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17 JAN 30 PM 3:38

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CASE NUMBER: 16-2-14579-5 SEA

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SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KAMAL AMIREH and HUGO
CABRERA VILLALOBOS, individually
and on behalf of others similarly situated,

Plaintiffs,

v.

UW MEDICINE/NORTHWEST, d/b/a
NORTHWEST HOSPITAL & MEDICAL
CENTER, a Washington corporation,

Defendant.

No. 16-2-14579-5 SEA

ANSWER OF DEFENDANT TO CLASS
ACTION COMPLAINT

Defendant UW Medicine/Northwest, d/b/a Northwest Hospital & Medical Center
("Northwest Hospital") answers Plaintiffs' Class Action Complaint ("Complaint") as
follows:

PRELIMINARY STATEMENT

Northwest Hospital responds to the Complaint based on the current information
available to it and after reasonable investigation. Northwest Hospital reserves the right to

ANSWER – 1

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1201 Third Avenue, Suite 4900
Seattle, WA 98101
Phone: 206.359.8000
Fax: 206.359.9000

1 amend this Answer and Affirmative Defenses based on information made available through
2 discovery or further investigation. Unless specifically admitted below, Northwest Hospital
3 denies each and every allegation, claim, and prayer for relief contained in the Complaint.
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6 7 **RESPONSE TO COMPLAINT**

8 9 **I. INTRODUCTION**

10
11 1. Northwest Hospital admits that the Complaint purports to assert a class action
12 under Washington's Charity Care Act on behalf of the named plaintiffs. Northwest Hospital
13 denies that this action is proper for class certification, that Plaintiffs have stated causes of
14 action in the Complaint under the Charity Care Act or any other cause of action, and that
15 Northwest Hospital has engaged in unfair, deceptive or unlawful practices of any kind.
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19 2. Northwest Hospital admits that the Complaint purports to seek declaratory
20 relief. Northwest Hospital denies that Plaintiffs are entitled to any such relief.
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24 3. Paragraph 3 contains an introductory statement to which no answer is
25 required. To the extent an answer is required, Northwest Hospital denies any allegations in
26 paragraph 3.
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30 4. Paragraph 4 contains an introductory statement to which no answer is
31 required. To the extent an answer is required, Northwest Hospital admits only that its
32 records reflect that Plaintiff Kamal Amireh reported that he was uninsured when presented
33 at the Northwest Hospital emergency department on November 16, 2013. Northwest
34 Hospital denies any other allegations in paragraph 4.
35
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37
38 5. Paragraph 5 contains an introductory statement to which no answer is
39 required. To the extent an answer is required, Northwest Hospital admits only that its
40 records reflect that Plaintiff Hugo Cabrera Villalobos reported that he was insured when he
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1 presented at the Northwest Hospital emergency department on February 20, 2015.

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3 Northwest Hospital denies any other allegations in paragraph 5.

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5 6. The first two sentences of paragraph 6 contain allegations of law to which no
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7 answer is required. Northwest Hospital admits the allegations in the third sentence of
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9 paragraph 6. Northwest Hospital denies any other allegations in paragraph 6.

10
11 7. The 2013 Community Health Needs Assessment referenced in paragraph 7
12
13 speaks for itself, and Northwest Hospital denies any allegation in Paragraph 7 that varies
14
15 therefrom. Northwest Hospital denies any other allegations in paragraph 7.

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17 8. Paragraph 8 contains allegations of law to which no answer is required. To
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19 the extend an answer is required, Northwest Hospital denies any allegations in paragraph 8.

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21 9. Paragraph 9 contains an introductory statement to which no answer is
22
23 required. To the extent an answer is required, Northwest Hospital denies any allegations in
24
25 paragraph 9.

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27 10. Paragraph 10 contains an introductory statement to which no answer is
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29 required. To the extent an answer is required, Northwest Hospital denies any allegations in
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31 paragraph 10.

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33 11. Paragraph 11 contains an introductory statement to which no answer is
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35 required. To the extent an answer is required, Northwest Hospital denies any allegations in
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37 paragraph 11.

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39 12. Paragraph 12 contains an introductory statement to which no answer is
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41 required. To the extent an answer is required, Northwest Hospital denies any allegations in
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43 paragraph 12.

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II. PARTIES, JURISDICTION AND VENUE

13. Northwest Hospital admits that its records reflect that Plaintiff Kamal Amireh reported that he was uninsured when he presented at the Northwest Hospital emergency department on November 16, 2013. Northwest Hospital lacks sufficient information to admit or deny whether Mr. Amireh is a current resident of King County, Washington and on that basis denies.

14. Northwest Hospital admits that its records reflect that Plaintiff Hugo Cabrera Villalobos reported that he was insured when he presented at the Northwest Hospital emergency department on February 20, 2015. Northwest Hospital lacks sufficient information to admit or deny whether Mr. Cabrera Villalobos is a current resident of King County, Washington and on that basis denies.

15. Northwest Hospital admits the allegations in paragraph 15 of the Complaint.

16. In response to Paragraph 16, Northwest Hospital does not contest that this Court has jurisdiction over this matter.

17. In response to Paragraph 17, Northwest Hospital does not contest that venue is proper.

III. GENERAL ALLEGATIONS

18. Paragraph 18 contains allegations of law to which no answer is required. To the extent an answer is required, Northwest Hospital denies the allegations in paragraph 18, including because the statements therein are incomplete.

19. Paragraph 19 contains allegations of law to which no answer is required. To the extent an answer is required, Northwest Hospital denies the allegations in paragraph 19, including because the statements therein are incomplete.

1 20. Paragraph 20 contains allegations of law to which no answer is required. To
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3 the extent an answer is required, Northwest Hospital denies the allegations in paragraph 20,
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5 including because the statements therein are incomplete.

6 21. Paragraph 21 contains allegations of law to which no answer is required. To
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8 the extent an answer is required, Northwest Hospital denies the allegations in paragraph 21,
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10 including because the statements therein are incomplete.

11 22. Paragraph 22 contains allegations of law to which no answer is required. To
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13 the extent an answer is required, Northwest Hospital denies the allegations in paragraph 22,
14
15 including because the statements therein are incomplete.

16 23. Paragraph 23 contains allegations of law to which no answer is required. To
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18 the extent an answer is required, Northwest Hospital denies the allegations in paragraph 23,
19
20 including because the statements therein are incomplete.

21 24. Paragraph 24 contains allegations of law to which no answer is required. To
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23 the extent an answer is required, Northwest Hospital denies the allegations in paragraph 24,
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25 including because the statements therein are incomplete.

26 25. Northwest Hospital lacks sufficient information to admit or deny the
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28 allegations in Paragraph 25 and on that basis denies.

29 26. Northwest Hospital lacks sufficient information to admit or deny the
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31 allegations in Paragraph 26 and on that basis denies.

32 27. Northwest Hospital denies the allegations in paragraph 27.

33 28. Northwest Hospital denies the allegations in paragraph 28.

34 29. Northwest Hospital denies the allegations in paragraph 29.

35 30. Northwest Hospital denies the allegations in paragraph 30.

36 31. Northwest Hospital denies the allegations in paragraph 31.

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32. Northwest Hospital denies the allegations in paragraph 32.

33. The document referenced in paragraph 33 speaks for itself, and Northwest Hospital denies any allegation in paragraph 33 that varies therefrom.

34. Northwest Hospital denies the allegations in paragraph 34.

35. Paragraph 35 contains allegations of law to which no answer is required. To the extent an answer is required, Northwest Hospital denies the allegations in paragraph 35, including because the statements therein are incomplete.

IV. REPRESENTATIVE PLAINTIFFS' CLAIMS

36. Northwest Hospital lacks sufficient information to admit or deny the allegations in Paragraph 36 and on that basis denies.

37. Northwest Hospital admits that Plaintiff Kamal Amireh presented at the Northwest Hospital emergency department on November 16, 2013. Northwest Hospital lacks sufficient information to admit or deny the remaining allegations in Paragraph 37 and on that basis denies.

38. Northwest Hospital lacks sufficient information to admit or deny the allegations in the first sentence of Paragraph 38 and on that basis denies. The document referenced in the second sentence of Paragraph 38 speaks for itself, and Northwest Hospital denies any allegation that varies therefrom.

39. Northwest Hospital admits that Plaintiff Kamal Amireh was discharged from Northwest Hospital's emergency department on November 16, 2013. Northwest Hospital lacks sufficient information to admit or deny the remaining allegations in Paragraph 39 and on that basis denies.

40. Northwest Hospital denies the allegations in paragraph 40.

1 41. Northwest Hospital denies that it failed to screen Plaintiff Kamal Amireh as
2 required by the Charity Care Act. Northwest Hospital lacks sufficient information to admit
3 or deny the remaining allegations in paragraph 41 and on that basis denies.
4

5
6 42. Northwest Hospital admits that at all relevant times, it has had a charity care
7 policy that provides charity care to, among others, patients at or below 200% of the poverty
8 level. The document referenced in the first sentence of Paragraph 42 speaks for itself, and
9 Northwest Hospital denies any allegation that varies therefrom
10

11 43. Northwest Hospital admits that Plaintiff Kamal Amireh's account was
12 assigned to Audit & Adjustment Co. on December 23, 2013. Northwest Hospital denies the
13 remaining allegations in paragraph 43.
14

15 44. Northwest Hospital denies the allegations in paragraph 44.
16

17 45. Northwest Hospital lacks sufficient information to admit or deny the
18 allegations in paragraph 45 and on that basis denies. Northwest Hospital's records reflect
19 that Plaintiff Kamal Amireh came into Northwest Hospital's billing office on June 19, 2014.
20

21 46. Northwest Hospital denies the allegations in paragraph 46.
22

23 47. Northwest Hospital lacks sufficient information to admit or deny the
24 allegations in paragraph 47 and on that basis denies.
25

26 48. Northwest Hospital lacks sufficient information to admit or deny the
27 allegations in paragraph 48 and on that basis denies.
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29 49. Northwest Hospital lacks sufficient information to admit or deny the
30 allegations in paragraph 49 and on that basis denies.
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32 50. Northwest Hospital lacks sufficient information to admit or deny the
33 allegations in paragraph 50 and on that basis denies.
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1 51. Northwest Hospital lacks sufficient information to admit or deny the
2 allegations in paragraph 51 and on that basis denies.

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4 52. Northwest Hospital admits that Plaintiff Hugh Cabrera Villalobos presented
5 for services at Northwest Hospital's emergency department on February 20, 2015, but
6 Northwest Hospital lacks sufficient information to admit or deny the allegations in
7 paragraph 52 and on that basis denies.

8
9 53. Northwest Hospital admits that its records reflect that Plaintiff Hugh Cabrera
10 Villalobos had health insurance through Premera when he presented at the emergency
11 department on February 20, 2015.

12
13 54. Northwest Hospital admits that Plaintiff Hugh Cabrera Villalobos was
14 discharged from Northwest Hospital's emergency department on February 20, 2015.
15 Northwest Hospital lacks sufficient information to admit or deny the remaining allegations
16 in Paragraph 54 and on that basis denies

17
18 55. Northwest Hospital denies the allegations in paragraph 55.

19 56. Northwest Hospital denies that it failed to screen Plaintiff Cabrera Villalobos
20 as required by the Charity Care Act. Northwest Hospital lacks sufficient information to
21 admit or deny the allegations in Paragraph 56 and on that basis denies.

22
23 57. Northwest Hospital admits that its records reflect that Plaintiff Hugh Cabrera
24 Villalobos's insurance carrier paid some, but not all, of the charges for services provided to
25 him at Northwest Hospital's emergency department on February 20, 2015.

26
27 58. Paragraph 58 contains allegations of law to which no answer is required.
28 Northwest Hospital lacks sufficient information to admit or deny the remaining allegations
29 in Paragraph 58 and on that basis denies.

1 Hospital denies that this action is proper for class certification and that Plaintiffs have stated
2 causes of action in the Complaint under the Charity Care Act.
3

4 67. Northwest Hospital denies the allegations in paragraph 67.
5

6 68. Northwest Hospital lacks sufficient information to admit or deny the
7 allegations in Paragraph 68 and on that basis denies.
8

9 69. Paragraph 69 contains allegations of law to which no answer is required. To
10 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 69.
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12 70. Paragraph 70 contains allegations of law to which no answer is required. To
13 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 70.
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15 71. Paragraph 71 contains allegations of law to which no answer is required. To
16 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 71.
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18 72. Paragraph 72 contains allegations of law to which no answer is required. To
19 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 72.
20

21 73. Paragraph 73 contains allegations of law to which no answer is required. To
22 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 73.
23

24 74. Paragraph 74 contains allegations of law to which no answer is required. To
25 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 74.
26

27 75. Northwest Hospital admits that Plaintiffs seek to bring this action as a class
28 action. Northwest Hospital denies the remaining allegations in paragraph 75. Northwest
29 Hospital denies that this action is proper for class certification and that Plaintiffs have stated
30 causes of action in the Complaint under the Charity Care Act.
31

32 76. Paragraph 76 contains allegations of law to which no answer is required. To
33 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 76.
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1 77. Northwest Hospital lacks sufficient information to admit or deny the
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3 allegations in Paragraph 77 and on that basis denies.

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5 78. Paragraph 78 contains allegations of law to which no answer is required. To
6
7 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 78.

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9 79. Paragraph 79 contains allegations of law to which no answer is required. To
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11 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 79.

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13 80. Paragraph 80 contains allegations of law to which no answer is required. To
14
15 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 80.

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17 81. Paragraph 81 contains allegations of law to which no answer is required. To
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19 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 81.

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21 82. Paragraph 82 contains allegations of law to which no answer is required. To
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23 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 82.

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25 83. Paragraph 83 contains allegations of law to which no answer is required. To
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27 the extent an answer is required, Northwest Hospital denies any allegations in paragraph 83.

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29 **VI. FIRST CAUSE OF ACTION/DECLARATORY RELIEF**

30
31 84. In response to paragraph 84, Northwest Hospital restates its answers to the
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33 preceding paragraphs.

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35 85. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in
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37 paragraph 85.

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39 86. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in
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41 paragraph 86.

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43 87. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in
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45 paragraph 87.

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VII. SECOND CAUSE OF ACTION/VIOLATION OF CONSUMER PROTECTION ACT, RCW CH. 19.86

88. In response to paragraph 88, Northwest Hospital restates its answers to the preceding paragraphs.

89. Northwest Hospital denies the allegations in paragraph 89.

90. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in paragraph 90.

91. Northwest Hospital denies the allegations in paragraph 91.

92. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in paragraph 92.

VIII. THIRD CAUSE OF ACTION/ BREACH OF CONTRACT

93. In response to paragraph 93, Northwest Hospital restates its answers to the preceding paragraphs.

94. Northwest Hospital denies the allegations in paragraph 94.

95. Northwest Hospital denies the allegations in paragraph 95.

96. Northwest Hospital denies the allegations in paragraph 96.

IX. FOURTH CAUSE OF ACTION/BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING

97. In response to paragraph 97, Northwest Hospital restates its answers to the preceding paragraphs.

98. Northwest Hospital denies the allegations in paragraph 98.

99. Paragraph 99 contains allegations of law to which no answer is required. To the extent an answer is required, Northwest Hospital denies any allegations in paragraph 99.

1 100. Paragraph 100 contains allegations of law to which no answer is required. To
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3 the extent an answer is required, Northwest Hospital denies any allegations in paragraph
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5 100.

6 101. Paragraph 101 contains allegations of law to which no answer is required. To
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8 the extent an answer is required, Northwest Hospital denies any allegations in paragraph
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10 101.

11 102. Paragraph 102 contains allegations of law to which no answer is required. To
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13 the extent an answer is required, Northwest Hospital denies any allegations in paragraph
14
15 102.

16 103. Paragraph 103 contains allegations of law to which no answer is required. To
17
18 the extent an answer is required, Northwest Hospital denies any allegations in paragraph
19
20 103.

21 104. Northwest Hospital denies the allegations in paragraph 104.

22 105. Northwest Hospital denies the allegations in paragraph 105.

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29 **X. FIFTH CAUSE OF ACTION/UNJUST ENRICHMENT AND RESTITUTION**

30 106. In response to paragraph 106, Northwest Hospital restates its answers to the
31
32 preceding paragraphs.

33 107. Northwest Hospital denies the allegations in paragraph 107.

34 108. Northwest Hospital denies the allegations in paragraph 108.

35 109. Northwest Hospital denies the allegations in paragraph 109.

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41 **XI. SIXTH CAUSE OF ACTION/INJUNCTIVE RELIEF**

42 110. In response to paragraph 110, Northwest Hospital restates its answers to the
43
44 preceding paragraphs.

1 111. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in
2 paragraph 111.
3

4 112. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in
5 paragraph 112.
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8 113. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in
9 paragraph 113.
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11

12 114. Northwest Hospital denies that Plaintiffs are entitled to the relief identified in
13 paragraph 114.
14
15

16 **XII. PRAYER FOR RELIEF**

17 Northwest Hospital denies that Plaintiffs are entitled to any of the relief sought in the
18 Prayer.
19
20

21 **XIII. AFFIRMATIVE DEFENSES**

22 Having answered the Complaint, Northwest Hospital sets forth the following
23 affirmative defenses. By setting forth these affirmative defenses, Northwest Hospital does
24 not assume any burden of proof as to any factual issue or other element of any cause of
25 action that properly belongs to Plaintiffs. Further, Northwest Hospital reserves the right to
26 amend or supplement its affirmative defenses as discovery or further investigation may
27 justify:
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36 1. Plaintiffs (hereinafter inclusive of all purported class members) have failed to
37 state facts sufficient to state a claim for relief on one or more of their causes of action.
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40 2. Plaintiffs lack standing to raise some or all of the claims of the purported
41 class members.
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1 3. Plaintiffs' claims on behalf of the purported class are barred by Plaintiffs'
2
3 failure to meet all four of the mandatory requirements of Fed. R. Civ. P. 23(a), or any of the
4 requirements of Fed. R. Civ. P. 23(b).
5

6 4. The claims alleged by the named Plaintiffs are neither common nor typical of
7
8 those, if any, of the members of the purported class.
9

10 5. The named Plaintiffs are inadequate representative of the purported class.
11

12 6. The types of claims alleged by Plaintiffs are matters in which individual
13
14 questions predominate and, accordingly, are not appropriate for class treatment.
15

16 7. Northwest Hospital has complied with all provisions of the law applicable to
17
18 the allegations contained in the Complaint, including but not limited to, the Charity Care
19
20 Act.
21

22 8. Plaintiffs' claims are barred by applicable statutes of limitations.
23

24 9. Plaintiffs lack standing because the Charity Care Act has no private right of
25
26 action.
27

28 10. Plaintiffs' claims are barred by the doctrines of laches, waiver and estoppel.
29

30 11. Damages, if any, suffered by Plaintiffs and relating in any way to conduct
31
32 challenged by Plaintiffs were proximately caused by Plaintiffs' own conduct and therefore
33
34 may not be recovered against Defendant.
35

36 12. Plaintiffs have failed to mitigate their damages.
37

38 13. Northwest Hospital designates all denials herein as defenses to the extent
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40 necessary to provide them with a complete defense.
41

42 14. Northwest Hospital reserves the right to amend this Answer or add other
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44 affirmative defenses as necessary as the case progresses.
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XIV. PRAYER FOR RELIEF

WHEREFORE, defendants demand the following relief:

- A. Dismissal of Plaintiffs' claims with prejudice;
- B. Damages in favor of Defendant and against plaintiffs in an amount to be proven at trial;
- C. Defendant's costs of suit, including reasonable attorney fees; and
- D. Such other relief as the Court may deem just and proper.

DATED: January 30, 2017

s/ Frederick B. Rivera, WSBA No. 23008

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