





1           10. Paragraph 10 alleges conclusions of law for which no answer is required. To the  
2 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
3 allegations contained in Paragraph 10.

4           11. Paragraph 11 alleges conclusions of law for which no answer is required. To the  
5 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from *Bakenhus v. Seattle*,  
6 48 Wn.2d 695, 296 P.2d 536 (1958), the case speaks for itself and Defendants deny those  
7 characterizations, summaries, and conclusions. To the extent any remaining allegations contain  
8 averments of material fact requiring a response, Defendants deny the remaining allegations  
9 contained in Paragraph 11 of the Amended Complaint.

10           12. Paragraph 12 alleges conclusions of law for which no answer is required. To the  
11 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
12 allegations contained in Paragraph 12.

13           13. Defendants deny Paragraph 13 of the Amended Complaint.

14           14. Paragraph 14 alleges conclusions of law for which no answer is required. To the  
15 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
16 allegations contained in Paragraph 14.

17           15. Paragraph 15 of the Amended Complaint constitutes legal argument and does not  
18 require a response. To the extent Paragraph 15 contains averments of material fact requiring a  
19 response, Defendants deny the allegations contained in Paragraph 15.

20           16. Defendants deny Paragraph 16 of the Amended Complaint.

21           17. Paragraph 17 of the Amended Complaint constitutes legal argument and does not  
22 require a response. To the extent Paragraph 17 contains averments of material fact requiring a  
23 response, Defendants deny the allegations contained in Paragraph 17.

24           18. Paragraph 18 of the Amended Complaint constitutes legal argument and does not  
25 require a response. To the extent Paragraph 18 contains averments of material fact requiring a  
26 response, Defendants deny the allegations contained in Paragraph 18.

1           19. Paragraph 19 alleges conclusions of law for which no answer is required. To the  
2 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
3 allegations contained in Paragraph 19.

4           20. Paragraph 20 alleges conclusions of law for which no answer is required. To the  
5 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
6 allegations contained in Paragraph 20.

7           21. Paragraph 21 of the Amended Complaint constitutes legal argument and does not  
8 require a response. To the extent Paragraph 21 contains averments of material fact requiring a  
9 response, Defendants deny the allegations contained in Paragraph 21.

10          22. Defendants deny Paragraph 22 of the Amended Complaint.

11          23. Paragraph 23 of the Amended Complaint constitutes legal argument and does not  
12 require a response. To the extent Paragraph 23 contains averments of material fact requiring a  
13 response, Defendants deny the allegations contained in Paragraph 23.

14          24. Paragraph 24 alleges conclusions of law for which no answer is required. To the  
15 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
16 allegations contained in Paragraph 24.

17          25. Paragraph 25 alleges conclusions of law for which no answer is required. To the  
18 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
19 allegations contained in Paragraph 25.

20          26. Paragraph 26 alleges conclusions of law for which no answer is required. To the  
21 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from WAC 131-16-011  
22 and WAC 131-16-061, the regulations speak for themselves and Defendants deny those  
23 characterizations, summaries, and conclusions. To the extent any remaining allegations contain  
24 averments of material fact requiring a response, Defendants deny the remaining allegations  
25 contained in Paragraph 26 of the Amended Complaint.

1           27. Paragraph 27 of the Amended Complaint constitutes legal argument and does not  
2 require a response. To the extent Paragraph 27 contains averments of material fact requiring a  
3 response, Defendants deny the allegations contained in Paragraph 27.

4           28. Paragraph 28 of the Amended Complaint constitutes legal argument and does not  
5 require a response. To the extent Paragraph 28 contains averments of material fact requiring a  
6 response, Defendants deny the allegations contained in Paragraph 28.

7           29. Paragraph 29 of the Amended Complaint constitutes legal argument and does not  
8 require a response. To the extent Paragraph 29 contains averments of material fact requiring a  
9 response, Defendants deny the allegations contained in Paragraph 29.

10          30. Paragraph 30 alleges conclusions of law for which no answer is required. To the  
11 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
12 allegations contained in Paragraph 30.

13                           **IV. DANA RUSH'S FACTS LEARNED AFTER FILING SUIT<sup>2</sup>**

14          31. Paragraph 31 alleges conclusions of law for which no answer is required. To the  
15 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
16 allegations contained in Paragraph 31.

17          32. Paragraph 32 alleges conclusions of law for which no answer is required. To the  
18 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
19 allegations contained in Paragraph 32.

20          33. Paragraph 33 alleges conclusions of law for which no answer is required. To the  
21 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
22 allegations contained in Paragraph 33.

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25 \_\_\_\_\_  
26           <sup>2</sup> Defendants lack knowledge or information sufficient to form a belief as to the truth of the statements in  
this Heading contained in the Amended Complaint, including what Mr. Rush knew and when and therefore deny  
the same.

1           34. Paragraph 34 alleges conclusions of law for which no answer is required. To the  
2 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
3 allegations contained in Paragraph 34.

4           35. Paragraph 35 alleges conclusions of law for which no answer is required. To the  
5 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
6 allegations contained in Paragraph 35.

7           36. Paragraph 36 alleges conclusions of law for which no answer is required. To the  
8 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
9 allegations contained in Paragraph 36.

10          37. Paragraph 37 alleges conclusions of law for which no answer is required. To the  
11 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
12 allegations contained in Paragraph 37.

13          38. Paragraph 38 alleges conclusions of law for which no answer is required. To the  
14 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
15 allegations contained in Paragraph 38.

16          39. Paragraph 39 alleges conclusions of law for which no answer is required. To the  
17 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
18 allegations contained in Paragraph 39.

19          40. Paragraph 40 alleges conclusions of law for which no answer is required. To the  
20 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
21 allegations contained in Paragraph 40.

22          41. Paragraph 41 alleges conclusions of law for which no answer is required. To the  
23 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
24 allegations contained in Paragraph 41.  
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1           42. Paragraph 42 alleges conclusions of law for which no answer is required. To the  
2 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
3 allegations contained in Paragraph 42.

4           43. Paragraph 43 alleges conclusions of law for which no answer is required. To the  
5 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
6 allegations contained in Paragraph 43.

7           44. Paragraph 44 alleges conclusions of law for which no answer is required. To the  
8 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
9 allegations contained in Paragraph 44.

10          45. Paragraph 45 alleges conclusions of law for which no answer is required. To the  
11 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
12 allegations contained in Paragraph 45.

13          46. Paragraph 46 alleges conclusions of law for which no answer is required. To the  
14 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
15 allegations contained in Paragraph 46.

16          47. Paragraph 47 alleges conclusions of law for which no answer is required. To the  
17 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
18 allegations contained in Paragraph 47.

19          48. Paragraph 48 alleges conclusions of law for which no answer is required. To the  
20 extent any allegation contains averments of material fact requiring a response, Defendants deny the  
21 allegations contained in Paragraph 48.

22          49. Defendants deny Paragraph 49 of the Amended Complaint.

23          50. Defendants deny Paragraph 50 of the Amended Complaint.  
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1 **V. GARY WOLF’S FACTS<sup>3</sup>**

2 51. Defendants admit that Plaintiff Gary Wolf was employed by the State of  
3 Washington as a community college instructor for the Community Colleges of Spokane (CCS).  
4 Defendants admit that the employment information provided by CCS reflects that Mr. Wolf was  
5 a member of the faculty at CCS working part-time beginning in the 1993–94 fiscal year, and  
6 continuing through spring quarter 2002. Defendants admit that the information provided by CCS  
7 reflects that Mr. Wolf left employment as an instructor after the spring quarter of 2002.  
8 Defendants admit that CCS provided information that Mr. Wolf returned to employment as a  
9 member of the faculty working part-time in the fall quarter of the 2006–07 academic year.  
10 Defendants admit that CCS provided information reflecting that Mr. Wolf continued working  
11 through 2016–17 and retired as of June 17, 2017.

12 52. Defendants admit that the State Board Retirement Plan (SBRP) and the State  
13 Board Supplemental Retirement Plan are sponsored by the State Board. The Plan Administrator  
14 is the Deputy Executive Director of Business Operations for the State Board. Defendants admit  
15 that the SBRP is a defined contribution plan and the Supplemental Retirement Plan is a defined  
16 benefit plan. Defendants further state that the relevant Plan documents speak for themselves. To  
17 the extent any remaining allegations contain averments of material fact requiring a response,  
18 Defendants deny the remaining allegations contained in Paragraph 52 of the Amended  
19 Complaint.

20 53. Defendants admit that the information provided by CCS in the SBRP  
21 Supplemental Calculation Worksheet reflects that Mr. Wolf was 62 years old at the time he  
22 applied for supplemental retirement benefits. To the extent any remaining allegations contain  
23 averments of material fact requiring a response, Defendants deny the remaining allegations  
24 contained in Paragraph 53 of the Amended Complaint.

25 \_\_\_\_\_  
26 <sup>3</sup> Defendants lack knowledge or information sufficient to form a belief as to the truth of the statements in  
this Heading contained in the Amended Complaint, including what Mr. Wolf knew and when and therefore deny  
the same.



1           54. Defendants admit that CCS submitted a revised SBRP Supplemental Calculation  
2 Worksheet that reflected 15.17 years of full-time equivalent service for Mr. Wolf. Defendants  
3 admit that the Calculation Worksheet is a Washington State Board of Community and Technical  
4 Colleges form. Defendants admit that CCS did not assign service credit for the period of fiscal  
5 years 2002–03 through 2005–06. To the extent any remaining allegations contain averments of  
6 material fact requiring a response, Defendants deny the remaining allegations contained in  
7 Paragraph 54 of the Amended Complaint.

8           55. Defendants admit that John Boesenberg was the Deputy Executive Director of  
9 Business Operations and the Plan Administrator for both the SBRP and the Supplemental  
10 Retirement Plan. Defendants admit that Mr. Boesenberg authored a letter to Mr. Wolf dated  
11 April 16, 2018. Defendants deny that the quoted excerpts from the April 16, 2018 letter in  
12 Paragraph 5 are an accurate reflection of the language in the decision letter. To the extent  
13 Plaintiffs attempt to characterize, summarize, or draw conclusions from the parties’  
14 correspondence or Plan documents, those documents speak for themselves and Defendants deny  
15 those characterizations, summaries, and conclusions. To the extent any remaining allegations  
16 contain averments of material fact requiring a response, Defendants deny the remaining  
17 allegations contained in Paragraph 55 of the Amended Complaint.

18           56. Defendants admit that the State Board received a letter on July 2, 2018 from  
19 Plaintiff Gary Wolf in response to the April 16, 2018 letter. To the extent Plaintiffs attempt to  
20 characterize, summarize, or draw conclusions from the parties’ correspondence or Plan  
21 documents, those documents speak for themselves and Defendants deny those characterizations,  
22 summaries, and conclusions. To the extent any remaining allegations contain averments of  
23 material fact requiring a response, Defendants deny the remaining allegations contained in  
24 Paragraph 56 of the Amended Complaint.

25           57. Defendants admit that Plaintiff has accurately excerpted language from the July  
26 17, 2018 letter from Mr. Boesenberg to Mr. Wolf. To the extent Plaintiffs attempt to characterize,

1 summarize, or draw conclusions from the parties' correspondence or Plan documents, those  
2 documents speak for themselves and Defendants deny those characterizations, summaries, and  
3 conclusions. Defendants have no knowledge regarding Mr. Wolf's actions in response to the  
4 letter, and therefore are deny such allegations. To the extent any remaining allegations contain  
5 averments of material fact requiring a response, however, Defendants deny the remaining  
6 allegations contained in Paragraph 57 of the Amended Complaint.

7 58. Defendants admit that Plaintiffs have accurately excerpted portions of language  
8 from the Plan. Defendants have no knowledge regarding Mr. Wolf's awareness or knowledge  
9 regarding earlier versions of the Plan, and therefore deny such allegations. Further, Plaintiffs'  
10 allegations in Paragraph 58 are vague and unclear, including what Plaintiffs mean by "informed."  
11 Plaintiff Gary Wolf is deemed to have known the provisions and applicable procedures  
12 governing the Plan. To the extent any remaining allegations contain averments of material fact  
13 requiring a response, Defendants deny the remaining allegations contained in Paragraph 58 of  
14 the Amended Complaint.

15 59. Defendants admit that Plaintiffs have accurately excerpted language from the  
16 Plan. Defendants deny, however, that Plaintiffs are using this language in context or in a way  
17 that reflects the intent of the Plan. To the extent Plaintiffs attempt to characterize, summarize, or  
18 draw conclusions from the Plan documents, those documents speak for themselves and  
19 Defendants deny those characterizations, summaries, and conclusions. To the extent any  
20 remaining allegations contain averments of material fact requiring a response, Defendants deny  
21 the remaining allegations contained in Paragraph 59 of the Amended Complaint.

22 60. Defendants lack knowledge or information sufficient to form a belief as to the  
23 truth of the statements in Paragraph 60 of the Amended Complaint, including regarding what  
24 Mr. Wolf understood. To the extent Plaintiffs attempt to characterize, summarize, or draw  
25 conclusions from the Plan documents or make legal assertions regarding the Plan, the Plan  
26 documents speak for themselves and Defendants deny those characterizations, summaries, and

1 conclusions. To the extent any remaining allegations contain averments of material fact requiring  
2 a response, Defendants deny the remaining allegations contained in Paragraph 60 of the  
3 Amended Complaint.

4 61. Defendants admit that under the 2016 Plan, the Deputy Executive Director of  
5 Business Operations for the State Board was designated by the Plan Sponsor as the Plan  
6 Administrator. John Boesenberg was the Deputy Executive Director of Business Operations for  
7 the State Board and Plan Administrator for the Plan. Section 7.4(f) of the Plan states that “[t]he  
8 Claimant will have sixty (60) days from receipt of the written notification of the denial of a claim  
9 to file a signed, written request for a full and fair review of the denial by the Plan Administrator,  
10 who shall serve as an appeals administrator for this purpose (the “Appeals Administrator”).”  
11 Defendants lack knowledge sufficient to respond to allegations regarding Plaintiff Gary Wolf’s  
12 knowledge or understanding. To the extent any remaining allegations contain averments of  
13 material fact requiring a response, Defendants deny the remaining allegations contained in  
14 Paragraph 61 of the Amended Complaint.

15 62. Paragraph 62 alleges conclusions of law for which require no response, including  
16 that Plaintiff Gary Wolf “followed the appeal and review procedures set forth in the 2016 plan.”  
17 To the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the  
18 contents or requirements of the Plan, the Plan documents speak for themselves and Defendants  
19 deny those characterizations, summaries, and conclusions. To the extent any remaining  
20 allegations contain averments of material fact requiring a response, Defendants deny the  
21 remaining allegations contained in Paragraph 62 of the Amended Complaint.

22 63. Defendants admit that Plaintiffs have accurately excerpted select portions of  
23 language from the November 19, 2018 letter from Mr. Boesenberg to Mr. Wolf. To the extent  
24 Plaintiffs attempt to characterize, summarize, or draw conclusions from the letter or the Plan  
25 documents based on such selective excerpts, however, those documents speak for themselves  
26 and Defendants deny those characterizations, summaries, and conclusions. To the extent any

1 remaining allegations contain averments of material fact requiring a response, Defendants deny  
2 the remaining allegations contained in Paragraph 63 of the Amended Complaint.

3         64. Defendants admit that Plaintiffs have accurately excerpted portions of language  
4 from the November 19, 2018 letter from Mr. Boesenberg to Mr. Wolf. To the extent Plaintiffs  
5 attempt to characterize, summarize, or draw conclusions from the letter, the Plan documents, or  
6 the Summary Plan description based on such selective excerpts, however, those documents speak  
7 for themselves and Defendants deny those characterizations, summaries, and conclusions. To  
8 the extent any remaining allegations contain averments of material fact requiring a response,  
9 Defendants deny the remaining allegations contained in Paragraph 64 of the Amended  
10 Complaint.

11         65. Defendants lack knowledge or information sufficient to form a belief as to the  
12 truth of the statements in Paragraph 65 of the Amended Complaint, including what Plaintiff  
13 Gary Wolf believed or understood. To the extent any remaining allegations contain averments  
14 of material fact requiring a response, Defendants deny the remaining allegations contained in  
15 Paragraph 65 of the Amended Complaint.

16         66. Defendants admit the allegations in Paragraph 66.

17         67. Paragraph 67 alleges conclusions of law for which no answer is required. Further,  
18 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
19 documents, those documents speak for themselves and Defendants deny those characterizations,  
20 summaries, and conclusions. To the extent any remaining allegations contain averments of  
21 material fact requiring a response, Defendants deny the remaining allegations contained in  
22 Paragraph 67 of the Amended Complaint.

23         68. Paragraph 68 alleges conclusions of law for which no answer is required. Further,  
24 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
25 documents, those documents speak for themselves and Defendants deny those characterizations,  
26 summaries, and conclusions. To the extent any remaining allegations contain averments of

1 material fact requiring a response, Defendants deny the remaining allegations contained in  
2 Paragraph 68 of the Amended Complaint.

3           69. Paragraph 69 alleges conclusions of law for which no answer is required. Further,  
4 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
5 documents, those documents speak for themselves and Defendants deny those characterizations,  
6 summaries, and conclusions. To the extent any remaining allegations contain averments of  
7 material fact requiring a response, Defendants deny the remaining allegations contained in  
8 Paragraph 69 of the Amended Complaint.

9           70. Paragraph 70 alleges conclusions of law for which no answer is required. Further,  
10 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
11 documents, those documents speak for themselves and Defendants deny those characterizations,  
12 summaries, and conclusions. To the extent any remaining allegations contain averments of  
13 material fact requiring a response, Defendants deny the remaining allegations contained in  
14 Paragraph 70 of the Amended Complaint.

15           71. Paragraph 71 alleges conclusions of law for which no answer is required. Further,  
16 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
17 documents, those documents speak for themselves and Defendants deny those characterizations,  
18 summaries, and conclusions. To the extent any remaining allegations contain averments of  
19 material fact requiring a response, Defendants deny the remaining allegations contained in  
20 Paragraph 71 of the Amended Complaint.

21           72. Paragraph 72 alleges conclusions of law for which no answer is required. To the  
22 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
23 documents, however, those documents speak for themselves and Defendants deny those  
24 characterizations, summaries, and conclusions. To the extent any remaining allegations contain  
25 averments of material fact requiring a response, Defendants deny the remaining allegations  
26 contained in Paragraph 72 of the Amended Complaint.

1           73. Defendants admit that Plaintiffs have accurately excerpted language from the  
2 proposed amendment concerning WSR 97-10-065 that was filed on May 5, 1997 and became  
3 effective July 8, 1997. To the extent Plaintiffs attempt to characterize, summarize, or draw  
4 conclusions from the regulations, however, those documents speak for themselves and  
5 Defendants deny those characterizations, summaries, and conclusions. To the extent any  
6 remaining allegations contain averments of material fact requiring a response, Defendants deny  
7 the remaining allegations in Paragraph 73 of the Amended Complaint.

8           74. Paragraph 74 alleges conclusions of law for which no answer is required. To the  
9 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
10 documents, those documents speak for themselves and Defendants deny those characterizations,  
11 summaries, and conclusions. To the extent any remaining allegations contain averments of  
12 material fact requiring a response, Defendants deny the remaining allegations contained in  
13 Paragraph 74 of the Amended Complaint.

14           75. Paragraph 75 alleges conclusions of law for which no answer is required. To the  
15 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
16 documents, those documents speak for themselves and Defendants deny those characterizations,  
17 summaries, and conclusions. To the extent any remaining allegations contain averments of  
18 material fact requiring a response, Defendants deny the remaining allegations contained in  
19 Paragraph 75 of the Amended Complaint.

20           76. Defendants admit that Plaintiffs have accurately excerpted portions of language  
21 from the October 2008 Summary Plan Description. To the extent Plaintiff attempts to  
22 characterize, summarize, or draw conclusions from the Plan documents, however, those  
23 documents speak for themselves and Defendants deny those characterizations, summaries, and  
24 conclusions. To the extent any remaining allegations contain averments of material fact requiring  
25 a response, Defendants deny the remaining allegations contained in Paragraph 76 of the  
26 Amended Complaint.

1           77. Defendants admit that Plaintiffs have accurately excerpted portions of language  
2 from the March 2006 Administration Handbook. To the extent Plaintiffs attempt to characterize,  
3 summarize, or draw conclusions from the Plan documents, however, those documents speak for  
4 themselves and Defendants deny those characterizations, summaries, and conclusions. To the  
5 extent any remaining allegations contain averments of material fact requiring a response,  
6 Defendants deny the remaining allegations contained in Paragraph 77 of the Amended  
7 Complaint.

8           78. Paragraph 78 alleges conclusions of law for which no answer is required. To the  
9 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
10 documents, those documents speak for themselves and Defendants deny those characterizations,  
11 summaries, and conclusions. To the extent any remaining allegations contain averments of  
12 material fact requiring a response, Defendants deny the remaining allegations contained in  
13 Paragraph 78 of the Amended Complaint.

14           79. Paragraph 79 alleges conclusions of law for which no answer is required. To the  
15 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
16 documents, those documents speak for themselves and Defendants deny those characterizations,  
17 summaries, and conclusions. To the extent any remaining allegations contain averments of  
18 material fact requiring a response, Defendants deny the remaining allegations contained in  
19 Paragraph 79 of the Amended Complaint.

20           80. Paragraph 80 alleges conclusions of law for which no answer is required. To the  
21 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
22 documents, those documents speak for themselves and Defendants deny those characterizations,  
23 summaries, and conclusions. To the extent any remaining allegations contain averments of  
24 material fact requiring a response, Defendants deny the remaining allegations contained in  
25 Paragraph 80 of the Amended Complaint.

1           81. Paragraph 81 alleges conclusions of law for which no answer is required. Further,  
2 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
3 documents, those documents speak for themselves and Defendants deny those characterizations,  
4 summaries, and conclusions. Defendants admit that the Legislature amended the law in 2011 and  
5 that the State Board amended its Plan to conform. Defendants admit that the State Board repealed  
6 its regulations when it created separate documents for the SBRP and the Supplemental  
7 Retirement Plan. To the extent any remaining allegations contain averments of material fact  
8 requiring a response, Defendants deny the remaining allegations contained in Paragraph 81 of  
9 the Amended Complaint.

10           82. Paragraph 82 alleges conclusions of law for which no answer is required. To the  
11 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
12 documents, those documents speak for themselves and Defendants deny those characterizations,  
13 summaries, and conclusions. To the extent any remaining allegations contain averments of  
14 material fact requiring a response, Defendants deny the remaining allegations contained in  
15 Paragraph 82 of the Amended Complaint.

16           83. Defendants deny the allegations contained in Paragraph 83 of the Amended  
17 Complaint.

18           84. Defendants admit the allegations in Paragraph 84.

19           85. Paragraph 85 alleges conclusions of law for which no answer is required.  
20 Defendants lack sufficient knowledge as to the remaining allegations in Paragraph 85, and  
21 therefore deny the same. To the extent any remaining allegations contain averments of material  
22 fact requiring a response, Defendants deny the remaining allegations contained in Paragraph 85  
23 of the Amended Complaint.

24           86. Paragraph 86 alleges conclusions of law for which no answer is required. Further,  
25 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
26 documents, those documents speak for themselves and Defendants deny those characterizations,



1 summaries, and conclusions. To the extent any remaining allegations contain averments of  
2 material fact requiring a response, Defendants deny the remaining allegations contained in  
3 Paragraph 86 of the Amended Complaint.

4 87. Paragraph 87 alleges conclusions of law for which no answer is required. Further,  
5 to the extent Plaintiffs attempt to characterize, summarize, or draw conclusions from that  
6 legislation, the statute speaks for itself and Defendants deny those characterizations, summaries,  
7 and conclusions. To the extent any remaining allegations contain averments of material fact  
8 requiring a response, Defendants deny the remaining allegations contained in Paragraph 87 of  
9 the Amended Complaint.

10 88. Defendants admit that Plaintiffs have accurately excerpted portions of language  
11 from the 1991 Administration Handbook. To the extent Plaintiffs attempt to characterize,  
12 summarize, or draw conclusions from the Plan documents, however, those documents speak for  
13 themselves and Defendants deny those characterizations, summaries, and conclusions. To the  
14 extent any remaining allegations contain averments of material fact requiring a response,  
15 Defendants deny the remaining allegations contained in Paragraph 88 of the Amended  
16 Complaint.

17 89. Paragraph 89 alleges conclusions of law for which no answer is required. To the  
18 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
19 documents, including documents governing eligibility for participation in the Plan and  
20 calculation of benefits, and statutes pertaining to the Teachers Retirement System, those  
21 documents and statutes speak for themselves and Defendants deny those characterizations,  
22 summaries, and conclusions. To the extent any remaining allegations contain averments of  
23 material fact requiring a response, Defendants deny the remaining allegations contained in  
24 Paragraph 89 of the Amended Complaint.

25 90. Defendants admit the allegations in Paragraph 90.  
26

1           91. Paragraph 91 alleges a conclusion of law for which no answer is required. To the  
2 extent any remaining allegations contain averments of material fact requiring a response,  
3 Defendants deny the allegations in Paragraph 91.

4           92. Paragraph 92 alleges conclusions of law for which no answer is required. To the  
5 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the parties'  
6 correspondence or the Plan documents, including documents governing eligibility for  
7 participation in the Plan and calculation of benefits, those documents speak for themselves and  
8 Defendants deny those characterizations, summaries, and conclusions. To the extent any  
9 remaining allegations contain averments of material fact requiring a response, Defendants deny  
10 the remaining allegations contained in Paragraph 92 of the Amended Complaint.

11           93. Defendants admit that Plaintiff Gary Wolf entered into employment contracts  
12 over periods of time with CCS. To the extent Plaintiffs attempt to characterize, summarize, or  
13 draw conclusions from the contracts, however, the documents speak for themselves and  
14 Defendants deny those characterizations, summaries, and conclusions. Further, Paragraph 93  
15 alleges conclusions of law—including what provisions were part of that contract or what the  
16 contract required—for which no answer is required. To the extent any remaining allegations  
17 contain averments of material fact requiring a response, Defendants deny the remaining  
18 allegations contained in Paragraph 93 of the Amended Complaint.

19           94. Paragraph 94 alleges conclusions of law for which no answer is required. To the  
20 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
21 documents, those documents speak for themselves and Defendants deny those characterizations,  
22 summaries, and conclusions. To the extent any remaining allegations contain averments of  
23 material fact requiring a response, Defendants deny the remaining allegations contained in  
24 Paragraph 94 of the Amended Complaint.

25           95. Paragraph 95 alleges conclusions of law for which no answer is required. To the  
26 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan

1 documents, those documents speak for themselves and Defendants deny those characterizations,  
2 summaries, and conclusions. To the extent any remaining allegations contain averments of  
3 material fact requiring a response, Defendants deny the remaining allegations contained in  
4 Paragraph 95 of the Amended Complaint.

5 96. Paragraph 96 alleges conclusions of law for which no answer is required.  
6 Defendants deny the remaining allegations in Paragraph 96 of the Amended Complaint.

7 97. Paragraph 97 alleges conclusions of law for which no answer is required. To the  
8 extent any remaining allegations contain averments of material fact requiring a response,  
9 Defendants deny the remaining allegations contained in Paragraph 97 of the Amended  
10 Complaint.

11 98. Paragraph 98 alleges conclusions of law for which no answer is required. To the  
12 extent Plaintiffs attempt to characterize, summarize, or draw conclusions from the Plan  
13 documents, those documents speak for themselves and Defendants deny those characterizations,  
14 summaries, and conclusions. To the extent any remaining allegations contain averments of  
15 material fact requiring a response, Defendants deny the remaining allegations contained in  
16 Paragraph 98 of the Amended Complaint.

17 99. Paragraph 99 alleges conclusions of law for which no answer is required. To the  
18 extent any remaining allegations contain averments of material fact requiring a response,  
19 Defendants deny the remaining allegations contained in Paragraph 99 of the Amended  
20 Complaint.

## 21 VI. CLASS ACTION ALLEGATIONS

22 100. Defendants admit Paragraph 100.

23 101. Defendants deny that the class definition should be revised.

24 102. Defendants deny that the class definition should be revised as set forth in  
25 Paragraph 102 of the Amended Complaint.

1 **VII. CLAIMS**

2 The Claims paragraph at page 21 of Plaintiffs' Amended Complaint constitute legal  
3 argument and does not require a response. To the extent the Claims paragraph contains  
4 averments of material fact requiring a response, Defendants deny the allegations contained in  
5 that paragraph.

6 **VIII. PRAYER FOR RELIEF**

7 In response to Plaintiffs' Prayer for Relief, Paragraphs A through G, Defendants deny  
8 that Plaintiffs are entitled to the relief they seek.

9 **IX. GENERAL DENIAL**

10 Defendants deny any and all allegations contained in the Amended Complaint, in any  
11 form, that are not expressly admitted in this Answer.

12 **X. DEFENSES AND AFFIRMATIVE DEFENSES**

13 Defendants further allege as follows:

14 BY WAY OF FURTHER ANSWER AND FIRST AFFIRMATIVE DEFENSE to the  
15 Amended Complaint, Defendants allege that Plaintiffs have failed to exhaust administrative  
16 remedies and therefore the action will not lie.

17 BY WAY OF FURTHER ANSWER AND SECOND AFFIRMATIVE DEFENSE to the  
18 Amended Complaint, Defendants allege that the injuries and damages, if any, claimed by  
19 Plaintiffs was proximately caused or contributed to by the fault of Plaintiffs.

20 BY WAY OF FURTHER ANSWER AND THIRD AFFIRMATIVE DEFENSE to the  
21 Amended Complaint, Defendants allege that all or part of Plaintiffs' claims are barred by the  
22 statute of limitations.

23 BY WAY OF FURTHER ANSWER AND FOURTH AFFIRMATIVE DEFENSE to the  
24 Amended Complaint, Defendants allege that Plaintiffs have failed to state a claim upon which  
25 relief may be granted.  
26

1 BY WAY OF FURTHER ANSWER AND FIFTH AFFIRMATIVE DEFENSE to the  
2 Amended Complaint, Defendants allege that Plaintiffs lack capacity to sue either individually or  
3 in a representative capacity.

4 BY WAY OF FURTHER ANSWER AND SIXTH AFFIRMATIVE DEFENSE to the  
5 Amended Complaint, Defendants allege that Plaintiffs lack standing to sue either individually or  
6 in a representative capacity.

7 BY WAY OF FURTHER ANSWER AND SEVENTH AFFIRMATIVE DEFENSE to  
8 the Amended Complaint, Defendants allege Plaintiffs have complete and adequate remedies at  
9 law, which they has failed to exercise or exhaust.

10 BY WAY OF FURTHER ANSWER AND EIGHTH AFFIRMATIVE DEFENSE to the  
11 Amended Complaint, Defendants alleges Plaintiffs' injuries against Defendants are barred  
12 because Plaintiffs' damages, if any, were not caused by Defendants.

13 BY WAY OF FURTHER ANSWER AND NINTH AFFIRMATIVE DEFENSE to the  
14 Amended Complaint, Defendants allege that Plaintiffs' actions against Defendants are barred by  
15 the doctrine of res judicata and/or collateral estoppel.

16 BY WAY OF FURTHER ANSWER AND TENTH AFFIRMATIVE DEFENSE to the  
17 Amended Complaint, Defendants allege the injuries and/or damages claimed were proximately  
18 caused by the fault of a party for whom Defendants are not responsible.

19 BY WAY OF FURTHER ANSWER AND ELEVENTH AFFIRMATIVE DEFENSE to  
20 the Amended Complaint, Defendants allege that Plaintiffs suffered any damages, recovery  
21 therefor is barred by Plaintiffs' failure to mitigate said damages.

22 BY WAY OF FURTHER ANSWER AND TWELFTH AFFIRMATIVE DEFENSE to  
23 the Amended Complaint, Defendants allege that they are immune from suit for the matters  
24 charged in the Amended Complaint.  
25  
26

1 BY WAY OF FURTHER ANSWER AND THIRTEENTH AFFIRMATIVE DEFENSE  
2 to the Amended Complaint, Defendants allege that the claims against Defendants are barred by  
3 the doctrine of laches.

4 BY WAY OF FURTHER ANSWER AND FOURTEENTH AFFIRMATIVE DEFENSE  
5 to the Amended Complaint, Defendants allege to the extent that Plaintiffs' claims arise from  
6 conduct determined to be a tort, Plaintiffs' claims are barred, because the Plaintiffs have failed  
7 to file a claim against the State of Washington as required by RCW 4.92.100 and .110.

8 BY WAY OF FURTHER ANSWER AND FIFTEENTH AFFIRMATIVE DEFENSE to  
9 the Amended Complaint, Defendants allege Plaintiffs do not, and cannot, state facts sufficient  
10 to satisfy the class action requirements of CR 23(a) or (b).

11 BY WAY OF FURTHER ANSWER AND SIXTEENTH AFFIRMATIVE DEFENSE  
12 to the Amended Complaint, Defendants allege Plaintiffs' claims are barred because their claims  
13 are founded directly on rights addressed or created by collective bargaining agreements or are  
14 substantially dependent on analysis of the collective bargaining agreements.

15 **XI. NO WAIVER**

16 Defendants, by their answers and omissions herein, waive no burden of proof,  
17 presumptions, nor any other legal characterizations to which they may be entitled, and expressly  
18 reserve the right to assert such.

19 **XII. DEFENDANTS' PRAYER FOR RELIEF**

20 Defendants pray that the Amended Complaint be dismissed with prejudice and that  
21 Plaintiffs take nothing by their Amended Complaint. Defendants further pray that the Court  
22 award them their costs and reasonable attorney's fees in defending against the Amended  
23 Complaint, and such further or additional relief as the Court deems appropriate.

1 DATED this 15th day of July 2024.

2 ROBERT W. FERGUSON  
3 Attorney General

4 /s/ Eric A. Mentzer  
5 ERIC A. MENTZER, WSBA #21243  
6 Senior Counsel  
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10 Olympia, WA 98504-0111  
11 (360) 709-6470  
12 Eric.Mentzer@atg.wa.gov  
13 Attorney for Defendants  
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1 **DECLARATION OF SERVICE**

2 I hereby declare that on this day I caused the foregoing document to be filed  
3 electronically with the Clerk of the Court using the Court’s electronic filing system, which will  
4 serve a copy of the document upon all counsel of record. I also caused the foregoing document  
5 to be served upon the following via electronic mail, per agreement:

6 Alexander F. Strong  
7 Stephen K. Strong  
8 David F. Stobaugh  
9 Stobaugh & Strong, P.C.  
10 126 NW Canal Street, Suite 100  
11 Seattle, WA 98107  
12 AStrong@bs-s.com  
13 SKStrong@bs-s.com  
14 DavidFStobaugh@bs-s.com  
15 AForsgaard@bs-s.com  
16 ehaack@bs-s.com  
17 cdaugherty@bs-s.com  
18 *Counsel for Plaintiffs*

19 I declare under penalty of perjury under the laws of the State of Washington that the  
20 foregoing is true and correct.

21 DATED this 15th day of July 2024, at Tumwater, Washington.

22 /s/ Eric A. Mentzer  
23 ERIC A. MENTZER, WSBA #21243  
24 Senior Counsel