

Paragraph 2 of the Complaint constitute mere legal argument and conclusion to which no response is required; to the extent that such remaining allegations may be deemed to state facts, such facts are denied.

3. The Individual Defendants admit that they were fiduciaries of the SRP and the ESOP with respect to certain plan administrative functions as determined by the Plan documents and that RPC declared bankruptcy, but deny the remaining allegations set forth in Paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

5. The Individual Defendants admit that this Court has subject matter jurisdiction over this action pursuant to ERISA § 502(e)(1), 29 U.S.C. § 1132(e)(1), but deny the remaining allegations set forth in Paragraph 5 of the Complaint.

6. Admitted.

7. The Individual Defendants admit that venue is proper pursuant to ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2), because the Plans were administered in this District and one or more Defendants reside in this District, but deny the remaining allegations set forth in Paragraph 7 of the Complaint.

8. The Individual Defendants admit that Plaintiff John Waller worked for RPC for many years and was a participant in the Plans and that RPC stock is now largely worthless, but is without knowledge or information sufficient to form a belief as to Mr. Waller's residence or his Plan account(s)' investments, and otherwise deny the allegations set forth in Paragraph 8 of the Complaint.

9. The Individual Defendants admit that Plaintiff Richard Edwards worked for RPC for many years and was a participant in the Plans and that RPC stock is now largely worthless, but is without knowledge or information sufficient to form a belief as to Mr. Edwards' residence or his Plan account(s)' investments, and otherwise deny the allegations set forth in Paragraph 9 of the Complaint.

10. The Individual Defendants admit that Defendant Amcore Investment Group, N.A. ("Amcore") was since 2004 a Trustee of both the SRP and the ESOP, but deny the remaining allegations set forth in Paragraph 10 of the Complaint.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. The Individual Defendants admit that the term "Individual Defendants" is used to refer to Defendants Wood, Peterson, and Wells, but denies the remaining allegations set forth in Paragraph 16 of the Complaint.

17. Paragraph 17 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

18. Paragraph 18 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

19. Paragraph 19 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

20. Paragraph 20 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

21. The Individual Defendants admit that the SRP was an “employee pension benefit plan” within the meaning of ERISA § 3(2)(A), 29 U.S.C. § 1002(2)(A), with several investment “funds,” one of which was the RPC stock fund, but deny the remaining allegations set forth in paragraph 21 of the Complaint.

22. The Individual Defendants deny the allegations set forth in Paragraph 22 of the Complaint.

23. The Individual Defendants admit that the SRP contained RPC stock, which is now largely valueless, but deny the remaining allegations set forth in Paragraph 23 of the Complaint.

24. The Individual Defendants admit that the ESOP was an “employee pension benefit plan” within the meaning of ERISA § 3(2)(A), 29 U.S.C. § 1002(2)(A), which had a stated purpose primarily “to acquire and hold” RPC stock, but deny the remaining allegations set forth in Paragraph 24 of the Complaint.

25. The Individual Defendants admit that the ESOP consisted primarily of RPC stock, which is now largely valueless, but deny the remaining allegations set forth in Paragraph 25 of the Complaint.

26. The Individual Defendants admit that they were and acted as fiduciaries of the Plans pursuant to ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A), with respect to certain plan

administrative functions as determined by the Plan documents, but deny the remaining allegations set forth in Paragraph 26 of the Complaint.

27. Paragraph 27 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

28. Paragraph 28 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

29. The Individual Defendants admit that they were named and *de facto* fiduciaries of the Plans with respect to certain plan administrative functions as determined by the Plan documents, but deny the remaining allegations set forth in Paragraph 29 of the Complaint.

30. Paragraph 30 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

31. Paragraph 31 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

32. The Individual Defendants deny the allegations set forth in Paragraph 32 of the Complaint.

33. The Individual Defendants deny the allegations set forth in Paragraph 33 of the Complaint.

34. Paragraph 34 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

35. The Individual Defendants deny the allegations set forth in Paragraph 35 of the Complaint.

36. The Individual Defendants deny the allegations set forth in Paragraph 36 of the Complaint.

37. The Individual Defendants admit that they maintained RPC stock as an option for the SRP although they were not obligated to do so, but deny the remaining allegations set forth in Paragraph 37 of the Complaint.

38. The Individual Defendants deny the allegations set forth in Paragraph 38 of the Complaint.

39. The Individual Defendants admit that one of the funds available was clearly identified in individual participants' account statements as "Rockford Product Stock," which was listed in some statements as "Employer Securities" and under a "Ticker" heading as "RKPS" and that the Individual Defendants knew that the General Fund contained RPC stock, but are without knowledge or information sufficient to form a belief as to whether Exhibit I to the Complaint consists of Amcore statements pertaining to one participant and deny the remaining allegations set forth in Paragraph 39 of the Complaint.

40. The Individual Defendants deny the allegations set forth in Paragraph 40 of the Complaint.

41. The Individual Defendants deny the allegations set forth in Paragraph 41 of the Complaint.

42. Paragraph 42 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

43. The Individual Defendants deny the allegations set forth in Paragraph 43 of the Complaint.

44. The Individual Defendants admit that the Committees under the SRP and ESOP no longer exist, but deny the remaining allegations set forth in Paragraph 44 of the Complaint.

45. The Individual Defendants deny the allegations set forth in Paragraph 45 of the Complaint.

46. Paragraph 46 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

47. Paragraph 47 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

48. The Individual Defendants deny the allegations set forth in Paragraph 48 of the Complaint.

49. The Individual Defendants deny the allegations set forth in Paragraph 49 of the Complaint.

50. The Individual Defendants deny the allegations set forth in Paragraph 50 of the Complaint.

51. The Individual Defendants deny the allegations set forth in Paragraph 51 of the Complaint.

52. The Individual Defendants deny the allegations set forth in Paragraph 52 of the Complaint.

53. The Individual Defendants deny the allegations set forth in Paragraph 53 of the Complaint.

54. The Individual Defendants deny the allegations set forth in Paragraph 54 of the Complaint.

Response to Count I

55. The Individual Defendants hereby incorporate by reference all of their responses set forth in Paragraphs 1-54 of the Complaint as set forth above as if fully set forth hereat.

56. The Individual Defendants admit that they were fiduciaries of the Plans within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A), with respect to certain plan administrative functions as determined by the Plan documents, but deny the remaining allegation set forth in Paragraph 56 of the Complaint.

57. Paragraph 57 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

58. The Individual Defendants deny the allegations set forth in Paragraph 58 of the Complaint.

59. The Individual Defendants deny the allegations set forth in Paragraph 59 of the Complaint.

60. The Individual Defendants deny the allegations set forth in Paragraph 60 of the Complaint.

61. The Individual Defendants deny the allegations set forth in Paragraph 61 of the Complaint.

62. The Individual Defendants deny the allegations set forth in Paragraph 62 of the Complaint.

63. The Individual Defendants deny the allegations set forth in Paragraph 63 of the Complaint.

Response to Count II

64. The Individual Defendants hereby incorporate by reference all of their responses set forth in Paragraphs 1-63 of the Complaint as set forth above as if fully set forth hereat.

65. Paragraph 65 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

66. The Individual Defendants deny the allegations set forth in Paragraph 66 of the Complaint.

67. The Individual Defendants deny the allegations set forth in Paragraph 67 of the Complaint.

68. The Individual Defendants deny the allegations set forth in Paragraph 68 of the Complaint.

69. The Individual Defendants deny the allegations set forth in Paragraph 69 of the Complaint.

Response to Count III

70. The Individual Defendants hereby incorporate by reference all of their responses set forth in Paragraphs 1-69 of the Complaint as set forth above as if fully set forth hereat.

71. Paragraph 71 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

72. Paragraph 72 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

73. The Individual Defendants deny the allegations set forth in Paragraph 73 of the Complaint.

74. The Individual Defendants deny the allegations set forth in Paragraph 74 of the Complaint.

75. The Individual Defendants deny the allegations set forth in Paragraph 75 of the Complaint.

76. The Individual Defendants deny the allegations set forth in Paragraph 76 of the Complaint.

Response to Count IV

77. The Individual Defendants hereby incorporate by reference all of their responses set forth in Paragraphs 1-76 of the Complaint as set forth above as if fully set forth hereat.

78. The Individual Defendants admit that they were and acted as fiduciaries of the Plans within the meaning of ERISA § 3(21)(A), 29 U.S.C. § 1002(21)(A), with respect to certain plan administrative functions as determined by the Plan documents, but deny the remaining allegation set forth in Paragraph 78 of the Complaint.

79. Paragraph 79 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

80. Paragraph 80 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

81. Paragraph 81 of the Complaint constitutes mere legal argument and conclusion to which no response is required; to the extent that such paragraph may be deemed to state facts, such facts are denied.

82. The Individual Defendants deny the allegations set forth in Paragraph 82 of the Complaint.

83. The Individual Defendants deny the allegations set forth in Paragraph 83 of the Complaint.

84. The Individual Defendants deny the allegations set forth in Paragraph 84 of the Complaint.

WHEREFORE the Individual Defendants Ray Wood, David Peterson, and Douglas Wells respectfully pray that Plaintiffs' Amended Class Action Complaint be dismissed with prejudice, that the Individual Defendants recover their costs and attorneys' fees in this proceeding, and that the Court award such other and further relief as the Court may deem just, equitable, and proper.

AFFIRMATIVE AND OTHER DEFENSES

By pleading the following Defenses, the Individual Defendants do not concede that it is required to prove any of the matters covered by the numbered defenses below. The Individual Defendants further allege their position that Plaintiffs retain the burden of proof on all matters necessary to state the claim(s) asserted in the Complaint and to establish their alleged damages. Without unnecessarily assuming the burden of proof, the Individual Defendants set forth the following affirmative and other defenses:

1. Plaintiffs' Complaint fails to state a claim upon which relief can be granted.
2. Plaintiffs have waived any claim of coercion by electing not to replead such claim within 30 days pursuant to the Court's February 5, 2010 Decision and Order.
3. The Individual Defendants did not commit any breach of fiduciary duty against either Plaintiff and/or any member of the putative class and are therefore not responsible for any alleged damages to Plaintiffs and/or members of the putative class.
4. The Individual Defendants cannot be liable as fiduciaries for any actions in which they may have participated in their role as sponsor/settlor of the SRP and/or ESOP.
5. In the alternative, any damages that either Plaintiff may have suffered resulted in whole or in part from said Plaintiff's own investment decisions.
6. In the alternative, to the extent that any failure to disclose may have occurred, Plaintiffs failed to ascertain and/or communicate to other SRP participants the contents of the SRP's General Fund, while the Individual Defendants satisfied ERISA's disclosure obligations.
7. ERISA exempts both the SRP and the ESOP from any duty to diversify, whether arising from the duty of prudence or otherwise.

8. Plaintiffs cannot overcome the presumption of prudence as set forth in *Moench v. Robertson*, 62 F.3d 553 (3d Cir. 1995).

9. Plaintiffs' claims, and each purported violation alleged therein, are barred in whole or in part by ERISA's statute of limitations.

10. Plaintiffs' losses, if any, were not caused by any fiduciary breach by the Individual Defendants.

11. Plaintiffs' losses, if any, were or will be mitigated and/or eliminated by enhanced pension benefits received from the RPC Correlated Pension Plan and/or the Pension Benefit Guaranty Corporation, which assumed responsibility for the Correlated Pension Plan upon RPC's bankruptcy. Due to the offset provisions of the RPC Correlated Pension Plan, such enhanced pension benefits would not be available to Plaintiffs if RPC's stock had greater value.

12. Plaintiffs are barred from asserting any claims for relief against the Individual Defendants because neither of them has suffered any damages as a result of any fiduciary action or inaction by the Individual Defendants.

13. Plaintiffs' proposed class action is not superior to other available methods for the fair and efficient adjudication of the controversy.

14. Any damages suffered by either Plaintiff and/or any member of the putative class were not directly or proximately caused, in whole or in part, by the Individual Defendants, and must be decreased to the extent the acts or omissions of either Plaintiff, any member of the putative class, or any third party were a cause of those damages.

15. The claims of the Plaintiffs and/or the members of the putative class are barred in whole or in part by the doctrine of laches.

16. The claims of the Plaintiffs and/or the members of the putative class are barred by the fact that the Individual Defendants acted reasonably and in good faith at all times relevant herein, based on the relevant facts and circumstances known by the Individual Defendants at the time the Individual Defendants so acted.

17. The Complaint fails to allege facts sufficient to certify a class pursuant to Federal Rule of Civil Procedure 23 and, therefore, this action is not properly brought as a class action.

18. Neither Plaintiff is a proper representative of the class he purports to represent. Accordingly, this action is not properly brought as a class action.

19. Plaintiffs and/or the members of the putative class would be unjustly enriched if they recovered any of the damages alleged in the Complaint against the Individual Defendants.

20. Plaintiffs' claims are barred, in whole or in part, by virtue of ERISA § 404(c), 29 U.S.C. § 1104(c).

21. The Individual Defendants reserve their rights to assert and rely upon such other and further defenses as may be supported by the facts to be determined by full and complete discovery.

DATED: March 16, 2010

Respectfully submitted,

**RAY WOOD, DAVID PETERSON, AND
DOUGLAS WELLS**

By: /s/ Neil A. Capobianco
One of Their Attorneys

Neil A. Capobianco (*Admitted Pro Hac Vice*)
Brian S. Cousin (*Admitted Pro Hac Vice*)
SEYFARTH SHAW LLP
620 Eighth Avenue, Suite 3200
New York, New York 10018
(212) 218-5500

Mark Casciari
Colin M. Connor
SEYFARTH SHAW LLP
131 South Dearborn Street, Suite 2400
Chicago, Illinois 60603
(312) 460-5000

CERTIFICATE OF SERVICE

I, Neil A. Capobianco, an attorney, do hereby certify that I have caused a true and correct copy of the foregoing **ANSWER OF INDIVIDUAL DEFENDANTS TO PLAINTIFFS' AMENDED CLASS ACTION COMPLAINT** to be served upon the following through the Court's ECF notification system on this 16th day of March, 2010:

Charles Robert Watkins
David Schachman
John R. Wylie
Futterman Howard Watkins Wylie & Ashley, Chtd.
122 S. Michigan Avenue, Suite 600
Chicago, Illinois 60603

Anthony C. Valiulis
Cassandra M. Crane
Kurt M. Carlson
Melinda J. Morales
Much, Shelist, Freed, Denenberg, Ament & Rubenstein, P.C.
191 North Wacker Drive, Suite 1800
Chicago , Illinois 60605

/s/ Neil A. Capobianco