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

13. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
14. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
15. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
16. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
17. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
18. Defendant denies the allegations contained in Paragraph 18 of Plaintiff's Amended Complaint.
19. With respect to Paragraph 19 of Plaintiff's Amended Complaint, Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegation "Catherine accepted a course of additional hormones before the surgery to prevent surgical menopause; and this course of additional hormones, in the absence of the oophorectomy, caused Catherine to become depressed and anxious, to suffer from random and uncontrollable bouts of crying, and other types of

emotional regulation issues that she did not have prior to Dorin's breach of contract, medical negligence, and other torts" but denies the remaining allegations in that Paragraph.

20. Defendant admits the following allegations in Paragraph 20 of Plaintiff's Amended Complaint: "Catherine met with Dorin beginning on May 31, 2018 for several visits and Catherine repeatedly expressed her desire for a hysterectomy", "Dorin, would perform the procedure" and "that this procedure would be performed on Catherine". Defendant denies the following allegation in Paragraph 20 of Plaintiffs' Amended Complaint: "Dorin fully understood, and confirmed with Catherine, that removal of the ovaries would not only be part of the surgery but was the primary purpose for the surgery." Defendant lacks sufficient information or knowledge to form a belief as to the truth of the following allegations in Paragraph 20 of Plaintiffs' Amended Complaint and therefore denies the same and demands strict proof thereof: "...with removal of both ovaries at the time of the surgery. Dorin agreed with this plan and represented to Catherine that she,...", "...unless she was unable to do so...", "There is no evidence that Dorin was unable to perform the agreed upon surgical procedure." and "This plan and contract between Dorin and Catherine was agreed upon and confirmed in writing, being then signed and executed by both Dorin and Catherine."

21. With respect to Paragraph 21 of Plaintiff's Amended Complaint, Defendant admits the oophorectomy was not performed, but denies the remaining allegations in that paragraph.

22. With respect to Paragraph 22 of Plaintiff's Amended Complaint, Defendant denies "Catherine and Dorin and the other Defendants originally scheduled the surgery for September 29, 2018." Defendant lacks sufficient information or knowledge to form a belief as to the truth of the following allegations contained in Paragraph 22 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof: "In reliance upon that, Catherine prepared all of her FMLA paperwork and arranged for family members to take off of work on that date and for time following that date, all of which was a substantial effort by Catherine."
23. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
24. With respect to Paragraph 24 of Plaintiff's Amended Complaint, Defendant admits "agreement to have her surgery performed by Dorin on September 21, 2018", but denies the remaining allegations in that Paragraph.
25. With respect to Paragraph 25 of Plaintiff's Amended Complaint, Defendant admits a "Consent for Surgery" was signed which the document speaks for itself but denies the remaining allegations in that Paragraph.
26. With respect to Paragraph 26 of Plaintiff's Amended Complaint, Defendant admits a "Consent for Surgery" was signed which the document speaks for itself but denies the remaining allegations in that Paragraph.

27. With respect to Paragraph 27 of Plaintiff's Amended Complaint, Defendant admits "Consent for Surgery" was signed which the documents speaks for itself, but denies the remaining allegations in that Paragraph.
28. With respect to Paragraph 28 of Plaintiff's Amended Complaint, Defendant admits "On September 21, 2018, Catherine presented herself to UNMH for surgery", but denies the remaining allegations in that Paragraph.
29. With respect to Paragraph 29 of Plaintiff's Amended Complaint, Defendant admits "Anesthesia Pre-Op Note" was entered which speaks for itself, but denies the remaining allegations in that Paragraph.
30. With respect to Paragraph 30 of Plaintiff's Amended Complaint, Defendant admits on September 21, 2018 Defendant Dorin, Taylor and Beddow participated in a hysterectomy procedure. An oophorectomy was not performed as alleged. Defendant denies the remaining allegations in that Paragraph.
31. Defendant denies the allegations contained in Paragraph 31 of Plaintiff's Amended Complaint.
32. With respect to Paragraph 32 of Plaintiff's Amended Complaint, Defendant admits on September 21, 2018 Defendant Dorin, Taylor and Beddow attended or participated in a hysterectomy procedure. An oophorectomy was not performed as alleged. Defendant denies the remaining allegations in that Paragraph.
33. With respect to Paragraph 33 of Plaintiff's Amended Complaint, Defendant denies "This is supported by the subsequent actions", admits "Dorin when she came into Catherine's room after the operation, apologized, and stated that "we forgot to take out your ovaries" but denies "This statement created yet another

false and fraudulent representation by implying that Dorin had actually attended Catherine's surgery.”

34. Defendant denies the allegations contained in Paragraph 34 of Plaintiff's Amended Complaint.

35. With respect to Paragraph 35 of Plaintiff's Amended Complaint, Defendant admits an “Anesthesia Report” was filed which speaks for itself, but denies the remaining allegations in that Paragraph.

36. Defendant denies the allegations contained in Paragraph 36 of Plaintiff's Amended Complaint.

37. With respect to Paragraph 37 of Plaintiff's Amended Complaint, Defendant admits that the pathology report confirms that her ovaries were not submitted to pathology but denies the remaining allegations in that Paragraph.

38. Defendant denies the allegations contained in Paragraph 38 of Plaintiff's Amended Complaint.

39. With respect to Paragraph 39 of Plaintiff's Amended Complaint, Defendant admits Plaintiff can elect to have an oophorectomy at any time. Defendant further admits that if Plaintiff is alleging damages due to non-performance of the oophorectomy, she has a duty to schedule it as soon as practical to mitigate her damages. Defendant denies all the remaining allegations in Paragraph 39.

40. Defendant denies the allegations contained in Paragraph 40 of Plaintiff's Amended Complaint.

Count 1
Breach of Contract by Dorin and Taylor

41. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 41 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
42. With respect to Paragraph 42 of Plaintiff's Amended Complaint, Defendant admits treatment of Plaintiff but denies the remaining allegations in that Paragraph.
43. Defendant lacks sufficient information or knowledge to form a belief as to the truth of the allegations contained in Paragraph 43 of Plaintiff's Amended Complaint and therefore denies the same and demands strict proof thereof.
44. With respect to Paragraph 44 of Plaintiff's Amended Complaint, Defendant admits the oophorectomy was not performed on September 21, 2018, but denies the remaining allegations in that Paragraph.
45. Defendant denies the allegations contained in Paragraph 45 of Plaintiff's Amended Complaint.
46. Defendant denies the allegations contained in Paragraph 46 of Plaintiff's Amended Complaint.
47. Defendant denies the allegations contained in Paragraph 47 of Plaintiff's Amended Complaint.
48. Defendant denies the allegations contained in Paragraph 48 of Plaintiff's Amended Complaint.

Count 2
Fraud and Fraudulent Misrepresentation

49. Defendant denies the allegations contained in Paragraph 49 of Plaintiff's Amended Complaint.

50. Defendant denies the allegations contained in Paragraph 50 of Plaintiff's Amended Complaint.

51. Defendant denies the allegations contained in Paragraph 51 of Plaintiff's Amended Complaint.

52. Defendant denies the allegations contained in Paragraph 52 of Plaintiff's Amended Complaint.

53. Defendant denies the allegations contained in Paragraph 53 of Plaintiff's Amended Complaint.

54. Defendant denies the allegations contained in Paragraph 54 of Plaintiff's Amended Complaint.

Count 3
Fraudulent Inducement by Dorin

55. Defendant denies the allegations contained in Paragraph 55 of Plaintiff's Amended Complaint.

56. Defendant denies the allegations contained in Paragraph 56 of Plaintiff's Amended Complaint.

Count 4
Breach of Implied Warranty of Use of Reasonable Skill
by Dorin and Taylor

57. The allegations contained in Paragraph 57 constitute legal conclusions, not allegations of fact, which Defendant is not obligated to admit or deny. To the extent a further answer is required, Defendant denies the same.

58. The allegations contained in Paragraph 58 constitute legal conclusions, not allegations of fact, which Defendant is not obligated to admit or deny. To the extent a further answer is required, Defendant denies the same.

59. With respect to Paragraph 59 of Plaintiff's Amended Complaint, Defendant admits the oophorectomy was not performed, but denies the remaining allegations in that Paragraph.

Count 5
Breach of Duty of Good Faith and Fair Dealing by Dorin

60. Defendant denies the allegations contained in Paragraph 60 of Plaintiff's Amended Complaint.

61. Defendant denies the allegations contained in Paragraph 61 of Plaintiff's Amended Complaint.

62. Defendant denies the allegations contained in Paragraph 62 of Plaintiff's Amended Complaint.

63. Defendant denies the allegations contained in Paragraph 63 of Plaintiff's Amended Complaint.

Count 6
Spoliation of Evidence by Dorin and Taylor

64. Defendant denies the allegations contained in Paragraph 64 of Plaintiff's Amended Complaint.

65. With respect to Paragraph 65 of Plaintiff's Amended Complaint, Defendant admits the note was entered by Dorin, but denies the remaining allegations in that Paragraph.

66. Defendant denies the allegations contained in Paragraph 66 of Plaintiff's Amended Complaint.

67. Defendant denies the allegations contained in Paragraph 67 of Plaintiff's Amended Complaint.

68. Defendant denies the allegations contained in Paragraph 68 of Plaintiff's Amended Complaint.

69. Defendant denies the allegations contained in Paragraph 69 of Plaintiff's Amended Complaint.

70. Defendant denies the allegations contained in Paragraph 70 of Plaintiff's Amended Complaint.

71. Defendant denies the allegations contained in Paragraph 71 of Plaintiff's Amended Complaint.

Count 7
Violations of Catherine's Civil Rights under 42 U.S.C. § 1983
by Taylor and Beddow

72. Defendant submits the allegations contained in Paragraph 72 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

73. As to the allegations in Paragraph 73 of Plaintiff's Amended Complaint, Defendant admits Taylor and Beddow are employees of the University of New Mexico School of Medicine.
74. With respect to Paragraph 74 of Plaintiff's Amended Complaint, Defendant admits Defendants Taylor and Beddow assisted with the surgery in question, but lacks sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in Paragraph 74 and therefore denies the same and demands strict proof thereof.
75. Defendant denies the allegations contained in Paragraph 75 of Plaintiff's Amended Complaint.
76. Defendant denies the allegations contained in Paragraph 76 of Plaintiff's Amended Complaint.
77. Defendant denies the allegations contained in Paragraph 77 of Plaintiff's Amended Complaint.
78. Defendant denies the allegations contained in paragraph 78 of Plaintiff's Amended Complaint.
79. With respect to Paragraph 79 of Plaintiff's Amended Complaint, Defendant admits that at the time of surgery Defendants Taylor and Beddow were employees of the University of New Mexico but denies the remaining allegations in that Paragraph.
80. Defendant denies the allegations contained in Paragraph 80 of Plaintiff's Amended Complaint.

81. Defendant denies the allegations contained in Paragraph 81 of Plaintiff's Amended Complaint.

Count 8
Battery on Catherine by Taylor and Beddow

82. Defendant submits the allegations contained in Paragraph 82 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

83. Defendant denies the allegations contained in Paragraph 83 of Plaintiff's Amended Complaint.

84. Defendant denies the allegations contained in Paragraph 84 of Plaintiff's Amended Complaint.

Count 9
Medical Negligence by Dorin, Taylor, Beddow and All Other Defendants

85. Defendant submits the allegations contained in Paragraph 85 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

86. Defendant denies the allegations contained in Paragraph 86 of Plaintiff's Amended Complaint as to Defendant Beddow but admits as to Defendant Dorin and Taylor.

87. Defendant admits the allegations that the oophorectomy was not performed on September 21, 2018, that the failure to perform the oophorectomy on that date was beneath the medical standard of care, that the failure to perform the oophorectomy was medically negligent and that the Plaintiff's claim should proceed to damages, if any, caused due to said negligence, but otherwise denies the allegations contained in Paragraph 87 of Plaintiff's Amended Complaint.

88. Defendant denies the allegations contained in Paragraph 88 of Plaintiff's Amended Complaint.

Count 10
Gross Negligence by Dorin and Taylor

89. Defendant submits the allegations contained in Paragraph 89 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

90. Defendant denies the allegations contained in Paragraph 90 of Plaintiff's Amended Complaint.

91. Defendant denies the allegations contained in Paragraph 91 of Plaintiff's Amended Complaint.

92. Defendant denies the allegations contained in Paragraph 92 of Plaintiff's Amended Complaint.

Count 11
Intentional Infliction of Emotional Distress

93. Defendant submits the allegations contained in Paragraph 93 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

94. Defendant denies the allegations contained in Paragraph 94 of Plaintiff's Amended Complaint.

95. Defendant denies the allegations contained in Paragraph 95 of Plaintiff's Amended Complaint.

96. Defendant denies the allegations contained in Paragraph 96 of Plaintiff's Amended Complaint.

97. Defendant denies the allegations contained in Paragraph 97 of Plaintiff's Amended Complaint.

Count 12
Negligent Misrepresentation

98. Defendant submits the allegations contained in Paragraph 98 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

99. Defendant denies the allegations contained in Paragraph 99 of Plaintiff's Amended Complaint.

100. Defendant denies the allegations contained in Paragraph 100 of Plaintiff's Amended Complaint.

101. Defendant denies the allegations contained in Paragraph 101 of Plaintiff's Amended Complaint.

Count 13
Violations of the New Mexico Unfair Practices Act

102. Defendant submits the allegations contained in Paragraph 102 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

103. Defendant denies the allegations contained in Paragraph 103 of Plaintiff's Amended Complaint.

104. Defendant denies the allegations contained in Paragraph 104 of Plaintiff's Amended Complaint

105. Defendant denies the allegations contained in Paragraph 105 of Plaintiff's Amended Complaint.

106. Defendant denies the allegations contained in Paragraph 106 of Plaintiff's Amended Complaint.

Count 14
Res Ipsa Loquitur

107. Defendant submits the allegations contained in Paragraph 107 of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

108. With respect to Paragraph 108 of Plaintiff's Amended Complaint, Defendant admits the oophorectomy was not performed on September 21, 2018 but denies the remaining allegations in that Paragraph.

109. With respect to Paragraph 109 of Plaintiff's Amended Complaint, Defendant admits the oophorectomy was not performed on September 21, 2018 but denies the remaining allegations in that Paragraph.

110. With respect to Paragraph 110 of Plaintiff's Amended Complaint, Defendant admits the oophorectomy was not performed on September 21, 2018 but denies the remaining allegations in that Paragraph.

Relief Sought

94. (sic) Defendant submits the allegations contained in Paragraph 94 (sic) of Plaintiff's Amended Complaint are mere surplusage to which no response is necessary.

95. (sic) Defendant denies the allegations contained in Paragraph 95 (sic) of Plaintiff's Amended Complaint.

SECOND DEFENSE

The civil rights claims against Defendant Taylor and Defendant Beddow are barred under the doctrine of Qualified Immunity.

THIRD DEFENSE

The claims against the Defendants are barred under the NMTCA under the doctrine of sovereign immunity granted to the State of New Mexico not otherwise waived under the NMTCA.

FOURTH DEFENSE

The claims in Plaintiff's Complaint are barred or reduced due to Plaintiff's failure to mitigate their damages.

FIFTH DEFENSE

Plaintiff's claims are barred by contract, express warranty and lack of consideration.

SIXTH DEFENSE

Plaintiff's claims are barred by the doctrine of waiver, estoppel laches, ratification, settlement, unclean hands and/or release.

SEVENTH DEFENSE

Plaintiff's claims are barred by the doctrine of substantial performance.

EIGHT DEFENSE

Plaintiff's claims, insofar as they are directed at this Defendant, are barred because the conduct of others for whom this Defendant was not responsible, was the direct, actual and proximate cause of all or part of the Plaintiffs' claimed damages.

NINTH DEFENSE

Plaintiff's claims are barred as payment by Defendant would constitute unjust enrichment or economic waste.

TENTH DEFENSE

The damages claimed by the Plaintiff is barred and/or should be reduced under the doctrine of comparative fault and the fault of this Defendant, which is expressly denied, must be compared with the fault of all others whose acts or omissions were a legal, actual or proximate cause of any of Plaintiffs' claimed damages.

ELEVENTH DEFENSE

The damages claimed by the Plaintiff is barred and/or should be reduced as the claimed damages are the result of unforeseeable circumstances not reasonably expected by this Defendant.

TWELFTH DEFENSE

Plaintiff's claims are barred by the doctrine of independent intervening cause.

THIRTEENTH DEFENSE

Plaintiff's claims, insofar as they are directed at this Defendant, are barred because the conduct of this Defendant was not a substantial factor or material cause of the Plaintiffs' claimed damages.

FOURTEENTH DEFENSE

Plaintiff's claims of the Plaintiff are barred as they fail to state a claim upon which relief can be granted.

FIFTEENTH DEFENSE

The claims of the Plaintiff are barred due to her failure to give timely notice under the NMTCA 41-4-1 et seq.

RESERVATION OF RIGHTS AND DEFENSES

Defendant reserves the rights to assert any and all affirmative defenses available to her and revealed through discovery in this matter, Defendant has not knowingly or intentionally waived any affirmative defenses. Defendant reserves the right to supplement and/or amend this answer and additionally reserves the right to assert any claims, counterclaims, cross-claims, third-party claims and/or defenses he may have based upon further investigation and discovery in this matter.

WHEREFORE, Defendant prays that the Court dismiss Plaintiff's Catherine Juarez' Amended Complaint in its entirety and grant further relief as deemed just, proper and equitable.

This Defendant hereby requests a trial by jury.

Respectfully submitted,

RILEY, SHANE & KELLER, P.A.

By: /s/ Mark J. Riley

MARK J. RILEY

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 13th day of June 2019, a copy of the foregoing was electronically filed through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

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By: /s/ Mark J. Riley
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