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

JASON FOSHEE, an individual,  
Plaintiff,  
  
vs.  
  
RUSSELL K. NOMI, D.D.S., P.S.,  
a Washington professional service  
corporation,  
Defendant.

NO. 26-2-13913-0 SEA  
  
COMPLAINT FOR VIOLATIONS  
OF CHAPTER 70.02 RCW

Plaintiff Jason Foshee alleges as follows:

**I. PARTIES**

- 1.1 Plaintiff Jason Foshee is an individual residing in the State of Washington.
- 1.2 Defendant RUSSELL K. NOMI, D.D.S., P.S. is, on information and belief, a Washington professional service corporation doing business in King County, Washington, including through the dental office in Kirkland, Washington, where Plaintiff received care and from which Plaintiff later sought records relating to that care.

1 1.3 Defendant is, and at all times relevant was, a health care provider, health care  
2 facility, clinic, office, or other entity subject to chapter 70.02 RCW.

3 1.4 At all times relevant, Defendant acted through its officers, employees, agents,  
4 apparent agents, attorneys, administrative staff, and other representatives communicating on its  
5 behalf concerning Plaintiff's records requests.

6 1.5 At all times relevant, Defendant maintained, controlled, possessed, had access to, or  
7 had the legal duty to make available Plaintiff's recorded health care information and patient  
8 records relating to his dental care.

9 **II. JURISDICTION AND VENUE**

10 2.1 This Court has subject matter jurisdiction over this action under Article IV, section 6  
11 of the Washington Constitution and the laws of the State of Washington.

12 2.2 This action arises under chapter 70.02 RCW, including RCW 70.02.080, RCW  
13 70.02.090, and RCW 70.02.170.

14 2.3 Venue is proper in King County because Defendant conducts business in King  
15 County and because a substantial part of the events and omissions giving rise to this action  
16 occurred in King County.

17 **III. NATURE OF ACTION**

18 3.1 This is an action arising from Defendant's failure to timely and fully comply with  
19 Plaintiff's written requests to examine and copy his recorded health care information and patient  
20 records.

21 3.2 Plaintiff seeks only the relief authorized by chapter 70.02 RCW, including an order  
22 requiring compliance, actual damages as allowed by statute, and reasonable attorneys' fees  
23 and other reasonable expenses reasonably incurred by the prevailing party.

24 3.3 Plaintiff does not seek consequential or incidental damages in this action.  
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**IV. FACTUAL ALLEGATIONS**

4.1 Before Plaintiff made formal written records requests, Plaintiff briefly visited Defendant's office and personally presented a USB drive to a receptionist, asking that certain x-rays be copied onto the drive so Plaintiff could take those x-rays to a new dentist.

4.2 That earlier interaction was informal, limited in scope, and completed in only a few minutes.

4.3 That earlier interaction was not a formal written request for examination or copying of Plaintiff's recorded health care information, was not a request for Plaintiff's complete patient record, and, on information and belief, resulted only in the copying of certain x-rays.

4.4 Defendant has not identified any record demonstrating that the earlier USB interaction involved production of Plaintiff's complete patient record or complete recorded health care information.

4.5 On or about February 12, 2026, Plaintiff sent a written request for examination and copying of his patient records and recorded health care information relating to his dental care.

4.6 Plaintiff thereafter sent additional written requests, follow-up demands, and clarifying written communications concerning those records, including written communications dated March 24, 2026, March 28, 2026, and April 1, 2026.

4.7 Between February 10, 2026 and April 1, 2026, Plaintiff sent eight letters by Certified Mail, Return Receipt Requested to Larson Health Advocates concerning records, representation, preservation, noncompliance, and incomplete production.

4.8 None of those eight letters received a direct response from Larson Health Advocates. The only letter Plaintiff received from Larson Health Advocates was the March 26, 2026 letter enclosing a USB drive, which did not identify itself as a response to any specific prior letter from Plaintiff.

1 4.9 Plaintiff also sent four letters to Defendant by Certified Mail, Return Receipt  
2 Requested, concerning records, noncompliance, incomplete production, and related follow-up,  
3 all four of those certified letters was refused.

4 4.10 In addition, Plaintiff sent two letters to Defendant by first-class mail concerning  
5 records, noncompliance, incomplete production, and related follow-up, both of which were  
6 returned with "Return to Sender" written on the envelopes.

7 4.11 On March 24, 2026, Plaintiff personally appeared at Defendant's Kirkland office to  
8 hand deliver a written records-related notice and demand.

9 4.12 Plaintiff approached the reception counter, placed the letter on the counter, and slid it  
10 under the glass barrier.

11 4.13 The receptionist asked Plaintiff his name, and Plaintiff responded, "Jason."

12 4.14 Upon hearing Plaintiff's name, the receptionist stated words to the effect of, "We  
13 aren't allowed to accept anything from you."

14 4.15 Plaintiff responded words to the effect of, "That's fine. I'm leaving this here."

15 4.16 The receptionist then took physical possession of the letter and handed it to Care  
16 Center Lead Lisa S.

17 4.17 Lisa S. then came into the lobby holding the letter and stated words to the effect of,  
18 "We aren't allowed to accept anything from you and you are no longer allowed in this office and  
19 all communication must be directed through our legal counsel."

20 4.18 While holding the letter, Lisa S. attempted to hand it back to Plaintiff.

21 4.19 Plaintiff turned, walked out of the office, and did not take the letter back.

22 4.20 The March 24, 2026 hand-delivery incident therefore involved actual physical receipt  
23 and internal transfer of Plaintiff's written records-related demand within Defendant's Kirkland  
24 office, followed by an attempted return after Defendant's staff had already taken possession of  
25 it.

1 4.21 Plaintiff also caused additional letters to be hand delivered to Defendant's Kirkland  
2 office by a third party on March 31, 2026, including letters dated March 26, 2026, March 28,  
3 2026, and March 31, 2026. The March 28, 2026 letter included a targeted written request for the  
4 September 24, 2025 referral communication to Redmond Endodontics, including any patient-  
5 identifying email, attachment, or transmission record directly relating to Plaintiff's care.

6 4.22 On March 24, 2026, Defendant, through its Kirkland office, sent Plaintiff an email with  
7 the subject line "Dental Records and Communication Notice."

8 4.23 In that March 24, 2026 email, Defendant stated: "We are providing you with another  
9 copy of your dental records as requested."

10 4.24 The March 24, 2026 email further stated: "Please note that we have previously  
11 fulfilled this request and provided a copy of your dental records on a thumb drive that you  
12 personally brought into our office."

13 4.25 The March 24, 2026 email further stated: "You are hereby notified that you are not  
14 permitted on or within our office property. All future communication must be directed through our  
15 legal counsel."

16 4.26 On March 26, 2026, counsel sent Plaintiff a letter stating that the March 26 letter was  
17 the practice's response to Plaintiff's request for patient records and enclosed a USB drive.

18 4.27 In that March 26, 2026 letter, counsel stated that the practice had also provided a  
19 copy of the records by secure email on March 24, 2026, and invited Plaintiff to contact counsel if  
20 he believed the attached patient record was incomplete.

21 4.28 By no later than March 24 and March 26, 2026, Defendant and its counsel had actual  
22 notice of Plaintiff's written records requests and were treating the March 24 and March 26  
23 production as Defendant's response to those requests.

24 4.29 Neither the March 24, 2026 email nor the March 26, 2026 letter stated that  
25 Defendant was producing all responsive recorded health care information and patient records  
26 requested by Plaintiff.

1 4.30 Neither the March 24, 2026 email nor the March 26, 2026 letter informed Plaintiff that  
2 any requested records did not exist, could not be found, or were maintained by another provider.

3 4.31 Neither the March 24, 2026 email nor the March 26, 2026 letter gave a written delay  
4 notice stating reasons for delay and the earliest date when the requested information would be  
5 made available or otherwise disposed of.

6 4.32 Neither the March 24, 2026 email nor the March 26, 2026 letter denied the request,  
7 in whole or in part, on any ground authorized by RCW 70.02.090.

8 4.33 On or about March 28, 2026, Plaintiff sent a further written request specifically  
9 seeking the September 24, 2025 referral communication to Redmond Endodontics, including  
10 any patient-identifying email, attachment, or transmission record directly relating to Plaintiff's  
11 care. This was mailed to Defendant and its counsel. It was also hand delivered to Defendant

12 4.34 On April 1, 2026, Plaintiff sent a written follow-up letter expressly notifying Defendant  
13 and its counsel that the production appeared incomplete.

14 4.35 In that April 1, 2026 letter, Plaintiff requested confirmation whether Defendant had  
15 conducted a complete search of the locations and record sources reasonably likely to contain  
16 responsive records, whether Defendant was representing the materials already produced as the  
17 complete response, and whether any requested records did not exist, could not be found, or  
18 were maintained elsewhere.

19 4.36 In that April 1, 2026 letter, Plaintiff identified specific categories of requested records  
20 that still appeared to be missing, including the September 24, 2025 referral communication to  
21 Redmond Endodontics, including any patient-identifying email, attachment, or transmission  
22 record directly relating to Plaintiff's care; the October 13, 2025 referral communication to  
23 Redmond Endodontics, including any patient-identifying email, attachment, or transmission  
24 record directly relating to Plaintiff's care; and billing and insurance records relating to Plaintiff's  
25 treatment and directly relating to Plaintiff's health care.

1 4.37 After Plaintiff's April 1, 2026 follow-up, Defendant did not supplement the production,  
2 did not inform Plaintiff that the specifically requested records did not exist or could not be found,  
3 did not identify any other provider maintaining those records, and did not issue a lawful written  
4 delay notice or lawful denial under chapter 70.02 RCW.

5 4.38 Plaintiff stood ready to pay any reasonable fee authorized by statute for copying his  
6 health care information, but Defendant did not condition compliance on advance payment of any  
7 such fee and did not identify any unpaid statutory fee as a basis for nonproduction.

8 4.39 Defendant also refused or returned multiple direct written communications sent to  
9 Defendant's office, while at the same time directing Plaintiff to communicate only through  
10 counsel and while already having actual notice of Plaintiff's written records requests.

11 4.40 By mischaracterizing the earlier informal x-ray USB interaction as having "previously  
12 fulfilled" Plaintiff's later written records request, by treating a limited production as completed  
13 compliance, by directing all future communication through counsel, by refusing or returning  
14 direct written communications, by accepting and then attempting to repel Plaintiff's March 24  
15 hand-delivered written demand, and by failing to substantively address Plaintiff's April 1, 2026  
16 incompleteness letter, Defendant's conduct hindered, delayed, and effectively denied Plaintiff  
17 access to his requested health care information.

18 4.41 Defendant's partial production did not satisfy its statutory duties as to the specifically  
19 requested referral communications placed directly at issue by Defendant's own chart entries.  
20 Those records include the September 24, 2025 referral email corresponding to the September  
21 24, 2025 chart entry, the October 13, 2025 referral email corresponding to the October 13, 2025  
22 chart entry, any related attachments, and any related metadata, headers, transmission records,  
23 delivery records, audit data, access logs, deletion records, amendment history, or other  
24 electronically stored information necessary to identify whether those communications existed,  
25 when they were created, sent, received, modified, accessed, deleted, retained, or maintained  
26 elsewhere. Defendant may not render this action moot merely by producing selected records  
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1 while withholding, omitting, or failing to lawfully account for the referral communications  
2 underlying its own chart entries and the electronic data necessary to verify them.

3 4.42 This action centers on two specifically requested referral communications between  
4 Bridle Trails Dentistry and Redmond Endodontics: the purported September 24, 2025 referral  
5 communication and the October 13, 2025 referral communication. Plaintiff specifically requested  
6 both communications. Defendant did not produce either communication, any related patient-  
7 identifying attachments, or any related metadata, headers, transmission records, delivery  
8 records, receipt records, deletion records, audit data, access logs, or other electronically stored  
9 information directly relating to Plaintiff's care or necessary to verify whether those  
10 communications existed, when they were created, sent, received, accessed, modified, deleted,  
11 retained, or maintained elsewhere. Defendant also did not lawfully state whether either  
12 requested referral communication did not exist, could not be found, had been deleted, or was  
13 maintained by another person or entity.

14 4.43 The September 24, 2025 chart entry states:

15 **“Email opinion letter and PAX #24 to Redmond Endodontics to see if they**  
16 **would like to see patient or treat resorptive defective with observation.”**

17 4.44 That chart entry is material because it places the purported September 24 referral  
18 communication directly at issue. The chart entry does not merely refer generally to Plaintiff's  
19 dental condition; it represents that a referral communication existed on or about September 24,  
20 2025. The requested September 24 referral communication, together with its attachments,  
21 metadata, headers, transmission records, delivery records, receipt records, deletion records,  
22 audit data, and access logs, is therefore necessary to determine whether the referral was  
23 actually created, sent, received, maintained, deleted, altered, or later reconstructed as  
24 represented.

25 4.45 The omission is especially significant because Defendant's own chart entries place  
26 both referral communications directly at issue: the September 24, 2025 chart entry corresponds  
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1 to the purported September 24 referral communication, and the October 13, 2025 chart entry  
2 corresponds to the separate October 13 referral communication. Defendant therefore cannot  
3 satisfy its statutory duties by producing selected chart notes while withholding or failing to  
4 lawfully account for the underlying referral communications and related electronic records  
5 necessary to verify them.

6 4.46 That silence is material. The September 24, 2025 referral communication is the  
7 hinge record. It is the specific communication that would show whether the purported  
8 September 24 referral actually existed, when it was created, when it was sent or received, what  
9 it stated, what was attached to it, and whether it was contemporaneously maintained in  
10 Defendant's records. Yet after targeted written requests, Defendant did not produce that  
11 communication and did not lawfully account for its absence. At the same time, the record  
12 reflects a separate October 13, 2025 referral sequence concerning the same subject matter.  
13 Those facts do not fit together naturally without the underlying communications and electronic  
14 records. If a genuine September 24 referral communication had actually been created, sent,  
15 received, and maintained as represented, the later October 13 referral sequence should be  
16 capable of straightforward explanation through production of the emails, attachments, metadata,  
17 headers, transmission records, delivery records, receipt records, deletion records, audit data,  
18 and access logs. Defendant provided none of that.

19 4.47 On information and belief, Defendant's refusal to produce or lawfully account for the  
20 September 24, 2025 and October 13, 2025 referral communications, together with the absence  
21 of the underlying electronic records necessary to verify them, supports the reasonable inference  
22 that the September 24 referral representation was not contemporaneously created, sent,  
23 received, or maintained as represented, and may have been added, revised, supplemented, or  
24 altered after the fact. It further supports the reasonable inference that the October 13 referral  
25 communication contains materially significant patient-identifying information Defendant does not  
26 want disclosed.

1 4.48 As of the filing of this action, Defendant still has not produced or lawfully accounted  
2 for specifically requested patient-identifying health care information and patient records,  
3 including the September 24, 2025 referral communication and the October 13, 2025 referral  
4 communication between Bridle Trails Dentistry and Redmond Endodontics. Those requested  
5 records include the referral communications themselves, any related patient-identifying  
6 attachments, and any related metadata, headers, transmission records, delivery records, receipt  
7 records, deletion records, audit data, access logs, or other electronically stored information  
8 directly relating to Plaintiff's care or necessary to determine whether those referral  
9 communications existed, when they were created, sent, received, accessed, modified, deleted,  
10 retained, or maintained elsewhere.

11 4.49 Plaintiff complied with chapter 70.02 RCW by making written requests to examine  
12 and copy his health care information and patient records. Those requests triggered Defendant's  
13 statutory duties to make the requested information available, to lawfully account for requested  
14 records that did not exist, could not be found, or were maintained elsewhere, or to issue a lawful  
15 written delay notice or denial. Defendant's partial, incomplete, and unexplained production did  
16 not satisfy those duties.

17 **V. ACTUAL DAMAGES**

18 5.1 As a direct and proximate result of Defendant's failure to comply with chapter 70.02  
19 RCW, Plaintiff incurred actual damages.

20 5.2 Plaintiff sent eight Certified Return Receipt letters concerning records,  
21 noncompliance, incomplete production, and related follow-up to Defendant's attorney at a cost  
22 of \$10.54 each, for a total of \$84.32.

23 5.3 Plaintiff also sent four Certified Return Receipt letters concerning records,  
24 noncompliance, incomplete production, and related follow-up directly to Defendant at a cost of  
25 \$10.54 each, for a total of \$42.16.

1 5.4 Plaintiff also incurred direct transportation and fuel expense in connection with his  
2 repeated records-request efforts, including at least twenty gallons of fuel at \$5.00 per gallon, for  
3 a total of \$100.00.

4 5.5 Plaintiff further incurred substantial time, expense, and administrative burden as a  
5 direct result of Defendant's failure to timely and lawfully respond to Plaintiff's records requests.  
6 Plaintiff was required to prepare and send repeated written requests and related  
7 correspondence, travel for mailing and hand delivery, monitor responses and returned mail, and  
8 follow up on requests that should have been timely and lawfully handled in the ordinary course.

9 5.6 Plaintiff's actual damages presently total at least \$226.48, exclusive of any additional  
10 direct out-of-pocket expenses or lost work time proven at trial.

11 5.7 These damages were caused by Defendant's statutory noncompliance itself,  
12 including delay, incomplete production, obstruction of Plaintiff's efforts to obtain records, failure  
13 to identify whether requested records did not exist, could not be found, or were maintained  
14 elsewhere, failure to provide a lawful written delay notice or lawful denial, and failure to provide  
15 a lawful and functional process for Plaintiff to request and obtain his records as required by law.

16 5.8 Plaintiff seeks only actual damages recoverable under RCW 70.02.170 and does not  
17 seek consequential or incidental damages under chapter 70.02 RCW.

18  
19 **VI. FIRST CAUSE OF ACTION**

20 **Failure to Make Requested Health Care Information Available**

21 **or Otherwise Lawfully Dispose of the Request**

22 **(RCW 70.02.080 and RCW 70.02.170)**

23 6.1 Plaintiff re-alleges and incorporates herein all preceding allegations as if fully set  
24 forth.

25 6.2 Plaintiff complied with chapter 70.02 RCW by making written requests to examine  
26 and copy his recorded health care information and patient records, identifying the records

1 sought with reasonable specificity, and following the channels Defendant and its counsel  
2 directed him to use.

3 6.3 Upon receipt of Plaintiff's written requests, Defendant was required, as promptly as  
4 required under the circumstances, but no later than fifteen working days after receiving the  
5 request, to make the requested information available for examination and copying, to otherwise  
6 lawfully dispose of the request as provided by RCW 70.02.080, or to respond in one of the  
7 statutorily authorized ways.

8 6.4 The earlier informal USB interaction described above was not compliance with  
9 Plaintiff's later written requests because it was not a formal written request for examination or  
10 copying of Plaintiff's recorded health care information, was limited in scope, and, on information  
11 and belief, involved only certain x-rays.

12 6.5 Defendant nonetheless represented on March 24, 2026 that it had "previously  
13 fulfilled" Plaintiff's request by reference to that earlier informal USB interaction.

14 6.6 Defendant further represented on March 24, 2026 that it was providing "another  
15 copy" of Plaintiff's dental records, and on March 26, 2026 counsel stated that the March 26  
16 letter was the practice's response to Plaintiff's request for patient records.

17 6.7 More than fifteen working days passed after Plaintiff's written requests, yet  
18 Defendant did not make all requested health care information available for examination and  
19 copying and did not otherwise lawfully dispose of the requests.

20 6.8 As of the filing of this action, Defendant still has not produced or lawfully accounted  
21 for specifically requested patient-identifying health care information and patient records,  
22 including the September 24, 2025 referral communication between Bridle Trails Dentistry and  
23 Redmond Endodontics, the October 13, 2025 referral communication between Bridle Trails  
24 Dentistry and Redmond Endodontics, the referral emails themselves, any related patient-  
25 identifying attachments, and any related metadata, headers, transmission records, delivery  
26 records, receipt records, deletion records, audit data, access logs, or other electronically stored  
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1 information directly relating to Plaintiff's care or necessary to determine whether those referral  
2 communications existed, when they were created, sent, received, accessed, modified, deleted,  
3 retained, or maintained elsewhere.

4 6.9 Defendant instead provided only a partial response while leaving those specifically  
5 requested records and categories unresolved.

6 6.10 Through the foregoing acts and omissions, Defendant failed to make requested  
7 health care information available as required by RCW 70.02.080 and failed to otherwise lawfully  
8 dispose of Plaintiff's requests.

9 6.11 As a direct and proximate result of Defendant's statutory noncompliance, Plaintiff  
10 suffered actual damages in an amount to be proven at trial, including at least \$226.48 presently  
11 known and quantifiable.

12 6.12 Plaintiff is entitled to relief under RCW 70.02.170, including an order requiring  
13 compliance, actual damages as permitted by statute, and reasonable attorneys' fees and other  
14 reasonable expenses reasonably incurred by the prevailing party.

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16 **VII. SECOND CAUSE OF ACTION**

17 **Failure to Inform Plaintiff Whether Requested Records Did Not Exist,**  
18 **Could Not Be Found, or Were Maintained Elsewhere**  
19 **(RCW 70.02.080(1)(b), RCW 70.02.080(1)(c), and RCW 70.02.170)**

20 7.1 Plaintiff re-alleges and incorporates by reference all preceding allegations as though  
21 fully set forth herein.

22 7.2 RCW 70.02.080 required Defendant, within the statutory response period, to inform  
23 Plaintiff if requested health care information did not exist or could not be found and, if Defendant  
24 did not maintain a record of the requested information, to inform Plaintiff and provide the name  
25 and address, if known, of the health care provider or other person who maintained the record.

1 7.3 Plaintiff's written requests and follow-up correspondence specifically identified  
2 records that appeared to be missing, including the September 24, 2025 referral communication  
3 between Bridle Trails Dentistry and Redmond Endodontics, the October 13, 2025 referral  
4 communication between Bridle Trails Dentistry and Redmond Endodontics, the referral emails  
5 themselves, any related patient-identifying attachments, and any related metadata, headers,  
6 transmission records, delivery records, receipt records, deletion records, audit data, access  
7 logs, or other electronically stored information directly relating to Plaintiff's care or necessary to  
8 determine whether those referral communications existed, when they were created, sent,  
9 received, accessed, modified, deleted, retained, or maintained elsewhere.

10 7.4 Plaintiff's April 1, 2026 follow-up expressly requested confirmation whether  
11 specifically requested unproduced records existed, could be found, had been deleted, or were  
12 maintained elsewhere.

13 7.5 Defendant did not inform Plaintiff that the specifically requested records did not exist.

14 7.6 Defendant did not inform Plaintiff that the specifically requested records could not be  
15 found.

16 7.7 Defendant did not inform Plaintiff that any specifically requested records had been  
17 deleted, retained in deleted-item storage, archived, or otherwise maintained in a different  
18 location or system.

19 7.8 Defendant did not inform Plaintiff that any specifically requested records were  
20 maintained by another provider, custodian, person, or entity, nor did Defendant provide the  
21 name and address, if known, of any such provider, custodian, person, or entity.

22 7.9 Defendant instead left Plaintiff with a partial production and no lawful explanation of  
23 whether the specifically requested unproduced records existed, were missing, had been  
24 deleted, were retained elsewhere, or were maintained by another provider, custodian, person, or  
25 entity.

1 7.10 Through the foregoing acts and omissions, Defendant failed to comply with RCW  
2 70.02.080(1)(b) and RCW 70.02.080(1)(c).

3 7.11 As a direct and proximate result of Defendant's statutory noncompliance, Plaintiff  
4 suffered actual damages in an amount to be proven at trial, including at least \$226.48 presently  
5 known and quantifiable.

6 7.12 Plaintiff is entitled to relief under RCW 70.02.170, including an order requiring  
7 compliance, actual damages as permitted by statute, and reasonable attorneys' fees and other  
8 reasonable expenses reasonably incurred by the prevailing party.

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10 **VIII. THIRD CAUSE OF ACTION**

11 **Failure to Issue a Lawful Written Delay Notice or Lawful Denial**

12 **(RCW 70.02.080(1)(d), RCW 70.02.080(1)(e), RCW 70.02.090, and RCW 70.02.170)**

13 8.1 Plaintiff re-alleges and incorporates by reference all preceding allegations as though  
14 fully set forth herein.

15 8.2 If the requested information was in use or unusual circumstances delayed handling  
16 the request, RCW 70.02.080(1)(d) required Defendant to inform Plaintiff in writing of the reasons  
17 for the delay and the earliest date, not later than twenty-one working days after receiving the  
18 request, when the information would be available for examination or copying or when the  
19 request would otherwise be disposed of.

20 8.3 If Defendant was denying the request, in whole or in part, RCW 70.02.080(1)(e)  
21 required Defendant to deny the request under RCW 70.02.090 and inform Plaintiff.

22 8.4 Defendant did not provide Plaintiff with any lawful written delay notice stating the  
23 reasons for delay and the earliest date, not later than twenty-one working days after receipt,  
24 when the requested information would be made available or the request would otherwise be  
25 disposed of.

1 8.5 Defendant did not deny Plaintiff's requests, in whole or in part, on any ground  
2 authorized by RCW 70.02.090.

3 8.6 Defendant did not inform Plaintiff that any denial was being made under RCW  
4 70.02.090.

5 8.7 Defendant did not issue any lawful written delay notice or lawful denial as to the  
6 specifically requested September 24, 2025 referral communication between Bridle Trails  
7 Dentistry and Redmond Endodontics, the October 13, 2025 referral communication between  
8 Bridle Trails Dentistry and Redmond Endodontics, the referral emails themselves, any related  
9 patient-identifying attachments, and any related metadata, headers, transmission records,  
10 delivery records, receipt records, deletion records, audit data, access logs, or other  
11 electronically stored information directly relating to Plaintiff's care or necessary to determine  
12 whether those referral communications existed, when they were created, sent, received,  
13 accessed, modified, deleted, retained, or maintained elsewhere.

14 8.8 Defendant's partial responses did not constitute a lawful written delay notice or a  
15 lawful denial under chapter 70.02 RCW; neither the March 24, 2026 email nor the March 26,  
16 2026 letter stated the reasons for any delay, identified the earliest date by which the requested  
17 information would be made available or the request would otherwise be disposed of, denied the  
18 request on any ground authorized by RCW 70.02.090, or informed Plaintiff that any denial was  
19 being made under RCW 70.02.090.

20 8.9 Through the foregoing acts and omissions, Defendant failed to comply with RCW  
21 70.02.080(1)(d), RCW 70.02.080(1)(e), and RCW 70.02.090.

22 8.10 As a direct and proximate result of Defendant's statutory noncompliance, Plaintiff  
23 suffered actual damages in an amount to be proven at trial, including at least \$226.48 presently  
24 known and quantifiable.

1 8.11 Plaintiff is entitled to relief under RCW 70.02.170, including an order requiring  
2 compliance, actual damages as permitted by statute, and reasonable attorneys' fees and other  
3 reasonable expenses reasonably incurred by the prevailing party.

4 **IX. PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully requests judgment against Defendant as follows:

6 9.1 For an order requiring Defendant to comply fully with chapter 70.02 RCW and to  
7 make available for examination and copying all responsive recorded health care information and  
8 patient records to which Plaintiff is entitled, including the specific records identified in this  
9 Complaint that remain withheld or unaccounted for;

10 9.2 For a determination that Defendant violated RCW 70.02.080, RCW 70.02.090, and  
11 RCW 70.02.170 as alleged herein;

12 9.3 For actual damages as permitted by RCW 70.02.170, excluding consequential and  
13 incidental damages;

14 9.4 For reasonable attorneys' fees and other reasonable expenses reasonably incurred  
15 by the prevailing party, as permitted by RCW 70.02.170;

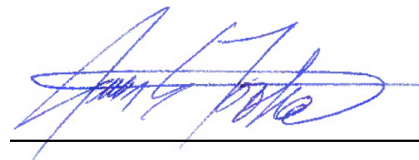
16 9.5 For costs and other recoverable expenses allowed by law;

17 9.6 For such other and further relief as the Court deems just and proper and consistent  
18 with chapter 70.02 RCW.

19 **X. JURY DEMAND**

20 10.1 Plaintiff demands a trial by jury on all issues so triable.

21 DATED this 28th day of April, 2026.

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25 Jason Foshee

26 Plaintiff, Pro Se

# EXHIBIT A

Jason Foshee  
12210 NE 65<sup>th</sup> Street  
Kirkland WA 98033

Thursday, February 12, 2026

Via Certified Mail – Return Receipt Requested

Larson Health Advocates PLLC  
1700 Seventh Ave., Suite 2100  
Seattle, WA 98101

Attn: Natalie A. Heineman

Second Request: Complete Dental Records – Foshee Treatment (Tooth #14)

Dear Ms. Heineman:

I am writing to formally request a complete copy of my dental and treatment records relating to care rendered by Dr. Russell Nomi, Dr. Wes Nomi, and Bridle Trails Family Dentistry in September and October 2025, including but not limited to treatment involving Tooth #14.

I previously requested all of my records in person from the practice; however, the materials provided were not complete pursuant to my rights under HIPAA. This letter serves as a renewed and formal written request to ensure full compliance.

Pursuant to my rights under HIPAA (45 C.F.R. § 164.524) and applicable Washington law, I request that the following records be produced in full and unredacted form:

1. Complete chart notes
2. Clinical notes
3. Treatment plan notes
4. All X-rays and diagnostic imaging, including original image files and associated metadata (date/time stamps and any embedded data)
5. Billing records and CDT billing codes
6. Referral documentation and related communications
7. All informed consent documentation
8. Any addenda, amendments, corrections, or late entries added to my record
9. Audit logs or access logs reflecting creation, modification, or alteration of my record, including date, time, and user identification

This request includes all electronic health record data maintained in the practice management or EHR system in connection with my care, whether maintained in active, archived, draft, administrative, or metadata format.

Please produce the records in electronic format if available.

I request that these materials be provided within fifteen (15) calendar days of this letter. To the extent additional time is required under HIPAA's 30-day response period, please provide written notice of the specific reason for delay and the anticipated production date.

If any portion of the requested materials is withheld, please identify the specific basis for withholding and the authority relied upon.

Thank you for your prompt attention to this matter

Sincerely,

Jason Foshee

# EXHIBIT B

Jason Foshee  
12210 NE 65<sup>th</sup> Street  
Kirkland WA 98033

Tuesday, March 24<sup>th</sup>, 2026

**Hand Delivered on:** March 24<sup>th</sup>, 2026 at \_\_\_\_\_

Dr. Russell Nomi  
Dr. Wes Nomi  
Bridle Trails Family Dentistry  
6507 132nd Ave NE  
Kirkland, WA 98033

## **RE: FORMAL HIPAA RECORDS REQUEST – THIRD NOTICE / FINAL DEMAND**

Dear Dr. Russell Nomi, Dr. Wes Nomi, and Bridle Trails Family Dentistry

This letter serves as my **third formal request** for access to my complete dental records pursuant to applicable law, including the Health Insurance Portability and Accountability Act (HIPAA) and the Washington Uniform Health Care Information Act, RCW 70.02.

I have previously submitted multiple written requests for my records, including prior requests explicitly invoking my rights under HIPAA. **To date, I have not received the requested records, nor any written response explaining a delay or denial.**

This lack of response is not consistent with applicable law.

Under Washington law (RCW 70.02), a health care provider is required to respond to a request for health care information **within fifteen (15) working days** of receipt of the request by:

- Providing the requested records, or
- Providing a written response acknowledging receipt of the request and setting forth the legal and factual basis for any delay or denial of access, including citation to the specific statutory authority relied upon

As of the date of this letter, **your office is not in compliance with these requirements.**

Jason Foshee  
12210 NE 65<sup>th</sup> Street  
Kirkland WA 98033

## **Records Requested**

This request applies to **all records in any format**, including but not limited to:

- Complete dental chart and clinical notes
- Treatment plans and diagnostic notes
- All radiographs (including original, full-resolution files)
- CBCT imaging and associated data files
- Clinical photographs
- Referral documentation
- Billing records and procedure codes
- All communications and internal notes related to my care

In addition, this request explicitly includes:

- **All electronic health record (EHR) audit logs** associated with my patient file
- **Metadata associated with clinical entries**, including creation dates, modification dates, and user identification
- **Any addenda, amendments, or late entries** to the record
- **Version history or change tracking data** reflecting edits to clinical notes or treatment documentation
- **Access logs** identifying when and by whom my records were viewed, accessed, or modified

These materials are requested to the extent they are maintained as part of my record or used in connection with decisions regarding my care.

## **Required Format**

I request that these records be provided in **electronic format**, including:

- Radiographs and CBCT scans in original digital format
- Clinical notes and documents in PDF format
- Audit logs and metadata in their native electronic format or a readable exported format (e.g., PDF or CSV)

Jason Foshee  
12210 NE 65<sup>th</sup> Street  
Kirkland WA 98033

**Deadline**

This letter constitutes a **final demand**.

If I do not receive the requested records **within 10 calendar days of today's date**, I will proceed without further notice with:

- Filing a formal complaint with the **U.S. Department of Health and Human Services, Office for Civil Rights (OCR)**
- Submitting additional documentation to the **Washington Dental Quality Assurance Commission**
- Including this noncompliance as part of the ongoing regulatory record

I expect full compliance with this request.

Sincerely,

Jason Foshee

**Acknowledgment of Receipt**

I acknowledge receipt of this HIPAA records request on:

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

# EXHIBIT C

Jason Foshee  
12210 NE 65<sup>th</sup> Street  
Kirkland WA 98033

Wednesday, April 1<sup>st</sup>, 2026

Via Certified Mail – Return Receipt Requested – Tracking No.: 9589 0710 5270 4088 4751 08  
(Larson Health Advocates)

Via Certified Mail – Return Receipt Requested – Tracking No.: 9589 0710 5270 4088 4751 15  
(Bridle Trails Family Dentistry)

Via First-Class Mail – Certificate of Mailing  
(Bridle Trails Family Dentistry)

Delivered via multiple methods to ensure receipt and notice.

To:

Dr. Russell Nomi  
Dr. Wes Nomi  
Bridle Trails Family Dentistry  
6507 132nd Ave NE  
Kirkland, WA 98033

And To:

Larson Health Advocates PLLC  
1700 Seventh Ave., Suite 2100  
Seattle, WA 98101

Re: Patient Records Request – Incomplete Production and Request for Confirmation of  
Completeness

Dear Bridle Trails Family Dentistry and Larson Health Advocates,

Re: Patient Records Request – Incomplete Production, Designated Record Set, and Request for  
Confirmation

Dear Ms. Heineman:

I acknowledge receipt of your correspondence, dated March 26, 2026, and delivered March 30,  
2026, along with the enclosed USB drive, which appears to reproduce the same limited materials  
previously provided without supplementation.

Foshee – Patient Records Request – Incomplete Production and Request for Confirmation of  
Completeness

The materials provided appear limited to certain imaging and a partial chart record and do not reflect a complete designated record set as required under applicable federal and state law.

This production follows prior requests for records that did not receive a timely or complete response and appears to replicate the same limited materials previously provided on March 24, 2026, without supplementation. Taken together, the sequence of delayed response, partial production, and subsequent reproduction of the same limited materials reflects a continuing pattern of incomplete compliance.

To ensure clarity and avoid further dispute, please confirm whether a complete search of all systems, locations, and record sources was conducted in response to my request and whether the materials provided are being represented as the complete patient record. Please provide these confirmations within ten (10) calendar days of this correspondence.

The materials provided do not appear to include entire categories of responsive records, including but not limited to billing and insurance records, referral documentation, and system-generated records such as audit trails, access logs, or associated metadata.

By way of clarification, responsive materials would include, but are not limited to:

- The complete clinical record, including all examination notes, treatment notes, diagnoses, treatment plans, and procedure history, inclusive of any revisions or version history
- All imaging and diagnostic materials, including associated data and records reflecting when such imaging was created, reviewed, or relied upon
- Billing and insurance records, including itemized billing, procedure codes, claims, payments, and account history
- Referral records, prescriptions, and any documentation reflecting coordination of care with outside providers
- Appointment, scheduling, and administrative records, including communications relating to care
- System-generated records, including audit trails, access logs, and metadata reflecting the creation, modification, transmission, or access of records

If additional responsive materials exist, please produce them. If no additional materials exist, please confirm that the production provided constitutes the complete designated record set as referenced above and that no additional responsive records exist.

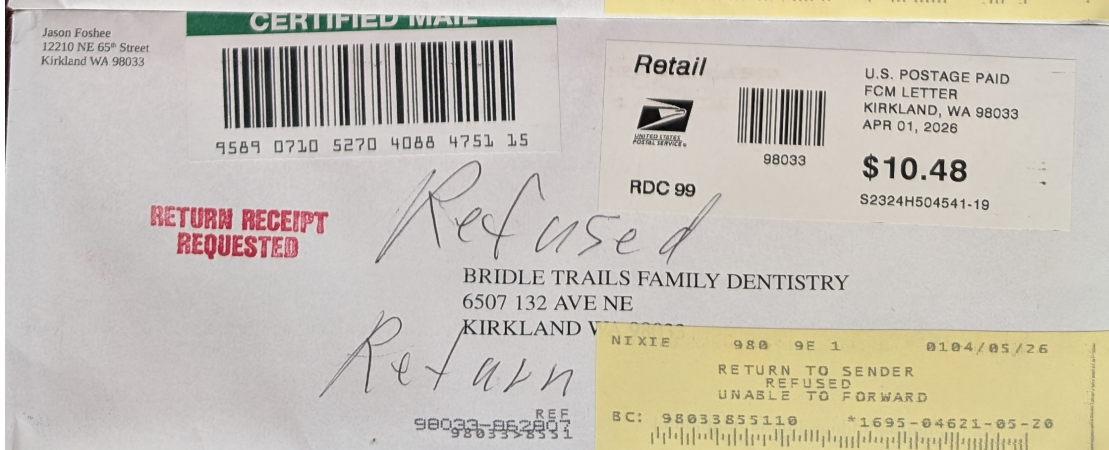
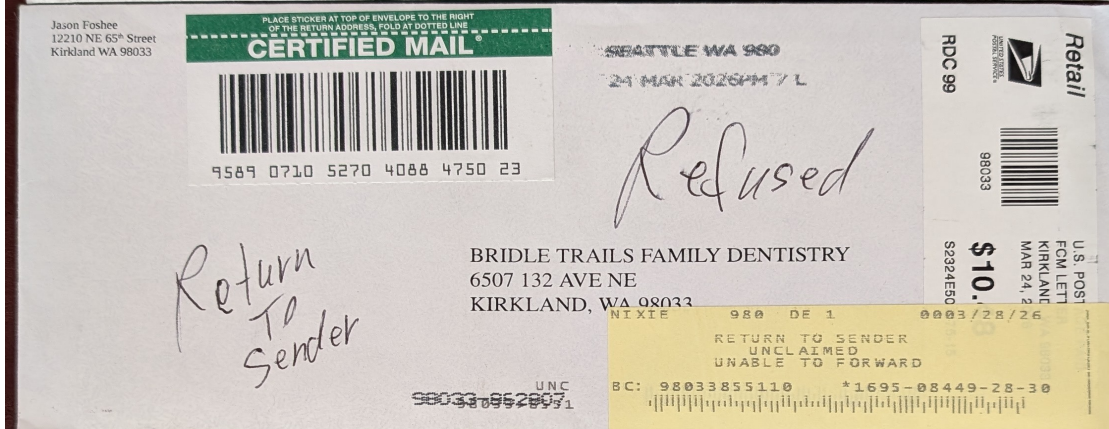
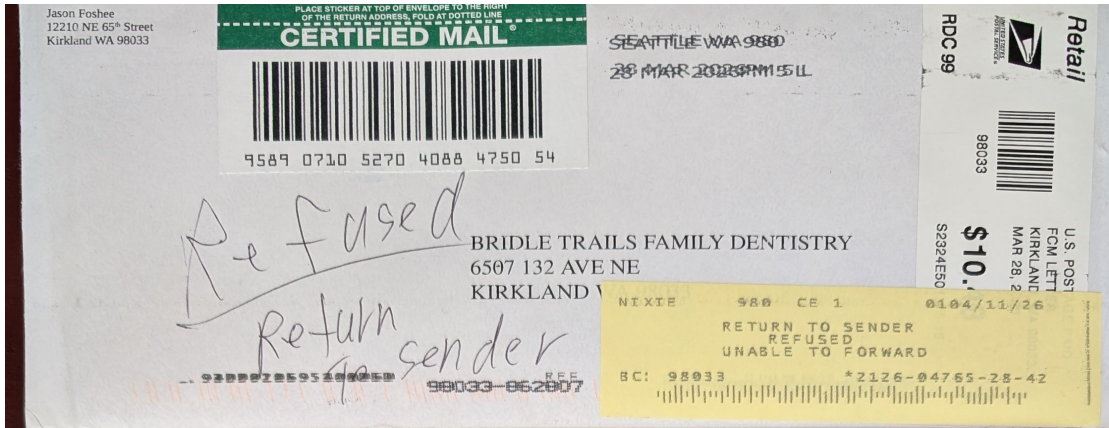
Please also identify with specificity the records and categories of records that were produced in response to my request, including those provided on March 24, 2026 and in your March 26, 2026 correspondence, and identify the source systems or locations from which each category of records was obtained, so that the scope of production and the systems searched may be clearly understood and verified.

Until a complete and detailed record is produced, I will proceed based on the current production as incomplete and my request as not fulfilled.

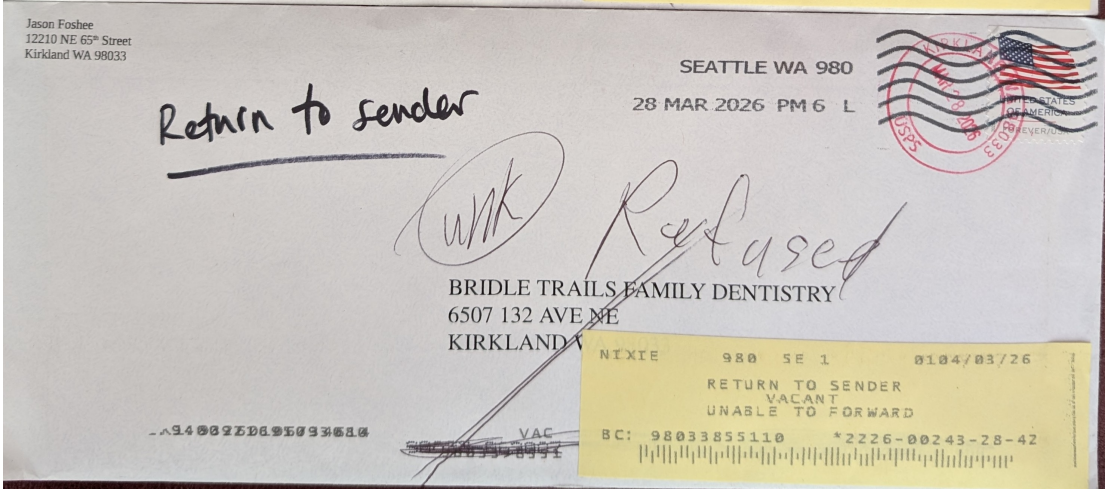
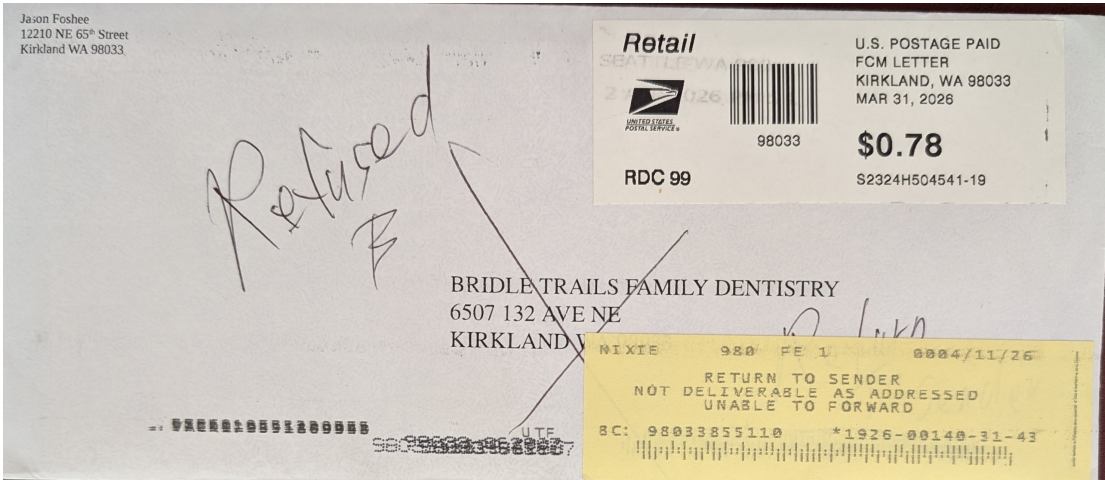
Sincerely,

Jason Foshee

# EXHIBIT D



# EXHIBIT E





# EXHIBIT G

9589 0710 5270 3690 7141 48	<b>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	9589 0710 5270 3690 7140 63	<b>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>
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Certified Mail Fee \$5.30 Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$4.40 <input type="checkbox"/> Return Receipt (electronic) \$0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00 Postage \$0.78 Total Postage and Fees \$10.48		Certified Mail Fee \$5.30 Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$4.40 <input type="checkbox"/> Return Receipt (electronic) \$0.00 <input type="checkbox"/> Certified Mail Restricted Delivery \$0.00 <input type="checkbox"/> Adult Signature Required \$0.00 <input type="checkbox"/> Adult Signature Restricted Delivery \$0.00 Postage \$0.78 Total Postage and Fees \$10.48	
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Sent To LARSON HEALTH ADVOCATES 1700 SEVENTH AVE, SUITE 2100 SEATTLE WA 98101		Sent To LARSON HEALTH ADVOCATES 1700 SEVENTH AVE, SUITE 2100 SEATTLE WA 98101	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions		PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	
9589 0710 5270 3690 7140 70	<b>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	9589 0710 5270 4088 4750 30	<b>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> . Seattle, WA 98101		For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> . Seattle, WA 98101	
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9589 0710 5270 4088 4750 78	<b>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>	9589 0710 5270 4088 4751 08	<b>U.S. Postal Service™ CERTIFIED MAIL® RECEIPT</b> <i>Domestic Mail Only</i>
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