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5 Attorneys for Defendants Mark Robinson, Linda Bjorge,
6 Lurine McGee, Jim Nelson, Sylvia Ettefagh & Leann Rinehart

7 IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
8 FIRST JUDICIAL DISTRICT AT WRANGELL

9 CITY AND BOROUGH OF)
10 WRANGELL,)

11 Plaintiff,)

12 vs.)

13)
14 NOEL D. SELLE-REA, MARK,)
15 ROBINSON, LINDA BJORGE,)
16 LURINE MCGEE, JIM NELSON,)
17 SYLVIA ETTEFAGH, and LEANN)
RINEHART, Individually and as)
co-conspirators,)

18 Defendants.)
19 _____)

FILED in the Trial Courts
State of Alaska, First District
WRANGELL
AUG 10 2012
Clerk of the Trial Courts
By _____ Deputy

Case No. 1WR-12-00055 CI

20 ANSWER

21 Defendants Mark Robinson, Linda Bjorge, Lurine McGee, Jim Nelson, Sylvia
22 Ettefagh, and Leann Rinehart ("Answering Defendants") hereby answer the Complaint
23 for Declaratory and Injunctive Relief of the City and Borough of Wrangell as follows:
24
25

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I. INTRODUCTION

Answering Defendants admit that they have been notified that they were recalled by the voters of the City and Borough of Wrangell in a special election held on June 19, 2012. Answering Defendants admit that the Board of Directors for the Wrangell Medical Center voted to terminate the employment of Wrangell Medical Center Administrator, Defendant Noel Selle-Rea (hereafter Rea), on June 20, 2012. Denied that there was not any discussion of the termination prior to the vote. Denied that there was not any agenda item related to Rea on the June 20, 2012 board meeting agenda. The allegations contained in the second sentence of the Introduction to plaintiff's Complaint are denied. The remaining allegations in the Introduction to plaintiff's Complaint state legal conclusions or requests for relief to which no response is required. Insofar as those sentences allege facts, those factual allegations are denied.

1. Paragraph 1 states a legal conclusion to which no response is required. Insofar as paragraph 1 alleges facts, Answering Defendants are without sufficient knowledge or information to formulate a belief as to the truth of any such allegations and, therefore, deny the same.

2. Admitted.

3. Admitted.

4. Paragraph 4 states a legal conclusion to which no response is required.

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1 5. Insofar as paragraph 5 alleges that Defendant Rea is a resident of Wrangell,
2 such allegation is admitted. The balance of the allegations in paragraph 5 state a legal
3 conclusion to which no response is required

4 6. Insofar as paragraph 6 alleges that Answering Defendants are residents of
5 Wrangell, such allegation is admitted. The balance of the allegations in paragraph 6 state
6 a legal conclusion to which no response is required.

7 7. Insofar as paragraph 7 alleges that pertinent events took place in Wrangell,
8 Alaska, such allegation is admitted. The balance of the allegations in paragraph 7 state a
9 legal conclusion to which no response is required.

10 8. Paragraph 8 states a legal conclusion to which no response is required.
11 Insofar as paragraph 8 alleges that Wrangell Medical Center is located in Wrangell,
12 Alaska, such allegation is admitted. Insofar as paragraph 8 alleges any other facts,
13 Answering Defendants are without sufficient knowledge or information to formulate a
14 belief as to the truth of any such allegations and, therefore, deny the same.

15 9. Admitted.

16 10. Wrangell Borough Charter Section 3-9 speaks for itself. Answering
17 Defendants deny any allegations or characterization(s) of Charter Section 3-9 to the
18 extent such allegations or characterization(s) are inconsistent with that section.

19 11. Admitted that the WMC Board approved an employment contract dated
20 February 22, 2010 with Defendant Rea. Admitted the February 22, 2010 contract was
21 not approved by the Borough Assembly. To the extent the allegations reference specific

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1 provisions of the contract, the contract speaks for itself. Answering Defendants deny any
2 allegations and/or characterization(s) of the contract to the extent they are inconsistent
3 with that document. Answering Defendants are without sufficient knowledge or
4 information to formulate a belief as to the truth of any remaining allegations contained in
5 paragraph 11 and, therefore, deny the same.
6

7 12. Admitted that the WMC Board approved a First Amendment to the
8 February 22, 2010 contract. Answering Defendants are without sufficient knowledge or
9 information to formulate a belief as to the truth of the allegations regarding the date the
10 First Amendment was approved and, therefore, deny the same. Admitted that the First
11 Amendment to the February 22, 2010 contract was not approved by the Borough
12 Assembly. To the extent the allegations reference specific provisions of the First
13 Amendment, that document speaks for itself. Answering Defendants deny any
14 allegations and/or characterization(s) of the First Amendment to the extent they are
15 inconsistent with that document. Answering Defendants are without sufficient
16 knowledge or information to formulate a belief as to the truth of any remaining
17 allegations contained in paragraph 12 and, therefore, deny the same.
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19 13. Answering Defendants are without sufficient knowledge or information to
20 formulate a belief as to the truth of the allegations contained in paragraph 13 and,
21 therefore, deny the same.
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23 14. Paragraph 14 states a legal conclusion to which no response is required.
24 Insofar as paragraph 14 alleges facts, Answering Defendants are without sufficient
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1 knowledge or information to formulate a belief as to the truth of such allegations and,
2 therefore, deny the same.

3 15. Answering Defendants are without sufficient knowledge or information to
4 formulate a belief as to the truth of the allegations contained in paragraph 15 and,
5 therefore, deny the same.
6

7 16. Admitted that on or around March 29, 2012, Defendant Robinson, then
8 WMC Board President, signed a document titled "Second Amendment to Chief
9 Executive Officer Employment Contract Dated February 22, 2010" (hereinafter Second
10 Amendment). Admitted that a copy of the Second Amendment was filed by Plaintiff as
11 Exhibit 1 with its Errata to Complaint for Declaratory and Injunctive Relief. Admitted
12 that the Second Amendment was not approved by the Borough Assembly. Answering
13 Defendants are without sufficient knowledge or information to formulate a belief as to
14 the truth of any remaining allegations contained in paragraph 16 and, therefore, deny the
15 same.
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18 17. The Second Amendment speaks for itself. Answering Defendants deny any
19 allegations and/or characterization(s) of the Second Amendment to the extent they are
20 inconsistent with that document.
21

22 18. Answering Defendants are without sufficient knowledge or information to
23 formulate a belief as to the truth of the allegations contained in paragraph 18 and,
24 therefore, deny the same.
25

1 19. Answering Defendants are without sufficient knowledge or information to
2 formulate a belief as to the truth of the allegations contained in paragraph 19 and,
3 therefore, deny the same.

4 20. The Second Amendment speaks for itself. Answering Defendants deny any
5 allegations and/or characterization(s) of the Second Amendment to the extent they are
6 inconsistent with that document. To the extent that paragraph 20 states legal conclusions
7 regarding the impact of the Second Amendment, no response to such allegations is
8 required.
9

10 21. The February 22, 2010 contract and the First and Second Amendments
11 thereto speak for themselves. Answering Defendants deny any allegations and/or
12 characterization(s) of those documents to the extent such allegations and/or
13 characterization(s) are inconsistent with the documents. To the extent that paragraph 21
14 states legal conclusions regarding the impact of the Second Amendment, no response to
15 such allegations is required.
16

17 22. Answering Defendants are without sufficient knowledge or information to
18 formulate a belief as to the truth of any remaining allegations contained in paragraph 22
19 and, therefore, deny the same.
20

21 23. Admitted that letters dated April 9, 2012 from the Borough Clerk to
22 petition sponsors address certification of the Petitions for Recall. Those letters speak for
23 themselves. Answering Defendants deny any allegations and/or characterization(s) of
24 those letters to the extent such allegations and/or characterization(s) are inconsistent with
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1 the letters. Answering Defendants are without sufficient knowledge or information to
2 formulate a belief as to the truth of any remaining allegations contained in paragraph 23
3 and, therefore, deny the same.

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5 24. Answering Defendants are without sufficient knowledge or information to
6 formulate a belief as to the truth of any remaining allegations contained in paragraph 24
7 and, therefore, deny the same.

8
9 25. Admitted that a special election was held on June 19, 2012. Admitted that
10 Answering Defendants were thereafter informed that eight WMC Board members who
11 were subject to Petitions for Recall were recalled by the voters of the City and Borough
12 of Wrangell. Answering Defendants are without sufficient knowledge or information to
13 formulate a belief as to the truth of any remaining allegations contained in paragraph 25
14 and, therefore, deny the same.

15
16 26. Admitted that Answering Defendants were informed by various sources
17 that the election results would be certified on June 25, 2012. Admitted that the WMC
18 Board held a regularly-scheduled meeting on June 20, 2012. Denied that eight of the
19 nine WMC Board members had been recalled prior to the date the election results were
20 certified.

21
22 27. Denied.

23 28. Admitted.

24 29. Admitted.
25

1 30. Admitted that after an executive session concluded at the Board meeting on
2 June 20, 2012, a defendant made a motion to terminate the employment of Defendant Rea
3 without cause. Answering Defendants are without sufficient knowledge or information to
4 formulate a belief as to the exact statements by Ms. Hunt-Sweat, but it is admitted that
5 Ms. Hunt-Sweat exchanged comments with other Board members regarding discussion of
6 the motion and the financial impact on WMC. Admitted that the Board voted 6-1 to
7 terminate Rea without cause. Admitted that the Board appointed Olinda White, the Chief
8 Financial Officer at WMC, as the Acting Administrator. Any remaining allegations or
9 inferences in paragraph 30 are denied.
10

11
12 31. Admitted that one of the Answering Defendants asked Ms. White to issue a
13 check to Rea for one-half the amount of his five year monetary severance plus an
14 additional 25% to cover his taxes on the severance payment, which total may have been
15 approximately \$520,788.58. Any remaining allegations and inferences contained in
16 paragraph 31 are denied.
17

18 32. The Second Amendment speaks for itself. Answering Defendants deny
19 plaintiff's allegations and/or characterization(s) of the Second Amendment to the extent
20 they are inconsistent with that document.
21

22 33. Admitted that Ms. White prepared a check to Rea after the June 20, 2012
23 Board meeting. Denied that Ms. White protested writing the check to any Answering
24 Defendant. Answering Defendants are without sufficient knowledge or information to
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1 formulate a belief as to the truth of any remaining allegations contained in paragraph 33
2 and, therefore, deny the same.

3 34. Admitted that after the check had been provided to Rea, Ms. White
4 received a call from Defendant Robinson on or around June 21, 2012. Denied that the
5 check was provided at any time to the six Answering Defendants. Admitted that Mr.
6 Robinson and Ms. White agreed the check should be cancelled and Ms. White would
7 arrange for a wire transfer of the funds to Rea. Answering Defendants are without
8 sufficient knowledge or information to formulate a belief as to the truth of any remaining
9 allegations contained in paragraph 34 and, therefore, deny the same.
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12 35. Admitted that Answering Defendants are not aware of Rea having signed a
13 Release of Claims and Covenant Not to Sue. Answering Defendants are without
14 sufficient knowledge or information to form a belief as to the truth of the allegations
15 regarding Rea's receipt or acceptance of the wire transfer or the timing thereof, and,
16 therefore, deny the same. The balance of the allegations contained in paragraph 35 state
17 a legal conclusion to which no response is required. Insofar as paragraph 35 alleges any
18 other facts, those factual allegations are denied.
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21 36. Admitted that Answering Defendants are not aware of Rea having signed a
22 Release of Claims and Covenant Not to Sue. The balance of the allegations contained in
23 paragraph 36 state a legal conclusion to which no response is required. Insofar as
24 paragraph 36 alleges any other facts, those factual allegations are denied.
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1 37. Answering Defendants are without sufficient knowledge or information to
2 formulate a belief as to the truth of the allegations contained in paragraph 37 and,
3 therefore, deny the same.

4 38. Answering Defendants are without sufficient knowledge or information to
5 formulate a belief as to the truth of the allegations contained in paragraph 38 and,
6 therefore, deny the same.

7 39. Answering Defendants are without sufficient knowledge or information to
8 formulate a belief as to the truth of the allegations contained in paragraph 39 and,
9 therefore, deny the same.

10 40. Answering Defendants reaffirm and incorporate their responses to the
11 allegations contained in paragraphs 1 through 39 above.

12 41. The allegations contained in paragraph 41 state a legal conclusion to which
13 no response is required. Insofar as paragraph 41 alleges facts, those factual allegations
14 are denied.

15 42. The allegations contained in paragraph 42 state a legal conclusion to which
16 no response is required. Insofar as paragraph 42 alleges facts, those factual allegations
17 are denied.

18 43. The allegations contained in paragraph 43 state a legal conclusion to which
19 no response is required. Insofar as paragraph 43 alleges facts, those factual allegations
20 are denied.
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1 44. The allegations contained in paragraph 44 state a legal conclusion to which
2 no response is required. Insofar as paragraph 44 alleges facts, those factual allegations
3 are denied.

4 45. Answering Defendants reaffirm and incorporate their responses to the
5 allegations contained in paragraphs 1 through 44 above.

6 46. The allegations contained in paragraph 46 state a legal conclusion to which
7 no response is required. Insofar as paragraph 46 alleges facts, those factual allegations
8 are denied.

9 47. The first sentence of paragraph 47 states a legal conclusion to which no
10 response is required. Insofar as paragraph 47 alleges facts, those factual allegations are
11 denied.

12 48. The Second Amendment speaks for itself. Answering Defendants deny any
13 allegations and/or characterization(s) of the Second Amendment to the extent they are
14 inconsistent with that document. With respect to any and all allegations that go beyond
15 restating the content of the Second Amendment, such allegations are denied.

16 49. Denied.

17 50. Paragraph 50 states a legal conclusion to which no response is required.
18 Insofar as paragraph 50 alleges facts beyond those already admitted in this Answer, those
19 factual allegations are denied.

20 51. Denied.

1 52. To the extent that paragraph 52 alleges that certain acts or omissions
2 constitute an illegal private gift of public funds, such allegations state a legal conclusion
3 to which no response is required. Insofar as paragraph 52 alleges facts, those factual
4 allegations are denied.
5

6 53. To the extent that paragraph 53 contains allegations regarding the scope of
7 Defendant Robinson or the Board's authority, such allegations state a legal conclusion to
8 which no response is required. Insofar as paragraph 53 alleges facts, those factual
9 allegations are denied.
10

11 54. Denied.

12 55. To the extent that paragraph 55 contains allegations that certain acts or
13 omissions were illegal, such allegations state a legal conclusion to which no response is
14 required. Insofar as paragraph 55 alleges facts, those factual allegations are denied.
15

16 56. Paragraph 56 states a legal conclusion to which no response is required.
17 Insofar as paragraph 56 alleges facts, those factual allegations are denied.

18 57. Answering Defendants reaffirm and incorporate their responses to the
19 allegations contained in paragraphs 1 through 56 above.
20

21 58. Paragraph 58 states a legal conclusion to which no response is required.
22 Insofar as paragraph 58 alleges facts, those factual allegations are denied.

23 59. Denied.

24 60. Denied.

25 61. Denied.

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62. Paragraph 62 states a legal conclusion to which no response is required.
Insofar as paragraph 62 alleges facts, those factual allegations are denied.

63. Answering Defendants reaffirm and incorporate their responses to the
allegations contained in paragraphs 1 through 62 above.

64. Paragraph 64 states a legal conclusion to which no response is required.
Insofar as paragraph 64 alleges facts, those factual allegations are denied.

65. Denied.

66. Denied.

67. Denied.

68. Paragraph 68 states a legal conclusion to which no response is required.
Insofar as paragraph 68 alleges facts, those factual allegations are denied.

69. Answering Defendants reaffirm and incorporate their responses to the
allegations contained in paragraphs 1 through 68 above.

70. Paragraph 70 states a legal conclusion to which no response is required.
Insofar as paragraph 70 alleges facts, those factual allegations are denied.

71. Paragraph 71 states a legal conclusion to which no response is required.
Insofar as paragraph 71 alleges facts, those factual allegations are denied.

72. The Second Amendment speaks for itself. Answering Defendants deny any
allegations and/or characterization(s) of the Second Amendment to the extent they are
inconsistent with that document. The remaining allegations contained in paragraph 72
are denied.

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73. Denied.

74. Paragraph 74 states a legal conclusion to which no response is required. Insofar as paragraph 74 alleges facts, those factual allegations are denied.

75. Paragraph 75 states a legal conclusion to which no response is required. Insofar as paragraph 75 alleges facts, those factual allegations are denied.

76. Answering Defendants reaffirm and incorporate their responses to the allegations contained in paragraphs 1 through 75 above.

77. Admitted that, on or around June 21, 2012, Defendant Robinson and Ms. White agreed to make a wire transfer payment to Defendant Rea in the approximate amount of \$520,788.58. The balance of the allegations in paragraph 77 state a legal conclusion to which no response is required. Insofar as paragraph 77 alleges any other facts, those factual allegations are denied.

78. Denied.

79. To the extent that paragraph 79 alleges that any Defendant's acts or omissions constituted an illegal private gift of public funds, such allegation states a legal conclusion to which no response is required. Insofar as paragraph 79 alleges facts, those factual allegations are denied.

80. To the extent that paragraph 80 alleges that Defendant Robinson lacked authority for any actions stated therein, such allegation states a legal conclusion to which no response is required. Insofar as paragraph 80 alleges facts, those factual allegations are denied.

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81. Denied.

82. To the extent that paragraph 81 alleges that any acts or omissions by Defendant Robinson were illegal, such allegation states a legal conclusion to which no response is required. Insofar as paragraph 82 alleges facts, those factual allegations are denied.

83. Paragraph 83 states a legal conclusion to which no response is required. Insofar as paragraph 83 alleges facts, those factual allegations are denied.

84. Answering Defendants reaffirm and incorporate their responses to the allegations contained in paragraphs 1 through 83 above.

85. To the extent that paragraph 85 alleges that any Answering Defendant's acts or omissions constituted an illegal private gift of public funds, such allegation states a legal conclusion to which no response is required. Insofar as paragraph 85 alleges facts, Answering Defendants are without sufficient knowledge or information to formulate a belief as to the truth of such allegations and, therefore, deny the same.

86. Answering Defendants are without sufficient knowledge or information to formulate a belief as to the truth of any allegations contained in paragraph 86 and, therefore, deny the same.

87. To the extent that paragraph 87 alleges that any acts or omissions by Answering Defendants were illegal, such allegation states a legal conclusion to which no response is required. Insofar as paragraph 87 alleges facts, Answering Defendants are

1 without sufficient knowledge or information to formulate a belief as to the truth of such
2 allegations and, therefore, deny the same.

3 88. Paragraph 88 states a legal conclusion to which no response is required.
4 Insofar as paragraph 88 alleges facts, those factual allegations are denied.
5

6 89. Answering Defendants reaffirm and incorporate their responses to the
7 allegations contained in paragraphs 1 through 88 above.

8 90. Paragraph 90 states a legal conclusion to which no response is required.
9 Insofar as paragraph 90 alleges facts, those factual allegations are denied.
10

11 91. Admitted that, on or around June 21, 2012, Defendant Robinson and Ms.
12 White agreed to cancel the check written to Defendant Rea and make a wire transfer
13 payment instead. The balance of the allegations contained in paragraph 91 state a legal
14 conclusion to which no response is required. Insofar as paragraph 91 alleges any other
15 facts, those factual allegations are denied.
16

17 92. Paragraph 92 states a legal conclusion to which no response is required.
18 Insofar as paragraph 92 alleges facts, Answering Defendants are without sufficient
19 knowledge or information to formulate a belief as to the truth of such allegations and,
20 therefore, deny the same.
21

22 93. To the extent that paragraph 93 alleges that any acts or omissions by
23 Answering Defendants were false and misleading, such allegation states a legal
24 conclusion to which no response is required. Insofar as paragraph 93 contains allegations
25 regarding the knowledge of Defendant Rea, Answering Defendants are without sufficient

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1 knowledge or information to formulate a belief as to the truth of such allegations and,
2 therefore, deny the same. Insofar as paragraph 93 alleges any other facts, those factual
3 allegations are denied.

4
5 94. Insofar as paragraph 94 contains allegations regarding the knowledge of
6 Defendant Rea, Answering Defendants are without sufficient knowledge or information
7 to formulate a belief as to the truth of such allegations and, therefore, deny the same.
8 Any remaining allegations contained in paragraph 94 are denied.

9
10 95. To the extent that paragraph 95 alleges that Answering Defendants' lacked
11 authority for their acts or omissions, or that the Second Amendment violated public
12 policy, such allegations state a legal conclusion to which no response is required. Insofar
13 as paragraph 95 contains allegations regarding the knowledge of Defendant Rea,
14 Answering Defendants are without sufficient knowledge or information to formulate a
15 belief as to the truth of such allegations and, therefore, deny the same. Insofar as
16 paragraph 95 alleges any other facts, those factual allegations are denied.

17
18 96. To the extent that paragraph 96 alleges that Answering Defendants' lacked
19 authority for their acts or omissions, such allegation states a legal conclusion to which no
20 response is required. Insofar as paragraph 96 contains allegations regarding the
21 knowledge of Defendant Rea, Answering Defendants are without sufficient knowledge or
22 information to formulate a belief as to the truth of such allegations and, therefore, deny
23 the same. Insofar as paragraph 96 alleges any other facts, those factual allegations are
24 denied.
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1 97. To the extent that paragraph 97 alleges that Answering Defendants' lacked
2 authority for their acts or omissions, or that their acts or omissions violated Wrangell
3 Municipal Code, such allegations state a legal conclusion to which no response is
4 required. Insofar as paragraph 97 contains allegations regarding the knowledge of
5 Defendant Rea, Answering Defendants are without sufficient knowledge or information
6 to formulate a belief as to the truth of such allegations and, therefore, deny the same.
7 Insofar as paragraph 97 alleges any other facts, those factual allegations are denied.
8

9 98. Paragraph 98 states a legal conclusion to which no response is required.
10 Insofar as paragraph 98 alleges facts, those factual allegations are denied.
11

12 99. To the extent that paragraph 99 alleges that any Defendant's acts or
13 omissions constituted fraudulent statements and conduct, such allegation states a legal
14 conclusion to which no response is required. Insofar as paragraph 99 alleges facts, those
15 factual allegations are denied.
16

17 100. Paragraph 100 states a legal conclusion to which no response is required.
18 Insofar as paragraph 100 alleges facts, those factual allegations are denied.
19

20 101. Paragraph 101 states a legal conclusion to which no response is required.
21 Insofar as paragraph 101 alleges facts, those factual allegations are denied.
22

23 102. Answering Defendants reaffirm and incorporate their responses to the
24 allegations contained in paragraphs 1 through 101 above.
25

103. Admitted.

1 104. Wrangell Municipal Code Section 3.32.010 speaks for itself. Answering
2 Defendants deny any allegations and/or characterization(s) of that Section to the extent
3 such allegations and/or characterization(s) are inconsistent with the Code Section itself.

4 105. Wrangell Municipal Code Section 3.04.112 speaks for itself. Answering
5 Defendants deny any allegations and/or characterization(s) of that Section to the extent
6 such allegations and/or characterization(s) are inconsistent with the Code Section itself.

7 106. Paragraph 106 states a legal conclusion to which no response is required.
8 Insofar as paragraph 106 alleges facts, those factual allegations are denied.

9 107. Paragraph 107 states a legal conclusion to which no response is required.
10 Insofar as paragraph 107 alleges facts, those factual allegations are denied.

11 108. Paragraph 108 states a legal conclusion to which no response is required.
12 Insofar as paragraph 108 alleges facts, those factual allegations are denied.

13 109. Answering Defendants reaffirm and incorporate their responses to the
14 allegations contained in paragraphs 1 through 108 above.

15 110. Admitted that Answering Defendants did not insist after Rea's termination
16 that WMC wait until the 60th day after such termination to make a severance payment.
17 Admitted that Answering Defendants did not require Rea to sign a Release of Claims and
18 Covenant Not to Sue after his termination as a precondition to receiving any payment of
19 severance. The balance of paragraph 110 states a legal conclusion to which no response
20 is required. Insofar as paragraph 110 alleges any additional facts, those factual
21 allegations are denied.
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111. Paragraph 111 states a legal conclusion to which no response is required. Insofar as paragraph 111 alleges facts, Answering Defendants are without sufficient knowledge or information to formulate a belief as to the truth of such allegations and, therefore, deny the same.

112. Paragraph 112 states a legal conclusion to which no response is required. Insofar as paragraph 112 alleges facts, those factual allegations are denied.

113. Paragraph 113 states a legal conclusion to which no response is required. Insofar as paragraph 113 alleges facts, Answering Defendants are without sufficient knowledge or information to formulate a belief as to the truth of such allegations and, therefore, deny the same.

114. Paragraph 114 states a legal conclusion to which no response is required. Insofar as paragraph 114 alleges facts, those factual allegations are denied.

115. Answering Defendants reaffirm and incorporate their responses to the allegations contained in paragraphs 1 through 114 above.

116. Admitted.

117. Denied.

118. Answering Defendants are without sufficient knowledge or information to formulate a belief as to the truth of the allegations contained in paragraph 118 and, therefore, deny the same.

119. Paragraph 119 states a legal conclusion to which no response is required. Insofar as paragraph 119 alleges facts, those factual allegations are denied.

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1 210. Paragraph 120 states a legal conclusion to which no response is required.
2 Insofar as paragraph 120 alleges facts, Answering Defendants reaffirm and incorporate
3 their responses to the allegations contained in paragraphs 1 through 119 above. Insofar
4 as paragraph 120 alleges that the law firm Garvey Schubert Barer assisted with drafting
5 the Second Amendment and was paid for that service, such allegation is admitted. Any
6 further or additional factual allegations contained in paragraph 120 are denied.
7

8 211. Paragraph 121 states a legal conclusion to which no response is required.
9 Insofar as paragraph 121 alleges facts, those factual allegations are denied.
10

11 212. Answering Defendants reaffirm and incorporate their responses to the
12 allegations contained in paragraphs 1 through 122 above.
13

14 213. Paragraph 123 states a legal conclusion to which no response is required.
15 Insofar as paragraph 123 alleges facts, Answering Defendants reaffirm and incorporate
16 their responses to the allegations contained in paragraphs 1 through 122 above. Insofar
17 as paragraph 123 alleges that public notice was not provided in advance of the regularly-
18 scheduled Board meeting on June 20, 2012 that potential action may be taken as to Rea's
19 employment at such meeting, such allegation is admitted. Insofar as paragraph 123
20 alleges any other facts, such factual allegations are denied.
21

22 214. Paragraph 124 states a legal conclusion to which no response is required.
23 Insofar as paragraph 124 alleges facts, those factual allegations are denied.
24

25 215. Answering Defendants reaffirm and incorporate their responses to the
allegations contained in paragraphs 1 through 124 above.

1 226. Admitted that the vote to terminate Rea's employment without cause at the
2 regularly-scheduled WMC board meeting on June 20, 2012 was 6-1 in favor of the
3 motion to terminate. Admitted that the 6 yea votes were all cast by the six Answering
4 Defendants. Admitted that the lone dissenting vote was cast by the one WMC board
5 member who was not subject to the recall election. Any remaining allegations or
6 inferences contained in paragraph 126 are denied.
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8 227. To the extent that paragraph 127 alleges that all Answering Defendants
9 intended to terminate Rea in advance of the June 20, 2012 board meeting, such allegation
10 is denied. The remaining allegations contained in paragraph 127 are admitted.
11

12 228. Admitted that Ms. Hunt-Sweat was not subject to the recall. Answering
13 Defendants are without sufficient knowledge or information to formulate a belief as to
14 the exact statements of Ms. Hunt-Sweat, but it is admitted that after the motion was made
15 by one of the Answering Defendants and discussion was called for on the motion, Ms.
16 Hunt-Sweat commented that the issue had not been previously discussed and inquired or
17 commented regarding whether it was something that should be discussed in executive
18 session. Denied that Ms. Hunt-Sweat asked to know when the termination of Rea had
19 been discussed. Any remaining allegations or inferences contained in paragraph 128 are
20 denied.
21

22 229. Admitted that none of the Answering Defendants stated on the public
23 record when the termination of Rea had been discussed. Denied that Answering
24 Defendants refused to allow discussion on the motion.
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DATED this 10th day of August, 2012.

DAVIS WRIGHT TREMAINE LLP
Attorneys for Answering Defendants Mark
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Certificate of Service:

I certify that on Aug 10th, 2012, a true and correct copy
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