

Stephen G. Skinner
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Attorneys for Defendant

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

ANGELA CAMPBELL, individually and
on behalf of all others similarly situated;

Plaintiff,

v.

RADIUS GLOBAL SOLUTIONS, LLC
f/k/a NORTHLAND GROUP, a
Minnesota Limited Liability Company,

Defendant.

NO.

NOTICE OF REMOVAL

TO: THE CLERK OF COURT;

AND TO: PLAINTIFF, NAMED ABOVE, AND THEIR COUNSEL OF RECORD

PLEASE TAKE NOTICE THAT Defendant, Radius Global Solutions, LLC, f/k/a Northland Group ("RGS"), hereby removes to this Court the state court action described below pursuant to 28 U.S.C. §§ 1331, 1332, 1441, and 1446, and as grounds for their removal state as follows:

I. STATEMENT OF THE CASE

1. This case ("the State Court Action") was initiated on October 21, 2020, when Plaintiff, Angela Campbell, pocket served RGS with the Complaint. A copy of the Complaint, together with exhibits, is attached as **Exhibit A** hereto.

NOTICE OF REMOVAL - 1

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Tel: 206-223-9248 • Fax: 206-623-9050

1 2. On October 21, 2020, RGS was served with the Complaint via pocket service.

2 3. The Complaint asserts RGS violated the Washington Collection Agency Act and
3 the Washington Consumer Protection Act.

4 4. Plaintiff purports to bring each of her claims on behalf of herself as well as a
5 putative class.

6 5. Plaintiff seeks various relief for herself and on behalf of the putative class,
7 including: (1) an injunction preventing RGS from attempting to contact Plaintiff or the other class
8 members “for any reason whatsoever;” (2) an injunction preventing RGS from contacting any
9 Washington resident in an effort to collect a medical debt and/or hospital debt; (3) disgorgement
10 and reimbursement of any amounts collected from Plaintiff or the other class members after their
11 receipt of a letter like the complained-of letter; (4) an injunction preventing RGS from “ever being
12 allowed to recover interest, service charge[s], attorney’s fees, collection costs, delinquency
13 charge[s] or any other fees or charges otherwise legally chargeable to the debtor; (5) actual,
14 compensatory, incidental, consequential, and/or emotional distress damages; (6) treble damages
up to \$25,000; and (7) costs and attorney’s fees.

14 **II. DIVERSITY JURISDICTION UNDER 28 U.S.C. § 1332(a)**

15 6. This Court has jurisdiction over this matter under 28 U.S.C. § 1331 because there
16 is (1) complete diversity of citizenship between Plaintiff and RGS; and (2) more than \$75,000,
17 exclusive of interest and costs, is at stake.

18 7. Plaintiff alleges she is a citizen of Washington State.

19 8. Plaintiff purports to assert claims on behalf of a putative class of Washington State
20 citizens.

21 9. RGS is not a citizen of Washington because it is a Minnesota Limited Liability
22 Corporation with its principal place of business in the State of Minnesota.

1 10. Therefore, there is complete diversity between Plaintiff, including the putative
2 class, and RGS in this action.

3 11. Plaintiff seeks actual damages, subjecting to trebling, up to \$25,000.

4 12. Further, the Washington Consumer Protection Act, under which Plaintiff's claim
5 arises, requires that reasonable attorney's fees and costs be awarded to a prevailing plaintiff. *See*
6 RCW 19.86.090.

7 13. In considering whether the jurisdictional threshold is met, a federal district court
8 may include estimated attorney's fees. *Roe v. Teletech Customer Care Mgmt. (CO), LLC*, 2007
9 WL 1655172, *4 (W.D. Wash. June 6, 2007). *See also Galt G/S v. JSS Scandinavia*, 142 F.3d
10 1150, 1155 (9th Cir. 1998) (holding that attorney's fees can be counted toward the amount in
controversy requirement when a statute allows such fees).

11 14. Thus, over \$75,000 is in controversy, and the jurisdictional amount of 28 U.S.C. §
12 1332(a) is satisfied.

13 **III. JURISDICTION UNDER THE CLASS ACTION FAIRNESS ACT**

14 15. This Court has jurisdiction over this matter under the Class Action Fairness Act
15 ("CAFA"), 28 U.S.C. § 1332(d), because (1) there exists minimum diversity between the parties;
16 (2) the number of putative class members exceeds 100; and (3) the amount in controversy exceeds
\$5,000,000. 28 U.S.C. §§ 1332(d)(2), (d)(5)(B).

17 16. Minimum diversity pursuant to CAFA exists where "any member of a class of
18 plaintiffs is a citizen of a State different from any defendant." 28 U.S.C. § 1332(d)(2)(A).

19 17. Plaintiff alleges she is a citizen of Washington State.

20 18. RGS is not a citizen of Washington because it is a Minnesota Limited Liability
21 Corporation with its principal place of business in the State of Minnesota.

22 19. Therefore, there is minimum diversity pursuant to CAFA.

1 20. The Complaint includes two putative classes, one of which is defined to include all
2 Washington consumers who received a letter from RGS that is: (a) similar to the letter out of which
3 Plaintiff's claims arise; and (b) was sent after July 28, 2019.

4 21. After July 28, 2019, RGS sent letters similar to the one on which Plaintiff's claims
5 are based to over 10,000 Washington residents.

6 22. Accordingly, Plaintiff alleges a putative class with members exceeding 100.

7 23. Additionally, Plaintiff seeks to enjoin RGS from attempting to collect any medical
8 or hospital accounts owed by Plaintiff or any of the absent class members.

9 24. The total value of the medical and hospital accounts that are owed by Plaintiff and
10 the absent class members and that were placed with RGS after July 28, 2019 is \$7,833,952.

11 25. Plaintiff also seeks to enjoin RGS from attempting to collect any medical or hospital
12 accounts from any Washington resident in perpetuity. Extrapolating from the data in ¶ 29, the
13 potential value of these accounts is roughly \$5,875,464, per year.

14 26. Thus, minimum diversity exists between the parties, the membership of the putative
15 class exceeds 100, and the amount in controversy exceeds \$5,000,000; therefore, this Court has
16 jurisdiction under CAFA.

17 IV. PROCEDURAL REQUIREMENTS

18 27. Because RGS was served with the Complaint in the State Court Action on October
19 21, 2020, this Notice of Removal is timely filed pursuant to 28 U.S.C. 1446(b).

20 28. A copy of this Notice of Removal is being served upon Plaintiff.

21 29. According to the Complaint, the State Court Action is located in the Western
22 District of Washington. Therefore, venue for purposes of removal is proper because the United
States District Court for the Western District of Washington embraces the place in which the
removed action was pending. 28 U.S.C. § 1441(a).

1 30. RGS removes this action to the Tacoma Division of this Court because Plaintiff's
2 claims arose in Pierce County. Compl. ¶ 3.1.

3 31. Removal of the State Court Action is therefore proper under 28 U.S.C. §§ 1441 and
4 1446.

5 **V. CONCLUSION**

6 By this Notice of Removal, RGS does not waive any objections it may have as to service,
7 jurisdiction or venue, or any other defenses or objections they may have to this action. RGS
8 intends no admission of fact, law, or liability by this Notice and expressly reserve all defenses,
9 motions, and/or pleas.

10 DATED this 19th day of November, 2020.

11 ANDREWS SKINNER, P.S.

12 By s/Stephen G. Skinner

13 STEPHEN G. SKINNER, WSBA #17317
14 645 Elliott Ave. W., Suite 350, Seattle, WA 98119
15 Tel: 206-223-9248 | Fax: 206-623-9050
16 Email: stephen.skinner@andrews-skinner.com;
17 Attorney for Defendant
18
19
20
21
22

CERTIFICATE OF SERVICE

I hereby certify that on November 19, 2020, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

DATED this 19th day of November, 2020.

ANDREWS SKINNER, P.S.

By s/Stephen G. Skinner

STEPHEN G. SKINNER, WSBA #17317

645 Elliott Ave. W., Suite 350, Seattle, WA 98119

Tel: 206-223-9248 | Fax: 206-623-9050

Email: *stephen.skinner@andrews-skinner.com*

Attorney for Defendant

EXHIBIT A



**Service of Process
Transmittal**

10/21/2020

CT Log Number 538439701

TO: Greg Stevens
Radius Global Solutions LLC
9550 REGENCY SQUARE BLVD STE 500
JACKSONVILLE, FL 32225-8169

RE: Process Served in Washington

FOR: Radius Global Solutions LLC (Domestic State: MN)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: ANGELA CAMPBELL, PLTF. vs. RADIUS GLOBAL SOLUTIONS, LLC, ETC., DFT.
Name discrepancy noted.

DOCUMENT(S) SERVED: -

COURT/AGENCY: None Specified
Case # 172109016

ON WHOM PROCESS WAS SERVED: CT Corporation System, Olympia, WA

DATE AND HOUR OF SERVICE: By Process Server on 10/21/2020 at 15:22

JURISDICTION SERVED : Washington

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

REMARKS: The documents received have been modified to reflect the name of the entity being served.

ACTION ITEMS: CT has retained the current log, Retain Date: 10/22/2020, Expected Purge Date: 10/27/2020

Image SOP

Email Notification, Greg Stevens greg.stevens@radiusgs.com

Email Notification, Valerie Bartosh valerie.bartosh@radiusgs.com

Email Notification, Martha Bradley martha.bradley@radiusgs.com

Email Notification, Renee Bogar renee.bogar@radiusgs.com

Email Notification, Lori Schmitt lschmitt@sessions.legal

Email Notification, Diana Orellana dorellana@sessions.legal

Email Notification, Donielle Lambert dlambert@sessions.legal

SIGNED: CT Corporation System

ADDRESS: 8020 Excelsior Dr Ste 200
Madison, WI 53717-1998



**Service of Process
Transmittal**

10/21/2020

CT Log Number 538439701

TO: Greg Stevens
Radius Global Solutions LLC
9550 REGENCY SQUARE BLVD STE 500
JACKSONVILLE, FL 32225-8169

RE: Process Served in Washington

FOR: Radius Global Solutions LLC (Domestic State: MN)

For Questions:

877-467-3525
SmallBusinessTeam@wolterskluwer.com

STATE OF WASHINGTON
PIERCE COUNTY SUPERIOR COURT

ANGELA CAMPBELL,

Plaintiff,

v.

RADIUS GLOBAL SOLUTIONS, LLC,
Formerly Known As NORTHLAND
GROUP, a Minnesota Limited Liability
Company,

Defendant.

NO.

SUMMONS

RADIUS GLOBAL SOLUTIONS, LLC, Formerly Known As NORTHLAND

GROUP, a Minnesota Limited Liability Company: A lawsuit has been started against you in the above-entitled Court by Plaintiff. Plaintiff's claims are stated in the written Complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the Complaint by stating your defense in writing, and by serving a copy upon the person signing this Summons within twenty (20) days after the service of this Summons, excluding the day of service, or within sixty (60) days if this Summons is served outside the State of Washington, or within forty (40) days if this Summons is served through the Insurance Commissioner's Office, or a default judgment may be entered against you without notice. A default judgment is one where Plaintiff is entitled to what

1 it asks for because you have not responded. If you serve a notice of appearance on the
2 undersigned person, you are entitled to notice before a default judgment may be entered.

3 You may demand that the Plaintiff file this lawsuit with the Court. If you do so, the
4 demand must be in writing and must be served upon the person signing this Summons. Within
5 fourteen (14) days after you serve the demand, the Plaintiff must file this lawsuit with the Court,
6 or the service on you of this Summons and Complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
8 that your written response, if any, may be served on time.

9 This Summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State
10 of Washington.

11
12 DATED this 20th day of October, 2020.

13 PLAINTIFF'S COUNSEL

14
15 S//ROBERT W. MITCHELL

16 ROBERT MITCHELL, WSBA No. 37444
17 Robert Mitchell Attorney at Law, PLLC
18 1020 N. Washington St.
19 Spokane, WA 99201
20 Telephone: (509) 327-2224
21 bobmitchelllaw@gmail.com
22
23
24
25

STATE OF WASHINGTON
PIERCE COUNTY SUPERIOR COURT

ANGELA CAMPBELL,
Plaintiff,

v.

RADIUS GLOBAL SOLUTIONS, LLC,
Formerly Known As NORTHLAND
GROUP, a Minnesota Limited Liability
Company,

Defendant.

NO.

PLAINTIFF'S CLASS ACTION
COMPLAINT FOR VIOLATIONS OF
WASHINGTON'S CONSUMER
PROTECTION ACT

COMES NOW, Plaintiff, ANGELA CAMPBELL, by and through her counsel,
ROBERT MITCHELL, and complains against the Defendant as follows:

I. NATURE OF THE CASE

Despite the recent multimillion dollar Consent Decree between St. Joseph's and the Washington State Attorney General's Office proving that St. Joseph engaged in a years' long pattern and practice of refusing to follow Washington's Charity Care statute, and despite recent statutory enactments designed to prohibit this exact violation, Defendant is still refusing to provide impoverished patients with the statutorily required notices of their Charity Care rights relating to the St. Joseph medical debts Defendant is attempting to collect from Washington's neediest citizens. This is an action for injunctive relief to prevent further harm to Plaintiff and to prevent future harm to Washington's neediest citizens.

PLAINTIFF'S CLASS ACTION
COMPLAINT

1.

Robert Mitchell, Attorney at Law
700 Evergreen Blvd.
Vancouver, WA 98660
(360) 993-5000 Fax (888) 840-6003

II. PARTIES

2.1 Plaintiff, ANGELA CAMPBELL is a resident of Washington State.

2.2 Plaintiff obtained medical services from St. Joseph's Hospital, which she used primarily for personal, family, and household purposes.

2.3 Defendant alleges that Plaintiff failed to pay for services.

2.4 Plaintiff is therefore a "debtor" as defined by the Collection Agency Act (CAA), and a "person" as defined by the Consumer Protection Act (CPA), and Plaintiff acted as a "debtor" and "person" at all times relevant to this litigation.

2.5 Defendant, RADIUS GLOBAL SOLUTIONS, LLC, Formerly Known As NORTHLAND GROUP, a Minnesota Limited Liability Company, (hereinafter "Defendant"), is a collection agency and a business which regularly collects defaulted accounts originally owed to others.

2.6 The principal purpose of Defendant's business is the collection of third party debts originally owed to others.

2.7 Defendant conducts business in Washington State, pursuant to UBI No. 601 617 325.

2.8 Defendant is therefore a "collection agency" as defined by the CAA, a "business" as defined by the CPA, and Defendant acted as such at all times relevant to this complaint.

2.9 Defendant made attempts to collect the debt/claim at the heart of this litigation.

III. JURISDICTION AND VENUE

3.1 Jurisdiction and Venue in Pierce County Superior Court are appropriate where all acts at issue and described herein occurred in Pierce County, Washington, and where the injury to Plaintiff occurred in Pierce County, Washington, and where the Defendant has engaged in substantial business contacts in Pierce County, Washington, and where Defendant has already submitted to this jurisdiction by threatening to take legal action against Plaintiff in this jurisdiction, and where Plaintiff prays for injunctive relief that exceeds the jurisdiction of the State District Court. RCW 4.12.020; 4.12.025; 4.28.180; 4.28.185; and 7.40.010.

3.2 Defendant is liable unto Plaintiff pursuant to the provisions of the Washington Collection Agency Act (CAA), RCW 19.16 *et seq.*, the Consumer Protection Act (CPA), RCW 19.86 *et seq.*, as well as other applicable state laws.

IV. FACTUAL ALLEGATIONS RELEVANT TO PLAINTIFF

4.1 On September 18, 2017, Plaintiff obtained medical services from "ST JOSEPH MEDICAL CENTER PARENT LOCATION."

4.2 The bill amounted to \$77.59.

4.3 Plaintiff qualified for Washington State's Charity Care Program.

4.4 St. Joseph's never offered or even mentioned charity care to Plaintiff.

4.5 On November 14, 2017, Plaintiff obtained medical services from ST JOSEPH MEDICAL CENTER PARENT LOCATION.

4.6 The bill amounted to \$77.59.

4.7 Plaintiff qualified for Washington State's Charity Care Program.

1 4.8 St. Joseph's never offered or even mentioned charity care to Plaintiff.

2 4.9 In 2017, the Washington State Attorney General sued ST JOSEPH MEDICAL
3 CENTER for failing or refusing to offer charity care to patients like Plaintiff, as required by
4 Washington Statute. See *State of Washington v. Franciscan Health System d/b/a Chi-*
5 *Franciscan Health d/b/a St. Joseph Medical Center*, Pierce County Superior Court Cause No.
6 17-2-10901-2.
7

8 4.10 On March 1, 2019, the Washington State Legislature amended Washington's
9 Collection Agency Act, adding RCW 19.16.250(28) and RCW 19.16.250(29), which provide
10 additional protections to patients subject to medical and hospital debt collections. See
11 **EXHIBIT A**, "SUBSTITUTE HOUSE BILL 1531."
12

13 4.11 On April 29, 2019, ST JOSEPH MEDICAL CENTER entered a multimillion
14 dollar Consent Decree with the Washington State Attorney General, to resolve *State of*
15 *Washington v. Franciscan Health System d/b/a Chi-Franciscan Health d/b/a St. Joseph*
16 *Medical Center*, Pierce County Superior Court Cause No. 17-2-10901-2. See **EX. B**.
17

18 4.12 The Consent Decree resolved St. Joseph medical accounts incurred between
19 January 1, 2012 and July 1, 2017. *Id.* at p. 10.
20

21 4.13 Pursuant to the Consent Decree, ST JOSEPH MEDICAL CENTER discharged
22 **\$1,041.35** of Plaintiff's medical debts. See **EXHIBIT C**, redacted Attorney General letter to
23 Plaintiff stating in pertinent part: "**Good news – you no longer owe a debt!...As a result, you**
24 **no longer owe \$1,041.35 on...to St. Joseph Medical Center.**"
25

1 4.14 On July 28, 2019, Washington's Amended Collection Agency Act became
2 effective. *Id.*

3 4.15 On July 28, 2019, Washington added the following requirements to the
4 Collection Agency Act, prohibiting collection agencies from engaging in the following
5 conduct:
6

7 (28) If the claim involves medical debt: (a) Fail to include, with the
8 first written notice to the debtor, a statement that informs the
9 debtor of the debtor's right to request the original account number
10 or redacted original account number assigned to the debt, the date
11 of the last payment, and an itemized statement as provided in (b) of
12 this subsection (28); (b)(i) Fail to provide to the debtor, upon
13 written or oral request by the debtor for more information than is
14 contained in a general balance due letter; an itemized statement
15 free of charge. Unless and until the licensee provides the itemized
16 statement, the licensee must cease all collection efforts. The
17 itemized statement must include: (A) The name and address of the
18 medical creditor; (B) The date, dates, or date range of service; (C)
19 The health care services provided to the patient as indicated by the
20 health care provider in a statement provided to the licensee; (D)
21 The amount of principal for any medical debt or debts incurred;
22 (E) Any adjustment to the bill, such as negotiated insurance rates
23 or other discounts; (F) The amount of any payments received,
24 whether from the patient or any other party; (G) Any interest or
25 fees; and (H) Whether the patient was found eligible for charity
26 care or other reductions and, if so, the amount due after all charity
care and other reductions have been applied to the itemized
statement; (ii) In the event the debtor has entered into a voluntary
payment agreement, the debtor shall give notice if he or she wants
the payment plan discontinued. If no notice is given, the payment
arrangement may continue. (iii) Properly executed postjudgment
writs, including writs of garnishment and execution, are not
required to be ceased and second or subsequent requests for
information already provided do not require the cessation of
collection efforts; (c) Report adverse information to consumer
credit reporting agencies or credit bureaus until at least one
hundred eighty days after the original obligation was received by
the licensee for collection or by assignment.

1 RCW 19.16.250(28); **EX. A.**

2 4.16 On July 28, 2019, Washington also added the following requirements to the
3 Collection Agency Act, prohibiting collection agencies from engaging in the following
4 conduct:

5
6 (29) If the claim involves hospital debt: (a) Fail to include, with the
7 first written notice to the debtor, a notice that the debtor may be
8 eligible for charity care from the hospital; (b) Collect or attempt to collect a
9 claim related to hospital debt during the pendency of an application
10 for charity care sponsorship or an appeal from a final
11 determination of charity care sponsorship status. However, this
12 prohibition is only applicable if the licensee has received notice of
13 the pendency of the application or appeal.

11 RCW 19.16.250(29); **EX. A.**

12 4.17 On January 1, 2020, despite the newly enacted requirements of RCW
13 19.16.250(28) and 19.16.250(29), and despite the Consent Decree evidencing a years' long
14 history of problems associated with St. Joseph's charity care accounts, Defendant mailed
15 Plaintiff a collection letter demanding payment for the September 18, 2017 and November 14,
16 2017 accounts listed above. See **EXHIBIT D**, redacted collection letter.

18 4.18 Defendant's January 1, 2020 collection letter *did not* include a notice that
19 Plaintiff may be eligible for charity care from St. Joseph's. RCW 19.16.250(28).

20 4.19 Defendant's January 1, 2020 collection letter *did not* include a notice that
21 Plaintiff may be entitled to the contact information for St. Joseph. RCW 19.16.250(28).

22 4.20 Defendant's January 1, 2020 collection letter *did not* include a statement
23 informing Plaintiff of her right to request the original account number or redacted original
24

1 account number assigned to the debt, the date of the last payment, and an itemized statement
2 including: (A) The name and address of the medical creditor; (B) The date, dates, or date range
3 of service; (C) The health care services provided to the patient as indicated by the health care
4 provider in a statement provided to the licensee; (D) The amount of principal for any medical
5 debt or debts incurred; (E) Any adjustment to the bill, such as negotiated insurance rates or
6 other discounts; (F) The amount of any payments received, whether from the patient or any
7 other party; (G) Any interest or fees; and (H) Whether the patient was found eligible for charity
8 care or other reductions and, if so, the amount due after all charity care and other reductions
9 have been applied to the itemized statement. RCW 19.16.250(29).
10

11 4.21 Despite the Consent Decree illustrating that St. Joseph's engaged in a pattern
12 and practice of failing or refusing to offer charity care to qualified applicants, and despite
13 Washington's newly enacted statutory protections, Defendant is blindly collecting a portfolio
14 of Charity Care eligible St. Joseph's accounts, without even mentioning Charity Care to the
15 alleged debtors, and without providing the alleged debtors with the notices required by RCW
16 19.16.250(28) and RCW 19.16.250(29).
17

18 4.22 Plaintiff qualifies for charity care for the September 18, 2017 and November 14,
19 2017 accounts, just like she qualified for charity care for the other St. Joseph's accounts listed
20 in the Attorney General's letter, and discharged as a result of the consent decree (EX D).
21

22 4.23 However, St. Joseph's never offered Plaintiff charity care regarding the
23 September 18, 2017 and November 14, 2017 accounts, or even mentioned the program to
24 Plaintiff.
25

1 4.24 The September 18, 2017 and November 14, 2017 accounts fall 2 and 4 months
2 outside the Consent Decree, which only covered accounts up to July 1, 2017. *Supra*.

3 4.25 If Plaintiff qualified for charity, and her accounts fall outside the Consent
4 Decree, then others in the account portfolio qualify as well.

5 4.26 If those other patients received the same *form* collection letter from Defendant,
6 then there were other charity care qualified patients who received a deficient collection letter
7 that failed to inform them of their charity care rights, as required by RCW 19.16.250(28) and
8 RCW 19.16.250(29).
9

10 4.27 Some of those individuals paid Defendant money, despite being qualified for
11 charity care, and in spite of Defendant's failure(s) to follow Washington's Statute.

12 4.28 Despite a public record that St. Joseph resolved a multimillion dollar Consent
13 Decree for failing or refusing to offer Charity Care to qualified patients between January 1,
14 2012 and July 1, 2017, Defendant is blindly collecting Charity Care qualified St. Joseph
15 medical accounts from September 18, 2017 and November 14, 2017, without providing the
16 statutorily required Charity Care notice. See **EXHIBIT B**.
17

18 4.29 Plaintiff believes and therefore avers that Defendant is also blindly collecting
19 Charity Care eligible St. Joseph's accounts from 2018 and 2019, as well.

20 4.30 Defendant knows that these accounts qualify for Charity Care.

21 4.31 Defendant knows that these accounts only exist because St. Joseph's failed or
22 refused to follow a legal requirement to offer Charity Care to qualified patients.
23
24

1 4.32 As such, Defendant knows that many, if not all of these patients do not owe the
2 money Defendant is demanding.

3 4.33 Defendant's actions and inactions are unfair, deceptive, and unconscionable.
4 *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d 27, 204 P.3d 885 (2009).

5 4.34 Defendant's unfair, deceptive, and unconscionable acts and practices occurred
6 in the course of trade or commerce. *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d
7 27, 204 P.3d 885 (2009).

8 4.35 Defendant's unfair, deceptive, and unconscionable acts and practices involve a
9 matter of public interest. *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d 27, 204 P.3d
10 885 (2009).

11 4.36 Defendant's unfair, deceptive, and unconscionable acts and practices have the
12 capacity for repetition. (A quick PACER search reveals 746 federal lawsuits filed against
13 Defendant's previous name; "Northland Group").

14 4.37 Plaintiff was injured in her business and property where she was forced to take
15 time away from otherwise economically productive activities to research Defendant's unfair
16 and deceptive acts and practices, and seek out and retain an attorney to put a stop to
17 Defendant's unfair and deceptive acts and practices.

18 4.38 Defendant's unfair, deceptive, and unconscionable acts and practices are the
19 direct and proximate cause of Plaintiff's damages and injuries.

20 4.39 An injunction is necessary to prevent Defendant from forcing any more of
21 Washington's neediest citizens to pay any more St. Joseph medical debts that should have been
22 discharged through Washington's Charity Care Act.

V. CLASS ACTION ALLEGATIONS

5.1 Plaintiff re-alleges paragraphs I. through IV., inclusive as though fully set forth herein.

5.2 Plaintiff brings the following class action pursuant to Washington Rules of Civil Procedure 23(a) and 23(b)(3), individually and on behalf of all class members who suffered injury or damage as a result of Defendant's unfair or deceptive acts or practices.

5.3 The claims asserted in this case satisfy the requirements of Rule 23(a) because:

A. The members of the class are so numerous that joinder of all members is impracticable.

B. There are questions of law and fact common to the Class and these questions predominate over any questions affecting only individual class members.

C. The common claims are:

1) The identification of any Washington citizen or Washington Business that received a collection letter, email, or other communication from Defendant, similar to the "January 1, 2020" collection letter Defendant mailed to Plaintiff (Attached hereto as **EXHIBIT D**), if Defendant's collection letter was dated after July 28, 2019;

2) The identification of any Washington citizen or Washington Business that paid Defendant for a medical debt after receiving a collection letter, email, or other communication from Defendant, similar to the "January 1, 2020" collection letter Defendant mailed to Plaintiff (Attached hereto as **EXHIBIT D**), if Defendant's collection letter was dated after July 28, 2019;

1
2 D. These are matters capable of ministerial determination from Defendant's
3 own records, which Defendant is required to maintain according to state law.

4 E. Plaintiff's claims are typical of the Class members; all are based on the
5 same facts and legal theories.

6
7 F. Plaintiff will fairly and adequately represent the Class members'
8 interests.

9 G. Plaintiff has retained counsel experienced in bringing class actions and
10 collection-abuse claims.

11 H. Plaintiff's interests are consistent with those of the Class members.

12
13 5.4 A class action is the superior method for the fair and efficient adjudication of
14 this controversy, especially where this case involves hundreds of Consumer Protection Act
15 violations.

16 5.5 Classwide relief is essential to compel Defendant to comply with Washington's
17 Collection Agency Act, and Washington's Consumer Protection Act.

18 5.6 The interest of Class members in individually controlling the prosecution of
19 separate claims against Defendant is small, because the damages in an individual action for
20 violation of the CPA are small.

21
22 5.7 Management of these claims is likely to present significantly fewer difficulties
23 than are presented in multiple class claims because the claims are so similar in nature and are
24 likely limited to consumers located in a specific geographical area.

5.8 Defendant has acted on grounds generally applicable to the Class, thereby making final injunctive relief and corresponding declaratory relief with respect to the Class as a whole appropriate.

5.9 Moreover, Plaintiff alleges that the violations complained of herein are substantially likely to continue in the future if an injunction is not entered.

5.10 Depending on the outcome of further investigation and discovery, Plaintiff may, at the time of class certification motion, seek to certify one or more classes or subclasses only as to particular issues pursuant to Civil Rule 23(c)(4).

VI. FACTUAL ALLEGATIONS RELEVANT TO CLASS

6.1 Plaintiff re-alleges paragraphs I. through V., inclusive as though fully set forth herein.

6.2 After July 28, 2019, Defendant sent members of the Class a collection letter, email, or other communication, similar to the "January 1, 2020" collection letter Defendant mailed to Plaintiff.

6.3 Defendant's collection communications violated RCW 19.16.250(28) and/or RCW 19.16.250(29), because Defendant's collection communications did not contain the information required by RCW 19.16.250(28) and/or RCW 19.16.250(29).

6.4 Because Defendant's collection communications violated RCW 19.16.250(28) and/or RCW 19.16.250(29), Defendant's collection communications are *per se* Consumer Protection Act violations. RCW 19.16.440.

1 6.5 Defendant's communications were also false, deceptive, unfair, unconscionable,
2 and intended to harass, annoy, oppress, and frustrate members of the Class into paying
3 accounts that could have been discharged through Washington's Charity Care Act.

4 6.6 Defendant's false, deceptive, unfair, unconscionable, harassing, annoying,
5 oppressive, and frustrating acts and practices caused members of the Class actual economic
6 injury and damages.

7 6.7 Defendant's false, deceptive, unfair, unconscionable, harassing, annoying,
8 oppressive, and frustrating acts and practices caused members of the Class other economic and
9 noneconomic injury and damages.

10 6.8 Defendant's false, deceptive, unfair, unconscionable, harassing, annoying,
11 oppressive, and frustrating acts and practices are the direct and proximate of the damages and
12 injuries suffered by members of the Class.

13 6.9 Defendant's unfair and deceptive actions occurred in the course of trade and
14 commerce.

15 6.10 Defendant's unfair and deceptive actions involve a matter of public interest and
16 have an adverse public impact. *Panag v. Farmers Ins. Co.*, 166 Wn.2d 27, 204 P.3d 885
17 (2009).

18 6.11 Defendant's unfair and deceptive actions have the capacity for repetition. *Id.*

19 6.12 An injunction is appropriate to prevent Defendant from ever again treating any
20 Washington citizen or business in a similar manner.

VII. FIRST CAUSE OF ACTION

(Per Se Consumer Protection Act – State Collection Agency Act Violation)

7.1 Plaintiff re-alleges paragraphs I through VI, inclusive as though fully set forth herein.

7.2 Washington’s Consumer Protection Act (hereinafter “CPA”) states: “Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.” RCW 19.86.020.

7.3 Washington’s CPA applies to the actions at issue herein because the Plaintiff is a “person” and the Defendant is a “person,” the complaint involves conduct which occurred in the course of trade/commerce, Plaintiff was damaged in her property by Defendant’s actions, and the complaint involves a matter of public interest which is capable of repetition and will likely affect other consumers in this state.

7.4 Additionally, the Washington Collection Agency Act (hereinafter “WCAA”) prohibits collection agencies from engaging in certain unfair and/or deceptive collection acts or practices. RCW 19.16.250(1 – 29).

7.5 A violation of the WCAA is a *per se* violation of Washington’s CPA. RCW 19.16.440.

7.6 The “Prohibited Practices” section of the WCAA states in pertinent part that “No licensee or employee of a licensee shall:”

If the Claim involves a hospital debt: (a) Fail to include, with the first written notice to the debtor, a notice that the debtor may be eligible for charity care from the hospital, together with the contact information for the hospital.

1 RCW 19.16.250(29)(a-b) (Emphasis added).

2 7.7 In this case, Defendant's collection letter to Plaintiff violated both the
3 Washington Collection Agency Act and the Washington Consumer Protection Act (*per se*
4 violation), because the letter did not **include, with the first written notice to the debtor, a**
5 **notice that the debtor may be eligible for charity care from the hospital, together with the**
6 **contact information for the hospital.**

7
8 7.8 Defendant's actions and inactions are unfair, deceptive, and unconscionable.
9 *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d 27, 204 P.3d 885 (2009).

10 7.9 Defendant's unfair, deceptive, and unconscionable acts and practices occurred
11 in the course of trade or commerce. *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d
12 27, 204 P.3d 885 (2009).

13
14 7.10 Defendant's unfair, deceptive, and unconscionable acts and practices involve a
15 matter of public interest. *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d 27, 204 P.3d
16 885 (2009).

17 7.11 Defendant's unfair, deceptive, and unconscionable acts and practices have the
18 capacity for repetition. (A quick PACER search reveals 746 federal lawsuits filed against
19 Defendant's previous name; "Northland Group").

20 7.12 Plaintiff and other class members were injured in their business and property
21 where they were forced to take time away from otherwise economically productive activities to
22 research Defendant's unfair and deceptive acts and practices, and seek out and retain an
23 attorney to put a stop to Defendant's unfair and deceptive acts and practices.
24

1 7.13 Other class members were injured in their business or property where they paid
2 Defendant for medical debts that could have been discharged through Washington's Charity
3 Care Act.

4 7.14 Defendant's unfair, deceptive, and unconscionable acts and practices are the
5 direct and proximate cause of Plaintiff and other class members' damages and injuries.
6

7 7.15 An injunction is necessary to prevent Defendant from forcing any more of
8 Washington's neediest citizens to pay any more St. Joseph medical debts that should have been
9 discharged through Washington's Charity Care Act.

10 **VIII. SECOND CAUSE OF ACTION**

11 **(Per Se Consumer Protection Act – State Collection Agency Act Violation)**

12 8.1 Plaintiff re-alleges paragraphs I through VII, inclusive as though fully set forth
13 herein.

14 8.2 Washington's Consumer Protection Act (hereinafter "CPA") states: "Unfair
15 methods of competition and unfair or deceptive acts or practices in the conduct of any trade or
16 commerce are hereby declared unlawful." RCW 19.86.020.

17 8.3 Washington's CPA applies to the actions at issue herein because the Plaintiff is
18 a "person" and the Defendant is a "person," the complaint involves conduct which occurred in
19 the course of trade/commerce, Plaintiff was damaged in her property by Defendant's actions,
20 and the complaint involves a matter of public interest which is capable of repetition and will
21 likely affect other consumers in this state.
22
23
24

1 8.4 Additionally, the Washington Collection Agency Act (hereinafter "WCAA")
 2 prohibits collection agencies from engaging in certain unfair and/or deceptive collection acts or
 3 practices. RCW 19.16.250(1 – 29).

4 8.5 A violation of the WCAA is a *per se* violation of Washington's CPA. RCW
 5 19.16.440.
 6

7 8.6 The "Prohibited Practices" section of the WCAA states in pertinent part that
 8 "No licensee or employee of a licensee shall:"

9 **If the claim involves medical debt: (a) Fail to include, with the**
 10 **first written notice to the debtor, a statement that informs the**
 11 **debtor of the debtor's right to request the original account**
 12 **number or redacted original account number assigned to the**
 13 **debt, the date of the last payment, and an itemized statement**
 14 **as provided in (b) of this subsection (28).**

15 RCW 19.16.250(28)(a) (Emphasis added).

16 8.7 The itemized statement referred to in RCW 19.16.250(28)(a) must include:

- 17 (A) The name and address of the medical creditor;
- 18 (B) The date, dates, or date range of service;
- 19 (C) The health care services provided to the patient as indicated by the health
 20 care provider in a statement provided to the licensee;
- 21 (D) The amount of principal for any medical debt or debts incurred;
- 22 (E) Any adjustment to the bill, such as negotiated insurance rates or other
 23 discounts;
- 24 (F) The amount of any payments received, whether from the patient or any
 25 other party;
- 26 (G) Any interest or fees; and
- (H) Whether the patient was found eligible for charity care or other reductions
 and, if so, the amount due after all charity care and other reductions have
 been applied to the itemized statement.

RCW 19.16.250(28)(b) (Emphasis added).

8.8 In this case, Defendant's collection letters to Plaintiff and other class members violated both the Washington Collection Agency Act and the Washington Consumer Protection Act (*per se* violation), because the letters did not include, with the first written notice to the debtor, a statement that informs the debtor of the debtor's right to request the original account number or redacted original account number assigned to the debt, the date of the last payment, and an itemized statement including: (A) The name and address of the medical creditor; (B) The date, dates, or date range of service; (C) The health care services provided to the patient as indicated by the health care provider in a statement provided to the licensee; (D) The amount of principal for any medical debt or debts incurred; (E) Any adjustment to the bill, such as negotiated insurance rates or other discounts; (F) The amount of any payments received, whether from the patient or any other party; (G) Any interest or fees; and (H) Whether the patient was found eligible for charity care or other reductions and, if so, the amount due after all charity care and other reductions have been applied to the itemized statement.

8.9 Defendant's actions and inactions are unfair, deceptive, and unconscionable. *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d 27, 204 P.3d 885 (2009).

8.10 Defendant's unfair, deceptive, and unconscionable acts and practices occurred in the course of trade or commerce. *Panag v. Farmers Ins. Co. of Washington*, 166 Wash.2d 27, 204 P.3d 885 (2009).

8.12 Defendant's unfair, deceptive, and unconscionable acts and practices have the capacity for repetition. (A quick PACER search reveals 746 federal lawsuits filed against Defendant's previous name; "Northland Group").

8.13 Plaintiff and other class members were injured in their business and property where they were forced to take time away from otherwise economically productive activities to research Defendant's unfair and deceptive acts and practices, and seek out and retain an attorney to put a stop to Defendant's unfair and deceptive acts and practices.

8.14 Other class members were injured in their business or property where they paid Defendant for medical debts that could have been discharged through Washington's Charity Care Act.

8.15 Defendant's unfair, deceptive, and unconscionable acts and practices are the direct and proximate cause of Plaintiff and other class members' damages and injuries.

8.16 An injunction is necessary to prevent Defendant from forcing any more of Washington's neediest citizens to pay any more St. Joseph medical debts that should have been discharged through Washington's Charity Care Act.

IX. THIRD CAUSE OF ACTION

(Consumer Protection Act Violation – In the Alternative)

9.1 Plaintiff re-alleges paragraphs I through VIII, inclusive as though fully set forth herein.

1 9.2 In the alternative to a *per se* violation of Washington's CPA as alleged *Supra*,
2 Defendant's collection actions are still "unfair" and "deceptive" as those terms are
3 ambiguously defined and liberally construed to protect consumers. *See* RCW 19.86.920;
4 *Panag v. Farmers Ins. Co. of Washington*, 166 Wn.2d 27, 43, 204 P.3d 885 (2009).

5 9.3 Defendant's acts and practices in this case were unfair and deceptive. *Id.*

6 9.4 Defendant's unfair and deceptive collection acts and practices occurred in the
7 course of trade or commerce. *Id.*

8 9.5 Defendant's unfair and deceptive collection acts and practices have the capacity
9 for repetition and the capacity to deceive a significant portion of Washington's population.

10 9.6 Defendant's unfair and deceptive collection acts and practices are likely to
11 injure other Washington citizens in the future.

12 9.7 Plaintiff and other class members were injured in their business and property
13 where they were forced to take time away from otherwise economically productive activities to
14 research Defendant's unfair and deceptive acts and practices, and seek out and retain an
15 attorney to put a stop to Defendant's unfair and deceptive acts and practices.

16 9.8 Other class members were injured in their business or property where they paid
17 Defendant for medical debts that could have been discharged through Washington's Charity
18 Care Act.

19 9.9 Defendant's unfair, deceptive, and unconscionable acts and practices are the
20 direct and proximate cause of Plaintiff and other class members' damages and injuries.

9.10 An injunction is necessary to prevent Defendant from forcing any more of Washington's neediest citizens to pay any more St. Joseph medical debts that should have been discharged through Washington's Charity Care Act.

X. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment to be entered against the Defendant as follows:

A. For an Injunction preventing Defendant from ever again contacting Plaintiff or any of the other class members for any reason whatsoever, pursuant to RCW 19.86.090, and Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

B. For an Injunction preventing Defendant from ever again mailing a collection letter to a Washington citizen in attempt to collect a medical debt, without including the information required by RCW 19.16.250(28) *et seq.*, pursuant to RCW 19.86.090; Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

C. For an Injunction preventing Defendant from ever again mailing a collection letter to a Washington citizen in attempt to collect a hospital medical debt, without including the information required by RCW 19.16.250(29) *et seq.*, pursuant to RCW 19.86.090; Scott v. Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins.

1 Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d
2 331, 335-36, 544 P.2d 88 (1976);

3 D. For an Injunction preventing Defendant from ever again collecting upon the
4 subject debts, pursuant to RCW 19.86.090; Scott v. Cingular Wireless, 160 Wn.2d 843, 161
5 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50, 510 P.2d 1123 (1973);
6 Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105 Wash.2d 778, 783-84, 719
7 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36, 544 P.2d 88 (1976);

8 E. For Disgorgement and Reimbursement of any medical debts collected from any
9 of the class members in response to a collection letter mailed after July 28, 2019, if that letter is
10 similar to the January 1, 2020 letter at issue in this case, pursuant to RCW 19.86.090; Scott v.
11 Cingular Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d
12 337, 349-50, 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins.
13 Co., 105 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d
14 331, 335-36, 544 P.2d 88 (1976);

15 F. For an Injunction preventing the licensee, the customer of the licensee, or any
16 other person who may hereafter legally seek to collect on the claims at issue in this litigation,
17 from ever being allowed to recover any interest, service charge, attorneys' fees, collection
18 costs, delinquency charge, or any other fees or charges otherwise legally chargeable to the
19 debtor on such claims, pursuant to RCW 19.16.450; RCW 19.86.090; Scott v. Cingular
20 Wireless, 160 Wn.2d 843, 161 P.3d 1000 (2007); Hockley v. Hargitt, 82 Wash.2d 337, 349-50,
21 510 P.2d 1123 (1973); Hangman Ridge Training Stables, Inc. v. Safeco Title Ins. Co., 105
22 Wash.2d 778, 783-84, 719 P.2d 531 (1986); Lightfoot v. MacDonald, 86 Wash.2d 331, 335-36,
23 544 P.2d 88 (1976);

G. For Actual and Compensatory damages in an amount to be proven at trial, pursuant to RCW 19.86 *et seq.*, and various common law claims;

H. For Emotional Distress Damages in an amount to be proven at the time of trial, pursuant to 15 U.S.C. § 1692 *et seq.*; and Jackson v. Peoples Credit Union, 604 P.2d 1025 (1979);

I. For Incidental and Consequential damages in an amount to be proven at trial;

J. For treble any “actual” economic damages up to the amount of \$25,000, pursuant to RCW 19.86 *et seq.*;

K. For costs and reasonable attorney’s fees in an amount to be proven after trial, pursuant to 15 U.S.C. § 1692 *et seq.*; and RCW 19.86 *et seq.*;

L. For interest on the above amounts as authorized by law;

M. For leave to amend this complaint as needed and as required, including leave to seek Civil Rule 23 status if discovery proves numerosity and commonality of claims.

XI. REQUEST FOR TRIAL BY JURY

Plaintiff hereby requests a trial by jury.

DATED this 20th day of October, 2020.

Respectfully submitted,

s//Robert Mitchell

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PLAINTIFF’S CLASS ACTION
COMPLAINT

23

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20th day of October, 2020

SUBSTITUTE HOUSE BILL 1531

Passed Legislature - 2019 Regular Session

State of Washington

66th Legislature

2019 Regular Session

By House Civil Rights & Judiciary (originally sponsored by Representatives Jenkins, Walen, Orwall, Cody, Robinson, Riccelli, Valdez, Ormsby, and Macri)

READ FIRST TIME 02/19/19.

1 AN ACT Relating to medical debt; amending RCW 6.01.060, 6.32.010,
2 19.16.100, 19.16.250, 19.52.010, and 19.52.020; and adding a new
3 section to chapter 70.54 RCW.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 **Sec. 1.** RCW 6.01.060 and 2018 c 199 s 202 are each amended to
6 read as follows:

7 The definitions in this section apply throughout this title
8 unless the context clearly requires otherwise.

9 (1) "Certified mail" includes, for mailings to a foreign country,
10 any form of mail that requires or permits a return receipt.

11 (2) "Medical debt" has the same meaning as provided in RCW
12 19.16.100.

13 (3) "Private student loan" means any loan not guaranteed by the
14 federal or state government that is used solely for personal use to
15 finance postsecondary education and costs of attendance at an
16 educational institution. A private student loan includes a loan made
17 solely to refinance a private student loan. A private student loan
18 does not include an extension of credit made under an open-end
19 consumer credit plan, a reverse mortgage transaction, a residential
20 mortgage transaction, or any other loan that is secured by real
21 property or a dwelling.

1 **Sec. 2.** RCW 6.32.010 and 1994 c 189 s 4 are each amended to read
2 as follows:

3 (1) At any time within ten years after entry of a judgment for
4 the sum of twenty-five dollars or over, unless the time is extended
5 in accordance with RCW 6.17.020(3), upon application by the judgment
6 creditor such court or judge may, by an order, require the judgment
7 debtor to appear at a specified time and place before the judge
8 granting the order, or a referee appointed by the judge, to answer
9 concerning the same((~~and~~)).

10 (2) Except as provided in subsection (4) of this section, the
11 judge to whom application is made under this chapter may, if it is
12 made to appear to him or her by the affidavit of the judgment
13 creditor, his or her agent or attorney that there is danger of the
14 debtor absconding, order the sheriff to arrest the debtor and bring
15 him or her before the judge granting the order. Upon being brought
16 before the judge, he or she may be ordered to enter into a bond, with
17 sufficient sureties, that he or she will attend from time to time
18 before the judge or referee, as shall be directed, during the
19 pendency of the proceedings and until the final termination thereof.

20 (3) If the judgment debtor or other persons against whom the
21 special proceedings are instituted has been served with these
22 proceedings, the plaintiff shall be entitled to costs of service,
23 notary fees, and an appearance fee of twenty-five dollars. If the
24 judgment debtor or other persons fail to answer or appear, the
25 plaintiff shall additionally be entitled to reasonable attorney fees.
26 If a plaintiff institutes special proceedings and fails to appear, a
27 judgment debtor or other person against whom the proceeding was
28 instituted who appears is entitled to an appearance fee of twenty-
29 five dollars and reasonable attorney fees.

30 (4) A plaintiff may not seek a warrant for the arrest of a
31 judgment debtor for any act or failure to act that arises out of or
32 relates to a judgment for medical debt, unless the act or failure to
33 act constitutes a crime under state law.

34 **Sec. 3.** RCW 19.16.100 and 2015 c 201 s 3 are each amended to
35 read as follows:

36 Unless a different meaning is plainly required by the context,
37 the following words and phrases as hereinafter used in this chapter
38 shall have the following meanings:

39 (1) "Board" means the Washington state collection agency board.

1 (2) "Claim" means any obligation for the payment of money or
2 thing of value arising out of any agreement or contract, express or
3 implied.

4 (3) "Client" or "customer" means any person authorizing or
5 employing a collection agency to collect a claim.

6 (4) "Collection agency" means and includes:

7 (a) Any person directly or indirectly engaged in soliciting
8 claims for collection, or collecting or attempting to collect claims
9 owed or due or asserted to be owed or due another person;

10 (b) Any person who directly or indirectly furnishes or attempts
11 to furnish, sells, or offers to sell forms represented to be a
12 collection system or scheme intended or calculated to be used to
13 collect claims even though the forms direct the debtor to make
14 payment to the creditor and even though the forms may be or are
15 actually used by the creditor himself or herself in his or her own
16 name;

17 (c) Any person who in attempting to collect or in collecting his
18 or her own claim uses a fictitious name or any name other than his or
19 her own which would indicate to the debtor that a third person is
20 collecting or attempting to collect such claim;

21 (d) Any person or entity that is engaged in the business of
22 purchasing delinquent or charged off claims for collection purposes,
23 whether it collects the claims itself or hires a third party for
24 collection or an attorney for litigation in order to collect such
25 claims;

26 (e) Any person or entity attempting to enforce a lien under
27 chapter 60.44 RCW, other than the person or entity originally
28 entitled to the lien.

29 (5) "Collection agency" does not mean and does not include:

30 (a) Any individual engaged in soliciting claims for collection,
31 or collecting or attempting to collect claims on behalf of a licensee
32 under this chapter, if said individual is an employee of the
33 licensee;

34 (b) Any individual collecting or attempting to collect claims for
35 not more than one employer, if all the collection efforts are carried
36 on in the name of the employer and if the individual is an employee
37 of the employer;

38 (c) Any person whose collection activities are carried on in his,
39 her, or its true name and are confined and are directly related to
40 the operation of a business other than that of a collection agency,

such as but not limited to: Trust companies; savings and loan associations; building and loan associations; abstract companies doing an escrow business; real estate brokers; property management companies collecting assessments, charges, or fines on behalf of condominium unit owners associations, associations of apartment owners, or homeowners' associations; public officers acting in their official capacities; persons acting under court order; lawyers; insurance companies; credit unions; loan or finance companies; mortgage banks; and banks;

(d) Any person who on behalf of another person prepares or mails monthly or periodic statements of accounts due if all payments are made to that other person and no other collection efforts are made by the person preparing the statements of account;

(e) An "out-of-state collection agency" as defined in this chapter; or

(f) Any person while acting as a debt collector for another person, both of whom are related by common ownership or affiliated by corporate control, if the person acting as a debt collector does so only for persons to whom it is so related or affiliated and if the principal business of the person is not the collection of debts.

(6) "Commercial claim" means any obligation for payment of money or thing of value arising out of any agreement or contract, express or implied, where the transaction which is the subject of the agreement or contract is not primarily for personal, family, or household purposes.

(7) "Debtor" means any person owing or alleged to owe a claim.

(8) "Director" means the director of licensing.

(9) "Licensee" means any person licensed under this chapter.

(10) "Medical debt" means any obligation for the payment of money arising out of any agreement or contract, express or implied, for the provision of health care services as defined in RCW 48.44.010. In the context of "medical debt," "charity care" has the same meaning as provided in RCW 70.170.020.

(11) "Out-of-state collection agency" means a person whose activities within this state are limited to collecting debts from debtors located in this state by means of interstate communications, including telephone, mail, or facsimile transmission, from the person's location in another state on behalf of clients located outside of this state, but does not include any person who is

1 excluded from the definition of the term "debt collector" under the
2 federal fair debt collection practices act (15 U.S.C. Sec. 1692a(6)).

3 (~~((11))~~) (12) "Person" includes individual, firm, partnership,
4 trust, joint venture, association, or corporation.

5 (~~((12))~~) (13) "Statement of account" means a report setting forth
6 only amounts billed, invoices, credits allowed, or aged balance due.

7 **Sec. 4.** RCW 19.16.250 and 2016 c 86 s 4 are each amended to read
8 as follows:

9 No licensee or employee of a licensee shall:

10 (1) Directly or indirectly aid or abet any unlicensed person to
11 engage in business as a collection agency in this state or receive
12 compensation from such unlicensed person: PROVIDED, That nothing in
13 this chapter shall prevent a licensee from accepting, as forwarder,
14 claims for collection from a collection agency or attorney whose
15 place of business is outside the state.

16 (2) Collect or attempt to collect a claim by the use of any means
17 contrary to the postal laws and regulations of the United States
18 postal department.

19 (3) Publish or post or cause to be published or posted, any list
20 of debtors commonly known as "bad debt lists" or threaten to do so.
21 For purposes of this chapter, a "bad debt list" means any list of
22 natural persons alleged to fail to honor their lawful debts. However,
23 nothing herein shall be construed to prohibit a licensee from
24 communicating to its customers or clients by means of a coded list,
25 the existence of a check dishonored because of insufficient funds,
26 not sufficient funds or closed account by the financial institution
27 servicing the debtor's checking account: PROVIDED, That the debtor's
28 identity is not readily apparent: PROVIDED FURTHER, That the licensee
29 complies with the requirements of subsection (10)(e) of this section.

30 (4) Have in his or her possession or make use of any badge, use a
31 uniform of any law enforcement agency or any simulation thereof, or
32 make any statements which might be construed as indicating an
33 official connection with any federal, state, county, or city law
34 enforcement agency, or any other governmental agency, while engaged
35 in collection agency business.

36 (5) Perform any act or acts, either directly or indirectly,
37 constituting the unauthorized practice of law.

38 (6) Advertise for sale or threaten to advertise for sale any
39 claim as a means of endeavoring to enforce payment thereof or

1 agreeing to do so for the purpose of soliciting claims, except where
2 the licensee has acquired claims as an assignee for the benefit of
3 creditors or where the licensee is acting under court order.

4 (7) Use any name while engaged in the making of a demand for any
5 claim other than the name set forth on his or her or its current
6 license issued hereunder.

7 (8) Give or send to any debtor or cause to be given or sent to
8 any debtor, any notice, letter, message, or form, other than through
9 proper legal action, process, or proceedings, which represents or
10 implies that a claim exists unless it shall indicate in clear and
11 legible type:

12 (a) The name of the licensee and the city, street, and number at
13 which he or she is licensed to do business;

14 (b) The name of the original creditor to whom the debtor owed the
15 claim if such name is known to the licensee or employee: PROVIDED,
16 That upon written request of the debtor, the licensee shall provide
17 this name to the debtor or cease efforts to collect on the debt until
18 this information is provided;

19 (c) If the notice, letter, message, or form is the first notice
20 to the debtor or if the licensee is attempting to collect a different
21 amount than indicated in his or her or its first notice to the
22 debtor, an itemization of the claim asserted must be made including:

23 (i) Amount owing on the original obligation at the time it was
24 received by the licensee for collection or by assignment;

25 (ii) Interest or service charge, collection costs, or late
26 payment charges, if any, added to the original obligation by the
27 original creditor, customer or assignor before it was received by the
28 licensee for collection, if such information is known by the licensee
29 or employee: PROVIDED, That upon written request of the debtor, the
30 licensee shall make a reasonable effort to obtain information on such
31 items and provide this information to the debtor;

32 (iii) Interest or service charge, if any, added by the licensee
33 or customer or assignor after the obligation was received by the
34 licensee for collection;

35 (iv) Collection costs, if any, that the licensee is attempting to
36 collect;

37 (v) Attorneys' fees, if any, that the licensee is attempting to
38 collect on his or her or its behalf or on the behalf of a customer or
39 assignor; and

1 (vi) Any other charge or fee that the licensee is attempting to
2 collect on his or her or its own behalf or on the behalf of a
3 customer or assignor;

4 (d) If the notice, letter, message, or form concerns a judgment
5 obtained against the debtor, no itemization of the amounts contained
6 in the judgment is required, except postjudgment interest, if
7 claimed, and the current account balance;

8 (e) If the notice, letter, message, or form is the first notice
9 to the debtor, an itemization of the claim asserted must be made
10 including the following information:

11 (i) The original account number or redacted original account
12 number assigned to the debt, if known to the licensee or employee:
13 PROVIDED, That upon written request of the debtor, the licensee must
14 make a reasonable effort to obtain this information or cease efforts
15 to collect on the debt until this information is provided; and

16 (ii) The date of the last payment to the creditor on the subject
17 debt by the debtor, if known to the licensee or employee: PROVIDED,
18 That upon written request of the debtor, the licensee must make a
19 reasonable effort to obtain this information or cease efforts to
20 collect on the debt until this information is provided.

21 (9) Communicate in writing with a debtor concerning a claim
22 through a proper legal action, process, or proceeding, where such
23 communication is the first written communication with the debtor,
24 without providing the information set forth in subsection (8)(c) of
25 this section in the written communication.

26 (10) Communicate or threaten to communicate, the existence of a
27 claim to a person other than one who might be reasonably expected to
28 be liable on the claim in any manner other than through proper legal
29 action, process, or proceedings except under the following
30 conditions:

31 (a) Except as provided in subsection (27)(c) of this section, a
32 licensee or employee of a licensee may inform a credit reporting
33 bureau of the existence of a claim. If the licensee or employee of a
34 licensee reports a claim to a credit reporting bureau, the licensee
35 shall, upon receipt of written notice from the debtor that any part
36 of the claim is disputed, notify the credit reporting bureau of the
37 dispute by written or electronic means and create a record of the
38 fact of the notification and when the notification was provided;

1 (b) A licensee or employee in collecting or attempting to collect
2 a claim may communicate the existence of a claim to a debtor's
3 employer if the claim has been reduced to a judgment;

4 (c) A licensee or employee in collecting or attempting to collect
5 a claim that has not been reduced to judgment, may communicate the
6 existence of a claim to a debtor's employer if:

7 (i) The licensee or employee has notified or attempted to notify
8 the debtor in writing at his or her last known address or place of
9 employment concerning the claim and the debtor after a reasonable
10 time has failed to pay the claim or has failed to agree to make
11 payments on the claim in a manner acceptable to the licensee, and

12 (ii) The debtor has not in writing to the licensee disputed any
13 part of the claim: PROVIDED, That the licensee or employee may only
14 communicate the existence of a claim which has not been reduced to
15 judgment to the debtor's employer once unless the debtor's employer
16 has agreed to additional communications.

17 (d) A licensee may for the purpose of locating the debtor or
18 locating assets of the debtor communicate the existence of a claim to
19 any person who might reasonably be expected to have knowledge of the
20 whereabouts of a debtor or the location of assets of the debtor if
21 the claim is reduced to judgment, or if not reduced to judgment,
22 when:

23 (i) The licensee or employee has notified or attempted to notify
24 the debtor in writing at his or her last known address or last known
25 place of employment concerning the claim and the debtor after a
26 reasonable time has failed to pay the claim or has failed to agree to
27 make payments on the claim in a manner acceptable to the licensee,
28 and

29 (ii) The debtor has not in writing disputed any part of the
30 claim.

31 (e) A licensee may communicate the existence of a claim to its
32 customers or clients if the claim is reduced to judgment, or if not
33 reduced to judgment, when:

34 (i) The licensee has notified or attempted to notify the debtor
35 in writing at his or her last known address or last known place of
36 employment concerning the claim and the debtor after a reasonable
37 time has failed to pay the claim or has failed to agree to make
38 payments on the claim in a manner acceptable to the licensee, and

39 (ii) The debtor has not in writing disputed any part of the
40 claim.

1 (11) Threaten the debtor with impairment of his or her credit
2 rating if a claim is not paid: PROVIDED, That advising a debtor that
3 the licensee has reported or intends to report a claim to a credit
4 reporting agency is not considered a threat if the licensee actually
5 has reported or intends to report the claim to a credit reporting
6 agency.

7 (12) Communicate with the debtor after notification in writing
8 from an attorney representing such debtor that all further
9 communications relative to a claim should be addressed to the
10 attorney: PROVIDED, That if a licensee requests in writing
11 information from an attorney regarding such claim and the attorney
12 does not respond within a reasonable time, the licensee may
13 communicate directly with the debtor until he or she or it again
14 receives notification in writing that an attorney is representing the
15 debtor.

16 (13) Communicate with a debtor or anyone else in such a manner as
17 to harass, intimidate, threaten, or embarrass a debtor, including but
18 not limited to communication at an unreasonable hour, with
19 unreasonable frequency, by threats of force or violence, by threats
20 of criminal prosecution, and by use of offensive language. A
21 communication shall be presumed to have been made for the purposes of
22 harassment if:

23 (a) It is made with a debtor or spouse in any form, manner, or
24 place, more than three times in a single week, unless the licensee is
25 responding to a communication from the debtor or spouse;

26 (b) It is made with a debtor at his or her place of employment
27 more than one time in a single week, unless the licensee is
28 responding to a communication from the debtor;

29 (c) It is made with the debtor or spouse at his or her place of
30 residence between the hours of 9:00 p.m. and 7:30 a.m. A call to a
31 telephone is presumed to be received in the local time zone to which
32 the area code of the number called is assigned for landline numbers,
33 unless the licensee reasonably believes the telephone is located in a
34 different time zone. If the area code is not assigned to landlines in
35 any specific geographic area, such as with toll-free telephone
36 numbers, a call to a telephone is presumed to be received in the
37 local time zone of the debtor's last known place of residence, unless
38 the licensee reasonably believes the telephone is located in a
39 different time zone.

1 (14) Communicate with the debtor through use of forms or
2 instruments that simulate the form or appearance of judicial process,
3 the form or appearance of government documents, or the simulation of
4 a form or appearance of a telegraphic or emergency message.

5 (15) Communicate with the debtor and represent or imply that the
6 existing obligation of the debtor may be or has been increased by the
7 addition of attorney fees, investigation fees, service fees, or any
8 other fees or charges when in fact such fees or charges may not
9 legally be added to the existing obligation of such debtor.

10 (16) Threaten to take any action against the debtor which the
11 licensee cannot legally take at the time the threat is made.

12 (17) Send any telegram or make any telephone calls to a debtor or
13 concerning a debt or for the purpose of demanding payment of a claim
14 or seeking information about a debtor, for which the charges are
15 payable by the addressee or by the person to whom the call is made:
16 PROVIDED, That:

17 (a) This subsection does not prohibit a licensee from attempting
18 to communicate by way of a cellular telephone or other wireless
19 device: PROVIDED, That a licensee cannot cause charges to be incurred
20 to the recipient of the attempted communication more than three times
21 in any calendar week when the licensee knows or reasonably should
22 know that the number belongs to a cellular telephone or other
23 wireless device, unless the licensee is responding to a communication
24 from the debtor or the person to whom the call is made.

25 (b) The licensee is not in violation of (a) of this subsection if
26 the licensee at least monthly updates its records with information
27 provided by a commercial provider of cellular telephone lists that
28 the licensee in good faith believes provides reasonably current and
29 comprehensive data identifying cellular telephone numbers, calls a
30 number not appearing in the most recent list provided by the
31 commercial provider, and does not otherwise know or reasonably should
32 know that the number belongs to a cellular telephone.

33 (c) This subsection may not be construed to increase the number
34 of communications permitted pursuant to subsection (13)(a) of this
35 section.

36 (18) Call, or send a text message or other electronic
37 communication to, a cellular telephone or other wireless device more
38 than twice in any day when the licensee knows or reasonably should
39 know that the number belongs to a cellular telephone or other
40 wireless device, unless the licensee is responding to a communication

1 from the debtor or the person to whom the call, text message, or
2 other electronic communication is made. The licensee is not in
3 violation of this subsection if the licensee at least monthly updates
4 its records with information provided by a commercial provider of
5 cellular telephone lists that the licensee in good faith believes
6 provides reasonably current and comprehensive data identifying
7 cellular telephone numbers, calls a number not appearing in the most
8 recent list provided by the commercial provider, and does not
9 otherwise know or reasonably should know that the number belongs to a
10 cellular telephone. Nothing in this subsection may be construed to
11 increase the number of communications permitted pursuant to
12 subsection (13)(a) of this section.

13 (19) Intentionally block its telephone number from displaying on
14 a debtor's telephone.

15 (20) In any manner convey the impression that the licensee is
16 vouched for, bonded to or by, or is an instrumentality of the state
17 of Washington or any agency or department thereof.

18 (21) Collect or attempt to collect in addition to the principal
19 amount of a claim any sum other than allowable interest, collection
20 costs or handling fees expressly authorized by statute, and, in the
21 case of suit, attorney's fees and taxable court costs. A licensee may
22 collect or attempt to collect collection costs and fees, including
23 contingent collection fees, as authorized by a written agreement or
24 contract, between the licensee's client and the debtor, in the
25 collection of a commercial claim. The amount charged to the debtor
26 for collection services shall not exceed thirty-five percent of the
27 commercial claim.

28 (22) Procure from a debtor or collect or attempt to collect on
29 any written note, contract, stipulation, promise or acknowledgment
30 under which a debtor may be required to pay any sum other than
31 principal, allowable interest, except as noted in subsection (21) of
32 this section, and, in the case of suit, attorney's fees and taxable
33 court costs.

34 (23) Bring an action or initiate an arbitration proceeding on a
35 claim when the licensee knows, or reasonably should know, that such
36 suit or arbitration is barred by the applicable statute of
37 limitations.

38 (24) Upon notification by a debtor that the debtor disputes all
39 debts arising from a series of dishonored checks, automated
40 clearinghouse transactions on a demand deposit account, or other

1 preprinted written instruments, initiate oral contact with a debtor
2 more than one time in an attempt to collect from the debtor debts
3 arising from the identified series of dishonored checks, automated
4 clearinghouse transactions on a demand deposit account, or other
5 preprinted written instruments when: (a) Within the previous one
6 hundred eighty days, in response to the licensee's attempt to collect
7 the initial debt assigned to the licensee and arising from the
8 identified series of dishonored checks, automated clearinghouse
9 transactions on a demand deposit account, or other preprinted written
10 instruments, the debtor in writing notified the licensee that the
11 debtor's checkbook or other series of preprinted written instruments
12 was stolen or fraudulently created; (b) the licensee has received
13 from the debtor a certified copy of a police report referencing the
14 theft or fraudulent creation of the checkbook, automated
15 clearinghouse transactions on a demand deposit account, or series of
16 preprinted written instruments; (c) in the written notification to
17 the licensee or in the police report, the debtor identified the
18 financial institution where the account was maintained, the account
19 number, the magnetic ink character recognition number, the full bank
20 routing and transit number, and the check numbers of the stolen
21 checks, automated clearinghouse transactions on a demand deposit
22 account, or other preprinted written instruments, which check numbers
23 included the number of the check that is the subject of the
24 licensee's collection efforts; (d) the debtor provides, or within the
25 previous one hundred eighty days provided, to the licensee a legible
26 copy of a government-issued photo identification, which contains the
27 debtor's signature and which was issued prior to the date of the
28 theft or fraud identified in the police report; and (e) the debtor
29 advised the licensee that the subject debt is disputed because the
30 identified check, automated clearinghouse transaction on a demand
31 deposit account, or other preprinted written instrument underlying
32 the debt is a stolen or fraudulently created check or instrument.

33 The licensee is not in violation of this subsection if the
34 licensee initiates oral contact with the debtor more than one time in
35 an attempt to collect debts arising from the identified series of
36 dishonored checks, automated clearinghouse transactions on a demand
37 deposit account, or other preprinted written instruments when: (i)
38 The licensee acted in good faith and relied on their established
39 practices and procedures for batching, recording, or packeting debtor
40 accounts, and the licensee inadvertently initiates oral contact with

1 the debtor in an attempt to collect debts in the identified series
2 subsequent to the initial debt assigned to the licensee; (ii) the
3 licensee is following up on collection of a debt assigned to the
4 licensee, and the debtor has previously requested more information
5 from the licensee regarding the subject debt; (iii) the debtor has
6 notified the licensee that the debtor disputes only some, but not all
7 the debts arising from the identified series of dishonored checks,
8 automated clearinghouse transactions on a demand deposit account, or
9 other preprinted written instruments, in which case the licensee
10 shall be allowed to initiate oral contact with the debtor one time
11 for each debt arising from the series of identified checks, automated
12 clearinghouse transactions on a demand deposit account, or written
13 instruments and initiate additional oral contact for those debts that
14 the debtor acknowledges do not arise from stolen or fraudulently
15 created checks or written instruments; (iv) the oral contact is in
16 the context of a judicial, administrative, arbitration, mediation, or
17 similar proceeding; or (v) the oral contact is made for the purpose
18 of investigating, confirming, or authenticating the information
19 received from the debtor, to provide additional information to the
20 debtor, or to request additional information from the debtor needed
21 by the licensee to accurately record the debtor's information in the
22 licensee's records.

23 (25) Bring an action or initiate an arbitration proceeding on a
24 claim for any amounts related to a transfer of sale of a vehicle
25 when:

26 (a) The licensee has been informed or reasonably should know that
27 the department of licensing transfer of sale form was filed in
28 accordance with RCW 46.12.650 (1) through (3);

29 (b) The licensee has been informed or reasonably should know that
30 the transfer of the vehicle either (i) was not made pursuant to a
31 legal transfer or (ii) was not voluntarily accepted by the person
32 designated as the purchaser/transferee; and

33 (c) Prior to the commencement of the action or arbitration, the
34 licensee has received from the putative transferee a copy of a police
35 report referencing that the transfer of sale of the vehicle either
36 (i) was not made pursuant to a legal transfer or (ii) was not
37 voluntarily accepted by the person designated as the purchaser/
38 transferee.

39 (26) Submit an affidavit or other request pursuant to chapter
40 6.32 RCW asking a superior or district court to transfer a bond

1 posted by a debtor subject to a money judgment to the licensee, when
2 the debtor has appeared as required.

3 (27) If the claim involves medical debt:

4 (a) Fail to include, with the first written notice to the debtor,
5 a statement that informs the debtor of the debtor's right to request
6 the original account number or redacted original account number
7 assigned to the debt, the date of the last payment, and an itemized
8 statement as provided in (b) of this subsection (27);

9 (b)(i) Fail to provide to the debtor, upon written or oral
10 request by the debtor for more information than is contained in a
11 general balance due letter, an itemized statement free of charge.
12 Unless and until the licensee provides the itemized statement, the
13 licensee must cease all collection efforts. The itemized statement
14 must include:

15 (A) The name and address of the medical creditor;

16 (B) The date, dates, or date range of service;

17 (C) The health care services provided to the patient as indicated
18 by the health care provider in a statement provided to the licensee;

19 (D) The amount of principal for any medical debt or debts
20 incurred;

21 (E) Any adjustment to the bill, such as negotiated insurance
22 rates or other discounts;

23 (F) The amount of any payments received, whether from the patient
24 or any other party;

25 (G) Any interest or fees; and

26 (H) Whether the patient was found eligible for charity care or
27 other reductions and, if so, the amount due after all charity care
28 and other reductions have been applied to the itemized statement;

29 (ii) In the event the debtor has entered into a voluntary payment
30 agreement, the debtor shall give notice if he or she wants the
31 payment plan discontinued. If no notice is given, the payment
32 arrangement may continue.

33 (iii) Properly executed postjudgment writs, including writs of
34 garnishment and execution, are not required to be ceased and second
35 or subsequent requests for information already provided do not
36 require the cessation of collection efforts;

37 (c) Report adverse information to consumer credit reporting
38 agencies or credit bureaus until at least one hundred eighty days
39 after the original obligation was received by the licensee for
40 collection or by assignment.

(28) If the claim involves hospital debt:

(a) Fail to include, with the first written notice to the debtor, a notice that the debtor may be eligible for charity care from the hospital, together with the contact information for the hospital;

(b) Collect or attempt to collect a claim related to hospital debt during the pendency of an application for charity care sponsorship or an appeal from a final determination of charity care sponsorship status. However, this prohibition is only applicable if the licensee has received notice of the pendency of the application or appeal.

Sec. 5. RCW 19.52.010 and 2011 c 336 s 542 are each amended to read as follows:

(1) Except as provided in subsection (2) of this section, every loan or forbearance of money, goods, or thing in action shall bear interest at the rate of twelve percent per annum where no different rate is agreed to in writing between the parties: PROVIDED, That with regard to any transaction heretofore or hereafter entered into subject to this section, if an agreement in writing between the parties evidencing such transaction provides for the payment of money at the end of an agreed period of time or in installments over an agreed period of time, then such agreement shall constitute a writing for purposes of this section and satisfy the requirements thereof. The discounting of commercial paper, where the borrower makes himself or herself liable as maker, guarantor, or indorser, shall be considered as a loan for the purposes of this chapter.

(2)(a) Prejudgment interest charged or collected on medical debt, as defined in RCW 19.16.100, must not exceed nine percent.

(b) For any medical debt for which prejudgment interest has accrued or may be accruing as of the effective date of this section, no prejudgment interest in excess of nine percent shall accrue thereafter.

(3) A lease shall not be considered a loan or forbearance for the purposes of this chapter if:

(a) It constitutes a "consumer lease" as defined in RCW 63.10.020;

(b) It constitutes a lease-purchase agreement under chapter 63.19 RCW; or

(c) It would constitute such "consumer lease" but for the fact that:

(i) The lessee was not a natural person;

(ii) The lease was not primarily for personal, family, or household purposes; or

(iii) The total contractual obligation exceeded twenty-five thousand dollars.

Sec. 6. RCW 19.52.020 and 1989 c 14 s 3 are each amended to read as follows:

(1) Except as provided in subsection (4) of this section, any rate of interest shall be legal so long as the rate of interest does not exceed the higher of: (a) Twelve percent per annum; or (b) four percentage points above the equivalent coupon issue yield (as published by the Board of Governors of the Federal Reserve System) of the average bill rate for twenty-six week treasury bills as determined at the first bill market auction conducted during the calendar month immediately preceding the later of (i) the establishment of the interest rate by written agreement of the parties to the contract, or (ii) any adjustment in the interest rate in the case of a written agreement permitting an adjustment in the interest rate. No person shall directly or indirectly take or receive in money, goods, or things in action, or in any other way, any greater interest for the loan or forbearance of any money, goods, or things in action.

(2)(a) In any loan of money in which the funds advanced do not exceed the sum of five hundred dollars, a setup charge may be charged and collected by the lender, and such setup charge shall not be considered interest hereunder.

(b) The setup charge shall not exceed four percent of the amount of funds advanced, or fifteen dollars, whichever is the lesser, except that on loans of under one hundred dollars a minimum not exceeding four dollars may be so charged.

(3) Any loan made pursuant to a commitment to lend at an interest rate permitted at the time the commitment is made shall not be usurious. Credit extended pursuant to an open-end credit agreement upon which interest is computed on the basis of a balance or balances outstanding during a billing cycle shall not be usurious if on any one day during the billing cycle the rate at which interest is charged for the billing cycle is not usurious.

(4)(a) Prejudgment interest charged or collected on medical debt, as defined in RCW 19.16.100, must not exceed nine percent.

1 (b) For any medical debt for which prejudgment interest has
2 accrued or may be accruing as of the effective date of this section,
3 no prejudgment interest in excess of nine percent shall accrue
4 thereafter.

5 NEW SECTION. **Sec. 7.** A new section is added to chapter 70.54
6 RCW to read as follows:

7 (1) No health care provider or health care facility may sell or
8 assign medical debt to any person licensed under chapter 19.16 RCW
9 until at least one hundred twenty days after the initial billing
10 statement for that medical debt has been transmitted to the patient
11 or other responsible party.

12 (2) For the purposes of this section:

13 (a) "Health care facility" has the same meaning as provided in
14 RCW 70.02.010.

15 (b) "Health care provider" has the same meaning as provided in
16 RCW 70.02.010.

17 (c) "Medical debt" has the same meaning as provided in RCW
18 19.16.100.

Passed by the House March 1, 2019.

Passed by the Senate April 15, 2019.

Approved by the Governor April 30, 2019.

Filed in Office of Secretary of State May 1, 2019.

--- END ---

P.O. Box 1259, Dept. #120857
Oaks, PA 19456



Return Mail Only - Do not send mail to this address



Radius
Global
Solutions LLC

7831 Glenroy Rd., Suite 250-A
Minneapolis, MN 55439
(855) 974-6118

MONDAY-THURSDAY 8AM-8PM, AND FRIDAY 8AM-5PM
SATURDAY 8AM-12PM
CENTRAL TIME



ANGELA BERNICE CAMPBELL

January 01, 2020

Radius Global Solutions #: 002- [REDACTED]

Account(s) in our office:

Creditor:	ST JOSEPH MEDICAL CENTER PARENT LOCATION	
Debt Description:	Account #:	Balance Due:
SERVICES FOR ANGELA B CAMPBELL 09/18/17	115000412	\$77.59
SERVICES FOR ANGELA B CAMPBELL 11/14/17	115220484	\$77.59
Total Balance Due:		\$155.18

Dear ANGELA BERNICE CAMPBELL

TAX SEASON OFFER!

Radius Global Solutions understands how difficult the last year was for some consumers, but now is an opportunity to resolve your outstanding account balance for less than the full balance. You can make a single payment outlined in the offer below:

OFFER: YOU PAY \$108.63

Your payment must be received in office within 30 days from the date of this letter. Should you fail to complete the arrangement proposed under this option any payments made will be applied to the balance due shown above.

Take advantage of this opportunity by contacting our office and one of our representatives will be happy to accept payment or remit payment with the coupon below. We are not obligated to renew this offer.

You may also contact our office to ask about alternative payment arrangements if you are unable to take advantage of this offer.

Pay Online: www.makethispayment.com using the account information referenced above and pin number 862336.

Pay by Phone: (855) 974-6118

Pay by Mail: Send payments to: Radius Global Solutions P.O. Box 390915 Minneapolis, MN 55439-0915

Sincerely,
Radius Global Solutions

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained shall be used for that purpose. Calls to or from this company may be monitored or recorded.

Pay Online: www.makethispayment.com or detach here and return with payment.

120943-8PC117070-1078

Date: January 01, 2020
Radius Global Solutions #: 002- [REDACTED]
Balance Due: \$155.18
Offer: \$108.63
Amount Enclosed: \$ [REDACTED]

Radius Global Solutions
7831 Glenroy Rd., Suite 250-A
Minneapolis, MN 55439
(855) 974-6118

OFFICE HOURS (CT): MONDAY-THURSDAY 8AM-8PM, FRIDAY 8AM-5PM, AND SATURDAY 8AM-12PM

☐ Check here if your address or phone numbers have changed
Please update changes on reverse side.

Make Payment To:

ANGELA BERNICE CAMPBELL

Radius Global Solutions
P.O. Box 390915
Minneapolis, MN 55439-0915





Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON
Administration Division
PO Box 40100 Olympia, WA 98504-0100 (206) 464-7745

Good news - you no longer owe a debt!

Dear Patient:

The Attorney General's Office protects all Washingtonians from unfair and deceptive business practices. My team and I work hard to hold businesses accountable and obtain justice for Washingtonians when businesses don't play by the rules.

My office filed a lawsuit against St. Joseph Medical Center alleging that it failed to make financial assistance accessible to low-income patients from 2012 to 2017. My office and St. Joseph Medical Center's parent company, CHI Franciscan, recently entered into an agreement to settle this lawsuit. A copy of the settlement is available here: https://agportal-s3bucket.s3.amazonaws.com/uploadedfiles/Another/News/Press_Releases/2019_04_29ConsentDecree%20sign.pdf.

As part of the settlement, CHI Franciscan can no longer collect on certain accounts owed to it by thousands of charity care eligible patients treated at its Washington hospitals. You are a member of this group.

As a result, you no longer owe \$1,041.35 on 113730537 to St. Joseph Medical Center.

If you have questions about this letter or CHI Franciscan's charity care program please contact 1 (877) 884-5905.

Sincerely,

BOB FERGUSON
Attorney General

RWF/jlg

- Electronic Exparte (3630417) -



17-2-10901-6 53202929 DC 04-29-19

FILED
IN OPEN COURT
EX PARTE DEPARTMENT

APR 29 2019

By [Signature], Clerk
Deputy

**STATE OF WASHINGTON
PIERCE COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

NO. 17-2-10901-6

Plaintiff,

CONSENT DECREE

v.

FRANCISCAN HEALTH SYSTEM
d/b/a CHI-FRANCISCAN HEALTH
d/b/a ST. JOSEPH MEDICAL CENTER

Defendant.

I. JUDGMENT SUMMARY

1.1	Judgment Creditor:	State of Washington
1.2	Judgment Debtor:	Franciscan Health System
1.3	Principal Judgment Amount:	\$2,460,000
		Restitution pursuant to paragraph IV
1.4	Post Judgment Interest Rate:	12% per annum
1.5	Attorney for Judgment Creditor:	Audrey Udashen Assistant Attorney General
1.6	Attorney for Judgment Debtor:	Asher Funk Polsinelli PC
		Brad Fisher Davis Wright Tremaine LLP

CONSENT DECREE - 1

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7745

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4/29/2019 514

0039

514

4/29/2019

1.7 Plaintiff, State of Washington (State), having conducted an investigation and commenced this action pursuant to the Consumer Protection Act, RCW 19.86;

1.8 Defendant, Franciscan Health System (FHS), was served with a Summons and Complaint in this matter;

1.9 The State appears by and through its attorneys, Robert Ferguson, Attorney General, and Audrey Udashen, Assistant Attorney General;

1.10 Defendant appears by and through its attorneys, Asher Funk of Polsinelli PC and Brad Fisher of Davis Wright Tremaine LLP;

1.11 The State and Defendant agree on a basis for the settlement of the matters alleged in the Complaint and to the entry of this Consent Decree against Defendant without the need for trial or adjudication of any issue of law or fact;

1.12 Defendant recognizes and states that this Consent Decree is entered into voluntarily and that no promises or threats have been made by the Attorney General's Office or any member, officer, agent, or representative thereof to induce Defendant to enter into this Consent Decree, except as provided herein;

1.13 Defendant waives any right it may have to appeal from this Consent Decree;

1.14 Defendant further agrees that this Court retains jurisdiction of this action and jurisdiction over this Defendant for the purpose of implementing and enforcing the terms and conditions of this Consent Decree and for all other purposes related to this matter;

The Court finds no just reason for delay.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II. GENERAL

2.1 This Court has jurisdiction over the subject matter of this action and over the parties based on the State's claims under the Consumer Protection Act, RCW 19.86.

2.2 For purposes of this Consent Decree, the term "Defendant" where not otherwise specified shall mean FHS including the following acute care hospitals: St. Elizabeth Hospital, St. Francis Hospital, Highline Medical Center, Harrison Medical Center, St. Anthony Hospital, St. Clare Hospital, and St. Joseph Medical Center. Certain elements of this Consent Decree apply to one of Defendant's acute care hospitals, St. Joseph Medical Center ("St. Joseph") only. Those elements are specifically identified below.

2.3 Neither this Consent Decree nor the fact of its entry constitutes evidence or an admission by any party regarding the existence or non-existence of any issue, fact, or violation of any law alleged by the State.

2.4 This Consent Decree resolves with prejudice all claims raised and which could have been raised by the State against Defendant, its current and former parents, subsidiaries, affiliates, contractors, vendors, agents (including Conifer Health Solutions, LLC) and successors-in-interest, and the officers, directors, attorneys and employees thereof, pertaining to the acts or omissions described in the Complaint filed in this matter. Upon entry of this Consent Decree, all claims in this matter, not otherwise addressed by the Consent Decree, are dismissed with prejudice.

III. INJUNCTIONS

3.1 Application of Injunctions. The injunctive provisions of this Consent Decree shall apply to Defendant and Defendant's successors, assigns, officers, agents, directors, managers, servants, employees, contractors, vendors, facilities, affiliates, clinics, providers, subsidiaries, subparts, representatives, and all other persons or entities in active concert or participation with Defendant.

3.2 Notice. Within thirty (30) days from the date of entry of this Consent Decree, Defendant shall inform its successors, assigns, officers, agents, directors, managers, servants, employees, contractors, vendors, facilities, affiliates, clinics, providers, subsidiaries, subparts, representatives, and all other persons or entities in active concert or participation with Defendant,

1 who are involved in any way with the development, implementation, or maintenance of
2 Defendant's financial assistance program or its financial collections, of the terms and conditions
3 of this Consent Decree and shall direct those persons and entities to comply with this Consent
4 Decree.

5 3.3 Permanent Injunctions. Defendant's successors, assigns, officers, agents,
6 directors, managers, servants, employees, contractors, vendors, facilities, affiliates, clinics,
7 providers, subsidiaries, subparts, representatives, and all other persons or entities in active
8 concert or participation with Defendant shall engage in or refrain from engaging in the following
9 acts and practices:

10 3.3.1 Defendant shall maintain charity care policies and practices that are
11 consistent with the requirements of the Washington Charity Care Act and its implementing
12 regulations, codified at RCW 70.170 and WAC Chapter 246-453, as amended or modified from
13 time to time. For purposes of this Consent Decree, the terms "charity care" and "financial
14 assistance" shall be used interchangeably.

15 3.3.2 Defendant shall neither make a statement nor take any action that is likely
16 to give a reasonable patient or financially responsible party ("responsible party") the impression
17 that a patient will not receive medically necessary hospital care unless the patient or responsible
18 party makes a payment of the patient liability portion of the charges, including but not limited to
19 continuing to ask for immediate payment of any amount after the patient has stated a preference
20 to be billed later or an inability to pay.

21 3.3.3 Defendant shall not represent to any patient or responsible party, directly
22 or indirectly, that they must pay any amount of money in order to apply for financial assistance.

23 3.3.4 Defendant shall neither make a statement nor take any action that is likely
24 to dissuade a patient or responsible party from receiving information about Defendant's financial
25 assistance program, or from applying for financial assistance.
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1 3.4 Five Year Injunctions. For five years from the date of entry of this Consent
2 Decree, Defendant's successors, assigns, officers, agents, directors, managers, servants,
3 employees, contractors, vendors, facilities, affiliates, clinics, providers, subsidiaries, subparts,
4 representatives, and all other persons or entities in active concert or participation with Defendant
5 shall engage in or refrain from engaging in the following acts and practices:

6 3.4.2 Defendant shall develop and implement policies and procedures to ensure
7 that it reasonably complies with the following requirements.

8 3.4.2.1 When conducting any pre-treatment process in which patients'
9 liability portions are identified or payment is requested from patients or responsible parties,
10 including registration or financial clearance processes conducted after a medical screening
11 examination, or when contacting patients for payment information after the patient receives
12 unscheduled, urgent, or emergency care, Defendant shall do the following before asking patients
13 to pay charges for medically necessary hospital care not covered by third-parties (including but
14 not limited to copayments, coinsurance, and deductibles): (1) inform the patient or responsible
15 party orally that financial assistance is available to those who qualify; (2) provide the patient or
16 responsible party with Defendant's plain language summary ("PLS") of its financial assistance
17 program, or if the contact occurs over the telephone, direct the patient or responsible party to the
18 location (URL) on Defendant's website where the PLS can be found; and, (3) ask the patient or
19 responsible party if they would like to explore their potential eligibility for financial assistance.

20 3.4.2.2 If a patient or responsible party indicates an interest in financial
21 assistance, or at any time expresses an inability to pay all or part of their liability, if the patient
22 is at the site of care, Defendant shall provide the patient with a financial assistance packet in
23 hard copy and refer the patient to personnel who can assist the patient in filling out the
24 application or applying for third-party coverage. If the patient is not at the site of care, Defendant
25 shall refer the patient or responsible party to the financial assistance information and application
26 on its website, provide the website URL, and provide phone numbers of staff who can assist the

1 patient. Defendant shall also offer to mail or e-mail a copy of the financial assistance packet to
2 the patient or responsible party before the patient's scheduled procedure.

3 3.4.2.2.1 An expression of an inability to pay from a patient or
4 a responsible party shall include, but not be limited to: (1) a representation that they are unable
5 to pay or may experience difficulty paying for some or all of the patient responsibility portion
6 of the cost of the care; (2) informing Defendant of apparent grounds for presumptive eligibility,
7 such as receipt of means-tested public benefits or homelessness, or Defendant's independent
8 observation of apparent grounds for presumptive eligibility; or (3) any other conduct or activity
9 which is set forth in FHS's published financial assistance policy, as approved by the Washington
10 State Department of Health.

11 3.4.2.2.2 The financial assistance packet shall consist of
12 Defendant's PLS, an application for financial assistance, the URL for Defendant's website with
13 information on its financial assistance program, the URL for the U.S. Dept. of Health & Human
14 Services' current Federal Poverty Guidelines, and contact information for Defendant's financial
15 counselors.

16 3.4.2.3 If a patient or responsible party expresses an interest in financial
17 assistance or an inability to pay at any time during an interaction, Defendant shall thereafter
18 refrain from requesting payment for medically necessary hospital care in any amount during that
19 interaction with the patient and shall follow the procedure set forth in Section 3.4.2.2.

20 3.4.2.4 Defendant may provide the patient or responsible party with
21 information about the amount of the patient's financial responsibility, even if the patient has
22 expressed an interest in financial assistance or an inability to pay, as long as Defendant clearly
23 identifies the information as being solely for the purpose of providing the patient with
24 information, and not for the purposes of seeking or demanding payment. If a patient has not
25 expressed an interest in financial assistance or an inability to pay, Defendant may provide such
26 information and request payment of the patient's financial responsibility during that interaction.

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1 3.4.2.5 Defendant's patient financial counselors shall make reasonable
2 efforts to contact a patient who requests information about financial assistance or expresses an
3 inability to pay no later than five (5) business days after the patient's date of service. Such
4 contact will be in-person if the patient remains in the hospital, or by phone before admission (for
5 pre-scheduled patients), or after discharge for patients who the financial counselor is unable to
6 meet with while they are present at the hospital. If Defendant is unable to reach the patient in-
7 person or by phone, Defendant will contact the patient by mail at the address it has on file, and
8 request that the patient call Defendants' patient financial counselors to discuss possible financial
9 assistance.

10 3.4.2.6 Defendant's patient financial counselors shall ask patients if
11 they need translation or interpretation services to assist them in applying for third-party coverage
12 or financial assistance. Defendant shall provide translation or interpretation services for patients
13 who require such services in accordance with applicable law.

14 3.4.2.7 For patients who have expressed an interest in financial
15 assistance or an inability to pay, Defendant's patient financial counselors will make reasonable
16 efforts to collect information about a patient's family size and household income to assist
17 Defendant in determining the patient's potential eligibility for third-party sponsorship and
18 financial assistance. Defendant's patient financial counselors will also provide an overview of
19 Defendant's financial assistance program, as appropriate.

20 3.4.2.8 A patient may request information about financial assistance
21 from Defendant, or express an inability to pay all or part of their liability after receiving care.
22 Within seven (7) days after receiving such request, Defendant shall mail the patient a financial
23 assistance packet to the address it has on file, and shall thereafter make an attempt to contact the
24 patient by phone at the phone number it has on file.

25 3.4.2.9 No billing or collection activity shall be directed towards a
26 patient or responsible party who has requested information about financial assistance or

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1 expressed an inability to pay for fourteen (14) days after Defendant receives such information or
2 expression. If the patient's medical condition or other factors indicate that the patient will require
3 more time to secure and present documentation to Defendant for Defendant to make a final
4 determination of eligibility for financial assistance, Defendant will extend this time period as
5 reasonably necessary.

6 3.4.2.10 If a patient or responsible party submits a complete charity care
7 application, Defendant shall refrain from engaging in billing or collection activity directed
8 towards the patient or the responsible party until the time the patient's charity care application
9 is processed.

10 3.4.2.11 If a patient or responsible party submits an incomplete financial
11 assistance application, Defendant shall contact the patient by mail and describe the missing
12 documentation needed to complete the application. Defendant shall refrain from engaging in
13 billing or collection activity directed towards the patient or the responsible party for fourteen
14 (14) days after the letter is mailed. During this time, if Defendant has not received the missing
15 documentation, Defendant's personnel shall call the patient or responsible party at the phone
16 number Defendant has on file. If Defendant receives documents from the patient or responsible
17 party that complete their charity care application, Defendant shall follow the procedure set forth
18 in Section 3.4.2.10.

19 3.4.2.12 Defendant may bill and collect from any third-party coverage
20 that may be available for the patient at any time after the care is provided.

21 3.4.2.13 Defendant shall continue to extend charity care to patients with
22 income less than or equal to 300% of the Federal Poverty Guidelines.

23 3.4.3 Defendant shall request that Wellfound Behavioral Health, an inpatient
24 behavioral health hospital, jointly owned and operated by Defendant and MultiCare Health
25 System maintain charity care eligibility criteria no less generous than those in effect at
26 Wellfound at the time of the entry of this Consent Decree.

3.4.4 If changes are made to RCW 70.170, WAC 246-453 or any other Washington State statute or regulation relating to hospitals' charity care programs such that compliance with any provision of paragraphs 3.4.2.1 through 3.4.2.13 is no longer consistent with Washington state law, Plaintiff and Defendant shall meet and confer regarding the amendment or dissolution of these terms. If Plaintiff and Defendant cannot agree to the modification or dissolution of these terms, either party may petition this Court, with notice and opportunity to be heard by the opposing party, for modification of these injunctive terms.

3.4.5 Defendants shall ensure that biannual trainings take place for all staff members whose job responsibilities include conducting pre-registration, financial clearance, point-of-service registration, collection of payment, or financial counseling services, whether employed by Defendant, its vendors or agents, on the requirements of this Consent Decree and Washington State charity care requirements.

3.4 Reporting. For twenty four (24) months from the entry of this Consent Decree, St. Joseph shall provide annual reports to the State, which include the following information:

3.4.1 Identification of the amount of charity care St. Joseph provided during the prior twelve (12) months and the number of recipients of charity care during that time period.

3.4.2 Identification of the date, time, and place of any training provided to staff members, whether they are employed by St. Joseph or its agents, related to charity care or upfront collection and copies of any materials utilized at these trainings.

3.4.3 Copies or photographs of all notices relating to charity care posted in any location at St. Joseph, along with an identification of the location of the sign.

3.4.4 Copies of all materials distributed to patients relating to charity care.

IV. RESTITUTION

4.1 Pursuant to RCW 19.86.080, Defendant will take the following steps to make restitution to its patients.

4.2 Within one hundred twenty (120) days of the entry of this Consent Decree,

Defendant shall: (a) discharge any outstanding account balances for Uninsured Patients who received care at one of Defendant's acute care hospitals between January 1, 2012 and July 1, 2017, and who meet the Trans Union LLC community or credit-based criteria indicating that the patient had an estimated income of less than 200% of the Federal Poverty Guidelines ("FPG"), and; (b) issue the Payment Refunds (as defined below) to Uninsured Patients.¹

For the purposes of this Consent Decree "Uninsured Patients" shall mean those patients who received care at Defendant's acute care hospitals, and lacked any source of third-party sponsorship, including but not limited to commercial or governmental insurance, coverage under any state program including Worker's Compensation, PIP, or Crime Victim's benefits, or received a settlement or judgment from a tortfeasor that includes damages based on the patient's medical expenses, including medical expenses incurred in receiving medically necessary hospital care.

For the purposes of this Consent Decree "Payment Refunds" shall mean: (i) the full refund of any prior payments for care at one of Defendant's acute care hospitals between January 1, 2012 and July 1, 2017, made by an Uninsured Patient who meets the Trans Union LLC community or credit-based criteria indicating that the patient had an estimated income of less than 100% of the FPG, and; (ii) a 40% refund of any prior payments made between January 1, 2012 and July 1, 2017, for care at St. Joseph Medical Center, Harrison Medical Center and Highline Medical Center, or a 25% refund of any prior payments made between January 1, 2012 and July 1, 2017 for care at St. Elizabeth Hospital, St. Francis Hospital, St. Anthony Hospital, and St. Clare Hospital, by an Uninsured Patient who meets the Trans Union LLC community or credit-based criteria indicating that the patient had an estimated income of between 101% and 200% of the FPG. The partial refund amounts set forth above (e.g. 40% and 25%) shall be applied at the individual account level.

¹ Franciscan Health System acquired Highline Medical Center on April 1, 2013 and Harrison Medical Center on August 1, 2013 (collectively the "Affiliation Dates"). Accordingly, any discharge or refunds to patients who sought care at those facilities will be limited to the timeframe of the Affiliation Dates through July 1, 2017.

1 4.2.1 The receipt of a discharge or refund pursuant to this paragraph shall not
2 limit a patient's right to apply for charity care for any accounts not refunded or discharged
3 pursuant to this Consent Decree.

4 4.2.2 Within thirty (30) days of discharging an eligible account, Defendant shall
5 transmit the correspondence attached as Exhibit A to the patient receiving the discharge at the
6 address Defendant has on file for the patient, by US mail, first class. The envelope containing
7 the correspondence shall indicate that it a notice from the Office of the Attorney General. The
8 Office of the Attorney General shall reimburse Defendant for the expenses incurred in creating
9 and printing such envelopes. This correspondence shall identify the amount discharged and the
10 account number(s) associated with the discharged accounts.

11 4.2.3 Defendant shall transmit refunds to patients by check, payable to each
12 patient at the address Defendant has on file for the patient. The refund check shall be
13 accompanied by the correspondence attached as Exhibit B. The envelope containing the
14 correspondence shall indicate that it a notice from the Office of the Attorney General. The Office
15 of the Attorney General shall reimburse Defendant for the expenses incurred in creating and
16 printing such envelopes.

17 4.2.3.1 Defendant shall not be responsible for locating patients who no
18 longer reside at the last known address that Defendant has on file.

19 4.2.3.2 If any check issued pursuant to 4.2.3 is returned to sender, or is
20 not cashed before it becomes invalid or expired, an amount equal to the check will be sent to the
21 Washington State Department of Revenue ("Department of Revenue") according to its usual
22 protocol for the disposition of unclaimed property.

23 4.2.3.3 If an intended recipient of an unclaimed, expired check contacts
24 Defendant and requests that a check be sent to an address other than the one on file with the
25 Defendant at any time prior to Defendant sending the check to the Department of Revenue,
26 Defendant shall resend the check to the address provided by the patient.

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1 4.3 Within ninety (90) days of the entry of this Consent Decree, Defendant shall
2 transmit the correspondence attached as Exhibit C to all Uninsured Patients who received care
3 at any of its facilities between 2012 and 2017. The envelope containing the correspondence shall
4 indicate that it a notice from the Office of the Attorney General. The Office of the Attorney
5 General shall reimburse Defendant for the expenses incurred in creating and printing such
6 envelopes.

7 4.4 Within ninety (90) days of the entry of this Consent Decree, St. Joseph shall
8 transmit the notice attached as Exhibit C to all patients it treated between 2012 to 2017 who
9 were: (1) treated in or admitted through its emergency department; (2) who had a Medicare Fee-
10 For-Service plan but did not have a Medicare supplement plan; and (3) all Medicaid-insured
11 patients treated in St. Joseph's behavior health unit. The envelope containing the correspondence
12 shall indicate that it a notice from the Office of the Attorney General. The Office of the Attorney
13 General shall reimburse Defendant for the expenses incurred in creating and printing such
14 envelopes.

15 4.5 St. Joseph will post notice of the settlement in public areas of its facilities,
16 including (1) areas where patients are admitted or registered; (2) the emergency department; and
17 (3) financial service or billing areas accessible to patients. Such notice shall be subject to the
18 State's approval.

19 4.6 St. Joseph will post additional, easy-to-view information on its website and on its
20 social media accounts concerning the availability of financial assistance and how it can be
21 obtained. Such notices shall be subject to the State's approval.

22 4.7 St. Joseph shall notify patients of this Consent Decree and of their right to apply
23 for charity care through Tacoma-area media outlets, including newspapers, magazines, and radio
24 stations. These outlets shall include Spanish-language publications and outlets. Such notice
25 shall: (1) inform patients of the settlement between St. Joseph and the State; (2) explain that all
26 patients have the right to apply for charity care for the patient responsibility portion of paid and

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1 unpaid accounts at St. Joseph; (3) provide contact information for St. Joseph's Financial
2 Counselors; and, (4) direct patients to a website that includes the PLS of St. Joseph's charity care
3 program and a copy of St. Joseph's charity care application.

4 4.7.1 Defendant shall provide at least ten (10) notices of the settlement through
5 media outlets within ninety (90) days of the entry of the Consent Decree.

6 4.7.2 Defendant shall provide the State with a list of media outlets it will use to
7 provide notice of the settlement within thirty (30) days of the entry of the Consent Decree. This
8 list shall be subject to the State's approval.

9 4.7.3 Defendant shall provide copies of the content of the notices it will provide
10 through media outlets, whether in written or oral form, to the State. The content of these notices
11 shall be subject to the State's approval.

12 4.8 St. Joseph will conduct education and outreach through community and social
13 services organizations that have contact with or serve patients within St. Joseph's primary
14 service area that may qualify for financial assistance. St. Joseph will hold live meetings, whose
15 primary purpose will be to inform community members about the availability of financial
16 assistance at St. Joseph for current and prior services, as well as the support that is available
17 during the application process, including interpreters. St. Joseph is permitted to use video or
18 pre-recorded media during the education and outreach sessions, so long as a St. Joseph
19 representative is present at the sessions to greet attendees and answer questions. St. Joseph will
20 hold such meetings at the following organizations: Project Access of Pierce County, Lutheran
21 Community Services, Aging and Disability Resources, South Sound Outreach, the Tacoma
22 Urban League, and one organization that primarily serves Spanish-speaking individuals.

23 4.8.1 St. Joseph will conduct at least one live meeting at each organization
24 identified above within six (6) months of the entry of the Consent Decree.

25 4.8.2 St. Joseph will work with the organizations identified above to publicize
26 the live meetings within the community served by each organization.

1 4.8.3 St. Joseph will distribute written materials regarding its charity care
2 program at each of these meetings.

3 4.8.4 St. Joseph will inform the State of the date, time, and location of these
4 meetings at least one (1) month in advance of their occurrence.

5 4.9 Defendant shall extend charity care to Uninsured Patients for the patient
6 responsibility portion of paid and unpaid accounts who received care at any of Defendant's acute
7 care hospitals between 2012 and 2017. Those patients may either: (i) complete the attestation
8 form included with Exhibit C, or (ii) submit a charity care application demonstrating that their
9 household income was at or below 200% of the Federal Poverty Guidelines at the time of their
10 treatment or the time of the submission of their charity care application, provided that the
11 submission is within two (2) years of the date of service. Defendant shall refund any payments
12 or discharge any amounts owing on the accounts of patients approved for charity care.

13 4.9.1 Within thirty (30) days of discharging an eligible account, Defendant shall
14 transmit the correspondence attached as Exhibit A to the address the Defendant has on file for
15 the patient. This correspondence shall identify the amount discharged and the account number(s)
16 associated with the discharged accounts.

17 4.9.2 Defendant shall transmit refunds to patients by check, payable to each
18 patient at the address Defendant has on file for the patient. The refund check shall be
19 accompanied by the correspondence attached as Exhibit B.

20 4.9.2.1 Defendant shall not be responsible for locating patients who no
21 longer reside at the last known address that Defendant has on file.

22 4.9.2.2 If any check issued pursuant to 4.9 is returned to sender, or is
23 not cashed before it becomes invalid or expired, an amount equal to the check will be sent to the
24 Department of Revenue according to its usual protocol for the disposition of unclaimed property.

25 4.9.2.3 If an intended recipient of an unclaimed, expired check contacts
26 Defendant and requests that a check be sent to an address other than the one on file with the

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1 Defendant at any time prior to Defendant sending the check to the Department of Revenue,
2 Defendant shall resend the check to the address provided by the patient.

3 4.9.3 If Defendant reported any accounts discharged or refunded pursuant to this
4 Section 4.9 as delinquent, charged off, or as bad debt to any credit reporting agencies ("CRAs"),
5 Defendant shall report the account as paid in full to the CRAs and request the deletion of any
6 associated trade lines reflecting the account as delinquent, defaulted, charged off, or bad debt

7 4.9.4 Consistent with the Washington Charity Care Act and its implementing
8 regulations, codified at RCW 70.170 and WAC Chapter 246-453, as amended or modified,
9 Defendant shall allow any patients who received care at one of its acute care hospitals between
10 2012 and 2017 to apply for financial assistance through Defendant's ordinary process, by
11 submitting a financial assistance application.

12 4.10 Within six (6) months of the entry of this Consent Decree, Defendants shall
13 provide a report to the State which identifies (i) the number of patients it issued refunds to
14 pursuant to this Consent Decree; (ii) the amount of these refunds; (iii) the number of patients
15 whose accounts were discharged pursuant to this Consent Decree; and, (iv) the amount of these
16 discharges.

17 4.11 Defendant may, at its option and expense, retain a qualified third party contractor
18 to assist with the obligations set forth in 4.2, 4.3 and 4.4 of this Consent Decree.

19 V. MONETARY PAYMENT

20 5.1 Pursuant to RCW 19.86.080, Defendant shall pay the State the amount of
21 \$2,460,000. The Attorney General shall use the funds for recovery of its costs and attorneys'
22 fees in investigating this matter, future monitoring and enforcement of this Consent Decree,
23 future enforcement of RCW 19.86, or for any lawful purpose in the discharge of the Attorney
24 General's duties at the sole discretion of the Attorney General.

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1 The State of Washington shall not disclose any Business Records unless such disclosure is
2 required by law. In the event that a representative of the Office of the Attorney General receives
3 a request under the Public Records Act, subpoena, or other demand for production that seeks the
4 disclosure of Business Records, the Office of the Attorney General shall notify Defendant as
5 soon as practicable and in no event more than thirty (30) calendar days after receiving such
6 request and shall allow Defendant a reasonable time, not less than ten (10) calendar days, from
7 the receipt of such notice to seek a protective order relating to the Business Records or to
8 otherwise resolve any disputes relating to the production of the Business Records before
9 Washington discloses any Business Records. Nothing in this Consent Decree shall affect State
10 of Washington's compliance with the Public Records Act, RCW 42.56.

11 6.5 To monitor compliance with this Consent Decree, the State shall be permitted to
12 serve interrogatories pursuant to the provisions of CR 26 and CR 33 and to question Defendant
13 or any officer, director, agent, or employee of Defendant by deposition pursuant to the provisions
14 of CR 26 and CR 30 provided that the State attempts in good faith to schedule the deposition at
15 a time convenient for the deponent and his or her legal counsel.

16 6.6 This Consent Decree in no way limits the Office of the Attorney General, or any
17 other state agency, from conducting any lawful non-public investigation to monitor Defendant's
18 compliance with this Consent Decree or to investigate other alleged violations of the CPA which
19 may include but is not limited to interviewing customers or former employees of Defendant.

20 6.7 Nothing in this Consent Decree shall be construed as to limit or bar any other
21 governmental entity or consumer from pursuing other available remedies against Defendant
22 beyond any limits or bars otherwise applicable by operation of law.

23 6.8 Under no circumstances shall this Consent Decree or the name of the State of
24 Washington, the Office of the Attorney General, Consumer Protection Division, or any of their
25 employees or representatives be used by Defendant in connection with any selling, advertising,
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or promotion of products or services, or as an endorsement or approval of Defendant's acts, practices or conduct of business.

6.9 This Consent Decree shall be binding upon and inure to the benefit of Defendant's successors and assigns. Defendant and its successors and assigns shall notify the Attorney General's Office at least thirty (30) days prior to any change-in-control of Defendant that would change the identity of the corporate entity responsible for compliance obligations arising under this Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. Provided, however, that with respect to any proposed change in the corporation about which Defendant and its successors and assigns learn less than thirty (30) days prior to the date such action is to take place, Defendant and its successors and assigns shall notify the Attorney General's Office as soon as is practicable after obtaining such knowledge.

6.10 Any notice or other communication required or permitted under this Consent Decree shall be in writing and delivered to the following persons or any person subsequently designated by the parties:

For the State of Washington:

Office of the Attorney General
Consumer Protection Division
Attention: Audrey Udashen, AAG
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188

For Defendants:

CHI Franciscan
Corporate Office
1145 Broadway Plaza, Suite 1200
MS 07-00
Tacoma, WA 98402
Attn: Chief Executive Officer

With a copy to:

CHI Franciscan
Corporate Office

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1145 Broadway Plaza, Suite 1200
MS 07-00
Tacoma, WA 98402
Attn: Regional General Counsel

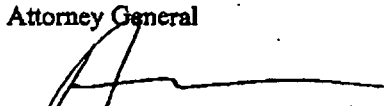
6.11 The Clerk of Court is ordered to enter the foregoing Judgment and Consent Decree immediately.

DONE IN OPEN COURT this 29 day of April, 2019.

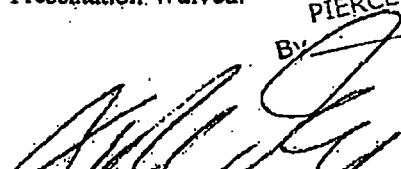

JUDGE/COURT COMMISSIONER
IN OPEN COURT
EX PARTE DEPARTMENT

Approved for entry and presented by:

ROBERT W. FERGUSON
Attorney General


AUDREY L. UDASHEN, WSBA #42868
Assistant Attorney General
Attorney for Plaintiff State of Washington

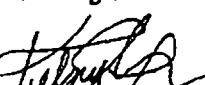
Approved for Entry, Notice of
Presentation. Waived:


ASHER D. FUNK, pro hac vice
Polsinelli PC

BRAD FISHER, WSBA #19895
REBECCA J. FRANCIS, WSBA #41196
Davis Wright Tremaine LLP

Attorneys for Defendant Franciscan
Health Systems d/b/a CHI-Franciscan
Health d/b/a St. Joseph Medical Center

Washington State Department of Health


KELSEY L. MARTIN, WSBA #50296
Assistant Attorney General
Attorney for the Washington State Department of Health

CONSENT DECREE - 19

ATTORNEY GENERAL OF WASHINGTON
Consumer Protection Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104-3188
(206) 464-7743

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EXHIBIT A

- Electronic Exparte (3630417) -



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON

Consumer Protection Division

800 Fifth Avenue • Suite 2000 • MS TB 14 • Seattle WA 98104-3188

(206) 464-7745

Good news - you no longer owe a debt!

Dear Patient:

The Attorney General's Office protects all Washingtonians from unfair and deceptive business practices. My team and I work hard to hold businesses accountable and obtain justice for Washingtonians when businesses don't play by the rules.

My office filed a lawsuit against St. Joseph Medical Center alleging that it failed to make financial assistance accessible to low-income patients from 2012 to 2017. My office and St. Joseph Medical Center's parent company, CHI Franciscan, recently entered into an agreement to settle this lawsuit. A copy of the settlement is available here: [insert link to Consent Decree].

As part of the settlement, CHI Franciscan can no longer collect on certain accounts owed to it by thousands of charity care eligible patients treated at its Washington hospitals. You are a member of this group.

As a result, you no longer owe [amount discharged] on [account number(s)] to [insert hospital name(s)].

If you have questions about this letter or CHI Franciscan's charity care program please contact (888) 779-6380.

Sincerely,

BOB FERGUSON
Attorney General

RWF/jlg
Enclosures

0058

514

4/29/2019

0059

514

4/29/2019

EXHIBIT B

- Electronic Exparte (3630417) -



Bob Ferguson

ATTORNEY GENERAL OF WASHINGTON

Error! Not a valid result for table.

Good news – refund enclosed!

Dear Patient:

The Attorney General's Office protects all Washingtonians from unfair and deceptive business practices. My team and I work hard to hold businesses accountable and obtain justice for Washingtonians when businesses don't play by the rules.

My office filed a lawsuit against St. Joseph Medical Center alleging that it failed to make financial assistance accessible to low-income patients from 2012 to 2017. My office and St. Joseph Medical Center's parent company, CHI Franciscan, recently entered into an agreement to settle this lawsuit. A copy of the settlement is available here: [insert link to Consent Decree].

As part of the settlement, CHI Franciscan owes you money. Specifically, CHI Franciscan must refund money paid by patients who were eligible for financial assistance but did not get it. Thanks to the efforts of my team, you are receiving the enclosed check because you meet this criteria and are eligible for a refund.

If you have questions about this letter or CHI Franciscan's charity care program please contact (888) 779-6380.

Sincerely,

A handwritten signature in black ink that reads "Bob Ferguson". The signature is fluid and cursive.

BOB FERGUSON
Attorney General

RWF/jlg
Enclosures

0060

514

4/29/2019

0061

514

4/29/2019

EXHIBIT C

- Electronic Exparte (3630417) -



Bob Ferguson
ATTORNEY GENERAL OF WASHINGTON

Consumer Protection Division

800 Fifth Avenue • Suite 2000 • MS TB 14 • Seattle WA 98104-3188

(206) 464-7745

ACT NOW! You may be eligible for a refund or forgiveness of medical debt.

Dear Patient:

The Attorney General's Office protects all Washingtonians from unfair and deceptive business practices. My team and I work hard to hold businesses accountable and obtain justice for Washingtonians when businesses don't play by the rules.

My office filed a lawsuit against St. Joseph Medical Center alleging that it failed to make financial assistance accessible to low-income patients from 2012 to 2017. My office and St. Joseph Medical Center's parent company, CHI Franciscan, recently entered into an agreement to settle this lawsuit. A copy of the settlement is available here: [insert link to Consent Decree].

This settlement allows patients who were qualified financial assistance to receive a refund or forgiveness of debt for care provided to them from 2012-2017 at the following hospitals: St. Joseph Medical Center, St. Elizabeth Hospital, St. Francis Hospital, Highline Medical Center, Harrison Medical Center, St. Anthony Hospital, and St. Clare Hospital.

Here is what you need to do to see if you are eligible for a refund or debt forgiveness:

- Consult the enclosed chart to see if your family income at the time you received treatment qualifies you for financial assistance; and
- If so, please return the enclosed form to be considered for financial assistance.

We are working hard to make sure every eligible patient receives a refund and debt forgiveness, but we need you to act now!

If approved for financial assistance, you will receive a refund of what you paid to CHI Franciscan hospitals. You will also be notified of any amount you no longer owe to CHI Franciscan hospitals.

If you have questions about this letter or CHI Franciscan's charity care program please contact (888) 779-6380.

Sincerely,

BOB FERGUSON
Attorney General

CHI Franciscan - Attestation of Eligibility For Financial Assistance

Patient's Full Name: _____

Patient's Date of Birth: _____

Full Name of Responsible Party (If Not The Patient): _____

Relationship of Responsible Party to Patient: _____

Approximate Date(s) of Treatment: _____

Hospital Where Treatment Was Received: _____

Contact Phone Number: _____

Contact Email (optional): _____

Contact Mailing Address: _____

By signing this document and requesting that CHI Franciscan provide me with financial assistance for medical treatment, I affirm and represent the following:

- The information I have provided above is true and correct to the best of my knowledge.
- The patient listed above received medical treatment at St. Elizabeth Hospital (Enumclaw), St. Francis Hospital (Federal Way), Highline Medical Center (Burien), Harrison Medical Center (Bremerton / Silverdale), St. Anthony Hospital (Gig Harbor), St. Clare Hospital (Lakewood), or St. Joseph Medical Center (Tacoma) between January 1, 2012 and December 31, 2017.
- The household income of the patient or responsible party at the time of treatment was less than or equal to 200% of the 2017 Federal Poverty Guidelines, as set by the U.S. Department of Health & Human Services (see attached table).

Signature of Patient or Responsible Party

Date

Mail or fax to: St. Joseph Medical Center, 1717 South J Street, MS 10-30, Tacoma, WA 98405. Fax (253) 396-6746. Please call (888) 779-6380 with any questions.

- Electronic Exparte (3630417) -

**Your Income Must Be Less Than or Equal to the Amounts in the Chart Below
to Qualify for Financial Assistance**

200% of The Federal Poverty Guidelines - 2017	
Household/Family Size	Annual Household Income Must Be Less Than or Equal To:
1	\$24,120
2	\$32,480
3	\$40,840
4	\$49,200
5	\$57,560
6	\$65,920
7	\$74,280
8	\$82,640
For families/households with more than 8 persons, add \$8,360 for each additional person.	

CERTIFICATION OF ENROLLMENT

SUBSTITUTE HOUSE BILL 1531

Chapter 227, Laws of 2019

66th Legislature
2019 Regular Session

MEDICAL DEBT--COLLECTION

EFFECTIVE DATE: July 28, 2019

Passed by the House March 1, 2019
Yeas 90 Nays 4

FRANK CHOPP

Speaker of the House of Representatives

Passed by the Senate April 15, 2019
Yeas 48 Nays 0

CYRUS HABIB

President of the Senate

Approved April 30, 2019 3:04 PM

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **SUBSTITUTE HOUSE BILL 1531** as passed by House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 1, 2019

JAY INSLEE

Governor of the State of Washington

**Secretary of State
State of Washington**

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Angela Campbell

(b) County of Residence of First Listed Plaintiff **Pierce County**
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Robert Mitchell, Robert Mitchell Law Office, 1424 4th Ste
300, WA 98101, (206) 528-5880

DEFENDANTS

Radius Global Solutions, LLC

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Stephen G. Skinner, Andrews Skinner, PS, 645 Elliott Ave.
W., Ste 350, Seattle, WA 98119, (206) 223-9248

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability LABOR <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Washington Consumer Protection Act, Rev. Code Wash. 19.16.440 and Washington Collection Agency Act, Rev. Code Wash. 19.16.250

Brief description of cause:

Plaintiff's class action complaint alleges violation of Washington statutes for alleged failure to provide required disclosures

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

11/18/2020

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Medical Debt Collector Ignored Washington State Charity Care Program Mandates](#)
