

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT**

TODD LOPEZ, as Personal Representative of the
Estate of JOSE MARRERO, Deceased, and
RAELENE ROBERTS, Individually.
JOLEEN YOUNGERS, as Personal Representative
of the Estate of DESIREE AILENE SEANEZ, Deceased,
and SEAN ROMERO, Individually,
Plaintiffs,

And

DOMINIC JIMENEZ,
Plaintiff-in-Intervention,

v.

No. D-101-CV-2023-00269

DESERT VIEW CONSTRUCTION, INC.;
DESERT VIEW HOMES, LLC;
VIEW HOMES REALTY, LLC;
VIEW HOMES INCORPORATED;
And PATRICK WOODS, JR.,
Defendants.

**PLAINTIFFS' FIRST AMENDED COMPLAINT FOR WRONGFUL DEATH
AND PERSONAL INJURIES**

COME NOW Plaintiffs, Todd Lopez as Personal Representative of the Estate of Jose Marrero, deceased; Raelene Roberts, Individually; Joleen Youngers, as Personal Representative of the Estate of Desiree Ailene Seanez, deceased; and Sean Romero, Individually, complaining of Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; View Homes Incorporated, and Patrick Woods, Jr., Defendants, and would respectfully show the Court as follows:

I. PARTIES

1. Plaintiff Todd Lopez files this complaint as Personal Representative of the Estate of Jose

Marrero, deceased. Jose Marrero was a resident of Texas at the time of his death. Todd Lopez is a resident of Santa Fe, New Mexico.

2. Plaintiff Raelene Roberts is a resident of El Paso County, Texas.

3. Plaintiff Joleen Youngers files this complaint as Personal Representative of the Estate of Desiree Ailene Seanez, deceased. Desiree Ailene Seanez was a resident of Texas at the time of her death. Joleen Youngers is a resident of Santa Fe, New Mexico.

4. Plaintiff Sean Romero is a resident of El Paso County, Texas.

5. Plaintiff-in-intervention Dominic Jimenez is a resident of El Paso County, Texas. Plaintiff-in-intervention has previously entered an appearance in this case and may be served by and through its attorney of record.

6. Defendant Desert View Construction, Inc. is a Texas Corporation that was doing business in New Mexico and derives substantial economic profits from its business activities in this state. As a result of these intentional, substantial, continuous, and systematic contacts within New Mexico, this Court has personal jurisdiction over Defendant Desert View Construction, Inc. as to all claims arising from those contacts. Defendant Desert View Construction, Inc. as an employer of Defendant Patrick Woods, Jr., had its director/manager operating a motor vehicle upon the highways of New Mexico and thereby submitted itself to the jurisdiction of the courts of New Mexico under NMSA 31-1-16(A). Defendant Desert View Construction, Inc. has previously entered an appearance in this case and may be served by and through its attorney of record.

7. Defendant Desert View Homes, LLC is a Texas Corporation that was doing business in New Mexico and derives substantial economic profits from its business activities in this state. As a result of these intentional, substantial, continuous, and systematic contacts within New Mexico, this Court has personal jurisdiction over Defendant Desert View Homes, LLC as to all claims

arising from those contacts. Defendant Desert View Homes, LLC as an employer of Defendant Patrick Woods, Jr., had its director/manager operating a motor vehicle upon the highways of New Mexico and thereby submitted itself to the jurisdiction of the courts of New Mexico under NMSA 31-1-16(A). Defendant Desert View Homes, LLC has previously entered an appearance in this case and may be served by and through its attorney of record.

8. Upon information and belief, at all times pertinent hereto, Defendant View Homes Realty, LLC was doing business in New Mexico and derives substantial economic profits from its business activities in this state. As a result of these intentional, substantial, continuous and systematic contacts within New Mexico, this Court has personal jurisdiction over Defendant View Homes Realty, LLC as to all claims arising from those contacts. Defendant View Homes Realty, LLC as an employer of Defendant Patrick Woods, Jr., had its director/manager operating a motor vehicle upon the highways of New Mexico and thereby submitted itself to the jurisdiction of the courts of New Mexico under NMSA 31-1-16(A). Defendant View Homes Realty, LLC has previously entered an appearance in this case and may be served by and through its attorney of record.

9. Upon information and belief, at all times pertinent hereto, Defendant View Homes Incorporated was doing business in New Mexico and derives substantial economic profits from its business activities in this state. As a result of these intentional, substantial, continuous and systematic contacts within New Mexico, this Court has personal jurisdiction over Defendant View Homes Incorporated as to all claims arising from those contacts. Defendant View Homes Incorporated as an employer of Defendant Patrick Woods, Jr., had its director/manager operating a motor vehicle upon the highways of New Mexico and thereby submitted itself to the jurisdiction of the courts of New Mexico under NMSA 31-1-16(A). Defendant View Homes Incorporated has

previously entered an appearance in this case and may be served by and through its attorney of record.

10. Upon information and belief, at all times material hereto, Defendant Patrick Woods, Jr. (hereinafter referred to as Defendant Woods) is an individual who resides in El Paso, Texas, and is an employee of one or all of the corporate defendants. Defendant Patrick Woods, Jr. has previously entered an appearance in this case and may be served by and through its attorney of record.

II. JURISDICTION AND VENUE

11. The allegations of the preceding and succeeding paragraphs are incorporated herein by this reference.

12. This Court has jurisdiction of this cause of action because the events and occurrences giving rise to the death Jose Marrero and injuries to Raelene Roberts occurred in the State of New Mexico. Additionally, venue is proper in Santa Fe, Santa Fe County, New Mexico, as Todd Lopez, the personal representative of the Estate of Jose Marrero, resides and is domiciled in Santa Fe, Santa Fe County, New Mexico. Therefore, jurisdiction and venue are proper in the District Court of Santa Fe, Santa Fe County, New Mexico, pursuant to N.M.S.A 38-3-1(A).

III. GENERAL ALLEGATIONS

13. The allegations of the preceding and succeeding paragraphs are incorporated herein by this reference.

14. On January 17, 2023, upon information and belief, Patrick Woods, while working for Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated was driving a Desert View Construction, Inc.'s vehicle northbound on Highway 213.

15. He was headed to a development that he was working for his employer, as a director/manager. Operating the vehicle while drunk, he crossed the center lines and collided head on with the vehicle being driven by Jose Marrero. The crash sent Mr. Marrero's vehicle airborne killing both Mr. Marrero and Ms. Desiree Seanez and injuring Plaintiff Sean Romero and Plaintiff-in-intervention Dominic Jiminez.

16. Plaintiff Raelene Roberts was operating a different vehicle behind the vehicle being driven by Mr. Marrero and was injured after her vehicle was impacted by Defendant Woods.

17. Defendant Woods fled the scene of the crash and was found to be intoxicated. Upon information and belief, his social media activity indicated that he was partying with alcohol while on the job and driving erratically prior to the crash.

IV. ALLEGATIONS AGAINST DEFENDANT PATRICK WOODS, JR.

18. The allegations of the preceding and succeeding paragraphs are incorporated herein by this reference.

Negligence Per Se

19. At all times pertinent hereto there were in force and effect, statutes that were enacted for the safety of the public at large, including Plaintiffs.

20. At the time of the aforesaid improper driving there were in force and effect New Mexico State Statutes that were violated by Defendant Woods including but not limited to the following:

- a. 66-7-301(b)(1) NMSA (1978)— requiring that in every event speed should be so controlled by the driver as may be necessary to avoid colliding with any person;
- b. 66-7-301(b)(2) NMSA (1978)— in every event speed shall be so controlled by the driver as may be necessary to comply with legal requirements as may be established by the State Highway and Transportation Department or the New Mexico State Police Division of the Department of Public Safety and the duty of all persons to use due care;

- c. 66-8-114 NMSA (1978) - careless driving;
- d. 66-8-118 NMSA (1978) – reckless driving;
- e. 66-8-102(1978) – driving under the influence of intoxicating liquor or drugs;
and
- f. Any additional manner that is revealed in discovery as this case progresses.

21. Defendant Woods was negligent per se, and, accordingly, is held to be strictly liable as a consequence of such violation. As a direct and proximate result of violations of the above statutes and regulations, Plaintiffs have and will continue to suffer injuries and damages in an amount to be proved at trial.

Negligence

22. The allegations of the preceding and succeeding paragraphs are incorporated herein by this reference.

23. At all times pertinent hereto, Plaintiffs contend that Defendant Woods failed to be reasonable in the operation of his vehicle and that such negligence was a proximate cause of the death, damages, and injuries suffered by Plaintiffs.

24. Defendant Woods was negligent and breached his duty to Plaintiffs and the public at the above time and place in at least the following respects:

- a. In operating his vehicle in a careless and reckless manner;
- b. In failing to have his vehicle under proper control;
- c. In failing to safely apply brakes to avoid a collision;
- d. In failing to keep a proper outlook;
- e. In failing to watch the road;
- f. In failing to operate a vehicle in a safe manner;
- g. In failing to take timely and/or proper evasive action;

- h. In failing to remain alert and not paying proper attention;
- i. In driving while intoxicated;
- j. In failing to use due care in operating a motor vehicle;
- k. In driving carelessly;
- l. In traveling at an unsafe speed; and
- m. In any additional manner that is revealed in discovery as this case progresses.

25. As a direct and proximate result of Defendant Woods' negligence, as set forth above, Plaintiffs suffered death, injuries, and damages in an amount to be proved at trial.

V. ALLEGATIONS AGAINST DEFENDANTS DESERT VIEW CONSTRUCTION, INC.; DESERT VIEW HOMES, LLC; VIEW HOMES REALTY, LLC; AND VIEW HOMES INCORPORATED

26. The allegations of the preceding and succeeding paragraphs are incorporated herein by reference for all purposes.

Respondent Superior

27. Vicarious liability for the death of Jose Marrero and Plaintiffs' injuries and damages attaches to Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and View Homes Incorporated through *respondent superior* in the following respects:

- a. Defendant Woods was an employee of Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated at the time of the incident;
- b. Defendant Woods was working in the course and scope of his employment with Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated at the time of the incident;
- c. Defendant Woods was acting in furtherance of Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated's business at the time of the incident;

- d. Defendant Woods was working for the accomplishment of the object for which he was hired by Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated; and
- e. Defendant Woods' negligence is a cause of Plaintiffs' injuries and damages and the death of Jose Marrero.

Negligent Entrustment, Hiring, Supervision, Training and Retention

28. Upon information and belief, the vehicle driven by Defendant Woods was negligently entrusted to him by Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated.

29. Defendant Woods was an employee, as well as a director/manager of Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated and was acting within the course and scope of his employment at the time of the crash.

30. Defendant Woods was acting in his capacity as a manager and director of Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated at the time of the crash.

31. Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated is responsible for the hiring, supervision and training of its employees, including, Defendant Woods, to assure the proper execution of its drivers' job duties.

32. The actions of Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated's managers and directors are directly imputed and attributable to the companies as actions of the company itself.

33. Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated had a duty of care to hire, supervise and train its employees, including, Defendant Woods, to operate its vehicles in a reasonable and safe manner.

34. Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated breached its duty to exercise reasonable care and acted negligently and careless in hiring, supervising, and training Defendant Woods for the duties which Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated could foresee and expect Defendant Woods to perform in the course of his employment.

**VI. INTENTIONAL, MALICIOUS, WILLFUL, RECKLESS AND/OR WANTON
CONDUCT JUSTIFYING PUNITIVE DAMAGES**

35. Defendant Woods' conduct as stated above was intentional, malicious, willful, reckless and/or wanton, as those terms are defined in New Mexico law justifying an award of punitive damages.

36. At the time of the crash, Defendant Woods was acting in the course and scope of employment and had sufficient discretionary authority to speak and act for Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated with regard to the conduct at issue, independent of higher authority and was therefore, acting with managerial capacity.

37. Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated's employees, officers, principals and/or vice-principals were acting in the scope and course of their employment, and they had sufficient discretionary authority to speak and act for the company with regard to the conduct at issue, independent of higher authority and were therefore, acting with managerial capacity.

38. In the alternative, Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated further authorized, participated in or ratified the conduct of Defendant Woods and its employees, officers, principals and/or vice-

principals. Therefore, Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated is vicariously liable for punitive damages based upon its authorization, participation, and/or ratification of the conduct of its driver, employees, officers, principals and vice-principals.

39. Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated's conduct as stated above was intentional, malicious, willful, reckless and/or wanton, as those terms are defined in New Mexico law justifying an award of punitive damages.

40. Each Plaintiff is entitled to an award of punitive damages against Defendants Woods and Defendant Desert View Construction, Inc.; Desert View Homes, LLC; View Homes Realty, LLC; and/or View Homes Incorporated.

VII. COMPENSATORY DAMAGES

41. The allegations of the preceding and succeeding paragraphs are incorporated herein by reference for all purposes.

42. Plaintiffs seek all damages to which they are justly entitled under New Mexico law in such amounts allowed by law and as determined by the fact finders in this case, as well as, any and all such other damages or other relief available under New Mexico law as determined appropriate by the Court.

Wrongful Death of Jose Marrero

43. Plaintiffs re-allege the preceding paragraphs of the complaint as if set forth in full.

44. Plaintiff Todd Lopez's wrongful death claim is brought pursuant to the New Mexico Wrongful Death Statute, N.M.S.A., §41-2-1 (2013).

45. As a result of the acts and/or omissions of Defendants, singularly or in combination, Jose

Marrero was killed. Accordingly, the Estate of Jose Marrero is entitled to an award of damages including, but not limited to, the following:

- a. Reasonable expenses of funeral and burial costs;
- b. The pain and suffering experienced by the decedent between the time of injury and death;
- c. The value of lost earnings and earning capacity, and the value of the lost household services of the decedent;
- d. The value of the decedent's life apart from his earning capacity;
- e. The loss to the beneficiaries of other expected benefits having a monetary value;
- f. The mitigating or aggravating circumstances attending the wrongful act;
- g. Any other actual or special damages in an amount to be proved at trial and as allowed by law; and
- h. Punitive damages in the maximum amount allowed by law.

Personal Injury Damages of Raelene Roberts

46. As a result of the acts and/or omissions of Defendants, Plaintiff Raelene Roberts suffered injuries. Plaintiff is entitled to damages, both past and future, including, but not limited to, medical expenses; lost earnings; lost earning capacity; pain and suffering; nonmedical expenses; loss of household services; loss of enjoyment of life; mental anguish; emotional distress; nature, extent, duration of injuries including disfigurement; impairment; and other damages not presently determinable, to be proven at trial.

Wrongful Death of Desiree Ailene Seanez

47. Plaintiffs re-allege the preceding paragraphs of the complaint as if set forth in full.

48. Plaintiff Joleen Youngers' wrongful death claim is brought pursuant to the New Mexico Wrongful Death Statute, N.M.S.A., §41-2-1 (2013).

49. As a result of the acts and/or omissions of Defendants, singularly or in combination,

Desiree Ailene Seanez was killed. Accordingly, the Estate of Desiree Ailene Seanez is entitled to an award of damages including, but not limited to, the following:

- a. Reasonable expenses of funeral and burial costs;
- b. The pain and suffering experienced by the decedent between the time of injury and death;
- c. The value of lost earnings and earning capacity, and the value of the lost household services of the decedent;
- d. The value of the decedent's life apart from his earning capacity;
- e. The loss to the beneficiaries of other expected benefits having a monetary value;
- f. The mitigating or aggravating circumstances attending the wrongful act;
- g. Any other actual or special damages in an amount to be proved at trial and as allowed by law; and
- h. Punitive damages in the maximum amount allowed by law.

Personal Injury Damages of Sean Romero

50. As a result of the acts and/or omissions of Defendants, Plaintiff Sean Romero suffered injuries. Plaintiff is entitled to damages, both past and future, including, but not limited to, medical expenses; lost earnings; lost earning capacity; pain and suffering; nonmedical expenses; loss of household services; loss of enjoyment of life; mental anguish; emotional distress; nature, extent, duration of injuries including disfigurement; impairment; and other damages not presently determinable, to be proven at trial.

51. Plaintiffs demand a trial by jury.

VIII. PRAYER FOR RELIEF

52. Plaintiffs pray for judgment in their favor and against Defendants for damages described herein; prejudgment and post-judgment interest at the highest rate allowed by law and from the earliest date allowed by law; if the evidence permits, an award of punitive damages against

Defendants; for costs of suit, and such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Delaney Piercy

Chad Inderman

Delaney Piercy

GLASHEEN, VALLES, & INDERMAN, LLP

1302 Texas Avenue (79401)

P.O. Box 1976

Lubbock, Texas 79408

Tel: (806) 776-1337

Fax: (806) 329-4663

Email: efile.inderman@gvilaw.com

Email: efile.laney.piercy@gvilaw.com

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via electronic mail to all counsel of record this 16th day of June 2023.

/s/ Delaney Piercy

Delaney Piercy