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**IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS
CIVIL DIVISION**

NICHOLAS DORADO, INDIVIDUALLY, AND)
ON BEHALF OF ALL OTHERS SIMILARLY)
SITUATED)

PLAINTIFF,)

V.)

ST. VINCENT COMMUNITY HEALTH SERVICES)
INC.)

ST. VINCENT INFIRMARY MEDICAL CENTER)

CATHOLIC HEALTH INITIATIVES PHYSICIAN)
SERVICES, LLC)

FIRST INITIATIVES INSURANCE, LTD.)

JOHN DOE 1, JOHN DOE 2, AND JOHN DOE 3)

DEFENDANTS.)

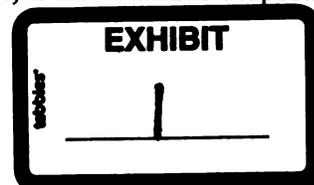
CASE NO.: _____

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Comes Now, Plaintiff Nicholas Dorado, by and through his attorneys of record, individually and, pursuant to ARK. R. CIV. P. 23, on behalf of all other similarly-situated persons, and alleges as follows:

1. Plaintiff Nicholas Dorado, individually and as representative of a proposed class, is and was an adult resident of Quitman, Arkansas at all times complained of herein. At all pertinent times, Nicholas Dorado had valid, commercial health insurance with Arkansas Blue Cross- Health Advantage (hereinafter referred to as "Health Advantage.")
2. Defendant St. Vincent Community Health Services, Inc., is an Arkansas corporation with



its principal place of business at 2 St. Vincent Circle, Little Rock, AR, 72205, Pulaski County. Its registered agent for service of process is C T Corporation System, 124 W. Capitol Ave. Suite #1900 Little Rock, AR 72201. St. Vincent Community Health Services, Inc. is a citizen of the State of Arkansas.

3. Defendant St. Vincent Infirmery Medical Center is an Arkansas corporation with its principal place of business at 2 St. Vincent Circle, Little Rock, AR, 72205, Pulaski County. Its registered agent for service of process is C T Corporation System, 124 W. Capitol Ave. Suite #1900 Little Rock, AR 72201.
4. Defendant Catholic Health Initiatives Physician Services, LLC is a Colorado entity with its principal place of business at 198 Inverness Drive West Englewood, CO, 80112. Its registered agent for service of process is C T Corporation System, 124 W. Capitol Ave. Suite #1900 Little Rock, AR 72201. Catholic Health Initiatives Physician Services, LLC is a citizen of the State of Colorado.
5. Defendants St. Vincent Community Health Services Inc., St. Vincent Infirmery Medical Center, and Catholic Health Initiatives Physician Services, LLC are citizens of the State of Arkansas and are collectively referred to herein as the “St. Vincent Defendants.”
6. The St. Vincent Defendants do business in Arkansas and own, operate, and manage the following hospitals and health care facilities in Arkansas: CHI St. Vincent, CHI St. Vincent-Hot Springs, CHI St. Vincent Infirmery, Little Rock, CHI St. Vincent North, Sherwood, CHI St. Vincent, Morrilton; CHI St. Vincent Primary Care-

Lonoke; CHI St. Vincent Heart Clinic Arkansas-Stuttgart; CHI St. Vincent Community Care- Pregnancy Clinic- Hot Springs; CHI St. Vincent Heart Clinic Arkansas- Little Rock, among others.

7. Upon information and belief, the St. Vincent Defendants are responsible for and exercise control over the policies enacted by the various hospitals and healthcare facilities listed above, including the policies relating to patient billing, submission of medical bills to patient health insurance carriers, collections, and asserting hospital or medical liens. The St. Vincent Defendants committed the acts and omissions described below jointly. The St. Vincent Defendants also have control over, and are responsible for, the acts of their collection and other agents.
8. Upon information and belief, the St. Vincent Defendants primary liability insurance is provided by Defendants Catholic Health Initiative's self-insurance program and Defendant First Initiatives Insurance, Ltd., a wholly owned subsidiary of Catholic Health Initiatives domiciled in the Cayman Islands. Defendants Catholic Health Initiatives and First Initiatives Insurance, Ltd. are collectively referred to herein as the "Insurance Defendants" and are all insurance companies doing business in the State of Arkansas. Catholic Health Initiatives is a Colorado entity with its principal place of business is Colorado; it is a citizen of Colorado. First Initiatives Insurance, Ltd. is a Grand Cayman entity with its principal place of business in the Cayman Islands or Colorado; it is either a citizen of a foreign state (Cayman Islands) and/or Colorado. The Insurance Defendants are, therefore, not citizens

of Arkansas.

9. Upon information and belief, each of the Insurance Defendants provides liability, excess and/or other insurance to the St. Vincent Defendants under policies of insurance applicable to, and providing coverage for, one or more of the claims asserted herein. In the event that any of the St. Vincent Defendants assert, as an affirmative defense, immunity relating to any alleged "charitable" or "nonprofit" status, the Insurance Defendants, and/or any other insurance companies presently unknown to Plaintiff, are directly liable for all damages claimed herein pursuant to Ark. Code Ann. § 23-79-210.
10. Jurisdiction and venue are proper in Pulaski County because the acts and/or omissions occurred in Pulaski County, Arkansas. All of the Defendants do business in the State of Arkansas.
11. Plaintiff brings this action on behalf of himself and all other similarly situated individuals, that were treated by the St. Vincent Defendants at their healthcare facilities located in Arkansas, as a Collective and Class Action. The amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

FACTS

12. St. Vincent Defendants widely represent, communicate and advertise to patients, including on their website, that they will accept and bill patients' health insurance carriers for patients' treatment.

13. When patients present at the St. Vincent medical facilities, those Defendants' usual practice is to screen all patients and make determinations regarding the reason for treatment, cause of injuries and the source of payment.
14. St. Vincent Defendants have a common and routine policy and practice of identifying which patients were involved in accidents and may have civil causes of action against third parties, such as causes of action against a third-party as a result of a motor vehicle collision. When the St. Vincent Defendants determine that a patient was involved in an accident and/or may have a civil claim against a third party for injuries, the St. Vincent Defendants have a common policy, without full disclosure to the patient and contrary to their marketing and advertising to the public, to refuse to timely submit those patients' medical bills only to his or her health insurance carrier.
15. Further, upon St. Vincent Defendants determination that these particularly-identified patients may have been involved in an accident or may have a civil claim against another party, then the St. Vincent Defendants, and their agents, have a common practice to refuse to provide itemized billing that contain diagnostic codes, CPT/HCPCS codes, diagnosis codes, units of care and other information (hereinafter referred to as "HCFA Compliant Billing Form Data") that would allow the patients to submit for payment the medical bills to their own insurance carriers.
16. St. Vincent Defendants have entered into contracts with private health insurance carriers (including but not limited to Plaintiff's health insurer, Health Advantage) to accept as payment in full, the contractual allowances or reimbursement rates for the patient's medical treatment set forth in written provider agreements with the health insurance

carriers.

17. St. Vincent Defendants are precluded by contract with the private health insurance carriers (such as the named Plaintiff's insurer, Health Advantage) from seeking payment for covered services above the contractual allowances or reduced reimbursement rates from the covered patient. St. Vincent Defendants are precluded by contract with the private health insurance carriers (such as the named Plaintiff's insurer, Health Advantage) from attempting to collect from covered patients or their assets if the St. Vincent Defendants fail to submit the medical bills for payment to the private health insurance carriers within the time provided by the medical provider contract between the insurance carrier and the St. Vincent Defendants.
18. Upon information and belief, St. Vincent Defendants also have a policy to initially submit medical bill claims to health insurance carriers and if they find out later that the patient was in an accident or may have a claim against a third party or third party's insurance carrier, then upon this discovery, the St. Vincent Defendants seek their full, undiscounted charges from other sources, such as from a third-party tort recovery of the patient and/or remit health insurance funds back to the health insurance carriers.
19. St. Vincent Defendants engage in these practices even though Defendants are contractually required to timely submit a patient's medical bills only to their health insurance carrier or accept a payment that are equal to the contractual allowances or reduced reimbursement rates paid by the patient's health insurance carrier in satisfaction of the bill, and have contractually agreed not seek payments from any additional sources, and hold the patient harmless from any amounts owed other than co-pays and deductibles.

20. In their refusal to submit medical bills to patients' health insurance carriers and refusal to accept the contractual allowances or reduced reimbursement rates payments in satisfaction of the patient's medical bill, despite representations to the contrary, St. Vincent Defendants routinely seek payment for the original and full amount of the medical bills from those same patients, either directly or indirectly.
21. St. Vincent Defendants seek payment for medical bills through means other than billing patients' private health insurance carrier including: demanding cash payment directly from the patients, wrongfully placing liens upon patients' third-party tort claims, seeking medical payment (med-pay or PIP) benefits from the patients' auto insurers, turning said patients over to collection agencies, and/or reporting said patients to credit bureaus (thereby impairing the patients' credit score), among other things.
22. St. Vincent Defendants pursue alternate means, seeking higher payment amounts and revenue, despite knowledge of a patient's health insurance coverage and despite being contractually obligated to timely submit a patient's medical bills only to his or her health insurance carrier for payment in the agreed-to, reduced amounts.
23. St. Vincent Defendants refuse to provide these particularly-identified patients with HCFA-Compliant Billing Form Data that would allow these patients to submit their medical bills to their health insurance carrier for reimbursement, although the St. Vincent Defendants will provide such information to other patients.
24. To accomplish their wrongful billing and collection practices, the St. Vincent Defendants, upon information and belief engaged and utilized the services of one or more agents, for which the St. Vincent Defendants are responsible and liable.

25. Upon information and belief, St. Vincent Defendants are required by their contracts with patients' health insurance carriers to submit insured patients' medical bills directly to the carriers. Likewise, Defendants were required to submit Plaintiff's medical bills to his health insurance carrier, Health Advantage.
26. Defendants are precluded by contracts with private health insurance carriers (such as the named Plaintiff's insurer, Health Advantage) from seeking payment for covered services from other sources, including from the patient directly, medical payment benefits from the patients' auto insurer, turning the bills over to collections, and/or filing liens against patients' property, including personal injury claims, that are in excess of the amount the health insurance carrier and the St. Vincent Defendants have agreed to accept as payment in full for those medical treatments and services.
27. The St. Vincent Defendants have a common practice of failing to properly and adequately inform patients, including Plaintiff, at the time of treatment, that they will not honor the patient's health insurance coverage, and that they will not timely submit their medical bills for payment only to the patient's health insurance carrier, as a result of their injury being caused by a third party.
28. St. Vincent Defendants represent to patients, including the named Plaintiff in this case, that St. Vincent Defendants will submit the patient's bill to the health insurer and will accept that payment in satisfaction of the patient's bill. St. Vincent Defendants representations are on their website, in contracts with patients, and communicated to patients upon presentment and discharge. St. Vincent Defendants fail to inform the patients, including the named Plaintiff in this case, that St. Vincent Defendants will not

submit the patient's bill to the health insurance carrier and will not accept health insurance payments in satisfaction of the patient's bills.

29. The Plaintiff, and all other similarly situated patients, reasonably rely upon the St. Vincent Defendants employees' and agents' representations that the private health insurance provider will be billed for the medical services being provided to them.
30. Based upon the false and misleading representations and omissions to the Plaintiff and those similarly situated, St. Vincent Defendants convince the patients, including the named Plaintiff in this case, to sign the admissions and payment agreements with the St. Vincent Defendants. Unknown to the Plaintiff, and others similarly situated, the admissions and payment agreements purport to permanently and irrevocably assign and authorize payment to St. Vincent Defendants by the patient's health insurance carrier. This agreement also indicates that St. Vincent Defendants will submit the patient's medical charges to the health insurance carrier and that the patient will only be responsible for charges not covered by the assignment of insurance benefits (i.e. co-pays and deductibles, etc.).
31. Patients are unable to submit their medical bills directly to their health insurance carrier as St. Vincent Defendants are the entities responsible for such submission, as St. Vincent Defendants are the only entities in possession of the information required by the private health insurance carriers to make such a submission. St. Vincent Defendants interfere with the patients' right to submit their medical bills to their private health insurance carriers by withholding the HCFA Compliant Billing Form data necessary for insurance payment.
32. Through St. Vincent Defendants' bill collection practices and policies, they attempt to reap

a windfall in the amount received for services rendered to the Plaintiff, and those similarly situated, because the injury was caused by third parties. The St. Vincent Defendants, by seeking from only these types of patients the full amount billed (or more than St. Vincent Defendants are entitled to for the covered treatment) rather than accepting the contractual allowances or reduced reimbursement rates that they have agreed to accept from the patient's health insurance carrier for all other patients covered by similar health insurance policies, treat these patients differently from other patients insured by the same health insurance policies.

33. By employing said consumer-oriented scheme, St. Vincent Defendants have unlawfully violated the rights of Plaintiff and the Class Members as described more particularly below.
34. Further, such conduct of St. Vincent Defendants and their agents, for which they are directly and indirectly responsible, is outrageous, intentional, willful, wanton, and malicious, and otherwise shows a complete indifference to or conscious disregard of the rights of Plaintiff and the Class Members such that punitive damages are appropriate and warranted.

ALLEGATIONS RELATING TO PLAINTIFF NICHOLAS DORADO

35. On or about July 15, 2017, Plaintiff Nicholas Dorado, a machinist at Conway Machine Shop, presented to another facility for emergency medical services as a result of severe injuries he sustained from an automobile collision caused by a third party operating a motor vehicle on Mill Bridge Road in Guy, Arkansas.
36. After he was stabilized, Plaintiff was transferred to St. Vincent Hospital in Little Rock,

Arkansas on or about July 16, 2017. Plaintiff's treatment by the St. Vincent Defendants from July 16, 2017 to August 6, 2017 resulted in his medical bills or charges exceeding \$236,000. That amount exceeded the limits of liability coverage of the driver that caused Plaintiff's injuries.

37. At the time of treatment, Plaintiff had valid health insurance coverage with Health Advantage.
38. At the time of Plaintiff's presentment by the St. Vincent Defendants, Plaintiff provided his valid health insurance information to St. Vincent Defendants, including his Health Advantage insurance card. St. Vincent Defendants stored that information in their database.
39. Upon information and belief, at the time of treatment, St. Vincent Defendants require patients, including Plaintiff, to sign a contract entitled "Assignment of Insurance Benefits/Promise to Pay" that included the language to the effect of: "I understand that I am responsible for any charges not covered by my insurance company." That leads patients to believe that the Defendants will submit bills to their health insurers.
40. At the time of treatment, St. Vincent Defendants failed to inform Plaintiff (or any other patients) that, because he had been in an accident and injured by a third-party driver, the St. Vincent Defendants would not submit the medical bills only to Plaintiff's health insurer, would not accept only Plaintiff's health insurance for payment and would not provide him with sufficient billing and treatment codes which would have allowed the Plaintiff to submit the bills for payment by his health insurance carrier. St. Vincent Defendants failed to explain they would seek their full, undiscounted medical bills from

him personally, either by billing his medical payments coverage or by placing a lien against his third-party tort claim.

41. St. Vincent Defendants did not inform Plaintiff that St. Vincent Defendants would pursue a lien against his personal injury recovery against the negligent driver.
42. St. Vincent Defendants are required by contract, i.e., a provider agreement, with Plaintiff's health insurance carrier, Health Advantage, to submit medical bills of insured patients directly to the carrier for payment. That contract also prohibits St. Vincent Defendants from seeking to collect their full, undiscounted medical charges from sources other than Health Advantage.
43. Although Plaintiff's counsel is aware of certain provisions of the provider agreement between the St. Vincent Defendants and Health Advantage, Plaintiff currently does not have a copy of that Agreement. Therefore, Plaintiff's Counsel is unable to attach a copy of that Agreement to this Complaint. The St. Vincent Defendants and Health Advantage have a copy of the provider agreement and the St. Vincent Defendants should be required to produce a copy of the agreement should they deny any of the factual allegations of the Complaint relating to the Agreement.
44. St. Vincent Defendants are required to apply a contractual reduction in the amount of his medical bills charged by St. Vincent Defendants pursuant to his insurance carrier's provider agreement with St. Vincent Defendants, and to have those bills paid by his health insurance carrier.
45. St. Vincent Defendants are precluded by their provider agreement with Plaintiff's health

insurance company from seeking payment (save for co-pays and deductibles) for covered benefits from Plaintiff or other sources including seeking payment directly from Plaintiff, seeking medical payment benefits from Plaintiff's auto insurer, turning the bills over to collections, and/or filing a lien on Plaintiff's property, such as a third-party tort claim.

46. Following Plaintiff's medical treatment by St. Vincent Defendants, St. Vincent Defendants failed to timely and only bill Plaintiff's health insurance carrier even though other treating healthcare providers submitted their bills to Health Advantage for medical services rendered to Plaintiff for treatment relating to the same incident.
47. Because Plaintiff had valid, in network health insurance with Health Advantage, which would pay his medical bills, he did not owe any debt to the St. Vincent Defendants. St. Vincent Defendants or their agents, however, sought to collect a debt that was never owed because the St. Vincent Defendants failed to timely bill only Plaintiff's health insurance carrier for his medical treatment. St. Vincent Defendants are liable for the wrongful acts and omissions of their agent and/or apparent agents.
48. Despite the fact that Plaintiff did not owe St. Vincent Defendants any debt necessary to support a lien, because he maintained health insurance to pay for the medical bills, the St. Vincent Defendants and/or their agent maintained that they were owed approximately \$218,859.90 for treatment of Plaintiff for the injuries he sustained from the motor vehicle collision.
49. On or about September 15, 2017, the St. Vincent Defendants caused to be filed a hospital lien in court records in the amount of \$218, 859.90. The St. Vincent

Defendants recorded that lien, a public record in court in Arkansas which has damaged the Plaintiff.

50. Thereafter, the St. Vincent Defendants and/or their agent, sent notice of the statutory lien in the amount of \$218,859.90 to the liability carrier of the at-fault driver and others.
51. In early 2018, Plaintiff received a settlement offer from the at-fault party's liability carrier in the amount of policy limits of \$50,000. Plaintiff subsequently accepted that offer.
52. ARK. CODE ANN. § 18-46-112 prohibits a liability carrier from tendering funds to a tort plaintiff such as Plaintiff without the satisfaction of the hospital lien by payment or a release of the lien. Thus, the Defendants' lien prevented settlement of Plaintiff's tort claim absent paying off that lien.
53. The St. Vincent Defendants did not inform Plaintiff or the liability insurer that the Defendants were contractually prevented from seeking payment from any funds payable to the Plaintiff, including but not limited to any proceeds from a third-party liability insurance carrier, in their improper attempt to collect the Reduce Medical Bill. The St. Vincent Defendants recorded that lien, a public record, in court in Arkansas, which damaged the Plaintiff.
54. The Defendants were also contractually prevented from billing, seeking payment from, or having any recourse against anyone other than the Health Advantage health plan administrator; which prohibited seeking payment from any funds payable to the Plaintiff, such as his proceeds from a third-party liability insurance carrier, in their improper attempt

to collect undiscounted medical bills.

55. Thereafter, the St. Vincent Defendants through their agent, sought payment and asserted a lien on the third-party motorist claim for their full medical bills or charges.
56. St. Vincent Defendants breached their contract with Health Advantage by maintaining a hospital/medical lien through 2018 and seeking to collect and collecting on the lien from Plaintiff.
57. St. Vincent Defendants failed to inform Plaintiff or the at-fault party's liability carrier that St. Vincent Defendants were precluded from pursuing any charges from Plaintiff and/or any asset of Plaintiff, including, but not limited to, by filing a lien on Plaintiff's third-party personal injury recovery.
58. After asserting their lien, the St. Vincent Defendants submitted Plaintiff's medical charges to Health Advantage and were paid pursuant to their provider agreement with Health Advantage. Nonetheless, the St. Vincent Defendants continued to pursue their hospital lien in the amount of their full, undiscounted medical bills to try and recover more money.
59. The assertion of the hospital lien by the St. Vincent Defendants and their agent has caused Plaintiff's damages, and prevented and delayed the resolution of Plaintiff's tort recovery.
60. Because of their improper lien, Plaintiff was forced to give up approximately \$1,777.10 from his settlement proceeds to satisfy the St. Vincent Defendants' improper lien and have it released.
61. The asserted lien was improper and, upon information and belief, neither Plaintiff, nor the liability carrier of the defendant driver had full knowledge of the facts and circumstances surrounding Defendants' improper lien and the full terms of the provider

agreement at the time.

62. The assertion of the hospital lien by the Defendants and/or their agents caused Plaintiff injury and damages, delayed receipt of settlement proceeds and caused Plaintiff to lose money (paid under mistake of law or fact, deception and duress and by Defendants failure to disclose the terms of its provider agreement with Health Advantage) to satisfy the improper lien out of his tort recovery settlement as the defendant driver's liability insurer would not – because it legally could not pursuant to Ark. Code Ann. § 18-46-112 – disburse any money to Plaintiff without satisfying the lien.
63. The asserted lien was improper, and neither Plaintiff nor the liability carrier of the defendant driver had full knowledge of the facts and circumstances surrounding Defendants' improper lien or the reasons it was unlawful, such as being prohibited by the terms of the provider agreement at the time. Defendants kept its provider agreement with Health Advantage (and its other provider agreements with other health insurance carriers, issuers and/or administrators) in strict secrecy without disclosing its terms to the public or its patients.
64. Upon information and belief, similar to Plaintiff, other Class Members' tort settlements were delayed, and they lost money to satisfy Defendants' wrongfully asserted and maintained hospital liens. Like Plaintiff, other Class Members suffered damage by having their tort recovery proceeds delayed and being forced to give up money from their tort recoveries or other sources, as required by Ark. Code Ann. § 18-46-112, to satisfy Defendants' wrongfully asserted and maintained hospital liens. Those Class Members' damages consist of the amounts of money paid to satisfy the Defendants' wrongful

hospital liens when Defendants were required to timely submit their bills only to their respective commercial health carriers, along with pre-judgment interest on such amounts.

65. Further, Defendants' wrongful actions and omissions set forth herein – including its wrongful refusal to timely submit medical bills to health insurers in favor of pursuing wrongful hospital liens – prevented those health insurers from being able to calculate Class Members' deductibles, co-payments and/or co-insurance for their covered treatment. As a result, Defendants cannot be permitted to gain from its wrongful behavior by claiming a deduction, or set-off, of Class Members' damages, for any such amounts.

CLASS ACTION ALLEGATIONS

66. Plaintiff incorporates the preceding allegations of his Class Action Complaint by reference.
67. This action is brought as a Plaintiff's Class pursuant to Rule 23 of the Arkansas Rules of Civil Procedure. Plaintiff brings this action on his own behalf and all others similarly situated, as representative of the following Class:

All persons who, during any applicable statutory period(s), received any type of healthcare treatment from any entity located in Arkansas that is owned, controlled and/or managed by the St. Vincent's Defendants, and: (i) such treatment was covered by valid, in network, commercial health coverage; (ii) the billing charges regarding such treatment were not timely submitted only to the commercial health insurance carrier or its designee for payment under the health coverage; and (iii) the St. Vincent's Defendants sought payment for such treatment by asserting medical or hospital liens, submitting claims for medical payments coverage and/or seeking payment directly from the patients or their assets, such as tort recoveries.

68. The particular members of the Class are capable of being described and identified without difficult managerial or administrative problems. The members of the Class are readily identifiable from the information and records in the possession or control of St. Vincent

Defendants, and/or third parties, such as health insurance carriers.

69. The Class consists of hundreds, perhaps thousands, of individual members and is, therefore, so numerous that individual joinder of all members is impractical.
70. There are questions of law and fact common to the Class, and these questions predominate over any questions affecting only individual Class Members. The wrongs suffered and remedies sought by Plaintiff and the other members of the Class are premised upon a common unlawful scheme perpetuated uniformly upon all the Class Members. The only material difference between the Class Members' claims is the exact monetary amount to which each member of the Class is entitled. The principal common issues include, but are not limited to the following:
 - a) Whether St. Vincent Defendants entered into express and/or implied agreements with various health insurance carriers providing, among other things, that health insurance claims should be timely submitted only to the health insurance carriers for payment;
 - b) Whether St. Vincent Defendants violated their contracts with various health insurance carriers by not timely submitting medical bills only to the carriers;
 - c) Whether St. Vincent Defendants violated their contracts with various health insurance carriers by pursuing recovery for services rendered by placing liens upon patients' property (such as third-party tort claims), pursuing medical payment benefits from auto insurers, pursuing payment directly from the patients, and/or turning patients' accounts over to collections;

- d) Whether there was any underlying debt required to support St. Vincent Defendants' claimed liens upon patients' property (such as third-party tort claims) and whether St. Vincent Defendants wrongfully created such "debt" by refusing to submit medical bills for payment by patients' health insurance carriers;
- e) Whether St. Vincent Defendants violated their contracts with various health insurance carriers by not offering a contractually agreed discount to patients covered by said policies;
- f) Whether St. Vincent Defendants have violated their contracts with Plaintiff and the Class Members by seeking payment for charges that were covered by valid commercial health insurance;
- g) Whether St. Vincent Defendants improperly refused to submit the Plaintiff's and the Class Members' medical bills to Plaintiff's and the Class Members' health insurance carriers for payment;
- h) Whether St. Vincent Defendants profited by refusing to submit said medical bills to said health insurance carriers for payment;
- i) Whether St. Vincent Defendants wrongfully interfered with the health coverage contracts that Plaintiff and the Class Members had with their health insurers by refusing to submit their charges to the health insurance carriers;
- j) Whether St. Vincent Defendants engaged in deceptive practices by

omitting their common practice of refusing to bill health carriers and asserting liens seeking to recover from other sources;

k) Whether St. Vincent Defendants have been unjustly enriched at the Plaintiff's and the Class Member's expense through the above described misconduct;

l) Whether St. Vincent Defendants breached their duty of good faith and fair dealing to the Plaintiff and the Class through the above described misconduct;

m) Whether St. Vincent Defendants are liable to Plaintiff and the Class Members based on a claim on money they have received;

1) Whether St. Vincent Defendants should be enjoined from continuing their improper and unlawful billing practices as described above.

71. Plaintiff's claims are typical of those of the Class and are based on the same legal and factual theories as outlined above.

72. Plaintiff and his counsel will fairly and adequately represent and protect the interest of the members of the Class. Plaintiff has no claims antagonistic to those of the Class. Plaintiff has retained competent and experienced counsel who have prosecuted dozens of complex class actions. Undersigned counsel is committed to the vigorous prosecution of this action.

73. Certification of a Plaintiff Class is appropriate in that Plaintiff and the Class Members seek monetary damages, common questions predominate over any individual questions,

and a Plaintiff Class Action is superior for the fair and efficient adjudication of this controversy. A Plaintiff Class Action will cause an orderly and expeditious administration of the Class Members' claims. Economies of time, effort and expense will be fostered, and uniformity of decisions will be ensured by certification of the class. Moreover, the individual Class Members are unlikely to be aware of their rights and are not in a position (either through experience or financially) to commence individual litigation against Defendants and their vast resources.

74. Alternatively, certification of a Plaintiff Class is appropriate in that inconsistent or varying adjudications with respect to individual members of the class would establish incompatible standards of conduct for the St. Vincent Defendants. In addition, as a practical matter, adjudications with respect to individual members of the Class would be dispositive of the interests of the other members not parties to the adjudications, or would at the very least substantially impair or impede their ability to protect their interests. St. Vincent Defendants have acted or refused to act on grounds generally applicable to the Class.
75. The St. Vincent Defendants are jointly and severally liable for the acts and omissions alleged herein.
76. Plaintiff alleges the following causes of action, cumulatively or in the alternative, on his own behalf and on behalf of the Class Member, against the Baptist Defendants and/or the Insurance Defendants, as may be appropriate.

COUNT I

(Violation of Arkansas Deceptive Trade Practices Act)

77. Plaintiff incorporates all preceding allegations of this Class Action Complaint as

though fully set forth herein.

78. St. Vincent's Defendants' actions and the actions of persons under Defendants' direct and indirect control, violated the Arkansas Deceptive Trade Practices Act ("ADTPA"), Ark. Code Ann. § 4-88-101 et seq. Those actions include a refusal to submit valid bills to patients' private health insurance carriers and instead asserting liens or otherwise seeking and/or taking payment from patients.
79. Defendants and persons under their direct or indirect control engaged in unconscionable, false, deceptive, and consumer-oriented acts or practices in business, commerce, or trade by refusing to submit valid health insurance claims and instead asserting liens, taking a patient's medical payments coverage or taking money directly from patients in violation of their agreements with health insurance companies.
80. St. Vincent Defendants and persons under St. Vincent Defendants' direct or indirect control have breached the ADTPA by their actions, which include but are not limited to the following:
 - a) Failing to submit bills to and/or honor contractual discounts from insurance carriers despite a contractual obligation to do so;
 - b) Materially misleading patients through online advertising and representations to believe St. Vincent Defendants will submit bills to patients' valid health insurance carriers with which St. Vincent Defendants have provider agreements;
 - c) Concealing, suppressing, and/or omitting the fact that St. Vincent Defendants will not submit bills to or accept payments from health insurance carriers

despite usual practice and material misrepresentations to the contrary, posted on St. Vincent Defendants' website and represented to patients upon presentment and at the time of discharge from medical treatment;

- d) Concealing, suppressing, and/or omitting the fact that St. Vincent Defendants will not honor agreed-to balance adjustments, or "discounts," despite obligations to offer said adjustments to insured patients;
- e) Deceiving their patients to believe their bills will be covered by health insurance, when St. Vincent Defendants actually intend to seek payment for services from other sources, including directly from patients, via medical payment benefits from patients' auto insurers, by placing liens on patients' property or by submitting patients' bills to collection agencies;
- f) Violating the duty of good faith in performing health care services by failing to disclose their unfair billing practices to patients and prospective patients;
- g) Committing an unfair practice by violating the public policy and/or common laws of this state.

81. St. Vincent Defendants' misrepresentations constituting deceptive trade practices proximately caused injury to Plaintiff, including preventing disbursement of any recovery in his tort action against the defendant driver. Upon information and belief, Class Members suffered the same injury, for variable monetary amounts, when St. Vincent Defendants failed to bill Class Members' health insurance carrier.
82. Plaintiff was financially injured when St. Vincent Defendants filed a lien in the public record of the Arkansas court, and by Defendants' and their agents' harassing collection

efforts.

83. Plaintiff and the Class Members suffered an actual financial loss. The property of Plaintiff and the Class Members were taken by the St. Vincent Defendants in violation of the Arkansas Constitution.
84. St. Vincent Defendants directly or indirectly controlled its agents, apparent agents and representatives who made misrepresentations to Plaintiff and Class Members.
85. St. Vincent Defendants knew or reasonably should have known of the existence of facts by reason of which St. Vincent Defendants' deceptive trade practices exists because St. Vincent Defendants affirmatively and materially misrepresented to patients that St. Vincent Defendants would bill patients' health insurance carriers for medical services.
86. Pursuant to Ark. Code Ann. § 4-88-113(f), Plaintiff and the Class Members are entitled to their actual damages, prejudgment interest, and attorney's fees and costs incurred herein in an amount which exceeds that required for federal diversity jurisdiction.

COUNT II
(Tortious Interference with Contractual Relations/Business Expectancy)

87. Plaintiff incorporates all preceding allegations of this Class Action Complaint as though fully set forth herein.
88. Plaintiff and the Class Members enjoyed a valid business expectancy and/or contractual relationship with their own health insurance providers by virtue of an express or implied contract that Plaintiff and each individual Class Member had with their health insurance carrier.
89. Plaintiff and the Class Members had valid health insurance contracts with their health insurance carrier, Health Advantage.

90. St. Vincent Defendants were informed and had actual knowledge of the above- described business expectancies and contractual relationships involving Plaintiff, the Class Members, and their respective health insurance carriers.
91. St. Vincent Defendants intentionally and improperly interfered with and caused a disruption of the business expectancies and contractual relationships of Plaintiff and the Class Members by preventing them from receiving the benefit of their contractual business relationships with their respective health insurance carriers. The St. Vincent Defendants did so without justification or privilege in a malicious attempt to procure additional monies to which they are/were not entitled, and with reckless disregard for the damage and harm such action would have on Plaintiff and the Class Members. The St. Vincent Defendants were strangers to the contractual business relationships that Plaintiff and the Class Members had with their respective health insurance carriers.
92. St. Vincent Defendants' actions resulted in Plaintiff and the Class Members having paid premiums but receiving no benefit, the premiums effectively wasted and the would- be coverage rendered illusory and further taking monetary recoveries of the Plaintiff and Class Members from sources that should have otherwise flowed to Plaintiff and the Class Members. St. Vincent Defendant's actions thus proximately caused Plaintiff and the Class Members damages.
93. Plaintiff and the Class Members are entitled to compensatory damages, punitive damages, and prejudgment interest.

COUNT III
(Unjust Enrichment)

94. Plaintiff incorporates all preceding allegations of this Class Action Complaint as though

fully set forth herein.

95. As alleged above, St. Vincent Defendants have engaged in a pattern of subverting the financial interests and contractual agreements of Plaintiff and the Class members - patients of the Defendants' hospitals and healthcare facilities - for their own pecuniary gain.
96. St. Vincent Defendants have been unjustly enriched in that they received and retained the benefits of proceeds to which it/they was/were not entitled and received said proceeds in violation of Arkansas law.
97. Said benefits conferred on St. Vincent Defendants by Plaintiff and Class Members were unlawfully obtained to the detriment of Plaintiff and the Class Members.
98. St. Vincent Defendants' retention of any such funds is unjust because payment for the services provided should have come from Plaintiff's and Class Members' health insurance carriers, and the reasonable value for St. Vincent Defendants' services determined by the contracts between St. Vincent Defendants and the carriers.
99. Allowing St. Vincent Defendants to retain the aforementioned benefits violates fundamental principles of justice, equity, and good conscience.

**Count IV
(Breach of Contract - Third Party Beneficiary)**

100. Plaintiff incorporates all preceding allegations of this Class Action Complaint as though fully set forth herein.
101. Plaintiff is a third-party beneficiary of the provider agreement between the St. Vincent Defendants and his health insurance carrier, Health Advantage. Although Plaintiff's counsel has been informed of certain terms of the provider agreement between the St. Vincent Defendants and Health Advantage, Plaintiff does not have, and has not been

provided with, a copy of that agreement to attach to this Complaint. The St. Vincent Defendants should be required to produce a copy of the provider agreement if they contest any of the allegations herein relating to the provider agreement.

102. Upon information and belief, the other provider agreements between the St. Vincent Defendants and other health insurance carriers that are applicable to Class Members insured by carriers other than Health Advantage contain the same or similar provisions, copies of which Plaintiff does not have and, therefore, cannot attach to this Complaint. The St. Vincent Defendants have copies of those agreements and should be required to produce them.
103. St. Vincent Defendants and Health Advantage and other health insurance carriers clearly intended to benefit Plaintiff and the Class Member under the provider agreement, and Plaintiff and the Class Members are therefore intended third-party beneficiaries under those agreements.
104. The St. Vincent Defendants were contractually required to submit Plaintiff's and Class Members' medical bills to health insurance carrier, Health Advantage, and other carriers, accept the payment from health insurance carriers in satisfaction of the bill, not seek payments from any additional sources, and hold Plaintiff harmless from any amounts owed other than co-pays and/or deductibles.
105. In the provider agreements with other health insurance carriers, the St. Vincent Defendants were, upon information and belief, contractually required to submit a patient's medical bills to their respective health insurance carrier, accept the payment from health insurance in satisfaction of the bill, not seek payments from any additional sources, and hold the patient harmless from any amounts owed other than co-pays and/ or deductibles.

106. Plaintiff and the Class Members were members of a class of persons sufficiently described or designated in provider agreements between the St. Vincent Defendants and health insurance carriers.
107. The St. Vincent Defendants breached their provider agreements with health insurance carriers when they refused to submit Plaintiffs and the Class Members' claims to health insurance carriers and instead sought payment for treatment from the Class Members and/or their third-party tort recoveries.
108. The St. Vincent Defendants' actions resulted in Plaintiff and the Class Members medical bills not being paid and satisfied at the agreed-upon reduced amounts set forth in the provider agreements with the health insurance carriers, with the St. Vincent Defendants improperly pursuing the recovery of the full amount of medical bills from Plaintiff and the Class Members well in excess of the reduced rates that St. Vincent agreed to accept in full satisfaction. Defendants actions proximately caused Plaintiff and the Class Members damages.
109. Plaintiff and the Class Members are entitled to compensatory damages and prejudgment interest.
110. To the extent that the Baptist Defendants assert charitable immunity for one or more of the causes of action set forth herein, the Insurer Defendants are liable under the Arkansas direct action statute, as alleged above.

JURY DEMAND

Plaintiff, on behalf of himself and all Class Members, demands a jury trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all Class Members, respectfully prays for judgement against the Defendant as follows:

- a. For an Order certifying that this action may be maintained as a Class Action and appointing Plaintiff and his counsel to represent the class;
- b. For a declaration that Defendants' actions violated Plaintiff's and the Class Members' rights under Arkansas law as pleaded in Counts I through IV;
- c. For all actual damages, statutory damages, punitive damages, penalties, and remedies available for the Defendants' violations of Plaintiff's and the Class Members' rights under Arkansas law;
- d. For a declaration that Defendants, through their actions and misconduct as alleged above, have been unjustly enriched and an order that Defendants disgorge any unlawfully gained proceeds;
- e. For damages in an amount in excess of \$5,000,000, exclusive of costs and interest;
- f. For any pre-judgement interest as provided by law;
- g. For post-judgement interest as provided by law;
- h. For an award to Plaintiff and the Class Members of their reasonable attorney's fees;
- i. For an award to Plaintiff and the Class Members of their costs and expenses of this action;
- j. For declaratory and injunctive relief prohibiting the St. Vincent Defendants from

engaging in the improper and wrongful practice alleged herein; and

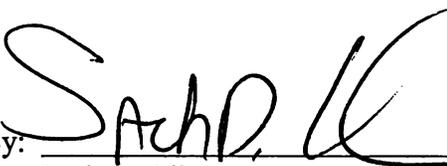
- k. For such other and further relief as the Court may deem necessary and proper under Arkansas law.

Dated this 12 day of July, 2019.

Respectfully Submitted,

NICHOLAS DORADO, individually, and on
Behalf of all Others Similarly Situated

PLAINTIFF

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[*Pro Hac Vice* Motion to Be Submitted]

*Counsel for Plaintiff Nicholas Dorado and all
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