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CASE NUMBER: 14-2-02327-8|SEA

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1 has an absolute right to payment for the medical services she received between February 2010
2 and November 2011 based on medical insurance coverage provided to her by defendant Kaiser
3 Permanente Health Alternatives. Initially plaintiff's medical expenses were covered and paid to
4 defendant Group Health Cooperative. Later, the coverage was reversed and the amount paid was
5 refunded by Group Health Cooperative to Kaiser Permanente Health Alternatives without
6 plaintiff's knowledge. Specifically, plaintiff Diana Noman seeks a declaratory judgment (a) that
7 she has right to coverage for her medical services from Kaiser Permanente Health Alternatives,
8 her medical insurance provider, (b) that Group Health Cooperative upon receipt of payment
9 from plaintiff's insurer cannot collect against plaintiff, (c) that Group Health Cooperative is not
10 permitted disclosure of information of Diana Noman to collectors based on the HIPAA
11 regulation, and (d) that Group Health Cooperative's disclosure of Diana Noman's information to
12 collectors violates HIPAA protections afforded to plaintiff.
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14 **II. THE PARTIES**

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17 2. Plaintiff Diana Noman is, and at all times relevant to this action was, a resident
18 in King County, State of Washington.
19

20 3. Defendant GROUP HEALTH COOPERATIVE is an entity providing health care
21 services for the Washington residents in King County.
22

23 4. Defendant KAISER PERMANENTE HEALTH ALTERNATIVE is an insurance
24 company selling and providing medical insurance coverage in Washington State.
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26 **III. JURISDICTION AND VENUE**

5. This is a declaratory judgment action brought under the Uniform Declaratory Judgment Act pursuant to Chapter 7.24 RCW.

6. This Court has subject matter jurisdiction by virtue of RCW 2.08.010 and RCW 7.24.010.

7. Jurisdiction and venue are proper by virtue of RCW 4.12.025(1), which provides for suits to be brought in the county in which a defendant resides, or has its principal place of business.

IV. FACTS

8. This case arises out of medical payment dispute with relation to Diana Noman's medical bills for the medical services she received from defendant Group Health Cooperative.

9. Approximately between February 2010 and November 2011, plaintiff underwent series of medical appointments at Group Health Cooperative.

10. Prior to scheduling those appointments, plaintiff Diana Noman in person made phone calls to defendant Kaiser Permanente Health Alternatives and verified that she had full medical coverage for the particular medical procedures planned with defendant Group Health Cooperative.

11. In plaintiff's presence, a representative of Group Health Cooperative also confirmed with Kaiser Permanente Health Alternative that in fact plaintiff Diana Noman had full coverage for all medical services.

12. Subsequently, plaintiff scheduled required appointments at which her insurance

1 coverage was confirmed on each visit.

2 13. Based on communication with Group Health Cooperative and information
3 received, plaintiff understood and understands that in fact her medicals were initially paid by her
4 medical insurer defendant Kaiser Permanente Health Alternative.
5

6 14. Unknown to Diana Noman, at some point, her insurance payments were reversed
7 by defendant Kaiser Permanente Health Alternative
8

9 15. Defendant Group Health Cooperative refunded the entire amounts already paid
10 on her behalf back to Kaiser Permanente Health Alternative.

11 16. Plaintiff was not aware of the developing situation until she received collection
12 letters from Evergreen Professional Recoveries, Inc., demanding payment of medical expenses
13 and collection costs.
14

15 17. In September 2013, Evergreen Professional Recoveries, Inc. filed collection
16 lawsuit against Diana Noman in King County District Court under Cause No. 135-10805.
17 Evergreen Professional Recoveries, Inc. is not a party to this lawsuit.
18

19 18. Evergreen Professional Recoveries, Inc. filed with King County District Court
20 Diana Noman's un-redacted and un-sealed information as required by GR 33(b)(2), which
21 became public record and presently accessible by general public.
22

23 19. Diana Noman's information was supplied to Evergreen Professional Recoveries,
24 Inc., by defendant Group Health Cooperative in violation of HIPAA protection.

25 20. In 1996, the United States Congress enacted The Health Insurance Portability and
26

1 Accountability Act (HIPAA), 42 U.S.C.A. § 1320(d) *et seq.* (1996).

2 21. The HIPAA standards are part of the regulations adopted and implemented by the
3 Department of Health and Human Services at 45 C.F.R. § 160 (2006). These standards are
4 otherwise known as “the Privacy Rule.”
5

6 22. All states were required to comply with HIPAA as of April 14, 2003.

7 23. These regulations severely restrict the permissible means of disclosing medical
8 information by any person involved in the medical treatment of a patient.
9

10 24. HIPAA expressly preempts any contrary state law, but states are free to enact
11 more stringent standards than those promulgated by HIPAA. See *Village of Ridgefield Park v.*
12 *New York Susquehanna & W. Ry. Corp.*, 750 A.2d 1104, 1111 (1999).
13

14 25. Under HIPAA, no medical provider may disclose confidential health care
15 information to the third parties, unless such disclosure is either court ordered or made pursuant
16 to consent by the patient.
17

18 26. Medical care professionals have a duty under HIPAA to safeguard a patient’s
19 medical information by preventing third parties from unlawfully learning confidential health
20 care information in violation of these federal standards. See 45 C.F.R. §§ 164.306-18.
21

22 27. Diana Noman did not consent to any disclosure of her private medical
23 information.
24

25 28. No court order permitted any disclosure of Diana Noman’s medical information.

26 29. As a result of defendant Kaiser Permanente Health Alternative and defendant
27

1 Group Health Cooperative acts, plaintiff filed this action for declaration of rights.

2 **V. FIRST CAUSE OF ACTION—DECLARATORY JUDGMENT**

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4 30. Plaintiff re-alleges the allegations set forth in paragraphs 1 through 29 above.

5 31. A true and justiciable controversy exists between Plaintiff and defendant Kaiser
6 Permanente Healthcare Alternatives regarding its obligation to honor medical insurance
7 coverage on behalf of plaintiff. Adjudication of this controversy by this Court would definitively
8 resolve the controversy.
9

10 **VI. SECOND CAUSE OF ACTION—DECLARATORY JUDGMENT**

11 32. Plaintiff re-alleges the allegations set forth in paragraphs 1 through 31 above.

12 33. A true and justiciable controversy exists between Plaintiff and defendant Group
13 Health Cooperative regarding disclosure of Diana Noman's information to the third party for
14 collection purposes. Adjudication of this controversy by this Court would definitively resolve
15 the controversy.
16

17 **VII. THIRD CAUSE OF ACTION—DECLARATORY JUDGMENT**

18 34. Plaintiff re-alleges the allegations set forth in paragraphs 1 through 33 above.

19 35. A true and justiciable controversy exists between Plaintiff and some or all
20 Defendants regarding medical payments initially made on her behalf and that such medical
21 payment at some point was incorrectly reversed. Adjudication of this controversy by this Court
22 would definitively resolve the controversy.
23
24

25 **IX. PRAYER FOR RELIEF**

26
27 COMPLAINT FOR
28 DECLARATORY JUDGMENT -- 6
29

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1 WHEREFORE, Plaintiff Diana Noman prays for judgment and declaratory relief as
2 follows:

3 A. Declaring plaintiff's right to medical coverage must be provided Defendant
4 Kaiser Permanente Health Alternative—plaintiff's medical insurance carrier;

5 B. Declaring that Defendant Group Health Cooperative disclosure of Diana
6 Noman's medical or related information violates HIPAA privacy protections;

7 C. Declaring that plaintiff is not obligated for the medical expenses after payment
8 was made and later reversed and refunded by defendant Group Health Cooperative;

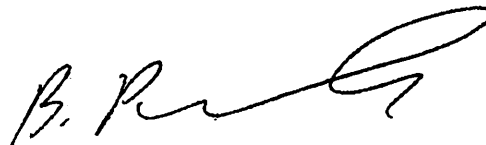
9 D. Award Plaintiff costs per RCW 7.24.10;

10 F. Award such other and further favorable relief as the Court may deem just and
11 proper.
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16 **X. JURY DEMAND**

17 Pursuant to RCW 7.24.090 Plaintiff Diana Noman hereby demands a trial by jury of all
18 issues of fact.
19

20
21 DATED January 10, 2014.



22
23 Boris Petrenko, 34931
24 Attorney for Plaintiff Diana Noman
25

SUMMONS - 1

1 entered against you without notice. A default judgment is one where the plaintiff(s) is/are
2 entitled to what he/she ask(s) for because you have not responded. If you serve a Notice of
3 Appearance on the undersigned, you are entitled to notice before a default judgment may be
4 entered.

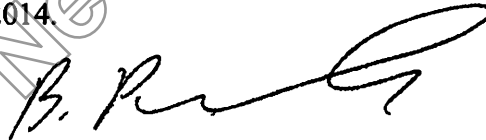
5 You may demand that the plaintiff(s) file this lawsuit with the court. If you do so, the
6 demand must be in writing and must be served upon the undersigned attorney for the
7 plaintiff(s).

8 Within fourteen (14) days after you serve the demand, the plaintiff(s) must file this
9 lawsuit with the court, or the service on you of this summons and complaint will be void.

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

12 This summons is issued pursuant to Rule of the Superior Court Civil Rules of the State
13 of Washington.

14 DATED THIS 20th day of January, 2014.

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17 Boris Petrenko, Attorney for Plaintiff Noman