

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

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

ROBERT MIKEL LAMBERT,  
Plaintiff/Petitioner,

No. 20-2-00874-39

v.

ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT

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/Respondents.

*on March 31, 2023,*

This matter came before the Court <sup>on March 31, 2023,</sup> on the Plaintiff's Motion for Summary Judgment. The Court heard oral argument of counsel and considered the pleadings and documents filed in support and opposition to this motion. Based on the foregoing, the Court finds:

1. There are no genuine issues of material fact in dispute. ~~Both parties relied on the Defendant/Respondents' policies, forms, and written decisions.~~ <sup>tsm</sup> The question before the Court is purely a question of law.

1 2. Respondents' template agreements are contrary to the plain language of RCW 70.48.130,  
2 making them unenforceable. Specifically, the language of the forms placing the burden  
3 on the individual to make payment arrangements directly with health care providers is  
4 contrary to the mandate of RCW 70.48.130 that the governing unit shall be responsible  
5 for payment. ~~Also, the same language is contrary to the intent of the statute that governing~~  
6 ~~units and health care providers work together to achieve the best rates possible consistent~~  
7 ~~with adequate care.~~ The template forms signed by Mr. Lambert making him responsible  
8 for all medical care costs are unenforceable and void.

9 3. Even if the plain language is ambiguous, Respondents' actions are also contrary to the  
10 intent of RCW 70.48.130. Mr. Lambert was indigent at the time he was arrested, booked,  
11 and detained at the Kittitas County Jail. The intent of the statute as expressed in *Leonard*  
12 is that the jail, in such situations, is to submit Mr. Lambert's medical expenses for a  
13 determination of his ability to pay at the judgment and sentencing phase. *See State v.*  
14 *Leonard*, 184 Wn.2d 505, 507-08 (2015). Not submitting the costs for a judge to review,  
15 holding the expenses, and sending them to collections contradicts the intent of the  
16 statutory scheme.

17 4. For the same reasons outlined above, the template agreements used in Mr. Lambert's case  
18 are void as against public policy.

19 ~~5. For the same reasons outlined above, the template agreements used in Mr. Lambert's case~~  
20 ~~are substantively unconscionable. Specifically, the benefits gained by the Jail by being~~  
21 ~~able to rely on their template agreements, and at the same time rely on the statute,~~  
22  
23

1 ~~outweigh and override the statutory protections afforded to Mr. Lambert under RCW~~  
2 ~~70.48.130.~~

3 6. For the same reasons as outlined above, KCCC's policy and process of imposing medical  
4 debt without an analysis of ability to pay, relying entirely on a boilerplate notice, and  
5 without any procedural protections either at imposition, or at the time of transfer for  
6 collection action by Armada, a collection agency, is violative of Mr. Lambert's due  
7 process rights.

8 ~~7. For the same reasons as outlined above, the decision by KCCC to hold on to Mr.~~  
9 ~~Lambert's debt rather than transmit it for consideration of his ability to pay that debt by a~~  
10 ~~judge, is violating of Mr. Lambert's equal protection rights by stripping Mr. Lambert of~~  
11 ~~debt protections that are afforded to other indigent debtors.~~

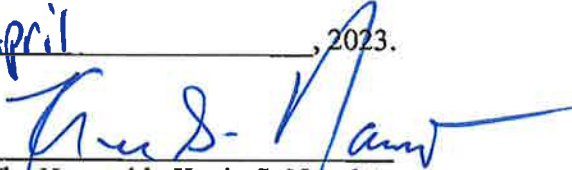
12 Based on the above findings, the Court hereby **ORDERS**:

- 13 1. Plaintiff/Petitioner's Motion for Summary Judgment is GRANTED.
- 14 2. The template forms used by Respondent to hold Petitioner financially responsible for the  
15 costs incurred in providing medical services are unenforceable and void.
- 16 3. Defendants are to Discharge all medical debt that was unlawfully attributed to Mr.  
17 Lambert's account, and Defendants shall alert any collections agencies they sent the debt  
18 to that it has been discharged.
- 19 4. Defendants are to rewrite their policies and template forms to comply with the RCW  
20 70.48.130, consistent with this decision. Specifically:
  - 21 a. Create a policy and procedure that identifies the resources available to an  
22 individual at the time of booking.

- 1 b. Implement a policy and procedure that informs all individuals detained at KCCC  
2 of the Jail's responsibility to cover the costs of all health care services depending  
3 on the individual's indigency status.
- 4 c. Create a process and procedure to send medical debts for a determination by a  
5 judge as a part of the judgment and sentence. KS

6 ~~5. Defendants will train and instruct their staff on how to comply with and answer questions~~  
7 ~~related to RCW 70.48.130.~~

8 DATED this 17 day of April, 2023.

9   
10 The Honorable Kevin S. Naught  
11 Yakima County Superior Court Judge

12 Presented by:

13 COLUMBIA LEGAL SERVICES  
14 101 Yesler Way, Suite 300  
15 Seattle, WA 98104  
(206) 464-0838

16 s/ Tony Gonzalez  
17 Tony Gonzalez, WSBA #47771  
tony.gonzalez@Columbialegal.org  
18 Alison Bilow, WSBA #49823  
Alison.Bilow@Columbialegal.org  
Attorneys for Plaintiff

19 CIVIL SURVIVAL  
20 PO BOX 634  
Port Orchard, WA 98366  
21 (206) 392-0050, ext. 701

22 Prachi Dave, WSBA #50498  
Prachi.dave@civilsurvival.org  
23 Of Attorneys for Plaintiff