

Donald E. Thomsen
[REDACTED]
[REDACTED]

June 21, 2025

Select Committee on Pension Policy
PO Box 40914
Olympia, WA 98504-0914

Dear Committee Members,

RE: LEOFF 1 and LOEFF 2 Pensions for Law Enforcement Officers and Fire Fighters

I am a retired Fire fighter under the LOEFF 2 pension plan. I am aware of the multiple House Bills recently regarding the LEOFF 1 plan and use of the funds to address the State budget shortfall. All these Bills failed, but I am extremely concerned that the State would even consider using LOEFF 1 funds to be used for the state budget shortfall.

I began my Fire Fighter career in 1984 and served for 33 years, unfortunately, I was a few years short of qualifying for the LOEFF 1 pension plan which had extremely generous benefits for Fire Fighters and Law Enforcement Officers compared to the LOEFF 2 plan. Those of us who put our lives on the line every day to protect WA citizens, and their property deserve better consideration for the risks we take than the State and our representatives demonstrate when they make proposals like HB 2034 and HB 5085. The very idea that funds from LOEFF 1 would be used for funding other than for law enforcement or fire fighters, is repugnant.

Funds in both LOEFF 1 and LOEFF 2 were contributed by fire and law enforcement employees, their employing municipalities, and the state for the benefit of fire and law enforcement. To even consider robbing our retirement plans for use in the state budget, says to us, the funds **we** paid in and the funds **our employers** paid into the plan for **our** long-term benefits don't matter. How can you, in good conscience, steal the money **WE** contributed?

I understand that many of the LOEFF 1 participants are now deceased and there are excess funds in that plan, therefore LOEFF 1 and LOEFF 2 plans should be **combined** and ALL the funds used to benefit LOEFF 2 participants and the remaining LOEFF 1 retirees. It is a given fact that as our state has grown and more fire and law enforcement officers are employed, they will all eventually draw from the LOEFF 2 program. LOEFF 2 will have more retirees living longer and needing funds for more years in retirement. In addition, we served our communities in dangerous conditions which have only gotten worse, causing lifelong injuries and disabilities.

Give us, the people that keep you and your property safe, the security of knowing our pension plans are safe and funded to meet our long-term needs. Do the right thing and keep your hands off the retirement funds in LOEFF 1, combine them with LOEFF 2 and **keep our funds for our benefit** not yours.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald E. Thomsen', with a stylized, sweeping flourish extending to the right.

Donald E. Thomsen
Fire Fighter SCFD #4, retired

Cc: Bob Ferguson, Governor
Drew Hanson, senator district 23
Greg Nance, representative district 23
Tara Simmons, representative district 23
LEOFF 2 Retirement Board ✓
WA State Department of Retirement Systems
WA State Council of Fire Fighters

IAFF Leoff Board

[Recipient's Title]

[Organization Name]

[Organization Address]

[City, State, ZIP Code]

Subject: Request for Reimbursement of Health Insurance Premiums

Dear Leoff Trust Board,

I am writing to formally request reimbursement for health insurance premiums that I have paid due to delays in approving benefits following the line-of-duty death of my husband, Brian Annis-Levings.

Under the presumptive language provisions with Labor and Industries, health insurance benefits are intended to be provided to surviving family members in cases such as ours.

The total amount paid during this period is \$22,382.90, and I have attached copy of premiums paid to the Trust for my family's premiums. These payments were made solely because of the delay in processing the benefits that I am entitled to under the presumptive language provision.

I kindly request that your board review this matter and reimburse the amount paid. The delay in processing the presumptive language benefits caused undue financial strain, and I believe reimbursement is both fair and consistent with the intent of the Labor and Industries provisions.

Please let me know if additional documentation or information is required to process this request. I can be reached at [REDACTED] or [REDACTED].

Thank you for your attention to this matter. I look forward to hearing from the board.

Sincerely,

Nissa Annis Levings

[REDACTED]

[REDACTED]

IAFF LOCAL 726

Administered by Vimly Benefit Solutions, Inc.

P.O. Box 6, Mukilteo, WA 98275

P: (866) 265-5231 | F: (866) 676-1530 | E: IAFFHealthTrust@vimly.com



June 11, 2025

Nissa Annis-Levings



RE: COBRA Payment Verification

Dear Ms. Annis-Levings,

Per your request, we are confirming the following details regarding your COBRA premium payments. You were enrolled in COBRA coverage for yourself and your children through the Local 726 Health & Welfare Trust.

Effective Date: 12/1/2022

2022 Monthly Premium: \$1,985.14

Stop Date: 12/1/2023

2023 Monthly Premium: \$1,868.10

Total Premiums Paid: \$22,382.90

If you need any additional information, please contact the Trust Office at 206-859-2678 or IAFFHealthTrust@vimly.com.

Sincerely,

IAFF Local 726 Health and Welfare Trust Office

July 14, 2025

Washington State LEOFF 2 Retirement Board
PO Box 40918
Olympia, WA 98504-0918

Dear LEOFF 2 Board Members,

My name is Brendan Kerin, and I retired from the Tukwila P.D. in 2015. First, I would like to thank you and all the prior board members for looking out for all of us in our retirement system. You are very dedicated and do a wonderful job. I would also like to Really Thank one of your Wonderful and Outstanding Ombudsman, Jessica Burkhart. When I contacted her last year about the situation I am about to explain, she bent over backwards and worked tirelessly to help us resolve the issue that ended up with a fabulous finish. You are Very Blessed to have her on your team!

I am writing to you to have you look at LEOFF procedures following a divorce of a police officer/fire fighter or, any employee working under the Washington DRS System for that fact. Specifically, one where the divorce order comes from an out-of-state court, or any court, specifically stating that the couple Will Not receive Any of each other's retirements.

Here is the story and situation that I contacted MS Burkhart about:

In a nutshell, my very good friend, Reed Lancaster, retired in 2018 from TPD and moved to Las Vegas with his wife. In 2020 they were divorced in Las Vegas. He then moved to his hometown in Florida. Their final divorce paperwork said that each of them would not receive any of each other's retirements. (Reed's ex-wife has a career with an airline.) He submitted the divorce paperwork and DRS told him it was not acceptable, and his paycheck was paid to him minus a spouse withholding. He then got another attorney in Vegas who did some legal work, but it had to be signed by his ex-wife which she refused to sign. So, last year he had a third attorney create some paperwork but submitted a document to DRS that said she would receive \$1,630 per month. He informed the attorney of his mistake, and the attorney submitted a corrected document that stated zero dollars. His ex-wife received her first check from DRS for \$1,630 March 2024. He contacted DRS and someone told him that there was nothing that they could do and she would continue to get monthly payments.

Reed and I have worked together and have an extremely good friendship for many, many years. He contacted me and told me about his dilemma and was devastated. That's when I contacted MS Burkhart to help him and see if she knew what could be done and if so, give us some guidance. Of course, she jumped right on it. She guided me and him on what to do and who to contact in the DRS offices. Reed was instructed by the accounting department and the legal offices of DRS on what to do. Reed was instructed by the legal office that the wording in his divorce paperwork was incorrect and had to be changed to get things corrected. He contacted his attorneys in Las Vegas and had them contact the DRS legal office to get the correct wording and get it approved. When it was finally approved by DRS, the Vegas attorneys tried to get Reed's ex-wife to sign it which she refused. The attorneys then went to their court and a judge was able to make the paperwork final without needing the signature of the ex and it was submitted to DRS. It took five months and some expenses for Reed to hire his attorneys again, but it was finished. DRS was able to take the spouse deductions off his monthly retirement checks and is now receiving an extra \$1,000+ per month in retirement pay. **WOW!!** What a hassle for something that could have and should have been immediately addressed by DRS legal or whoever to contact Reed and explain what needed to be done back in 2020.

Here's the bottom line. The rules and guidance for anyone working for a DRS retirement should be immediately notified of what needs to be done if divorce paperwork is not properly done or worded stating that the spouse receives nothing upon retirement. And perhaps some guidance on how to get it properly fixed for the legal department to approve it. It is better that a couple of months "hassle" getting it done properly happens at that time then to find out after retirement that checks are being sent to a spouse that shouldn't be getting them and spouse withholding being deducted from paychecks.

I can't help thinking how much more Reed would have received per month after the divorce and how much more "comfortable" he would have been for the last four years if his divorce paperwork was dealt with immediately and properly. Please put yourself in his situation for a minute and talk about it. We have all worked very hard in our careers and deserve to receive our proper benefits. Who knows how many current retirees are out there in the same situation but don't know how to deal with this situation and/or have given up trying to fix it. I hope, know and trust that you will investigate these situations and help make proper adjustments for all of the DRS employees now and in the future.

Sincerely,

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