

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

BOBBY KITCHION, AUSTIN
RUSNAK, and CANDANCE REAM,
individually; SQUIRREL CHOPS LLC, a
Washington limited liability company,

Plaintiffs,

v.

CITY OF SEATTLE, WASHINGTON, a
municipal corporation,

Defendant.

No. 19-2-25729-6 SEA

DEFENDANT'S ANSWER AND
AFFIRMATIVE DEFENSES

Defendant the City of Seattle (the "City") answers the Complaint of Plaintiffs Bobby
Kitchion, Austin Rusnak, Candance Ream, and Squirrel Chops LLC ("Plaintiffs") as follows:

I. INTRODUCTION

1. The City admits that it is facing a homelessness crisis, and that many factors beyond
its control have contributed to the crisis, and otherwise denies the allegations in paragraph 1 as
overly generalized and vague.

2. The City admits that demand for shelter space has grown in recent years, that
unhoused persons sometimes set up unauthorized encampments on public property, and that the
homelessness crisis cannot be solved overnight. The City is deploying new and unprecedented

1 resources in coordination with its partners to make progress. The City otherwise denies the
2 allegations in paragraph 2 as overly generalized and vague.

3 3. The City admits that it is deploying new and unprecedented resources to address
4 the homelessness crisis, including creating more affordable housing. The City further admits that
5 it has also established an Encampment Abatement Program to address public health, safety, and
6 operational concerns related to unauthorized encampments on public property, while accounting
7 for the interests and legal rights of unhoused persons. The City denies that the Encampment
8 Abatement Program has been designed or implemented to solve the housing crisis. The remaining
9 allegations in paragraph 3 are either overly generalized and vague or constitute legal conclusions
10 and legal argument to which no response is required. To the extent a response is required, the City
11 denies the same.
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13
14 4. The City denies that the description of its Encampment Abatement Program in
15 paragraph 4 is accurate or complete. The City responds that its rules and written procedures speak
16 for themselves, and that the Encampment Abatement Program addresses health, safety, and
17 operational concerns related to unauthorized encampments while also respecting the interests and
18 rights of unhoused persons. The City otherwise denies the allegations in paragraph 4.

19 5. The City denies the allegations in paragraph 5.

20 6. The City responds that its rules and written procedures speak for themselves and
21 denies that it threatens unhoused persons with arrest for simply trying to survive somewhere or
22 that it discards items left at unauthorized encampments absent lawful justification under the
23 circumstances. The City otherwise lacks sufficient knowledge or information to form a belief as
24 to the truth of the allegations in paragraph 6, which appear to be incomplete and lacking important
25 factual context and details, and this has the effect of a denial.
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1 7. The City responds that its rules and written procedures speak for themselves and
2 denies that it discards items left at unauthorized encampments absent lawful justification under the
3 circumstances. The City otherwise lacks sufficient knowledge or information to form a belief as
4 to the truth of the allegations in paragraph 7, which appear to be incomplete and lacking important
5 factual context and details, and this has the effect of a denial.
6

7 8. The City responds that its rules and written procedures speak for themselves and
8 denies that it discards items left at unauthorized encampments absent lawful justification under the
9 circumstances. The City otherwise lacks sufficient knowledge or information to form a belief as
10 to the truth of the allegations in paragraph 8, which appear to be incomplete and lacking important
11 factual context and details, and this has the effect of a denial.
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13 9. The City lacks sufficient knowledge or information to form a belief as to the truth
14 of the allegations in paragraph 9, including the subjective objection identified therein, and this has
15 the effect of a denial.

16 10. The City admits that it is spending millions of dollars on the ongoing homelessness
17 crisis, and responds that it is spending far more on direct investments to address the crisis (such as
18 rental assistance, bridge shelter, and building low-income housing) than it is spending on the
19 Encampment Abatement Program. The City further admits that taxpayers generally fund the City's
20 activities. The City denies the remaining allegations and characterizations in paragraph 10.
21

22 11. The City responds that its Encampment Abatement Program addresses serious
23 public health, safety, and operational concerns arising from unauthorized encampments while
24 respecting the interests and rights of unhoused persons. The City further responds that it is
25 deploying new and unprecedented resources to address the ongoing homelessness crisis, including
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1 by increasing accessibility of housing alternatives. The City denies the remaining allegations in
2 paragraph 11 as overly generalized, vague, and inaccurate.

3 12. The City admits the first two sentences of paragraph 12. The remaining allegations
4 in paragraph 12 constitute legal conclusions and legal argument to which no response is required.
5 To the extent a response is required, the City denies the same.
6

7 13. The allegations in paragraph 13 constitute legal conclusions and legal argument to
8 which no response is required. To the extent a response is required, the City denies the same.

9 14. The allegations in paragraph 14 constitute a request for relief to which no response
10 is required. To the extent a response is required, the City denies that Plaintiffs are entitled to any
11 relief.
12

13 **II. JURISDICTION AND VENUE**

14 15. The City admits that this Court has subject matter jurisdiction, but denies that any
15 relief is proper or should be granted.

16 16. The City admits the allegations in paragraph 16.
17

18 **III. PARTIES**

19 17. The City lacks sufficient knowledge or information to form a belief about the truth
20 of the allegations in paragraph 17, which has the effect of a denial.

21 18. The allegations in paragraph 18 constitute Plaintiffs' characterizations of
22 themselves to which no response is required. To the extent a response is required, the City denies
23 the same.

24 19. The City lacks sufficient knowledge or information to form a belief about the truth
25 of the allegations in paragraph 19, including descriptions of Plaintiffs' own activities and interests,
26 and this has the effect of a denial.
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1 20. The City lacks sufficient knowledge or information to form a belief about the truth
2 of the allegations in paragraph 20, which has the effect of a denial.

3 21. The City admits the first and second sentences of paragraph 21. The third sentence
4 of paragraph 21 contains legal conclusions and legal argument to which no response is required.
5 To the extent a response is required, the City denies the same.
6

7 **IV. FACTUAL ALLEGATIONS**

8 22. The City lacks sufficient knowledge or information to form a belief about the truth
9 of the allegations in paragraph 22, which has the effect of a denial.

10 23. The City admits that some shelters provide services for women or men only and
11 that some shelters do not allow pets. The City lacks sufficient knowledge or information to form a
12 belief about the truth of the remaining allegations in paragraph 23, which has the effect of a denial.
13

14 24. The City admits that it conducts encampment removals and that during those
15 removals items are sometimes discarded, but the City denies that it discards items left at
16 unauthorized encampments absent lawful justification under the circumstances. The City
17 otherwise lacks sufficient knowledge or information to form a belief about the truth of the
18 remaining allegations in paragraph 24, which appear to be incomplete and lacking important
19 factual context and details, and this has the effect of a denial.

20 25. The City admits that if an individual refuses to cooperate by removing belongings
21 or physically leaving a prohibited area during a removal, he or she may be subject to arrest for
22 obstruction, pedestrian interference, or criminal trespass. The City otherwise lacks sufficient
23 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
24 25, which appear to be incomplete and lacking important factual context and details, and this has
25 the effect of a denial.
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1 26. The City lacks sufficient knowledge or information to form a belief about the truth
2 of the allegations in paragraph 26, none of which are directed at the City and its actions, and this
3 has the effect of a denial.

4 27. The City admits that during encampment removals, it sorts through unclaimed
5 items and, depending on the circumstances, items might be stored or discarded. The City otherwise
6 lacks sufficient knowledge or information to form a belief about the truth of the remaining
7 allegations in paragraph 27, which appear to be incomplete and lacking important factual context
8 and details, and this has the effect of a denial.

9 28. The City admits that it posts notices when unclaimed property has been stored from
10 a removal and facilitates the retrieval of such property. Otherwise, the City lacks sufficient
11 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
12 28 and this has the effect of a denial.

13 29. The City admits that it sorts through unclaimed items during encampment removals
14 and, depending on the circumstances, items might be stored or discarded. The City further responds
15 that it generally will not discard items over a camper's objection rather than allow the camper to
16 remove the belongings. The City otherwise lacks sufficient knowledge or information to form a
17 belief about the truth of the remaining allegations in paragraph 29, which appear to be incomplete
18 and lacking important factual context and details, and this has the effect of a denial.

19 30. The City's investigation is ongoing and it lacks sufficient knowledge or information
20 to form a belief as to the truth of the allegations in the second and last sentences of paragraph 30,
21 which has the effect of a denial. The City denies the remaining allegations in paragraph 30.

22 31. The City admits that it posted a Notice of Cleanup at Alaskan Way on June 30,
23 2019, which speaks for itself.

1 32. The City admits that it sometimes conducts expedited removals of encampments
2 that qualify under the City's rules as obstructions, immediate hazards, or in emphasis areas. The
3 City further admits that during encampment removals it sorts through unclaimed items and,
4 depending on the circumstances, items might be stored or discarded. The City lacks sufficient
5 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
6 32, which appear to be incomplete and lacking important factual context and details, and this has
7 the effect of a denial.
8

9 33. The City admits that it sometimes conducts expedited removals of encampments
10 that qualify under the City's rules as obstructions, immediate hazards, or in emphasis areas. The
11 City further admits that during encampment removals it sorts through unclaimed items and,
12 depending on the circumstances, items might be stored or discarded. The City lacks sufficient
13 knowledge or information to form a belief as to the truth of the allegations in the third sentence of
14 paragraph 33, which has the effect of a denial. The City denies the remaining allegations in
15 paragraph 33.
16

17 34. The City admits that it posted a Notice of Cleanup on at Pioneer Square on
18 September 8, 2019, which speaks for itself.
19

20 35. The City denies the allegations in paragraph 35.
21

22 36. The City admits that it sometimes conducts expedited removals of encampments
23 that qualify under the City's rules as obstructions, immediate hazards, or in emphasis areas. The
24 City further admits that during encampment removals it sorts through unclaimed items and,
25 depending on the circumstances, items might be stored or discarded. The City lacks sufficient
26 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
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1 36, which appear to be incomplete and lacking important factual context and details, and this has
2 the effect of a denial.

3 37. The City responds that it generally does not preclude campers from removing
4 belongings from an unauthorized encampment. The City otherwise lacks sufficient knowledge or
5 information to form a belief about the truth of the allegations in paragraph 37, which has the effect
6 of a denial.
7

8 38. The City admits that it posted notices at Pioneer Square on September 14, 2019,
9 and September 15, 2019. The City's investigation is ongoing and the City currently lacks sufficient
10 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
11 38, which has the effect of a denial.
12

13 39. The City responds that in relation to unauthorized encampments and encampment
14 removals it often conducts outreach and makes shelter referrals. The City otherwise lacks sufficient
15 knowledge or information to form a belief about the truth of the allegations in paragraph 39, which
16 has the effect of a denial.
17

18 40. The City denies that it discards items at encampments without regard for whether
19 the item appears to be abandoned. The City further responds that its rules are reasonably designed
20 to provide notice of removal and an opportunity to retrieve belongings. The City otherwise lacks
21 sufficient knowledge or information to form a belief about the truth of the allegations in paragraph
22 40, which has the effect of a denial.

23 41. The first sentence of paragraph 41 contains legal conclusions to which no response
24 is required. To the extent a response is deemed required, the City denies the same. The City admits
25 that during encampment removals it sorts through unclaimed items and, depending on the
26 circumstances, items might be stored or discarded. The City lacks sufficient knowledge or
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1 information to form a belief about the truth of the remaining allegations in paragraph 41, which
2 has the effect of a denial.

3 42. The allegations of paragraph 42 contain legal conclusions and legal argument to
4 which no response is required. To the extent a response is deemed required, the City denies those
5 allegations. The City admits that during encampment removals it sorts through unclaimed items
6 and, depending on the circumstances, items might be stored or discarded. The City lacks sufficient
7 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
8 42, which has the effect of a denial.

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10 43. The City lacks sufficient knowledge or information to form a belief about the truth
11 of the allegations in paragraph 43, which has the effect of a denial.

12 44. The City lacks sufficient knowledge or information to form a belief about the truth
13 of the allegations in paragraph 44, which has the effect of a denial.

14 45. The City lacks sufficient knowledge or information to form a belief about the truth
15 of the allegations in paragraph 45, which has the effect of a denial.

16 46. The City's investigation is ongoing and it currently lacks sufficient knowledge or
17 information to form a belief about the truth of the allegations in paragraph 46, which has the effect
18 of a denial.

19 47. The City lacks sufficient knowledge or information to form a belief about the truth
20 of the allegations in paragraph 47, which has the effect of a denial.

21 48. The City admits that on December 20, 2018, it conducted a removal of an
22 encampment under the Ballard Bridge that blocked a substantial portion of sidewalk and was
23 adjacent to vehicular traffic, and that campers were not present at the time. The City further admits
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1 that it posted a Notice of Cleanup on December 20, 2018, which speaks for itself. The City
2 otherwise denies the remaining allegations in paragraph 48.

3 49. The first sentence of paragraph 49 contains legal conclusions and argument to
4 which no response is required. To the extent a response is deemed required to those, the City denies
5 the same. The City admits that on December 20, 2018, it conducted a removal of an encampment
6 under the Ballard Bridge, and that campers were not present at the time. The City lacks sufficient
7 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
8 49, which has the effect of a denial.

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10 50. The City's investigation is ongoing and it currently lacks sufficient knowledge or
11 information to form a belief about the truth of the allegations in paragraph 50, which has the effect
12 of a denial.

13
14 51. The City denies that it "destroyed" property. The City admits that items were
15 discarded as a result of the encampment removal the City conducted under the Ballard Bridge on
16 December 20, 2018. The City otherwise lacks sufficient knowledge or information to form a belief
17 about the truth of the remaining allegations in paragraph 51, which has the effect of a denial.

18 52. The allegations in paragraph 52 contain legal conclusions and legal argument to
19 which no response is required. To the extent a response is deemed required to those, the City denies
20 the same. The City admits that on December 20, 2018, it conducted a removal of an encampment
21 under the Ballard Bridge that blocked a substantial portion of sidewalk and was adjacent to
22 vehicular traffic, that campers were not present at the time, and that items were discarded as a
23 result of the removal. The City otherwise denies the remaining allegations in paragraph 52.

24
25 53. The first sentence of paragraph 53 contains legal conclusions to which no response
26 is required. To the extent a response is deemed required, the City denies the same. The City lacks
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1 sufficient knowledge or information to form a belief about the truth of the remaining allegations
2 in paragraph 53, which has the effect of a denial.

3 54. The City lacks sufficient knowledge or information to form a belief about the truth
4 of the allegations in paragraph 54, which include a description of someone's subjective
5 understanding, and this has the effect of a denial.
6

7 55. The City lacks sufficient knowledge or information to form a belief about the truth
8 of the allegations in paragraph 55, which has the effect of a denial.

9 56. The City lacks sufficient knowledge or information to form a belief about the truth
10 of the allegations in paragraph 56, which has the effect of a denial.

11 57. The City admits that some shelters have qualification requirements and that some
12 provide services designed to accommodate specific populations. The City lacks sufficient
13 knowledge or information to form a belief about the truth of the remaining allegations in paragraph
14 57, which has the effect of a denial.
15

16 58. The City admits that during removals it offers individuals a reasonable amount of
17 time to pack and remove belongings and that ultimately some items may be discarded. The City
18 otherwise lacks sufficient knowledge or information to form a belief about the truth of the
19 remaining allegations in paragraph 58, which lack detail or context, and this has the effect of a
20 denial.
21

22 59. The City admits that it sometimes conducts expedited removals of encampments
23 that qualify under the City's rules as obstructions, immediate hazards, or in emphasis areas. The
24 City's investigation is ongoing and it currently lacks sufficient knowledge or information to form
25 a belief about the truth of the remaining allegations in paragraph 59, which appear to be incomplete
26 and lacking important factual context and details, and this has the effect of a denial.
27

1 60. The City admits that it sometimes conducts expedited removals of encampments
2 that qualify under the City's rules as obstructions, immediate hazards, or in emphasis areas. The
3 City's investigation is ongoing and it currently lacks sufficient knowledge or information to form
4 a belief about the truth of the remaining allegations in paragraph 60, which appear to be incomplete
5 and lacking important factual context and details, and this has the effect of a denial.
6

7 61. The City admits that if an individual refuses to leave a prohibited area, he or she
8 may be subject to arrest for criminal trespass. The City lacks sufficient knowledge or information
9 to form a belief about the truth of the remaining allegations in paragraph 61, which has the effect
10 of a denial.
11

12 62. The City admits that it sometimes conducts expedited removals of encampments
13 that qualify under the City's rules as obstructions, immediate hazards, or in emphasis areas. The
14 City lacks sufficient knowledge or information to form a belief about the truth of the remaining
15 allegations in paragraph 62, which appear to be incomplete and lacking important factual context
16 and details, and this has the effect of a denial.
17

18 63. The City denies that it "destroyed" property. The City further responds that it
19 generally does not preclude campers from removing belongings from an unauthorized
20 encampment. The City otherwise lacks sufficient knowledge or information to form a belief about
21 the truth of the remaining allegations in paragraph 63, which has the effect of a denial.
22

23 64. The City lacks sufficient knowledge or information to form a belief about the truth
24 of the allegations in paragraph 64, which has the effect of a denial.
25

26 65. The City admits that it sometimes conducts expedited removals of encampments
27 that qualify under the City's rules as obstructions, immediate hazards, or in emphasis areas. The
City further responds that during removals, it sorts, collects, inventories, and stores apparent

1 belongings whether or not the individual is present. The City further responds that its investigation
2 is ongoing and it currently lacks sufficient knowledge or information to form a belief about the
3 truth of the remaining allegations in paragraph 65, which has the effect of a denial.

4 66. The City admits that it stores non-hazardous belongings retrieved from
5 encampment removals for at least 70 days. The City further responds that it offers free delivery of
6 stored property from encampment removals. The City lacks sufficient knowledge or information
7 to form a belief about the truth of the remaining allegations in paragraph 66, which has the effect
8 of a denial.
9

10 67. The City denies that it “destroyed” property or discarded all of Ms. Ream’s
11 possessions. The City otherwise lacks sufficient knowledge or information to form a belief about
12 the truth of the remaining allegations in paragraph 67, which has the effect of a denial.
13

14 68. The City responds that it often offers outreach or shelter services in relation to
15 unauthorized encampments. The City lacks sufficient knowledge or information to form a belief
16 about the truth of the allegations in paragraph 68, which has the effect of a denial.

17 69. The allegations in paragraph 69 contain legal conclusions and legal argument to
18 which no response is required. To the extent a response is deemed required, the City denies the
19 same. The City otherwise lacks sufficient knowledge or information to form a belief about the
20 truth of the remaining allegations in paragraph 69, which has the effect of a denial.
21

22 70. The City responds that it often offers to store items during encampment removals
23 when campers are present. The City further responds that its investigation is ongoing and it
24 currently lacks sufficient knowledge or information to form a belief about the truth of the
25 remaining allegations in paragraph 70, which has the effect of a denial.
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1 71. The City denies that it “destroyed” property. The City lacks sufficient knowledge
2 or information to form a belief about the truth of the remaining allegations in paragraph 71, which
3 lack detail, and this has the effect of a denial.

4 72. The City admits that if an individual refuses to cooperate by removing belongings
5 or physically leaving a prohibited area, he or she may be subject to arrest for obstruction in
6 violation of the Street Use Code, pedestrian interference, or criminal trespass. The City lacks
7 sufficient knowledge or information to form a belief about the truth of the remaining allegations
8 in paragraph 72, which lack context or detail, and this has the effect of a denial.

9 73. The City denies that it “destroyed” property. The City lacks sufficient knowledge
10 or information to form a belief about the truth of the remaining allegations in paragraph 73, which
11 has the effect of a denial.

12 74. The allegations in paragraph 74 contain legal conclusions, to which no response is
13 required. To the extent a response is deemed required, the City denies the same. The City lacks
14 sufficient knowledge or information to form a belief about the truth of the remaining allegations
15 in paragraph 74, which has the effect of a denial.

16 75. The allegations in paragraph 75 consist of a case quotation, which speaks for itself.

17 76. The allegations in paragraph 76 relate to a report by King County, which speaks for
18 itself.

19 77. The allegations in paragraph 77 relate to a report by King County, which speaks for
20 itself.

21 78. The allegations in paragraph 78 relate to a Seattle Times news article, which speaks
22 for itself.

1 79. The City admits that the number of unhoused persons in the City without shelter on
2 any given night may exceed the number of available shelter spaces, but there are often shelter
3 spaces available any given night, the number and type of shelter spaces has been increasing over
4 time, and the City is deploying new and unprecedented resources. The remaining allegations in
5 paragraph 79 relate to the City's proposed budget for 2019-2020, which speaks for itself.
6

7 80. The allegations in paragraph 80 relate to a blog post, memorandum, and news
8 article, which speak for themselves.

9 81. The last sentence of paragraph 81 relates to an online article, which speaks for itself.
10 The City admits that shelters vary in terms of services and access requirements and otherwise
11 denies the remaining allegations in paragraph 81.

12 82. The City admits that shelters vary in terms of services and access requirements and
13 otherwise denies the allegations in paragraph 82.

14 83. The City admits that some shelters request individuals to provide identification, and
15 otherwise denies the remaining allegations in paragraph 83.

16 84. The City admits that shelters and campers vary in terms of accessibility and
17 disability, and otherwise denies the allegations in paragraph 84 as overly generalized and vague.

18 85. The City admits that some shelters do not permit the usage of drugs or alcohol, and
19 otherwise denies the remaining allegations in paragraph 85.

20 86. The first sentence of paragraph 86 relates to a report by King County, which speaks
21 for itself. The City admits that shelters vary in terms of accessibility and otherwise denies the
22 remaining allegations in paragraph 86 as overly generalized and vague.
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1 87. The City admits that shelters vary and are sometimes full, and otherwise denies the
2 allegations in the first sentence of paragraph 87 as overly generalized and vague. The second
3 sentence relates to a budget and memorandum, which speak for themselves.

4 88. Paragraph 88 does not contain any specific allegations as to the City. The City
5 admits that it is facing a crisis of homelessness and otherwise denies the allegations.

6 89. Paragraph 89 does not contain any specific allegations as to the City. The City
7 admits that unhoused persons have needs and otherwise denies the allegations generalized, vague,
8 and inaccurate.

9 90. The City does not have sufficient knowledge to respond as to every unhoused
10 person in every circumstance and at all times and denies Plaintiffs' overly broad and general
11 allegations in paragraph 90.

12 91. The allegations in paragraph 91 constitute legal conclusions and legal argument to
13 which no response is required. To the extent a response is required, the City denies the same.

14 92. The City denies the allegations in paragraph 92.

15 93. The allegations in paragraph 93 relate to certain administrative rules enacted by the
16 City. The City responds that the rules speak for themselves, and otherwise denies the allegations.

17 94. The allegations in paragraph 94 relate to certain administrative rules enacted by the
18 City. The City responds that the rules speak for themselves and admits that MDAR 17-01 applies
19 to a large portion of City property. The City further responds that there are limits and exceptions
20 to the City's prohibition on camping and otherwise denies the remaining allegations in paragraph
21 94.

22 95. The allegations in paragraph 95 relate to certain administrative rules enacted by the
23 City. The City responds that the rules speak for themselves, and otherwise denies the allegations.

1 96. The allegations in paragraph 96 relate to certain administrative rules enacted by the
2 City. The City responds that the rules speak for themselves, and otherwise denies the allegations.

3 97. The City admits that the Navigation Team, including police officers and other City
4 staff members, became operational in 2017 and has since grown to include 38 members.
5 The City further admits that the Community Police Team and Bike Patrol officers are often the
6 first to respond to reports of unauthorized encampments and have been trained to request that
7 individuals voluntarily remove encampments from public property that qualify as obstructions.
8 The City further admits that the Community Police Team and Bike patrol officers often ask
9 individuals if they want assistance with obtaining shelter and/or want personal items stored and
10 will then contact the Navigation Team to assist, which team offers shelter services and sorts and
11 stores property. The City further admits that the Navigation Team has operated seven days per
12 week at times. The City otherwise denies the allegations in paragraph 97.
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15 98. Paragraph 98 does not contain any specific allegations as to the City. The City
16 admits that homeless people often use tents and makeshift shelters for privacy and protection from
17 the elements and otherwise denies the allegations in paragraph 98 as overly generalized and vague.

18 99. The allegations in paragraph 99 contain legal conclusions and legal argument to
19 which no response is required. To the extent a response is required, the City denies the same. The
20 City denies that it destroys property. The City admits that it sorts through items during
21 encampment removals and, depending on the circumstances, items might be stored or discarded.
22 The City otherwise denies the allegations in paragraph 99.
23

24 100. The allegations in paragraph 100 contain legal conclusions to which no response is
25 required. To the extent a response is required, the City denies the same. The City admits that it
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1 generally does not obtain court-issued warrants before administering the removal of unauthorized
2 encampments from public property.

3 101. The City admits that if an individual refuses to cooperate by removing belongings
4 or physically leaving a prohibited area during a removal, he or she may be subject to arrest for
5 obstruction in violation of the Street Use Code, pedestrian interference, or criminal trespass. The
6 City otherwise denies the allegations in paragraph 101.

7
8 102. The City admits that if an individual refuses to cooperate by removing belongings
9 or physically leaving a prohibited area during a cleanup, he or she may be subject to arrest for
10 obstruction in violation of the Street Use Code, pedestrian interference, or criminal trespass. The
11 City otherwise denies the allegations in paragraph 102.

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13 103. Paragraph 103 does not contain any specific allegations as to the Plaintiffs. The
14 City admits that some trespass charges have been brought against unhoused persons based on the
15 particular circumstances in each case and otherwise denies the allegations in paragraph 103.

16 104. The allegations in paragraph 104 relate to two news articles, which speak for
17 themselves. The City further responds that its encampment rules speak for themselves and that the
18 City administers those rules to address public health, safety, and operational concerns related to
19 unauthorized encampments on public property, including the treatment of obstructions, immediate
20 hazards, and emphasis areas.

21
22 105. The City admits that if an individual refuses to cooperate by removing belongings
23 or physically leaving a prohibited area, he or she may be subject to arrest for obstruction in
24 violation of the Street Use Code, pedestrian interference, or criminal trespass. The City otherwise
25 denies the allegations in paragraph 105.

1 106. The City admits that if an individual refuses to cooperate by removing belongings
2 or physically leaving a prohibited area, he or she may be subject to arrest for obstruction in
3 violation of the Street Use Code, pedestrian interference, or criminal trespass. The City otherwise
4 denies the allegations in paragraph 106.

5 107. The City admits that it conducted at least 92 encampment removals during the first
6 quarter of 2019 and at least 135 encampment removals during the second quarter of 2019, and
7 otherwise denies the allegations and characterizations in paragraph 107.

8 108. The allegations in paragraph 108 relate to certain administrative rules enacted by
9 the City and a quarterly report issued by the City. The City responds that the rules and the report
10 speak for themselves. The City otherwise denies the remaining allegations in paragraph 108 as
11 vague and inaccurate.

12 109. The allegations in paragraph 109 relate to an administrative rule enacted by the
13 City, which speaks for itself.

14 110. The City admits that the FAS Encampment Removal Rule describes how and when
15 unauthorized encampments may be removed as obstructions or immediate hazards, and otherwise
16 denies the allegations in paragraph 110.

17 111. The allegations in paragraph 111 relate to an online op-ed, which speaks for itself.
18 The City otherwise denies the remaining allegations in paragraph 111 as incomplete and
19 inaccurate.

20 112. The allegations in paragraph 112 relate to reports issued by the Interagency Council
21 on Homelessness, which reports speak for themselves.

22 113. The allegations in paragraph 113 relate to statement of interest by the United States
23 Department of Justice, which statement speaks for itself.

1 114. The allegations in paragraph 114 relate to a news article issued by the City's Human
2 Rights Commission, which article speaks for itself.

3 115. The City denies the allegations in paragraph 115.

4 116. The allegations in paragraph 116 relate to several online resources, which speak for
5 themselves. The City admits that it is spending millions of dollars on the ongoing homelessness
6 crisis, and responds that it is spending far more on direct investments to address the crisis (such as
7 rental assistance, bridge shelter, and building low-income housing) than it is spending on
8 encampment removals.

9
10 117. The City denies the allegations in paragraph 117 as overly generalized, vague, and
11 inaccurate. The City responds that it already has been spending far more than 20 million dollars
12 on direct investments to address the crisis, such as rental assistance, bridge shelter, and building
13 low-income housing.

14
15 118. The allegations in paragraph 118 contain legal conclusions to which no response is
16 required. To the extent a response is required, the City denies the same. The City denies the
17 remaining allegations in paragraph 118.

18 **V. CAUSES OF ACTION**

19 **FIRST CAUSE OF ACTION—VIOLATION OF ARTICLE I, § 7 OF THE** 20 **WASHINGTON CONSTITUTION**

21 119. The City reincorporates its responses as set forth above.

22 120. The allegations in paragraph 120 constitute legal conclusions and legal argument
23 to which no response is required. To the extent a response is required, the City denies the same.

24 **SECOND CAUSE OF ACTION—VIOLATION OF ARTICLE I, SECTION 7 OF** 25 **THE WASHINGTON CONSTITUTION**

26 121. The City reincorporates its responses as set forth above.
27

1 122. The allegations in paragraph 122 constitute legal conclusions and legal argument
2 to which no response is required. To the extent a response is required, the City denies the same.

3 123. The allegations in paragraph 123 constitute legal conclusions and legal argument
4 to which no response is required. To the extent a response is required, the City denies the same.

5 124. The allegations in paragraph 124 constitute legal conclusions and legal argument
6 to which no response is required. To the extent a response is required, the City denies the same.

7 125. The allegations in paragraph 121 constitute legal conclusions and legal argument
8 to which no response is required. To the extent a response is required, the City denies the same.

9 126. The allegations in paragraph 126 relate to several Claims for Damages, which
10 claims speak for themselves. The City admits that it has not validated Plaintiffs' claims.
11

12 **THIRD CAUSE OF ACTION—CRUEL PUNISHMENT**

13 127. The City reincorporates its responses as set forth above.
14

15 128. The City admits that various social ills contribute to the affordable housing crisis
16 and otherwise denies the allegations in paragraph 128 as overly generalized, vague, and inaccurate.

17 129. The allegations in paragraph 129 constitute legal conclusions and legal argument
18 to which no response is required. To the extent a response is required, the City denies the same.

19 130. The allegations in paragraph 130 constitute legal conclusions and legal argument
20 to which no response is required. To the extent a response is required, the City denies the same.
21

22 **DECLARATORY JUDGMENT**

23 131. The City reincorporates its responses as set forth above.

24 132. The allegations in paragraph 132 constitute legal conclusions and legal argument
25 to which no response is required. To the extent a response is required, the City denies the same.
26
27

1 **VI. RESPONSE TO RELIEF REQUESTED**

2 The remaining allegations in Plaintiffs' Complaint constitute a request for relief to which
3 no response is required. To the extent a response is required, the City denies that the Plaintiff is
4 entitled to any relief.

5 Unless specifically admitted above, the City denies each and every remaining allegation in
6 Plaintiffs' Complaint. The City specifically reserves the right to amend its answer by adding
7 defenses, affirmative defenses, counterclaims, cross claims or by instituting third party actions, as
8 additional facts are obtained through discovery.
9

10 **VII. DEFENSES AND AFFIRMATIVE DEFENSES OF THE CITY**

11 The City incorporates its admissions, denials, and allegations above as though fully set
12 forth herein. Without conceding which party bears the burden of proof and without admitting the
13 allegations previously denied, the City asserts the following defenses:
14

15 1. Plaintiffs' claims are barred by sovereign immunity. The City is a municipal
16 corporation organized under the laws of the State of Washington.

17 2. Plaintiffs' claims are barred by assumption of risk, waiver, and contributory
18 negligence.

19 3. Plaintiffs' claims are barred by a failure to mitigate.

20 4. Plaintiffs' claims are barred by illegality and the equitable doctrine of unclean
21 hands.
22

23 5. Plaintiffs' claims should be barred in whole or in part as unripe.

24 6. Plaintiffs' claims are barred by collateral estoppel.

25 7. Plaintiffs have failed to state a claim upon which relief can be granted, including
26 by requesting forms of relief not authorized by law (such as damages for state constitutional
27

1 violations, a declaratory judgment concerning municipal administration or enforcement, or
2 punitive damages), and by failing to plead all the elements of their claims (such as criminal
3 punishment, punishment of status, a third party's assertion of ownership over their property,
4 interference for the purpose of depriving plaintiffs of ownership, deviation from facially valid
5 written policy, or the absence of a lawful justification).

6
7 8. At least certain of the Plaintiffs lack standing.

8 **VIII. THE CITY'S PRAYER FOR RELIEF**

9 Wherefore, having full answered the Complaint and having asserted defenses and
10 affirmative defenses, the City respectfully requests the following relief:

11 1. That Plaintiffs' claims against the City be dismissed with prejudice and with no
12 recovery or relief to Plaintiffs;

13 2. That the Court award the City its reasonable fees, costs, and expenses incurred
14 relative to this lawsuit;

15 3. That the City be granted any such other relief as the Court deems just and equitable.
16

17
18 DATED this 15th day of November, 2019.

19
20 PACIFICA LAW GROUP LLP

21 By /s/ Matthew J. Segal
22 Matthew J. Segal, WSBA #29797
23 Taki V. Flevaris, WSBA #42555
24 Shae Blood, WSBA #51889

25 *Attorneys for Defendant City of Seattle*
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CERTIFICATE OF SERVICE

I am a resident of the State of Washington, over the age of 21 years and not a party to this action. On the 15th day of November, 2019, I caused to be served a true copy of the foregoing document upon:

Christopher Petroni
Wilson Sonsini Goodrich & Rosati, P.C.
701 Fifth Avenue, Suite 5100
Seattle, WA 98104-7036
Phone: 206.883.2500
Email: cpetroni@wsgr.com

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

Emily Chiang
Breanne Schuster
ACLU of Washington
901 Fifth Avenue, Suite 630
Seattle, WA 98164
Phone: 206.624.2184
Email: echiang@aclu-wa.org
Email: bschuster@aclu-wa.org

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

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

DATED this 15th day of November, 2019.

/s/ Thien D. Tran
Thien D. Tran, Legal Assistant