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MAR 12 2009

LAW OFFICE OF
SIRIANNI YOUTZ
MEIER & SPOONEMORE

IN THE SUPERIOR COURT OF WASHINGTON FOR SNOHOMISH COUNTY

DARLENE ROCKEY, on her own behalf and
on behalf of similarly situated persons,

Plaintiff,

v.

THE CENTER FOR COUNSELING AND
HEALTH RESOURCES; GREGORY L. and
LaFON JANTZ, and their marital community;

Defendants.

No. 2:08-CV-01537

**DEFENDANTS' ANSWER TO
PLAINTIFF'S COMPLAINT**

COME NOW Defendants: The Center for Counseling and Health Resources,
Gregory L. Jantz, and LaFon Jantz, (hereinafter referred to as "Defendants") and
respectfully submits the following Answer and Affirmative Defenses in response to the
Plaintiff's Complaint.

I. ANSWER

1. In answer to paragraph 1 of Plaintiff's complaint, Defendants have insufficient
knowledge or information regarding Plaintiff's current residence, and therefore deny the
same. Defendants admit that Plaintiff received services at The Center between May 2,
2005 and May 23, 2005, but not continuously. Defendants deny any remaining factual
allegations in this paragraph.

2. In answer to paragraph 2 of Plaintiff's complaint, Defendants admit.

3. In answer to paragraph 3 of Plaintiff's complaint, Defendants do not know
how Plaintiff defines "acts and omissions," but to the extent that these "acts and

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1 omissions” involve Plaintiff’s interactions with or Plaintiff’s treatment at The Center,
2 Defendants deny that these acts were performed on behalf of the marital community. As to
3 the remainder of this paragraph, Defendants admit.

4 4. In answer to paragraph 4 of Plaintiff’s complaint, Defendants deny that Ms.
5 Jantz works in any capacity at The Center. Defendants do not know how Plaintiff defines
6 “acts and omissions,” but to the extent that these “acts and omissions” involve Plaintiff’s
7 interactions with or Plaintiff’s treatment at The Center, Defendants deny that these acts
8 were performed on behalf of the marital community. As to the remainder of this paragraph,
9 Defendants admit.

10 5. Paragraph 5 of Plaintiff’s complaint is a legal conclusion. As such,
11 Defendants object to and deny the same. Defendants deny that Plaintiff has properly
12 brought this matter as a class action.

13 6. In answer to paragraph 6 of Plaintiff’s complaint, Defendants admit that
14 Defendants reside in the district. The remainder of paragraph 6 is a legal conclusion and
15 does not require an answer. As such, Defendants object to and deny the same.

16 7. In answer to paragraph 7 of Plaintiff’s complaint, Defendants deny each and
17 every allegation therein.

18 8. In answer to paragraph 8 of Plaintiff’s complaint, The Center denies that as a
19 licensed facility for chemical dependency and a licensed health care facility, that The
20 Center is required to segregate funds paid in advance for services from other funds, and
21 admits that The Center did not segregate in such a manner. Defendants deny that any
22 funds paid in advance of services were not properly accounted for. As to any remaining
23 factual allegations, Defendants deny.

24 9. In answer to paragraph 9 of Plaintiff’s complaint, Defendants deny.

25 10. In answer to paragraph 10 of Plaintiff’s complaint, Defendants deny each and every
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1 factual allegation therein. Defendants deny that Plaintiff, or the proposed class, are
2 entitled to any declaratory or injunctive relief from Defendants. Defendants deny that
3 Plaintiff has standing to request any relief on behalf of the current and former patients of
4 The Center.

5 11. In answer to paragraph 11 of Plaintiff's complaint, to the extent this
6 paragraph contains any factual allegations, Defendants deny each and every allegation
7 therein. Defendants specifically deny that Plaintiff has defined any class of persons, or that
8 Plaintiff has standing to request any relief on behalf a proposed class of persons who
9 allegedly paid for services that would have been covered by a third-party payor, as Plaintiff
10 specifically indicated to The Center that Plaintiff did not have any insurance or third party
11 payor that The Center could bill. (See Attached). The Center denies that it has the ability
12 to bill any a third-party payor that has never been disclosed to it, or that it can bill a third
13 party payor that a client has not provided authorization to bill.

14 12. In answer to paragraph 12 of Plaintiff's complaint, to the extent this paragraph
15 contains any factual allegations, Defendants deny each and every allegation therein.
16 Defendants specifically deny that Plaintiff's vague identification of a proposed class of
17 "most if not all of patients who enrolled in The Center's intensive treatment programs,"
18 satisfies the numerosity requirement of CR 23.

19 13. In answer to paragraph 13 of Plaintiff's complaint, to the extent this paragraph
20 contains any factual allegations, Defendants deny each and every allegation therein.
21 Defendants also deny that the alleged common questions of law and fact set forth by
22 Plaintiff in this paragraph, even if presumed to give rise to any cause of action, satisfy the
23 criteria of CR 23, as they do not include questions of law or fact that are
24 common to all or any of Plaintiff's proposed class.

25 14. In answer to paragraph 14 of Plaintiff's complaint, Defendants deny and
26 every allegation therein.

27 15. In answer to paragraph 15 of Plaintiff's complaint, Defendants deny that

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2 the proposed counsel seeking to represent Plaintiff as well as the proposed class, would be
3 appropriate. To the extent this paragraph contains any factual allegations, Defendants
4 deny each and every allegation therein.

5 16. In answer to paragraph 16 of Plaintiff's complaint, Defendants deny that they
6 have acted or refused to act on grounds generally applicable to the proposed class.
7 Defendants specifically deny each and every remaining factual allegation in paragraph 16
8 of Plaintiff's complaint.

9 17. In answer to paragraph 17 of Plaintiff's complaint, Defendants deny that
10 questions of law and fact common to the class predominate over individual issues.
11 Defendants deny that their billing practices are standard, or common as to the members of
12 the proposed class. Defendants deny that the proposed class meets the criteria of CR 23.

13 Defendants specifically deny each and every remaining factual allegation in paragraph 17
14 of Plaintiff's complaint.

15 18. In answer to paragraph 18 of Plaintiff's complaint, Defendants have
16 insufficient knowledge or information regarding how Plaintiff learned of The Center, and
17 therefore deny said allegation.

18 19. In answer to paragraph 19 of Plaintiff's complaint, Defendants deny each and
19 every factual allegation contained therein. The Center has never been a Medicare
20 provider, and has never advertised as such. The Center has never even submitted an
21 enrollment application to be approved as a Medicare Provider. Defendants specifically
22 deny each and every remaining factual allegation in paragraph 19 of Plaintiff's complaint.

23 20. In answer to paragraph 20 of Plaintiff's complaint, Defendants deny each and
24 every factual allegation contained therein.

25 21. In answer to paragraph 21 of Plaintiff's complaint, Defendants do not know
26 which "agreement" Plaintiff is referring to, and therefore denies the same. Defendants
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2 admit that Plaintiff did sign a contract for a 4 week program at The Center, and that she
3 paid for this program up-front.

4 22. In answer to paragraph 22 of Plaintiff's complaint, Defendants admit that
5 Plaintiff aborted treatment at The Center one week prior to completing the treatment
6 program she was enrolled in.

7 23. In answer to paragraph 23, Defendants admit that Plaintiff, on her own and
8 through counsel, requested a refund of all of the payments she had paid to The Center for
9 her care.

10 24. In answer to paragraph 24 of Plaintiff's complaint, Defendants deny each and
11 every allegation therein.

12 25. In answer to paragraph 25 of Plaintiff's complaint, Defendants deny each and
13 every factual allegation contained therein.

14 26. In answer to paragraph 26 of Plaintiff's complaint, Defendants deny that the
15 facts of the holding relied upon by Plaintiff, are in any way applicable to the subject lawsuit,
16 except that the same Plaintiff's attorney has brought both actions. Defendants deny that
17 an excerpt from a very fact specific case, taken out of context, has any relevance to the
18 subject lawsuit, or to the class of persons Plaintiff seeks to represent. With regard to any
19 factual allegations in this paragraph, defendants deny each and every allegation therein.

20 27. In answer to paragraph 27 of Plaintiff's complaint, Defendants deny that
21 Plaintiff or the members of the Plaintiff's proposed class were injured by Defendants. With
22 regard to any factual allegations in this paragraph, defendants deny each and every
23 allegation therein.

24 28. In answer to paragraph 28 of Plaintiff's complaint, Defendants reassert their
25 prior answers as set forth herein.

26 29. In answer to paragraph 29 of Plaintiff's complaint, Defendants deny each and
27 every allegation therein.

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3 30. In answer to paragraph 30 of Plaintiff's complaint, Defendants reassert their
4 prior answers as set forth herein.

5 31. In answer to paragraph 31 of Plaintiff's complaint, Defendants deny each and
6 every allegation contained therein.

7 32. In answer to paragraph 32, of Plaintiff's complaint, Defendants reassert their
8 prior answers as set forth herein.

9 33. In answer to paragraph 33 of Plaintiff's complaint, Defendants deny each and
10 every allegation contained therein.

11 34. In answer to Plaintiff's Requested Relief, Defendants deny that Plaintiff is
12 entitled to any of the relief requested therein.

13 Defendants object to Plaintiff's attempt to bring a motion to certify a class action
14 within the body of the complaint. Regardless, Defendants deny that Plaintiff's Complaint
15 meets any of the requirements of CR 23, or that the class proposed by plaintiff should be
16 certified.

17 II. AFFIRMATIVE DEFENSES

18 By way of further answer to Plaintiff's complaint, Defendants assert the following
19 affirmative defenses:

20 1. Plaintiff's lawsuit against Defendants is not well grounded in fact or warranted
21 by existing law, because Defendants have breached no legally recognizable duty or
22 obligation owed to Plaintiff or to the proposed class.

23 2. Failure to state a claim upon which relief may be granted.

24 3. The acts or omissions of Defendants did not constitute a tort against Plaintiff,
25 or against any member of the proposed class.

26 4. The total value of each of Plaintiff's claims is less than \$10,000.00 and
27 should Defendants be the prevailing party in this action, Defendants would be entitled to

1 reasonable attorneys fees and costs pursuant to RCW 4.84.290, 4.84.250, 4.84.260,
2 4.84.280 and 4.84.270.

3 5. Jurisdiction and venue.

4 6. Failure to commence the action within the applicable statute of limitations.

5 7. Plaintiff's injuries and damages, if any, were negligently and proximately
6 caused by persons other than Defendants and/or by causes other than those for which
7 Defendants are accountable.

8 8. Plaintiff's proposed class does not satisfy the prerequisites of CR 23(a),
9 because there are no questions of law or fact common to all class members, and the

10 9. Plaintiff has failed to comply with RCW 7.70 et seq.

11 10. Plaintiff has no standing to bring one or more of the claims asserted in her
12 complaint.

13 11. Plaintiff has not met her burden of meeting the perquisites of CR 23(a)

14 12. Plaintiff's injuries and damages, if any, were negligently and proximately
15 caused by Plaintiff's own acts and omissions.

16 13. Failure to commence the action within the applicable statute of limitations.

17 III. RESERVATION OF RIGHTS

18 Defendants reserve the right to add additional defenses and make further claims as
19 may be warranted by discovery.

20 DATED this 11 day of March, 2009.

21 COLE, LETHER, WATHEN & LEID, P.C.

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24 Thomas Lether, WSBA #18089
Eric Neal, WSBA #31863
25 Sarah L. Eversole, WSBA #36335
Attorneys for Defendants
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MAR 12 2009

LAW OFFICE OF
SIRIANNI YOUTZ
MEIER & SPOONEMORE

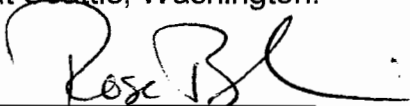
CERTIFICATE OF SERVICE

I hereby certify that on March 12, 2009, a copy of the foregoing was served on the following participants as indicated:

Eleanor Hamburger
Sirianni Youtz Meier & Spoonemore
719 Second Ave, Suite 1100
Seattle, WA 98104

VIA legal messenger

Dated this 12th day of March, 2009, at Seattle, Washington.


Rose Behbahani, Legal Assistant

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THE CENTER, INC. CLIENT INFORMATION (Please Print)

CLIENT Rockey Darlene Ruth HOME PHONE (760) 322-2956
LAST NAME FIRST NAME MIDDLE INT. WORK PHONE () N/A

ADDRESS 111 E. Ramon Rd. Apts #19 CELL PHONE () _____
Palm Springs CA GENDER MALE FEMALE
CITY STATE ZIP CODE BIRTHDATE 4/14/65

OCCUPATION N/A SS# 538-48-2888

EMPLOYER _____ MARITAL STATUS: _____ SINGLE

ADDRESS _____ MARRIED

CITY STATE ZIP CODE DIVORCED

REFERRED TO THIS OFFICE BY my twin sister WIDOWED

RELIGION/CHURCH PREFERENCE (OPTIONAL) _____ SEPARATED

MAY WE IDENTIFY OURSELVES IF WE CALL YOU AT: _____ WORK _____ HOME

ADDITIONAL FAMILY INFORMATION:	BIRTHDATE	GENDER	SS#
SPOUSE _____	_____	M / F _____	_____
DEPENDENT _____	_____	M / F _____	_____
DEPENDENT _____	_____	M / F _____	_____
OTHER _____	_____	M / F _____	_____

GUARANTOR'S INFORMATION (If other than the client)

RELATIONSHIP TO CLIENT _____ SPOUSE _____ PARENT/GUARDIAN _____ OTHER _____

NAME _____ HOME PHONE () _____
LAST NAME FIRST NAME MIDDLE INT. WORK PHONE () _____

ADDRESS _____ SS# _____
CITY STATE ZIP CODE BIRTHDATE ____/____/____

EMPLOYER _____

Please initial below: PLEASE PROVIDE THE FOLLOWING INSURANCE INFORMATION:

N/A I WOULD LIKE MY INSURANCE BILLED. I UNDERSTAND THAT I AM RESPONSIBLE FOR PAYMENT ON ALL COSTS WHETHER MY INSURANCE COMPANY PAYS OR NOT. I HAVE RECEIVED A COPY OF THE CENTER, INC.'S ESTABLISHED FEES. I UNDERSTAND THESE ARE THE FEES TO BE CHARGED IF I CHOOSE TO USE THESE SERVICES.

COMPANY N/A PHONE _____ ID# _____ GROUP# _____
POLICY HOLDER _____ BIRTHDATE _____ SS# _____ EMPLOYER _____
POLICY HOLDER'S ADDRESS & PHONE _____

Please initial below: PLEASE PROVIDE THE FOLLOWING INFORMATION IF YOU DO NOT HAVE/WISH TO USE INSURANCE:

_____ I WOULD LIKE TO BE CONSIDERED FOR THE CENTER, INC.'S SLIDING FEE SCALE BASED ON MY GROSS MONTHLY HOUSEHOLD INCOME OF \$ _____ WITH _____ DEPENDENTS (Please include yourself). IN RETURN I WILL MAINTAIN A ZERO OR CREDIT BALANCE TO RETAIN THIS RATE. OTHERWISE, I UNDERSTAND THAT I WILL BE BILLED THE CENTER, INC.'S FULL BILLING RATE. I UNDERSTAND IF I SELF-BILL MY INSURANCE FOR ANY SERVICE, FULL FEES WILL APPLY. I HAVE RECEIVED A COPY OF THOSE FULL BILLING FEES. THE FOLLOWING RATES ARE BASED ON THE ABOVE STATED INFORMATION (Please initial on the line under each agreed-upon fee):

MEDICAL @ _____ / SESS LICENSED @ _____ / SESS REGISTERED @ _____ / SESS GROUP @ _____ / HR OR SESS INITIAL DIAG. SESS @ _____

CD Assessment \$ _____ A/DIS Class _____ Pre-pay Option _____ / SESS PH.D @ _____ / SESS _____ / SESS
 Other Therapist