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CASE NUMBER: 16-2-02870-5 KNT

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5 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
6 **IN AND FOR THE COUNTY OF KING COUNTY**
7

8 PAUL HAMAKER, individually and as a
9 putative class representative, and
10 JOSEPHINE HAMAKER, individually and
11 as a putative class representative,

12 Plaintiffs,

13 vs.

14 HIGHLINE MEDICAL CENTER, a
15 Washington non-profit corporation,
16 REBECCA A. ROHLKE, individually, on
17 behalf of the marital community and as
18 agent of non-party Hunter Donaldson;
19 JOHN DOE ROHLKE, on behalf of the
20 marital community; RALPH
21 WADSWORTH, individually, on behalf of
22 the marital community, and as agent of non-
23 party Hunter Donaldson, JANE DOE
24 WADSWORTH, on behalf of the marital
25 community; TIM CARDA, individually, on
26 behalf of the marital community, and as
agent of non-party Hunter Donaldson, JANE
DOE CARDA, on behalf of the marital
community; GRACIELA PULIDO,
individually, on behalf of the marital
community and as agent of non-party
Hunter Donaldson, JOHN DOE PULIDO,
on behalf of the marital community,
KIMBERLY WADSWORTH, individually,
on behalf of the marital community and as
agent of non-party Hunter Donaldson, and
JOHN DOE WADSWORTH, on behalf of
the marital community,

Defendants.

CLASS ACTION

NO.

**COMPLAINT FOR DAMAGES AND
DECLARATORY AND INJUNCTIVE
RELIEF**

1
2 COMES NOW Plaintiffs Paul Hamaker and Josephine Hamaker, individually and on
3 behalf of all others similarly situated, by and through their attorneys, Darrell L. Cochran and
4 Pfau, Cochran, Vertetis, Amala, PLLC., and hereby file this class action complaint against
5 Defendants Highline Medical Center (“Highline”), Rebecca A. Rohlke (“Rohlke”), John Doe
6 Rohlke, Ralph Wadsworth (“Wadsworth”), Jane Doe Wadsworth, Tim Carda (“Carda”), Jane
7 Doe Carda, Graciela Pulido (“Pulido”), John Doe Pulido, Kimberly Wadsworth (“K.
8 Wadsworth”) and John Doe Wadsworth alleging as follows:
9

10 **I. INTRODUCTION**

11 1.1 Under RCW 60.44.010, a lien for medical services can only be filed by public
12 and private operators of hospital and ambulance services and every licensed nurse, practitioner,
13 physician, and surgeon who renders service or transportation and care for a patient with a
14 traumatic injury as a result of a tort. The lien attaches to any claim or right of action that the
15 patient has *against the tortfeasor* responsible for the traumatic injury and/or his/her insurer for
16 the value of the medical services.
17

18 1.2 Also under RCW 60.44.010, all liens for medical services rendered to any one
19 person as a result of any one accident or event shall not exceed twenty-five percent (25%) of
20 the amount of an award, verdict, report, decision, decree, judgment, or settlement.
21

22 1.3 In order to be a valid medical lien, a health care provider must sign the claim
23 and have it lawfully notarized under RCW 60.44.020.

24 1.4 Also under RCW 60.44.020, no person shall be entitled to a medical services
25 lien *unless* such person files and records a notice of claim within twenty days after the date of
26

1 such injury or receipt of care, or before settlement is accomplished and payment is made to the
2 injured person.

3 1.5 RCW 60.44.020 also requires lien holders either to collect on or enforce the
4 medical services lien themselves or designate a collection agency licensed under chapter 19.16
5 RCW to collect on their behalf. Similarly, RCW 19.16.100(4)(e) includes “[a]ny person or
6 entity attempting to enforce a lien under chapter 60.44 RCW other than the person or entity
7 originally entitled to the lien” within the definition of “collection agency.”
8

9 1.6 RCW 60.44.020 further requires persons claiming liens to disclose their use of
10 medical services liens under chapter 60.44 as part of the person’s billing and collection
11 practices.

12 1.7 RCW 60.44.020 additionally requires the lien claimant or his or her assignee to
13 prepare and execute a release of all lien rights within 30 days of payment or settlement and
14 acceptance of the amount due to the lien claimant or his or her assignee.
15

16 1.8 On or about 2010 thru present, Defendant Highline has authorized non-party
17 Hunter Donaldson, a California firm with Florida ties that specializes in collecting third-party
18 liability claims, to act as its agent and signatory for the purpose of filing medical liens in
19 Highline County, Washington.
20

21 1.9 Defendants Rebecca Rohlke and Ralph Wadsworth are daughter and father, and
22 are signatories and agents and/or principals of non-party Hunter Donaldson. Defendant Tim
23 Carda is another agent and principal of non-party Hunter Donaldson. Defendant Graciela
24 Pulido is a signatory on hundreds of medical services liens for Defendant Highline and is
25 believed to be an authorized agent of non-party Hunter Donaldson. Defendant Kimberly
26

1 Wadsworth is also a signatory on medical services liens, believed to be the ex-spouse of
2 Defendant Ralph Wadsworth and has acted as an authorized agent of non-party Hunter
3 Donaldson.

4 1.10 Non-party Hunter Donaldson is not presently and never has been registered to
5 conduct business in Washington State as a collection agency under RCW 19.16. Similarly,
6 none of the individuals acting for non-party Hunter Donaldson, including Defendants Rebecca
7 Rohlke, Ralph Wadsworth, Tim Carda, Graciela Pulido and/or Kimberly Wadsworth are
8 registered as a collection agents under RCW 19.16.
9

10 1.11 In 2010, non-party Hunter Donaldson, Defendant Ralph Wadsworth, and
11 Defendant Rebecca A. Rohlke agreed and acted in concert to fraudulently register Rebecca A.
12 Rohlke as a Washington State notary allegedly living in Pierce County when she was actually
13 a resident of California and not properly qualified under RCW 42.44.020 to be a Washington
14 State notary.
15

16 1.12 Upon information and belief, from approximately 2010 to 2013, non-party
17 Hunter Donaldson, Defendant Rebecca A. Rohlke, Defendant Tim Carda and Defendant Ralph
18 Wadsworth falsified and then recorded with the Highline County Auditor hundreds of medical
19 liens on behalf of Defendant Highline by improperly signing and knowingly using a notary not
20 properly authorized under Washington law.
21

22 1.13 Upon information and belief, from 2013 to present, non-party Hunter
23 Donaldson, Defendant Rohlke, Defendant Wadsworth, Defendant Carda Defendant Pulido and
24 Defendant Kimberly Wadsworth have signed, filed and sent hundreds more medical service
25
26

1 liens which are improperly signed and filed on behalf of Defendant Highline in violation of
2 RCW 60.44.020.

3 1.14 Upon information and belief, non-party Hunter Donaldson, Defendant Rohlke,
4 Defendant Wadsworth, Defendant Carda, Defendant Kimberly Wadsworth and Defendant
5 Pulido sent copies of their invalid liens and demand letters on behalf of Defendant Highline and
6 made telephone calls to patients, attorneys and third-party insurers representing that Defendants
7 are entitled to payment or actually collected on their liens amounts in excess of twenty-five
8 percent (25%) of the total recovery as capped by RCW 60.44.010.

9
10 1.15 Upon information and belief, non-party Hunter Donaldson, Defendant Rohlke,
11 Defendant Wadsworth, Defendant Carda, Defendant Pulido, Defendant Kimberly Wadsworth
12 and Defendant Highline have sent copies of their invalid liens and demand letters and made
13 telephone calls to patients, attorneys and third-party insurers representing that Defendants are
14 entitled to payment or actually collected on their liens from patients' underinsured or uninsured
15 motorists insurance (UIM), even though medical services liens are only applicable to payments
16 by the third-party tortfeasor, not first-party insurance such as UIM policies.

17
18 1.16 Upon information and belief, non-party Hunter Donaldson, Defendant Rohlke,
19 Defendant, Defendant Carda, Defendant Kimberly Wadsworth, Defendant Pulido and
20 Defendant Highline have also violated Washington law which requires under a "common fund"
21 equitable basis that as beneficiaries of an injured party's recovery from a third-party tortfeasor,
22 Defendants should have equitably shared the costs and fees of the recovery. *Mahler v. Szuchs*,
23 135 Wn.2d 398, 957 P.2d 632, 966 P.2d 305 (1988); *see also, Matsyuk v. State Farm Fire &*
24 *Cas. Co.*, 173 Wn.2d 643, 272 P.3d 802 (2012), *Winters v. State Farm Mut. Auto. Ins. Co.*, 144
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1 Wn.2d 869, 31 P.3d 1164 (2001), *Hamm v. State Farm Mut. Auto. Ins. Co.*, 151 Wn.2d 303, 88
2 P.3d 395 (2004).

3 1.17 Upon information and belief, non-party Hunter Donaldson, Defendant Rohlke,
4 Defendant Wadsworth, Defendant Carda, Defendant Kimberly Wadsworth, Defendant Pulido
5 and Defendant Highline have also violated RCW 48.80.030(5), existing contracts and
6 Highline's own policies by filing medical services liens against the recovery of traumatic injury
7 patients instead of billing commercial medical insurance.
8

9 1.18 Defendants' deceptive and unlawful medical lien practice has caused financial
10 harm to Plaintiff and to the proposed class by obstructing, delaying settlement of claims and by
11 extorting payments from patients via third-party damage recoveries through the use of invalid
12 liens. Defendants' lien practice has also violated state law by extracting payments of more than
13 25% of injured patient's total recovery, circumventing the "common fund" doctrine, and
14 bypassing commercial medical insurance for medical services liens. If left unchecked,
15 Defendants' actions will continue to mislead and deceive a substantial portion of the public.
16

17 II. PARTIES

18 2.1 Plaintiffs and Class Representatives, Paul and Josephine Hamaker, received
19 healthcare services from Defendant Highline in King County for traumatic tort injuries, and
20 were subsequently defrauded by the unlawful lien and lien collection practice of non-party
21 Hunter Donaldson, Defendant Rohlke, Defendant Wadsworth, Defendant Carda, Defendant
22 Kimberly Wadsworth and Defendant Pulido on behalf of Defendant Highline.
23
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1 2.2 Non-party Hunter Donaldson was and continues to be a foreign Limited Liability
2 Company based in California doing business in Washington State. Non-party Hunter
3 Donaldson Hunter Donaldson is currently under Chapter 7 Bankruptcy protection and therefore
4 cannot and is not named as a party at this point in the above-entitled action.

5 2.3 At all times material hereto, Defendant Highline is/was a non-profit corporation
6 duly authorized and licensed by the State of Washington to operate healthcare facilities and
7 provide healthcare services.
8

9 2.4 Defendant Rebecca A. Rohlke is/was a resident of the State of California, acting
10 as an agent of Hunter Donaldson, and improperly using a notary public commission for the
11 State of Washington to do business in Washington on behalf of non-party Hunter Donaldson,
12 and Defendant Highline. Rohlke has also acted as an agent of non-party Hunter Donaldson
13 when improperly signing and collecting monies as an agent of medical services lien claimant,
14 Defendant Highline.
15

16 2.5 At all times material hereto, Defendant John Doe Rohlke was/is married to
17 Defendant Rebecca A. Rohlke and together they constitute a marital community. All actions
18 taken by Defendant Rebecca A. Rohlke as alleged in the Complaint herein are for the benefit
19 of her marital community.
20

21 2.6 At all times material hereto Defendant Ralph Wadsworth is/was an owner and
22 principal of non-party Hunter Donaldson and a resident of the State of California, who
23 improperly signed, created and/or recorded illegal medical liens and collected monies for the
24 benefit of himself, his marital community, non-party Hunter Donaldson and Defendant
25 Highline.
26

1 2.7 At all times material hereto, Defendant Jane Doe Wadsworth was/is married to
2 Defendant Ralph Wadsworth and together they constitute a marital community. All actions
3 taken by Defendant Ralph Wadsworth as alleged in the Complaint herein are for the benefit of
4 his marital community.

5 2.8 At all times material hereto Defendant Tim Carda is/was an owner and principal
6 of non-party Hunter Donaldson and a believed to be a resident of the State of California and/or
7 the State of Florida, who improperly signed, created and/or recorded unlawful medical liens or
8 directed the use of improperly signed, created and/or recorded medical unlawful medical
9 services liens and collected monies for the benefit of himself, his marital community, non-party
10 Hunter Donaldson and Defendant Highline.

11 2.9 At all times material hereto, Defendant Jane Doe Carda was/is married to
12 Defendant Tim Carda and together they constitute a marital community. All actions taken by
13 Defendant Tim Carda as alleged in the Complaint herein are for the benefit of his marital
14 community.

15 2.10 Defendant Graciela Pulido is believed to have been and/or is a resident of the
16 State of California, acted as an agent of non-party Hunter Donaldson, and improperly signed
17 medical services liens and collected monies as an alleged agent of medical services lien
18 claimant, Defendant Highline.

19 2.11 At all times material hereto, Defendant John Doe Pulido was/is married to
20 Defendant Graciela Pulido and together they constitute a marital community. All actions taken
21 by Defendant Graciela Pulido as alleged in the Complaint herein are for the benefit of his
22 marital community.

1 on behalf of non-party Hunter Donaldson and Defendant Highline. Wadsworth is the father of
2 Defendant Rebecca Rohlke.

3 3.5 Defendant Tim Carda is/was a principal with non-party Hunter Donaldson and
4 was responsible for executing and filing hundreds liens filed in King County and recorded with
5 the King County Auditor's Office that were purportedly signed on behalf of non-party Hunter
6 Donaldson and Defendant Highline.

7
8 3.6 Defendant Graciela Pulido has executed under oath hundreds liens filed in King
9 County and recorded with the King County Auditor's Office that were purportedly signed on
10 behalf of non-party Hunter Donaldson and Defendant Highline.

11 3.7 Defendant Kimberly Wadsworth has also executed under oath liens filed in King
12 County and recorded with the King County Auditor's Office that were purportedly signed on
13 behalf of non-party Hunter Donaldson and Defendant Highline.

14
15 3.8 Defendant Highline's headquarters and its principal place of business were and
16 currently are in Burien, King County, Washington.

17 3.9 The acts giving rise to this complaint occurred in King County, Washington.

18 3.10 As such, this Court has jurisdiction over this matter pursuant to the State
19 Constitution Art. 4 § 6 and RCW 2.08.010, and venue is proper in this Court pursuant to RCW
20 4.12.020 and 4.12.025.
21

22 **IV. STATEMENT OF FACTS**

23 4.1 Plaintiffs and Class Representatives Paul and Josephine Hamaker received
24 healthcare services on or about May 20, 2012 from Defendant Highline for traumatic injuries
25
26

1 caused by a third party tortfeasor in a motor vehicle collision. Plaintiffs Hamakers and Class
2 Representatives had existing medical insurance coverage at the time they received healthcare
3 services from Highline. In each case, Highline authorized non-party Hunter Donaldson to act
4 as its agent for the purpose of filing a notice of medical lien pursuant to RCW 60.44.010.

5 4.2 Highline treated Plaintiffs' traumatic injuries in King County, Washington, but
6 chose not to bill Plaintiffs' existing medical insurance.

7 4.3 On or July 12, 2012, on or about May 31, 2013, and on or about May 8, 2014,
8 non-party Hunter Donaldson recorded a medical service liens under RCW 60.44.010 with the
9 King County Recorder's office on behalf of Defendant Highline against Plaintiffs' claims or
10 rights of action against the tortfeasor responsible for their traumatic injuries.

11 4.4 The liens outlined in the introductory paragraphs and purportedly signed by non-
12 party Hunter Donaldson on behalf of Defendant Highline are invalid because they were not
13 properly subscribed by the claimant and/or verified before a person authorized to administer
14 oaths as required by RCW 60.44.020.

15 4.5 Further, non-party Hunter Donaldson is not a recognized claimant under
16 Washington's medical lien statute and therefore the signatures of its managing partner
17 Defendant Ralph Wadsworth's, his daughter Rebecca Rohlke or Graciela Pulido are insufficient
18 to act as the signature of Highline.

19 4.6 Additionally, the notary on hundreds of these liens including the ones against
20 Plaintiffs recorded on or about July 12, 2012, Rebecca A. Rohlke, also a Hunter Donaldson
21 employee, is not authorized under RCW 42.44.020 to administer oaths in this state because she
22 was not a resident of Washington, Oregon, or Idaho—rather, she is, and always has been at all
23
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25
26

1 material times, a resident of California who falsely claimed to be a Washington resident.
2 Rohlke has subsequently forfeited her Washington notary and is barred from ever re-applying
3 to be a notary in the State of Washington.

4 4.7 Also, the jurat accompanying the attestation of Rebecca A. Rohlke, purportedly
5 acting as a notary public in and for the State of Washington, was equally deficient in that it
6 contained a falsely made sworn statement. While alleging to be made in King County,
7 Washington, upon information and belief, the sworn statement (ss.) was actually made in the
8 State of California.

9
10 4.8 Non-party Hunter Donaldson, Defendant Rohlke, Defendant Wadsworth,
11 Defendant Carda, Defendant Pulido, Defendant Kimberly Wadsworth and Defendant Highline
12 used these invalid and fraudulent liens they created and filed to encumber Plaintiff's property
13 rights with medical liens, often delaying third party recoveries as a result.

14
15 4.9 Defendants Rohlke, Wadsworth, Carda, Pulido, and Kimberly Wadsworth,
16 working with non-party Hunter Donaldson, also used the invalid and fraudulent liens they
17 created and filed to obtain payment from the plaintiffs for medical services provided by
18 Defendant Highline.

19 4.10 Upon information and belief, Defendants and non-party Hunter Donaldson have
20 initiated and threatened to initiate litigation against plaintiffs unless they and proposed class
21 members made payment on the invalid liens.

22
23 4.11 Non-party Hunter Donaldson, by and through Defendants Rohlke, Wadsworth,
24 Carda, Pulido, and Kimberly Wadsworth and Defendant Highline have sent copies of their
25 invalid liens and letters or made telephone calls to patients, attorneys and third-party insurers
26

1 representing that Defendants are entitled to payment or Defendants have actually collected on
2 these invalid and unlawful liens.

3 4.12 Upon information and belief, non-party Hunter Donaldson, Defendants Rohlke,
4 Wadsworth, Carda, Pulido and Kimberly Wadsworth and Defendant Highline have also
5 violated Washington law which requires under a “common fund” equitable basis that as
6 beneficiaries of an injured party’s recovery from a third-party tortfeasor, Defendants should
7 have equitably shared the costs and fees of the recovery. *Mahler v. Szuchs*, 135 Wn.2d 398,
8 957 P.2d 632, 966 P.2d 305 (1988); *see also, Matsyuk v. State Farm Fire & Cas. Co.*, 173
9 Wn.2d 643, 272 P.3d 802 (2012), *Winters v. State Farm Mut. Auto. Ins. Co.*, 144 Wn.2d 869,
10 31 P.3d 1164 (2001), *Hamm v. State Farm Mut. Auto. Ins. Co.*, 151 Wn.2d 303, 88 P.3d 395
11 (2004).
12

13 4.13 Upon information and belief, non-party Hunter Donaldson, Defendants Rohlke,
14 Wadsworth, Carda, Pulido and Kimberly Wadsworth and Defendant Highline have also
15 violated RCW 48.80.030(5), existing contracts and Defendant Highline’s own policies by filing
16 medical services liens against the recovery of traumatic injury patients instead of billing
17 commercial medical insurance.
18

19 4.14 Defendant Highline and non-party Hunter Donaldson, by and through
20 Defendants Rohlke, Wadsworth, Carda, Pulido, and Kimberly Wadsworth have utilized these
21 same unlawful and misleading lien practices to obtain third-party settlement funds from
22 hundreds of Defendant Highline’s patients in King County.
23

24 4.15 On or about April 2015, Plaintiffs agreed to a settlement from the liable third-
25 party tortfeasor. Despite the invalid nature of the medical services liens, non-party Hunter
26

1 Donaldson, by and through Defendants Rohlke, Wadsworth, Carda, Pulido and Kimberly
2 Wadsworth continued to demand payment from Plaintiffs on behalf of Defendant Highline.

3 4.16 Also on or about April 2015, Plaintiffs paid Defendants approximately \$1000.00
4 as a result of the invalid medical services liens.
5

6 V. CLASS ALLEGATIONS

7 5.1 Plaintiffs bring this action on behalf of themselves and the class pursuant to CR
8 23.
9

10 5.2 **Class Definition:** Plaintiffs propose the following class definition:

11 a. **Damages Class A** - Subjected to non-party Hunter Donaldson's liens
12 and lien practice on behalf of Defendant Highline and have paid the amount of the lien as a
13 result. All persons in the State of Washington: (1) who have received health care benefits from
14 Highline for traumatic injuries caused by responsible third party tortfeasors; (2) who obtained
15 recoveries against third parties for injuries and/or damages, (3) whose recoveries have been
16 subjected to Defendant Highline's/non-party Hunter Donaldson's liens and/or lien enforcement
17 practices; and (4) who paid non-party Hunter Donaldson and/or Defendant Highline a portion
18 of their third-party recovery in satisfaction of the invalid lien.
19

20 b. **Damages Class B** - Subjected to non-party Hunter Donaldson's lien
21 practice on behalf of Defendant Highline and have monies in trust pursuant to RCW 60.44 et
22 seq. All persons in the State of Washington: (1) who received health care treatment from
23 Highline for traumatic injuries caused by responsible third party tortfeasors; (2) who obtained
24 recoveries against liable third parties for injuries and/or damages, (3) whose recoveries were
25
26

1 subjected to non-party Hunter Donaldson's liens and/or lien enforcement practices on behalf of
2 Defendant Highline and; (4) whose recoveries are being held in trust until the validity or lack
3 thereof of Defendants' medical services liens is determined.

4
5 **c. Declaratory Relief Class A** – Subjected to non-party Hunter
6 Donaldson's liens on behalf of Defendant Highline. All Persons in the State of Washington:
7 (1) who received health care treatment from Defendant Highline for traumatic injuries caused
8 by responsible third party tortfeasors; and (2) whose claim or right of action against the
9 tortfeasor responsible for his/her traumatic injuries is or was subjected to non-party Hunter
10 Donaldson's liens on behalf of Defendant Highline.

11
12 **e. Injunctive Relief Class A** – Subjected to non-party Hunter Donaldson's
13 lien practice on behalf of Defendant Highline and have monies in trust pursuant to RCW 60.44
14 et seq. All persons in the State of Washington: (1) who received health care treatment from
15 Defendant Highline for traumatic injuries caused by responsible third party tortfeasors; (2) who
16 obtained recoveries against liable third parties for injuries and/or damages, (3) whose recoveries
17 were subjected to non-party Hunter Donaldson's liens and/or lien enforcement practices on
18 behalf of Defendant Highline, and; (4) whose recoveries are being held in trust until the validity
19 or lack thereof of Defendants' medical services liens is determined.

20
21 **f. Injunctive Relief Class B** – Subjected to non-party Hunter Donaldson's
22 lien practice on behalf of Defendant Highline. All persons in the State of Washington: (1) who
23 received health care treatment from Defendant Highline for traumatic injuries caused by
24 responsible third party tortfeasors; and (2) whose claim or right of action against the tortfeasor
25
26

1 responsible for his/her traumatic injuries is or was subjected to non-party Hunter Donaldson's
2 liens and/or lien enforcement practices on behalf of Defendant Highline.

3 **Numerosity:** Plaintiffs' proposed class and sub-classes, as defined by CR 23(b),
4 consists of thousands of persons who received health care treatment from Defendant Highline
5 for traumatic injuries caused by responsible third party tortfeasors and who have been subjected
6 to Defendants' liens and/or lien enforcement practices. As such, the class is so numerous that
7 joinder of all members is impractical.
8

9 5.3 **Typicality:** The plaintiffs' claims and/or defenses are typical of the claims
10 and/or defenses of the class in that the other class members have suffered and will continue to
11 suffer property loss, including but not limited to, loss of monies, due to the defendants' lien
12 enforcement practice.
13

14 5.4 **Named Class Members Identifiable.** Class members can be identified, upon
15 information and belief, through Defendant Highline's, Defendants Rohlke, Wadsworth, Carda,
16 Pulido and Kimberly Wadsworth's lien claims records and/or information in the defendants'
17 and/or non-party Hunter Donaldson's possession or control concerning liens and subrogation
18 demands.
19

20 5.5 **Adequacy of Representation:** The plaintiff and putative class will fairly and
21 adequately protect the class because (1) plaintiff has retained counsel that is competent and
22 experienced in the prosecution of such litigation, (2) plaintiff and her counsel are aware of no
23 conflicts of interest between plaintiff and absent class members or otherwise; and (3) plaintiff
24 is knowledgeable concerning the subject matter of this action and will assist counsel in the
25 prosecution of this litigation.
26

1 5.6 This lawsuit involves questions of law and fact that are common to the class.

2 5.7 **Common Questions of Law and Fact:** Questions of law and fact which are
3 common to the class with respect to the claims against Defendants predominate over any
4 individual questions. Among such questions of law and fact are:
5

- 6 A. Whether Defendant Highline holds valid RCW 60.44.010 medical liens under
7 Washington law in light of deficiencies and material misrepresentations made
8 by non-party Hunter Donaldson and its owners, principals and agents?
9
10 B. Whether Defendant Highline is authorized under Washington law to retain a
11 non-licensed, out-of-state third party company and its owners, principals and
12 agents to execute, record and collect on its RCW 60.44.010 medical liens?
13
14 C. Whether non-party Hunter Donaldson and its owners, principals and agents
15 should be licensed as collection agents and/or a collection agency in the State of
16 Washington in order to pursue collection of medical services liens pursuant to
17 RCW 60.44 et seq.?
18
19 D. Whether medical lien signatory Defendant Ralph Wadsworth, as an alleged
20 “agent”, is a “claimant” authorized to subscribe and attest to the information
21 included in the lien filed with the county auditor pursuant to RCW 60.44.020?
22
23 E. Whether Defendant Rebecca A. Rohlke, is qualified under RCW 42.44.020 to
24 notarize medical services liens?
25
26 F. Whether Defendant Rebecca A. Rohlke’s jurat containing the sworn statement
27 (ss.) that each Notice of Claim was notarized in King County, Washington is
28 inaccurate and otherwise false?
29
30 G. Whether all Defendants violated RCW 60.44.010 when they demanded payment
31 in excess of twenty-five percent (25%) of the total of the amount of an award,
32 verdict, report, decision, decree, judgment, or settlement received by a
33 traumatically injured individual.
34
35 H. Whether Defendants Rohlke, Wadsworth, Carda, Pulido, and Kimberly
36 Wadsworth and Defendant Highline have also violated Washington law which
37 requires under a “common fund” equitable basis that as beneficiaries of an
38 injured party’s recovery from a third-party tortfeasor, they should have equitably
39 shared the costs and fees of the recovery.

- 1 I. Whether Defendants Rohlke, Wadsworth, Carda, Pulido, and Kimberly
2 Wadsworth and Defendant Highline have violated RCW 48.80.030(5), existing
3 contracts and Defendant Highline's own policies by filing medical services liens
4 against the recovery of traumatic injury patients instead of billing commercial
5 medical insurance.
- 6 J. Whether Defendant Highline's and Defendants Rohlke, Wadsworth, Carda,
7 Pulido and Kimberly Wadsworth's lien practices violate the Consumer
8 Protection Act of the State of Washington and/or the consumer protection
9 statutes of various states, by using invalid liens to encumber plaintiffs' claims
10 and rights of action and to obtain third-party settlement funds?
- 11 K. Whether Defendant Highline and Defendants Rohlke, Wadsworth, Carda,
12 Pulido, and Kimberly Wadsworth should be required to disgorge the funds it has
13 already collected in derogation of Washington State's medical lien and
14 consumer protection laws.
- 15 L. Whether Defendant Highline and Defendants Rohlke, Wadsworth, Carda,
16 Pulido and Kimberly Wadsworth have converted Plaintiffs property by the
17 receipt of settlement funds received as a result of unlawful and invalid medical
18 services liens?
- 19 M. Whether Defendant Highline and Defendants Rohlke, Wadsworth, Carda,
20 Pulido, and Kimberly Wadsworth have been unjustly enriched by the receipt of
21 settlement funds received as a result of unlawful and invalid medical services
22 liens?
- 23 N. Whether Defendant Highline and Defendants Rohlke, Wadsworth, Carda,
24 Pulido and Kimberly Wadsworth acted in concert in order to create and record
25 unlawful and invalid medical services liens against Plaintiffs and proposed class
26 members?
- O. Whether the Court should enjoin Defendant Highline and Defendants Rohlke,
Wadsworth, Carda, Pulido and Kimberly Wadsworth from the practices
complained of herein?

5.8 There is a community of interest among the Class Members in obtaining appropriate compensatory damages and declaratory relief.

5.9 **Superiority:** A class action provides a fair and efficient method for adjudicating this controversy and is superior to the other methods of adjudication in that (1) neither the size

1 of the class, nor any other factor, make it likely that difficulties will be encountered in the
2 management of this action as a class action; (2) the prosecution of separate actions by individual
3 class members, or the individual joinders of all class members in this action is impracticable
4 and would create a massive and unnecessary burden on the resources of courts and could result
5 in inconsistent adjudications, while a single class action can determine, with judicial economy,
6 the rights of each member of the class, (3) because of the disparity of resources available to
7 defendants versus those available to individual class members, prosecution of separate actions
8 would work a financial hardship on many class members and (4) the conduct of this action as a
9 class action conserves the resources of the parties and the court system and protects the rights
10 of each member of the class and meets all due process requirements as to fairness to all parties.
11 A class action is also superior to maintenance of these claims on a claim by claim basis when
12 all actions arise out of the same circumstances and course of conduct.
13
14

15 **5.10 Individual Prosecution Unlikely and Unreasonable.** Plaintiffs and their
16 counsel are not aware of any interest that members of the class would have in individually
17 controlling the prosecution of separate actions, especially given the size of each individual
18 claim, and the cost, expense and difficulty of litigating against defendants. Plaintiffs and their
19 counsel are also not aware of any actions already commenced on behalf of the class members
20 alleging similar claims or seeking similar relief. Given the similar nature of the class members'
21 claims and the absence of material differences in the state statutes and common law doctrine
22 upon which the class members' claims are based (should Washington law not solely apply), a
23 class action should be managed by this court. A significant economy of scale exists in
24 concentrating the litigation in this forum.
25
26

1 6.5 RCW 60.44.010 provides, “Every **operator** . . . of an ambulance service or of a
2 hospital, and every duly licensed nurse, practitioner, physician, and surgeon rendering service,
3 or transportation and care, for any person who has received a traumatic injury and which is
4 rendered by reason thereof shall have a lien upon any claim, right of action, and/or money to
5 which such person is entitled.” (emphasis added).
6

7 6.6 RCW 60.44.020 provides, all medical lien claims “shall be subscribed by the
8 claimant and verified by a person authorized to administer oaths.” RCW 42.44.020 requires,
9 among other things, all persons authorized to administer oaths either (1) reside in Washington
10 State, or (2) reside in an adjoining state if they are regularly employed in Washington or carry
11 on business in Washington State.

12 6.7 Plaintiffs and the proposed class members suffered traumatic injuries as a result
13 of a third party tortfeasor’s negligence and received health care services from Defendant
14 Highline.
15

16 6.8 Defendant Highline retained non-party Hunter Donaldson, a California firm
17 specializing in collections, to execute, record and collect on its statutory medical liens for
18 services rendered to Plaintiffs and class members. Non-party Hunter Donaldson, by and
19 through its owners, principals and agents Rohlke, Wadsworth, Carda, Pulido, and Kimberly
20 Wadsworth failed to properly perfect, notarize, and subscribe the assigned liens by falsifying
21 the notarization. Yet, despite these obvious deficiencies, non-party Hunter Donaldson, by and
22 through its owners, principals and agents Rohlke, Wadsworth, Carda, Pulido, and Kimberly
23 Wadsworth used invalid liens to encumber plaintiff’s claims and rights of action and also
24 obtained payment from proposed class members. Moreover, non-party Hunter Donaldson, by
25
26

1 and through its owners, principals and agents Rohlke, Wadsworth, Carda, Pulido, and Kimberly
2 Wadsworth and Defendant Highline threatened to initiate litigation if Plaintiffs and the
3 proposed class members refused to make payment on invalid liens.

4 6.9 In *Klem v. Washington Mut. Bank*, 176 Wn.2d 771, 795, 295 P.3d 1179,
5 1191(2013), the Washington State Supreme Court stated that, “a false notarization is a crime
6 and undermines the integrity of our institutions upon which all must rely upon the faithful
7 fulfillment of the notary’s oath.” The *Klem* Court stated unequivocally that the practice of
8 falsely notarizing a notice of nonjudicial foreclosure sale is an unfair or deceptive practice under
9 the CPA. *Id.* at 1192.

10
11 6.10 Defendants, by implementing a practice of falsely notarizing medical liens, have
12 also engaged in a pattern of unfair, deceptive, and unlawful conduct pursuant to a common
13 policy that has the capacity to deceive a substantial portion of the public, similar to that in *Klem*
14 *v. Washington Mut. Bank. Id.* Moreover, upon information and belief, Defendants have made
15 substantial profits by utilizing the unfair and deceptive medical lien practices described herein.
16

17 6.11 The acts and omissions of Defendants as described herein, and as will be further
18 developed in discovery, were and are unfair and deceptive acts or practices in trade and
19 commerce, and affect the public interest. As such, the acts and omissions of Defendants as
20 described herein, and as will be further developed in discovery, are in violation of Washington’s
21 Consumer Protection Act, RCW 19.86 *et seq.*, entitling the plaintiffs and class members to
22 treble damages, reasonable attorneys’ fees, costs of suit, and such other relief as may be
23 permitted by statute.
24
25
26

1 6.12 Defendants' unlawful lien practices have directly and proximately caused injury
2 to plaintiffs and other class members' property interests by fraudulently encumbering,
3 obstructing and delaying Plaintiffs' and the proposed class members' recovery, and inducing
4 Plaintiffs and the proposed class members to make payment on invalid medical liens.

5 6.13 Upon information and belief, Defendants have sent copies of their invalid liens
6 and made telephone calls to patients, attorneys and third-party insurers that Defendants are
7 entitled to full payment on their liens rather than twenty-five percent (25%) of the total recovery
8 as required in RCW 60.44.010.

9 6.14 Upon information and belief, Defendants have also violated Washington law
10 which requires, under a "common fund" equitable basis, that as beneficiaries of an injured
11 party's recovery from a third-party tortfeasor, Defendants should have equitably shared the
12 costs and fees of the recovery. *Mahler v. Szuchs*, 135 Wn.2d 398, 957 P.2d 632, 966 P.2d 305
13 (1988); *see also, Matsyuk v. State Farm Fire & Cas. Co.*, 173 Wn.2d 643, 272 P.3d 802 (2012),
14 *Winters v. State Farm Mut. Auto. Ins. Co.*, 144 Wn.2d 869, 31 P.3d 1164 (2001), *Hamm v. State*
15 *Farm Mut. Auto. Ins. Co.*, 151 Wn.2d 303, 88 P.3d 395 (2004).

16 6.15 Upon information and belief, Defendants have also violated RCW 48.80.030(5),
17 existing contracts and Defendant Highline's own policies by filing medical services liens
18 against the recovery of traumatic injury patients instead of billing commercial medical
19 insurance.

20 6.16 Defendants have utilized these same unlawful and misleading lien practice to
21 obtain third-party settlement funds from hundreds of patients in King County.
22

1 **C. Unlawful Operating of a Collection Agency and Violation of the Washington State**
2 **Consumer Protection Act Against Defendants Rohlke, Wadsworth, Carda, Pulido**
3 **and Kimberly Wadsworth.**

4 6.17 RCW 19.16.100(2)(a) defines a collection agency as any person directly or
5 indirectly engaged in soliciting claims for collection, or collecting or attempting to collect
6 claims owed or due or asserted to be owed or due another person.

7 6.18 By executing, recording and collecting on medical liens due to Defendant
8 Highline, non-party Hunter Donaldson, by and through Defendants Rohlke, Wadsworth, Carda,
9 Pulido and Kimberly Wadsworth, directly and indirectly, collected and attempted to collect
10 claims owed or due or asserted to be owed or due to Defendant Highline.

11 6.19 RCW 19.16.110 also directs that no person shall act, assume to act, or advertise
12 as a collection agency or out-of-state collection agency as defined in this chapter, except as
13 authorized by this chapter, without first having applied for and obtained a license from the
14 director of licensing.
15

16 6.20 Upon information and belief, Defendants Rohlke, Wadsworth, Carda, Pulido
17 and Kimberly Wadsworth have not applied for or obtained a license from the director of
18 licensing for themselves or non-party Hunter Donaldson, despite the fact that they regularly
19 execute, record and collect claims owed or due or asserted to be owed or due to Defendant
20 Highline.
21

22 6.21 Under RCW 19.16.440, the unlawful operation of a collection agency or out-of-
23 state collection agency without a license is declared to be a violation of the Washington State
24 Consumer Protection Act under RCW 19.86.
25
26

1 6.22 By collecting and attempting to collect claims owed or due or asserted to be
2 owed or due to Defendant Highline without a license from the director of licensing, Defendants
3 Rohlke, Wadsworth, Carda, Pulido and Kimberly Wadsworth are in violation of RCW
4 19.16.440 and the Washington State Consumer Protection Act, RCW 19.86.

5 6.23 Pursuant to RCW 19.16.430, all monies collected or received by any person who
6 operates as a collection agency or out-of-state collection agency in the state of Washington
7 without a valid license shall be disgorged.
8

9
10 **D. Negligence Against Highline**

11 6.24 Plaintiffs re-allege the paragraphs set forth above and below.

12 6.25 Plaintiffs and the proposed class members received health care treatment from
13 Defendant Highline. As such, a special relationship exists between Defendant Highline and the
14 plaintiffs and proposed class. This special relationship created duties of reasonable care, which
15 are owed by Defendant Highline to Plaintiffs and the proposed class. Additionally, if other
16 Defendants were acting as Defendant Highline's agent, then its acts and omissions are imputed
17 to Defendant Highline.
18

19 6.26 Defendant Highline has a duty to not to retain an unauthorized, unregistered,
20 unlicensed entity, such as non-party Hunter Donaldson and Defendants Rohlke, Wadsworth,
21 Carda, Pulido, and Kimberly Wadsworth to execute, record and collect on its statutory liens.
22 Furthermore, Defendant Highline has a duty not to assert liens against Plaintiffs and the
23 proposed class members' third-party recoveries which has been deceptively and/or fraudulently
24 obtained.
25
26

1 6.27 The acts and omissions of Defendant Highline as described herein, and as will
2 be further developed in discovery, were negligent and in violation of its duty to exercise
3 reasonable care towards Plaintiff and the proposed class members. For instance, Defendant
4 Highline breached its duty of care by retaining non-party Hunter Donaldson and Defendants
5 Rohlke, Wadsworth, Carda, Pulido, and Kimberly Wadsworth unauthorized, unregistered,
6 unlicensed collection agents, to execute record and collect for medical services rendered to
7 Plaintiff and the proposed class members. Defendants Rohlke, Wadsworth, Carda, Pulido and
8 Kimberly Wadsworth breached their duty of care by misrepresenting its credentials and
9 asserting invalid liens against the plaintiff and proposed class members' third-party recoveries.
10

11 6.28 As a direct and proximate result, Plaintiffs and the proposed class members'
12 claims and rights of action were fraudulently encumbered, obstructed and delayed. Also as a
13 direct and proximate result of Defendants' actions, Plaintiffs and the proposed class members
14 were fraudulently induced to make payment on invalid medical liens out of third party
15 recoveries. Finally, Plaintiffs and the proposed class member also suffered unnecessary stress
16 and anxiety due to these unlawful practices.
17

18
19 **E. Negligence Against Defendants Rohlke, Wadsworth, Carda, Pulido, and Kimberly
20 Wadsworth**

21 6.29 Plaintiffs re-allege the paragraphs set forth above and below.

22 6.30 Non-party Hunter Donaldson, acting by and through Defendants Rohlke,
23 Wadsworth, Carda, Pulido, and Kimberly Wadsworth owed a duty to be truthful and not
24 misleading to Plaintiffs when it recorded liens under RCW 60.44.010 to recover portions of
25
26

1 third-party recoveries in satisfaction of purported medical services liens it was filing on behalf
2 of Gays Harbor.

3 6.31 The liens recorded were not lawfully subscribed, verified or notarized, and were
4 therefore invalid and unenforceable.

5 6.32 Defendants Rohlke, Wadsworth, Carda, Pulido and Kimberly Wadsworth knew
6 or should have known that the information supplied to Plaintiffs and the proposed class
7 members, as well as to the county where the liens were recorded, regarding the liens and
8 Defendant Highline's purported rights thereunder was false. Moreover, Defendants knew or
9 should have known that its liens were invalid and therefore unenforceable and void.
10

11 6.33 Despite these obvious deficiencies, Defendants represented to Plaintiffs and the
12 proposed class members, as well as to the county where the liens were recorded, that they had
13 executed valid liens and enforceable liens on behalf of Defendant Highline, and demanded
14 payment on behalf of Defendant Highline from their third-party recoveries with threat of
15 litigation.
16

17 6.34 As a direct and proximate result of Defendants' acts and omissions described
18 herein, Plaintiffs and the proposed class members suffered property damages in encumbering
19 of claims and rights of action, the loss of monies from third-party settlements, in addition to
20 stress, anxiety, and emotional distress.
21

22 **F. Fraud**

23 6.35 Plaintiffs re-allege the paragraphs set forth above and below.

24 6.36 Defendants are liable for fraud because they affirmatively represented to
25 Plaintiffs and the other members of the proposed classes that they possessed valid medical liens
26

1 against third-party settlement recoveries, despite knowing that their liens were invalid, or at the
2 very least, recklessly and carelessly failing to ascertain the fact that the liens were invalid.

3 6.37 Defendants represented to Plaintiffs and the proposed class by written and verbal
4 statements that they possessed valid medical liens against third-party settlement recoveries, and
5 that payment was therefore required once the third-party liability claims were resolved.
6

7 6.38 Plaintiffs and the proposed class relied upon these representations of
8 Defendants, and paid substantial portions of third-party recoveries to Defendants in satisfaction
9 of the invalid and fraudulent liens.

10 6.39 These representations were material, false, and misleading because Plaintiffs
11 and the proposed class would not have paid Defendants money from third-party recoveries if
12 they knew that Defendants' liens were invalid.
13

14 6.40 Defendants knew these representations were false and misleading, because they
15 knew their liens were invalid under Washington law, or at the very least, recklessly and
16 carelessly failed to ascertain the fact that their liens were invalid.

17 6.41 Defendants made these representations with the intent of inducing Plaintiffs and
18 the proposed class members to rely on the representations so they would pay them a portion of
19 their third-party recoveries.
20

21 6.42 Plaintiffs and the proposed class members reasonably relied on these
22 representations, because Defendants misrepresented themselves as being in possession of valid
23 medical liens. If Plaintiffs and proposed class members knew these representations were false,
24 they would not have made payments to Defendants from their third-party recoveries.
25
26

1 6.43 The reliance of Plaintiffs and the proposed class members was reasonable and
2 justified because they did not know that Defendants' medical liens were invalid. Given the
3 superior and unique knowledge possessed and exclusively held by Defendants about the validity
4 of the liens and Washington law, Plaintiffs and proposed class members reasonably and
5 rightfully relied upon these representations by Defendants.
6

7 6.44 Plaintiffs and the proposed class members acted to their detriment in relying
8 upon the representations by Defendants when they paid substantial portions of third-party
9 recoveries towards these invalid liens.

10 6.45 As a direct and proximate result of these fraudulent representations by
11 Defendants, Plaintiffs and the proposed class members suffered damages as described more
12 fully herein.
13

14 **G. Unjust Enrichment**

15 6.46 Plaintiffs re-allege the paragraphs set forth above and below.

16 6.47 Defendants were conferred a benefit by Plaintiffs and proposed class members
17 who paid Defendants money based upon invalid and illegal medical liens.
18

19 6.48 Defendants appreciated and/or had knowledge of the benefit conferred by
20 Plaintiffs when Defendants accepted monies premised upon the existence of invalid and illegal
21 liens.
22

23 6.49 The acceptance and/or retention by Defendants of the benefit premised by
24 Defendants' illegal and invalid liens makes it inequitable for Defendants to wrongfully retain
25 the benefit conferred by Plaintiffs.
26

1 **VII. RESERVATION OF RIGHTS**

2 7.1 Plaintiffs reserves the right to assert additional claims as may be appropriate
3 following further investigation and discovery.
4

5 **VIII. JURY DEMAND**

6 8.1 Under the Washington State Civil Rules, Plaintiffs demand that this action be
7 tried before a jury.
8

9 **IX. PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs request a judgment against Defendants and the following
11 relief:
12

- 13 1. Class Certification. A finding that this action should proceed as a class action
14 under CR 23.
- 15 2. Declaratory Relief. A judicial declaration that Defendants’ collection and lien
16 enforcement practice on behalf of Highline violates Washington law, and that
17 all liens recorded by Defendants which violate Washington law be declared null
18 and void.
- 19 3. Injunctive Relief. A judicial order enjoining Defendants’ collection and lien
20 enforcement practices on behalf of Defendant Highline which violate
21 Washington law, as well as a judicial order enjoining Defendants from re-filing
22 or re-recording existing liens which violate Washington law and under RCW
23 60.44.020, are based upon injuries or care where twenty-days have passed or
24
25
26

1 settlement has already been accomplished and payment has been made to the
2 injured person. In addition, lien satisfaction notices should be filed in each
3 applicable case.

- 4 4. Equitable Relief. Equitable relief in the form of restitution and/or disgorgement
5 of all money received by Defendants as a result of the unlawful conduct alleged
6 herein.
- 7
- 8 5. Damages. Damages in the amount to be proven at trial including but not limited
9 to all monies improperly taken as a result of Defendants' lien collection
10 practices, including consideration of attorneys' fees and costs not properly
11 deducted from their claims.
- 12
- 13 6. Exemplary Damages. Damages and such other relief, such as treble damages up
14 to \$25,000 per claimant under RCW 19.86.090.
- 15
- 16 7. Punitive Damages against Rebecca A. Rohlke, Ralph Wadsworth, Tim Carda,
17 Graciela Pulido, and Kimberly Wadsworth. For punitive damages against
18 California defendants Rohlke, Wadsworth, Carda, Pulido and Kimberly
19 Wadsworth as allowed by California law.
- 20
- 21 8. Fees and Cost. The costs of bringing this suit, including but not limited to
22 reasonable attorneys' fees and costs under RCW 19.86.090 and RCW 19.16.440.
- 23
- 24 9. For such other relief that the Court deems just and proper.

25 //

26 //

1 DATED this 4th day of February, 2016.

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3
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