

**From:** [City of Santa Fe](#)  
**To:** [Governing Body Public Comment](#)  
**Subject:** New submission from your Governing Body Public Comment form  
**Date:** Monday, March 10, 2025 2:12:42 PM

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Submitted on: Monday, March 10, 2025 at 2:12pm

- First Name: Stefanie
- Last Name: Beninato
- Your Email Address: info@nmmediate.com
- Your District: District 2
- Meeting Date: 03/12/2025
- Section of Agenda you would like to comment on: Petitions from the floor
- Your Comment: PEREZ TRIP HAZARD

Why has the city taken no action to mitigate the trip hazard at Perez that has been unaddressed for six months? It seems like it would have been easy to put yellow tape at the edge of the mat. Why not go to some hardware store, buy the tape and install it tomorrow? There is a report on my fall because of the trip hazard. A tort lawyer would have a field day with this situation.

NEED TO SETTLE d 101 cv 2023 01743

No records means it didn't happen according to case law..

I have spoken to other lawyers and everyone said why won't the city settle? Maybe it is time you the GB asked that question and got an answer.

I was deposed by Scott Hatcher on 5 March 2025. At the deposition, he asked me why I had not noticed the Rock Ab machine was too close to the weight bar on the bench press in the two months before I used the equipment. I entered the pool through a door that is 30 ft from the machine on an angle and where there was other equipment in view. (I measured the distance TH night) Really? Patrons are supposed to inspect areas of the facility they are not using? Seemingly Mr Hatcher seems to think the city bears no responsibility for the set up of the weight room even though it hired an employee to do so or to confirm that there are no unsafe conditions in that facility Hatcher also implied that maybe the city did not really need a setup plan even though most gyms have them. Not only is the city bound by the standards in tort and public nuisance but it is a "commercial" facility—we have to pay to use it.

He also told me that I should have immediately asked for the plan for the setup of the weight area after the 3 Aug 2021 incident. WHY? And in fact, when I filed the notice of tort claim on 27 Oct 2021, the city attorney should have issued a litigation hold or stop that would have preserved all documents relevant to the incident. Why does Hatcher, an experienced litigator not know about litigation holds? CASE QUOTE BELOW

“When the prospect of litigation is present, parties are required to preserve documents that may be relevant to the issues to be raised, and their failure to do so may result in a finding of spoliation of evidence. The obligation to preserve evidence begins when a party knows or should have known that the evidence is relevant to future or current litigation. See *Stevenson v. Union Pac. R.R. Co.*, 354 F.3d 739, 746 (8th Cir.)” Courts have considered spoliation of evidence to be grossly negligent.

On Th I received an affidavit from Cody Martinez that said he has READ the interrogatories and affirmed they were true and correct. PROBLEM There are contradictory answers in those interrogatories. Which ones was he affirming as true? Also on TH fourteen months after discovery began suddenly Greg Fernandez who has contradicted himself in Requests for Admissions and these Interrogatories suddenly had a memory (date and place unstated) that a Fitness Superstore sales person whose first name changes from Jerry to Larry had a diagram of the setup of the weight area that was never supplied to the city... I have sent you that document last week but am making it part of the Public Record. Without a diagram the “city’s position” that the setup was to industry standards does not cut it...SEE 3 March 2025 letter

Oh and according to Hatcher, I don’t really need the resumes to see if these people are qualified for the positions, I can just depose them....How would I verify the information? I know Liz Roybal perjured herself in a Human Rights Commission hearing; that Cody Martinez improperly used a govt’ vehicle and that Greg Fernandez is a flip flopper based on the conflicting and ever changing answers about his responsibilities—so trustworthy (not).

Lazy/lax lawyering Hatcher refuses to give me a summary of each witness’s testimony as required by the rules. His 3 March letter says I should “glean” the answers from the Interrogatories where no one is identified as the person actually answering...Que chisto!!!

When Hatcher submitted the THIRD answer (2nd supplement) He said it was the city’s position that there was an agreement with the Fitness Superstore (TFS) to reinstall the equipment to the 2018 positions. The city was never shown or given a plan by TFS. You have in your possession

documents from TFS that said it was never hired to make a plan in 2018 or 2021 and was not hired to make even written recommendations. How many hours did the taxpayers give Scott Hatcher for this run around?

Then at court on FRIDAY all Mr Hatcher could say was that the city did not have any records...that his clients were “poor recordkeepers” It was his constant mantra....He misleadingly said TFS had no plan either—what he failed to tell the judge is that TFS stated in its response to my Subpoena that they had no documents to show it was ever hired to do that work....I sent you all that document last week too...

He told me I should depose staff (half of whom were not employed in 2021) to find out WHY they didn't have the records.... I don't need to know why—I just need to know the city has no records....Mr Hatcher implied that perhaps the agreement wasn't even in writing because of the long relation with TFS...And even though there are yearly repair and periodic maintenance agreements sent by TFS to the city.

Also I have been given unsigned contracts between the city and TFS and PO that have never been signed off on —that is confirming that the equipment or service was received. The only completed PO I got was on TH night and it was for the removal of the equipment to a container on Perez property in 2018....It was initialed and dated as good for payment. Again when questioned why an unsigned contract that clearly states it must be signed to be valid, Hatcher stated that perhaps the long term relation lead the two entities to not formally execute contracts. (Are You Kidding?) I am sending you an example of the contract and POs I have received in this case....Did Ms Oster use unsigned contracts and POs in the audits that have just been completed????

Same thing concerning maintenance of the RockAb machine...TFS says it never maintained the machine; the city without documentation continues to say it did but at court Hatcher said that maybe the Manufacturer's Recommended Maintenance Schedule was just not logged in.even though the job description requires maintenance of logs and records for repair and maintenance..No record—according to the court cases—it did not happen...

And why did Frank Ruybalid sit in on the hearing on Friday—I have asked through IPRA for the amounts paid to Cuddy McCarthy for this lawsuit and for all others it is currently handling....It seems that Hatcher wants to milk this case for all its worth. Do you really think citizens of this town are going to accept it happened but the city has no records especially with the litigation hold requirement????

Attached LF Hatcher 3 March 2025; example of unsigned contract and PO.