

FILED  
MAR 12 2020

YAKIMA COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR YAKIMA COUNTY

ROBERT MIKEL LAMBERT,  
Plaintiff,

Cause No. 202008778

v.

COMPLAINT FOR DECLARATORY  
AND INJUNCTIVE RELIEF

KITTITAS COUNTY, a municipal  
corporation; CLAYTON MYERS, in his  
official capacity as Kittitas County Sheriff;  
and STEVE PANATTONI, in his official  
capacity as Jail Superintendent,

Defendants.

**I. INTRODUCTION**

1. Washington's county jails are constitutionally mandated to provide emergency and/or necessary medical care for the people detained within their walls. This case is about whether these county jails can seek reimbursement from indigent people for the medical care provided outside the jail by hospitals and other health care providers. RCW 70.48.130, the statute governing emergency or necessary medical care for confined people, outlines the procedures available to jails to cover the cost of medical expenses. As alleged herein, the Kittitas County Corrections Center (KCCC or the Jail) violated RCW 70.48.130 when it unlawfully shifted the costs of emergency and necessary medical care provided by Kittitas Valley Hospital (KVH or the Hospital) to Plaintiff Robert Mikel Lambert while he was detained in the Jail awaiting trial. Mr. Lambert was and remains indigent and thus cannot be held financially responsible for emergency and necessary medical care costs.

1           2.       While in custody and after inexplicable delay in care by KCCC, Mr. Lambert  
2 developed a serious medical condition that ultimately required intensive outpatient care at the  
3 Hospital, including several days of intravenous antibiotic treatment. After the treatment was  
4 complete, KVH provided a 46% discount on the total cost of medical services and KCCC paid  
5 the balance. The Jail then provided Mr. Lambert with a stack of receipts (not detailed medical  
6 bills) and claimed he owed the Jail approximately \$11,422.52 – the same amount KCCC had  
7 paid the hospital. By the time Mr. Lambert left the jail, the alleged debt had increased to  
8 \$12,820.59. Mr. Lambert’s commissary account never exceeded the amount needed to purchase  
9 toiletries and other basics. When Mr. Lambert left KCCC, his account held a two-cent balance.

10           3.       Pursuant to KCCC’s grievance process and procedures, Mr. Lambert challenged  
11 KCCC’s claim that paying this amount was his responsibility, asking “[h]ow can you take  
12 hospital debt and turn it into jail debt?” The Jail rejected his grievances, claiming that “[y]our  
13 medical bills are your responsibility” and that Mr. Lambert was “always free to refuse medical  
14 care.” The Jail relied on boilerplate forms – a “Notice of Indebtedness,” an “Emergency Medical  
15 Information” form, and the “Health Services Kite” form – to claim that Mr. Lambert “agreed” to  
16 be financially responsible for all medical care he received while in custody. Mr. Lambert had no  
17 choice but to sign these forms.

18           4.       KCCC’s Policy No. 711 outlines the Jail’s “medical screening process for newly  
19 booked inmates” and requires the jail to “seek general information about the inmate’s ability to  
20 pay for medical care, including insurance or other medical benefits to which an inmate is entitled  
21 (RCW 70.48.130).”

22           5.       Although Mr. Lambert does not recall whether KCCC assessed his ability to pay,  
23 there is no indication that KCCC evaluated Mr. Lambert’s unemployment status or other

1 resources when it billed him for thousands of dollars in medical care costs, contrary to the Jail's  
2 own policy and RCW 70.48.130.

3 6. Had the Jail utilized the procedures outlined in RCW 70.48.130 and included the  
4 alleged medical debt in Mr. Lambert's judgment and sentence as a legal financial obligation  
5 (LFO), the trial court would have been required to assess Mr. Lambert's ability to repay those  
6 costs as discretionary LFOs.

7 7. Instead, KCCC passed the costs directly to Mr. Lambert.

8 8. Moreover, Medicaid would not cover his healthcare costs even though Mr.  
9 Lambert was income qualified, because he was not admitted to the hospital for an overnight stay.

10 9. Upon information and belief, the Jail used, and continues to use, take-it-or-leave-  
11 it forms to hold indigent people personally responsible for medical costs incurred during their jail  
12 stay, regardless of a court's determination of indigency and the Jail's initial financial screening.

13 10. Like other people incarcerated in Washington's jails and prisons, Mr. Lambert  
14 could not choose the hospital or health care provider for his necessary and emergency care. Nor  
15 did he have the ability to determine whether there was a lower-cost alternative, like a community  
16 clinic. Mr. Lambert and other individuals confined in the Jail are literally a captive market with  
17 respect to their health care options.

18 11. Mr. Lambert is seeking a declaration, pursuant to the Uniform Declaratory  
19 Judgments Act, Chapter 7.24 RCW, that Defendants' attempt to evade the statutory duty to be  
20 financially responsible for the costs incurred for Mr. Lambert's medical care at KVH violates  
21 RCW 70.48.130. He also seeks a declaration that the "Notice of Indebtedness," the "Emergency  
22 Medical Information" form, and "Health Services Kite" form are void and unenforceable. Mr.  
23

1 Lambert also respectfully requests that the Court require Defendants to eliminate all medical  
2 debt unlawfully imposed on him and to otherwise act in compliance with RCW 70.48.130.

## 3 II. JURISDICTION AND VENUE

4 12. This Court has original jurisdiction over this matter under Article IV, Section 6 of  
5 the Washington State Constitution and RCW 2.08.010 because this is a case in equity and  
6 because exclusive jurisdiction over this matter has not been vested in some other court.

7 13. This Court has the power to declare rights, status and other legal relations under  
8 the Uniform Declaratory Judgments Act, Chapter 7.24 RCW.

9 14. Venue is proper in this Court under RCW 36.01.050(1) because Kittitas County is  
10 a defendant and Yakima County is one of the two nearest judicial districts to Kittitas County.

## 11 III. PARTIES

### 12 PLAINTIFF

13 15. Plaintiff Robert Mikel Lambert was booked into KCCC on March 17, 2016. At all  
14 times relevant to the allegations herein, he was confined in the Jail, awaiting trial.

15 16. On April 21, 2017, after trial, Mr. Lambert was sentenced to total confinement in  
16 the Department of Corrections for 55 months, with credit for time served. He is currently serving  
17 the remainder of his sentence at Clallam Bay Corrections Center.

### 18 DEFENDANTS

19 17. Defendant Kittitas County is a political subdivision of the State of Washington. It  
20 operates the Jail, in which it incarcerates people who have been charged with crimes and are  
21 awaiting trial (pre-trial detainees) and people who have been convicted of crimes and are serving  
22 criminal sentences.

23 18. The Jail is located at 205 West 5<sup>th</sup>, Ste. 1, Ellensburg, WA 98926.

1           19.     As the Jail administrator, Defendant Kittitas County is responsible for the health  
2 care of individuals detained in the facility and for promulgating and implementing Jail policies.

3           20.     Defendant Kittitas County is responsible and liable for the actions of all Jail  
4 employees.

5           21.     As detailed below, Defendant Kittitas County has failed to properly train or  
6 supervise Kittitas County employees and failed to properly promulgate policies and standards to  
7 ensure that the Jail is operated in a manner consistent with Washington law.

8           22.     Kittitas County has delegated authority for the operation and management of the  
9 Jail to the Kittitas County Sheriff's Office.

10          23.     As of November 1, 2019, Defendant Clayton Myers is the Sheriff of Kittitas  
11 County.

12          24.     In that capacity, Defendant Myers is responsible for the overall management of  
13 the Sheriff's Office and Emergency Management for the county, which includes the Corrections  
14 Division.

15          25.     On information and belief, Defendant Myers has the authority to direct the  
16 activities of subordinate officers and other employees of KCCC, as well as appoint and remove  
17 subordinate officers and other employees of KCCC. On information and belief, he also has  
18 control over fiscal concerns of the Sheriff's Office, including the power to direct and monitor the  
19 disbursement of KCCC funds, create and implement policies and practices, and direct and  
20 manage day-to-day KCCC affairs. On information and belief, Defendant Myers continues to  
21 uphold the policies and actions that caused or contributed to some or all of the acts that are the  
22 basis for Mr. Lambert's allegations described herein.

1           26. Defendant Myers is the Kittitas County employee ultimately responsible for the  
2 health, safety, and treatment of individuals detained in the Jail and for ensuring the Jail's safe  
3 and lawful operations.

4           27. Defendant Myers has delegated day-to-day operations of the Jail to his  
5 subordinate, Defendant Jail Superintendent (formerly known as Corrections Commander) Steve  
6 Panattoni.<sup>1</sup>

7           28. As Jail Superintendent, Defendant Panattoni is responsible for the day-to-day  
8 operations of the Jail facility, staff, care and custody of individuals detained in the jail, programs,  
9 finances, and courthouse security, to include implementation of court mandates and processes.

10          29. On information and belief, Defendant Panattoni has the authority to direct the  
11 activities of subordinate officers and other employees of KCCC, as well as appoint and remove  
12 subordinate officers and other employees of KCCC.

13          30. On information and belief, Defendant Panattoni also has control over KCCC's  
14 fiscal concerns, including the power to direct and monitor the disbursement of KCCC funds,  
15 create and implement policies and practices, and direct and manage the day-to-day KCCC  
16 affairs.

17          31. On information and belief, Defendant Panattoni continues to uphold the policies  
18 and actions that caused or contributed to some or all of Mr. Lambert's allegations described  
19 herein.

20          32. Defendant Myers and Defendant Panattoni are sued in their official capacities.  
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22 <sup>1</sup> Since the events giving rise to this Complaint, the Kittitas County Sheriff's Office created a new command  
23 structure, effective January 1, 2020. For the purposes of this case, the only material change involves renaming the  
position of "Corrections Commander" to "Jail Superintendent." See Open Letter From Sheriff Myers, (Dec. 17,  
2019), available at <https://www.co.kittitas.wa.us/press/default.aspx?prID=11285>.



1 \$15,000 that year. Thus, nationwide, people are exiting incarceration saddled with debt and  
2 abysmal job prospects.

3 36. Washington State is no better. An estimated 37,000 people are behind bars in  
4 Washington State. 12,000 of those people are in county jails, which includes people in pre-trial  
5 detention and those serving a sentence post-conviction. Over the last decade, KCCC's average  
6 daily population has ranged from 80 to 105 in 2018, the most recent data available.

7 37. When an individual is sentenced in a Washington State Superior Court for a  
8 criminal offense, the judgment and sentence includes expenses related to their own prosecution,  
9 commonly referred to as LFOs, which the individual has the obligation to pay, like any other  
10 lawful debt. During sentencing, there are two categories of LFOs Washington courts can impose  
11 on an individual: mandatory and discretionary LFOs. Mandatory LFOs include certain expenses  
12 such as the Victim Penalty Assessment and Restitution. *See e.g.* RCW 7.68.035. Meanwhile,  
13 discretionary LFOs consist of the costs of prosecuting the defendant, including the costs of  
14 incarceration. RCW 10.01.160(2). Courts are prohibited from imposing discretionary costs when  
15 the defendant qualifies as indigent at the time of sentencing. RCW 10.01.160(3). If the defendant  
16 is not indigent, then the court is required to take into account the financial resources of the  
17 defendant and the burden that payment of costs will impose. *Id.*

18 **B. Washington Law Governs Who Pays for Emergency or Necessary Care for People**  
19 **in Jails.**

20 38. Under the Eighth Amendment to the federal constitution, county jails must  
21 provide necessary and emergency medical care for people in custody. But the Eighth  
22 Amendment does not dictate who is responsible for the cost of the medical care. That is a matter  
23 of state law.



1           39.     In Washington, RCW 70.48.130, a section of the City and County Jails Act,  
2 outlines the procedures for payment of emergency or necessary medical and health care for  
3 people confined in jails and mandates who bears the responsibility for the cost of such care. In  
4 enacting this section, it was the Legislature’s intent that “all jail inmates receive appropriate and  
5 cost-effective emergency and necessary medical care.” RCW 70.48.130(1). It also directs  
6 governing units (the city and/or county or combination thereof that is responsible for the  
7 operation, supervision, and maintenance of a jail, *see* RCW 70.48.020(6)), the Washington State  
8 Health Care Authority (HCA), and medical care providers to “cooperate to achieve the best rates  
9 consistent with adequate care.” RCW 70.48.130(1).

10           40.     Payment for emergency or necessary health care is made by the governing unit  
11 (the county jail), unless the patient qualifies for a program under the auspices of the HCA, like  
12 Medicaid. RCW 70.48.130(2). After payment by the HCA, if any, the resulting balance is borne  
13 by the health care provider and jail equally, unless there is agreement splitting the cost in some  
14 other manner. *Id.*

15           41.     Federal law, however, limits the HCA’s coverage of health care costs for people  
16 in jails. Under 42 U.S.C. § 1396d(a)(xvii)(30)(A), the term “medical assistance” specifically  
17 excludes health care or services for any individual who is an inmate of a public institution. This  
18 exclusion bars these individuals from receiving federal Medicaid matching funds, except when  
19 they are hospitalized for 24 hours or longer. Thus, the entire cost of providing medical care to  
20 people in jails typically falls on the jail and outside health care providers, like hospitals.

21           42.     RCW 70.48.130 also creates a system of reimbursement for jails to recover the  
22 cost of medical care. As part of the initial booking process, jails are required to gather  
23 information concerning the individual’s ability to pay for medical care, including insurance or

1 other third-party resources to which the detained person is entitled. RCW 70.48.130(4). If  
2 Medicaid is not available to cover health care costs, jails are authorized to recover those costs  
3 from any insurance or other available benefit. RCW 70.48.130(5).

4 43. Jails are also authorized to pursue civil or criminal remedies to recover the  
5 medical costs. *Id.* “As part of a judgment and sentence, courts are authorized to order criminal  
6 defendants to repay all or part of the medical costs incurred by the governing unit (county jail) or  
7 provider during confinement. *Id.* (emphasis added). The exception is if the confined person is  
8 unable to be financially responsible for medical care, in which case the jail may obtain  
9 reimbursement from “the unit of government whose law enforcement officers initiate the charges  
10 on which the person is being held in the jail[.]” RCW 70.48.130.

11 **C. Mr. Lambert Is Booked Into KCCC and Has No Choice But to Sign Form**  
12 **Documents Allegedly Documenting His Agreement to Pay for All Medical Care He**  
13 **Might Receive While Incarcerated.**

14 44. According to the individual arrest report by the Kittitas County Sheriff’s Office,  
15 Mr. Lambert was “UNEMPLOYED” at the time of arrest.

16 45. Mr. Lambert was booked into the Jail on March 17, 2016, where he spent the next  
17 several months awaiting trial. At the time, Mr. Lambert was not only unemployed, but had no  
18 savings or other financial resources to draw on.

19 46. During the booking process, Mr. Lambert was required to sign several forms,  
20 including an “Emergency Medical Information” form and a “Notice of Indebtedness” form.

21 47. The Emergency Medical Information form states: “HOSPITAL PLEASE NOTE:  
22 The inmate/patient is financially responsible for any and all medical care received while  
23 incarcerated. The inmate/patient is financially responsible for any prescription medication,

1 equipment, disposable materials, examinations, laboratory work, X-rays, procedures and  
2 evaluations.”

3 48. The Emergency Medical Information form also states: “INMATE/PATIENT: You  
4 are financially responsible for any and all medical care you receive while you are in custody  
5 including but not limited to the above-mentioned services. If you do not have insurance that  
6 covers your treatment it is your responsibility to make arrangements for payment of services with  
7 each individual provider.”

8 49. The form also listed Mr. Lambert’s insurance as “N/A” and his employment  
9 status as “UNEMPLOYED.”

10 50. Just above the signature line the form goes on to state in relevant part, “I...  
11 understand that I am financially responsible for my medical care and that the information above  
12 is true and correct.”

13 51. The Notice of Indebtedness states that KCCC “will charge inmates a fee for many  
14 of the health services that are provided for them” and that they will also “be charged for any  
15 medications that are ordered for them.” It further explains that “Charges for health care will  
16 remain on your account even after you leave the facility. Inmates will have thirty days from the  
17 date of their release from this facility to pay your account in full. All accounts over thirty (30)  
18 days will be turned over to a collection agency.”

19 52. The Notice of Indebtedness also has a preprinted section above that signature line  
20 that states, “I understand that any debt that I incur while incarcerated at [KCCC] will be paid in  
21 full within thirty (30) days from my release date. I understand that failure to pay my full account  
22 balance will result in my account being turned over to a collection agency.”  
23

1           53.     KCCC’s Policy 706 states that “all individuals booked into and held at the facility  
2 shall be informed of the guidelines associated with inmate medical fees ...(a) inmate initiated  
3 medical visits will result in a fee to the inmate...The inmate’s account will be debited for the  
4 inmate medical fee.”

5           54.     The KCCC Inmate Information Handbook states, “There is a \$20.00 co-pay to see  
6 the doctor.”

7     **D.     Kittitas County Sheriff’s Office Payment Agreement with Health Care Providers.**

8           55.     The Kittitas County Sheriff’s Office also has a template letter that, upon  
9 information and belief, it provides to health care providers when an individual detained in the  
10 Jail receives care from providers outside the Jail.

11           56.     The letter states, “Per Revised Code of Washington 70.48.130, after payment by  
12 the Authority or private insurance, the financial responsibility for any remaining balance shall be  
13 borne equally between the medical care provider and the Kittitas County Sheriff’s Office if a  
14 mutual agreement between the provider and the County does not already exist.”

15           57.     Mr. Lambert is not aware of any such “mutual agreement” between KVH and the  
16 County.

17     **E.     Mr. Lambert Receives Emergency and Necessary Medical Treatment at Kittitas  
18 Valley Hospital.**

19           58.     On May 8, 2016, Mr. Lambert submitted a Health Services Kite to KCCC staff.  
20 He described his condition as follows: “Feet are grotesquely swollen; staff will not take me to the  
21 ER[.] This is an emergency.”

22           59.     The Health Services Kite form contains a typed “Consent for Treatment” section  
23 that states:

1 I, \_\_\_\_\_, hereby consent to treatment by the Corrections Center medical staff  
2 and understand that my account will be charged \$20.00 for each visit to see the  
3 Corrections Center medical provider. I also understand I am financially  
4 responsible for all cost of treatment and care including prescriptions, outside  
5 referrals and laboratory work ordered.

6 60. Mr. Lambert subsequently submitted two Inmate Grievance Forms on May 9 and  
7 May 10, 2016. Mr. Lambert described how severely swollen his feet had become, that the Jail  
8 Physician ordered a chest x-ray and bloodwork at KVH, and that this was his formal attempt to  
9 bring his medical issue to everyone's attention.

10 61. Mr. Lambert was taken back to KVH on May 10, 2016. The invoices show that  
11 KVH billed the Jail for seven charges for laboratory work and one charge for radiology. KVH  
12 provided a 46% discount to the total charges.

13 62. The following day, May 11, 2016, Sergeant Holt responded to Mr. Lambert's two  
14 grievance forms and determined them to be "Unfounded." Specifically, in response to the May  
15 10th grievance form, Sgt. Holt stated, "your medical needs are being adequately addressed by  
16 multiple medical professionals."

17 63. On May 13, 2016, Mr. Lambert returned to KVH again for another round of lab  
18 work. KVH again provided a 46% discount to the total charges.

19 64. On May 15, 2016, Mr. Lambert was taken to KVH for emergency services. The  
20 Hospital determined that Mr. Lambert was experiencing moderate erythema from his right lower  
21 leg, extending to his ankle. KVH again provided a 46% discount to the total charges.

22 65. Mr. Lambert returned yet again to KVH on May 19, 2016, for another round of  
23 emergency services. KVH again applied a 46% discount to the total charges.

66. According to the physician notes from the May 19 visit, Mr. Lambert had suffered  
from a bilateral edema and "rubor/calor/dolor" of the lower extremities the week before. After an

1 initial dose of IV antibiotics in the ER, there was initial improvement, but his condition got  
2 worse again and his leg was “now red, painful and swollen again.”

3 67. Mr. Lambert would return the following day, May 20, for IV therapy, more  
4 laboratory work, an ultrasound, and outpatient treatment. KVH applied a 46% discount to the  
5 total charges.

6 68. According to the inmate medical logs, Mr. Lambert likely was suffering from  
7 Methicillin-resistant Staphylococcus Aureus (MRSA) or cellulitis, both very painful diagnoses  
8 which required intensive antibiotic treatment.

9 **F. KCCC Informs Mr. Lambert That He Is Financially Responsible for KCCC’s Share**  
10 **of the Costs of Medical Care Provided by KVH and Rejects Mr. Lambert’s**  
11 **Grievances Disputing the Alleged Debt.**

12 69. On August 10, 2016, Mr. Lambert submitted a Grievance Form informing KCCC  
13 that he had received a “stack of receipts” totaling \$11,422.52 and that he disputed the Jail’s  
14 attempt to make him responsible for the medical care costs.

15 70. Lieutenant Bunton responded on August 17, 2016, stating, “your medical bills are  
16 your responsibility Attached to this grievance is the form [the Notice of Indebtedness] you  
17 signed acknowledging receipt when you were booked into our facility. It states you will be billed  
18 for medical services while incarcerated.”

19 71. On January 22, 2017, Mr. Lambert submitted a Grievance Form informing KCCC  
20 that he continued to believe that he should not be responsible for payment.

21 72. Sergeant Holt responded on January 23, 2017, claiming that “not only did you  
22 request [health care], you wrote multiple grievances expressing your desire for better care. You  
23 are always free to refuse medical care. You actually have multiple requests for treatment and  
making sure treatment continues as you think necessary. Unfounded.”

1           73.     Mr. Lambert appealed Sgt. Holt's determination on January 23, 2017.

2           74.     Lieutenant Bunton responded to the appeal on January 25, 2017:

3     As discussed in person, the last receipt provided to you showing the balance due from  
4     services rendered at the hospital was billed to you on August 8<sup>th</sup>, 2016. You grieved this  
5     same issue on August 10, 2016. At that time you should have appealed the sergeant's  
6     response but chose not to. However, I attempted to explain this in person to you today  
7     and you were not satisfied with my answer. Also, when you were booked you signed a  
8     notice of indebtedness on March 17, 2016 explaining you would be charged for  
9     healthcare...you signed the notice of indebtedness when you were booked making you  
10    aware you would be responsible for health services rendered while in custody, you could  
11    have also refused the medical attention to staff and signed that form if you so desired.  
12    The response you received from Sargent Holt on Jan. 23, 2017 will stand, and your  
13    appeal is unfounded.

14           75.     That same day, Mr. Lambert submitted another appeal with respect to Sergeant  
15    Holt's decision and Lieutenant Bunton's decision on appeal.

16           76.     On January 26, 2017, Commander Hocter stated, "When you point out inmate  
17    medical fee guidelines this is in reference to the corrections center physician. The fee that an  
18    inmate is charged is \$20.00...you were receiving treatment from the hospital and not monitoring.  
19    Please re-read Sgt. Holt and Lt. Buntin's [sic] response because they are both correct."

20           77.     As of February 10, 2017, the amount of the alleged debt was \$12,820.59.

21    **G.     Mr. Lambert Was Indigent at All Relevant Times.**

22           78.     During his detention at KCCC, jail staff were aware, or should have been aware,  
23    that Mr. Lambert had no financial resources.

          79.     On March 17, 2016, the day Mr. Lambert was booked into KCCC, the jail's own  
Emergency Medical Information form identifies that Mr. Lambert was unemployed and had no  
insurance.





1           86.     Mr. Lambert's rights are affected under the statute at interest in this case, RCW  
2 70.48.130. Pursuant to the Uniform Declaratory Judgment Act, RCW 7.24.020, this Court may  
3 determine any question of construction or validity arising under a statute.

4           87.     Mr. Lambert's interests are within the zone of interests protected by RCW  
5 70.48.130, which governs when and whether a person confined in a county jail is financially  
6 responsible for the costs of emergency or necessary care received when so confined.

7           88.     Mr. Lambert has an injury in fact resulting from Defendants' actions and  
8 inactions as alleged herein. Threatening to collect a debt that Mr. Lambert does not owe is an  
9 injury to his economic interests.

10          89.     The Jail's responses to Mr. Lambert's grievances make clear there is a dispute  
11 between the parties as to whether the Jail can lawfully pass through the substantial costs of his  
12 emergency and necessary medical care to an indigent person. A judicial determination of this  
13 issue will be final and conclusive.

14          90.     Mr. Lambert is entitled to a declaration that Defendants violated RCW 70.48.130  
15 because KCCC did not make the required assessment of Mr. Lambert's ability to pay for the  
16 medical care he received at KVH, which would have confirmed that he was unable to be  
17 financially responsible for the cost of that care.

18          91.     Mr. Lambert is also entitled to a declaration that Defendants improperly attempted  
19 to shift the cost of medical expenses to Mr. Lambert. KCCC added the charges to his Jail  
20 account. Demanding payment for the costs of emergency and necessary care violates RCW  
21 70.48.130 because he had no ability to pay.

22          92.     Mr. Lambert requests further relief, as permitted by RCW 7.24.080, in the form of  
23 an injunction as set forth in the Prayer for Relief herein.





1 void and unenforceable;

2 C. For the issuance of a preliminary and permanent injunction requiring Defendants  
3 to:

- 4 i. Eliminate all medical debt that was unlawfully charged to Mr. Lambert's  
5 commissary account;
- 6 ii. Assess an individual's financial circumstances at the time of booking  
7 consistent with RCW 70.48.130(4);
- 8 iii. Implement a policy that informs all individuals detained at KCCC of  
9 KCCC's responsibility to cover the costs of all health care services  
10 depending on the individual's indigency status;
- 11 iv. Refrain from requiring individuals detained in KCCC to sign forms and/or  
12 other documents, including but not limited to, the Notice of Indebtedness,  
13 the Emergency Medical Information form, and the Health Services Kite  
14 forms Mr. Lambert was required to sign, that purport to document their  
15 agreement to be financially responsible for all medical costs,  
16 notwithstanding indigency, in contravention of RCW 70.48.130;
- 17 v. Train all KCCC staff and administrative personnel to comply with the  
18 practices and policies implemented as a result of the Court's order on  
19 injunctive relief.

20 D. For an award of Plaintiffs' attorneys' fees and costs as provided by law, including  
21 but not limited to an award of costs pursuant to RCW 7.24.100;

22 E. For such other relief as the Court deems just, proper, and equitable.

23 DATED this 11<sup>th</sup> day of March 2020.

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