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T.I. v. Delia



JI-WA-001-003

REC-1

FILED

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CIVIL TRACK I  
Judge Robert Dixon

KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

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SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR KING COUNTY

T.I., et al.,

Plaintiffs,

v.

HAROLD DELIA, et al.,

Defendants.

NO. 90-2-16125 1

ANSWER OF DEFENDANTS DENTON,  
FELDER, AND SEATTLE SCHOOL  
DISTRICT NO. 1 AND THIRD-  
PARTY COMPLAINT OF SEATTLE  
SCHOOL DISTRICT NO. 1

SEATTLE SCHOOL DISTRICT NO. 1,

Third-Party  
Plaintiff,

v.

STATE OF WASHINGTON,

Third-Party  
Defendant.

Defendants Denton, Felder, and Seattle School District  
No. 1 ("defendants," "these defendants," or "School District  
Defendants") answer as follows, and defendant Seattle School

ANSWER OF SCHOOL DISTRICT  
DEFENDANTS - 1

[01513-0001/SL902470.013]

PERKINS COIE  
1201 THIRD AVENUE, 40TH FLOOR  
SEATTLE, WASHINGTON 98101-3099  
(206) 583-8888

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1  
2 District No. 1 alleges the following third-party complaint  
3  
4 under CR 14:  
5

6  
7 **ANSWER**

8 1.0 Paragraph 1 of the complaint requires no answer.

9  
10 2.1 Defendants are without information or belief as to  
11 paragraphs 2.1 to 2.3 and therefore deny those allegations.  
12

13 2.2 Defendants admit the first sentences of paragraphs  
14 2.4 and 2.5. The remainder of those paragraphs consists of  
15 allegations of law or statements of plaintiffs' intentions.  
16  
17

18 2.3 As to paragraph 2.6, defendants admit that defen-  
19 dants Denton and Felder are involved in administration of the  
20 detention school but deny that these defendants have complete  
21 control or responsibility over the school.  
22  
23

24 2.4 As to paragraph 2.7, defendants admit that an  
25 agreement was executed in 1984 between Seattle School  
26 District No. 1 and King County Department of Youth Services.  
27  
28

29 2.5 Defendants admit paragraph 2.8.

30 3.1 No answer is necessary to paragraph 3.1, which is a  
31 statement of plaintiffs' intentions.  
32  
33

34 3.2 Defendants deny paragraphs 3.2, 3.6, 3.7, and 3.9.

35 3.3 Defendants admit paragraphs 3.3 with the exception  
36 of the size of the class at the time of the filing of the  
37 complaint.  
38  
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47

1  
2 3.4 Defendants admit paragraphs 3.4 and 3.5 upon infor-  
3  
4 mation and belief.

5  
6 3.5 Defendants deny the first sentence of paragraph 3.8  
7  
8 and, with respect to counsel for W.F., are without  
9  
10 information and belief as to the second sentence of paragraph  
11  
12 3.8 and therefore deny those allegations. Defendants admit  
13  
14 the second sentence of paragraph 3.8 with respect to counsel  
15  
16 for T.I. and D.I.

17  
18 4.1 Paragraphs 4.1 to 4.32, paragraph 4.34, paragraphs  
19  
20 4.37 to 4.45, and paragraphs 4.47 to 4.56 are not alleged  
21  
22 against these defendants.

23  
24 4.2 Defendants deny paragraphs 4.28, 4.33, 4.35. 4.36,  
25  
26 and 4.46 as they relate to these defendants.

27  
28 5.0 Only the third cause of action relates to these  
29  
30 defendants, and they deny that it states a claim for relief.

31  
32 6.0 Plaintiffs have not obtained sufficient service of  
33  
34 process on defendants.

35  
36 7.0 Plaintiffs have failed to join the State of  
37  
38 Washington, an indispensable party under CR 19.

39  
40 8.0 Plaintiffs have failed to exhaust their administra-  
41  
42 tive remedies.

43  
44 9.0 Plaintiffs have failed to bring their action within  
45  
46 the time period required by law.  
47

1  
2 10.0 Some members of plaintiffs' proposed class have  
3  
4 refused to participate in the educational program, have dis-  
5  
6 rupted the program, or have attempted to deny the program to  
7  
8 other members of the proposed class.

9  
10 11.0 Problems in the educational program alleged by  
11  
12 plaintiffs are due to their actions or the actions of third  
13  
14 parties for whom these defendants are not responsible.

15  
16 12.0 Defendants are prohibited under state law from  
17  
18 spending more on the educational program than is currently  
19  
20 being spent.

21  
22 13.0 To the extent that plaintiffs rely upon the agree-  
23  
24 ment between Seattle School District No. 1 and King County  
25  
26 Department of Youth Services, that contract requires that all  
27  
28 disputes be resolved by binding arbitration.

29  
30 **THIRD-PARTY COMPLAINT AGAINST**  
31 **STATE OF WASHINGTON**  
32

33 1.0 Pursuant to Article 9, Section 1, of the Constitu-  
34  
35 tion of the State of Washington, RCW 13.04.145, and (former)  
36  
37 RCW 28A.58.772-.778, the State of Washington is responsible  
38  
39 for fully funding the basic, special, and vocational  
40  
41 education of plaintiffs.

42  
43 2.0 The State has failed to fully fund its own formula,  
44  
45 has failed to provide funding in a timely fashion so as to  
46  
47 allow the provision of services contemplated by the formula,

1  
2 and has failed to recognize in its funding formula the full  
3 costs of students such as plaintiffs.  
4


5  
6 3.0 If the Court should determine that these defendants  
7 have failed to provide a statutorily or constitutionally  
8 adequate education to plaintiffs, then the State should be  
9 held responsible for providing full and timely funding of  
10 whatever program of education the Court determines is  
11 necessary.  
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17

18 **CONCLUSION**

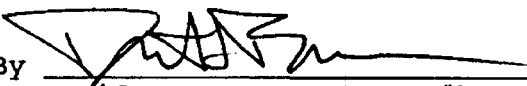
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20 The School District Defendants request that the Court  
21 deny class certification, dismiss plaintiffs' claims with  
22 prejudice, and, if any relief is granted against these defen-  
23 dants, provide that such relief be fully funded by third-  
24 party defendant.  
25  
26  
27  
28

29  
30 DATED: September 26, 1990.  
31

32 **SEATTLE SCHOOL DISTRICT NO. 1**

33  
34  
35 By   
36 Michael W. Hoge, WSBA #6180  
37 General Counsel  
38

39 **PERKINS COIE**

40  
41  
42 By   
43 David J. Burman, WSBA #10611  
44 Attorneys for School District  
45 Defendants  
46  
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