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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON, *ex rel.* LISA  
HUNTER, an individual,

Relator,

vs.

RELATIONSHIP TOWARD SELF-  
DISCOVERY, INC., a Washington corporation;  
THE ESTATE OF LAIRD RICHMOND; and  
JASON LOWERY and JANE DOE LOWERY,  
and their marital community,

Defendants.

No. 15-2-28134-8 SEA

FINDINGS OF FACT AND  
CONCLUSIONS OF LAW

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1 THIS MATTER came before the court for a nonjury trial on October 8, 9, 10, and  
2 11, 2018. Relator Lisa Hunter was represented by Mark D. Walters and Daniel D. DeLue.  
3 The State of Washington (“**State**”) was represented by Matthew T. Kuehn and Katrina A.  
4 King. Defendant Relationship Toward Self Discovery, Inc. (“**RTS**”) did not appear.  
5 Defendant Estate of Laird Richmond did not appear. Defendant Jason Lowery was  
6 represented by Michael G. Martin and Frank R. Siderius.

7 The court heard testimony presented in person by the Plaintiff’s witnesses: **Kim**  
8 **Triplett Kolerich; Lisa Hunter, Monica Moriarty, Theresa Martin-Boden, Jason**  
9 **Lowery, Amanda Hegr, Sharon Lange, Gina Nott, Tod Johnson, Sonia Winkleman,**  
10 **Donna Pierson;** and by the Defendant’s witness, **Jason Lowery.**

## 11 I. PROCEDURAL HISTORY

### 12 A. Relator’s *Qui Tam* Complaint

13 On November 20, 2015, the Relator, Lisa Hunter, filed her *Qui Tam* Complaint for  
14 Violation of the Washington State Medicaid False Claims Act under seal with this court  
15 (Dkt. 1). Ms. Hunter alleged three claims against all of the Defendants:

- 16 1. A *qui tam* claim against all of the Defendants pursuant to the Washington  
17 State Medicaid Fraud False Claims Act (Chap. 74.66 RCW) (sometimes  
18 referred to below as “**WAFCA**”) seeking civil penalties and treble damages  
19 allegedly sustained by the State of Washington (RCW 74.66.020(1)); plus  
20 25% of any proceeds recovered from the Defendants through settlement or  
21 by trial (RCW 74.66.070(1)); plus reasonable expenses and reasonable  
22 attorneys’ fees and costs, pursuant to RCW 74.66.070(1)(c).
- 23 2. A claim based upon the equitable common-fund doctrine.
- 24 3. A WAFCA whistleblower claim pursuant to RCW 74.66.090, seeking  
25 damages and other relief, including: two times the amount of back pay lost  
26 as a result of any discrimination sustained, plus interest; special damages,

1 including litigation costs and reasonable attorneys' fees, and reinstatement  
2 to her former position as a contractor for RTS; as well as all relief available  
3 under RCW 49.60.030(2) [of the Washington Law Against Discrimination].  
4

5 **B. State's Complaint in Intervention**

6 On April 19, 2016, the State of Washington filed its Complaint in Intervention for  
7 Damages and Civil Penalties for Fraudulent Medicaid Reimbursement Claims (Dkt. 8). The  
8 State alleged several claims against all of the Defendants:

- 9 1. A claim for violation of the Washington Medicaid Provider Fraudulent  
10 Practices Statute (RCW 74.09.210), seeking judgment in an amount equal to  
11 three times the allegedly excess payments and benefits that the Defendants  
12 had received, plus interest.
- 13 2. A claim for violation of the (RCW 74.66.020(1)(a)) of WAFCA, seeking  
14 civil penalties and treble damages allegedly sustained by the State; plus  
15 reasonable expenses and reasonable attorneys' fees and costs, pursuant to  
16 RCW 74.66.070(1)(c).
- 17 3. A claim for common law fraud, based on the Defendants' alleged  
18 misrepresentations.
- 19 4. A claim for unjust enrichment.
- 20 5. A claim for conversion.

21 **C. Default Orders and Default Judgment Against Defendant RTS**

22 On June 17, 2016, the court entered an Order of Default in favor of the Relator and  
23 against Defendant RTS (Dkt. 23) as to all claims in the Relator's complaint.

24 On July 25, 2016, the court entered an Order of Default in favor of the State and  
25 against Defendant RTS as to all claims in the State's complaint (Dkt. 28 at 1).  
26

1 On June 13, 2017, the court entered a Default Judgment in favor of the Relator and  
2 against Defendant RTS in the amount of \$338,799.50 (Dkt. 103) (“**Default Judgment**”),  
3 comprising:

4 “Lost Back Pay”	\$107,076.08
5 “Two Times Lost Back Pay”	\$214,152.16
6 Interest Accrued Through May 31, 2017	\$17,571.26
7	<hr/>
8 <b>Total Amount of Relator’s Default Judgment (Dkt. 103) Against RTS:</b>	<b>\$338,799.50</b>

9 The Relator did not request the court to make findings of fact and conclusions of law  
10 pursuant to CR 55(b)(2). Nor did the Relator request the court to make an express  
11 determination, supported by written findings, pursuant CR 54(b), that there was no just  
12 reason to delay entry of a final judgment against either RTS or Mr. Richmond.

13 **D. Default Orders Against Defendant Laird Richmond**

14 **Relator’s Default Orders Against Defendant Richmond.** On June 17, 2016, the  
15 court entered an Order of Default (Dkt. 23) in favor of the Relator and against Defendant  
16 Richmond on all claims in the Relator’s complaint.

17 On July 25, 2016, the court entered another Order of Default (Dkt. 28 at 2-3) against  
18 Defendant Richmond as to the Relator’s second claim (equitable-common-fund-doctrine  
19 claim) and the Relator’s third claim (RCW 74.66.090 whistleblower claim).

20 On June 13, 2017, the court entered an Order Denying Relator’s Motion for a Default  
21 Judgment Against Laird Richmond (Dkt. 104).

22 **State’s Default Orders Against Defendant Richmond.**

23 On May 24, 2018, the court entered an order of default in favor of the State  
24 (Dkt. 153) as to all claims in the State’s complaint.

1 Also on May 24, 2018, the court entered an Order Granting Plaintiff State of  
2 Washington's Motion for Substitution of Parties (Dkt. 155), and ordered that the Estate of  
3 Laird Richmond was to be substituted for Mr. Richmond, who had died.

4 **E. Defendants' Status at Trial**

5 To summarize, as of the first day of trial, the Defendants' respective procedural  
6 postures in this case were as follows:

7

8

	<b>RTS</b>	<b>Laird Richmond</b>	<b>Jason Lowery</b>
<b>Relator's Claims:</b>	Nonfinal Default Judgment (Dkt. 103)	In Default (Dkt. 23)	Answered (Dkt. 22)
<b>State's Claims:</b>	In Default (Dkt. 28)	In Default (Dkt. 153)	Answered (Dkt. 17)

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16 **II. FINDINGS OF FACT**

17 Having received the witnesses' testimony, having examined the documents admitted  
18 into evidence, and having heard argument by counsel, the court now enters the following  
19 Findings of Fact. To the extent that any Finding of Fact may be deemed to be a Conclusion  
20 of Law, it should be considered to be such.

21 **A. Parties**

22 **1. Defendant Relationship Toward Self, Inc.**

23 1. At all times relevant to this case, Defendant RTS was a Washington  
24 corporation, providing care services to developmentally disabled clients ("Clients") through  
25 the Washington Medicaid program.

26 2. In 2016, RTS ceased doing business. Currently, RTS is defunct.

1                   2.        ***Defendant Laird Richmond***

2                   3.        At all times relevant to this case, Defendant Laird Richmond was the owner  
3 and president of RTS.

4                   4.        On May 28, 2017, Mr. Richmond died (*See* Dkt. 100). On May 24, 2018,  
5 the court ordered that the Estate of Laird Richmond was to be substituted for Mr. Richmond  
6 (Dkt. 155).

7                   3.        ***Defendants Lowery***

8                   5.        At all times relevant to this case, Defendants Jason Lowery and Jane Doe  
9 Lowery comprised a marital community, and Defendant Jason Lowery was the Chief  
10 Financial Officer of RTS.

11                   4.        ***Management Role of Jason Lowery at RTS***

12                   6.        At all times relevant to this case, Defendant Jason Lowery managed the  
13 financial aspects of RTS; and he shared primary responsibilities of operating RTS with Mr.  
14 Richmond.

15                   7.        On January 17, 2011, Mr. Richmond, as president of RTS, signed a Grant of  
16 Authority, by which the Corporation granted broad management powers to Mr. Lowery. No  
17 evidence was presented that RTS ever modified or revoked the Grant of Authority. The  
18 Grant of Authority states, in relevant part:

19                               **1. Designation.** Jason Lowery is authorized to act on behalf of  
20 the Corporation [RTS].

21                               **2. Powers.** Jason Lowery, as fiduciary, shall have all powers over  
22 the assets and liabilities of the Corporation whether located within  
23 or without the State of Washington. He shall have full authority to  
24 act in the name of the Corporation and for the Corporation's  
25 benefit ...

26   \* \* \*

**4. Purposes.** Jason Lowery shall have all powers as are necessary  
to carry out and deal in the affairs of the Corporation and, in  
addition, shall have all powers as are necessary or desirable to  
provide for the operation of the Corporation.

1 Trial Ex. 78.

2 8. In addition to the Grant of Authority (Trial Ex. 78), and at all times relevant  
3 to this case, Mr. Richmond designated Mr. Lowery to act as Mr. Richmond's Attorney in  
4 Fact pursuant to a Power of Attorney signed by Mr. Richmond.

5 9. RTS' Amended and Restated Bylaws, dated as of October 30, 2015, were  
6 signed by Laird Richmond, as President; and by Jason Lowery, as Secretary. Trial Ex. 76.

7 10. The Minutes of the Annual Meeting of Directors of RTS, dated October  
8 2015, show that as of that date, the Board of Directors of RTS consisted of Laird Richmond  
9 and Jason Lowery; that Laird Richmond was elected to serve as President; and Jason Lowery  
10 was elected to serve as Secretary and the Treasurer of the corporation. Trial Ex. 79.

11 11. Due to medical problems, Mr. Richmond was not physically present in RTS'  
12 office from January 2012 to approximately October 2012; and also from mid-January 2013  
13 through the December 2013, when he returned to RTS' office for about one week. When  
14 Mr. Richmond was not present at RTS' office, Mr. Lowery had full authority to and did  
15 make managerial decisions for Mr. Richmond. Even when Mr. Richmond was present at  
16 RTS' office, he worked closely with Mr. Lowery and relied upon Mr. Lowery in  
17 administering and managing the company's affairs.

18 12. RTS' Cost Report for 2012 indicates that the "Administrator" of RTS is  
19 "Laird Richmond and/or Jason Lowery," and that the "Report Contact" person is "Laird  
20 Richmond and/or Jason Lowery." Trial Ex. 2 at 0033.

21 13. RTS' Cost Report for 2013 indicates that the "Administrator" of RTS is  
22 "Jason Lowery," and that the "Report Contact" person is "Jason Lowery." Trial Ex. 3 at  
23 0053.

24 14. Due to medical problems, from January 2014 and until May 2015, Mr.  
25 Richmond was in RTS' office for no more than approximately one or two days per week.  
26

1           15.     RTS’ Cost Report for 2014 indicates that the “Administrator” of RTS is  
2 “Laird Richmond,” and that the “Report Contact” person is “Jason Lowery.” Trial Ex. 4 at  
3 0076.

4           16.     RTS’ five-month Cost Report for 2015 indicates that the “Administrator” of  
5 RTS is “Laird Richmond,” and that the “Report Contact” persons are “Jason Lowery [and]  
6 Lisa Aird.” Ms. Aird was Relator Lisa Hunter’s successor. Trial Ex. 5 at 0077 and 0079.

7  
8           **5.     Relator**

9           17.     Qui Tam Relator, Lisa Hunter, is the owner of The Financial Link, Inc., a  
10 bookkeeping company. At all times relevant to this case, Ms. Hunter, as owner and  
11 employee of The Financial Link, Inc., provided bookkeeping services for RTS.

12           **6.     Developmental Disabilities Administration (“DDA”)**

13           18.     The Developmental Disabilities Administration (“DDA”) is a division of  
14 Washington Department of Social and Health Services (“DSHS”), which is an agency of  
15 the State. The mission of DDA is to provide home, community and facility-based residential  
16 services and employment supports.

17           19.     Programs administered by DDA are designed to assist individuals with  
18 developmental disabilities and their families to obtain services and supports based on  
19 individual preferences, capabilities, and needs.

20           20.     Medicaid is a program funded by the federal and state governments that pays  
21 for medical care for people with low incomes who do not have adequate health insurance  
22 coverage through other programs. The federal government establishes general guidelines  
23 for the program, and the State of Washington sets specific eligibility requirements and  
24 benefits within those guidelines. Benefits vary depending on the Medicaid program, and  
25 might include coverage for doctor visits, hospital care, prescriptions, behavioral health  
26 services, preventive health care and well-child exams, immunizations, dental care, and/or  
eye exams. Eligibility for Medicaid also varies depending on the program, and is based on:

1 (1) age, (2) income, (3) personal resources, such as bank accounts, real estate, and other  
2 possessions that can be sold for cash, (4) residency status, (5) disability status, and (6)  
3 pregnancy status.

4 **B. RTS' Contracts With State**

5 21. RTS entered into contracts with DSHS/DDA ("**Contracts**") (*See* Trial Ex.  
6 10 [Contract dated June 30, 2011), Trial Ex. 11 [Contract dated June 28, 2013], Trial Ex. 12  
7 [Contract dated June 29, 2015) to perform "Instruction and Support and Services hours"  
8 ("**ISS Hours**") to Clients with developmental disabilities as defined in RCW 71A.10.020(5)  
9 who also were determined eligible for services described in Chapter 388-101 of the  
10 Washington Administrative Code ("**WAC**").

11 22. The term, "Instruction and Support Services hours," is defined by the DDA  
12 Policy Manual (Policy Directive 6.02) as:

13 Instruction and Support Services hours are those hours necessary  
14 to provide the assessed level of support and instruction to the client  
15 and are calculated during the rate assessment process. The ISS  
16 hours are paid by the hour at the benchmark rate which is  
legislatively established by county type (MSA, Non-MSA and  
King) of the client's residence. ISS hours include:

- 17 1. Regularly scheduled staff time with clients  
18 (reflected on Residential Staffing Plan section 1);
- 19 2. Staff time with clients not on the regular schedule  
(reflected on Residential Staffing Plan section 1.f);
- 20 3. Program supports on behalf of the client (Non-SIS)  
21 (reflected on Residential Staffing Plan section 2); and
- 22 4. Staff Training (Non-SIS) (reflected on Residential  
Staffing Plan section 2).

23 Trial Ex. 71 at Bates 11326.

24 23. As a DSHS/DDA contractor, RTS received payments through DSHS/DDA  
25 from Medicaid for the ISS Hours that RTS performed.

1           24.     DSHS/DDA required RTS to complete annual cost reports (“**Cost Reports**”)  
2 to verify the total number of ISS Hours provided to its Clients. RTS received intermittent  
3 payments through submission of invoices to DSHS, and these payments were reconciled  
4 with a Cost Report at the end of each year. If RTS did not provide all of the allocated hours  
5 of service, then RTS was deemed to have been overpaid for the un-performed ISS Hours  
6 and RTS was required to refund the overpayments to DSHS.

7           25.     Policy Directive 6.02 of the policy manual (“**DDA Policy Manual**”) issued  
8 by DDA, defines “Service Provider” as follows:

9                           Service Provider means an entity contracting with the Department  
10                           to provide certified community residential services to clients as  
11                           described in Chapter 388-101 WAC.

12 Trial Ex. 71 at Bates 11318.

13           26.     RTS is a Service Provider.

14           27.     Under the Contracts, DSHS/DDA reimbursed RTS on an hourly basis for  
15 performing ISS Hours for Clients.

16           28.     The rates that DSHS paid to Service Providers such as RTS were set  
17 prospectively, using the algorithm promulgated in WAC 388-828-9500, in accordance with  
18 state legislative appropriations.

19           29.     WAC 388-828-9500 provides:

20                           The residential algorithm is a formula in the DDD [**“Division of**  
21                           **Developmental Disabilities**”] assessment that determines the level  
22                           of residential services and supports you may expect to receive  
23                           based on your assessed support needs.

24           30.     Using this algorithm, a base rate was generated to determine the number of  
25 support hours a Client needs as if the Client were living alone.

26           31.     The DDA Policy Manual (Policy Directive 6.02) defines the term,  
27 **“Non-SIS,”** as:

1 **Non-SIS** are determined by an algorithm in the rate assessment.  
2 These activities typically do not occur in the lives of persons who  
3 are receiving support services that are not included within the  
4 **Support Intensity Scale (SIS)**. Non-SIS activities are client-  
5 centered and not administrative in nature. They include client  
6 program planning, staff training and supervision, monitoring, and  
7 coordination of client services, and DDA-mandated reporting and  
8 tracking activities. **Non-SIS hours** are calculated based on the  
9 client's residential service level and ISS hours. These calculated  
10 hours comprise a portion of the Program Support time on behalf of  
11 the client. [Emphasis added]

12 Trial Ex. 71 at Bates 11318.

13 32. The DDA Policy Manual (Policy Directive 6.02) defines "Residential  
14 Staffing Plan" as follows:

15 Residential Staffing Plan means DSHS 10-327, Residential Staff  
16 Schedule Reporting, which is intended to provide a snapshot of a  
17 typical week and show how contracted ISS hours will be utilized."

18 Trial Ex. 71 at Bates 11318.

19 33. DDA Policy Manual (Policy Directive 6.02) defines "sleep hours" ("**Sleep  
20 Hours**") as follows:

21 Sleep hours are hours for staff who sleep over and are on duty in  
22 close proximity and are available to respond immediately in person  
23 at all times."

24 Trial Ex. 71 at Bates 11318.

25 34. RTS did not pay its workers for Sleep Hours.

26 35. RTS' payroll records confirm that RTS' employees were not compensated  
for the time they spent sleeping.

36 36. RTS required each overnight employee to sign a "Sleep Policy" form that  
stated, in relevant part:

It is agreed that all employees on shift for more than 24 hours will  
be provided with sleeping facilities and will be provided with at  
least eight hours of sleep. ***Employees will not be paid for sleep  
time.*** If an employee is interrupted for work from sleep time, the  
employee will be paid for that time; however, ***if the sleep time can  
be taken later in the shift, that will not be counted as hours***

1 **worked.** If the employee is unable to get at least five hours of  
2 sleep, all sleep time for that shift will be counted as hours worked.  
[Emphasis added]

3 Trial Ex. 122.

4 37. Under the Contracts, RTS was required to deliver the ISS Hours based on an  
5 approved staffing plan by household or cluster of households.

6 38. The Contracts also required RTS to have and maintain records of the delivery  
7 of hours which were reconcilable by household or cluster. These records were to be  
8 available upon request from DSHS. The records were to accurately reflect the total number  
9 of hours provided in support of the Clients within each month.

10 39. Washington law and the DDA Policy Manual (Policy Directive 6.02) allow  
11 Service Providers like RTS to respond effectively to fluctuations throughout the year and  
12 the daily changing needs of the Client or household; Service Providers are afforded a 15%  
13 allowable variance of delivering assigned hours within each calendar month. Trial Ex. 71  
14 at Bates 11329-11330.

15 **C. Annual Cost Report Audit and Settlement of Overpayments**

16 40. The Contracts and the Policies for administering Service Providers like RTS  
17 allow for the possibility that DSHS will overpay the Service Provider in a given year, in  
18 which case the Service Provider will then be in debt to DSHS. *See* Trial Ex. 71 at Bates  
19 11334.

20 41. Overpayments and debts are defined by DDA Policy Directive 6.10 as  
21 follows:

22 **Client Overpayment** means the cost of services the client was not  
23 eligible to receive.

24 **Provider/Vendor Overpayment** means any department [DDA]  
25 payment or benefit to a service provider in excess of the amount  
26 the provider or vendor was entitled to by law, rule, or contract.  
[Emphasis in original]

Trial Ex. 71 at Bates 11373.

1           42.     In order for Service Providers like RTS to receive payments under the  
2 residential reimbursement system, the Service Provider must submit an annual DDA Cost  
3 Report covering the completed calendar year. This procedure is intended to identify Client  
4 Overpayments and Provider/Vendor Overpayments, and is managed by DSHS' DDA Rates  
5 Unit. *See* Trial Ex. 71 at 11334-11335 (DDA Policy Directive 6.02).

6           43.     The person signing the Cost Report on behalf of a Service Provider must  
7 certify:

8                           **MISREPRESENTATION OR FALSIFICATION OF ANY**  
9                           **INFORMATION CONTAINED IN THIS COST REPORT MAY**  
10                           **BE PUNISHABLE BY FINE AND/OR IMPRISONMENT**  
11                           **UNDER STATE OR FEDERAL LAW. I HEREBY CERTIFY**  
12                           that I have read statement and that I have examined the  
13                           accompanying cost report and supporting schedules prepared for  
14                           [Service Provider name] and to the best of my knowledge and  
15                           belief, it is a true, correct and complete statement prepared in  
16                           accordance with applicable instructions, except as noted.

17           *See* Trial Ex. 1 at Bates 0003[RTS' 2011 Cost Report]; Trial Ex. 2 at Bates 0033 [RTS' 2012  
18 Cost Report]; Trial Ex. 3 at Bates 0053 [RTS' 2013 Cost Report]; Trial Ex. 4 at Bates 0076  
19 [RTS' 2014 Cost Report]; Trial Ex. 5 at Bates 0079 [RTS' 2015 Cost Report].

20           44.     The Cost Report certification is required to be executed by the person who  
21 signs the Service Provider's tax returns. If the Cost Report is prepared by someone other  
22 than a Service Provider employee, that person's name and contact information is required  
23 to be included with the Cost Report. Ex. 71 at Bates 11361 (DDA Policy Directive 6.02).

24           *See* Trial Ex. 1 at Bates 0003[RTS' 2011 Cost Report]; Trial Ex. 2 at Bates 0033 [RTS'  
25 2012 Cost Report]; Trial Ex. 3 at Bates 0053 [RTS' 2013 Cost Report]; Trial Ex. 4 at Bates  
26 0076 [RTS' 2014 Cost Report]; Trial Ex. 5 at Bates 0079 [RTS' 2015 Cost Report].

          45.     Laird Richmond signed RTS' tax returns.

          46.     Mr. Lowery did not sign RTS' tax returns.

          47.     Ms. Hunter did not sign RTS' tax returns.

1           48.     DDA Policy Directive 6.04 provides, “Allowable ISS Hours include:  
2 (a) *Actual paid hours worked by staff* ....” [Emphasis added]. Trial Exhibit 71 at Bates  
3 11362.

4           49.     DDA’s Cost Reporting Instructions define “**Paid Hours Worked**” as “the  
5 actual annual paid hours less any vacation, sick leave, holidays, or other hourly adjustments  
6 to equal *actual paid hours worked*.” [Emphasis added] (Trial Ex. 72 at Bates 11384).

7           50.     DDA Policy Directive 6.04 provides that a Cost Report may include Sleep  
8 Hours

9                     as ISS [Hours] for settlement for staff who are required to sleep at  
10 the facility and are on duty in close proximity and are available to  
11 respond immediately in person at all times. If staff sleep hours are  
12 reflected in the rate assessment for nighttime support, a service  
13 provider can only count the adjusted hours and dollars authorized  
14 in the rate for ISS cost reporting settlement...

15 Trial Ex. 71 at Bates 11363. *See also* Trial Ex. 71 at Bates 11287.

16           51.     DDA Policy Directive 6.02 required RTS to “have and maintain records of  
17 the delivery of hours” to confirm that services that DSHS pays for are actually delivered,  
18 and the Directive further required that such records “must be available upon request.” Trial  
19 Exhibit 71 at Bates 11329.

20           52.     If an overpayment to Service Providers like RTS is found during an annual  
21 Cost Report audit, the Service Provider is required to refund the amount of the overpayment  
22 to DDA. DDA Policy Directive 6.04 requires settlements to be based on DDA payment  
23 system(s) reports, the Service Provider’s financial reports, and/or other DDA-specified  
24 reports or documents. Trial Ex. 71 at Bates 11368.

25           53.     With respect to refunding overpayments for ISS Hours, Service Providers  
26 like RTS are required to refund the greater of the total annual reimbursed hours for ISS and  
professional/licensed staff minus actual total annual paid hours worked as reported in the  
Service Provider’s annual Cost Report and/or DDA-specified documents, multiplied by the

1 weighted average reimbursement benchmark rate (“**Benchmark Rate**”) for ISS staff in  
2 effect during the settlement period. Trial Ex. 71 at Bates 11368.

3 54. The annual audit procedures allow Service Providers like RTS to disagree in  
4 writing with overpayment adjustments proposed by the DDA Rates Unit prior to a final  
5 settlement. The DDA then responds to the Service Provider’s written disagreement with a  
6 final determination, which can be challenged via an administrative review. Trial Ex. 71 at  
7 Bates 11360.

8 55. A proposed settlement may be revised by DDA on the basis of audit findings  
9 or DDA certification evaluation findings. Trial Ex. 71 at Bates 11371.

10 56. A Service Provider may request an optional two-year settlement process. The  
11 optional two-year settlement process allows a collaborative process in order to minimize  
12 settlements due. Trial Ex. 71 at Bates 11371.

13 57. To request an optional two-year settlement process, Service Providers must  
14 indicate on their first-year Cost Report whether or not they wish to participate in the optional  
15 two-year settlement process. Service providers may initiate the planning process during the  
16 first year if preliminary data indicates that a settlement will materialize. The request for a  
17 two-year optional settlement and plan must be sent in writing to the Regional Administrator  
18 for review and consideration no later than May 31st of the second settlement year. Trial Ex.  
19 71 at Bates 11371.

20 58. In the two-year settlement process, information derived from the first year's  
21 Cost Report will be used to develop a plan for use of the unspent ISS dollars to be followed  
22 during the second year of the settlement period. These funds will be used to increase service  
23 capacity or extend services to additional people. Funds retained through this process would  
24 be expended on direct supports rather than Service Provider administration costs. Trial Ex.  
25 71 at Bates 11371.  
26

1           59.     Service providers like RTS are required to submit their two-year settlement  
2 process plan to DDA by June 15th of the second settlement year. If the plan is not received  
3 by June 15<sup>th</sup>, or if an acceptable plan cannot be negotiated, the first-year settlement amount  
4 is due according to the provisions of the previous settlement section. Trial Ex. 71 at Bates  
5 11371.

6           60.     Theoretically, a suspected but mistaken overpayment could arise during the  
7 annual audits if the Service Provider's Cost Report failed to accurately report Sleep Hours,  
8 provided, that the Service Provider actually paid its employees for Sleep Hours performed  
9 during the contract year.

10          61.     In February 2014, DDA introduced and mandated a new annual cost  
11 reporting system for Service Providers like RTS to use.

12          62.     The new annual cost reporting system required RTS to use a mandatory  
13 standardized form, Schedule B-2, for the Service Provider's internal tracking purposes.

14          63.     DSHS/DDA's PowerPoint training presentation states, with respect to  
15 Schedule B-2:

- 16           •     Schedule B-2 is a form that must be used to track detailed  
17                ISS & Non-ISS employee hours worked & ISS & Non-ISS  
18                employee salaries & wages, including purchased  
19                professional services.
- 20           •     Schedule B-2 is not submitted with the cost report however  
21                the Schedule or Payroll records must be made available if  
22                requested by the department.
- 23           •     Schedule B-2 reporting periods can be weekly, bi-weekly,  
24                monthly, quarterly, or annually based on your agencies'  
25                preference.
- 26           •     Internal payroll records may be used in place of Schedule  
              B-2 however the data must be formatted exactly like  
              Schedule B-2.
- Schedule B-2 is used to summarize annual totals to be  
              transferred to Schedule B-1 using the filter tool.

1 Trial Ex. 71 at Bates 11204.

2 64. DSHS/DDA's PowerPoint training presentation further states that Service  
3 Providers are to list the following for each employee on Schedule B-2: "Other ISS Hours  
4 &/or Sleep/Call Back Hours &/or Purchased Professional Services" Col 7)[.]" Trial Ex. 71  
5 at Bates 11205.

6 65. On the last page of the Schedule B-2 form, Service Providers are warned:  
7 "Do not include sleep hours unless they are part of the rate assessment." See Trial Ex. 4 at  
8 Bates 0075, 002\_AGO\_000170 (RTS' 2014 Cost Report).

9  
10 **D. Washington Medicaid Anti-Fraud Provisions (Chap. 74.09 RCW)**

11 66. RCW 74.09.210(1) and (2) provide:

12 (1) No person, firm, corporation, partnership, association, agency,  
13 institution, or other legal entity, but not including an individual  
14 public assistance recipient of health care, shall, on behalf of  
15 himself or others, obtain or attempt to obtain benefits or payments  
16 under this chapter in a greater amount than that to which entitled  
17 by means of:

18 (a) A willful false statement;

19 (b) By willful misrepresentation, or by concealment of any  
20 material facts; or

21 (c) By other fraudulent scheme or device, including, but not  
22 limited to:

23 (i) Billing for services, drugs, supplies, or  
24 equipment that were unfurnished, of lower quality,  
25 or a substitution or misrepresentation of items  
26 billed; or

(ii) Repeated billing for purportedly covered items,  
which were not in fact so covered.

(2) Any person or entity knowingly violating any of the provisions  
of subsection (1) of this section shall be liable for repayment of  
any excess benefits or payments received, plus interest at the rate  
and in the manner provided in RCW 43.20B.695. Such person or  
other entity shall further, in addition to any other penalties  
provided by law, be subject to civil penalties. The secretary or  
director, as appropriate, may assess civil penalties in an amount not

1 to exceed three times the amount of such excess benefits or  
2 payments ...

3 67. RCW 74.09.220 provides:

4 Any person, firm, corporation, partnership, association, agency,  
5 institution or other legal entity, but not including an individual  
6 public assistance recipient of health care, that, without intent to  
7 violate this chapter, obtains benefits or payments under this code to  
8 which such person or entity is not entitled, or in a greater amount  
9 than that to which entitled, shall be liable for (1) any excess  
benefits or payments received, and (2) interest calculated at the  
rate and in the manner provided in RCW 43.20B.695. Whenever a  
penalty is due under RCW 74.09.210 or interest is due under RCW  
43.20B.695, such penalty or interest shall not be reimbursable by  
the state as an allowable cost under any of the provisions of this  
chapter.

10 **E. Washington Medicaid False Claims Act (Chap. 74.66 RCW) (“WAFCA”)**

11 68. The Legislature has declared its legislative intent with respect to the  
12 Washington State Medicaid Fraud False Claims Act (Chap. 74.66 RCW) (“WAFCA”) as  
13 follows:

14 It is the intent of the legislature through this act to strongly deter  
15 Medicaid provider fraud and ensure maximum recoveries for the  
16 state in actions under chapter 74.66 RCW, the state Medicaid fraud  
17 false claims act. Specifically, it is the policy of the state to  
18 maintain compliance with the federal deficit reduction act, codified  
19 as section 1909 of the federal social security act (42 U.S.C. Sec.  
20 1396h), and thereby obtain the additional ten percent share of state  
21 Medicaid fraud false claims act recoveries afforded by the federal  
22 deficit reduction act for compliant states, while encouraging *qui*  
23 *tam* whistleblower complaints to at least the same extent as the  
24 federal false claims act (31 U.S.C. Sec. 3729 et seq.).

25 Comment to RCW 74.66.020 (2018 c 63 § 1).

26 69. Under WAFCA (Chap. 74.66 RCW), as it was in effect during the periods  
relevant to this case, and prior to 2018 amendments, the term “Claim” was defined as  
follows:

(a) “Claim” means any request or demand made for a Medicaid  
payment under Chapter 74.09 RCW, whether under a contract or  
otherwise, for money or property and whether or not a government  
entity has title to the money or property, that:

1 (i) Is presented to an officer, employee, or agent of a  
2 government entity; or

3 (ii) Is made to a contractor, grantee, or other recipient, if  
4 the money or property is to be spent or used on the  
5 government entity's behalf or to advance a government  
6 entity program or interest, and the government entity:

7 (A) Provides or has provided any portion of the  
8 money or property requested or demanded; or

9 (B) Will reimburse such contractor, grantee, or  
10 other recipient for any portion of the money or  
11 property which is requested or demanded.

12 (b) A "claim" does not include requests or demands for money or  
13 property that the government entity has paid to an individual as  
14 compensation for employment or as an income subsidy with no  
15 restrictions on that individual's use of the money or property.

16 RCW 74.66.010(1)(a) and (b).

17 70. For purposes of WAFCA, the term "government entity" means all  
18 Washington State agencies that administer Medicaid funded programs. RCW 74.66.010(6).

19 71. Under RCW 74.66.020 of WAFCA, as it was in effect during the periods  
20 relevant to this case, and prior to 2018 amendments, civil penalties for false or fraudulent  
21 claims were imposed as follows:

22 (1) Subject to subsections (2) and (4) of this section, a person is  
23 liable to the government entity for a civil penalty of not less than  
24 **five thousand five hundred dollars** and not more than **eleven**  
25 **thousand dollars**, plus **three times the amount of damages**  
26 which the government entity sustains because of the act of that  
person, if the person:

(a) Knowingly presents, or causes to be presented, a false  
or fraudulent claim for payment or approval;

(b) Knowingly makes, uses, or causes to be made or used, a  
false record or statement material to a false or fraudulent  
claim;

(c) Conspires to commit one or more of the violations in  
this subsection (1);

(d) Has possession, custody, or control of property or  
money used, or to be used, by the government entity and

1 knowingly delivers, or causes to be delivered, less than all  
2 of that money or property;

3 (e) Is authorized to make or deliver a document certifying  
4 receipt of property used, or to be used, by the government  
5 entity and, intending to defraud the government entity,  
6 makes or delivers the receipt without completely knowing  
7 that the information on the receipt is true;

8 (f) Knowingly buys, or receives as a pledge of an  
9 obligation or debt, public property from an officer or  
10 employee of the government entity who lawfully may not  
11 sell or pledge property; or

12 (g) Knowingly makes, uses, or causes to be made or used, a  
13 false record or statement material to an obligation to pay or  
14 transmit money or property to the government entity, or  
15 knowingly conceals or knowingly and improperly avoids or  
16 decreases an obligation to pay or transmit money or  
17 property to the government entity.

18 (2) The court may assess not less than two times the amount of  
19 damages which the government entity sustains because of the act  
20 of a person, if the court finds that:

21 (a) The person committing the violation of subsection (1)  
22 of this section furnished the Washington state attorney  
23 general with all information known to him or her about the  
24 violation within thirty days after the date on which he or  
25 she first obtained the information;

26 (b) The person fully cooperated with any investigation by  
the attorney general of the violation; and

(c) At the time the person furnished the attorney general  
with the information about the violation, no criminal  
prosecution, civil action, or administrative action had  
commenced under this title with respect to the violation,  
and the person did not have actual knowledge of the  
existence of an investigation into the violation.

(3) A person violating this section is liable to the attorney general  
for the costs of a civil action brought to recover any such penalty  
or damages.

(4) For the purposes of determining whether an insurer has a duty  
to provide a defense or indemnification for an insured and if  
coverage may be denied if the terms of the policy exclude  
coverage for intentional acts, a violation of subsection (1) of this  
section is an intentional act.

1 (5) The office of the attorney general must, by rule, annually adjust  
2 the civil penalties established in subsection (1) of this section so  
3 that they are equivalent to the civil penalties provided under the  
4 federal false claims act and in accordance with the federal civil  
5 penalties inflation adjustment act of 1990.

6 RCW 74.66.020(1) and (2) (2012 c. 241 § 202).

7 72. For purposes of WAFCA, the terms "knowing" and "knowingly" are defined  
8 as follows:

9 "Knowing" and "knowingly" mean that a person, with respect to  
10 information: (i) Has actual knowledge of the information; (ii) Acts  
11 in deliberate ignorance of the truth or falsity of the information; or  
12 (iii) Acts in reckless disregard of the truth or falsity of the  
13 information. (b) "Knowing" and "knowingly" do not require proof  
14 of specific intent to defraud.

15 RCW 74.66.010(7)(a).

16 73. For purposes of WAFCA, the term "material" means "having a natural  
17 tendency to influence, or be capable of influencing, the payment or receipt of money or  
18 property." RCW 74.66.010(8).

19 **F. RTS' Violations of the Washington State Medicaid Fraud False Claims**

20 **1. Relator's Role as Bookkeeper for RTS**

21 74. Relator Lisa Hunter continuously performed bookkeeping services for RTS  
22 from January 2004 until she was discharged on May 2, 2015.

23 75. As RTS' independent bookkeeper, Ms. Hunter had access to RTS' financial  
24 records, payroll records, banking records, and state and federal tax records.

25 76. RTS requested a two-year audit settlement procedure for the 2013 calendar  
26 year Cost Report audit, which applied to 2013 and 2014.

77. As RTS' bookkeeper, Ms. Hunter helped RTS with the 2013 and 2014 annual  
Cost Report audits, reporting to Laird Richmond and Jason Lowery.

78. Ms. Hunter attended training for DDA's new mandatory annual cost  
reporting system on February 1, 2014.

1                   2.       ***RTS' False Reporting of Sleep Hours and***  
2                                   ***Illegal Retention of DSHS Overpayments for Unpaid Sleep Hours***

3                   79.       In order to minimize the overpayments owed to DSHS, RTS falsely reported  
4                   unpaid Sleep Hours as costs to RTS' business, as summarized on Trial Exhibit 143 and the  
5                   other exhibits referred to below:

- 6                   a.       For 2012, RTS falsely reported **20,336** unpaid Sleep Hours as paid Sleep  
7                                   Hours. Trial Ex. 2 at 0034. The court finds that RTS falsely reported **11,015**  
8                                   Sleep Hours for the six-and-a-half-month period commencing June 7, 2012  
9                                   (the effective date of Chapter 74.66 RCW) and ending December 31, 2012  
10                                  (i.e., 20,336 Hr./12 Mo. X 6.5 Mo.). DSHS reimbursed RTS at the  
11                                  Benchmark Rate of **\$15.18** per hour (Trial Ex. 2 at 0030) for the **11,015** Sleep  
12                                  Hours that RTS falsely reported for the period commencing June 7, 2012 and  
13                                  ending December 31, 2012, for a total of **\$167,542**. RTS illegally retained  
14                                  the **\$167,542** that it received from DSHS for the Sleep Hours that RTS falsely  
15                                  reported for that period. *See* Trial Ex. 143.
- 16                   b.       For 2013, RTS falsely reported **15,993** unpaid Sleep Hours as paid Sleep  
17                                   Hours. Trial Ex. 3 at 0054. DSHS reimbursed RTS at the Benchmark Rate  
18                                   of **\$15.18** per hour (Trial Ex. 3 at 0051 and 0052) for the **15,993** Sleep Hours  
19                                   that RTS falsely reported for 2013, for a total of **\$242,774**. RTS illegally  
20                                   retained the **\$242,774** that it received from DSHS for the Sleep Hours that  
21                                   RTS falsely reported for 2013. *See* Trial Ex. 143.
- 22                   c.       With respect to 2014, RTS falsely reported **17,520** unpaid Sleep Hours as  
23                                   paid Sleep Hours. Trial Ex. 4 at 0071. DSHS reimbursed RTS at the  
24                                   Benchmark Rate of **\$15.33** per hour (Trial Ex. 143) for the **17,520** Sleep  
25                                   Hours that RTS falsely reported for 2014, for a total of **\$268,582**. RTS  
26                                   illegally retained the **\$268,582** that it received from DSHS for the Sleep  
                                 Hours that RTS falsely reported for 2014. *See* Trial Ex. 143.

1 d. With respect to 2015, RTS falsely reported **15,800** unpaid Sleep Hours as  
2 paid Sleep Hours. Trial Ex. 143. DSHS reimbursed RTS at the Benchmark  
3 Rate of **\$15.78** per hour (Trial Ex. 143) for the **15,800** Sleep Hours that RTS  
4 falsely reported for 2014, for a total of **\$249,324**. RTS illegally retained the  
5 **\$249,324** that it received from DSHS for the Sleep Hours that RTS falsely  
6 reported for 2015. See Trial Ex. 143.

7  
8 **3. Mr. Richmond's and Mr. Lowery's Roles in  
RTS' False Reporting on 2012 Cost Report**

9 80. Laird Richmond signed the 2012 Cost Report (Trial Ex. 2) on behalf of RTS.  
10 Trial Ex. 2 at 0033.

11 81. Laird Richmond and Jason Lowery, acting together and in concert as the  
12 senior officers of RTS, knowingly caused RTS' 2012 Cost Report to be prepared and  
13 submitted to DSHS.

14 82. In 2012, RTS did not compensate its employees for Sleep Hours worked.

15 83. RTS' 2012 payroll and time records do not show RTS paying its employees  
16 for Sleep Hours in 2012.

17 84. Laird Richmond and Jason Lowery both knew that the 2012 Cost Report  
18 falsely reported **20,336** unpaid Sleep Hours as being paid Sleep Hours.

19 85. Laird Richmond and Jason Lowery both knew that in 2012, RTS did not pay  
20 its overnight staff for Sleep Hours worked.

21 86. Laird Richmond and Jason Lowery both knew that DSHS would rely on the  
22 false statements in the Cost Report and intended that DSHS would overpay RTS based on  
23 2012 Cost Report.

24 87. DSHS overpaid RTS, with respect to falsely-reported Sleep Hours in 2012,  
25 a total of **\$167,542** (Trial Ex. 143).

1           88.     Laird Richmond and Jason Lowery both knew that DSHS overpaid RTS by  
2 that amount in 2012.

3           89.     Jason Lowery's testimony that he believed that RTS' reporting of Sleep  
4 Hours on RTS' 2012 Cost Report was permissible is not credible.

5           **4.     *Mr. Richmond's and Mr. Lowery's Roles in***  
6           ***RTS' False Reporting on 2013 Cost Report***

7           90.     Laird Richmond signed the 2013 Cost Report (Trial Ex. 3) on behalf of RTS.  
8 Trial Ex. 3 at 0053.

9           91.     Laird Richmond and Jason Lowery, acting together and in concert as the  
10 senior officers of RTS, knowingly caused RTS' 2013 Cost Report to be prepared and  
11 submitted to DSHS.

12          92.     In 2013, RTS did not compensate its employees for Sleep Hours worked.

13          93.     RTS' 2013 payroll and time records do not show RTS paying its employees  
14 for Sleep Hours in 2013.

15          94.     Laird Richmond and Jason Lowery both knew that the 2013 Cost Report  
16 falsely reported **15,993** unpaid Sleep Hours as being paid Sleep Hours.

17          95.     Laird Richmond and Jason Lowery both knew that in 2013, RTS did not pay  
18 its overnight staff for Sleep Hours worked.

19          96.     Laird Richmond and Jason Lowery both knew that DSHS would rely on the  
20 false statements in the Cost Report and intended that DSHS would overpay RTS based on  
21 2013 Cost Report.

22          97.     DSHS overpaid RTS, with respect to falsely-reported Sleep Hours in 2013,  
23 a total of **\$242,774** (Trial Ex. 143).

24          98.     Laird Richmond and Jason Lowery both knew that DSHS overpaid RTS by  
25 that amount in 2013.

1           99. Jason Lowery's testimony that he believed that RTS' reporting of Sleep  
2 Hours on RTS' 2013 Cost Report was permissible is not credible.

3           **5. Mr. Richmond's and Mr. Lowery's Roles in**  
4           **RTS' False Reporting on 2014 Cost Report**

5           100. Laird Richmond signed the 2014 Cost Report (Trial Ex. 4) on behalf of RTS.  
6 Trial Ex. 4 at 0076.

7           101. Laird Richmond and Jason Lowery, acting together and in concert as the  
8 senior officers of RTS, knowingly caused RTS' 2014 Cost Report to be prepared and  
9 submitted to DSHS.

10          102. In 2014, RTS did not compensate its employees for Sleep Hours.

11          103. RTS' 2014 payroll and time records do not show RTS paying its employees  
12 for Sleep Hours in 2014.

13          104. Laird Richmond and Jason Lowery both knew that the 2014 Cost Report  
14 falsely reported **17,520** unpaid Sleep Hours as being paid Sleep Hours.

15          105. Laird Richmond and Jason Lowery both knew that in 2014, RTS did not pay  
16 its overnight staff for Sleep Hours worked.

17          106. Laird Richmond and Jason Lowery both knew that DSHS would rely on the  
18 false statements in the Cost Report and intended that DSHS would overpay RTS based on  
19 2014 Cost Report.

20          107. DSHS overpaid RTS, with respect to falsely-reported Sleep Hours in 2014,  
21 a total of **\$268,582** (Trial Ex. 143).

22          108. Laird Richmond and Jason Lowery both knew that DSHS overpaid RTS by  
23 that amount in 2014.

24          109. Jason Lowery's testimony that he believed that RTS' reporting of Sleep  
25 Hours on RTS' 2014 Cost Report was permissible is not credible.

26

1                   **6.     *Mr. Richmond's and Mr. Lowery's Roles in***  
2                   ***RTS' False Reporting on 2015 Cost Report***

3                   110.   Laird Richmond signed the 2015 Cost Report (Trial Ex. 5) on behalf of RTS.  
4                   Trial Ex. 5 at 0079.

5                   111.   Laird Richmond and Jason Lowery, acting together and in concert as the  
6                   senior officers of RTS, knowingly caused RTS' 2015 Cost Report to be prepared and  
7                   submitted to DSHS.

8                   112.   In 2015, RTS did not compensate its employees for Sleep Hours.

9                   113.   RTS' 2015 payroll and time records do not show RTS paying its employees  
10                  for Sleep Hours in 2015.

11                  114.   Laird Richmond and Jason Lowery both knew that the 2015 Cost Report  
12                  falsely reported **15,800** unpaid Sleep Hours as being paid Sleep Hours.

13                  115.   Laird Richmond and Jason Lowery both knew that in 2015, RTS did not pay  
14                  its overnight staff for Sleep Hours worked.

15                  116.   Laird Richmond and Jason Lowery both knew that DSHS would rely on the  
16                  false statements in the Cost Report and intended that DSHS would overpay RTS based on  
17                  2015 Cost Report.

18                  117.   DSHS overpaid RTS with respect to falsely-reported Sleep Hours in 2015, a  
19                  total of **\$249,324** (Trial Ex. 143).

20                  118.   Laird Richmond and Jason Lowery both knew that DSHS overpaid RTS by  
21                  that amount in 2015.

22                  119.   Jason Lowery's testimony that he believed that RTS' reporting of Sleep  
23                  Hours on RTS' 2015 Cost Report was permissible is not credible.

24                   **7.     *Summary of Sleep-Hour Payments Illegally Retained***

25                  120.   To summarize the previous findings, based upon the evidence presented, the  
26                  court determines that the Plaintiffs proved that RTS illegally retained a total of **\$928,221** for  
                    falsely-reported Sleep Hours for the following years, computed as follows:

	2012	2013	2014	2015	Total
<b>Sleep Hours Claimed</b>	<b>11,015 Hr.</b> (=20,336 Hr./ 12 mo. X 6.5 mo.) (Trial Ex. 2 at 0034)	<b>15,993 Hr.</b> (Trial Ex. 3 at 0054)	<b>17,520 Hr.</b> (Trial Ex. 4 at 0071)	<b>15,800 Hr.</b> (Tr. Ex. 143)	
<b>"Benchmark Rate"</b>	<b>\$15.18</b> (Trial Ex. 2 at 0030)	<b>\$15.18</b> Trial Ex. 3 at 0052)	<b>\$15.33</b> (Tr. Ex. 143)	<b>\$15.78</b> (Trial Ex. 5 at 0078)	
<b>Total</b>	<b>\$167,542</b>	<b>\$242,774</b>	<b>\$268,582</b>	<b>\$249,324</b>	<b>\$928,221</b>

**8. Mr. Richmond's and Mr. Lowery's Direction of Relator**

121. To attempt to minimize the amount that RTS would be obligated to refund to DSHS, Laird Richmond and Jason Lowery directed Ms. Hunter to prepare internal reports that falsely included Sleep Hours as part of the ISS Hours for 2012, 2013 and 2014.

122. Despite knowing RTS did not pay its employees for Sleep Hours, Jason Lowery directed Ms. Hunter not to use the following formula to calculate a number for "paid Sleep Hours:"

$$\text{Number of RTS Residential Houses} \times 1 \text{ Employee} \times \text{Number of Sleep Overnight Hours (per Jason Lowery)} \times \text{Days in the Month} = \text{Total Monthly Sleep Hours.}$$

Using Mr. Lowery's formula resulted in an artificial number of "paid Sleep Hours," which had no basis in RTS' payroll records.

**9. Relator's Attempts to Stop RTS' False Reporting**

123. At Mr. Lowery's direction, Ms. Hunter performed the calculations of false "paid Sleep Hours," and prepared Cost Reports that incorrectly showed RTS delivering Sleep Hours in 2013 and 2014. But Ms. Hunter protested and unsuccessfully attempted to stop RTS from submitting the false Cost Reports. She specifically told Laird Richmond and Jason Lowery that they should not submit false information to the DDA.

124. For example, on April 15, 2015, Ms. Hunter sent a text message to Laird Richmond:

1 I present things to you that do not make sense to my numbers  
2 world. Numbers and logic go together. This is why I like what I do  
3 and I do it well. I thought I would present the sleep hours from  
4 another view. If you can justify the situation, that is great. If you  
5 cannot justify a set of ideas, I want you to be aware of the hardship  
6 and manage appropriately before the odds are stacked so high  
7 against your survival as a business. I have a feeling the state is  
8 going to no give you [sic] the 17,520 sleep hours. Do you know  
9 why? Because your business does not pay out those sleep hours in  
10 the same way you are getting those sleep hours. Let me explain.  
11 **According to the cost report every sleep hour is worth \$15.33**  
12 **(average bench mark).  $17,520 \times 15.33 = \$268,500$ . Why would**  
13 **DDA give you that kind of money if you do not spend that money**  
14 **on direct care? They are going to want their money back.**

15 You spent 16,000 on OT. That already is in the equation. Say  
16 9,000 represents Overnight OT. That is  $\$15.33/2 = \$7.33$  Half of  
17 bench mark

18  $\$7.33 \times 9,000 = \$65,970$  attributed to Sleep Hours. Your income  
19 for sleep hours is \$268,500. Your expense for the direct care is  
20 \$65,970. That is a \$202,530 difference.

21 This is my point. If you can convince the state go right ahead. I can  
22 play the game. If they see what I see, you might to brainstorm [sic]  
23 a position or come up with a different game plan. **Play the game**  
24 **until caught. A lot of companies do this. The companies then pay**  
25 **when caught.** [Emphasis added]

26 Trial Ex. 92-96.

#### 10. **Termination of Relator**

125. On May 2, 2015, RTS terminated Relator Lisa Hunter's bookkeeping contract in retaliation for protesting about RTS presenting false numbers of "paid" Sleep Hours in its Cost Reports during the Cost Report audits.

126. RTS, Laird Richmond, and Jason Lowery retaliated against Relator in violation of RCW 77.66.090, and willfully and maliciously injured Ms. Hunter's person and property.

#### 11. **Lack of Proof of Damages Relating to Termination of Relator**

127. Although the Relator's counsel asserted during his closing argument that the Relator's termination caused the Relator to sustain damages in the form of lost back pay and

1 lost front pay, the Relator presented no testimony or other evidence during the trial from  
2 which the court can make any findings in support of an award of award of back pay, front  
3 pay, or other damages. It may be that the Relator intended the court to treat the Relator's  
4 May 16, 2017 Declaration in Support of Motion for Order of Default Judgment Against  
5 Defendants Relationship Toward Self-Discovery, Inc., and Laird Richmond (Dkt. 98) as  
6 part of the trial record; and it may be that the Relator intended the court to treat the Default  
7 Judgment entered in favor of the Relator and against RTS on June 12, 2017 (Dkt. 103) as a  
8 final and binding judgment for purposes of the Relator's claims against Defendant Laird  
9 Richmond and Defendant Jason Lowery. For the reasons explained below, the Default  
10 Judgment against RTS is not a final judgment, it is not part of the trial record, and it is not  
11 binding at trial for purposes of the Relator's claims against Defendant Richmond and  
12 Defendant Lowery.

13           128. As noted above, in considering the Relator's Motion for Default Judgment,  
14 the court was not requested to make findings of fact and conclusions of law regarding the  
15 amount of damages pursuant to CR 55(b)(2). Nor was the court requested to make an  
16 express determination, supported by written findings pursuant CR 54(b), that there was no  
17 just reason to delay entry of a final judgment against either RTS or Mr. Richmond. In the  
18 absence of such findings and conclusions pursuant to CR 55(b)(2) and CR 54(b), the Default  
19 Judgment is not a final judgment and it is not binding upon Laird Richmond or Jason  
20 Lowery.

21           129. The dollar amount in the nonfinal Default Judgment against RTS is merely a  
22 placeholder number, and the Default Judgment itself is subject to being revised or vacated  
23 "at any time before the entry of judgment adjudicating all the claims and the rights and  
24 liabilities of all the parties." CR 54(b). For example, if, after considering all of the  
25 testimony and other evidence presented by the parties at trial, the court were to find that the  
26 Plaintiff's termination had caused her to lose more back pay and/or front pay than the

1 amount stated in the Default Judgment, then that would justify an upward adjustment, and  
2 the entry of a larger final judgment against RTS and/or the other Defendants. Conversely,  
3 if, after considering all of the testimony and other evidence presented by the parties at trial,  
4 including the cross examination of the Relator, the court were to find that the Plaintiff's  
5 termination had caused her to lose less back pay and/or front pay than the amount stated in  
6 the Default Judgment, then that would justify entry of a smaller final judgment against RTS  
7 and/or the other Defendants. Either way, it is the amount of lost revenue actually proved at  
8 trial (not the amount of back pay and front pay recited in the Default Judgment) that controls  
9 the amount of back pay and/or front pay that can be awarded as part of a final judgment in  
10 favor of the Relator.

11 130. By not presenting any documentary evidence, or even testimony, regarding  
12 alleged damages during her case in chief at trial, Relator not only created an evidentiary  
13 void with respect to damages, but the Relator also deprived Defendant Lowery of the  
14 opportunity to cross examine the Relator and/or other witnesses regarding any testimony or  
15 exhibits that she could have introduced into evidence; and the Relator also deprived Mr.  
16 Lowery of the opportunity to present his own responsive evidence, testimony, and argument  
17 to the effect that the Relator's damage claim should be denied entirely or in part.

18 131. The court finds that the Default Judgment that the Relator requested could  
19 not reasonably have misled the Relator into concluding that she was relieved of the burden  
20 to come forward with evidence at trial regarding her alleged damages; or that she was  
21 prejudiced in any way by having to prove, at trial, all damages relating to her claims in the  
22 lawsuit that she had chosen to initiate against the Defendants.<sup>1</sup>

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26 <sup>1</sup> See *Medical Assur. Co., Inc. v. Weinberger*, 2012 WL 4050305 at \*6 (N.D. Indiana 2012) (citing  
*Security Ins. Co. of Hartford v. Schipporeit, Inc.*, 69 F.3d 1377, 1381 (7<sup>th</sup> Cir. 1995)).

1           132. In summary, although CR 55(b) generally allows the court discretion to grant  
2 a default judgment,<sup>2</sup> in retrospect, it would have been preferable if the Relator had not  
3 requested and if the court had not granted a Default Judgment (Dkt. 103) against RTS (just  
4 as the court declined to grant a default judgment against Mr. Richmond (Dkt 104)); and the  
5 court now finds and concludes, after having heard all of the evidence presented at trial, that  
6 that it is appropriate to vacate the Default Judgment against RTS, because:

- 7           a. in general, it is the “preferred practice” not to enter a default judgment  
8 against a single defendant in a multi-defendant case;<sup>3</sup>  
9           b. the Default Judgment that was requested and granted is not a final judgment,  
10 is not binding on Defendants Richmond or Lowery, and must be amended or  
11 vacated at any time before entry of a final judgment against all defendants,  
12 to conform to the evidence presented at trial;  
13           c. the Relator presented no evidence at trial that would support the award of  
14 damages contained in the Default Judgment; and  
15           d. there being no factual basis in the trial record that would support an award  
16 of damages in favor of the Relator and against Defendants Richmond or  
17 Lowery, it would be inconsistent to finalize or leave in place the Default  
18 Judgment against RTS.

19 **G. Original Source Facts**

20           133. On July 29, 2015, Relator Lisa Hunter’s counsel sent a letter to Douglas D.  
21 Walsh, Director of the Washington Attorney General’s Medicaid Fraud Control Unit. The  
22 letter summarizes the allegations that the Relator later set forth in her *qui tam* Complaint.  
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25 <sup>2</sup> See *Kaye v. Lowes HIW, Inc.*, 158 Wn.App. 320, 326-327, 242 P.3d 27 (2010).

26 <sup>3</sup> See *Medical Assur. Co., Inc. v. Weinberger*, 2012 WL 4050305 at \*7 (N.D. Indiana 2012), citing  
*Home Ins. Co. of Illinois v Adco Oil Co.*, 154 F.3d 739, 741 (7<sup>th</sup> Cir. 1998), and *Loyless v. Oliveira*,  
1:09-CV-239, 2011 WL 3703535 at n. 2 (E.D. Tenn. Aug. 23, 2011).



1       **B.     State’s Claims**

2           **1.     State’s Claim for Violation of Medicaid False Claims Act (Chap. 74.66**  
3           **RCW)**

4           4.     RTS, Laird Richmond and Jason Lowery are “persons,” as that term is  
5 defined at RCW 74.66.010(11), for purposes of the State’s claims for violation of the  
6 Washington Medicaid FCA (Chap. 74.66 RCW), including RCW 74.66.020(1).

7           5.     Pursuant to RCW 74.66.040, the Attorney General is authorized to bring a  
8 civil action against the Defendants alleging violations of RCW 74.66.020. The Attorney  
9 General has brought this suit against the Defendants for alleged violations of  
10 RCW 74.66.020 pursuant to the statutory authority vested in the Attorney General by  
11 RCW 74.66.040.

12          6.     Beginning on or after the effective date of the Washington Medicaid FCA  
13 (Chap. 74.66 RCW) (June 7, 2012), RTS, Jason Lowery and Laird Richmond violated  
14 RCW 74.66.020(1) of the Washington Medicaid FCA by:

- 15           a.     knowingly presenting, or causing to be presented, false or fraudulent claims  
16                 for payment or approval by submitting annual Cost Reports to DSHS that  
17                 included false statements regarding Sleep Hours;
- 18           b.     knowingly making, using or causing to be made or used, false records or  
19                 statements material to the false or fraudulent claims;
- 20           c.     conspiring with each other to violate RCW 74.66.020(1);
- 21           d.     having possession, custody or control of property or money used, or to be  
22                 used, by the DSHS and knowingly delivering, or knowingly causing to be  
23                 delivered, less than all of that money or property;
- 24           e.     knowingly making, using, or causing to be made or used, false records or  
25                 statements material to RTS’ obligation to pay or transmit money or property  
26                 to the DSHS, and knowingly concealing or knowingly and improperly

1                   avoiding or decreasing RTS' obligation to pay or transmit money or property  
2                   to the DSHS;

3                   7.       The false reporting of Sleep Hours by RTS, Laird Richmond and Jason  
4 Lowery State proximately caused the State to sustain actual damages totaling **\$928,221.00**.

5                   8.       Pursuant to RCW 74.66.020(1), the State of Washington is entitled to  
6 recover, and RTS, the Estate of Laird Richmond, and Jason Lowery and the marital  
7 community comprising Jason Lowery and Jane Doe Lowery jointly and severally are liable  
8 to the State to pay the sum of **\$2,784,663.00** (three times the amount of actual damages  
9 stated in the previous Conclusion of Law), plus a civil penalty of **\$5,500.00**, for a principal  
10 judgment amount totaling **\$2,790,163.00**; and a judgment should be granted in favor of the  
11 State and jointly and severally against the Defendants in that principal judgment amount,  
12 plus the State's costs incurred in this action, as provided in RCW 74.66.020(3); plus the  
13 Relator's reasonable expenses, including the Relator's reasonable attorneys' fees and costs,  
14 as provided in RCW 74.66.070(1)(c). Such expenses, fees, and costs shall be determined  
15 by motion prior to entry of the final judgment.

16                   2.       ***State's Common Law Fraud Claim***

17                   9.       The State has proved by clear, cogent and convincing evidence that  
18 Defendants RTS, Laird Richmond, and Jason Lowery defrauded the State by their conduct  
19 described in the Findings of Fact.

20                   10.     The State has proved by clear, cogent and convincing evidence that the  
21 fraudulent reporting of Sleep Hours by RTS, Laird Richmond and Jason Lowery  
22 proximately caused the State to sustain actual damages totaling **\$928,221.00**. These  
23 damages are the same as the actual damages that are to be awarded with respect to the State's  
24 claim for violation of the Washington Medicaid FCA (Chap. 74.66 RCW).

25                   11.     The State is entitled to recover, and RTS, the Estate of Laird Richmond, and  
26 Jason Lowery and the marital community comprising Jason Lowery and Jane Doe Lowery

1 jointly and severally are liable to the State to pay the amount of actual damages stated in the  
2 previous Conclusion of Law; and a judgment in that amount should be granted jointly and  
3 severally against the Defendants, and in favor of the State.

4 **3. State's Unjust Enrichment Claim**

5 12. The State has proved by a preponderance of the evidence that Defendants  
6 RTS, Laird Richmond, and Jason Lowery were unjustly enriched by their wrongful conduct  
7 described in the Findings of Fact.

8 13. The State has proved by a preponderance of the evidence that the false and  
9 fraudulent reporting of Sleep Hours by RTS, Laird Richmond and Jason Lowery unjustly  
10 enriched them in the amount of **\$928,221.00**. This amount is the same as the actual damages  
11 that are to be awarded with respect to the State's claim for violation of the Washington  
12 Medicaid FCA (Chap. 74.66 RCW) and the State's common-law fraud claim.

13 14. The State is entitled to recover, and RTS, the Estate of Laird Richmond, and  
14 Jason Lowery and the marital community comprising Jason Lowery and Jane Doe Lowery  
15 jointly and severally are liable to the State to pay the amount of actual damages stated in the  
16 previous Conclusion of Law; and a judgment in that amount should be granted jointly and  
17 severally against the Defendants, and in favor of the State.

18 **4. State's Conversion Claim**

19 15. The State has proved by a preponderance of the evidence that Defendants  
20 RTS, Laird Richmond, and Jason Lowery wrongfully converted specific, identifiable funds  
21 of the State for their own use by their conduct described in the Findings of Fact.

22 16. The State has proved by a preponderance of the evidence that the wrongful  
23 conversion by RTS, Laird Richmond and Jason Lowery proximately caused the State to  
24 sustain actual damages totaling **\$928,221.00**. These damages are the same as the actual  
25 damages that are to be awarded with respect to the State's claim for violation of the  
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1 Washington Medicaid FCA (Chap. 74.66 RCW), the State’s common-law fraud claim, and  
2 the State’s unjust enrichment claim.

3           17. The State is entitled to recover, and RTS, the Estate of Laird Richmond, and  
4 Jason Lowery and the marital community comprising Jason Lowery and Jane Doe Lowery  
5 jointly and severally are liable to the State to pay the amount of damages stated in the  
6 previous Conclusion of Law; and a judgment in that amount should be granted jointly and  
7 severally against the Defendants, and in favor of the State.

8           5. ***State’s Claim for Violation of Medicaid Provider***  
9 ***Fraudulent Practices Statute (RCW 74.09.210)***

10           18. The State has proved by clear, cogent and convincing evidence that  
11 Defendants RTS, Laird Richmond, and Jason Lowery violated the Washington Medicaid  
12 Provider Fraudulent Practices Statute (RCW 74.09.210) by their false reporting of Sleep  
13 Hours and their receipt of excess benefits and payments, as described in the Findings of  
14 Fact.

15           19. The false reporting of Sleep Hours by RTS, Laird Richmond and Jason  
16 Lowery State proximately caused the State to sustain actual damages totaling **\$928,221.00**  
17 for Violation of the Medicaid Provider Fraudulent Practices Statute (RCW 74.09.210).  
18 These damages are the same as the actual damages that are to be awarded with respect to  
19 the State’s claim for violation of the Washington Medicaid FCA (Chap. 74.66 RCW), the  
20 State’s common-law fraud claim, the State’s unjust enrichment claim, and the State’s  
21 conversion claim.

22           20. Pursuant to RCW 74.09.210(2), the State of Washington is entitled to  
23 recover, and RTS, the Estate of Laird Richmond, and Jason Lowery and the marital  
24 community comprising Jason Lowery and Jane Doe Lowery jointly and severally are liable  
25 to the State to pay a principal judgment amount totaling **\$2,784,663.00** (three times the  
26 amount of actual damages stated in the previous Conclusion of Law) for Violation of the

1 Medicaid Provider Fraudulent Practices Statute (RCW 74.09.210); and a judgment should  
2 be granted in favor of the State and jointly and severally against the Defendants in that  
3 principal judgment amount.

4 **C. Relator’s Claims**

5 **1. Relator’s Claim for Violation of Medicaid Fraud Claims Act**  
6 **(RCW 74.66.020)**

7 21. RTS, Laird Richmond, and Jason Lowery are “persons,” as that term is  
8 defined at RCW 74.66.010(11), for purposes of the Relator’s claims for violation of the  
9 Washington Medicaid FCA (Chap. 74.66 RCW), including RCW 74.66.020.

10 22. As authorized by RCW 74.66.050(1), Relator Lisa Hunter initiated this civil  
11 action on behalf of herself and on behalf of the State, alleging violations of RCW 74.66.020.

12 23. Because Relator Lisa Hunter is the original and primary contributor of the  
13 information that the State used to prove its claim against the Defendants for violation of the  
14 Washington Medicaid FCA (Chap. 74.66 RCW), the court concludes, pursuant to  
15 RCW 74.66.070(1)(a), that Ms. Hunter is entitled to receive twenty-five percent (25%) of  
16 any sum that the State may recover from the Defendants with respect to the judgment on  
17 that claim.

18 24. Additionally, pursuant to RCW 74.66.070(1)(c), Ms. Hunter is entitled to  
19 recover an additional amount equal to her reasonable expenses incurred in this suit; plus her  
20 reasonable attorneys’ fees and costs incurred in this suit.

21 25. The judgment against the Defendants and in favor of the State shall include  
22 a provision that Relator Lisa Hunter is entitled to receive twenty-five percent (25%) of any  
23 sum that may be recovered by the State from the Defendants with respect to the State’s claim  
24 against the Defendants for violation of the Washington Medicaid FCA (Chap. 74.66 RCW),  
25 pursuant to RCW 74.66.070(1)(a); plus an additional amount equal to her reasonable  
26 expenses incurred in this suit; plus her reasonable attorneys’ fees and costs incurred in this

1 suit, pursuant to RCW 74.66.070(1)(c). Such expenses, fees, and costs shall be determined  
2 by motion prior to entry of the final judgment.

3 **2. Relator's Equitable Common-Fund Doctrine Claim**

4 26. As noted above, by reporting the misconduct of RTS, Laird Richmond, and  
5 Jason Lowery to the Office of the Washington Attorney General, Ms. Hunter helped create,  
6 discover, increase, or preserve a common fund for the benefit of herself and others. The  
7 court concludes that Ms. Hunter therefore is entitled to recover her reasonable litigation  
8 costs and her reasonable attorney's fees from that fund. The expenses, fees, and costs that  
9 Ms. Hunter may recover pursuant to her equitable common-fund doctrine claim shall be in  
10 the same total amount as the total of expenses, fees, and costs that she is entitled to recover  
11 pursuant to RCW 74.66.070(1)(c). Such expenses, fees, and costs shall be determined by  
12 motion prior to entry of the final judgment.

13 **3. Relator's Claim for Reinstatement of Her Contract (RCW 74.66.090)**

14 27. RTS, Laird Richmond, and Jason Lowery are "persons," as that term is  
15 defined at RCW 74.66.010(11), for purposes of the Relator's claims for violation of the  
16 Washington Medicaid FCA (Chap. 74.66 RCW), including RCW 74.66.090.

17 28. RCW 74.66.090 affords protection to contractors against being "discharged,  
18 demoted, suspended, threatened, harassed, or in any other manner discriminated against in  
19 the terms and conditions of employment because of lawful acts done by the employee,  
20 contractor, agent, or associated others in furtherance of an action under this chapter or other  
21 efforts to stop one or more violations" the Washington Medicaid FCA. RCW 74.66.090(1).

22 29. RTS, Jason Lowery, and Laird Richmond discriminated against Ms. Hunter  
23 and terminated Ms. Hunter's contract in violation of RCW 74.66.090(1) because she had  
24 engaged in conduct to stop their violations of the Washington Medicaid FCA.

25 30. Pursuant to RCW 74.66.090(2), Ms. Hunter was entitled to initiate a civil  
26 action seeking

1 reinstatement with the same seniority status that [she, as a  
2 contractor] would have had but for the discrimination, two times  
3 the amount of back pay, interest on the back pay, and  
4 compensation for any special damages sustained as a result of the  
5 discrimination, including litigation costs and reasonable attorneys'  
6 fees, and any and all relief available under RCW 49.30.030(2).

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31. RCW 49.30.030(2), referred to in RCW 74.66.090(2), quoted immediately  
above, allows a plaintiff to initiate a civil action seeking an injunction

to enjoin further violations, or to recover the actual damages  
sustained by the person, or both, together with the cost of suit  
including reasonable attorneys' fees or any other appropriate  
remedy authorized by this chapter or the United States Civil Rights  
Act of 1964 as amended, or the Federal Fair Housing Amendments  
Act of 1988 (42 U.S.C. Sec. 3601 et seq.).

32. With respect to the Relator's claim for reinstatement of her contract with  
RTS pursuant to RCW 74.66.090(2), the court will not order RTS to reinstate the Relator's  
contract or issue an injunction against RTS enjoining further violations, because RTS is a  
defunct business entity, and the owner of RTS, Laird Richmond, is deceased. The Relator's  
reinstatement claim therefore shall be dismissed with prejudice.

**4. Relator's Claim for Damages (RCW 74.66.090)**

33. With respect to the Relator's claim for monetary damages pursuant to  
RCW 74.66.090(2) and RCW 49.30.030(2), the court concludes that the Relator's monetary  
claim must be dismissed with prejudice because the Relator presented no testimony or other  
evidence during the trial from which the court can make any findings of fact in support of a  
judgment for back pay, front pay, or other monetary damages.

**5. Default Judgment**

34. There being no factual basis in the trial record that would support a final  
judgment for monetary damages in favor of the Relator and against any of the Defendants,  
the court concludes that the Default Judgment in favor of the Relator and against Defendant  
RTS (Dkt. 103) must be vacated.

1       **D. Summary**

2           35.     **State's Claims.** Based on the foregoing Findings of Fact and Conclusions  
3 of Law, the court shall issue a final judgment as follows with respect to the State's claims:

4           a.       The State's first claim (pursuant to RCW 74.09.210), second claim  
5                   (pursuant to WAFCA, Chapter 74.66 RCW), third claim (common  
6                   law fraud), fourth claim (unjust enrichment), and fifth claim  
7                   (conversion) shall be granted.

8           b.       A final judgment shall be entered in favor of the State of Washington  
9                   and jointly and severally against Defendants Relationship Toward  
10                  Self Discovery, Inc., the Estate of Laird Richmond, and Jason  
11                  Lowery and the marital community comprising Jason Lowery and  
12                  Jane Doe Lowery in the amount of **\$2,790,163.00**, plus the State's  
13                  costs incurred in this action, as provided in RCW 74.66.020(3); plus  
14                  the Relator's reasonable expenses, including reasonable attorneys'  
15                  fees and costs, as provided in RCW 74.66.070(1)(c), in amounts to  
16                  be determined by motion prior to entry of the final judgment.

17           36.     **Relator's Claims.** Based on the foregoing Findings of Fact and Conclusions  
18 of Law, the court shall issue a final judgment as follows with respect to the Relator's claims:

19           a.       The Relator's first claim (pursuant to WAFCA, Chapter 74.66 RCW)  
20                   and second claim (pursuant to the equitable common-fund doctrine)  
21                   shall be granted.

22           b.       The final judgment in favor of the State shall include a provision that  
23                  Relator Lisa Hunter is entitled to receive twenty-five percent (25%)  
24                  of any sum that may be recovered by the State from the Defendants  
25                  with respect to the State's claim against the Defendants for violation  
26                  of the Washington Medicaid FCA (Chap. 74.66 RCW); plus an

1 additional amount equal to the Relator's reasonable expenses,  
2 including reasonable attorneys' fees and costs, as provided in  
3 RCW 74.66.070(1)(c), in amounts to be determined by motion prior  
4 to entry of the final judgment.

5 c. The Relator's claim for reinstatement of her contract pursuant to  
6 RCW 74.66.090(2) shall be dismissed with prejudice.

7 d. The Relator's claim for monetary damages pursuant to  
8 RCW 74.66.090(2) and RCW 49.60.030(2) shall be dismissed with  
9 prejudice.

10 e. The Default Judgment (Dkt. 103), dated June 13, 2017, in favor of  
11 the Relator and against Defendant Relationship Toward Self  
12 Discovery, Inc. shall be vacated.

13 37. The State is directed to present a proposed final judgment that is consistent  
14 with these Findings of Fact and Conclusions of Law.

15 38. Pursuant to CR 54(d)(2), the State and the Relator may present motions for  
16 fees and costs within ten days after the date on which these Findings of Fact and Conclusions  
17 of Law are filed and served.

18 Date: December 5, 2018.

19  
20 s/ John R. Ruhl

21 John R. Ruhl, Judge  
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King County Superior Court  
Judicial Electronic Signature Page

Case Number: 15-2-28134-8  
Case Title: WASHINGTON STATE OF OBO VS RELATIONSHIP TOWARD  
SELF DISCOVERY INC ET AL  
Document Title: ORDER -FF&CL (HUNTER+WA V RTS)

Signed by: John Ruhl  
Date: 12/6/2018 9:00:00 AM



Judge/Commissioner: John Ruhl

This document is signed in accordance with the provisions in GR 30.

Certificate Hash: 935BEE50439EAED14D7E164B302050F344EAA480  
Certificate effective date: 3/13/2014 2:24:05 PM  
Certificate expiry date: 3/13/2019 2:24:05 PM  
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O=KCDJA, CN="John Ruhl:  
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