



**34th Annual
Center for Civic Values
New Mexico High School
Mock Trial Program (2012)**

**Estate of Simone Langston
VS.
Shea Harrison, MD**

**Adapted With Permission for Use in New Mexico by
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Mannie Amaya, Second Judicial District Court

Bernalillo County Sheriff's Department

Board of Bar Commissioners and Staff, State Bar of New Mexico

Interest on Lawyer Trust Accounts (IOLTA) Program

Karl E. Johnson, Esq., Luebben Johnson & Barnhouse LLP

Judges and Staff of the Second Judicial District Court

Judges and Staff of the Bernalillo County Metropolitan Court

Sen. Stephen Neville, R-Farmington

Rep. Kiki Saavedra, D-Albuquerque

Scott Scanland, New Mexico Government Affairs

Dean Kevin K. Washburn and the University of New Mexico School of Law

COMPETITION, CASE AND RULES QUESTIONS

Questions concerning the case materials, rules or competition procedures should be submitted in writing via e-mail to the mock trial program at the Center for Civic Values ("CCV"). The program e-mail address is mocktrial@civicvalues.org; please include your name, your team name and your telephone number, in case we need additional information in order to answer your question. Submitted questions will be answered promptly.

You may begin submitting case materials questions any time after the materials are released. Answers to all case materials questions will be posted in a clarification memo on the mock trial pages of the CCV website at www.civicvalues.org. The clarification page(s) will be updated periodically, so be sure to check them regularly. **The deadline for submitting questions is 5:00 PM on Monday, March 5, 2012.** The final update to the supplemental memo will be posted no later than Wednesday, March 7, 2012. The final memo will become the official clarification document and may be referred to at competition, if necessary.

PLEASE REMEMBER THAT THE ANSWERS TO VIRTUALLY ALL QUESTIONS regarding the competition are available on the CCV website. In addition, because the mock trial competition is a rules-governed event, the answers to questions regarding either the case or the rules, will be found in the Rules document. *A thorough review of the Rules document should be undertaken by teams and their advisors or coaches before the submission of questions.*

2011 - 2012 TEAM PROGRAM CALENDAR

September 1	Registration opens
October 3	Case released online (<i>registered teams only</i>)
December 1	Franchini scholarship application released online
December 31	Registration closes (<i>sorry, no exceptions</i>)
February 15	Franchini scholarship applications due
March 5	Deadline to submit case materials questions
March 5	<p><i>Attorney Coach Agreements due</i></p> <p><i>Confirmation of Participation due</i></p> <p><i>(These forms will be available in the mock trial section of the CCV website. It is the responsibility of the Teacher Advisor to ensure the forms are printed, completed and submitted on time to CCV.)</i></p>
March 14	Pre-regional mailing
March 23	<p><i>Code of Ethical Conduct due</i></p> <p><i>(Teams will receive this form in the Pre-Regional Mailing. It must be completed, signed by all student team members AND teacher advisors and submitted at the Team Check-In desk located in the Courthouse before the start of Round 1; teams are not allowed to compete if their Codes have not been submitted)</i></p>
March 23 and 24	Statewide competition (<i>Albuquerque</i>)
March 24	Awards reception and ceremony
March 27	Post-competition mailing
April 1	National case released online
April 15	State champion travel and registration arrangements completed
May 3-6	National championship (<i>Albuquerque, NM</i>)

INTRODUCTION

Welcome to the 2012 Gene Franchini High School Mock Trial Competition -- one of the premier high school academic competitions in the state. This event, now in its 34th year, is administered by the Center for Civic Values ("CCV") and receives financial or in-kind support from the Interest on Lawyer Trust Accounts (IOLTA) program, the State Bar of New Mexico and the University of New Mexico School of Law, as well as from many private individuals and law firms.

THE CASE

CCV creates or adapts and produces the Mock Trial materials, which are always based on an interesting and current issue. The "case" includes a statement of facts, witness depositions, exhibits, legal authorities and rules of competition and evidence. This year's case, *The Estate of Simone Langston v. Dr. Shea Harrison*, is a civil action involving a pathologist who claims to have entered into a contract with a dying and impoverished elderly woman, Simone Langston, to obtain her mutated cancer cells. Ms. Langston's cells offer the promise of curing cancer as well as enriching Dr. Harrison. The central issue in the case is whether Ms. Langston had the capacity to consent to selling her cancer cells to Dr. Harrison.

The case was originally written by Jonathan A. Grode and Paul W. Kaufman. Mr. Grode, (Temple University James E. Beasley School of Law – 2008) wrote the 2008, 2009 and 2010 Pennsylvania mock trial cases. He also adapted and modified the 2007 case. Mr. Grode was also the primary author of case used for the 2010 National High School Mock Trial Championship held in Philadelphia. Mr. Kaufman has been an author or editor of four mock trial cases, including the 2010 National case, and was a four time Delaware state champion mock trialer in high school. Jane E. Meyer, Esq., a current member of the National High School Mock Trial Championship Board of Directors, edited the case in collaboration with Mr. Grode and Mr. Kaufman. Our sincerest thanks go to Messrs. Grode and Kaufman and Ms. Meyer for their tireless and enthusiastic creation and editing of the problem. In addition, the authors wish to express their great appreciation of Henrietta Lacks and Rebecca Sklott (author of the Immortal Life of Henrietta Lacks) as the inspiration for this case.

THE STUDENTS

For several months of the academic year hundreds of students across New Mexico are engrossed in the mock trial program. They experience the excitement of working in teams, exchanging ideas, setting goals, and examining issues, all set in the context of the American judicial system. By studying the case and preparing opening statements, direct and cross-examinations, and closing arguments, students also learn to think on their feet, to understand and defend either side of an issue, to hone their presentation skills, and to improve their written and oral communication skills.

THE TRIALS

Registration is online via the CCV website and the case materials are also distributed over the internet. *Except in 2012 when there will be only one statewide event for all*

registered teams, regional competitions consisting of four rounds each generally take place in Albuquerque and Las Cruces in February. The best eight teams from regionals, advance to state finals in Albuquerque in March for three additional competition rounds. The results are announced at an awards event, and outstanding witnesses and attorneys are honored along with placing teams. The team that wins the state championship goes on to represent New Mexico at the national finals, held each year in a different US city in May (Albuquerque, 2012).

THE VOLUNTEERS

Annually scores of members from New Mexico's Bar and Bench, as well as educators and others, volunteer their time to help make Mock Trial an educational and exciting experience for students, either by judging, coaching or serving in a variety of administrative positions. Please remember to thank these individuals for their participation, as the program would not be possible without them.

STATE STANDARDS

The Mock Trial program helps students to develop the skills necessary for the mastery of state content standards for language arts and social studies. A rubric of the actual skills achieved appears on the CCV web site at civicvalues.org.

THE PROBLEM

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STATEMENT OF FACTS

On April 11, 2010, the day before she would die, Simone Langston is alleged to have entered into an agreement with Defendant Dr. Shea Harrison, allowing her/him to biopsy her cancer cells and to assign exclusive rights to the cells to Dr. Harrison, in exchange for \$200,000. At the time, Simone was 72 years old and suffering from advanced forms of cancer. Defendant, a pathologist at New Mexico College Hospital in Rye, discovered that Simone's metastasized colon cancer cells, which s/he named SiLa, harbored extraordinary properties. Dr. Harrison believed that through the use of genetic engineering, s/he could reprogram SiLa and create a novel cure for cancer. Shortly after Simone's death, Dr. Harrison formed SiLa, Inc. and raised in excess of \$50 million dollars of venture capital funding. Dr. Harrison is currently developing SiLa into what s/he hopes will be a revolutionary advent for scientists and medical researchers across the globe.

Plaintiff, The Estate of Simone Langston, by and through Avery Langston, Simone's daughter/son, challenges the validity of the agreement, claiming Simone lacked the capacity (or competency) to enter into any kind of contract with Dr. Harrison. Avery is Simone's only surviving heir and the executor of her estate. The Estate argues that Simone's incapacity renders any agreement for the sale of her cancer cells invalid. It claims that Simone's aggressive chemotherapy scheme, high dosage morphine intake, and generally failing mental state, made it impossible for Simone to read, understand and make competent decisions regarding her medical care or to understand a complex contract concerning the rights to SiLa, as evidenced, in part, by a competency examination she badly failed a few days prior to her death. In addition, The Estate claims it unlikely that Simone would have consented to the biopsy of her cells since she was a member of the Temple of Bona Valetudo, a small but devout religious sect which believed that removal of any part of the human body, no matter how small, was a terrible sin. The Estate also denies that Avery Langston entered into a separate agreement with Dr. Harrison for the rights to SiLa as Simone's de facto legal guardian.

Defendant Dr. Harrison claims that s/he was granted permission to remove the cells and now possesses full rights to the cells through the April 11 contract. Defendant asserts that Simone was competent to enter into the agreement, as supported by a competency exam administered within an hour or so of Simone Langston's execution of the contract by which she granted SiLa rights to Defendant and provided her consent to the biopsy. Defendant also claims that first-hand witness testimony supports a finding that Simone lucidly decided to sell her tissue. Simone's medical insurer had refused to cover her huge medical bill and her only significant asset was her home, in which Avery and her/his own family lived. Simone was concerned that Avery would lose the home. According to the Defendant, Simone also felt an obligation to help humanity, and it was for these reasons that she knowingly sold her tissue. In the alternative, Defendant asserts that if Simone is found incompetent, s/he still retains the rights to SiLa as a result of a separate agreement reached between Defendant and Avery Langston.

At trial, Plaintiff will present three witnesses: (1) Avery Langston, Simone's daughter/son; (2) Dr. Reagan Caget, Simone's oncologist; and (3) Dr. Blaine Davis, a competency expert. The Defense will also call three witnesses: (1) Darcy Hernandez, Simone's primary nurse; (2) Dr. Shea Harrison, the defendant; and (3) Dr. Quincy Jönz, a competency expert.

WITNESS AND EXHIBIT LIST

The following witnesses shall be called by the parties.	
FOR THE PLAINTIFF	FOR THE DEFENDANT
Avery Langston	Darcy Hernandez
Reagan Caget, MD	Shea Harrison, MD
Blaine Davis, MD	Quincy Jōnz, MD
The following exhibits may be used by teams in competition. They are pre-marked and are to be referred to by number as follows:	
EXHIBIT NUMBER	EXHIBIT NAME
1	Consent for Chemotherapy form
2	Denial of Treatment form
3	Agreement for Rights to SiLa and Consent to Biopsy
4	Radiology Report
5	Pathology Report
6	Excerpt from Hospital Policies and Employee Manual-2010
7	Medication Administration Record
8	Mini-Mental State Examination (MMSE) 02/09
9	Mini-Mental State Examination (MMSE) 04/09
10	Montreal Cognitive Assessment (MoCA) 04/09
11	Drug Fact Sheet – Morphine Sulfate
12	Drug Fact Sheet – Naloxone

13	Payment for Purchase Rights to SiLa
14	Résumé of Blaine C. Davis, MD
15	Curriculum Vitae Quincy Jōnz, MD

**TWENTIETH JUDICIAL DISTRICT COURT
COUNTY OF RYE
STATE OF NEW MEXICO**

AVERY LANGSTON AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE OF)	
SIMONE LANGSTON	)	No. NM-MT-12 CIV
Plaintiff,)	
	)	CV-2010-06040
vs.)	
)	
Shea Harrison, MD, SILA, INC., and)	
New Mexico College Hospital,)	
Defendants.)	

COMPLAINT

1. Plaintiff the Estate of Simone Langston, by and through its Executor, Avery Langston, files this action seeking to recover damages for medical battery and unjust enrichment.
2. Defendant Shea Harrison, MD (“Harrison”) resides on 1121 Shady Avenue, Rye Pa., within the County of Rye, New Mexico.
3. Defendant New Mexico College Hospital (“New Mexico College Hospital”) is located in Rye, New Mexico, which lies within the borders of Rye County, New Mexico.
4. Defendant SiLa, Inc. is a New Mexico corporation with a principal place of business in Rye NM., which lies within the borders of Rye County, New Mexico.
5. At all times relevant hereto, Harrison was an employee of New Mexico College Hospital.
6. At all times relevant hereto, Harrison was the President and Chief Executive Officer of SiLa, Inc.
7. On April 11, 2010, Harrison took a biopsy of cells from Simone Langston’s terminal cancer in order to convert those cells into a highly lucrative medical treatment for cancer.
8. There was no diagnostic or other medical need for the biopsy, and the biopsy did not advance Simone Langston’s treatment.
9. The sole purpose for the harvesting of Simone Langston’s cells was to further the independent goal of creating a marketable cancer therapy to benefit Harrison, New Mexico College Hospital, and/or SiLa, Inc.

10. Simone Langston did not consent to the biopsy of cells from her cancer, which was against her will and against her long-standing religious beliefs.
11. At all times relevant hereto, Harrison was acting as an agent of New Mexico College Hospital acting within the scope of her/his authority.
12. In the alternative, at all times relevant hereto, Harrison was acting as an agent of SiLa, Inc., acting within the scope of her/his authority.

COUNT I: FAILURE TO OBTAIN INFORMED CONSENT (MEDICAL BATTERY)

13. The allegations of paragraphs 1-12 above are incorporated herein as though fully set forth at length.
14. Pursuant to 40 NMSA § 1303.504(a)(1) of the New Mexico MCARE Act, a physician performing a surgical procedure has a duty to obtain the informed consent of the patient before conducting the surgery.
15. A biopsy is a surgical procedure within the meaning of 40 NMSA § 1303.504(a)(1).
16. Independently, physicians have a common law duty to obtain consent before committing a technical assault such as cutting the skin or puncturing it with a needle.
17. Harrison did not obtain Simone Langston's consent, much less her informed consent, before harvesting cells from her body on April 11, 2010.
18. Accordingly, Harrison violated the MCARE Act and/or committed technical assault on Simone Langston on April 11, 2010.
19. New Mexico College Hospital and SiLa, Inc. are liable for the damages suffered by the decedent by virtue of *respondeat superior*.

COUNT II: UNJUST ENRICHMENT

20. The allegations of paragraphs 1-19 above are incorporated herein as though fully set forth at length.
21. Harrison's harvesting of cells from the decedent provided Harrison a benefit in the form of a line of cells that could potentially be developed into a viable treatment for cancer, which could be worth millions, if not billions, of dollars.
22. This potential windfall benefits Harrison, SiLa, Inc. and New Mexico College Hospital, all of which stand to profit from development of the cell line derived from decedent's cells.
23. Harrison harvested the cells against decedent's will and without her consent.

24. Under those circumstances, it would be inequitable for Harrison, SiLa, Inc., and/or New Mexico College Hospital to retain such benefits without payment of fair market value for them.

WHEREFORE, the Estate of Simone Langston prays for an award of compensatory, actual and punitive damages, in excess of the jurisdictional limit, against defendants, to be determined by a jury and to remedy the callous, heartless assault on Simone Langston's body and her dignity.

December 30, 2010

Date

f. Lee Bailey

Attorney for Plaintiffs

**TWENTIETH JUDICIAL DISTRICT COURT
COUNTY OF RYE
STATE OF NEW MEXICO**

AVERY LANGSTON AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE OF)	
SIMONE LANGSTON	)	No. NM-MT-12 CIV
Plaintiff,)	
	)	CV-2010-06040
vs.)	
)	
Shea Harrison, MD, SILA, INC., and)	
New Mexico College Hospital,)	
Defendants.)	

DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT

1. Admitted in part and denied in part. It is admitted that Plaintiff filed the instant action. The remaining averments of this paragraph constitute conclusions of law to which no response is required. Those averments are therefore deemed denied.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Denied. SiLa, Inc. was not incorporated until June 10, 2010. Accordingly, on April 11, 2010, Harrison had no position with the then non-existent company.
7. Denied as stated. Defendants admit only that Harrison took a biopsy of cells on April 11, 2010. The remaining allegations in paragraph 7 of Plaintiff's Complaint are denied, and strict proof thereof is demanded at trial.
8. Admitted.
9. Denied.
10. Denied. To the contrary, by way of further response, both Simone Langston and, to the extent that Simone Langston was incompetent, Avery Langston consented to the removal of cells.
11. Denied. Although Defendant Harrison was acting as an employee of New Mexico College Hospital, defendants state that New Mexico College Hospital policy requires administrative approval for any non-therapeutic or research-based treatments.

Because Harrison did not seek or receive administrative approval, s/he was not acting with the scope of her/his employment when s/he removed the cells from Simone Langston on April 11, 2010.

12. Denied. See Paragraph 6 above.

COUNT I: FAILURE TO OBTAIN INFORMED CONSENT (MEDICAL BATTERY)

13. Defendants hereby incorporate the responses to the allegations in paragraphs 1-12 as though the same were fully set forth.

14. The averments in paragraph 14 of the Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed required, they are admitted.

15. The averments in paragraph 15 of the Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed required, they are admitted.

16. The averments in paragraph 16 of the Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed required, they are admitted.

17. Denied. To the contrary, by way of further response, both Simone Langston and, to the extent that Simone Langston was incompetent, Avery Langston consented to the removal of cells. Both Simone and Avery Langston were informed of the nature of the procedure, its risks, and its alternatives.

18. Denied. Informed consent was obtained, and consent is a complete defense to technical assault.

19. The averments in paragraph 19 of the Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed required, they are denied. By way of further response, because no assault occurred, no one is liable. Furthermore, SiLa, Inc. is not responsible for actions that occurred before its creation. New Mexico College Hospital is not responsible for Harrison's actions because they were beyond the scope of her/his employment.

COUNT II: UNJUST ENRICHMENT

20. Defendants hereby incorporate the responses to the allegations in paragraphs 1-19 as though the same were fully set forth.

21. Denied. By way of further response, defendant Harrison states that the cell line in question has not been successfully commercialized and may, in fact, have little or no commercial value.

22. Admitted in part; denied in part. Defendants admit that defendants Harrison and SiLa, Inc. could benefit from the development of the cell line at issue. Defendant New Mexico College Hospital has no stake in SiLa, Inc. and disavows any responsibility for Harrison's actions. Accordingly, defendant New Mexico College Hospital stands no chance of profiting from the cell line's development.
23. Denied. To the contrary, by way of further response, both Simone Langston and, to the extent that Simone Langston was incompetent, Avery Langston consented to the removal of cells. Both Simone and Avery Langston were informed of the nature of the procedure, its risks, and its alternatives.
24. Denied. By way of further response, under the circumstances, the equitable result is the same as the legal one: Harrison and SiLa, Inc. may develop the cell line in the hope that it becomes profitable in exchange for the \$200,000 currently in escrow pursuant to the contract between Simone Langston and Dr. Shea Harrison, which contract was reached between the two or, in the alternative, between Dr. Harrison and Avery Langston in her/his capacity as Simone Langston's legal guardian.

WHEREFORE, defendants respectfully request that the Court enter judgment in their favor and against plaintiff.

NEW MATTER

25. Because SiLa, Inc. did not exist at the time of the alleged torts, it cannot be held responsible for them.
26. Because s/he was not following New Mexico College Hospital policy and was advancing a research interest not approved by New Mexico College Hospital, Dr. Harrison was beyond the scope of her/his employment. Accordingly, New Mexico College Hospital is not liable for the alleged torts.
27. Alternatively, the actions of Dr. Harrison were unforeseeable, and New Mexico College Hospital is therefore not liable for the alleged torts s/he committed.
28. On or about April 11, 2010, Dr. Harrison entered a contract with Simone Langston in which Langston agreed to allow Dr. Harrison to remove some of her cancer cells in order to attempt to develop them into a viable cancer therapy. In consideration therefor, Dr. Harrison personally paid Simone Langston \$200,000.
29. The April 11, 2010 contract between Dr. Harrison and Simone Langston represents informed consent to the removal of cells and is therefore a complete defense to medical battery. In addition, because the law holds parties to a contract to the bargain they reach, any enrichment of Dr. Harrison is equitable.
30. In the alternative, if Simone Langston is determined to have been incompetent to enter into the April 11, 2010 agreement with Dr. Harrison, Dr. Harrison was offered a contract by Avery Langston, in her/his capacity as legal guardian of Simone

Langston, when s/he left a note on her/his office door offering to consent to the removal of cells in exchange for a payment of \$200,000. Dr. Harrison accepted this offer by performance and/or by tendering a check for \$200,000 to Avery Langston.

31. The April 11, 2010 contract between Dr. Harrison and Avery Langston, in her/his capacity as legal guardian for Simone Langston, represents informed consent to the removal of cells and is therefore a complete defense to medical battery. In addition, because the law holds parties to a contract to the bargain they reach, any enrichment of Dr. Harrison is equitable.

Wherefore, Defendants demands judgment in their favor against Plaintiff.

January 19, 2011
Date

Matt Scarvey
Attorney for Defendant

**TWENTIETH JUDICIAL DISTRICT COURT
COUNTY OF RYE
STATE OF NEW MEXICO**

AVERY LANGSTON AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE OF)	
SIMONE LANGSTON	)	No. NM-MT-12 CIV
Plaintiff,)	
	)	CV-2010-06040
vs.)	
)	
Shea Harrison, MD, SILA, INC., and)	
New Mexico College Hospital,)	
Defendants.)	

PLAINTIFF’S REPLY TO NEW MATTER

- 25. Denied. It is admitted only that SiLa, Inc. was not incorporated on April 11, 2010. By way of further response, discovery will show whether defendant Harrison was acting as a promoter or sponsor for SiLa, Inc.
- 26. Denied. Discovery is necessary to determine whether defendant Harrison was acting within the scope of her/his employment.
- 27. Denied.
- 28. Denied. By way of further response, on April 11, 2010, Simone Langston was heavily medicated with painkillers that dulled her mind well beyond the point at which she was mentally incompetent. Accordingly, any agreement signed or executed by Simone Langston was void from its inception.
- 29. The averments in paragraph 19 of the Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed required, they are denied. By way of further response, any contract signed by Simone Langston while she was incompetent, including any contract signed on April 11, 2010, is void and of no legal effect. Any consent given by Simone Langston while she was incompetent, including any consent given on April 11, 2010, is void and of no legal effect. In the absence of valid consent, the harvesting of cells from Simone Langston was illegal and their development to the profit of others is unjust.
- 30. Denied. By way of further response, Avery Langston never left any note for Dr. Harrison and never offered Dr. Harrison consent in exchange for a payment of \$200,000. Accordingly, no contract was ever formed.

31. The averments in paragraph 19 of the Complaint constitute conclusions of law to which no response is required. To the extent a response is deemed required, they are denied.

February 8, 2011

Date

Debra Ramirez

Attorney for Plaintiffs

**TWENTIETH JUDICIAL DISTRICT COURT
 COUNTY OF RYE
 STATE OF NEW MEXICO**

AVERY LANGSTON AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE OF)	
SIMONE LANGSTON	)	No. NM-MT-12 CIV
Plaintiff,)	
	)	CV-2010-06040
vs.)	
)	
Shea Harrison, MD, SILA, INC., and)	
New Mexico College Hospital,)	
Defendants.)	

OPINION

November 16, 2011

Presently before the Court are the motions for summary judgment of defendants Shea Harrison, MD (“Harrison”), SiLa, Inc., and New Mexico College Hospital (“New Mexico College Hospital”). For the reasons that follow, the motions of SiLa and New Mexico College Hospital will be granted, and the motion of defendant Harrison will be denied.

Defendant Dr. Shea Harrison, a pathologist regularly employed at all relevant times at New Mexico College Hospital, removed cells from decedent Simone Langston that may prove to have commercial worth to her/him and to the company to which s/he licensed Dr. Harrison’s rights in the cell line, SiLa, Inc.¹ Harrison claims that s/he was permitted to remove the cells by a contract with Simone Langston signed or, in the alternative, by a separate agreement reached with her guardian, Avery Langston. The parties agree that there are material issues of fact regarding the circumstances in which these alleged contracts were reached, if they were reached at all.

Whether and when a person possesses a property interest in cells removed as part of a medical procedure is a question that has challenged lawyers, judges, scientists and bioethicists. There is no doubt that New Mexico law recognizes a right to bodily integrity, but when cells are taken for medical purposes, that integrity has already been invaded. Nor does the individual from whom the cells are taken exercise continuing control over them. Thus, some experts urge this Court to hold that any lingering property rights are extinguished when the cells are entrusted to medical professionals, just as the right to any other chattel property is abandoned when it is handed over to a third party. Others argue that cells and the genetic information that they contain are more a part of the

¹ The licensed rights to develop the cell line derived from Simone Langston’s cells is the only meaningful asset of SiLa, Inc., which was named for Ms. Langston.

personhood of a New Mexican as any chattel property and should be entitled, at least, to no less protection than that afforded to a cherished trinket.

Thankfully, this Court is not writing on a blank slate. Although the New Mexico Supreme Court has not yet resolved this tension, other courts have, and this Court finds their reasoning persuasive. In Moore v. Regents of University of California, 51 Cal.3d 120 (1990), the California Supreme Court ruled, based in part on California law and in part on the policy interest in protecting medical research that benefits all from being controlled by individuals, that patients had no property interest in medically excised cells. The Moore case has been followed by several other distinguished jurists who concluded, as this Court does, that it correctly assesses the competing interests at stake. See Washington University v. Catalona, 427 F. Supp. 2d 985, 997 (E.D. Mo. 2006); Greenberg v. Miami Children's Hospital Research Institute, Inc., 264 F. Supp. 2d 1064 (S.D. Fla. 2003).

Paradoxically, however, it is clear that under many other circumstances, there are enforceable property rights for others in cell lines, genetic sequences, and other, similar forms of biological research. The United States Supreme Court has implied that cell lines are patentable, Diamond v. Chakrabarty, 447 U.S. 303 (1980), and other courts have consistently held that the medical researchers working with those cell lines hold property interests that are legally enforceable, see Pasteur v. United States, 814 F.2d 624 (Fed.Cir.1987); U.S. v. Arora, 860 F. Supp. 1091 (D.Md. 1994); Brotherton v. Cleveland, 923 F.2d 477, 482 (6th Cir.1991) (aggregate of rights existing in body tissue of corpse is similar to property rights); York v. Jones, 717 F.Supp. 421, 425 (E.D.Va.1989) (couple granted property rights in their frozen embryos). The Court finds it highly peculiar that the law would suggest that the only person who cannot profit from one's cells is the person from whom they are taken.²

This Court therefore finds that there is a distinction between two circumstances in which cells could be removed by a medical practitioner based not on property rights but on the simple principles of informed consent. The first category governs cells removed as part of a regular course of medical treatment in order to better diagnose or treat the patient. If cells are taken as part of a routine diagnostic biopsy or other, similar procedure, the patient has no expectation that the cells will be retained or that they will remain in her/his control. Accordingly, the patient is considered to have abandoned them, has no further property interest in them, and the medical care provider that removed them may use any cells not destroyed in the diagnostic testing for any purpose.

² Others appear to be troubled by this as well. Arizona State University and forty-one members of the Havasupai tribe of Native Americans recently reached an agreement in which the University paid hundreds of thousands of dollars to resolve claims that it used DNA information collected from tribe members in research on psychiatric illness and anthropology, even though the Havasupai had unquestionably consented to scientists using that information to study the abnormal rate of diabetes in the tribe. An anthropologist obtained the Havasupai DNA and used it to conclude that the tribe originated in Asia, which challenged long-held tribal cultural and religious beliefs. Although this settlement has no precedential force, it illustrates the perception that people have a right to control use of their genetic and biological material.

By contrast, if the cells are removed without informed or presumed consent, such as when cells are removed for the sole purpose of commercializing them with no corresponding medical benefit to the patient, the patient is considered to retain whatever rights s/he does not actively surrender. The core question thus is not whether there is a property interest in the cells *per se*, but rather whether the “patient” consented to the “medical” treatment. Because consent is required, such consent may be limited, and a person may consent to donate cells for a limited purpose, even if s/he would have no property rights in those cells were they taken as part of a medical treatment. This common sense solution ensures that medical care providers need not fear to use the results of routine, consensual medical care, while preserving the individual right to limit the use of one’s genetic and biological material.

The parties agree that cells were taken from Simone Langston’s cancerous metastases on two occasions. First, cells were taken during her emergency admission, while the doctors attempted to determine the nature of her medical condition. These cells were taken for purposes of diagnosis, and because Langston was unconscious and in need of emergency care, her consent is presumed. Cf. 40 NMSA § 1303.504 (consent required “except in emergencies”). Thus, Langston and her estate lack any property interest in the cells removed for diagnostic purposes. However, these cells were destroyed when an autoclave at the hospital’s pathology lab malfunctioned, and are not at issue here.

The second time that cells were taken from Ms. Langston was on or about April 11, 2010, after Dr. Harrison recognized the potential value of the cells.³ Because Harrison concedes that these cells were removed in order to attempt to develop a cure for others’ cancer, not Ms. Langston’s, Langston was entitled to refuse to have the cells removed or to condition or limit her consent in whatever manner she chose. That interest may be enforced by her estate. Accordingly, Harrison’s motion must be denied.

The next question is whether New Mexico College Hospital can be held vicariously liable for Dr. Harrison’s alleged misdeeds. Here again Harrison’s testimony is instructive. Harrison makes it clear that s/he never intended to use the “SiLa” cell lines as a part of her/his duties as a staff pathologist at New Mexico College Hospital, a position it appears that s/he may not have held much longer in any case. Rather, Harrison’s entire course of conduct suggests that s/he was acting on her/his own behalf, not New Mexico College Hospital’s. For example, Harrison came in to perform the biopsy over the weekend, outside her/his usual work hours at the hospital. In addition, Harrison retained a private mental competence expert at personal expense, rather than using the hospital’s, which would have been free. Moreover, Harrison consciously chose not to follow New Mexico College Hospital’s detailed procedures for the approval of research. Finally, testimony by New Mexico College Hospital executives confirms that New Mexico College Hospital did not approve the cell biopsy and may not have approved it had they been asked. Nor did New Mexico College Hospital executives know about or approve of Harrison storing the cells at New Mexico College Hospital

³ Whether this recognition was prompted by a desire to benefit all mankind, as Harrison argues, or by a crass desire for profit, as the Estate does, is irrelevant.

while s/he acquired at personal expense the means to do so elsewhere. Accordingly, the Court finds that there is no material issue of fact in this regard. Dr. Harrison was acting outside the scope of her/his employment, pursuing her/his own interest. New Mexico College Hospital does not enjoy a financial or legal interest in the development of the SiLa cell line. It should not share in the liability, if any, for the manner in which those cells were acquired. Judgment shall be entered for defendant New Mexico College Hospital.

The final motion before the Court is defendant SiLa, Inc.'s motion for summary judgment. SiLa, Inc. contends, in short, that it came into existence more than two months after the cells were taken and thus that it cannot be held liable for Dr. Harrison's actions in taking those cells. SiLa, Inc. is incorrect that there are no circumstances under which it could be held liable. There is well-developed New Mexico law holding that a "sponsor" or "promoter" of an as-yet-non-existent entity can nonetheless bind that entity. However, that is not the instant case. Here, the alleged contract is between Simone Langston and Dr. Harrison personally, not between Langston and SiLa, Inc. The payment for both the competency expert and the alleged payment for the cells themselves were both drawn on Dr. Harrison's personal account, not a SiLa, Inc. account or on venture capital intended to support SiLa, Inc. Nor is there evidence that SiLa, Inc. reimbursed Harrison for those costs. There is no evidence that Dr. Harrison had even conceived of SiLa, Inc. in the form it eventually took, much less that s/he represented her/himself as speaking on its behalf. Finally, Dr. Harrison has licensed the SiLa line of cells to SiLa, Inc., not transferred her/his interest to that company. Accordingly, the Court finds no material issue of fact exists. Dr. Harrison was acting on her/his own behalf on April 11, 2010, not on behalf of the non-existent SiLa, Inc. Judgment shall be entered for defendant SiLa, Inc.⁴

The Court disposes quickly of plaintiff's tenuous argument that if Simone Langston was incompetent, that Avery Langston could not contract on her behalf because Avery had not been legally appointed as Simone's guardian. The record is replete with examples of Avery exercising medical judgment on her/his mother's behalf during periods that all parties agree Simone Langston was incompetent. There is no suggestion in the record that any party, including Simone, objected to this arrangement. Having acted as Simone Langston's guardian throughout the relevant time period, Avery Langston may not rely on a technicality to evade the legal responsibility s/he undertook.

Finally, defendant Harrison argues that the Court should dismiss the unjust enrichment claim. Harrison admits having taken the second biopsy of cells from Simone Langston, and thus s/he admits that, absent informed consent, s/he committed technical assault. If there was such consent, Harrison argues, then her/his enrichment was not unjust; if there was no such consent, s/he is already liable at law. Were the Court to allow the

⁴ Plaintiff argues that the dismissal of SiLa, Inc. leaves it without a remedy. However, Harrison's ownership of the SiLa line of cells and her/his controlling interest in SiLa, Inc. are subject to legal or equitable transfer to plaintiff if plaintiff succeeds at trial. Although plaintiff is correct that SiLa, Inc. would still be allowed to develop the cells under the terms of its licensing agreement with Dr. Harrison regardless of plaintiff's wishes, the Court is untroubled by the possibility that a cure for cancer might emerge over plaintiff's objection.

unjust enrichment count to proceed, s/he argues, it would invite the jury to decide that there had been consent, but that the cells were worth more than s/he paid, denying her/him the benefit of her/his bargain. The Court agrees. Plaintiff's tort remedies are sufficient to provide compensation for the decedent's alleged injury. Equity will not suffer a wrong to be without a remedy, but nor will it rise to defend a plaintiff whose rights are adequately protected at law.

Accordingly, this court enters the following:

PRE-TRIAL ORDER

AND NOW, this 16th day of November, 2011, it is directed as follows:

1. Defendant New Mexico College Hospital's motion for summary judgment is **GRANTED**. Accordingly, judgment is entered in favor of defendant New Mexico College Hospital;
2. Defendant SiLa, Inc.'s motion for summary judgment is **GRANTED**. Accordingly, judgment is entered in favor of defendant SiLa, Inc.;
3. Defendant Shea Harrison's motion for summary judgment is **DENIED**. Dr. Harrison shall prepare for trial on the merits of the remaining questions before the Court;
4. Plaintiff's unjust enrichment claim is **DISMISSED**; and
5. This action is hereby scheduled for a one-day jury trial during the January-March 2012 Civil Trial Term.

BY THE COURT:

Ruth Bator Ginzberg

RUTH BATOR GINZBERG

Distribution:

Plaintiff's Attorney

Defendants' Attorneys

**TWENTIETH JUDICIAL DISTRICT COURT
COUNTY OF RYE
STATE OF NEW MEXICO**

AVERY LANGSTON AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE OF)	
SIMONE LANGSTON	)	No. NM-MT-12 CIV
Plaintiff,)	
	)	CV-2010-06040
vs.)	
)	
Shea Harrison, MD, SILA, INC., and)	
New Mexico College Hospital,)	
Defendants.)	

STIPULATIONS

1. With the exception of Exhibits 3 and 16, all documents, signatures and exhibits, including pre-markings, included in the case materials are authentic and accurate in all respects; no objections to the authenticity of the documents or exhibits other than Exhibits 3 and 16 will be entertained. The parties reserve the right to dispute any legal or factual conclusions based on these items and to make objections other than to authenticity.
2. Exhibit 3 is a true and accurate copy of the document allegedly signed by Simone Langston on April 11, 2010. Either party is free to contest the authenticity or admissibility of Exhibit 3 in all other respects.
3. Exhibit 16 is a true and accurate copy of the document allegedly found by Shea Harrison in her/his office. Either party is free to contest the authenticity or admissibility of Exhibit 16 in all other respects.
4. Jurisdiction, venue and chain of custody of the evidence are proper and may not be challenged.
5. All statements were notarized on the day on which they were signed.
6. This matter shall be bifurcated. Only the issue of whether defendant is liable is before the jury. The issue of damages is not before the jury.
7. With the exception of Avery Langston, all witnesses have read the decedent's medical records in their entirety and are familiar with their contents.
8. Avery Langston was the sole surviving child of Simone Langston at the time of Simone Langston's death. Accordingly, Avery Langston was Simone Langston's sole heir.

9. Simone Langston died intestate (without making a will). Her entire estate, including the family home, was consumed paying the medical bills owed to New Mexico College Hospital and other medical care providers. Her estate has no existing debts and no remaining assets.
10. Pursuant to the Court's decision, to the extent the fact finder might find that Simone Langston was incompetent on April 11, 2010, Avery Langston was authorized to act as her guardian and make decisions for her.
11. The removal of the decedent's cells on April 11, 2010, was accomplished using a cell biopsy, a surgical procedure of the type that required Dr. Shea Harrison to obtain informed consent of Simone Langston.
12. The language recited in Exhibit 3 describing the cell biopsy procedure (Fine Needle Aspiration (FNA)) and the risks and alternatives thereof, contains information that a reasonably prudent patient would require to make to an informed decision as to that procedure. Whether an informed decision was made in this case is not stipulated, however.
13. All payments relating to the storage of the SiLa cells and the competency examination performed by Quincy Jōnz were made from personal accounts owned by Shea Harrison. None of these payments have been reimbursed by SiLa, Inc.
14. Exhibits 11 and 12 are taken from Kilgore Trout, MD, Pharmaceuticals in Hospital Practice (7th Ed. 2008). "Trout's Pharmaceuticals," as it is commonly known, is a text from which medical students are taught and which is commonly used by medical professionals in hospital settings, including New Mexico College Hospital. Drs. Caget, Davis, Harrison, and Jōnz are familiar with Trout's Pharmaceuticals.

STATEMENT OF AVERY LANGSTON

3 My name is Avery Langston, and I am Simone Langston's daughter/son. I am 43 years
4 old and currently reside at the Circle of Hope Shelter in the Heritage Gardens section of
5 Rye, New Mexico with my two kids, Nikki, who is 13, and Roger, who's 9. My
6 wife/husband left me when we were kicked out of our home after my mother passed
7 away about a year ago. I still pick up the odd shift at the local J-Mart and receive public
8 assistance to make ends meet. I used to get more work there, but I think they knew that
9 I was making some side deals with customers I knew from the neighborhood. I was
10 never caught, but they started only giving me shifts when someone called in sick or was
11 on vacation and they were short-handed. Really, the only thing that keeps me going are
12 my kids and my desire to get back at that Dr. Shea, who took advantage of my mother
13 and caused my family's downfall. It's an American tragedy.

14 About two years ago, my mom just didn't seem herself anymore at all. She was tired all
15 the time. She was 73 but looked 93. Her fingers were gnarled, and her voice was half
16 gone from smoking. For years, she put away what seemed like ten cigarettes at a time –
17 at least two packs a day. Even though I made her quit about seven years ago, I would
18 still catch her sneaking one. Where she got them, I had no clue, because she had
19 trouble getting around, a lot of trouble breathing and even more trouble remembering
20 things. Sometimes, I would catch her talking to herself when she thought she was
21 alone. I once heard her claim that she was still menstruating. Now, I'm no doctor, but
22 even I knew that was not possible. I think it was her just getting older and living through
23 more than her fair share of troubles. She was still the sweetest, most caring woman,
24 even if I sometimes felt more like the parent. I loved her dearly.

25 My family lived with her in the house where I grew up, at 6902 Meade St. in Homewood.
26 I am an only child; my father was crushed in an accident at the mill when I was only ten.
27 I was determined never to leave my mother's side, even after I was married. We never
28 had much money, but the mill gave my mom some settlement cash and let us stay on
29 their health insurance plan for life. We had the house and we had each other.

30 After dad died, Mom joined the Temple of Bona Valetudo. It was a stretch, because
31 Mom was always a Bokononist, but I guess it was the only way she could cope with the
32 loss. Anyway, she had a spiritual awakening, and pretty soon, in a lot of ways, she
33 began to care more about the Temple than about me. She tried to get me to come to
34 the Temple with her, but I had friends at our old church and cried my eyes out until she
35 finally gave up. That was one thing we always disagreed about. Well that and the fact
36 that when I was in high school, I got suspended my senior year for cheating on a mid-
37 term, which probably cost me a chance at college. Mom never let me live that one down
38 either. Anyway, Mom believed that God created her whole and that no one should take
39 anything from her body. So she never got her blood taken, or had surgery or even had a
40 mole removed. To her that kind of stuff was a sin, and she could go to Hell for it.
41 However, she could still get shots, so if she got real sick, she would eventually take

42 some antibiotics or whatever and be back on her feet. Only when things got really bad
43 did she go to the doctor.

44 February 14, 2010, was the worst day of my life. It was a Sunday, and I had just gotten
45 home from a second shift at the J-Mart around 11p.m. The kids were already in bed and
46 my wife/husband was asleep in front of the TV, as always. And to think I thought I might
47 get a romantic Valentine's Day dinner! I went upstairs to check on Mom, but she was
48 not in her bed. I thought she must have been sleepwalking, which she had started to do
49 more and more. I went through the entire house, but could not find her. I had just started
50 to check the backyard when I noticed neighbors gathering at the corner and I heard
51 sirens. I ran over and found my mother lying unconscious in a pool of blood in the
52 middle of the street. My neighbors told me that my mom was the victim of a hit-and-run
53 accident. I could barely process anything as I rode with her to New Mexico College
54 Hospital. After a few hours in surgery, my mom was transferred to another wing of the
55 hospital. She had a couple of broken ribs, a shattered leg and a mild concussion. She
56 was still unconscious, but I was really happy that she made it through in one piece. She
57 was lucky to be alive.

58 Later that day she was transferred to the oncology ward. Her doctor, Reagan Caget,
59 explained to me that when they were operating, they found some abnormal bleeding
60 and had to run some additional tests. I knew if mom were conscious she would never
61 have allowed them to operate on her or take her blood because of her religious beliefs,
62 but Dr. Caget just said it was for the best, because since she was unconscious, they
63 were able to treat her. Turns out that mom had cancer, two cancers, really. It was bad.
64 Colon cancer had spread throughout her body, and lung cancer was stopping her
65 breathing. Dr. Caget explained to me the cancer was so far advanced that mom was
66 going to have to undergo serious chemotherapy if she had any chance of surviving for
67 more than a month or two. I got really concerned, but Dr. Caget explained to me that
68 s/he had a new treatment regime that was promising and could really help mom. The
69 best part was that it was non-invasive, so mom would have no religious objections.
70 Plus, Dr. Caget convinced me that mom's health insurance would cover the cost, and if
71 not Medicaid would certainly pick up the rest given our financial situation.

72 When my mom regained consciousness, she was devastated that the doctors operated
73 on her without permission. At first, she was completely hysterical, and she kept saying
74 that she was going to hell for it. Eventually, I couldn't take it anymore, and I just went
75 home. When I came back in the morning, Nurse Darcy was there, and my mother was
76 smiling ear to ear. Nurse Darcy explained that Papa Monzano, the head of the church,
77 had said years ago that members would not go to hell if they didn't make a choice to get
78 the medical care. Anyway, Mom was much calmer, and so I asked her what she wanted
79 to do. She told me that she wanted to live, that the family needed her and that she didn't
80 want to die in a hospital bed. We decided to get the experimental treatment, especially
81 because it seemed to follow her religious beliefs. We waited a couple days for Dr. Caget
82 to get the procedure approved by the hospital, then Dr. Caget had some expert come in
83 on February 22 and make sure mom was competent enough to agree to the procedure,
84 and to my surprise, even though she was too weak to fill out the paperwork, she was

85 allowed to make medical decisions for herself. She dictated it, and I wrote it out, then
86 she gathered her strength and signed it. I was worried that I would have to make the
87 decision for her! And so the nightmare at New Mexico College Hospital began. Nurse
88 Darcy and Dr. Caget became my new family. Even the pathologist, Dr. Harrison, at first
89 seemed to genuinely care about mom.

90 Dr. Shea turned out to be a complete fraud. Shortly after the treatment started, Dr. Shea
91 stopped by to see us. Mom was showing some signs of progress, and Dr. Shea was
92 downright giddy, but not about that. S/He explained that mom's colon cancer was
93 special. S/He believed it had some magical properties that could help save millions of
94 lives. Mom, who was a bit groggy because of all the pain medication, was really excited
95 about the idea of being able to help others through her suffering. But when Dr. Shea
96 asked if s/he could take some more blood and tissue samples to confirm her/his
97 findings, mom burst into tears. There was no way she was going to part with even the
98 smallest cell, that's how much she believed in the teachings of the Temple. When mom
99 explained, Dr. Shea got really upset and yelled something like, "well then, I will just have
100 to do it the old fashioned way and clone the ones I got." We all looked at each other like
101 Dr. Shea was some sort of mad scientist. I know that Dr. Shea says I tried to negotiate a
102 sale with her/him, but that's a lie. I wasn't concerned with money; all I wanted was my
103 mom back. No amount of money would have changed that I think. Fortunately, Dr. Shea
104 was banned from visiting mom as a result of the stunt.

105 Just when life was settling down, it turned upside-down again. It was March 3rd. There
106 had been a small fire in one of the labs and part of the hospital had to be evacuated. I
107 was so worried about mom. When they finally let us back in the building a few hours
108 later, I found my mom in her room crying uncontrollably. She said that Dr. Shea had
109 come to yell at her again and tell her that no one was there to protect her from the devil.
110 Nurse Darcy thought that mom may have had a nightmare because of the
111 chemotherapy. Nurse Darcy said that Dr. Shea may seem odd, but was not the kind of
112 person who would break the rules. Anyway, Nurse Darcy got permission from Dr. Caget
113 to up mom's pain medication to calm her down. Just as mom was about to fall asleep,
114 Dr. Caget came and delivered the horrible news that mom's insurance had rejected
115 payment because the chemotherapy was too experimental. Dr. Caget also told us that
116 Medicaid refused to provide coverage for the same reason, even though we qualified
117 financially. Dr. Caget told us it was important to see the course through to get the best
118 results and that we could apply for charity, or, at worst, mom's estate could file for
119 bankruptcy. Dr. Caget told us that the total bill would be less than \$200,000 and that so
120 far the bill was around \$50,000.

121 After a few tear-filled minutes, Dr. Shea seemed to appear out of nowhere. S/He must
122 have been lying in wait nearby. Dr. Shea offered to pay \$100,000 if mom consented to
123 letting Dr. Shea take additional cell samples. Mom was too groggy to respond. I knew
124 mom wouldn't go for it and told Dr. Shea as much. It would take a lot more than that to
125 make things better. Dr. Shea got this crazy look on her/his face and picked up a leftover
126 tray of food and threw it at me. It missed, but the room was a complete mess. Dr. Shea
127 got very angry and started screaming, "this is the most ridiculous nonsense I've ever

128 heard. Do you want to lose everything – your house, your family – stop being so
129 shortsighted and stupid!” Mom was startled, and as soon as she realized Dr. Shea was
130 in the room, she started screaming, “the devil is here again, please protect me Avery,
131 protect me, I don’t deserve to go to hell!” I lost control of myself, and lunged at Dr. Shea.
132 My fist landed square on her/his face. Everyone in the hospital must have heard the
133 commotion. Nurse Darcy, who was there the entire time, restrained me. Later, I saw Dr.
134 Caget scolding Dr. Shea in the hallway. Dr. Caget promised me that Dr. Shea wouldn’t
135 press charges, but I had to agree to not come to the hospital except during standard
136 visitor hours. We were the victims but I was the one being punished. I was devastated
137 again. My life was falling apart.

138 The next month or so was a daze. I would go to work and then to the hospital during
139 visiting hours. Mom was kept heavily sedated with medication, more so than at any time
140 during her stay. She was herself, but not. Her senses seemed completely dulled.
141 Whenever Dr. Caget would come in to give a report on mom’s progress, I would ask her
142 how she was feeling. She always responded the same by chanting something like, “as
143 long as my body remains intact, heaven will take me.” It was like she wasn’t thinking,
144 just reacting. I think she was coming to terms with her fate, or maybe it was just her
145 meds, but she was eerily calm after my fight with Dr. Shea. Her silence was really
146 frustrating, and I sometimes yelled at her, but even then, I couldn’t get a reaction. When
147 Dr. Caget told us on April 6 that hospital charity would not pay her medical expenses, I
148 barely reacted. But Mom, turned and looked at me right in the eyes, with tears welling
149 and said, “maybe I should let the devil in.” I knew she was referring to Dr. Shea and
150 her/his offer, but I also knew that it was just the pain talking. The Temple was her life.
151 Nurse Darcy, who was also in the room changing Mom’s IV, seemed to peek up when
152 mom said this and she quickly and awkwardly left before finishing the job. It was really
153 weird.

154 Mom died a week later, on April 12th, just seven weeks after she was admitted. I was
155 holding her hand and right before she died, she looked at me and said, “Dr. Shea, the
156 devil, did this to me. I hope heaven and not hell awaits me. I love you, Avery!” Mom, of
157 course, forbid an autopsy, so we don’t really know what killed her, but I guess it doesn’t
158 matter. About a week after the funeral I received a check for \$200,000 from Dr. Shea,
159 with a letter that said it was for the hospital bill and had a copy of some contract for the
160 rights to mom’s cells that was signed by mom and Dr. Shea and witnessed by Nurse
161 Darcy. It was dated the day before she died, during the time I was working. I was
162 shocked. I have seen my mom’s signature a thousand times, and this one looked like a
163 weak version, if it was even hers at all, not traced from her consent form or something.

164 I know Dr. Shea says I made some sort of side agreement with her/him for that amount.
165 What a liar! I hadn’t even seen her/him once since the fight, and I definitely didn’t place
166 some secret note under her/his door. I was barely ever at the hospital at that point and
167 when I was, I was always by my mom’s side. I don’t even know where the pathology
168 department is. This is not my fault. What made things even worse was that the money
169 didn’t even come close to covering all of the hospital bills and hidden charges. I talked
170 to my mom’s lawyer, and he said not to cash the check, so we put it in escrow. But that

171 meant the estate itself didn't have any money, and we had to sell the family house to
172 cover all of the medical expenses. I had lost everything – my mother, our house and my
173 spouse. Since then I learned that Dr. Shea has taken mom's cells and turned it into
174 some multimillion dollar research business. Maybe Mom was right. Maybe Dr. Shea is
175 the devil.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add. The material facts are true and correct.

Signed,

Avery Langston
AVERY LANGSTON

SIGNED AND SWORN to before me at 8:00 AM
on the day of this round of the 2012 New Mexico Mock Trial Competition.

Molly Johnson Giger
Molly Johnson Giger, Notary Public
State of New Mexico

My Commission Expires: November 1, 2012

STATEMENT OF REAGAN CAGET, MD

1 My name is Dr. Reagan Caget and I'm 49 years old. I currently reside in Victory Estates
2 just outside of Rye with my family. Dr. Shea Harrison is my neighbor, which means I
3 had to deal with that scoundrel while I was at work and at home. I've been an oncologist
4 at New Mexico College Hospital since 1990 and I think Shea joined the staff about a
5 year after me as a pathologist. I attended medical school at the University of
6 Pennsylvania, graduating Alpha Omega Alpha (1984) and completed my residency in
7 internal medicine and residency in oncology at the University of Rye Medical Center in
8 1990. I have been the recipient of numerous federally funded grants for my
9 experimental work with chemotherapy treatments and I've had several peer reviewed
10 articles published on the subject. People say I'm cold, but it's no great sin to be more
11 interested in the mechanisms for curing cancer than in the patients themselves. Patients
12 die. So it goes. But cancer is eternal, until someone breaks through and eradicates it.
13 That person will be a legend. Who wouldn't want to be Edward Jenner or Jonas Salk?

14 The case of Simone Langston is among the most interesting of my career. Simone's
15 cancer was incredibly advanced when she finally appeared at the hospital. We thought
16 she'd last a week, maybe two. I thought her case would be a great example of how life
17 could be extended with the new chemotherapy I was developing. Unfortunately, she
18 died just a few weeks after commencing treatment, so the data was unclear, but I'm
19 convinced that my therapy gave her those precious extra days of life. In lay terms,
20 Simone had two types of cancer. One was a very aggressive and previously unknown
21 type of colon cancer that had metastasized, or spread, to all parts of her body through
22 her blood stream, and the other was a lung cancer that was probably caused by years
23 of smoking.

24 Part of what made Simone Langston's case so interesting was her religious beliefs.
25 New Mexico College Hospital has a strict policy: we respect all religious limitations and
26 obtain full consent for any procedures, especially from those patients who claim that
27 religious belief prohibits certain medical actions. We pride ourselves in giving care on
28 the patient's terms. I was really mindful of this, as well as my malpractice insurance
29 premium, and so, on February 22, I made certain Simone signed a consent form.
30 Consistent with hospital policy and Simone's religious beliefs, I also had her sign a
31 denial of extraordinary treatment form. Simone was in terrible pain, so she dictated her
32 answers to Avery, but she was able to sign it herself. Simone was on a light dose of
33 morphine for the pain associated with injuries suffered from the car accident and was
34 still recovering from a concussion, so to be safe, following policy, I had Dr. Davis, a staff
35 psychologist at the hospital, perform a competency examination before the consent
36 form was executed. In similar cases, we sometimes administer Naloxone, a drug that
37 counteracts the effects of opiates like morphine, for consent form purposes. I think I've
38 successfully given it to patients with similar size and weight to Simone that were on as
39 much as 1.5 mg/1 min of morphine, but I never really pushed it much further than that.
40 Naloxone is pretty powerful, and it can significantly improve awareness and reasoning,
41 but we didn't even need it here at all. Davis determined that Simone was fit to consent

42 to the treatment as she was. Avery said it was very considerate of me to be so
43 concerned with her/his mother's religious beliefs.

44 Avery was always around, always in the way and often seemed to be fighting with
45 her/his mother over religious issues. I guess I didn't care too much for Avery, but you
46 don't get to choose your patients. So it goes. Still, I actually feel sorry about the financial
47 mess my treatment caused. In hindsight, I was so concerned with getting Simone on my
48 chemo regime that I may have oversold it to her and Avery. I told them that it would
49 probably be covered by insurance or the hospital even though I knew that was unlikely.
50 In addition, I couldn't cover any costs with grant money since the clinical trial had been
51 completed. I figured they'd get hospital charity, but it probably would not have mattered,
52 because they were so poor. Worst case scenario, Simone's estate would have had to
53 declare bankruptcy eventually just to cover the hospital stay. I felt awful when I later
54 learned that Avery and her/his kids ended up in a shelter. I guess I could've given them
55 some money, but I've got a couple of kids of my own who want to go to college, and
56 well, family first. I stand by my treatment. It was the best chance of slowing her cancer.

57 Though I may have taken advantage of Simone, it was nothing like what Shea did. Shea
58 seems to have no conscience whatsoever. Shea somehow became convinced that
59 Simone's mutated colon cancer was destroying the lung cancer cells. Shea told me that
60 s/he felt s/he could reprogram the colon cancer and turn it into the ultimate cancer
61 treatment. Just another mad scientist peddling science fiction, but like cold fusion, it has
62 some appeal to the uneducated. Really, it was my chemo that was killing the lung
63 cancer. Shea became obsessed with SiLa, as s/he called Simone's cancer. When Shea
64 found out that I had Simone sign a consent form only for my chemotherapy but not for
65 Shea's pathology samples, s/he was furious. S/he cornered me in the cafeteria and
66 loudly accused me of committing a "crime against humanity" and for cutting off her/his
67 supply to the "nectar of the gods." What a loon. Shea was the only criminal in the room.
68 After I refused to help Shea get Simone's consent, s/he stormed off. That made me
69 smile. There are few things I enjoyed more than seeing Shea frustrated.

70 But, Shea was determined. S/he started lurking around Simone's room at odd hours of
71 the day and even sometimes at night, trying to find the right moment and courage to
72 approach Simone about the consent form. I knew there was no way it was going to
73 happen. The woman was devout, and watching Shea try to fake a bedside manner was
74 a joke. But I didn't stand in the way of her/him making a fool of her/himself. A couple of
75 days later, on March 2, I heard Shea berating Simone, on my unit, about not consenting
76 to a biopsy! Even Nurse Darcy couldn't believe what was going on. I've worked with
77 Nurse Darcy for years and I trusted her/him and her/his judgment of character implicitly.
78 Anyway, I didn't want my treatment results affected by a stressed out patient so I told
79 the hospital administration what had happened, and Shea was banned from the
80 oncology ward as a result. So it goes.

81 The next day, March 3, was wild. When I got to work, the Pathology lab was smoking!
82 Apparently, Shea had fallen asleep in the middle of an experiment. An investigation was
83 opened, and my understanding was that if Shea was found to have engaged in an

84 unauthorized activity that resulted in the fire, that s/he would lose her/his job at least,
85 and possibly her/his medical license. Later that day, I learned that Simone's insurance
86 claim was denied and that Medicare wouldn't pick up the tab for the chemo treatment. I
87 had no choice but to tell Simone and Avery. I hoped that they would not stop the
88 treatment, since Simone was becoming a poster child for my chemo regime.
89 Fortunately, on my advice, they decided to stay the course.

90 I told Nurse Darcy to keep an eye on Simone while I went to grab lunch, because
91 Simone was frazzled by the fire alarms and commotion. I upped her morphine to calm
92 her nerves. When I got back not 25 minutes later, sandwich in hand, I heard a loud
93 crash and yelling from Simone's room. I arrived to find Nurse Darcy restraining Avery,
94 bits of food smattered everywhere, Shea standing there incredulously holding the side
95 of her/his face and Simone in tears. I pulled Shea out of the room and told her/him point
96 blank to leave my patient alone or else I would have her/him fired. Shea responded,
97 "without SiLa, I don't have anything anymore anyway! Don't you see my own life also
98 hangs in the balance?" In theory, Shea may have been onto something, but this plea
99 was completely pathetic. S/He was completely deranged. I then approached Avery and
100 told her/him it was best if s/he cut down visitation to designated hours.

101 Over the next month or so, Simone held her own on my treatment regime, although she
102 was experiencing typical chemo side effects associated with my method, including
103 general malaise and depression. Certainly beats nausea and internal burns. The most
104 recent CT Scan even showed the lung cancer was definitely shrinking in size. Without
105 Avery there as much, Simone seemed to be in better spirits. However, Nurse Darcy
106 suggested that to further minimize the pain, a higher morphine dosage would be good,
107 and it would also reduce Simone's remaining anxiety. I agreed and increased the
108 dosage on a couple of occasions. To be honest, Simone's mental state was not my
109 concern. As long as she was still on the chemo and physically improving, I didn't pay
110 much attention to her mental state. Nurse Darcy spent tons of time by Simone's side
111 when Avery was not around, and the dosage was not dangerous by any means, though
112 I am not an expert on pain management. If I had known then that Nurse Darcy was
113 working for Shea, I would've paid closer attention.

114 Regardless of her mental state or her level of sedation, Simone remained steadfast in
115 her religious beliefs. Numerous times, Simone told me that if she was going to die, at
116 least she would go to heaven because no one had taken anything from her body. It was
117 like she was mindlessly chanting some religious incantation. The only time I ever saw
118 her waver was on April 6, when I told her and Avery that the hospital charity had refused
119 to provide them with any financial assistance. Simone and Avery had a whispered
120 conversation about an offer for money from Dr. Shea in exchange for some additional
121 SiLa samples. Simone was saying something about saving the house, and Avery was
122 nodding. I was stunned that even Shea would sink that low. I mean, unethical is one
123 thing, but that's got to be criminal! I tried to ask Nurse Darcy about it, but s/he snuck out
124 of the room before I had the chance. Still, I was very concerned that Shea was up to
125 something, so I decided to have Dr. Davis check Simone's mental status once again. I

126 think Dr. Davis visited her around April 8th, but I never followed up. Life got in the way a
127 bit, and I was working on more important things. So it goes.

128 Apparently, Dr. Shea did get Simone to sign something on April 11th for the rights to her
129 cells. I'm not surprised Shea struck on a Saturday. We all knew Avery was working on
130 Saturdays, and there are fewer staff around on weekends. Plus, I work Monday through
131 Friday, so Shea knew I would not be there to stop her/him. And of course, Nurse Darcy
132 was a witness ... who else would do it? I'd seen Simone the day before on my normal
133 rounds, and I'm no psychiatrist, but there's no way that she knew what she was signing.
134 She was completely out of it. Her eyes were glazed over and it looked like her mind was
135 a million miles away.

136 After this case started, I reviewed Simone's medical records. Everything pertaining to
137 her drug regimen seemed in order except that I am listed as authorizing Nurse Darcy to
138 administer Naloxone. I don't remember doing it, but I reviewed the patient chart and it is
139 accurate. I trusted Nurse Darcy, and I practically signed whatever s/he asked for. I am
140 more careful with my staff nurses now. When Simone died on April 12th, I was shocked.
141 I really believed she was doing well. I wonder what else Shea and Nurse Darcy gave
142 Simone on the 11th. Unfortunately, Simone's beliefs precluded an autopsy, so the
143 cause of death listed by the medical examiner was cancer. That was impossible. My
144 treatment was working. Other factors were at play. Also, I'm almost 100% certain that
145 Avery didn't make a side deal with Shea. They hated each other and Avery's access
146 was limited to the oncology ward. Our pathology department is pretty guarded under
147 high security.

148 Shea ended up taking the money and running, resigning before the results from the fire
149 investigation were completed and starting up the SiLa lab with a pile of venture capital
150 money. I hear that SiLa, Inc. is worth millions while Avery is stranded in poverty. Shea's
151 also claiming that SiLa, not my chemotherapy, prolonged Simone's life. What a joke.
152 Shea even got a job for Nurse Darcy. It certainly looks like Nurse Darcy and Shea were
153 in cahoots from the beginning, and I was played like a pawn. But here I am, and
154 everything comes around. So it goes.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add. The material facts are true and correct.

Signed,

Reagan Caget, MD

REAGAN CAGET, MD

SIGNED AND SWORN to before me at 8:00 AM
on the day of this round of the 2012 New Mexico Mock Trial Competition.

Molly Johnson Giger

Molly Johnson Giger, Notary Public
State of New Mexico

My Commission Expires: November 1, 2012

STATEMENT OF BLAINE DAVIS, MD

1 My name is Dr. Blaine Davis. I am 68 years old and I am the head of Psychiatry at New
2 Mexico College Hospital. I have held this position on a part-time basis since unofficially
3 retiring two years ago. I now consult with the hospital and spend most of my time
4 working as a forensic psychiatry expert witness. I am retained generally to provide my
5 expert opinion on matters regarding capacity for wills, contracts and consent required
6 for medical care. I have now participated in over a hundred legal matters, about three-
7 quarters of the time on behalf of plaintiffs. I charge \$275 per hour. I am also a member
8 of the hospital's disciplinary board.

9 I obtained my B.S. in Psychology from Temple University in 1966 graduating magna
10 cum laude; my MD from the University of Pennsylvania in 1970; and completed my
11 residency in Psychiatry from Pennsylvania Hospital in 1974, where I also served as the
12 Chief Resident during my final year. After completing my specialty training, I took a
13 position as a staff Psychiatrist at New Mexico College Hospital in 1975. I have received
14 many awards and achievements, including being named a Life Fellow of the American
15 Psychiatric Association in 2006. In addition, over the years, I've audited and taught law
16 school classes at the University of New Mexico.

17 I first met Simone Langston at the request of Dr. Caget, her oncologist. Dr. Caget is a
18 well-respected member of New Mexico College Hospital's staff and although I wouldn't
19 consider her/him a close friend, we definitely respect each other. Dr. Caget sought to
20 perform an experimental form of chemotherapy on Simone and needed to verify that
21 Simone had the capacity to consent, pursuant to hospital policy. Simone held strong
22 religious beliefs that precluded many forms of invasive care. While chemo is
23 noninvasive, Dr. Caget still wanted to ensure that Simone was fully able to consent.
24 Consent is required for all treatments and we have a special policy, which I lobbied for
25 and drafted, to accommodate patients with strong religious beliefs. It was good for
26 everyone: marketing loved it, patients appreciated it, and it reduced our malpractice
27 liability.

28 Dr. Caget was concerned that Simone may have some form of dementia and that
29 Simone, who was receiving intravenous morphine, might be cognitively impaired. On
30 February 16, 2010, I conducted a full psychiatric examination over the course of several
31 hours. Simone denied any problems with her memory or having any other cognitive or
32 functional problems. Although she lived with her daughter/son's family, she stated that
33 she easily could have lived on her own.

34 I also interviewed Avery Langston, who revealed concern as to her/his mother's
35 capacity. Avery indicated that s/he had been worried about Simone's mental state for
36 years and reported that her mental state had deteriorated significantly over the past five
37 years, manifested by Simone talking to herself. Avery also stated that her/his mother
38 claimed that she had started menstruating again. I was surprised that this bothered
39 Avery so much; it seemed clear to me that Simone probably confused bleeding caused
40 by her colon cancer with menstruation, and I was frankly a little shocked that Simone

41 was not feeling guilty for having ignored obvious warning signs. Simone and Avery
42 reported that Simone had no prior history of mental health treatment, brain trauma,
43 outside of her recent concussion, or evaluation for memory problems. There was no
44 indication of formal hallucinations or delusions. While Simone did become irritated
45 during the interview and displayed mild anxiety, this was understandable given that
46 Simone indicated she felt under attack for her religious beliefs.

47 From a physiological perspective, Simone was suffering from advanced metastatic
48 colon cancer, lung cancer and multiple broken bones. In addition, she had a mild
49 concussion, which can affect the results of the battery of standard neuropsychological
50 tests I administered. Simone was receiving morphine for her pain intravenously at a rate
51 of 1 mg / 1 min. The effects of morphine on cognitive ability are widely disputed,
52 especially over time, since patients typically develop a tolerance to opiates, which
53 means that a higher dose is needed to obtain a beneficial effect. In addition, weight and
54 general health also play a factor in determining the effect of the narcotic. However, it is
55 widely accepted that a dose of 1.6 mg / 1 min. renders a patient to have a lack of
56 capacity for a person of Simone's weight, which was 60 kg or 132 lbs.

57 The results of all of my testing were consistent with Simone having warning signs of
58 dementia aggravated by the medication she was receiving and the nature of her
59 physical ailment. However, Simone was definitively lucid, aware of her surroundings,
60 and steadfast in her belief system. She performed well on the recognition memory,
61 orientation to time and place, auditory comprehension, and reading ability tests
62 administered at the time of my examination. The legal test for competence is not a high
63 bar. We don't ask people to do calculus; they just have to be able to make a reasoned
64 decision.

65 I also administered a Mini-Mental State Examination or MMSE. The MMSE is a 30 point
66 questionnaire which is utilized to determine cognitive impairment. Simone scored a 25
67 on the MMSE, which is considered to be the bottom end of the effectively normal range
68 of competency. This test has been a standard in the field for decades and is highly
69 reliable. In every generation, someone thinks that they can do better than the MMSE,
70 and recently some respected professionals have argued in favor of the Montreal
71 Cognitive Assessment (MoCA). MoCA is a fine test, and it is superior in some ways to
72 the MMSE, because it tests along broader axes of cognition. However, the MoCA test
73 has only been in use for a decade or so, and lacks the built-up data that are so
74 necessary for rigorous scientific comparison. I'm aware that it has been shown to
75 provide better assessment of certain diseases in clinical studies, but so was Bertrand
76 and Rumfoord's Summary Mental State Exam (SMSE), and later studies proved it
77 nearly worthless for most other diseases. My own staff has from time to time urged that
78 we move to the MoCA. When Quincy Jönz was here, s/he strongly preferred it, but the
79 MMSE has beaten back every competitor so far, and Quincy will someday rue having
80 bet on the wrong horse. MoCA is promising, the best new test I have seen in years, and
81 it may someday become the industry standard, but right now, we're better off with the
82 time tested, and the MMSE is old faithful. Regardless, two professionals performing
83 similar investigations should reach similar results. The test is merely a tool, and

84 physicians who try to apply any test too rigidly or treat the numerical results of the test
85 as the final word on the question of competence have failed to do their jobs. Forensic
86 psychiatry is not an arithmetic exercise.

87 In my opinion, based on my training, experience, and examination, on February 22,
88 2010, Simone possessed the capacity to enter into contracts, to make a new will, and
89 manage her financial affairs. She certainly had the capacity to sign the consent form.
90 However, I strongly recommended that her capacity be examined on a regular basis, as
91 I was very concerned that the chemo regime and narcotics she was receiving could
92 negatively impact her ability to make decisions. A startling number of Dr. Caget's
93 experimental chemotherapy patients experienced depression and I was concerned that
94 the chemotherapy, in combination with her physical ailments and morphine intake,
95 would quickly and markedly degrade her mental ability.

96 I had no further contact with Simone until about 6 weeks later when Dr. Caget sought
97 another evaluation. I met with her on April 8th. Once again, Avery was present. Sadly, as
98 I had feared, Simone was a shell of her former self. For starters, she did not recognize
99 me, despite the length of my initial examination. I reviewed her chart, paying particular
100 attention to the progress of her chemotherapy and her morphine intake. She was 1.6
101 mg / 1 min., which is the maximum amount recommended for someone of Simone's
102 size, weight and age. Physiologically, the chemotherapy was taking its toll on Simone.
103 She was obviously weaker than before, and she had a vacant look. While recent CT
104 scans suggested that the chemotherapy was working in reducing the size of her colon
105 cancer, the side effects were extensive. I didn't have the time or inclination to perform a
106 full psychiatric examination, so I only did the MMSE. Simone scored a 12, which
107 indicates moderate to severe cognitive impairment. In my opinion, Simone clearly could
108 no longer understand the significant benefits, risks, and alternatives to proposed health
109 care and make or communicate a health care decision. Furthermore, I didn't feel that
110 Simone had the capacity to execute any contract, especially if the matter was
111 complicated.

112 A patient's capacity, or competence, can fluctuate greatly, and someone displaying
113 symptoms as severe as Simone's on April 8th can conceivably be deemed to have
114 capacity as soon as the following day. However, Simone's mental capacity had
115 plummeted, and the likelihood of a turnaround was vanishingly small. I recommended a
116 full mental health examination to Avery, and s/he asked me if that meant that s/he would
117 be in charge of all decisions from there on out regarding her/his mother's medical care. I
118 responded affirmatively. I communicated my suggestion to Dr. Caget the next week, but
119 Caget told me that Simone had passed away.

120 I have reviewed the document entered between Simone and Dr. Harrison that was
121 executed on April 11th. In my opinion, there is little to no chance that Simone had the
122 capacity, from both a medical and legal perspective, to execute this agreement. I see
123 nothing in her medical records which suggest minor changes in her medication would
124 have drastically improved her cognitive ability. I am aware that she received a small
125 dose of an opioid-antagonist, Naloxone, on the 11th that would have nullified to some

126 degree the effects of the morphine in her system, but considering the high levels of
127 morphine already in her system and the wide variety of other factors leading to her
128 diminished mental state, one injection alone would not have made her completely lucid.
129 Could it have helped some, over a half hour or so? Sure, but that's about it. Honestly, I
130 was surprised that Dr. Caget authorized Naloxone considering the pain the patient was
131 still experiencing. Regardless, this agreement should be deemed void in any and all
132 courts of law. That signature alone reveals how weak Simone was.

133 A full disciplinary committee investigation was underway regarding the March 3rd fire
134 when Dr. Harrison resigned, on June 9, 2010. We intended to commence internal
135 termination proceedings against her/him the following week, but I was pleased to be
136 saved the aggravation.

137 Frankly, it was just a matter of time. Dr. Harrison was the kind of doctor we don't need
138 here. You would have thought that the incident at the Rosewater Clinic, where s/he
139 resigned under allegations of forgery, would have scared her/him straight, but s/he cut
140 corners, took liberties and was way too aggressive.

141 Shea knew that hospital protocol required the staff psychologist to conduct such
142 evaluations, but it's just like her/him to have hired Jönz to whip up a secret MoCA exam
143 on everyone's day off. I like Quincy, but everyone knows s/he's available at the right
144 price; s/he had to resign from New Mexico College Hospital for allegedly selling diet pills
145 over the internet. Regardless, I have reviewed Dr. Jönz's opinion. If Simone really did
146 score a 24 on the MoCA just three days after she registered a 12 on the MMSE, it just
147 goes to show what a flawed test MoCA is. Or what a flawed physician performed it.
148 Naloxone is a fine pharmaceutical, but it is not a miracle drug. Simone was a very, very
149 sick woman lying, heavily medicated, quite literally in her death bed. It is sophomoric to
150 think that a single 6mg dose of Naloxone would have brought Simone back from the
151 near catatonic state in which I saw her to the level of competence Quincy claims to have
152 observed. This is precisely why competence determinations are best left to trained
153 forensic specialists using established tools, not gifted amateurs test driving their pet
154 project.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add. The material facts are true and correct.

Signed,

Blaine C. Davis, MD

BLAINE C. DAVIS, MD

SIGNED AND SWORN to before me at 8:00 AM
on the day of this round of the 2012 New Mexico Mock Trial Competition.

Molly Johnson Giger

Molly Johnson Giger, Notary Public
State of New Mexico

My Commission Expires: November 1, 2012

STATEMENT OF DARCY HERNANDEZ

1 My name is Darcy Hernandez, and I am 32 years old. I currently reside at 390 Semple
2 Street in the Vista del Ventana neighborhood of Rye. I'm a registered nurse and am
3 currently employed as a Research Manager for ResearchPI, Inc, a company that
4 specializes in the administration of clinical testing for new drugs on behalf of universities
5 and pharmaceutical companies. Prior to working for ResearchPI, I was employed as a
6 Registered Nurse by New Mexico College Hospital in the oncology ward for about six
7 years. I got that job after completing a bachelor's degree in nursing from the University
8 of Rye. I am so much happier now. I got the job, in part, because of Dr. Shea's glowing
9 recommendation and now not only do I make twice the money, but instead of watching
10 people slowly die, I'm making a difference for millions of people across the world. When
11 my family moved here, we had nothing but a dream of a better life. Now, I am in a
12 position to advance innovations that improve the lives of millions. This is what this
13 country is all about.

14 I first met Simone Langston when she was transferred to the oncology ward from the
15 ER on February 15, 2010. I was assigned as her primary care nurse. People always
16 think it is the doctors who need good relationships with patients, but it is the nurses who
17 are responsible for caring them hour after hour. I always tried to keep my guard up with
18 my patients, because mortality on the oncology ward is so high, but Simone was
19 different. Her cancer was very advanced, but as soon as I saw her smile, a bond formed
20 instantly between us.

21 I always had tremendous respect for Dr. Caget, who was the head of our oncology ward
22 at New Mexico College Hospital. S/He was a phenomenal doctor and pretty much
23 taught me everything I knew about the field of oncology, even though s/he seemed to
24 care more about developing her/his experimental chemo regimen than about the
25 individual patients. I was worried when Dr. Caget wanted to put Simone on the
26 treatment; it's very hard on patients, and it is usually reserved for younger, stronger
27 ones. I didn't want Caget killing Simone just to get a little more data.

28 To get Simone on the chemotherapy, Dr. Caget brought in one of our hospital's most
29 well-known and respected doctors, Dr. Davis, to perform a psychiatric examination.
30 Though Simone didn't really know what she was actually signing up for, she was
31 definitely competent. I had only been caring for her for a couple of days, but you could
32 tell this lady was with it, even if she was nearing 80. You don't need to be a doctor to
33 understand whether or not someone is alert and aware. I was taught from a young age
34 to respect my elders, but that seems to be a bit lost here in the U.S. I was on the ward
35 for six years, and I think most of our elderly patients were lucid. I wasn't surprised at all
36 when Dr. Davis realized Simone was fit to sign the consent form.

37 At first, I felt sorry for Avery Langston, but the more time I spent around Avery, the more
38 I came to understand who s/he really was. For starters, I don't think s/he respected
39 her/his mother at all. The way Avery treated Simone bordered on mental abuse. Avery
40 would sit by Simone's bed, scolding her about all kinds of things, from money to her

41 religious beliefs. Religious beliefs were very important to Simone, as they are to all of us
42 in the Temple. All other folks know about us is that we believe in body integrity, because
43 every few years someone refuses medical treatment and makes the news, but there's
44 so much more to our faith. If people could experience the beauty of *boko-maru*, or
45 dance-pray with us for hours on end, they would realize that Bona Valetudo is just
46 another way of looking at the world and finding beauty and meaning in the
47 incomprehensible vastness of God. People think it must be strange for me to work as a
48 nurse, taking blood samples and so on, but they miss the point: the Temple does not
49 impose its beliefs on anyone else. We're happy to do whatever people themselves want
50 to ease or end suffering. New Mexico College Hospital understood that, which is why so
51 many people in the Temple go there.

52 But Avery didn't get it. Avery was condescending and callous, and s/he would quickly
53 dismiss any attempts at conversation offered by Simone. If Simone were to make a
54 suggestion of any nature, Avery would make comments about how delusional Simone
55 was acting or how the medication must be affecting Simone's judgment. Frankly, I didn't
56 really understand why s/he spent so much time at the hospital anyway. Maybe Avery
57 just wanted to get guardianship so that s/he would not have to consult her at all. S/he
58 seemed hungry for that power.

59 A few days after Simone commenced her chemotherapy, Dr. Shea (that's what we all
60 called her/him) came down from the lab to visit with Simone. Dr. Shea was so excited.
61 S/he felt that Simone's genetically mutated colon cancer had special properties which
62 could lead to a novel therapy for cancer, one that didn't involve radiation or
63 chemotherapy. Dr. Shea wanted to get some additional biopsy samples from Simone to
64 confirm her/his findings. However, like I said, Simone was steadfast in her religious
65 beliefs, and she flatly rejected Dr. Shea's suggestion. Avery went wild. First, Avery told
66 Simone to "shut up about all that religious nonsense!" Then Avery asked Dr. Shea how
67 much s/he was willing to pay for the samples. When Dr. Shea explained that this was
68 for the advancement of science and society and that s/he wouldn't pay a penny, Avery
69 became belligerent and insisted that Dr. Shea leave the room. I remember Dr. Shea
70 saying, "well then, I will just have to do it the old fashioned way and clone the ones I
71 got." I stared at Avery like s/he was crazy for trying to sell off pieces of Simone.

72 The next day, there was a fire in Dr. Shea's lab, and that section of the hospital was
73 evacuated. I saw Dr. Shea outside the building as I was arriving for my shift. S/He was
74 definitely upset, agitated and was muttering about Simone's tissue samples having
75 been contaminated. When I finally got up to the oncology ward and checked on Simone,
76 s/he was crying uncontrollably and muttering that she'd seen the devil. I figured that
77 s/he must have been having a nightmare, which is often a side effect of chemotherapy. I
78 went to Dr. Caget and suggested that we increase Simone's morphine dose to help
79 calm her nerves. Dr. Caget approved my recommendation, which s/he pretty much
80 always did.

81 When Dr. Shea appeared at Simone's room a couple of hours later, I was pretty
82 surprised to see her/him. The increased morphine had just kicked in, and Simone was

83 calmly sleeping. Dr. Shea approached Avery and said that s/he had thought it over and
84 that s/he was now willing to pay for what Dr. Shea referred to as the “precious SiLa
85 cells.” Dr. Shea offered Avery \$100,000. I remember Avery’s reaction like it was
86 yesterday. Avery said, “Well if you are willing to pay \$100,000, I bet you would pay three
87 times that amount. I won’t say a word for my mother for under \$300,000.” How greedy is
88 that?! I knew that they had just recently learned that insurance was not going to pay for
89 Simone’s treatment, but that was no excuse. Avery’s comment must have struck a
90 nerve with Dr. Shea, because s/he picked up Simone’s meal tray and flung it across the
91 room! Avery rushed at Dr. Shea with her/his arms flailing. The loud bang woke Simone
92 who looked at Avery and screamed, “what has the devil gotten into you, child? Stop
93 acting like such a fool!” I restrained Avery, and Dr. Caget came in and pulled Dr. Shea
94 out.

95 The next day, Dr. Shea approached me in the cafeteria and apologized for her/his
96 outburst. S/He explained that the SiLa cells were so important to the future of humanity
97 that s/he had to do everything possible to obtain another sample. Dr. Shea explained
98 the whole thing, and I understood why what s/he was trying to do was more important
99 than New Mexico College Hospital, Dr. Caget’s chemotherapy and even Simone’s life.
100 These cells held the key to saving thousands of lives. One of the chief tenets of the
101 Temple is that we work to end the suffering of others, even when it means suffering
102 ourselves. It’s called *gerimondlan*, healing the world. Dr. Shea asked me to try and
103 explain this to Simone. Dr. Shea then handed me a check for \$500, just for listening I
104 guess. Dr. Shea said I could keep the money regardless of whether or not I helped
105 her/him. I decided to try and help. It was the right thing. It was *gerimondlan* in the truest
106 sense.

107 Over the next month, Simone and I bonded. She told me stories of her childhood, her
108 loving relationship with her husband, and her fears about what would happen to her
109 grandkids if they were left to Avery and her/his awful wife/husband. She explained to me
110 how much the Temple had helped her when her days were darkest and how that
111 support created the deepest of faiths. Simone had no problems remembering things or
112 communicating clearly, even with the extra morphine. Every word she spoke made
113 sense, and her emotions were completely intact. It was only when Avery berated
114 Simone that she would become agitated. I spent as much time as possible with Simone.
115 I even slept in her room some nights. I eventually told her that I thought the chemo was
116 not working and that she was going to die soon, with or without the treatment. That is
117 how much I respected her – she deserved to know. Near the end of March, I explained
118 to Simone about the magical cells in her body and, that even though they were killing
119 her, she possessed a gift that would heal the entire world if she would just part with the
120 smallest of cell samples. I told her that with Dr. Shea’s help, she could save thousands
121 of lives. I knew Simone didn’t want to betray her faith, but I also knew she understood
122 the obligation of *gerimondlan* and her role in the Great Wheel. Simone became more
123 removed, though I don’t think it was due to the morphine and chemo; it was because
124 she was deep in spiritual thought. She may have been losing her hair, but she was
125 definitely not losing her mind.

126 On April 6th, things changed dramatically. Dr. Caget told Simone and Avery that New
127 Mexico College Hospital was not going to cover the treatment expense and that they
128 would have to pay for everything. I think Simone then realized that her house would
129 have to be sold. I could see the concern in her eyes, and I knew this is what motivated
130 her to say to Avery, "I think we should consider Dr. Shea's kind offer." I left the room to
131 tell Dr. Shea the good news. Dr. Shea told me to have Dr. Caget lower Simone's
132 morphine dosage to ensure that Simone was as lucid as possible when making this
133 most important decision, and suggested that I have Dr. Caget sign off on a dose or two
134 of Naloxone, a drug that counteracted the effects of morphine, just in case. I couldn't
135 see why. Though Simone had been quiet and introspective, s/he knew what was going
136 on.

137 On April 11, Dr. Shea came to the oncology ward in the afternoon with a psychiatrist to
138 perform a competency exam. Simone was really not doing well at first but then Dr. Shea
139 told me to administer the Naloxone Dr. Caget had approved. It was a 6 mg dose. The
140 effects of the drug were amazing. Within minutes, Simone's eyes lit up and she was
141 more talkative than she had been in weeks, though I could tell she was in considerable
142 pain as the effects of the morphine were nullified. She squeezed my hand in a loving
143 way and smiled at Dr. Shea. Dr. Shea presented Simone with a document s/he had
144 drafted for the rights of the cells and consent for a new biopsy of her tumors. Simone
145 read it over carefully and even asked me a few questions. Simone wanted to make sure
146 her family would get enough money to cover her medical bills. I told her that I thought
147 the \$200,000 Dr. Shea offered would more than cover it. She completely understood
148 what she was doing. Simone looked towards the ceiling and said, "Dear lord, I know you
149 will forgive me." She then signed the document. Dr. Shea quickly performed the
150 procedure and obtained the tissue sample.

151 Simone died the next day as a result of the aggressive chemotherapy. I think she let
152 herself die because she knew she had served her purpose in this world and that her
153 family would be taken care of. Regardless, I'm just so happy that Dr. Shea was able to
154 get the cell samples s/he needed to start SiLa, Inc. and potentially save the world from
155 cancer. Simone understood that SiLa was far more valuable than any one life, even her
156 own. She was healing the world.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add. The material facts are true and correct.

Signed,

Darcy Hernandez
DARCY HERNANDEZ

SIGNED AND SWORN to before me at 8:00 AM
on the day of this round of the 2012 New Mexico Mock Trial Competition.

Molly Johnson Giger
Molly Johnson Giger, Notary Public
State of New Mexico

My Commission Expires: November 1, 2012

STATEMENT OF SHEA HARRISON, MD

1 My name is Shea Harrison and I am 46 years old. Formerly, I was a pathologist at New
2 Mexico College Hospital in Rye. I now serve as President and CEO of SiLa, Inc. Ever
3 since I realized the potential housed in Simone Langston's metastasized colon cancer,
4 my life has taken an extraordinary course. I'm finally realizing my full potential and my
5 ability to ultimately make a real difference in this world. However, this success has not
6 come without my own personal pain and suffering. Sometimes, you have to hit bottom
7 before you can reach the top. I've gone into tremendous debt, both monetarily and
8 emotionally, to create SiLa, Inc. and I'm just now earning a return. Right now, I live by
9 myself in Victory Estates. My career and my research have always been more important
10 than family. Some people are just destined for greatness, and in that respect Simone
11 Langston and I are the same.

12 Cancer is the biggest killer in the world, accounting for over 13% of all deaths. Even
13 while I was in medical school at the University of Rye, I knew that I needed to find a way
14 to defeat this disease. Medically, cancer is nothing more than cells that have begun
15 multiplying abnormally until they begin to take over parts of the body, often by
16 metastasizing, that is moving through the blood stream or the lymphatic system to other
17 areas of the body. Because the cells are native to our body, the immune system is
18 powerless to stop them. In fact, scientists have identified several genes that often fail in
19 cancer, including the genes that cells use to recognize when they have mutated and to
20 apoptose, which is like cell suicide. In other words, cancer avoids all the things that the
21 body has to stop it, and if it goes untreated, it will almost always kill.

22 However, cancer's strength could also be its downfall. Just as a cell mutates in order to
23 become cancerous, if a mutation occurs in the cancer itself, it could become a weapon
24 against other cancers! And that's what happened to Simone Langston. She was a
25 heavy smoker. Smoking tobacco is medically just about the worst thing you can do to
26 yourself. Smoking accounts for 90% of all cases of lung cancer. It's more than a terrible
27 habit, it's murder, and just like it killed my father when I was young, it was killing
28 Simone. In fact, Simone had developed two types of cancer, one in her colon that
29 ended up spreading through her entire body and one in her lung. The cancer had gone
30 untreated for so long that, when she finally was admitted to the hospital, the colon
31 cancer had mutated, creating a new type of cancer that had beneficial, almost magical
32 properties, including actually attacking and killing her lung cancer cells. It was like her
33 colon cancer was itself a treatment for her lung cancer. I named these special cells
34 SiLa, in Simone's honor and memory. I knew that if they could be stopped from
35 becoming malignant themselves, SiLa could be used as a base to create a cure for
36 cancer. This is exactly why I went into pathology: cancer is a disease that has to be
37 attacked at the cellular level.

38 I remember the first time I met Simone. I knew that Dr. Caget had gotten a consent form
39 for the chemotherapy regime s/he put Simone on. A true colleague would've included
40 my work in it as well, but Caget disliked me. I think it's because after medical school,

41 while I was doing a year of research at the Rosewater Clinic, I was involved in some
42 controversy where the Clinic accused me of forging a couple of informed consent
43 signatures. I didn't do it, though my lawyer reached a settlement with the Clinic whereby
44 it would drop the investigation if I would resign. I never admitted any guilt at any time.
45 Caget's good friend Blaine Davis was on the disciplinary board and probably told Caget
46 about it.

47 Anyway, I wanted to get additional cell samples to continue my research and assumed
48 Simone would consent to additional biopsy samples given my reasons. I rarely visited a
49 patient's room, since I'm more of a lab rat, but something of this magnitude was an
50 exception. I first met her on February 22. Simone was ecstatic when I told her that even
51 though she was dying, she would be able to save millions of lives. Although she was
52 injured and on pain medication, she was completely lucid. She had a smile that filled a
53 room and your heart with hope. However, her daughter/son, Avery, was the complete
54 opposite. Avery could only think of one thing: money. All s/he cared about was how
55 much I would pay the family for more cell samples. Avery didn't seem to care that
56 Simone's religious beliefs instructed that nothing be removed from her body. In any
57 event, I got into a screaming match of sorts with Avery. I could respect a religious
58 objection, even though it was ludicrous, but human life is not something to be sold to the
59 highest bidder. I overreacted and may have said some things that sounded crazy. I think
60 I told them that I was going to clone the cells, which is totally impossible. Regardless,
61 Dr. Caget banned me from Oncology as a result of my confrontation with Avery.

62 I had to try something, so I stayed at the hospital late that night and tried to stimulate
63 the culture I had into an artificial growth cycle, which would obviate the need for another
64 biopsy. Unfortunately, sometime after 4 a.m., the coffee ran out, and I fell asleep at the
65 autoclave. It short circuited, which caused a small fire. The sprinklers quickly doused
66 the room, and there was just a lot of smoke, but the few SiLa cells I had were
67 contaminated and completely useless!

68 I was devastated, realizing that my carelessness could cost thousands of lives. I started
69 seeing my patients' faces in my mind, and my father's, accusing me of wasting their
70 lives. I almost walked into the street in front of the hospital before I realized I'd been
71 wandering the parking lot for several hours. The fire had been put out but it wasn't safe
72 yet to re-enter the building. I knew it could end my career, but I didn't care: I snuck back
73 in and went to see Simone. I know I shouldn't have, but I needed to explain to Simone
74 what her choice really meant. Simone was alone and greeted me with a smile. I found
75 her mind was as clear as mine was cloudy. I explained to her that the sample of her
76 cells that I had were lost. I explained again how vital it was to my research that I get
77 some more. She told me that she understood but was unsure of what to do. She said
78 she wanted to help, but had taken vows she could not break without endangering her
79 soul. I begged her to think about it and she soberly said, "okay." I told her I'd be back
80 soon to discuss it after she had more time to think.

81 I thought I had gotten through to Simone and that she would make the right decision on
82 her own, but I was worried time would run out. Her colon cancer was advancing quickly,

83 and Dr. Caget's pie-in-the-sky chemo was not stopping it. I decided my only alternative
84 was to approach Avery; it was the only way to make sure it happened *quickly*. I spent a
85 few soul-searching hours in my lab, only half paying attention to my work. I decided that
86 I would liquidate all of my assets, if it meant being able to acquire another SiLa biopsy.
87 So I went to Simone's room for the second time that day. I found Avery and Nurse
88 Darcy with Simone. Simone appeared a bit out of sorts. She was not speaking, and her
89 eyes were glazed over. What a change from a couple of hours before! I even thought for
90 a second that maybe I had imagined my previous conversation with her. I told Avery
91 that I would be willing to give her/him \$100,000 if s/he would get Simone to consent to a
92 biopsy. Avery, true to form, immediately rejected the offer, telling me that if I was willing
93 to offer \$100,000, then I would certainly offer three times that amount. I was shocked. I
94 wasn't even 100% sure SiLa had any commercial value, and even if it did, I would have
95 to spend years unlocking it. My anger got the best of me, and I knocked over a food
96 tray. Avery lunged at me and caught me in the eye with her/his finger. Nurse Darcy
97 restrained Avery, and Simone started screaming. Whatever inroads I made earlier were
98 now destroyed. Dr. Caget, ended up chastising me, but I was so distraught I don't
99 remember what s/he said or how I responded. My father was back again in my mind's
100 eye, staring at me accusingly, reminding me of my failures.

101 I decided to do some research into the Temple of Bona Valetudo. How wrong I had
102 been! Based on what I read, offering Simone money could be interpreted by her as a
103 temptation by the devil. I could not afford any more missteps. I needed someone with
104 access to Simone. Fate provided me an answer; it was as if the whole universe realized
105 how important this discovery was! I recalled that Nurse Darcy was a member of the
106 Temple as well, so the next day I approached her/him after her/his shift. Realizing that
107 this was possibly my last chance, I carefully explained to Nurse Darcy what SiLa really
108 meant and what it could mean to humanity. I used the pathology report as my evidence
109 and by the end of a cup of coffee, I had convinced Nurse Darcy that SiLa was so
110 important that it could be an exception to the tenets of the Temple. I was so thankful
111 that s/he was even willing to listen to me that I gave her/him a check for \$500 to show
112 my appreciation, even though I understood from the internet that money would not
113 motivate Nurse Darcy to assist me. S/He really believed it was the right thing to do.

114 Over the next month or so, while I tried and failed to focus on my other work, I got
115 reports from Nurse Darcy on Simone's progress on the chemo as well as her general
116 mental state. Simone was dying, and the chemo was accelerating the process. Caget
117 was such a fool; s/he had the key to beating the lung cancer right in front of her/him, but
118 s/he was too blinded by the hollow promises of the chemo to see it. Nurse Darcy
119 assured me that Simone remained lucid and that their conversations were productive,
120 but I knew that the morphine Simone was taking was a very high dose and could affect
121 her ability to make decisions on her own. Nurse Darcy told me that with Avery banned
122 except during visiting hours, they talked openly about the Temple and whether or not
123 Simone would be forgiven if she allowed the biopsy to occur. I was certain I had made
124 the right decision in confiding in Nurse Darcy and hoped someday I could repay the
125 favor.

126 On April 6, all of my prayers were answered. Nurse Darcy came running to my lab to tell
127 me that for the first time, Simone said she would allow me to take the biopsy of the SiLa
128 cancer. Apparently Simone was very worried that her family house was going to have to
129 be sold to pay for her treatment. All that Simone wanted in exchange was for me to
130 cover her medical bills. Simple enough really, since SiLa could be worth billions. It was
131 a risk, but it was worth it! I knew I had to be extremely careful about how I set everything
132 up. I figured it would take about a week for me to get everything in order and decided
133 that Saturday, April 11, was the perfect day. There was less staff around on weekends,
134 and Dr. Caget never worked weekends, so I could move about freely on the oncology
135 ward. I was also very concerned about documenting that Simone had the capacity to
136 provide informed consent to the biopsy and to agree to the rights to SiLa she was
137 signing over. So I hired a lawyer to draft the agreement and hired my old friend Quincy
138 Jönz to check her competency to attest to the biopsy and sign the contract.

139 I hadn't spoken to Quincy in months, but s/he was available, and was willing to do it that
140 Saturday if I paid her/him one and one-half times her/his usual fee. I would've used a
141 hospital psychiatrist, but the administration and I were not on good terms. I also had
142 Nurse Darcy lower Simone's morphine dose on the 10th and get authorization from Dr.
143 Caget for Naloxone, which would counteract the effect of the morphine. Even though I
144 am not an expert in narcotics or psychiatry, I knew that both of those medication
145 changes would help Simone with her ability to understand the agreement and to
146 competently execute it. I wanted there to be no question as to the validity of the
147 contract. The only thing I didn't know for sure was how much I would have to pay, so I
148 began a radical liquidation – stocks, bonds, CDs, even my retirement accounts.
149 Everything went into the "SiLa Fund" as I called it. I looked into a second mortgage and
150 a quick sale of my Porsche in case I had to go to \$300,000, but fortunately, I found a
151 post-it note from Avery on my lab door on the April 8th that said "\$200,000 and you got a
152 deal." Simone eventually signed the agreement, but I kept Avery's note just in case.

153 On April 11th, after a false start on the test, Quincy re-started the MoCA almost
154 immediately after the morphine had been discontinued and the Naloxone administered
155 by Nurse Darcy. Dr. Caget had already signed off on the Naloxone. Simone started out
156 real slow on the tests but then went from stoic and mildly responsive to animated and
157 talkative. Simone was definitely of sound mind, and I wasn't surprised when she scored
158 extremely well on the MoCA and was deemed competent. I had her review the
159 agreement carefully and advised her to ask Nurse Darcy or me about any questions she
160 had. Simone did have a few general questions about the biopsy procedure, which was a
161 fine needle aspiration, and also about the amount of money offered. Nurse Darcy
162 assured her that \$200,000 was more than enough to cover the medical expenses. I was
163 really glad that Avery wasn't there to try and extort more money. Simone signed the
164 contract about an hour after receiving the Naloxone. After the morphine was re-
165 administered I performed the biopsy procedure, and SiLa was once again back in my
166 hands. Unfortunately Simone died the next day, most certainly from the chemotherapy;
167 but Simone will be immortal, and her contributions will be remembered long after her
168 death! As for Avery, I feel bad that s/he is apparently living in a shelter or whatever, but
169 Avery got the money s/he demanded.

170 After I got Simone's sample and confirmed my original findings, I realized that I would
171 need a better lab space - keeping the cells at New Mexico College Hospital was a legal
172 mess waiting to happen. I hid them in the lab until I could pay a private facility to store
173 them while I lined up investors. On June 1, 2010, I finally found the financing I was
174 looking for and SiLa, Inc. was born. I quit working at New Mexico College Hospital the
175 following week. For all of her/his hard work, I gave Nurse Darcy a good letter of
176 recommendation to a company run by a couple of my medical school classmates. The
177 Oncology ward has very high nursing turnover, and s/he was ready to leave New
178 Mexico College Hospital after all of this, too. To protect my intellectual property, I
179 obtained a patent for the SiLa cells and licensed it to the Company. To date we have
180 raised over \$56 million dollars in venture capital and we are only a year or two away
181 from starting trials in rats with the reprogrammed SiLa cell. What a turnaround; like I
182 said, sometimes you have to hit bottom before you rise to the top.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add. The material facts are true and correct.

Signed,
Shea Harrison, MD
SHEA HARRISON, MD

SIGNED AND SWORN to before me at 8:00 AM
on the day of this round of the 2012 New Mexico Mock Trial Competition.

Molly Johnson Giger
Molly Johnson Giger, Notary Public
State of New Mexico

My Commission Expires: November 1, 2012

STATEMENT OF QUINCY JÖNZ, MD

1 My name is Quincy Jönz. I am 49 years old, and I am a psychiatrist specializing in
2 addiction and eating disorders. I am a founder and principal of IC9 LLC, a team of nine
3 neurologists, psychiatrists, neurosurgeons, and counselors based in downtown Rye.
4 The "IC" stands for "Intra-Cranial," because we're all brain doctors. Catchy, isn't it? IC9
5 provides consulting services for a wide variety of business and research institutions. For
6 example, lots of organizations want grant money for research or drug testing but don't
7 have staff to perform competency examinations or administer psychiatric or neurological
8 tests. No problem! We do, and we even have our own EEG, MRI and fMRI machines on
9 which they can rent time. IC9 also receives grant funding of its own. In fact, I'm the lead
10 investigator in a study funded by Castle Sugar, Inc. into whether its energy drinks are
11 really addictive, or whether that's just a spurious rumor spread by jealous competitors.
12 We are still collecting data.

13 We also frequently serve as expert witnesses in both civil and criminal cases. Dr.
14 Woodly is the only forensic psychiatrist in the team, but she trained the rest of us in the
15 basics, and we have all testified at least once in court. I have testified in a couple dozen
16 cases, sometimes on addiction as a mitigating factor, but five or six times on
17 competence issues. I charge \$350/hr for my time. I don't know which side I have
18 testified more frequently for, because I'm focused on my issue, not what it means to the
19 case.

20 I received Bachelor's and Master's degrees in anthropology from the University of
21 Chicago, but I left the program when my doctoral thesis was rejected. Thankfully,
22 though, I had met all kinds of interesting people abroad when I was working on my
23 Masters. One of them had friends in Colombia and - presto! - I was in med school at the
24 Universidad Pontificia Bolivariana in Medellín. I had a blast in South America, but after I
25 graduated in 1990, I wanted to come back to the States. Luckily, there was an opening
26 at the Rosewater Clinic, a prestigious medical think tank. They were doing some early
27 studies with first-generation ADHD medication, which was basically amphetamines, and
28 I had done research in Colombia in a clinical trial to measure the degree to which a
29 substance is addictive. It was a natural fit, and I started post-graduate work there just a
30 couple of weeks after my white coat ceremony.

31 I met Shea Harrison in my second year at Rosewater. Shea joined up as a pathologist.
32 Shea isn't exactly a people person, but if you needed something done, Shea was the
33 best. Rosewater had a lot of rules, and a lot of them were silly. Shea realized that, too,
34 and we worked together to do path-breaking work in addiction physiology. It was a real
35 downer when Shea got the boot on some overblown forgery claim. S/he was generating
36 the best data Rosewater had seen in years.

37 After a couple of years in research, in 1996 our grant ran out, and I joined Shea at New
38 Mexico College Hospital. Big mistake! The psych department there is run by Blaine
39 Davis, who invented half the techniques we use, but who quite frankly is older than dirt.
40 The whole place was run like it was *Leave it to Beaver*. All the men wore ties, and the

41 women had to wear skirts. Everything was “sir” this and “ma’am” that. But what
42 bothered me the most was that their practices were years out of date. Psychiatry is a
43 fast-moving field, and we’re learning more about the human mind every day. Tests that
44 got the job done in 1980 are ancient history now, but Davis insisted on them. Like the
45 MMSE, which is a fine test, and was state of the art in its time.

46 Competence is a binary question: you either are competent to make a particular
47 decision or you’re not. The level of competence we require varies based on the
48 decision: to decide to take or refuse a Tylenol, the standard is low, but for a transplant,
49 the bar is much higher. Regardless, every medical decision requires competence in four
50 distinct sub-areas: understanding of what the procedure is physically, appreciation of
51 what it means to the patient, reasoning whether to undergo it and expression of that
52 choice. Each of these pieces requires a different kind of mental ability, and the patient’s
53 reasoning can give insight into competence. For example, one patient may think God
54 will heal him and may refuse surgery for that reason. That person might be wrong, but
55 still competent, if he truly understands the procedure, appreciates the risk of non-
56 treatments, reasons and articulates that reasoning. But if a patient doesn’t want surgery
57 because he thinks the FBI will put a tracking device in him while he’s under anesthesia,
58 his decision is not based on understanding or appreciation of the procedure itself. That
59 said, even the paranoid person might still be competent to make a contract or write a
60 will. You can be competent for some things and not for others, or at one time and not
61 others.

62 Unfortunately, the MMSE focuses on intact verbal skills, which overvalues expression
63 and underemphasizes the reasoning process. By contrast, the Montreal Cognitive
64 Assessment (MoCA) also tests visuo-spatial abilities, complex attention, and executive
65 function. Because the MMSE is testing only one thing, even if it tests it very well, it has
66 a much narrower range of outcomes. Because MoCA tests a wider range of abilities, it
67 is more sensitive to people who are competent but whose intact verbal skills are
68 impaired, and, critically, it also means that MoCA locates a patient within a much wider
69 band of possible outcomes, so a MoCA result tells you more. MoCA is simply a better
70 tool for assessing competence, and it’s been proven clinically superior in patients with
71 Huntington’s Disease, minimum cognitive impairment Alzheimer’s Disease, brain
72 tumors, and stroke. And that’s just the testing that has been done so far. The trend is
73 undeniable. Davis always said that there wasn’t enough data to support MoCA. There’s
74 no question that MMSE has the best volume of research behind it, but of course there
75 isn’t as much data for MoCA, when leading researchers like Davis refuse to try it! By
76 that logic, I’d have driven a shiny new horse and buggy here, instead of my Dodge
77 Viper.

78 So I didn’t stay too long at New Mexico College Hospital. After I started challenging Dr.
79 Davis at medical staff meetings and secretly taught the ER staff to use MoCA, an
80 investigation started into an “anonymous” tip that I was prescribing drugs over the
81 internet. I let things play out a little, but when they referred me to the Board of Medical
82 Examiners, I knew that was it. The allegations were totally false but I had gotten into a
83 bad practice of writing prescriptions for myself, and I knew that the Board would figure

84 that out sooner or later. It started with some diet pills, but those are basically speed, so I
85 was having trouble sleeping. Then I prescribed myself some sleeping aids, which made
86 me groggy, so I slipped and broke my foot. Then I needed some painkillers... anyway,
87 long story short, I was hooked on some things. I admitted my mistake to the Board and
88 resigned from New Mexico College Hospital. I reached out to some other folks having
89 similar problems bringing their hospitals' gray hairs into the 21st Century, and IC9 was
90 born. Now I'm my own boss and I'm making twice the cash. I've never looked back.

91 I was surprised to hear from Shea in April 2010. It had been a while. S/he sounded
92 really excited. S/he needed a competency exam, and s/he needed it fast. I told Shea no
93 problem. Then s/he said s/he needed it that Saturday, which was a huge problem,
94 because I had tickets to see the Crystal Method that night in Philly. But Shea offered to
95 sweeten the deal, and since I could use the extra money to buy plane tickets, I said
96 sure. Anything for an old friend, right?

97 When I got to Simone Langston's room on April 11, around 2:30 p.m., I could see
98 immediately why Shea wanted me there. Simone looked terrible. Her cheeks were
99 drawn, her skin was pale, her eyes had sunk into her head, and she had trouble
100 breathing. Even before I reviewed her chart, it was obvious that she was dying quickly
101 from something nasty. I wasn't surprised to see that it was lung cancer. That's why
102 you'll never see me smoking a cigarette.

103 Simone was too weak to go through a full psychiatric evaluation, and I had a plane to
104 catch, so I went straight to the MoCA. At first, it was a train wreck. She drew a square
105 instead of a cube, drew a smiley face instead of a clock, and she called the lion a kitty
106 cat and the rhinoceros a dinosaur. I was ready to leave then and there, but Shea
107 persuaded me to start over after the nurse stopped the morphine and dosed Simone
108 with 6 mg Naloxone. The more I thought about it, the more that made sense. I mean,
109 she wasn't in a different universe on any of her answers, and her opiate doses would be
110 enough to make anyone a little loopy.

111 Sure enough, the Naloxone cleared her right up. Opiates affect different people
112 differently, and opiate antagonists do, too. Clinical studies generally don't support
113 Naloxone doing what I saw it do. But for Simone Langston, the impact was incredible. In
114 a matter of minutes, life returned to her eyes and she was sharp as a tack. Even though
115 it did take longer than normal to complete the exam, Simone scored a 24. If you simply
116 follow the numbers and apply the MoCA guide that means that she was Moderately
117 Impaired and that she most likely lacked capacity. But that's why tests are administered
118 by professionals, not robots. Two of the questions that Simone missed had to do with
119 the day and date. In a patient who has been heavily medicated or who has been in the
120 hospital for a long time, losing track of time is quite common. I would have been
121 concerned if she had thought that it was still the 1980s, but she was only off by a few
122 days. That's not a serious cause for concern, clinically. Besides, even the MoCA
123 numbers put her at the very high end of Moderately Impaired, within the margin of error
124 for outright competence. With that said, based on my observations, she was not
125 impaired at all. That's why the test guide says "most likely" lacks capacity, not "lacks

126 capacity.” Some 24s are competent, and Simone wasn’t even a real 24. If you count the
127 questions she missed, she was a 26, and she acted like one. She was reasoning well
128 and was oriented and aware. I am confident, within a reasonable degree of medical
129 certainty, that she was competent, at least until the Naloxone wore off.

130 I know that Dr. Davis does not think that the MoCA result is valid, because s/he doesn’t
131 think that the Naloxone could have worked as well as it did. I have a lot of respect for
132 Dr. Davis despite our differences, and I generally trust Blaine’s tests. Dr. Davis and I
133 agree that the factors in Simone’s mental state were age, illness, and medication. She
134 was only in the hospital two months, so her age did not meaningfully change, and while
135 she certainly got sicker, there is no evidence that the cancer spread to her brain. So that
136 leaves medication, and morphine depresses mood and reduces competence. Moreover,
137 over time, patients build up drug resistance, so higher and higher doses are needed to
138 achieve pain relief. These higher doses also mean greater mental effects. But those
139 effects only last while the drug is being administered. If the drug is lessened or
140 counteracted, its suppressive effects fade, too. A patient whose opioids are reduced or
141 counteracted can very quickly rebound into (often painful) competence. And, of course,
142 Dr. Davis’s April 8 examination was an MMSE. If Simone Langston’s intact verbal skills
143 were suppressed by her high dose of morphine, the MMSE could give an artificially low
144 report.

145 Anyway, I finished my report immediately and recall Simone looking through the
146 consent form and agreement with a pen in her hand. This took place less than an hour
147 after Simone took the Naloxone. Even though I wasn’t paying close attention, it
148 appeared to me that Simone remained alert and competent. When Shea and the nurse
149 started talking to Simone about the biopsy procedure, I was really surprised to hear that
150 Simone was a Bona Valetudian but was consenting to a biopsy. When I was in medical
151 school, we stood by and watched more than one Valetudian pass away because he or
152 she refused a transfusion or didn’t want a test that we needed. I thought about saying
153 something, but Simone wasn’t my patient, she was Shea’s, and anyway, I had a plane
154 to catch. I packed my materials and took off. Can’t say I’m surprised to find myself here,
155 though. This is what happens when you mess around with people’s religion.

156

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add. The material facts are true and correct.

Signed,

Quincy Jönz, MD

QUINCY JÖNZ, MD

SIGNED AND SWORN to before me at 8:00 AM
on the day of this round of the 2012 New Mexico Mock Trial Competition.

Molly Johnson Giger

Molly Johnson Giger, Notary Public
State of New Mexico

My Commission Expires: November 1, 2012

EXHIBITS

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CONSENT FOR CHEMOTHERAPY



New Mexico College Hospital

55293 W 39th Avenue
Rye New Mexico 88009
voice 585.939.6161
fax 585.939.6162
e-mail info@nmch.org
web nmch.org

Department of Oncology

Oncologist: Reagan Caget, MD

DATE: February 22, 2010

Patient: Simone Langstone

DOB: 08/10/1936

ID: 0908076

READ THE FOLLOWING CAREFULLY:

- You are being asked to give your permission to participate in an experimental chemotherapy treatment that will be administered by New Mexico College Hospital through the care of Dr. Reagan Caget. Specifically, this treatment involves a combination of chemotherapy drugs that have not been used together in the past: Camptosar, Eloxatin, and Vectibix. Therefore, New Mexico College Hospital has deemed this treatment plan **experimental**. It is hoped that this chemotherapy treatment will retard the growth of your very aggressive and metastasized colon cancer.
- If you have any questions or concerns about this procedure, please ask Dr. Caget to provide further information so that you feel you are making as informed a decision as possible before signing this consent form.

GENERAL PROCEDURES:

- Over the course of the next **eight weeks**, you will be given the chemotherapy through intravenous (IV) delivery. The medication will be provided incrementally with dose depending on the schedule dictated by Dr. Caget. You will not need to ingest any pills. You will remain at New Mexico College Hospital as an inpatient until the chemotherapy schedule has been completed in full, unless unforeseen complications arise or you voluntarily withdraw from the program. No cell or tissue samples will be required, but you must have CT scans and MRIs from time to time in order to monitor the status of your colon cancer.

SIDE EFFECTS:

- As with any treatment involving chemicals, **there are side effects that may occur**. Because this particular treatment plan has been deemed experimental, New Mexico College Hospital and Dr. Caget cannot guarantee what particular discomforts you may feel. However, as with most forms of chemotherapy, you may experience the following symptoms: depression of the immune system; fatigue; bruising; nausea;

and hair loss. Unlike with chemotherapy of the past, there have been no reported instances of psychosis or night terrors with the particular combination of chemotherapy drugs associated with this treatment plan.

COSTS

- This treatment is not part of a formal clinical trial and New Mexico College Hospital is in no way or form responsible for the cost associated with this treatment. You or your insurance company will be responsible for medical costs associated with receiving this chemotherapy. If you have insurance, your insurance company may or may not pay for these costs. If you do not have insurance, or if your insurance company refuses to pay, you will be required to pay.

VOLUNTARY PARTICIPATION / WITHDRAWAL FROM TREATMENT

- Participation in this treatment is voluntary. While it is strongly recommended that you do not stop the chemotherapy once the course has started, you will, at all times, retain the ability to cease participation for any reason. Written notification must be provided to hospital staff if you no longer wish to continue to receive treatment.

AGREEMENT OF DECISION TO PARTICIPATE

I have read and comprehended this consent form. This experimental treatment plan has been explained to my satisfaction and all of my questions relating to the proposed chemotherapy, including the risks and discomforts, and side effects have been answered. I also affirmatively state that I have the capacity and ability to enter into this treatment plan willfully and knowingly. Based on this information, I voluntarily agree to give permission (consent) for me to take part in the proposed experimental chemotherapy treatment.

Simone Langston

Signature of Participant

Feb. 22 2010

Date

Simone Langston

Printed Name of Participant

DENIAL OF TREATMENT FORM



New Mexico College Hospital

55293 W 39th Avenue
 Rye New Mexico 88009
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 e-mail info@nmch.org
 web nmch.org

Department of Oncology
 Oncologist: Reagan Caget, MD

DATE: February 22, 2010
 Patient: Simone Langstone
 DOB: 08/10/1936
 ID: 0908076

PLEASE COMPLETE THE FOLLOWING IN YOUR OWN WORDS DESCRIBING THE TYPES OF TREATMENT AND PROCESSES YOU **DO NOT** WISH TO RECEIVE. THIS FORM CAN BE COMPLETED IN ANY LANGUAGE. IF YOU NEED A TRANSLATOR ONE WILL BE PROVIDED FREE OF CHARGE BY NEW MEXICO COLLEGE HOSPITAL.

I, Simone Langston, do NOT wish to receive the following types of treatments and procedures associated with the medical care I am receiving from New Mexico College Hospital with respect to my colon and lung cancer because of my religious beliefs in the Temple of Bono Valetuda:

1. the taking of anything from my body
2. any tests that require blood
3. any other tests that use needles of any kind
4. _____
5. _____

My physician explained to me the benefits of receiving such treatment which include:

being able to better monitor my sickness and the effects of the treatment I did consent to

Despite any recommendations made by my physician, I freely and of sound mind refuse to consent to any of the treatments listed above.

Simone Langston
 NAME

Feb. 22, 2010
 DATE

Simone Langston
 SIGNATURE

AGREEMENT FOR RIGHTS TO SILA AND CONSENT TO BIOPSY

This Agreement shall be deemed effective as of April 11, 2010 by and between Simone Langston (“Seller”) and Dr. Shea Harrison (“Buyer”).

RECITALS

WHEREAS: Seller possesses a special type of colon cancer, whereby the tumor cells have mutated and metastasized (such mutated and metastasized cells are herein referred to as “SiLa”);

WHEREAS: SiLa has been determined to have the ability to attack and destroy other cancer cells located in Seller’s body;

WHEREAS: Buyer seeks to obtain the rights to SiLa in order to conduct additional research in the hopes of reprogramming SiLa so that it can be used and marketed as a novel cancer-fighting drug; and

WHEREAS: In order to ensure that Seller (patient) provides to Buyer (physician) her full and informed consent to the biopsies required in order to obtain SiLa, Buyer hereby informs Seller of the following:

- The procedure to be performed is a **Fine Needle Aspiration (FNA) biopsy** of Seller’s left lung. This is a routine procedure whereby a 22-gauge needle will be inserted into the core of your tumor under fluoroscopic (light) guidance, and a tissue sample will be obtained. This procedure will be done while you are mildly sedated with morphine but you will remain awake. You may feel pressure, and a brief sharp pain when the needle touches the lung tissue. Most patients do not experience severe pain. The needle is withdrawn when enough tissue has been obtained. The entire procedure takes 30 to 60 minutes.
- All alternatives to obtaining the tissue samples as needed to provide Buyer with SiLa involve procedures which are more invasive than this FNA procedure and involve more significant complications.
- If you have any questions or concerns about this procedure or with any issue discussed today, please ask Buyer/physician to provide further information so that you feel you are making as informed a decision as possible before signing this Agreement and providing your consent at the end of this document.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be

legally bound hereby, agree as follows:

1. Seller's Obligations. Seller agrees to allow Buyer to have the exclusive rights to SiLa for the purposes of medical research and commercial distribution. Seller, in full awareness of her religious beliefs, agrees to allow Buyer to obtain biopsies of the tumors located in her lung containing SiLa. In addition, this agreement provides full and informed medical consent for the aforementioned biopsies. Seller agrees that the biopsies are to occur immediately after executing this agreement. Seller agrees to allow Buyer to perform said biopsy.
2. Buyer's Obligations. Buyer agrees to purchase rights to SiLa for \$200,000 to be paid directly to Simone Langston, or if Simone Langston dies, to her sole heir, Avery Langston, within in 10 days of the execution of this agreement. If Buyer fails to provide full payment within the stated period of time, this agreement will be deemed null and void.
3. Term. The term of this Agreement shall be indefinite from date of execution.
4. Royalties and Dividends. No royalties or dividends will be paid to Seller at any point now or in the future for any and all financial gain realized through the commercial marketing, sale, and distribution of SiLa by Buyer.
5. Entire Agreement. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, oral or written. In addition, this Agreement supersedes any and all agreements, waivers, refusals and consent forms executed by Seller to any medical care provider that contradict the terms of this Agreement. This Agreement may be amended only in writing by an instrument signed by each party.
6. No Partnership. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the parties or their respective successors or assigns.
7. Section Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
8. Governing Law and Dispute Resolution. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of New Mexico and any and all disputes that may arise hereunder shall be resolved in a court of competent jurisdiction sitting in Rye County, New Mexico. In the event of any dispute under this Agreement, the non-prevailing party shall pay to the prevailing (or substantially prevailing) party all costs of dispute, including without limitation its reasonable attorney's fees and court costs.

9. Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

10. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of nature or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and/or have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

Seller: Simone Langston

Buyer: Dr. Shea Harrison

Simone Langston

Shea Harrison

Witness: Darcy Hernandez

Darcy Hernandez

RADIOLOGY REPORT



New Mexico College Hospital

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e-mail info@nmch.org
web nmch.org

Department of Radiology
Oncologist: Jayne Ratkin, MD

DATE: February 15, 2010
Patient: Simone Langstone
DOB: 08/10/1936
ID: 0908076

A. Procedure

- a. Spiral CT Scan – Abdomen/Pelvis and Lung
 - Use of X-rays to visualize the internal organs of the body. This is a non-invasive, fairly low-risk imaging modality that is tolerated well by patients.

B. Radiologic Findings

- a. No obvious organ damage or source of internal bleeding; however, there is marked circumferential thickening of the cecum (Figure 1). The bowel wall has a low-attenuation component (Figure 1), which is due to necrosis. There is also stranding of the pericolic fat, a finding suggestive of tumor invasion through the wall. Biopsy via colonoscopy is needed to confirm the diagnosis of colon cancer.
- b. In addition to the lesion identified in the colon, two nodules were discovered in the lungs (Figures 2 and 3, below). The hilar mass (Fig 2) is estimated to be approximately 7.42 cm in greatest dimension. The peripheral mass (Fig 3) is estimated to be approximately 4 cm in greatest dimension. These opacities seem to suggest metastatic cancer; biopsy via fine needle aspiration (FNA) is needed to confirm the diagnosis.

C. Diagnosis

- a. Colon cancer – biopsy needed to confirm diagnosis.
- b. Several lung tumors, suggestive of metastatic cancer – biopsy needed to confirm diagnosis.

D. Recommendations

- a. Colonoscopy with biopsy
- b. Lung FNA biopsy

Radiologist: *Jayne Ratkin*



New Mexico College Hospital

55293 W 39th Avenue
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e-mail info@nmch.org

web nmch.org

Department of Radiology

Oncologist: Jayne Ratkin, MD

DATE: March 31, 2010

Patient: Simone Langstone

DOB: 08/10/1936

ID: 0908076

A. Procedure

- a. Spiral CT Scan – Lung
 - Use of X-rays to visualize the internal organs of the body. This is a non-invasive, fairly low-risk imaging modality that is tolerated well by patients.

B. Radiologic Findings

- a. A repeat CT scan of the lung was performed to evaluate the size of the hilar mass discovered on February 14, 2010. The tumor was originally estimated to measure 7.42 cm in greatest dimension (Fig 1 – below right). The latest CT scan shows that the left hilar tumor has shrunk considerably, now measuring 2 cm in greatest dimension (Fig 1 – below left).

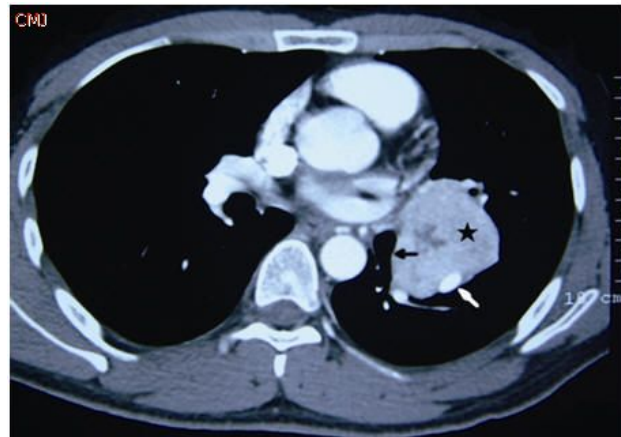
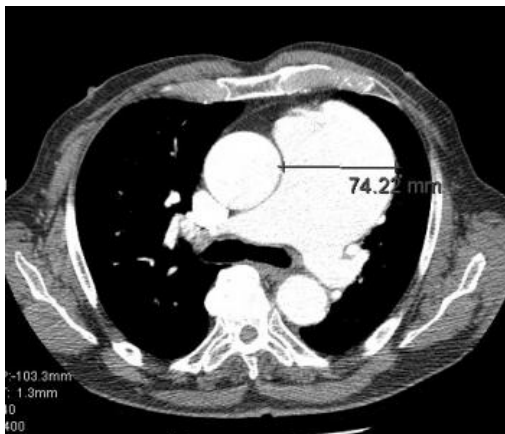


Figure 1. Comparison CT scans of the chest showing a left hilar mass (Feb 14, 2010) measuring 5 cm, and the same hilar mass measuring 2 cm 1.5 months later (Mar 31, 2010). LUNG CANCER IS REDUCING IN SIZE.

C. Diagnosis

- a. Possible diminishing lung cancer.

D. Recommendations

- a. Lung FNA biopsy.

Radiologist: *Jayne Ratkin*

PATHOLOGY REPORT

**New Mexico College Hospital**

55293 W 39th Avenue
Rye New Mexico 88009
voice 585.939.6161
fax 585.939.6162
e-mail info@nmch.org
web nmch.org

Department of Pathology**Oncologist: Shea Harrison, MD**

DATE: February 22, 2010

Patient: Simone Langstone

DOB: 08/10/1936

ID: 0908076

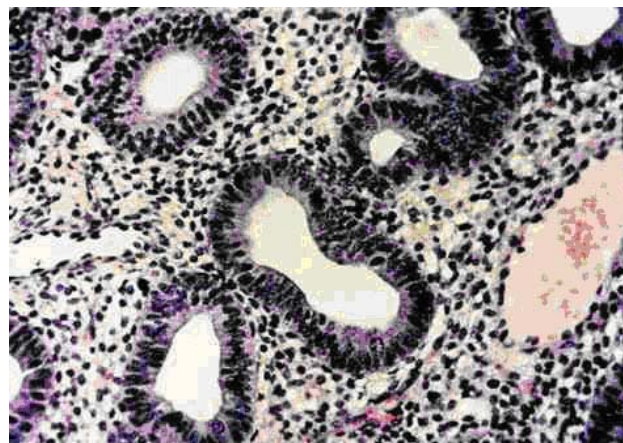
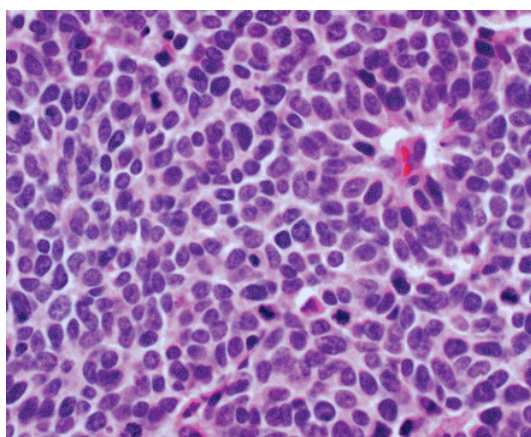
A. Procedure

a. Fine Needle Aspiration (FNA) of the lung

- A routine procedure with very little risk to the patient. A 22-gauge needle is inserted into the core of the tumor under fluoroscopic (light) guidance, and a tissue sample is obtained. In this case, two tissue samples were obtained from two different regions of the left lung.

B. Pathologic Findings

- a. Two tissue samples were obtained from the left lung. The first biopsy was taken from a hilar mass approximately 7 cm in diameter as measured by radiology. The second biopsy was taken from an 8 cm mass, as measured by radiology, in the periphery of the left upper lobe. The histological findings from the biopsies, using light microscopy, are shown in Figures 1 and 2. The biopsies showed two different types of lung cancer invading the lung. One type was small-cell carcinoma, which was the predominant cell in the hilar lung mass. The second type of cell was metastatic adenocarcinoma from the colon, which was found predominantly in the peripheral mass; however, several adenocarcinoma (colon cancer) cells were noted in the hilar mass.



Figures 1, 2. Hematoxylin – Eosin (H&E) stain of the cells from the left hilar lung mass showing high cellularity, frequent mitoses, and small-cells with scant cytoplasm, demonstrating small-cell carcinoma (Fig 1) LUNG CANCER. H&E stain of cells from the peripheral nodule in the left upper lobe showing somewhat enlarged glandular cells with slightly enlarged nuclei exhibiting moderate pleomorphism and hyperchromasia, indicating adenocarcinoma (Fig 2).

- b. Using electron microscopy (EM), the FNA tissue sample from the hilar mass was inspected with greater scrutiny. With this modality, it appeared as if the adenocarcinoma cells were inducing apoptosis (“cellular suicide”) of the small-cell cancer cells, shown in Figure 3 below.

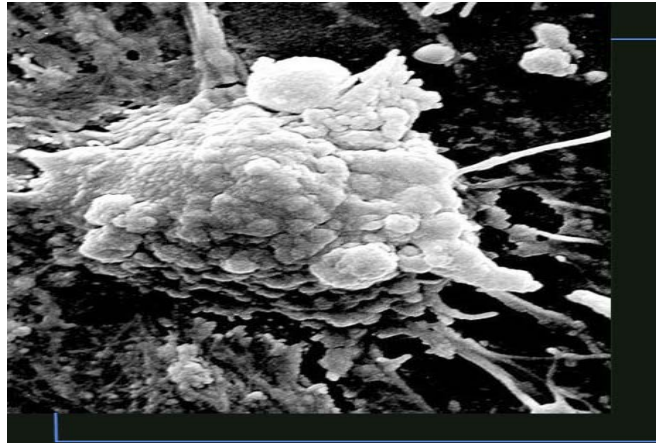


Figure 3. Electron Microscopy (EM) of SiLa cells causing apoptosis (“cell suicide”) of small-cell carcinoma cells of the lung.

C. Diagnosis

- D. This is an interesting and rare case of two types of lung cancer co-existing simultaneously. The primary cancer of the lung is small-cell carcinoma, which exists solely in the left hilar mass. The secondary cancer of the lung is metastatic colon cancer, which exists predominantly in the periphery of the lung, but also seems to be resulting in apoptosis (“cell suicide”) of the primary cancer cells in the hilar mass.

E. Prognosis

- a. Both metastatic colon cancer and small-cell carcinoma of the lung carry a poor prognosis with expected lifespan of only a few months from time of diagnosis. However, in evaluating the unusual and unexpected activity of the adenocarcinoma cells against the small-cell carcinoma cells, the prognosis of the patient seems slightly improved. It seems as if the one cancer is attacking and killing the other.
- b. In reviewing the literature on lung cancer, there are no prior case reports of cancer cells from one type of cancer destroying the cancer cells of another type of cancer, making this a unique and unprecedented case. As such, these cancer-killing cells, or SiLa cells, as they should be referred to in all future research, represent a very important discovery. **SiLa could possibly be a breakthrough for research pertaining to a noninvasive cure for cancer.** A vaccination could also be derived.

F. Recommendations

- a. Obtain additional tissue samples via FNA from the hilar mass to evaluate the regression of the tumor and the depletion of the small-cell carcinoma cells. More importantly, these samples can be used by researchers across the globe to find a novel cure for cancer.
- b. Obtain additional radiologic images to evaluate the reduction in size of the hilar mass.

Pathologist: *Shan*

EXCERPT FROM HOSPITAL POLICIES AND EMPLOYEE MANUAL-2010

Hospital Policy: Religion
Page 10

Section 3.0: Religion

New Mexico College Hospital was founded on the historical and truly American tenet of religious freedom. Hand in hand with this right comes the right of separation of church and state. New Mexico College Hospital prides itself on the fact that we are not associated with any religious denomination nor any government or municipal entity.⁵ New Mexico College Hospital willingly accepts all patients regardless of their belief systems and is an equal opportunity employer. New Mexico College Hospital believes that religious freedom ultimately leads to an environment where both our employees and patients feel comfortable giving and receiving care.

Therefore, New Mexico College Hospital has indoctrinated the following general policies of the American Medical Association, as modified and as follows:

- **Continued Support of Human Rights and Freedom:** New Mexico College Hospital affirms (1) to support the dignity of the individual, human rights and the sanctity of human life, and (2) to oppose any discrimination based on an individual's sex, sexual orientation, gender identity, race, religion, disability, ethnic origin, national origin or age and any other such reprehensible policies.
- **Nondiscrimination Policy.** New Mexico College Hospital affirms that it has not been its policy now or in the past to discriminate with religious belief and/or identity.
- **Civil Rights Restoration.** New Mexico College Hospital reaffirms its long-standing policy that there is no basis for the denial to any human being of equal rights, privileges, and responsibilities commensurate with his or her individual capabilities and ethical character because of an individual's sex, sexual orientation, gender identity, race, religion, disability, ethnic origin, national origin, or age.

In addition, New Mexico College Hospital has mandated the following requirements for all physicians when providing care to patients who hold any religious beliefs that prevent or inhibit certain types of medical treatment:

1. Obtain patient consent for medical treatment by using the New Mexico College Hospital Standard Consent Form. This form should be modified according to department, physician and treatment sought before being signed by a patient.
2. Have patient complete a New Mexico College Hospital Standard Denial of Treatment Form. This form should be modified according to department and physician, but must be completed by the patient using her/his own words ensuring full comprehension of the denial of treatment. All fields must be completed before the form is signed by a patient.
3. Have a member of the New Mexico College Hospital Psychiatric Department perform a full competency exam to ensure that the patient has the legal capacity to execute the New Mexico College Hospital Standard Consent Form and the New Mexico College Hospital Standard Denial of Treatment Form. This exam must be completed before any forms are completed and/or signed.

⁵ Please note that New Mexico College Hospital does receive grant funding from the federal and state government for medical research endeavors.

MEDICATION ADMINISTRATION RECORD



New Mexico College Hospital

55293 W 39th Avenue
 Rye New Mexico 88009
 voice 585.939.6161
 fax 585.939.6162
 e-mail info@nmch.org
 web nmch.org

Department of Oncology

Oncologist: Reagan Caget, MD

Patient: Simone Langston

Medical Record #: 0908076

DOB: 08/10/1936

Wt: 60 kg

Ht: 65 in

DATE	TIME	MEDICATION	DOSE	ROUTE	RATE	AUTHORIZED
2/15/10	13:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/1 min	Dr. Caget
2/17/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/1 min	Dr. Caget
2/19/10	13:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/ 1 min	Dr. Caget
2/21/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/ 1 min	Dr. Caget
2/23/10	13:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/1 min	Dr. Caget
2/25/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/1 min	Dr. Caget
2/27/10	13:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/ 1 min	Dr. Caget
3/01/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/1 min	Dr. Caget
3/03/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.3 mg/1 min	Dr. Caget
3/04/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.3 mg/1 min	Dr. Caget
3/05/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.3 mg/1 min	Dr. Caget
3/06/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.3 mg/1 min	Dr. Caget
3/07/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.3 mg/1 min	Dr. Caget
3/08/10	01:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.3 mg/1 min	Dr. Caget
3/09/10	00:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.3 mg/1 min	Dr. Caget
3/10/10	22:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.4 mg/1 min	Dr. Caget
3/11/10	21:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.4 mg/1 min	Dr. Caget
3/12/10	20:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.4 mg/1 min	Dr. Caget
3/13/10	19:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.4 mg/1 min	Dr. Caget
3/14/10	18:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.4 mg/1 min	Dr. Caget
3/15/10	16:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.5 mg/1 min	Dr. Caget
DATE	TIME	MEDICATION	DOSE	ROUTE	RATE	AUTHORIZED

3/16/10	14:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.5 mg/1 min	Dr. Caget
3/17/10	12:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.5 mg/1 min	Dr. Caget
3/18/10	10:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.5 mg/1 min	Dr. Caget
3/19/10	08:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.5 mg/1 min	Dr. Caget
3/20/10	06:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.5 mg/1 min	Dr. Caget
3/21/10	03:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/22/10	00:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/22/10	21:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/23/10	18:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/24/10	15:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/25/10	12:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/26/10	09:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/27/10	06:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/28/10	03:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/29/10	00:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/29/10	21:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/30/10	18:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
3/31/10	15:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/01/10	12:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/02/10	09:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/03/10	06:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/04/10	03:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/05/10	00:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/05/10	21:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/06/10	18:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/07/10	15:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/08/10	12:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1.6 mg/1 min	Dr. Caget
4/10/10	00:00	Morphine Sulfate	2000 mg/1 bag NS*	IV	1 mg/1 min	Dr. Caget
4/11/10	15:00	Morphine Sulfate	Discontinued	*****	*****	Hernandez RN
4/11/10	15:00	Naloxone	6 mg	IM	n/a	Dr. Caget
4/11/10	16:00	Morphine Sulfate	2000 mg/1bag NS*	IV	1 mg/1 min	Dr. Caget

MINI-MENTAL STATE EXAMINATION (MMSE)-02/10



New Mexico College Hospital

55293 W 39th Avenue
 Rye New Mexico 88009
 voice 585.939.6161
 fax 585.939.6162
 e-mail info@nmch.org
 web nmch.org

Department of Psychiatry

Oncologist: **Blaine Davis, MD**

DATE: February 22, 2010
 Patient: Simone Langstone
 DOB: 08/10/1936
 ID: 0908076

CATEGORY	POSSIBLE POINTS	SCORE	COMMENTS
Orientation to time	5	4	Patient was able to identify the year, season, month, day, but not date.
Orientation to place	5	5	Perfect identification of location of residence.
Registration	3	3	Perfect registration of three items located in room.
Attention and calculation	5	4	Patient had minimal difficulty on reverse spelling exercises.
Recall	3	2	Patient had minimal difficulty remembering registration items.
Language	2	2	Perfect understanding of language examples.
Repetition	1	1	Perfect ability to repeat phrases as stated.
Complex commands	6	4	Patient had moderate difficulty with complex commands including object drawing.
TOTAL SCORE: 25	COMMENTS: Patient, while struggling with complex commands aspect of the test, appears to have full command of mental faculties. Patient, however, did display warning signs of potential future problems, especially when accounting for current illness (advanced cancers) as well as current medication (morphine) and proposed aggressive chemotherapy. Patient currently has legal mental capacity to make decisions regarding medical care. It is recommended that the patient's mental state be monitored closely over the coming weeks to ensure capacity remains intact.		

STANDARD SCORE KEY

25-30	Effectively Normal – Legal Capacity
21-24	Slightly Impaired – Most Likely Lacks Legal Capacity
10-20	Mostly to Moderately Impaired – Lacks Legal Capacity
≤ 9	Severely Impaired – Lacks Legal Capacity

Attestation: I, the undersigned, having followed all New Mexico College Hospital procedures, hereby attest that the above results of the administered Mini-Mental State Examination are true and accurate to the best of my professional ability.

Blaine Davis, MD

Signature

MINI-MENTAL STATE EXAMINATION (MMSE)-08/10



New Mexico College Hospital

55293 W 39th Avenue
 Rye New Mexico 88009
 voice 585.939.6161
 fax 585.939.6162
 e-mail info@nmch.org
 web nmch.org

Department of Psychiatry

Psychiatrist: Blaine Davis, MD

DATE: April 8, 2010

Patient: Simone Langstone

DOB: 08/10/1936

ID: 0908076

CATEGORY	POSSIBLE POINTS	SCORE	COMMENTS
Orientation to time	5	0	Patient was not able to identify time at all.
Orientation to place	5	2	Patient was only able to state that she was in a hospital in Rye.
Registration	3	2	Patient had difficulty identifying items in room. Took extended period of time to generate 2 correct answers.
Attention and calculation	5	2	Patient had moderate to severe difficulty in reverse spelling exercise.
Recall	3	2	Patient had moderate difficulty remembering items.
Language	2	1	Patient displayed moderate difficulty understanding language examples.
Repetition	1	1	Perfect ability to repeat phrases as stated.
Complex commands	6	2	Patient had extreme difficulty with complex commands including object drawing.
TOTAL SCORE: 12	COMMENTS: Patient, unfortunately, over the course of seven weeks has shown a tremendous depletion of mental capacity. Patient was not even able to recall my previous assessment of her mental capacity. Patient categorically no longer has the legal capacity required to make decisions regarding her medical treatment. Such results are most likely the effect of her heavy morphine regimen and aggressive chemotherapy. Prognosis of patient's ability to regain capacity prior to imminent death highly unlikely, if not impossible. Appointment of guardian recommended.		

STANDARD SCORE KEY

25-30	Effectively Normal – Legal Capacity
21-24	Slightly Impaired – Most Likely Lacks Legal Capacity
10-20	Mostly to Moderately Impaired – Lacks Legal Capacity
≤ 9	Severely Impaired – Lacks Legal Capacity

Attestation: I, the undersigned, having followed all New Mexico College Hospital procedures, hereby attest that the above results of the administered Mini-Mental State Examination are true and accurate to the best of my professional ability.

Blaine Davis, MD

Signature

MONTREAL COGNITIVE ASSESSMENT (MOCA)



312 Blvd. of the Allies Suite 718
Pittsburgh, Pennsylvania | 15422

412.555.1988 | f: 412.555.1989
www.ic9.com



Date: April 11, 2010
 Subject: Simone Langstone
 DOB: 08/10/1936
 Location: New Mexico College Hospital – Rye
 Gender: Female
 Education: Some High School

Category	Possible Points	Score	Comments
Visuospatial/Executive	5	4	Subject was able to execute line sequencing drawing task, draw a cube, and a clock. Handwriting was weak and wavering.
Naming	3	2	Subject was able to identify all animals, except for llama, mistook for an alpaca.
Attention	6	5	Flawless ability to repeat numerical sequences backwards and forwards. Read letters adequately. Moderate difficulty with subtraction exercise.
Language	3	3	Subject displayed full command over ability to repeat phrase read by tester. Strong letter fluency.
Abstraction	2	1	Subject had some problems associating a watch to a ruler.
Delayed Recall	5	5	Subject displayed minimal difficulty recalling word list from the beginning of examination.
Orientation	6	4	Subject was able to identify the year, month, city and place. Unable to state date or day.
TOTAL SCORE: 24	COMMENTS: Test subject upon initial contact appeared borderline catatonic. Hospital staff administered 6mg of Naloxone to counteract effects of morphine. After effects of Naloxone were realized, I administered the MoCA. Such course of action ensured that the mental state of the subject was accurate and not masked by narcotics. Subject displayed amazing clarity and cognitive ability, especially when considering advanced stage of cancer. Understandably, subject had a difficulty with orientation to time considering weeks of morphine course administered intravenously. Therefore, subject would most likely have scored a 26 on the MoCA. As a result, I have no issues deeming this individual competent to make decisions regarding medical care and execute complex agreements.		

STANDARD SCORE KEY	
26-30	Effectively Normal – Legal Capacity
19-25	Moderately Impaired – Most Likely Lacks Legal Capacity
0-19	Greatly Impaired – Lacks Legal Capacity (i.e. Alzheimer's)

Attestation: I, the undersigned, hereby attest that the above results of the administered MoCA are true and accurate to the best of my professional ability.

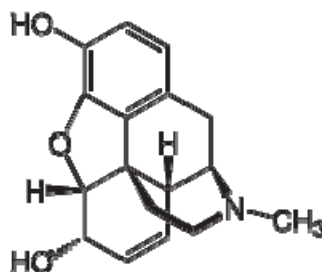
C. Jones, MD

DRUG FACT SHEET-MORPHINE SULFATE

- *Origin* –most common alkaloid obtained from opium, which is the dried sap of unripe poppy seeds. Though it was officially discovered in 1804, historical records indicate that people have known about the effects of opium since Byzantine times. Morphine was first manufactured for commercial sale and medical use in 1827.
- *Indications* –prototypical analgesic medication that serves as a benchmark for which other analgesic medications are compared for potency. It is used medically to reduce severe pain and suffering (i.e., promotes analgesia). Other indications include cough suppression and anti-diarrheal.
- *Mechanism of Action* – acts directly on the central nervous system (CNS) by binding to mu receptors on neurons and inhibiting the release of stimulating neurotransmitters. Morphine acts similarly to the natural endorphins found in the body by promoting decreased sensation of pain.
- *Uses* – mainly for palliation of pain, including pain associated with myocardial infarction (heart attack), kidney stones, severe back pain, sickle cell crisis, cancer, etc. Morphine has also been used as a vehicle for physician-assisted suicide (legal only in Oregon) in patients with terminal illness.
- *Recommended Dosage* – based on weight in kg and intravenous (IV) rate of administration. Standard dose = 2000mg/1 bag normal saline (NS)

Weight (kg)	Recommended Rate – IV (mg/min)	Maximum Rate- IV (mg/min)
40	0.5	1.1
60	1	1.6
80	1.5	2.1

- *Side Effects* – very high potential for addiction both physically and psychologically. Additionally, patients quickly develop tolerance to the drug and require increasing doses in order to maintain the analgesic effects. Morphine is associated with a severe but non-lethal withdrawal syndrome involving diarrhea, cravings, goose bumps, tears, yawning, perspiration, runny nose, achy bones and muscles, etc. Constipation is a less severe but highly unpleasant side effect associated with being on the drug. Altered mental status and diminished mental capacity likely with high doses. Can make user more susceptible to suggested actions by others.
- *Metabolism* – largely metabolized by the liver. The half-life of morphine is 120 minutes, meaning that half of the original dose of morphine that was administered will be degraded after 120 minutes. Morphine is highly fat soluble, which is why it has such a long half life. Morphine will be effectively eliminated from the body after 480 minutes.

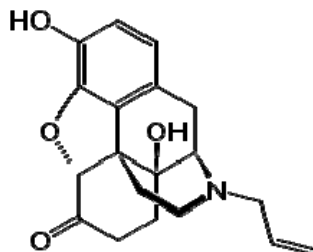


DRUG FACT SHEET-NALOXONE

- *Origin* –synthetic opioid receptor antagonist. It was developed in the 1960s in order to combat the effects of opioid ingestion (such as morphine). It has recently been suggested that it may also have some benefit when administered to a patient in septic shock.
- *Indications* –reversal of life-threatening central nervous system (CNS) and respiratory drive depression caused by opioid overdose. Also used for the complete or partial reversal from the effects of physician-administered opioid regimens (i.e., after surgery) in order to provide patient lucidity and clarity.
- *Mechanism of Action* – its chemical structure is similar to that of morphine and thus it acts as a competitive antagonist of morphine at the mu receptors in the CNS. It prevents morphine from binding to the receptor; therefore, morphine is unable to produce its effects on the body (i.e., analgesia).
- *Uses* –frequently used in the emergency department in order to reverse opioid overdoses in patients. Naloxone is also used on the wards in the hospital to quickly reverse the effects of morphine in patients being managed on long-term pain control regimens. This drug is also used by anesthesiologists following surgery to awake a patient out of a sedated state.
- *Recommended Dosage* – based on intramuscular (IM) dosage administration; weight is not a factor. Standard dose = 4mg/injection. Do not exceed 2 standard doses in one hour period. If reversal of opioid effects are not seen after 10 mg administered over a 2 hour period, opioid-induced toxicity should be suspected.

Weight (kg)	Standard Dose – IM (mg)	Maximum Dose - IM (mg)
40	4	8
60	4	8
80	4	8

- *Side Effects* –change in mood, nausea, vomiting, sweating, restlessness, increased sensation of pain, headache, seizure, chest pain, allergic reaction, fast heart rate, high blood pressure, etc.
- *Metabolism* –The half-life of each dose of Naloxone is approximately 30 minutes, meaning that half of the original dose of Naloxone that was administered will be degraded after 30 minutes. One standard dose of Naloxone (i.e. 4mg IM) generally lasts about 120 minutes before it is effectively eliminated from the body. A standard single dose of Naloxone generally remains effective for 45 mins. As the Naloxone degrades, its beneficial effects will also diminish correspondingly. Therefore, because the half-life of morphine is 120 minutes and the effective elimination of morphine takes 480 minutes, several 4mg injections may be needed in order to completely reverse morphine's effects.



LETTER AND CHECK TO AVERY LANGSTON

April 16, 2010

Avery Langston
6002 Meade St.
Rye, New Mexico 15208

RE: **Payment for Purchase of Rights to SiLa**

Dear Avery:

It is with a heavy hand and heart that I write this letter to you. All of us who had your mother touch our lives will mourn her for years to come. Although I cannot say that I really knew her well as a person, the limited interaction I had with her leaves me with an impression of a devote, caring and loving mother. I hope that your time of grieving allows you to celebrate the time you had with her amongst the sorry her loss will certainly cause.

However, you should appreciate the fact that because your mother allowed me to biopsy her cells and obtain the rights to SiLa, she will actually live on for decades, if not centuries to come. As much as she was a special person, her cells were and will always remain magical. The future of cancer research and medicine will never be the same. It is my hope and intention, as I write on my first page of new letterhead for SiLa, Inc., that my efforts will not be in vain and that SiLa will realize its full potential and defeat the world's greatest killer.


Per the agreement I made with your mother on April 11, 2010 (and as specifically requested by you), please find enclosed a personal check in the amount of \$200,000. I hope that it more than covers any medical expenses incurred and allows you to take a break and enjoy life as your mother would have wanted you to. I also hope you can forgive me for any disagreements we had in the past and take pride in my future work with SiLa. Maybe if I had agreed to pay your family earlier, a lot of unnecessary pain, mistrust and misdeeds could have been avoided. For this, I am truly sorry.

When SiLa becomes a household word in a few years and cancer becomes as easy to cure as the common cold, I hope you will smile every time "SiLa" is echoed. Your mother's cancer was actually a blessing in disguise.

Best regards,

Shea Harrison

Shea Harrison, MD
Chief Researcher, President & CEO

Dr. Shea Harrison 6875 Douglas Street Rye, NM 15217	666
	DATE <u>April 16, 2010</u>
PAY TO THE ORDER OF <u>Avery Langston</u>	\$ 200,000.00
<u>Two hundred thousand and zero cents XXX</u>	, DOLLARS
	
FOR <u>rights to Sila</u>	<u>Shea Harrison</u>
|: 885112745 |: 12966685931 12 || : 666	

RÉSUMÉ OF BLAINE C. DAVIS, MD

New Mexico College Hospital • Suite 320A • Rye, NM 15261

EDUCATION

Pennsylvania Hospital, Residency, Psychiatry (1970-1973); Chief Resident with Distinction (1974)

University of Pennsylvania, Philadelphia, PA, MD, 1970

High honors in psychiatry

Departmental honors in neurology, internal medicine

Temple University, Philadelphia, PA, B.S. Psychology, magna cum laude

Teodoro Donoso Prize – Awarded to best bachelor's thesis in the biological sciences

EXPERIENCE

New Mexico College Hospital, Rye NM, 1975-Present

Chief of Psychiatry, 1982-Present

Staff Psychiatrist, 1975-1982

Chair of Medicine, 1993-96

Blaine Davis Consulting Psychiatry, L.L.C., 2002-Present

Provides forensic and therapeutic psychiatric consulting services to individuals and organizations in need of same, leveraging three decades of professional experience to solve problems and provide **reliable, expert testimony in state and federal courts.**

New Mexico College Hospital, Adjunct Professor of Psychiatry, 1994-2004

PROFESSIONAL ASSOCIATIONS

American Psychiatric Association, Fellow, 1971-Present; Life Fellow, 2006-Present

Board Certified, Forensic Psychiatry, 1976-Present

Chair, Forensic Psychiatry Working Group, 1989-91

Editor, Journal of Forensic Psychiatry, 1987-2001 - Editor in Chief, 1999-2001

American Board of Forensic Examiners, 1983-Present

Chairman, Board of Governors, 1995-1997

William C. Pilgrim Award for Exceptional Contribution, 2003

American Board of Psychiatry and Neurology, 1992-Present

REPRESENTATIVE PUBLICATIONS

Capacity to Contract: A Growing Problem in an Aging Population, Psychology Today, June 2001

Dynamics of Competence and the Mini-Mental State Exam, Journal of Forensic Psychiatry, Summer 1994

The Mini-Mental State Exam: In Defense of an Old Friend, American Journal of Psychiatry, Jan. 2010

A complete list of publications and presentations is available upon request.

CURRICULUM VITAE OF QUINCY JÖNZ, MD

15 Horlick Minton Way • Rye, NM 15217

EDUCATION

New Mexico College Hospital, Residency, Psychiatry, 1992-1996

Honors: Asa Breed Honors Fellowship in Clinical Psychiatry, 1995-96

Universidad Pontificia Bolivariana, Medellín, Colombia, MD *cum laude*, 1990

Honors: Von Koenigswald Prize for Experimental Biopsychology for research into differential physiological impact of variations in benzoylmethylecgonine administration and concentration.

University of Chicago,

Master's Degree in Anthropology, 1987

Thesis: *Wampeters, Granfalloon and Foma: Comparative Views of the Divine in the Southern Caribbean Islands*

Bachelor's of Science in Anthropology, 1985

President, Inter-Fraternity Council

EXPERIENCE

IC9, L.L.C., Founder and Principal, 1998-Present

Provide addiction and eating disorder counseling and treatment in conjunction with the University of Rye's student health center and in private professional counseling facility. Consult with mental health professionals nationwide on addiction issues. Research addiction and eating disorder issues pursuant to grants from National Institutes of Health and private companies. Provide testimony on addiction, eating disorder and competence issues in state and federal courts and to other individuals and companies for grant acquisition and maintenance.

New Mexico College Hospital, Staff Psychiatrist, 1996-1998

Provided range of psychiatric diagnostic and treatment services to diverse patient population. Worked closely with nationally-recognized faculty to provide first-rate patient services.

Rosewater Clinic, Researcher in Clinical Psychiatry, 1990-1992

Researched effects of amphetamine compounds on muscular and skeletal formation and growth in anorexic and bulimic population. Published findings in *Nature*.

PUBLICATIONS

With Dr. Shea Harrison, *Vicious Cycles: Multifform Analysis of Parasympathetic Effects of Amphetamine Use in Patients Compromised by Eating Disorders*, *Nature*, 21 June 1992.

Competence and Testimony in the Narcotic Drug Abuser: Beware the Changes in Mental State, *American Journal of Psychiatry*, September 1998

The Silent Killer: What to Do With Your Anorexic Teen, Redbook, August 2002

The Montreal Cognitive Assessment: A Better Way to Quickly Assess Competence to Refuse Medical Treatment in Emergent Care Settings, Emergency Medicine Journal, December 2007

PROFESSIONAL ASSOCIATIONS

American Psychiatric Association, Fellow, 1996-Present

Drug Abuse Working Group, 1997-2004

Eating Disorder Working Group, 1998-Present

Montreal Cognitive Assessment Advisory Council, 2008-Present

The Association for Addiction Professionals, 1992-Present


National Eating Disorders Association, Board Member, 2001-Present; Honored Clinician, 2008

POST-IT© NOTE



\$200,000
and you got a
deal
A.L.

CHECK TO DARCY HERNANDEZ

Dr. Shea Harrison 6875 Douglas Street Rye, NM 15217		659
DATE <u>March 4, 2010</u>		
PAY TO THE ORDER OF <u>Darcy Hernandez</u>		\$ 500.00
<u>Five hundred and zero cents XXX</u>		. DOLLARS
		
FOR <u>just listening</u>	<u>Shea Harrison</u>	
: 885112745 : 12966685931 12 : 659		

LEGAL AUTHORITIES

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**TWENTIETH JUDICIAL DISTRICT COURT
COUNTY OF RYE
STATE OF NEW MEXICO**

AVERY LANGSTON AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE OF)	
SIMONE LANGSTON	)	No. NM-MT-12 CIV
Plaintiff,)	
	)	CV-2010-06040
vs.)	
)	
Shea Harrison, MD, SILA, INC., and)	
New Mexico College Hospital,)	
Defendants.)	

STATUTORY LAW

For purposes of the 2012 Gene Franchini Mock Trial Competition, the following sections of the Uniform Health-Care Decisions Act and restatement (second) of contracts have been adopted/modified as follows:

Uniform Health-Care Decision Act

"Capacity" means an individual's ability to understand and appreciate the nature and consequences of proposed health care, including its significant benefits, risks and alternatives to proposed health care and to make and communicate an informed health-care decision.

Restatement (Second) of Contracts: Capacity To Contract

(1) No one can be bound by contract who has not legal capacity to incur contractual duties. Capacity to contract may be partial and its existence in respect of a particular transaction may depend upon the nature of the transaction or upon other circumstances.

(2) A natural person who manifests assent to a transaction has full legal capacity to incur contractual duties thereby unless he is:

- (a) under guardianship, or
- (b) an infant, or
- (c) mentally ill or defective, or
- (d) intoxicated.

Comments:

1. *Total and partial incapacity.* Capacity, as here used, means the legal power which a normal person would have under the same circumstances. Incapacity may be total, as in cases where extreme physical or mental disability prevents meaningful

understanding or manifestation of assent to the transaction, or in cases of mental illness after a guardian has been appointed.

2. *Types of incapacity.* Historically, the principal categories of natural persons having no capacity or limited capacity to contract were married women, infants, and insane persons. Those formerly referred to as insane are included in the more modern phrase “mentally ill,” and mentally defective persons are treated similarly. Statutes sometimes authorize the appointment of guardians for habitual drunkards, narcotics addicts, spendthrifts, aged persons or convicts as in cases of mental illness.
3. *Inability to manifest assent.* In order to incur a contractual duty, a party must make a promise, manifesting his intention; in most cases he must manifest assent to a bargain. The conduct of a party is not effective as a manifestation of his assent unless he intends to engage in the conduct. Hence if physical disability prevents a person from acting, or if mental disability is so extreme that he cannot form the necessary intent, there is no contract. Similarly, even if he intends to engage in the conduct, there is no contract if the other party knows or has reason to know that he does not intend the resulting appearance of assent. In such cases it is proper to say that incapacity prevents the formation of a contract.

Illustrations:

- X, an aged person who suffers from severe dementia, agrees with Y, a competent adult, to sell his home to Y for \$100,000. X does not have a guardian, but is shown to have been incompetent at the time of the agreement. X dies shortly after the agreement is made. X’s estate need not sell X’s home, because X was not competent to make the agreement.
- P is mentally ill and under the legal guardianship of Q. During P’s hospitalization, he becomes ill, and refuses surgical treatment. Q agrees with P’s doctor, R, that the procedure is advisable and agrees that R should perform it. Shortly thereafter, P is medicated and regains competency. P refuses to pay R on the grounds that he did not agree to the surgery. R has the right to be paid; P is bound by his guardian’s decision, even if he would have made a different one had he been competent at the time.

Medical Care Availability and Reduction of Error (MCARE) Act: Informed Consent

- a) Duty of physicians. -- Except in emergencies, a physician owes a duty to a patient to obtain the informed consent of the patient or the patient’s authorized representative prior to conducting the following procedures:
 - 1) Performing surgery, including the related administration of anesthesia.
 - 2) Administering radiation or chemotherapy.
 - 3) Administering a blood transfusion.
 - 4) Inserting a surgical device or appliance.

- 5) Administering an experimental medication, using an experimental device or using an approved medication or device in an experimental manner.
- b) Description of procedure. -- Consent is informed if the patient has been given a description of a procedure set forth in subsection (a) and the risks and alternatives that a reasonably prudent patient would require to make an informed decision as to that procedure. The physician shall be entitled to present evidence of the description of that procedure and those risks and alternatives that a physician acting in accordance with accepted medical standards of medical practice would provide.
- c) Liability. -- A physician is liable for failure to obtain the informed consent only if the patient proves that receiving such information would have been a substantial factor in the patient's decision whether to undergo a procedure set forth in subsection (a). In that case, the physician has committed a medical battery.

**TWENTIETH JUDICIAL DISTRICT COURT
COUNTY OF RYE
STATE OF NEW MEXICO**

AVERY LANGSTON AS PERSONAL)	
REPRESENTATIVE OF THE ESTATE OF))	
SIMONE LANGSTON	)	No. NM-MT-12 CIV
Plaintiff,)	
	)	CV-2010-06040
vs.)	
)	
Shea Harrison, MD, SILA, INC., and)	
New Mexico College Hospital,)	
Defendants.)	

JURY INSTRUCTIONS

Before the commencement of the trial and its conclusion, the judge will instruct the jury how to apply the law to the evidence. Hypothetically, if the judge in your mock trial case were to provide instructions to the jury, they would look something like the following:

Role of the Jury.

Now that you have been sworn, I have the following preliminary instructions for your guidance as jurors in this case.

You will hear the evidence, decide what the facts are, and then apply those facts to the law that I will give to you.

You and only you will be the judges of the facts. You will have to decide what happened. I play no part in judging the facts. You should not take anything I may say or do during the trial as indicating what I think of the evidence or what your verdict should be. My role is to be the judge of the law. I make whatever legal decisions have to be made during the course of the trial, and I will explain to you the legal principles that must guide you in your decisions. You must follow that law whether you agree with it or not.

Moreover, although the lawyers may have called your attention to certain facts or factual conclusions that they thought were important, what the lawyers said is not evidence and is not binding on you. It is your own recollection and interpretation of the evidence that controls your decision in this case.

Finally, neither sympathy nor prejudice should influence your verdict. You are to apply the law as stated in these instructions to the facts as you find them, and in this way decide the case.

Sidebars.

During the trial it may be necessary for me to talk with the lawyers out of your hearing by having a bench conference. If that happens, please be patient.

We are not trying to keep important information from you. These conferences are necessary for me to fulfill my responsibility, which is to be sure that evidence is presented to you correctly under the law. We will, of course, do what we can to keep the number and length of these conferences to a minimum.

I may not always grant an attorney's request for a conference. Do not consider my granting or denying a request for a conference as any indication of my opinion of the case or of what your verdict should be.

Evidence.

The evidence from which you are to find the facts consists of the following:

1. The testimony of the witnesses;
2. Documents and other things received as exhibits;
3. Any facts that are stipulated--that is, formally agreed to by the parties; and
4. [Any facts that are judicially noticed--that is, facts I say you must accept as true even without other evidence.]

The following things are not evidence:

1. Statements, arguments, and questions of the lawyers for the parties in this case;
2. Objections by lawyers;
3. Any testimony I tell you to disregard; and
4. Anything you may see or hear about this case outside the courtroom.

You must make your decision based only on the evidence that you see and hear in court. Do not let rumors, suspicions, or anything else that you may see or hear outside of court influence your decision in any way.

You should use your common sense in weighing the evidence. Consider it in light of your everyday experience with people and events, and give it whatever weight you believe it deserves. If your experience tells you that certain evidence reasonably leads to a conclusion, you are free to reach that conclusion.

There are rules that control what can be received into evidence. When a lawyer asks a question or offers an exhibit into evidence, and a lawyer on the other side thinks that it is not permitted by the rules of evidence, that lawyer may object. This simply means that the lawyer is requesting that I make a decision on a particular rule of evidence. You should not be influenced by the fact that an objection is made. Objections to questions are not evidence. Lawyers have an obligation to their clients to make objections when they believe that evidence being offered is improper. You should not be influenced by the objection or by the court's ruling on it. If the objection is sustained, ignore the question. If it is overruled, treat the answer like any other.

Also, certain testimony or other evidence may be ordered struck from the record and you will be instructed to disregard this evidence. Do not consider any testimony or other evidence that gets struck or excluded. Do not speculate about what a witness might have said or what an exhibit might have shown.

Credibility.

In deciding what the facts are, you may have to decide what testimony you believe and what testimony you do not believe. You are the sole judges of the credibility of the witnesses. "Credibility" means whether a witness is worthy of belief. You may believe everything a witness says or only part of it or none of it. In deciding what to believe, you may consider a number of factors, including the following:

1. the opportunity and ability of the witness to see or hear or know the things the witness testifies to;
2. the quality of the witness's understanding and memory;
3. the witness's manner while testifying;
4. whether the witness has an interest in the outcome of the case or any motive, bias or prejudice;
5. whether the witness is contradicted by anything the witness said or wrote before trial or by other evidence;
6. how reasonable the witness's testimony is when considered in the light of other evidence that you believe; and
7. any other factors that bear on believability.

In deciding the question of credibility, remember to use your common sense, your good judgment, and your experience. Inconsistencies or discrepancies in a witness' testimony or between the testimonies of different witnesses may or may not cause you to disbelieve a witness' testimony. Two or more persons witnessing an event may simply see or hear it differently. Mistaken recollection, like failure to recall, is a common human experience. In weighing the effect of an inconsistency, you should also consider

whether it was about a matter of importance or an insignificant detail. You should also consider whether the inconsistency was innocent or intentional.

After you make your own judgment about the believability of a witness, you can then attach to that witness' testimony the importance or weight that you think it deserves.

The weight of the evidence to prove a fact does not necessarily depend on the number of witnesses who testified or the quantity of evidence that was presented. What is more important than numbers or quantity is how believable the witnesses were, and how much weight you think their testimony deserves.

Burden of Proof.

This is a civil case. The Estate of Simone Langston brought this lawsuit. Dr. Shea Harrison is the person against whom the lawsuit was filed. The Estate has the burden of proving its case by what is called the "preponderance of the evidence." That means the Estate has to prove to you, in light of all the evidence, that what it claims is more likely so than not so. To say it differently: if you were to put the evidence favorable to the Estate and the evidence favorable to Harrison on opposite sides of the scales, the Estate would have to make the scales tip somewhat on its side. If the Estate fails to meet this burden, the verdict must be for Harrison. If you find after considering all the evidence that a claim or fact is more likely so than not so, then the claim or fact has been proved by a preponderance of the evidence.

Here, the Estate must prove that Harrison took cells from Simone Langston without Simone Langston's consent. The Estate can show this by showing that no one consented to the removal of cells or by showing that Simone Langston consented to the removal of cells from her body, but that she was not competent to enter into a contract at the time that the agreement was reached.

Harrison has argued that even if Simone Langston didn't reach a contract with her/him, or if she was incompetent at the time that she did reach a contract with her/him, Harrison reached a contract with Avery Langston, who was Simone Langston's guardian. I am instructing you now that if and only if you find that Simone Langston was incompetent on April 11, 2010, then Avery Langston was entitled to reach an agreement on Simone Langston's behalf, and any agreement that s/he reached is binding on the Estate. Accordingly, if you find that Simone Langston was incompetent and that Avery Langston reached an agreement with Harrison on Simone Langston's behalf, you must find in favor of the defendant, Shea Harrison. Regardless of the issue, the plaintiff, the Estate of Simone Langston, bears the burden of proof.

In determining whether any fact has been proved by a preponderance of evidence in the case, you may, unless otherwise instructed, consider the testimony of all witnesses, regardless of who may have called them, and all exhibits received in evidence, regardless of who may have produced them.

You may have heard of the term “proof beyond a reasonable doubt.” That is a stricter standard of proof and it applies only to criminal cases. It does not apply in civil cases such as this, so you should put it out of your mind.

Direct and Circumstantial Evidence.

Evidence may either be direct evidence or circumstantial evidence. Direct evidence is direct proof of a fact, such as testimony by a witness about what that witness personally saw, heard, or did. Circumstantial evidence is proof of one or more facts from which you could find another fact. You should consider both kinds of evidence. The law makes no distinction between the weight to be given to either direct or circumstantial evidence. It is for you to decide how much weight to give. You may decide the case solely based on circumstantial evidence.

Elements of the Claims.

The law protects the physical integrity of every person from all unnecessary and unwarranted violation or interference. Any intentional use of force upon the person of another is a “battery.” So, the least intentional touching of the person of another, if accompanied by an intentional use or display of force such as would give the victim reason to fear or expect immediate bodily harm, constitutes a “battery.”

In the context of medical care, a medical care provider is only permitted to invade the body’s physical integrity with the permission of the patient. That permission can be expressed in a variety of ways, and it may be given orally or in writing. Often, this permission is given as part of the regular provision of medical care. However, in some circumstances it is given exceptionally, outside of that process. Regardless, if permission is given in exchange for money or another thing of value, the law treats that agreement like any other contract.

The parties have stipulated that cells were removed from Simone Langston on two occasions. The first time, Simone Langston was unconscious. The law presumes, and you are bound to conclude, that an unconscious person has consented to regular medical treatment. The parties have stipulated that the first removal of cells was in the course of regular medical treatment. You must now treat this fact as having been proved for the purpose of this case. Accordingly, I am instructing you that the first removal of cells was legally proper and that you cannot find Dr. Harrison liable based on her/his actions removing the cells the first time.

The parties have also stipulated that the second removal of cells was not for purposes of diagnosing or providing additional medical treatment to Simone Langston. You must now treat this fact as having been proved for the purpose of this case. Accordingly, I am instructing you that if neither Simone Langston nor, if Simone Langston was incompetent, Avery Langston acting on her behalf reached an agreement consenting to those cells being taken, you must find in favor of the Estate and against Dr. Harrison. By contrast, if you find that an agreement was reached between Dr. Harrison and Simone

Langston or, if Simone Langston was incompetent, Avery Langston acting on her behalf, then you must find in favor of Dr. Harrison and against the Estate.

A contract is a promise or set of promises for the breach of which the law gives a remedy or the performance of which the law in some way recognizes a duty. To be binding, a contract must include a manifestation of mutual assent to the terms and conditions of the contract. This is referred to as the "meeting of the minds." There must be a meeting of the minds; there can be no contract if only one party intends to be bound. Likewise, there can be no contract if only one party has the mental ability to enter into the contract.

This ability is what the law calls "capacity" or "competence." "Capacity" means an individual's ability to understand the significant benefits, risks, and alternatives to proposed health care and to make and communicate a health-care decision. When someone is not able to understand any of those things, the law terms that person "incompetent." The validity of every contract is dependent upon the capacity of the parties to contract.

Under New Mexico law, it is presumed that an adult is competent to enter into an agreement and a signed document gives rise to the presumption that it accurately expresses the state of mind of the signing party. To rebut this presumption, The Estate of Simone Langston must present evidence of mental incompetency which demonstrates by preponderance of the evidence that Simone Langston was not mentally competent. In other words, the Estate of Simone Langston must show that it is more likely that Simone Langston was incompetent than that she was competent. Furthermore, where mental competency is at issue, the real question is the condition of the person at the very time she executed the instrument in question. Mere mental weakness, if it does not amount to inability to comprehend the contract is insufficient to set aside a contract. Lastly, a person's mental capacity is best determined by her spoken words and her conduct. and the testimony of persons who observed such conduct on the date in question outranks testimony as to observations made prior to and subsequent to that date.

Should you find that Simone Langston was incompetent and unable to provide her informed consent to the removal of her cells, you may consider that the law allows another, competent person to act on that person's behalf and to make decisions for that person. As I told you before, I am instructing you that if you find that Simone Langston was incompetent on April 11, 2010, Avery Langston was the person who was authorized to make decisions for her. Whether Simone Langston was incompetent and whether, if so, Avery Langston made any such decisions for her are matters that you and you alone must decide, and you should not take anything I say as expressing an opinion on that question. Nothing I say or do is intended to influence you in any way in reaching those decisions.

Ladies and Gentlemen of the jury: on behalf of the Court and the State of New Mexico, I thank you in advance for your careful thought and consideration as you deliberate the merits of this matter.

GLOSSARY OF MEDICAL TERMS

- **Adenocarcinoma** (ad"ě-no-kahr"sĭ-no'mah): A cancerous tumor originating in the cells of glandular tissue and forming irregular glands.
- **Analgesia** (an"al-je'ze-ah): absence of sensibility to pain.
- **Apoptosis** (ap"op-to'sis): a pattern of cell death affecting single cells, marked by shrinkage of the cell and fragmentation of the cell into membrane-bound bodies that are eliminated. Often used synonymously with programmed cell death.
- **Biopsy** (bi'op-se): removal and examination, usually microscopic, of tissue from the living body, performed to establish precise diagnosis.
- **Cecum** (se'kum): the first part of the large intestine, forming a dilated pouch proximal to the colon.
- **Chemotherapy**: treatment of cancer with anticancer drugs. The main purpose of chemotherapy is to kill cancer cells. It usually is used to treat patients with cancer that has spread from the place in the body where it started. Chemotherapy destroys cancer cells anywhere in the body. It even kills cells that have broken off from the main tumor and traveled through the blood or lymph systems to other parts of the body. Chemotherapy can cure some types of cancer. In some cases, it is used to slow the growth of cancer cells or to keep the cancer from spreading to other parts of the body. When a cancer has been removed by surgery, chemotherapy may be used to keep the cancer from coming back (adjuvant therapy). Chemotherapy can also ease the symptoms of cancer, helping some patients have a better quality of life.
- **Colonoscopy**: medical procedure where a long, flexible, tubular instrument called the colonoscope is used to view the entire inner lining of the colon (large intestine) and the rectum. A colonoscopy is generally recommended when the patient complains of rectal bleeding or has a change in bowel habits and other unexplained abdominal symptoms. The test is frequently used to test for colorectal cancer, especially when polyps or tumor-like growths have been detected.
- **Dementia** (dě-men'shah): general loss of cognitive abilities, including impairment of memory as well as one or more of the following: disturbed planning, organizing, and abstract thinking abilities. It does not include decreased cognitive functioning due to clouding of consciousness, depression, or other functional mental disorder.
- **Endorphins**: Pain-killing substances produced in the human body and released by stress or trauma.

- **Intramuscular** [IM]: administered to or occurring inside of a muscle.
- **Intravenous** [IV]: Within or administered into a vein.
- **Hilar mass**: In this case, it is a mass located in the center part of the lung, which lies directly beneath breast bone (sternum).
- **Histology** (histol'əjē): The science concerned with the minute structure of tissues and organs in relation to their function. Also called *microanatomy*. Adj. *histologic*
- **Metastasis** (mě-tas'tah-sis): transfer of disease from one organ or part of the body to another not directly connected with it, due either to transfer of pathogenic microorganisms or to transfer of cells; all malignant tumors are capable of metastasizing.
- **Neurologist**: A doctor who specializes in disorders of the brain and central nervous system.
- **Neurology** (noorol'əjē): the branch of medicine that deals with the nervous system, both normal and in disease.
- **Oncologist**: A physician specializing in the diagnosis and treatment of cancer.
- **Oncology** (ongkol'əjē): The branch of medicine dealing with the physical, chemical, and biological properties of tumors, including study of their development, diagnosis, treatment, and prevention.
- **Opioid-antagonist**: a drug that blocks mu, kappa, or delta opioid receptors, used primarily in the treatment of opioid-induced mu receptor-mediated respiratory depression – including those using morphine.
- **Pathologist**: A doctor who specializes in the anatomic (structural) and chemical changes that occur with diseases. These doctors function primarily in the laboratory, examining biopsy specimens, and regulating studies performed by the hospital laboratories (blood tests, urine tests, etc). Pathologists also perform autopsies.
- **Pathology** (pah-thol'ah-je): the branch of medicine dealing with the essential nature of disease, especially changes in body tissues and organs that cause or are caused by disease.
- **Peripheral mass**: As pertains to this case, is a mass that lies at the outer edge of the lung.
- **Pericolic**: referring to the area located around the colon.

- **Psychiatrist:** a physician with additional medical training and experience in the diagnosis, prevention, and treatment of mental disorders.
- **Psychiatry** (si-ki´ah-tre): the branch of medicine dealing with the study, treatment, and prevention of mental disorders.
- **Radiologist:** A medical doctor specially trained in radiology (x-ray) interpretation and its use in the diagnosis of diseases and injuries.
- **Radiology** (rā·dē·ǝ·lǝ·jē): that branch of the health sciences dealing with radioactive substances and radiant energy and with the diagnosis and treatment of disease by means of both ionizing (e.g., x-rays) and nonionizing (e.g., ultrasound) radiation.
- **Small-cell carcinoma:** A highly aggressive malignancy, usually within the lung, which arises in proximal bronchi and spreads early to hilar and mediastinal lymph nodes.
- **Tumor** (too´mer): neoplasm; a new growth of tissue in which cell multiplication is uncontrolled and progressive.