
SADDLEBROOK BARNCAMS, LLC,

Case No. 11 CV 14859

Plaintiff,

Case Code: 30301, 30201

vs.

WISCONSIN EQUINE CLINIC, INC.,
ROBERT P. MAGNUS, DVM and
ZURICH AMERICAN INSURANCE COMPANY,

Defendants.

ANSWER AND AFFIRMATIVE DEFENSES

NOW COME the above-named defendants, WISCONSIN EQUINE CLINIC, INC., ROBERT P. MAGNUS, DVM; and ZURICH AMERICAN INSURANCE COMPANY, by their attorneys, Hills Legal Group, Ltd., and as and for an answer to the plaintiff's Complaint hereby admit, deny and allege to the court as follows:

1. Answering paragraph 1, upon information and belief admit the allegations contained therein.

2. Answering paragraph 2, upon information and belief admit the allegations contained therein except to deny that Wisconsin Equine Clinic does substantial business in Milwaukee County, Wisconsin.

3. Answering paragraph 3, upon information and belief admit the allegations contained therein except to deny that Dr. Magnus does substantial business in Milwaukee County, Wisconsin.

4. Answering paragraph 4, upon information and belief admit the allegations contained therein except to affirmatively allege

that said policy of insurance issued by Zurich American Insurance Company to Wisconsin Equine and/or Dr. Magnus is subject to all its terms, conditions, limitations and exclusions contained therein; further deny knowledge or information sufficient to form a belief as to whether Zurich does "substantial business" in Milwaukee County, Wisconsin, as it would relate to the allegations of the present Complaint.

5. Answering paragraph 5, affirmatively allege that said allegations constitute statement of law to which no affirmative response is required.

6. Answering paragraph 6, upon information and belief deny the allegations contained therein and affirmatively allege that Waukesha County, Wisconsin, is the appropriate venue for this litigation.

7. Answering paragraph 7, reallege and incorporate herein by reference all of the preceding paragraphs of this Answer.

8. Answering paragraph 8, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

9. Answering paragraph 9, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

10. Answering paragraph 10, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

11. Answering paragraph 11, upon information and belief admit the allegations contained therein.

~~12. Answering paragraph 12, deny knowledge or information sufficient to form a belief as to the allegations contained therein.~~

13. Answering paragraph 13, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

14. Answering paragraph 14, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

15. Answering paragraph 15, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

16. Answering paragraph 16, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

17. Answering paragraph 17, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

18. Answering paragraph 18, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

19. Answering paragraph 19, deny knowledge or information sufficient to form a belief as to the allegations contained therein.

20. Answering paragraph 20, deny knowledge or information sufficient to form a belief as to the nature and extent of any damages allegedly claimed by the plaintiff.

21. Answering paragraph 21, reallege and incorporate herein by reference all of the preceding paragraphs of this Answer.

22. Answering paragraph 22, affirmatively allege that said allegations constitute statements of law to which no affirmative response is required.

23. Answering paragraph 23, deny the allegations contained therein.

24. Answering paragraph 24, deny the allegations contained therein.

25. Answering paragraph 25, deny the allegations contained therein as they pertain to the alleged professional negligence on the part of Wisconsin Equine and Dr. Magnus; further deny knowledge or information sufficient to form a belief as to the nature and extent of any damages allegedly sustained by the plaintiff.

26. Answering paragraph 26, deny the allegations contained therein as they pertain to the alleged professional negligence of Wisconsin Equine and Dr. Magnus; further deny knowledge or information sufficient to form a belief as to the nature and extent of any damages allegedly sustained by the plaintiff.

27. Answering paragraph 27, reallege and incorporate herein by reference all of the preceding paragraphs of this Answer.

~~28. Answering paragraph 28, deny knowledge or information sufficient to form a belief as to the allegations contained therein.~~

29. Answering paragraph 29, affirmatively allege that said allegations constitute statements of law to which no affirmative response is required.

30. Answering paragraph 30, deny the allegations contained therein.

31. Answering paragraph 31, deny the allegations contained therein as they pertain to the alleged negligence of Wisconsin Equine and Dr. Magnus; further deny knowledge or information sufficient to form a belief as to the nature and extent of any damages allegedly sustained by the plaintiff.

32. Answering paragraph 32, reallege and incorporate herein by reference all of the preceding paragraphs of this Answer.

33. Answering paragraph 33, deny the allegations contained therein.

34. Answering paragraph 34, deny the allegations contained therein.

35. Answering paragraph 35, reallege and incorporate herein by reference all of the preceding paragraphs of this Answer.

36. Answering paragraph 36, upon information and belief admit ~~the allegations contained therein except to affirmatively allege~~

that said policy of insurance is subject to all its terms, conditions, limitations and exclusions contained therein.

~~37. Answering paragraph 37, deny the allegations contained therein as they pertain to the alleged negligence on the part of Wisconsin Equine and/or Dr. Magnus; further deny knowledge or information sufficient to form a belief as to the nature and extent of any injuries allegedly sustained by the plaintiff.~~

38. Answering paragraph 38, deny the allegations contained therein.

39. Answering paragraph 39, deny that Wisconsin Equine and/or Dr. Magnus will be directly liable to the plaintiff in any respect and, therefore, deny the allegations contained therein as they pertain to Zurich.

AFFIRMATIVE DEFENSES

As and for separate and affirmative defenses, these answering defendants hereby allege and show to the court as follows:

40. That to the extent the plaintiff has failed to mitigate its damages, its damages should be reduced accordingly.

41. That the plaintiff's claimed damages are barred or limited by the Economic Loss Doctrine.

42. That the plaintiff's causes of action are preempted by Federal law.

43. That the plaintiff has failed to acquire personal jurisdiction over each of the defendants, by virtue of failing to

properly effectuate service of process of the Summons and Complaint upon them.

44. ~~That the proper venue for this matter is not in Milwaukee County but Waukesha County, Wisconsin.~~

45. That to the extent the plaintiff was contributorily negligent in respect to its own property, that contributory negligence bars or reduces its claim.

46. That the plaintiff has failed to name certain necessary and indispensable parties, to-wit: any insurer that may have paid benefits for the damages claimed by the plaintiff and who may now assert a subrogation claim.

WHEREFORE, these answering defendants hereby demand judgment dismissing the plaintiff's Complaint, upon its merits, with prejudice, together with all costs and disbursements allowed by law, and for whatever other relief the court deems just and equitable.

Dated at Waukesha, Wisconsin, this 18th day of October, 2011.

HILLS LEGAL GROUP, LTD.
Attorneys for Defendants

By:


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State Bar No. 1001127

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DEFENDANTS HEREBY DEMAND TRIAL BY A JURY OF TWELVE PERSONS