

HONORABLE JEAN RIETSCHEL

KILPATRICK TOWNSEND
& STOCKTON
APR 02 2014
RECEIVED

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

ALYNE FORTGANG,

Plaintiff,

v.

WOODLAND PARK ZOO a/k/a
WOODLAND PARK ZOOLOGICAL
SOCIETY,

Defendant.

No. 14-2-07283-0 SEA

DEFENDANT WOODLAND PARK
ZOOLOGICAL SOCIETY'S
ANSWER

Defendant Woodland Park Zoological Society (aka Woodland Park Zoo) ("WPZS")
answers the Complaint of Alyne Fortgang as follows:

Plaintiff's unnumbered, introductory paragraph attempts to characterize the contents of
the Complaint. WPZS answers that the Complaint speaks for itself and therefore denies the
same. Further, Plaintiff's unnumbered, introductory paragraph contains legal conclusions that do
not require a response. To the extent a response is required, WPZS denies the allegations.

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DEFENDANT WOODLAND PARK ZOOLOGICAL
SOCIETY'S ANSWER - 1

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1 **PARTIES**

2 1. WPZS is without knowledge or information sufficient to form a belief as to the
3 truth of the allegations in paragraph 1 and therefore denies the same.

4 2. WPZS admits the first sentence of paragraph 2. The second sentence of
5 paragraph 2 contains legal conclusions that do not require a response. To the extent a response is
6 required, WPZS denies the allegations.
7

8 **JURISDICTION AND VENUE**

9 3. Paragraph 3 contains legal conclusions that do not require a response. To the
10 extent a response is required, WPZS denies that it is a public agency to which RCW
11 42.56.550(1) applies.

12 4. Paragraph 4 contains legal conclusions that do not require a response. To the
13 extent a response is required, WPZS denies that any of the records requested are public records
14 to which RCW 42.56.550(1) applies.
15

16 **STATEMENT OF FACTS**

17 5. WPZS is without knowledge or information sufficient to form a belief as to the
18 truth of the allegations in the first and second sentences of paragraph 5 and therefore denies the
19 same. WPZS admits that it has received correspondence from Plaintiff self-styled as public
20 records requests and that WPZS has, at times, provided some documents in response despite the
21 lack of a legal obligation under the Public Records Act to do so.
22

23 6. WPZS admits the allegations in paragraph 6, except that WPZS denies that the
24 Woodland Park Zoo Operations and Management Agreement (“Agreement”) was entered into
25 on December 17, 2001.

1 7. The allegations in paragraph 7 attempt to characterize the contents of the
2 Agreement. WPZS answers that the Agreement speaks for itself and therefore denies the same.
3 Further, paragraph 7 contains legal conclusions that do not require a response. To the extent a
4 response is required, WPZS denies the allegations.
5

6 8. The allegations in the first sentence of paragraph 8 attempt to characterize the
7 contents of the Agreement. WPZS answers that the Agreement speaks for itself and therefore
8 denies the same. In answer to the second sentence of paragraph 8, WPZS admits that it receives
9 some funding from the City of Seattle for operation and management. WPZS is without
10 knowledge or information sufficient to form a belief as to the truth of the remaining allegations
11 in paragraph 8 and therefore denies the same.
12

13 9. The allegations in paragraph 9 attempt to characterize the contents of the
14 Agreement. WPZS answers that the Agreement speaks for itself and therefore denies the same.
15

16 10. The allegations in paragraph 10 attempt to characterize the contents of the
17 Agreement. WPZS answers that the Agreement speaks for itself and therefore denies the same.
18

19 11. WPZS admits the allegations in paragraph 11.
20

21 12. WPZS admits that it received correspondence dated November 6, 2013, from
22 Plaintiff self-styled as a public records request. The remaining allegations in paragraph 12
23 attempt to characterize the contents of Plaintiff's correspondence. WPZS answers that the
24 correspondence speaks for itself and therefore denies the same.
25

 13. WPZS admits that it sent correspondence to Plaintiff dated November 13, 2013.
The remaining allegations in paragraph 13 attempt to characterize the contents of WPZS's
November 13, 2013, correspondence. WPZS answers that the correspondence speaks for itself

1 and therefore denies the same.

2 14. WPZS admits that it sent correspondence to Plaintiff dated December 20, 2013.
3 The remaining allegations in paragraph 14 attempt to characterize the contents of WPZS's
4 December 20, 2013, correspondence. WPZS answers that the correspondence speaks for itself
5 and therefore denies the same.
6

7 15. WPZS admits that its December 20, 2013, correspondence contained the quoted
8 words in paragraph 15. The remaining allegations in paragraph 15 attempt to characterize the
9 contents of WPZS's December 20, 2013, correspondence. WPZS answers that the
10 correspondence speaks for itself and therefore denies the same.

11 16. Paragraph 16 contains legal conclusions that do not require a response. To the
12 extent a response is required, WPZS denies the allegations.
13

14 17. WPZS denies the allegations in paragraph 17. Further, paragraph 17 contains
15 legal conclusions that do not require a response. To the extent a response is required, WPZS
16 denies the allegations.

17 **CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **(The Zoo is Subject to the PRA)**

20 18. Plaintiff's incorporation of prior paragraphs in paragraph 18 does not require a
21 response. To the extent a response is required, WPZS incorporates all of the preceding
22 paragraphs as if fully set forth herein.
23

24 19. Paragraph 19 contains legal conclusions that do not require a response. To the
25 extent a response is required, WPZS denies the allegations.

1 paragraphs as if fully set forth herein.

2 28. WPZS admits that its December 20, 2013, correspondence contained the quoted
3 words in paragraph 28, except that WPZS denies that the correspondence contained the quote
4 “classified personnel records”. The remaining allegations in paragraph 28 attempt to
5 characterize the contents of WPZS’s December 20, 2013, correspondence. WPZS answers that
6 the correspondence speaks for itself and therefore denies the same.
7

8 29. Paragraph 29 contains legal conclusions that do not require a response. To the
9 extent a response is required, WPZS denies the allegations.

10 30. Paragraph 30 contains legal conclusions that do not require a response. To the
11 extent a response is required, WPZS denies the allegations.
12

13 **REQUEST FOR RELIEF**

14 No response is required to Plaintiff’s request for relief. To the extent that a response is
15 required, WPZS denies that Plaintiff’s allegations are proper and that Plaintiff is entitled to any
16 of the relief she seeks.

17 Any allegation set forth in the Complaint not specifically admitted in this Answer is
18 denied.
19

20 **WPZS’S AFFIRMATIVE DEFENSES**

- 21 1. Plaintiff fails to state a claim upon which relief can be granted.
- 22 2. Plaintiff’s claims are barred by the doctrines of issue and claim preclusion.
- 23 3. Plaintiff’s claims are barred by the doctrine of estoppel.
- 24 4. WPZS reserves the right to assert additional defenses, counterclaims, cross
25 claims, or third-party claims as this matter progresses.

1 **WPZS'S REQUEST FOR RELIEF**

2 Having fully answered Plaintiff's Complaint and having asserted affirmative defenses,
3 WPZS respectfully requests the following relief:

4 A. That Plaintiff's claims be dismissed with prejudice and with no recovery or relief
5 to Plaintiff;

6 B. That WPZS be awarded attorneys' fees, expenses and costs of this actions, along
7 with any applicable interest, to the fullest extent allowed by law or equity; and

8 C. That WPZS be granted any such other relief as the Court may deem just and
9 equitable.
10

11 DATED this 2nd day of April, 2014.
12

13 PACIFICA LAW GROUP LLP

14 By *s/ Gregory J. Wong*

15

Paul J. Lawrence, WSBA #13557

16 Gregory J. Wong, WSBA #39329

17 Attorneys for Defendant, Woodland Park Zoo
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24
25

1 **CERTIFICATE OF SERVICE**

2 I am and at all times hereinafter mentioned was a citizen of the United States, a resident
3 of the State of Washington, over the age of 21 years, competent to be a witness in the above
4 action, and not a party thereto; that on the 2nd day of April, 2014 I caused to be served a true
5 copy of the foregoing document upon:
6

7 Rob Roy Smith, WSBA #33798
8 Christopher T. Varis, WSBA #32875
9 KILPATRICK, TOWNSEND & STOCKTON, LLP
10 1420 Fifth Avenue, Suite 4400
11 Seattle, WA 98101

- via facsimile
- via overnight courier
- via first-class U.S. mail
- via email
- via electronic court filing
- via hand delivery**

12 Email: rrsmith@kilpatricktownsend.com
13 Email: cvaras@kilpatricktownsend.com

14 Attorneys for Plaintiff

15 I declare under penalty of perjury under the laws of the State of Washington that the
16 foregoing is true and correct

17 DATED this 2nd day of April, 2014.

18 
19 _____
20 Katie Dillon