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04-03-2020, 10:38

Scott G. Weber, Clerk

Clark County

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF CLARK

CORA HAYNES,

Plaintiff,

Case No. 20-2-00606-06

vs.

ANSWER

EVERGREEN SCHOOL DISTRICT, a
public corporation,

Defendant.

COMES NOW Defendant EVERGREEN PUBLIC SCHOOLS, by and through its attorneys of record, Evans, Craven & Lackie, P.S., and admits, denies, and alleges as follows:

I. INTRODUCTION

1.1 Plaintiff's "introduction" does not contain allegations of fact to which a response is deemed necessary. To the extent a response is deemed necessary, Defendant denies all allegations of liability contained in Paragraph 1.1 of Plaintiff's Complaint.

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ANSWER - page 1

Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, WA 99201-0910
(509) 455-5200; fax (509) 455-3632

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II. PARTIES

2.1 Defendant admits that Plaintiff was employed by Evergreen Public Schools as a special education teacher. Defendant is without sufficient information to admit or deny the remainder of Paragraph 2.1 of Plaintiff's Complaint, and therefore denies the same.

2.2 Defendant admits the allegations contained in Paragraph 2.2 of Plaintiff's Complaint but clarifies that the entity is Evergreen Public Schools, not Evergreen School District.

III. JURISDICTION AND VENUE

3.1 Without admitting the veracity of any of the allegations contained in Plaintiff's Complaint, Defendant admits that the alleged acts and omissions in Plaintiff's Complaint arose out of Evergreen Public Schools' performance of business activities in Clark County, but deny any allegation of liability contained in Paragraph 3.1 of Plaintiff's Complaint.

3.2 Defendant admits the allegations contained in Paragraph 3.2 of Plaintiff's Complaint.

3.3 Defendant admits the allegations contained in Paragraph 3.3 of Plaintiff's Complaint.

IV. FACTUAL ALLEGATIONS

4.1 Defendant admits that Plaintiff was hired in 2015 as a substitute teacher. Defendant denies that Plaintiff was "promoted." Defendant admits that Plaintiff received satisfactory performance evaluations in the years she received a performance evaluation.

1 4.2 Defendant admits that 49th Street Academy is a school for students with
2 emotional and mental health concerns. Defendant denies that the school is designed for students
3 with physical challenges as alleged in Paragraph 4.2 of Plaintiff's Complaint.

4 4.3 Defendant admits that Amber Lindly was hired as the principal of 49th Street
5 Academy prior to the 2016-17 school year.

6 4.4 Defendant is without sufficient information to admit or deny the allegations
7 contained in Paragraph 4.4 of Plaintiff's Complaint, and therefore denies the same.
8

9 4.5 Deny.

10 4.6 Defendant admits the allegations contained in Paragraph 4.6 of Plaintiff's
11 Complaint.
12

13 4.7 Deny.

14 4.8 Deny.

15 4.9 Deny.

16 4.10 Deny.

17 4.11 Deny.

18 4.12 Deny.

19 4.13 Deny.

20 4.14 Deny.

21 4.15 Deny.

22 4.16 Deny.

23 4.17 Deny.

24 4.18 Deny.

1 4.19 Deny.

2 4.20 Deny.

3 4.21 Defendant admits that Plaintiff was upset with a trainer from an outside agency
4 who stated during a training exercise that her favorite animal was a monkey. Defendant denies
5 the assignment was “proposed by Principal Lindley [sic].” Defendant denies that Ms. Lindly did
6 not follow up with Plaintiff about her concern.
7

8 4.22 Deny.

9
10 4.23 Defendant admits that, beginning in February 2019, Ms. Lindly began to
11 communicate with Ms. Haynes primarily through email. Defendant denies all other allegations
12 contained in Paragraph 4.23 of Plaintiff’s Complaint.
13

14 4.24 Deny.

15 4.25 Defendant admits it issued Plaintiff a non-renewal notice. Defendant denies
16 Plaintiff was terminated and denies that Plaintiff was replaced by a less qualified candidate.
17

18 4.26 Deny.

19 **V. FIRST CLAIM FOR RELIEF**
20 **RACE DISCRIMINATION IN VIOLATION OF RCW § 49.60.180(2) & (3)**

21 5.1 No response required. Defendant re-alleges all above admissions and denials as
22 though fully set forth herein.
23

24 5.2 Deny.

25 5.3 Deny.

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**VI. SECOND CLAIM FOR RELIEF
RETALIATION IN VIOLATION OF RCE § 49.60.210(1)**

6.1 No response required. Defendant re-alleges all above admissions and denials as though fully set forth herein.

6.2 Deny.

6.3 Deny.

**VII. THIRD CLAIM FOR RELIEF
WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY**

7.1 No response required. Defendant re-alleges all above admissions and denials as though fully set forth herein.

7.2 The allegations contained in Paragraph 7.2 of Plaintiff's Complaint constitute legal conclusions to which no response is deemed necessary. To the extent a response is deemed necessary, Defendant denies that Plaintiff was wrongfully discharged. .

7.3 The allegations contained in Paragraph 7.3 of Plaintiff's Complaint constitute legal conclusions to which no response is deemed necessary. To the extent a response is deemed necessary, Defendant denies all allegations of discrimination.

7.4 Deny.

7.5 Deny.

**VII. FOURTH CLAIM FOR RELIEF
NEGLIGENT SUPERVISION AND RETENTION**

8.1 No response required. Defendant re-alleges all above admissions and denials as though fully set forth herein.

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DEFENDANT'S PRAYER FOR RELIEF

WHEREFORE, having fully answered Plaintiff's Complaint, Defendant requests that Judgment be entered against Plaintiff as follows:

1. Judgment dismissing Plaintiff's Complaint with prejudice;
2. Reasonable attorney fees and costs; and
3. For such other and further relief the Court deems equitable.

DATED this 3rd day of April, 2020.

EVANS, CRAVEN & LACKIE, P.S.

By:  52545
For MICHAEL E. McFARLAND, JR., #23000
Attorneys for Evergreen School District

CERTIFICATE OF SERVICE

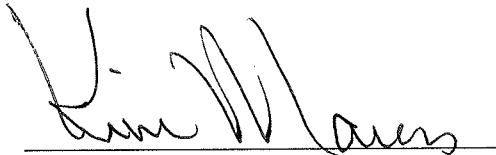
Pursuant to RCW 9A.72.085, the undersigned hereby certifies under penalty of perjury under the laws of the state of Washington, that on the 3rd day of April, 2020, the foregoing was delivered to the following persons via the e-service agreement:

Counsel for Plaintiff

Luke Laughlin
Whitney Stark
Law Office of Luke Laughlin, PLLC
203 4th Avenue East, Suite 219
Olympia, WA 98501

Via Regular Mail []
Via Certified Mail []
Via Overnight Mail []
Via Facsimile []
Hand Delivered []
Via email [X]

Email: luke@lukelaughlinlaw.com
Email: whitney@albiesstark.com
Email: lisa@albiesstark.com



Kimberley L. Mauss