

IN THE IOWA DISTRICT COURT FOR MITCHELL COUNTY

MARK HAGANMAN, D.O., F.A.A.F.P.,

Plaintiff,

v.

MITCHELL COUNTY REGIONAL
HEALTH CENTER, MERCYONE, and
SHELLY RUSSELL (Individually),

Defendants.

CASE NO. LACV015798

**DEFENDANTS MERCY MEDICAL
CENTER – NORTH IOWA D/B/A
MERCYONE AND MICHELE M.
RUSSELL’S ANSWER TO PLAINTIFF’S
PETITION AT LAW**

COMES NOW Defendants Mercy Medical Center – North Iowa, an operating division of Mercy Health Services – Iowa, doing business as MercyOne (“MercyOne”) and Michele M. Russell, R.N., erroneously named as Shelly Russell, (“Russell”) (collectively referred to herein as “Defendants”), pursuant to Iowa Rule of Civil Procedure 1.405(1), and in response to the Petition at Law and Jury Demand (“Petition”) filed by Plaintiff Mark Haganman (“Plaintiff”), hereby answer, state, and allege as follows:

ANSWER

1. Defendants admit Plaintiff provided professional services in the specialty of family medicine at Mitchell County Regional Health Center (“MCRHC”). Defendants deny the remaining allegations in paragraph 1 to the extent they are a matter of public record, improper or unnecessary, or to the degree any written document referred to therein speaks for itself. Defendants further deny the remaining allegations in paragraph 1 to the extent Defendants lack knowledge or information sufficient to form a belief or opinion as to the truth of the allegations. Defendants further deny the remaining allegations in paragraph 1 to the extent they call for conclusions of law to which no responsive pleading is required, All allegations not expressly admitted in paragraph 1 of the Petition are denied by Defendants.

2. Defendants admit the allegations of paragraph 2 of the Petition.
3. Defendants admit the allegations of paragraph 3 of the Petition.
4. Defendants admit the allegations of paragraph 4 of the Petition.
5. The allegations set forth in paragraph 5 constitute conclusions of law to which no responsive pleading is required, and which are deemed denied.
6. The allegations set forth in paragraph 6 constitute conclusions of law to which no responsive pleading is required, and which are deemed denied.
7. Defendants admit the allegations of paragraph 7 of the Petition.
8. Defendants admit the allegations of paragraph 8 of the Petition.
9. Defendants admit that venue lies in this Court.
10. The allegations set forth in paragraph 10 constitute conclusions of law to which no responsive pleading is required, and which are deemed denied.
11. Defendants admit that jurisdiction lies in this Court.
12. Defendants repeat and incorporate by reference their responses to paragraphs 1-11 as their response to paragraph 12.
13. Defendants admit Plaintiff provided professional services in the specialty of family medicine at MCRHC. All allegations not expressly admitted are denied by Defendants.
14. Defendants deny the allegations of paragraph 14 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.
15. Defendants deny the allegations of paragraph 15 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

16. Defendants deny the allegations of paragraph 16 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

17. Defendants deny the allegations of paragraph 17 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants, including any footnote thereto.

18. Defendants deny the allegations of paragraph 18 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

19. Defendants deny the allegations of paragraph 19 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

20. Defendants deny the allegations of paragraph 20 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

21. Defendants deny the allegations of paragraph 21 of the Petition.

22. Defendants admit that a purported contract was attached to the Petition as “Exhibit 1” and affirmatively state the document speaks for itself. All allegations not expressly admitted are denied by Defendants.

23. Defendants deny the allegations of paragraph 23 of the Petition.

24. Defendants admit that a purported contract was attached to the Petition as “Exhibit 2” and affirmatively state the document speaks for itself. All allegations not expressly admitted are denied by Defendants.

25. Defendants deny the allegations of paragraph 25 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

26. Defendants deny the allegations of paragraph 26 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

27. Defendants deny the allegations of paragraph 27 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

28. Defendants deny the allegations of paragraph 28 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

29. Defendants admit MCRHC provides various patient services. All allegations not expressly admitted are denied by Defendants.

30. Defendants admit MCRHC provides “high-quality” and “patient-focused care.” All allegations not expressly admitted are denied by Defendants.

31. Defendants deny the allegations of paragraph 31 of the Petition.

32. Defendants admit MCRHC partners with other regional hospitals on occasion. All allegations not expressly admitted are denied by Defendants.

33. Defendants admit the allegations of paragraph 33 of the Petition.

34. Defendants admit the allegations of paragraph 34 of the Petition

35. Defendants admit the allegations of paragraph 35 of the Petition.

36. Defendants admit that a purported contract was attached to the Petition as “Exhibit 3” to which Plaintiff was not a party or an intended third-party beneficiary, and affirmatively state the document speaks for itself. All allegations not expressly admitted are denied by Defendants.

37. Defendants deny the allegations of paragraph 37 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

38. Defendants deny the allegations of paragraph 39 of the Petition, and affirmatively state that Plaintiff recruited Dr. Hargens.

39. Defendants deny the allegations of paragraph 39 of the Petition.

40. Defendants deny the allegations of paragraph 40 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

41. Defendants deny the allegations of paragraph 41 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

42. Defendants deny the allegations of paragraph 42 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

43. Defendants deny the allegations of paragraph 43 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

44. Defendants deny the allegations of paragraph 44 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

45. Defendants deny the allegations of paragraph 45 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

46. Defendants deny the allegations of paragraph 46 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

47. Defendants deny the allegations of paragraph 47 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

48. Defendants deny the allegations of paragraph 48 of the Petition.

49. Defendants deny the allegations of paragraph 49 of the Petition.

50. Defendants deny the allegations of paragraph 50 of the Petition.

51. Defendants admit that representatives from various areas formed an Emergency Operations Center. All allegations not expressly admitted are denied by Defendants.

52. Defendants deny the allegations of paragraph 52 of the Petition

53. Defendants admit an off-site respiratory clinic was created. All allegations not expressly admitted are denied by Defendants.

54. Defendants admit an off-site respiratory clinic was located at the Mitchell County Fairgrounds. All allegations not expressly admitted are denied by Defendants.

55. Defendants deny the allegations of paragraph 55 of the Petition.

56. Defendants deny the allegations of paragraph 56 of the Petition.

57. Defendants deny the allegations of paragraph 57 of the Petition.

58. Defendants deny the allegations of paragraph 58 of the Petition, including any footnote thereto.

59. Defendants deny the allegations of paragraph 59 of the Petition.

60. Defendants deny the allegations of paragraph 60 of the Petition.

61. Defendants admit that providers and clinic administration met. All allegations not expressly admitted are denied by Defendants.

62. Defendants admit that providers and clinic administration met. All allegations not expressly admitted are denied by Defendants.

63. Defendants admit that providers and clinic administration met. All allegations not expressly admitted are denied by Defendants.

64. Defendants admit a roll-call vote was one option for voting. All allegations not expressly admitted are denied by Defendants.

65. Defendants admit the listed subparts of paragraph 65 were discussed. All allegations not expressly admitted are denied by Defendants..

66. Defendants admit an offsite respiratory clinic existed. All allegations not expressly admitted are denied by Defendants.

67. Defendants deny the allegations of paragraph 68 of the Petition.

68. Defendants deny the allegations of paragraph 68 of the Petition.

69. Defendants deny the allegations of paragraph 69 of the Petition.

70. Defendants deny the allegations of paragraph 70 of the Petition.

71. Defendants deny the allegations of paragraph 71 of the Petition.

72. Defendants deny the allegations of paragraph 72 of the Petition.

73. Defendants deny the allegations of paragraph 73 of the Petition.

74. Defendants deny the allegations of paragraph 74 of the Petition.

75. Defendants deny the allegations of paragraph 75 of the Petition.

76. Defendants admit an offsite respiratory clinic existed. All allegations not expressly admitted are denied by Defendants.

77. Defendants deny the allegations of paragraph 77 of the Petition.

78. Defendants admit that Plaintiff offered a garage that he owned to be leased as an offsite respiratory clinic and subsequently changed his mind without notice or warning. All allegations not expressly admitted are denied by Defendants.

79. Defendants deny the allegations of paragraph 79 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

80. Defendants deny the allegations of paragraph 80 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

81. Defendants deny the allegations of paragraph 81 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

82. Defendants deny the allegations of paragraph 82 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

83. Defendants deny the allegations of paragraph 83 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

84. Defendants deny the allegations of paragraph 84 of the Petition.

85. Defendants admit Plaintiff never worked at any offsite respiratory clinic. All allegations not expressly admitted are denied by Defendants.

86. Defendants deny the allegations of paragraph 86 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. Defendants further deny the allegations of paragraph 86 to the extent any recorded vote speaks for itself. All allegations not expressly admitted are denied by Defendants.

87. Defendants deny the allegations of paragraph 87 of the Petition.

88. Defendants deny the allegations of paragraph 88 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

89. Defendants deny the allegations of paragraph 89 of the Petition.

90. Defendants deny the allegations of paragraph 90 of the Petition.

91. Defendants deny the allegations of paragraph 91 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

92. Defendants deny the allegations of paragraph 92 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

93. Defendants deny the allegations of paragraph 93 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

94. Defendants deny the allegations of paragraph 94 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

95. Defendants deny the allegations of paragraph 95 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

96. Defendants deny the allegations of paragraph 96 of the Petition.

97. Defendants deny the allegations of paragraph 97 of the Petition.

98. Defendants deny the allegations of paragraph 98 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

99. Defendants deny the allegations of paragraph 99 of the Petition.

100. Defendants admit a meeting occurred on July 29. All allegations not expressly admitted are denied by Defendants.

101. Defendants deny the allegations of paragraph 101 of the Petition.

102. Defendants deny the allegations of paragraph 102 of the Petition.

103. Defendants deny the allegations of paragraph 103 of the Petition.

104. Defendants deny the allegations of paragraph 104 of the Petition.

105. Defendants admit that any salary guarantee provided to Dr. Hargens expired years prior to 2020. All allegations not expressly admitted are denied by Defendants.

106. Defendants deny the allegations of paragraph 106 of the Petition.

107. Defendants deny the allegations of paragraph 107 of the Petition.

108. Defendants deny the allegations of paragraph 107 of the Petition.

109. Defendants admit that a meeting occurred on October 12, 2020 and Russell as well as Plaintiff both spoke at the meeting, but affirmatively state that the meeting was scheduled a week prior. All allegations not expressly admitted are denied by Defendants.

110. Defendants deny the allegations of paragraph 110 of the Petition.

111. Defendants deny the allegations of paragraph 111 of the Petition.

112. Defendants deny the allegations of paragraph 112 of the Petition, including all subparts.

113. Defendants deny the allegations of paragraph 113 of the Petition.

114. Defendants deny the allegations of paragraph 114 of the Petition.

115. Defendants deny the allegations of paragraph 115 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

116. Defendants deny the allegations of paragraph 116 of the Petition.

117. Defendants deny the allegations of paragraph 117 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. Defendants further deny the allegations of paragraph 117 to the extent any recorded vote speaks for itself. All allegations not expressly admitted are denied by Defendants.

118. Defendants deny the allegations of paragraph 118 of the Petition.

119. Defendants admit the allegations of paragraph 119 of the Petition.

120. Defendants admit the allegations of paragraph 120 of the Petition.

121. Defendants deny the allegations of paragraph 121 of the Petition.

122. Defendants deny the allegations of paragraph 122 of the Petition.

123. Defendants deny the allegations of paragraph 123 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

124. Defendants deny the allegations of paragraph 124 of the Petition, including all subparts.

125. Defendants deny the allegations of paragraph 125 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

126. Defendants admit Plaintiff met with Russell and Dr. Mock on October 23, 2020. All allegations not expressly admitted are denied by Defendants.

127. Defendants deny the allegations of paragraph 127 of the Petition.

128. Defendants deny the allegations of paragraph 128 of the Petition.

129. Defendants deny the allegations of paragraph 129 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. Defendants further deny the allegations of paragraph 129 to the extent any purported written communication speaks for itself. All allegations not expressly admitted are denied by Defendants.

130. Defendants deny the allegations of paragraph 130 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. Defendants further deny the allegations of paragraph 130 to the extent any purported written communication speaks for itself. All allegations not expressly admitted are denied by Defendants.

131. Defendants deny the allegations of paragraph 131 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. Defendants further deny the allegations of paragraph 131 to the extent any purported written communication speaks for itself. All allegations not expressly admitted are denied by Defendants.

132. Defendants deny the allegations of paragraph 132 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. Defendants further deny the allegations of paragraph 132 to the extent any purported written communication speaks for itself. All allegations not expressly admitted are denied by Defendants.

133. Defendants deny the allegations of paragraph 133 of the Petition.

134. Defendants deny the allegations of paragraph 134 of the Petition.

135. Defendants deny the allegations of paragraph 135 of the Petition.

136. Defendants deny the allegations of paragraph 136 of the Petition.

137. Defendants deny the allegations of paragraph 137 of the Petition.

138. Defendants deny the allegations of paragraph 138 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

139. Defendants deny the allegations of paragraph 139 of the Petition.

140. Defendants deny the allegations of paragraph 140 of the Petition.

141. Defendants admit Plaintiff was provided a written communication dated November 3, 2020, which speaks for itself. All allegations not expressly admitted are denied by Defendants.

142. Defendants admit Plaintiff was provided a written communication dated November 3, 2020, which speaks for itself, by Dr. Mock. All allegations not expressly admitted are denied by Defendants..

143. Defendants deny the allegations of paragraph 143 of the Petition.

144. Defendants deny the allegations of paragraph 144 of the Petition.

145. Defendants deny the allegations of paragraph 145 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

146. Defendants admit Russell collected Plaintiff's badges and provided a letter to Plaintiff, which speaks for itself. All allegations not expressly admitted are denied by Defendants.

147. Defendants deny the allegations of paragraph 147 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

148. Defendants deny the allegations of paragraph 148 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

149. Defendants deny the allegations of paragraph 149 to the extent they are a matter of public record, improper or unnecessary, or due to lack of information. All allegations not expressly admitted are denied by Defendants.

COUNT I
WRONGFUL TERMINATION
(Against Mitchell County Regional Health Center)

150. Defendants repeat and incorporate by reference their responses to paragraphs 1-149 as their response to paragraph 150.

151. Paragraph 151 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

152. Paragraph 152 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

153. Paragraph 153 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

154. Paragraph 154 of the Petition, including all subparts, contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

155. Paragraph 155 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

156. Paragraph 156 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

157. Paragraph 157 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

158. Paragraph 158 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

159. Paragraph 159 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

160. Paragraph 160 of the Petition and the WHEREFORE clause that follows paragraph 160 contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations, including all requests for damages or any other relief set forth in the WHEREFORE clause.

COUNT II
WRONGFUL TERMINATION
(Against MercyOne)

161. Defendants repeat and incorporate by reference their responses to paragraphs 1-160 as their response to paragraph 161.

162. MercyOne denies the allegations of paragraph 162 of the Petition.

163. The allegations set forth in paragraph 163 constitute conclusions of law to which no responsive pleading is required, and which are deemed denied.

164. MercyOne denies the allegations of paragraph 164 of the Petition.

165. MercyOne denies the allegations of paragraph 165 of the Petition.

166. MercyOne denies the allegations of paragraph 166 of the Petition.

167. MercyOne denies the allegations of paragraph 167 of the Petition, including all subparts.

168. MercyOne denies the allegations of paragraph 168 of the Petition.

169. MercyOne denies the allegations of paragraph 169 of the Petition.

170. MercyOne denies the allegations of paragraph 170 of the Petition.

171. MercyOne denies the allegations of paragraph 171 of the Petition.

172. MercyOne denies the allegations of paragraph 172 of the Petition.

173. MercyOne denies the allegations of paragraph 173 of the Petition.

174. MercyOne denies the allegations of paragraph 174 of the Petition. MercyOne further denies allegations set forth in the WHEREFORE clause that follows paragraph 174, including all requests for damages or any other relief requested in the WHEREFORE clause.

COUNT III
BREACH OF CONTRACT
Third-Party Beneficiary Claim
(Against MercyOne and Mitchell County Regional Health Center)

175. Defendants repeat and incorporate by reference their responses to paragraphs 1-174 as their response to paragraph 175.

176. MercyOne admits that a purported contract was attached to the Petition as “Exhibit 3” to which Plaintiff was not a party or an intended third-party beneficiary, and affirmatively states the document speaks for itself. All allegations not expressly admitted are denied.

177. MercyOne admits that a purported contract was attached to the Petition as “Exhibit 3” to which Plaintiff was not a party or an intended third-party beneficiary, and affirmatively states the document speaks for itself. All allegations not expressly admitted are denied.

178. MercyOne admits that a purported contract was attached to the Petition as “Exhibit 3” to which Plaintiff was not a party or an intended third-party beneficiary, and affirmatively states the document speaks for itself. All allegations not expressly admitted are denied.

179. MercyOne denies the allegations of paragraph 179 of the Petition.

180. MercyOne admits that a purported contract was attached to the Petition as “Exhibit 3” to which Plaintiff was not a party or an intended third-party beneficiary, and affirmatively states the document speaks for itself. All allegations not expressly admitted are denied.

181. MercyOne admits that a purported contract was attached to the Petition as “Exhibit 3” to which Plaintiff was not a party or an intended third-party beneficiary, and affirmatively states the document speaks for itself. All allegations not expressly admitted are denied.

182. MercyOne admits that a purported contract was attached to the Petition as “Exhibit 3” to which Plaintiff was not a party or an intended third-party beneficiary, and affirmatively states the document speaks for itself. All allegations not expressly admitted are denied.

183. MercyOne denies the allegations of paragraph 183 of the Petition.

184. MercyOne denies the allegations of paragraph 184 of the Petition.

185. The allegations set forth in paragraph 185 constitute conclusions of law to which no responsive pleading is required, and which are deemed denied.

186. MercyOne denies the allegations of paragraph 186 of the Petition, including any subparts.

187. MercyOne denies the allegations of paragraph 187 of the Petition. MercyOne further denies allegations set forth in the WHEREFORE clause that follows paragraph 187, including all requests for damages or any other relief requested in the WHEREFORE clause.

COUNT IV
BREACH OF CONTRACT
Breach of the Implied Covenant of Good Faith and Fair Dealing
(Against Defendants MercyOne and Mitchell County Regional Health Center)

188. Defendants repeat and incorporate by reference their responses to paragraphs 1-187 as their response to paragraph 188.

189. The allegations set forth in paragraph 189 constitute conclusions of law to which no responsive pleading is required, and which are deemed denied.

190. Paragraph 190 of the Petition contains allegations, including subparts, to which no response is required. To the extent a response is required, MercyOne denies said allegations.

191. MercyOne denies the allegations of paragraph 191 of the Petition, including any subparts.

192. MercyOne denies the allegations of paragraph 192 of the Petition.

193. MercyOne denies the allegations of paragraph 193 of the Petition. MercyOne further denies allegations set forth in the WHEREFORE clause that follows paragraph 193, including all requests for damages or any other relief requested in the WHEREFORE clause.

COUNT V
TORTIOUS INTERFERENCE WITH CONTRACT
(Against Mitchell County Regional Health Center)

194. Defendants repeat and incorporate by reference their responses to paragraphs 1-193 as their response to paragraph 194.

195. Defendants deny the allegations of paragraph 195 of the Petition.

196. Paragraph 196 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

197. Paragraph 197 of the Petition contains allegations, including subparts, to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

198. Paragraph 198 of the Petition and the WHEREFORE clause that follows paragraph 198 contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations, including all requests for damages or any other relief set forth in the WHEREFORE clause.

COUNT VI
PROMISSORY ESTOPPEL
(Against Mitchell County Regional Health Center)

199. Defendants repeat and incorporate by reference their responses to paragraphs 1-198 as their response to paragraph 199.

200. Paragraph 200 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

201. Paragraph 201 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

202. Paragraph 202 of the Petition contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations.

203. Paragraph 203 of the Petition and the WHEREFORE clause that follows paragraph 203 contains allegations to which no response is required by Defendants. To the extent a response is required, Defendants deny said allegations, including all requests for damages or any other relief set forth in the WHEREFORE clause.

COUNT VII
DECLARATORY JUDGMENT
(Against MercyOne)

204. Defendants repeat and incorporate by reference their responses to paragraphs 1-203 as their response to paragraph 204.

205. MercyOne denies the allegations of paragraph 205 of the Petition.

206. MercyOne admits that Plaintiff is subject to a valid, enforceable restrictive covenant on his post-employment activities that is reasonably limited in time and geographic scope. All allegations not expressly admitted are denied.

207. MercyOne denies the allegations of paragraph 207 of the Petition, including all subparts.

208. MercyOne denies the allegations of paragraph 208 of the Petition, including all subparts.

209. MercyOne denies the allegations of paragraph 209 of the Petition.

210. MercyOne denies the allegations of paragraph 210 of the Petition.

211. MercyOne denies the allegations of paragraph 211 of the Petition. MercyOne further denies allegations set forth in the WHEREFORE clause that follows paragraph 211, including all requests for damages or any other relief requested in the WHEREFORE clause.

COUNT VIII
TORTIOUS INTERFERENCE WITH CONTRACT
(Against Shelly Russell, Individually)

212. Defendants repeat and incorporate by reference their responses to paragraphs 1-211 as their response to paragraph 212.

213. Russell denies the allegations of paragraph 213 of the Petition.

214. Russell denies the allegations of paragraph 214 of the Petition.

215. Russell denies the allegations of paragraph 215 of the Petition, including all subparts.

216. Russell denies the allegations of paragraph 216 of the Petition.

217. Russell denies the allegations of paragraph 217 of the Petition. Russell further denies allegations set forth in the WHEREFORE clause that follows paragraph 217, including all requests for damages or any other relief requested in the WHEREFORE clause.

COUNT IX
DEFAMATION
(Against Shelly Russell, Individually)

218. Defendants repeat and incorporate by reference their responses to paragraphs 1-217 as their response to paragraph 218.

219. Russell denies the allegations of paragraph 219 of the Petition.

220. Russell denies the allegations of paragraph 220 of the Petition.

221. Russell denies the allegations of paragraph 221 of the Petition.

222. Russell denies the allegations of paragraph 222 of the Petition.

223. Russell denies the allegations of paragraph 223 of the Petition.

224. Russell denies the allegations of paragraph 224 of the Petition.

225. Russell denies the allegations of paragraph 225 of the Petition.

226. Russell denies the allegations of paragraph 226 of the Petition.

227. Russell denies the allegations of paragraph 227 of the Petition. Russell further denies allegations set forth in the WHEREFORE clause that follows paragraph 227, including all requests for damages or any other relief requested in the WHEREFORE clause.

COUNT X
Punitive Damages
(All Defendants)

228. Defendants repeat and incorporate by reference their responses to paragraphs 1-227 as their response to paragraph 228.

229. Defendants deny the allegations of paragraph 229 of the Petition.

230. Defendants deny the allegations of paragraph 230 of the Petition. Defendants further deny allegations set forth in the WHEREFORE clause that follows paragraph 230, including all requests for damages or any other relief requested in the WHEREFORE clause.

AFFIRMATIVE DEFENSES

1. Affirmatively answering, Defendants state that Plaintiff's claims are barred to extent that they fail to state facts sufficient to state a claim upon which relief can be granted.

2. Plaintiff's claims are barred in whole or in part by statutes of limitations or, alternatively, laches.

3. Plaintiff's claims are barred in whole or in part by waiver, estoppel, and unclean hands.

4. To the extent it is discovered that Plaintiff engaged in conduct or made representations before, during or after his employment that would have prevented or ended his employment had Mercy known about the conduct or representations, Plaintiff's claims are barred, in whole or in part, by the after-acquired evidence doctrine.

5. Plaintiff's claims are barred in whole or in part because a clearly defined public policy did not exist.

6. Plaintiff's claims are barred in whole or in part because Plaintiff did not engage in any lawfully protected conduct, and no conduct alleged to be protected in the Petition was the reason for Plaintiff's discharge.

7. Plaintiff's claims are barred in whole or in part because there was an overriding business justification for the cessation of Plaintiff's services at MCRHC.

8. Plaintiff's claims are barred in whole or in part because Defendants complied with all federal, state, and local laws.

9. All actions taken by Mercy affecting Plaintiff's employment were taken for legitimate, nonretaliatory reasons.

10. Plaintiff's claims are barred in whole or in part because he is not a party or intended third-party beneficiary to any contract between Mercy and MCRHC.

11. Plaintiff's claims are barred in whole or in part because he lacks standing.

12. Plaintiff's claims are barred in whole or in part because Plaintiff has no valid and enforceable contract with Defendants, and Defendants breached no duties in relation to any contractual obligations with Plaintiff.

13. Plaintiff's claims are barred in whole or in part because Plaintiff's is subject to an enforceable restrictive covenant on his post-employment activities.

14. Plaintiff's claims are barred in whole or in part because the facts alleged do not constitute intentional and improper interference with a contract.

15. Plaintiff's claims are barred in whole or in part because the facts alleged do not constitute false and malicious statements concerning the plaintiff but rather the substantial truth.

16. Plaintiff's claims are barred in whole or in part by a limited privilege permitting statements made in good faith regarding employee discharge, where there is an interest to uphold,

the statements were limited to the identified interest, and the statements were published on a proper occasion, in a proper manner, and to proper parties only.

17. Plaintiff's claims are barred in whole or in part because Plaintiff has not been damaged.

18. Plaintiff's damages, if any, are attributable solely to Plaintiff's own conduct.

19. Plaintiff's damages, if any, are reduced or eliminated because Plaintiff failed to mitigate his damages.

20. Plaintiff's damages, if any, are reduced or eliminated by Plaintiff's refusal to accept offers of reemployment.

21. Plaintiff's damages, if any, were caused, in part or in whole, by sources other than any alleged actions or inactions by Defendants.

22. Plaintiff's claims are barred in whole or in part because the alleged acts or omissions fail to rise to the level required to sustain an award of punitive damages.

23. Affirmatively answering, Defendants state there is no factual basis for Plaintiff's claim for punitive damages.

24. Affirmatively answering, Defendants state that Plaintiff's request for punitive damages would be barred or limited by the United States Constitution and/or the Iowa Constitution

25. Defendants reserves the right to add affirmative defenses that may become apparent as it pursues discovery in this matter.

WHEREFORE, Defendants Mercy, MercyOne and Russell respectfully request that the Court enter judgment in their favor and against Plaintiff Mark Haganman by dismissing his claims against Defendants with prejudice and awarding Defendants their costs, and such further relief as the Court deems appropriate.

Dated this 12th day of April 2021.

MERCY MEDICAL CENTER – NORTH
IOWA D/B/A MERCYONE, and MICHELE
M. RUSSELL, Defendants,

By s/ Robert M. Slovek

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CERTIFICATE OF SERVICE

I hereby certify that on April 12, 2021, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which sent notification of such filing to all counsel of record.

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