

EXHIBIT 1

Copy of State Court File

STATE OF NORTH CAROLINA

14CV01 File No. 99

Wake County

In The General Court of Justice

☐ District ☒ Superior Court Division

Name of Plaintiff

Christopher Jenkins

Address

c/o Hendren & Malone, 4600 Marriott Dr. Suite 150

City, State, Zip

Raleigh, North Carolina 27612

VERSUS

Name of Defendant(s)

The Moses H. Cone Memorial Health Services Corporation;
The Moses H. Cone Memorial Hospital, Incorporated;
The Moses H. Cone Memorial Hospital;
The Moses H. Cone Memorial Hospital Operating
Corporation; and
Avectus Healthcare Solutions, LLC

CIVIL SUMMONS

☐ Alias and Pluries Summons

G.S. 1A-1, Rules 3, 4

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

To Each of The Defendant(s) Named Below:

Name And Address of Defendant 1

Avectus Healthcare Solutions, LLC
c/o Registered Agent
CT Corporation System
150 Fayetteville Street, Box 1011
Raleigh, NC 27601

Name And Address of Defendant 2

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

J. Michael Malone
Hendren & Malone, PLLC
4600 Marriott Drive, Suite 150
Raleigh, NC 27612

Date Issued

12-1-14

Time

2

☐ AM ☒ PM

Signature

☒ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM ☐ PM

Signature

☐ Deputy CSC☐ Assistant CSC☐ Clerk of Superior Court

NOTE TO PARTIES: Many Counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

STATE OF NORTH CAROLINA

14CV005933 File No.

Wake County

In The General Court of Justice

☐ District ☒ Superior Court Division

Name of Plaintiff

Christopher Jenkins

Address

c/o Hendren & Malone, 4600 Marriott Dr. Suite 150

City, State, Zip

Raleigh, North Carolina 27612

VERSUS

Name of Defendant(s)

The Moses H. Cone Memorial Health Services Corporation;
The Moses H. Cone Memorial Hospital, Incorporated;
The Moses H. Cone Memorial Hospital;
The Moses H. Cone Memorial Hospital Operating
Corporation; and
Avectus Healthcare Solutions, LLC

CIVIL SUMMONS

☐ Alias and Pluries Summons

G.S. 1A-1, Rules 3, 4

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

To Each of The Defendant(s) Named Below:

Name And Address of Defendant 1

The Moses H. Cone Memorial Hospital
c/o Registered Agent
Timothy R. Rice
1200 N. Elm Street
Greensboro, NC 27401

Name And Address of Defendant 2

The Moses H. Cone Memorial Hospital Operating
Corporation
c/o Registered Agent
Timothy R. Rice
1200 N. Elm Street
Greensboro, NC 27401

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

J. Michael Malone
Hendren & Malone, PLLC
4600 Marriott Drive, Suite 150
Raleigh, NC 27612

Date Issued

12-1-14

Time

2

☐ AM

☒ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk of Superior Court

☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM

☐ PM

Signature

☐ Deputy CSC

☐ Assistant CSC

☐ Clerk of Superior Court

NOTE TO PARTIES: Many Counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

STATE OF NORTH CAROLINA

14CV01533 File No.

Wake County

In The General Court of Justice

☐ District ☒ Superior Court Division

Name of Plaintiff

Christopher Jenkins

Address

c/o Hendren & Malone, 4600 Marriott Dr. Suite 150

City, State, Zip

Raleigh, North Carolina 27612

VERSUS

Name of Defendant(s)

The Moses H. Cone Memorial Health Services Corporation;
The Moses H. Cone Memorial Hospital, Incorporated;
The Moses H. Cone Memorial Hospital;
The Moses H. Cone Memorial Hospital Operating
Corporation; and
Avectus Healthcare Solutions, LLC

CIVIL SUMMONS

☐ Alias and Pluries Summons

G.S. 1A-1, Rules 3, 4

Date Original Summons Issued

Date(s) Subsequent Summon(es) Issued

To Each of The Defendant(s) Named Below:

Name And Address of Defendant 1

The Moses H. Cone Memorial Health Services Corporation
c/o Registered Agent
Timothy R. Rice
1200 N. Elm Street
Greensboro, NC 27401

Name And Address of Defendant 2

The Moses H. Cone Memorial Hospital, Incorporated
c/o Registered Agent
Timothy R. Rice
1200 N. Elm Street
Greensboro, NC 27401

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

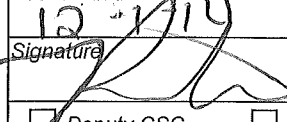
1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address of Plaintiff's Attorney (If None, Address of Plaintiff)

J. Michael Malone
Hendren & Malone, PLLC
4600 Marriott Drive, Suite 150
Raleigh, NC 27612

Date Issued

12-17-14


Time

2 ☐ AM ☒ PM

Signature

☒ Deputy CSC ☐ Assistant CSC ☐ Clerk of Superior Court

☐ ENDORSEMENT

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date of Endorsement

Time

☐ AM ☐ PM

Signature

☐ Deputy CSC ☐ Assistant CSC ☐ Clerk of Superior Court

NOTE TO PARTIES: Many Counties have **MANDATORY ARBITRATION** programs in which most cases where the amount in controversy is \$15,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

STATE OF NORTH CAROLINA

14CV00033
File No. 33

FILED

Wake County

In The General Court of Justice
☐ District ☒ Superior Court Division

Name of Plaintiff 1 Christopher Jenkins
Tax ID/SSN
Name of Plaintiff 2
Tax ID/SSN
Name of Plaintiff 3
Tax ID/SSN

GENERAL

CIVIL ACTION COVER SHEET

☒ INITIAL FILING ☐ SUBSEQUENT FILING

Rule 5(b), Rules of Practice for Superior and District Courts

VERSUS

Name of Defendant 1 The Moses H. Cone Memorial Health Services Corporation	Summons Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tax ID/SSN	
Name of Defendant 2 The Moses H. Cone Memorial Hospital, Incorporated	Summons Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tax ID/SSN	
Name of Defendant 3 The Moses H. Cone Memorial Hospital	Summons Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tax ID/SSN	

Name And Address of Attorney, or Party, if Not Represented (complete for initial appearance or change of address)		
J. Michael Malone, Esq. Hendren & Malone, PLLC 4600 Marriott Drive, Suite 150 Raleigh, NC 27612 Attorney Bar No. Malone = 26512	Rob Fields, Esq. Oak City Law LLP 702 N. Blount Street Raleigh, NC 27604 Fields = 12946	
<input checked="" type="checkbox"/> Initial Appearance in Case <input type="checkbox"/> Change of Address		
Name of Firm Hendren & Malone, PLLC		
Tax ID No.	Telephone No. (919) 573-1423	FAX No. (919) 420-0475
Counsel for <input checked="" type="checkbox"/> All Plaintiffs <input type="checkbox"/> All Defendants <input type="checkbox"/> Only (List party(ies) represented)		

<input checked="" type="checkbox"/> Jury Demanded in Pleading	<input type="checkbox"/> Amount in controversy does not exceed \$15,000
<input type="checkbox"/> Complex Litigation	<input type="checkbox"/> Stipulate to arbitration

TYPE OF PLEADING	CLAIM FOR RELIEF FOR:
<p>(check all that apply)</p> <p><input type="checkbox"/> Amended Answer/Reply (AMND-Response)</p> <p><input type="checkbox"/> Amended Complaint (AMND)</p> <p><input type="checkbox"/> Answer/Reply (ANSW-Response)</p> <p><input checked="" type="checkbox"/> Complaint (COMP)</p> <p><input type="checkbox"/> Confession of Judgment (CNFJ)</p> <p><input type="checkbox"/> Counterclaim vs. (CTCL)</p> <p><input type="checkbox"/> All Plaintiff(s) <input type="checkbox"/> Only (List on back)</p> <p><input type="checkbox"/> Crossclaim vs. (List on back) (CRSS)</p> <p><input type="checkbox"/> Extend Statute of Limitations, Rule 9 (ESOL)</p> <p><input type="checkbox"/> Extend Time for Answer (MEOT-Response)</p> <p><input type="checkbox"/> Extend Time For Complaint (EXCO)</p> <p><input type="checkbox"/> Rule 12 Motion in Lieu Of Answer (MDLA)</p> <p><input type="checkbox"/> Third Party Complaint (List Third Party Defendants on Back) (TPCL)</p> <p><input type="checkbox"/> Other (specify)</p>	<p><input type="checkbox"/> Administrative Appeal (ADMA)</p> <p><input type="checkbox"/> Appointment of Receiver (APRC)</p> <p><input type="checkbox"/> Attachment/Garnishment (ATTC)</p> <p><input type="checkbox"/> Claim and Delivery (CLMD)</p> <p><input type="checkbox"/> Collection on Account (ACCT)</p> <p><input type="checkbox"/> Condemnation (CNDM)</p> <p><input checked="" type="checkbox"/> Contract (CNTR)</p> <p><input type="checkbox"/> Discovery Scheduling Order (DSCH)</p> <p><input checked="" type="checkbox"/> Injunction (INJU)</p> <p><input type="checkbox"/> Medical Malpractice (MDML)</p> <p><input type="checkbox"/> Minor Settlement (MSTL)</p> <p><input type="checkbox"/> Money Owed (MNYO)</p> <p><input type="checkbox"/> Negligence – Motor Vehicle (MVNG)</p> <p><input type="checkbox"/> Negligence – Other (NEGO)</p> <p><input type="checkbox"/> Motor Vehicle Lien G.S. 44A (MVLN)</p> <p><input type="checkbox"/> Limited Driving Privilege – Out-of-State Convictions (PLDP)</p> <p><input type="checkbox"/> Possession of Personal Property (POPP)</p> <p><input type="checkbox"/> Product Liability (PROD)</p> <p><input type="checkbox"/> Real Property (RLPR)</p> <p><input type="checkbox"/> Specific Performance (SPPR)</p> <p><input checked="" type="checkbox"/> Other: (specify) Breach of Fiduciary Duty Unfair and Deceptive Trade Practices, Constructive Fraud</p>

Date 11/25/14	Signature of Attorney/Party
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NOTE: The initial filing in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must either include a cover sheet or the filing must comply with G.S. 7A-34.1.

AOC-CV-751, Rev. 10/01 © 2001 Administrative Office of the Courts (Over)

FILED

14CV015933

RECEIVED -1 PM 2:04

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE
WAKE COUNTY, C.S.C. SUPERIOR COURT DIVISION

WAKE COUNTY

14 CVS _____

BY _____

CHRISTOPHER JENKINS,
On behalf of himself and all others
similarly situated,

Plaintiff,

vs.

THE MOSES H. CONE MEMORIAL
HEALTH SERVICES CORPORATION;

THE MOSES H. CONE MEMORIAL
HOSPITAL, INCORPORATED;

THE MOSES H. CONE MEMORIAL
HOSPITAL;

THE MOSES H. CONE MEMORIAL
HOSPITAL OPERATING

CORPORATION;
AVECTUS HEALTHCARE

SOLUTIONS, LLC;

Defendants.

CLASS ACTION COMPLAINT

Plaintiff, by and through counsel, and on behalf of himself and all others similarly situated, alleges as follows against Defendants jointly and severally:

PARTIES

1. Plaintiff Christopher Jenkins (hereinafter "Jenkins") is a citizen and resident of Wake County, North Carolina and he appears herein in his individual capacity and as a representative of the class more fully set forth herein.
2. Upon information and belief, defendants The Moses H. Cone Memorial Health Services Corporation, The Moses H. Cone Memorial Hospital, Incorporated, The Moses H. Cone Memorial Hospital, The Moses H. Cone Memorial Hospital Operating Corporation are North Carolina corporations headquartered and with their principal place of business in

Guilford County, North Carolina (hereinafter collectively referred to as “Moses Cone”). Defendants Moses Cone are hospitals as defined in N.C. Gen. Stat. §131E-6 and §131E-176.

3. Avectus Healthcare Solutions LLC (“Avectus”) is a Delaware corporation, with its principal place of business in Mississippi, licensed to do business in the State of North Carolina by the North Carolina Secretary of State with its registered agent located in Wake County, North Carolina.

NATURE OF THE ACTION

4. This is a class action seeking compensatory damages and injunctive relief for Plaintiff individually, and as a representative of the classes described herein.
5. Plaintiff, and members of the classes Plaintiff represents, are individuals who received medical treatment at hospital facilities owned and/or operated by the Moses Cone Defendants and/or were the subject of collection efforts by Defendant Avectus.
6. Plaintiff brings this case against Defendants because:
 - a. The Moses Cone Defendants, and their debt collection agent Avectus, wrongfully sent improper collection notices and collected payments for medical services in amounts that violate:
 - i. the terms of the Consent Agreement for treatment executed by Plaintiff with Defendant Moses Cone,
 - ii. the terms of the Moses Cone Defendants’ offer (the “Offer”) to Plaintiff and Moses Cone Class Members to treat them as an in-network provider of health care services pursuant to the terms of applicable Health Benefit Plans and applicable Health Care

Provider Contracts (also known as “Preferred Provider Contracts”)
and/or

- iii. the terms of the applicable Health Care Provider Contracts entered into by the Moses Cone Defendants with insurers and medical service corporations providing Health Benefit Plans to Plaintiff and the Moses Cone Class Members;
- b. The Moses Cone Defendants breached their duty as attorney-in-fact for Plaintiff and the Moses Cone Class Members by failing to collect, for services rendered, from health insurers and Health Benefit Plans, including BCBSNC, who agreed or were obligated to pay for or provide medical services for Plaintiff and the Moses Cone Class Members and/or by seeking reimbursement from Plaintiff and the Moses Cone Class Members beyond the contractually specified amount due for the medical services provided.
- c. Defendant Avectus wrongfully sent improper collection notices and collected payments for medical services in amounts that violate (1) the terms of the applicable Health Care Provider Contracts entered into between medical providers for whom Avectus provides debt collection services and insurers and medical service corporations providing Health Benefit Plans to Plaintiff and the Avectus Class Members and (2) the providers contracts with Plaintiff and the Avectus Class Members to treat Plaintiff and Avectus Class Members as in-network providers; and

- d. Plaintiff also seeks injunctive relief against the Moses Cone Defendants to prevent the Moses Cone Defendants from continuing to undertake efforts to collect payments for medical services in amounts that violate the terms of its agreements with the Moses Cone Class Members and their Health Benefit Plans and health insurers and medical service corporations and further in breach of Defendant Moses Cone's fiduciary duties as an attorney-in-fact for Plaintiff and Moses Cone Class Members. Plaintiff also seeks injunctive relief against Defendant Aectus to prevent Defendant Aectus from continuing to undertake efforts to collect payments for medical services in amounts that violate the terms of the applicable Health Care Provider Contracts entered into between medical providers, for whom Defendant Aectus provides debt collection services, and insurers and medical service corporations providing Health Benefit Plans to Plaintiff and the Aectus Class Members.

Plaintiff, and members of the both the Moses Cone Class and the Aectus Class, have suffered damages and are entitled to injunctive relief as more fully described herein.

JURISDICTION AND VENUE

7. One or more of the parties, at all times pertinent hereto, reside in Wake County.
8. Wake County Superior Court is the proper trial division for this case as the total amount in controversy exceeds Twenty-Five Thousand Dollars (\$25,000) pursuant to N.C.G.S. § 7A-243.
9. Jurisdiction and venue are otherwise properly held with this Honorable Court.

FACTUAL ALLEGATIONS

10. On October 17, 2013, Plaintiff was injured in an accident with an at-fault motor vehicle while riding a motorcycle in Greensboro, North Carolina.
11. Following the accident, Plaintiff sought medical care at Defendant Moses Cone's hospital facility commonly known as The Moses H. Cone Memorial Hospital and/or Moses Cone and/or Cone Health located at or near 1200 North Elm Street in Greensboro, North Carolina.
12. Plaintiff received treatment at Moses Cone on October 18, 2013 for his injuries sustained in the above referenced accident. As a result of the above referenced accident, Plaintiff incurred medical costs and expenses with various health care providers including, but not limited to, Moses Cone.
13. Subsequent to Plaintiff's medical care at Moses Cone, Moses Cone generated a bill indicating standard charges for the medical care totaling \$1,034.00.
14. At the time of treatment at Moses Cone, Moses Cone presented Plaintiff with a form titled "General Consent" which Plaintiff signed as requested by Moses Cone.
15. The General Consent form signed by Plaintiff made Moses Cone an attorney-in-fact for Plaintiff regarding the collection of benefits from third parties for Plaintiff's medical expenses.
16. Upon information and belief, the General Consent form signed by Plaintiff is commonly presented to patients and signed by patients seeking and receiving treatment at Moses Cone's medical facilities including members of the Moses Cone Class.
17. At all relevant times and pursuant to the Offer, Moses Cone has represented itself as an in-network provider for managed care Health Benefit Plans including BCBSNC and has

offered treatment to patients and agreed to accept in-network reimbursement as a Preferred Provider under the Health Benefit Plans including BCBSNC for covered treatment of insureds such as Plaintiff and the Moses Cone Class Members.

18. At all times relevant and pursuant to the Offer, Moses Cone represented that Moses Cone maintained Preferred Provider Contracts with multiple Health Benefit Plans including those of BCBSNC and including the plan in which Plaintiff was a member.
19. At all times relevant and pursuant to the Offer, Moses Cone represented that members of multiple Health Benefit Plans, including the plan in which Plaintiff was a member, would have access to Moses Cone's health care system on the terms of Moses Cone's Preferred Provider Contracts with those plans.
20. At the time of Plaintiff's admission to Moses Cone, Plaintiff presented to Moses Cone documentation indicating that Plaintiff was a member of a Health Benefit Plan offered, administered, maintained or serviced by BCBSNC and by this conduct and Plaintiff's acceptance of services, Plaintiff accepted the Offer.
21. Pursuant to the terms contained in the General Consent form, Moses Cone agreed to collect any benefits from BCBSNC for Plaintiff's medical care provided at Moses Cone and Moses Cone further agreed to refund to Plaintiff any overpayments received by Moses Cone from any payment source.
22. Upon information and belief, at all times relevant, Defendant Moses Cone and multiple Health Benefit Plans, including those of BCBSNC, had entered into Preferred Provider Contracts for the purpose of providing, *inter alia*, medical care to members of those Health Benefit Plans including Plaintiff and members of the Class. At all relevant times, and pursuant to the Offer, Defendant Moses Cone offered to treat and furnish medical

services to members of such Health Benefit Plans in exchange for payments by Plan members, including Plaintiff and members of the Moses Cone Class, as specified in the applicable Health Benefit Plans.

23. Upon information and belief, the Preferred Provider Contracts establish the terms for payment, including the payment rates, for medical care and services provided by Defendant Moses Cone to members of the Health Benefit Plans, including Plaintiff and members of the Moses Cone Class, and that such terms, including the payments to be made by members of the Plans set forth in the Health Benefit Plans were agreed to by Defendant Moses Cone as part of the Preferred Provider Contracts and as part of the published Offer to treat patients as a Preferred Provider for these Health Benefit Plans.
24. Plaintiff and members of the Moses Cone Class are intended third-party beneficiaries of the applicable Preferred Provider Contracts and are the intended and protected beneficiaries of the regulatory scheme authorizing these contracts and allowing providers to furnish medical services directly to Health Benefit Plans.
25. Plaintiff and members of the Moses Cone Class, pursuant to the Offer and otherwise, are entitled to the terms and protections, including the rates, fees and prohibitions on balance billing and additional charges to Plan members for covered services, offered by and agreed to by Defendant Moses Cone as part of the Preferred Provider Contracts.
26. The terms of the Preferred Provider Contracts are incorporated by reference, implication and/or reliance upon Defendant Moses Cone's representations regarding its status as a BCBSNC provider, into the General Consent executed by Plaintiff and members of the Moses Cone Class and into the Offer.

27. Plaintiff and members of the Moses Cone Class are entitled to the terms, including the rates and fees, agreed to by Defendant Moses Cone as part of the Preferred Provider Contracts regardless of the source of payment for the incurred medical expenses.
28. The General Consent form and the Offer created an obligation for Defendant Moses Cone to provide medical care to Plaintiff in exchange for payment in the following two ways: (1) by Plaintiff for co-payments, coinsurance and/or deductibles and (2) payment by Plaintiff's health insurer BCBSNC pursuant to the terms as set forth in the Preferred Provider Contracts.
29. Under the terms of Plaintiff's Health Benefit Plan, the terms of the applicable Preferred Provider Contract, the terms of the General Consent, and the terms of the Offer, Plaintiff was personally obligated to make a co-payment of only \$150.00 to Moses Cone for Plaintiff's medical treatment on October 18, 2013.
30. Upon information and belief, pursuant to the terms of the Preferred Provider Contracts, Defendant Moses Cone's unilateral Offer to treat Plaintiff as a Preferred Provider which was accepted by Plaintiff, and the General Consent, Defendant Moses Cone was obligated to file a claim for payment of Plaintiff's medical expenses with BCBSNC and accept payment from BCBSNC as payment in full for Plaintiff's medical expenses.
31. Upon information and belief, pursuant to the terms and rates set forth in the Preferred Provider Contracts, and Defendant Moses Cone's unilateral Offer to treat Plaintiff as a Preferred Provider which was accepted by Plaintiff, and the terms of the General Consent, Defendant Moses Cone was entitled to at most the negotiated rate as set forth in the Preferred Provider Contract for the medical care and services provided to Plaintiff on October 18, 2013 plus the \$150.00 co-payment from Plaintiff.

32. Pursuant to the General Consent and the terms and rates set forth in the Provider Contracts and Defendant Moses Cone's unilateral Offer to treat Plaintiff as a Preferred Provider which was accepted by Plaintiff, Defendant Moses Cone is entitled to, at most, a \$150.00 co-payment from Plaintiff for the medical care and services provided to Plaintiff on October 18, 2012. Plaintiff, through his representatives, has made this payment to Defendant Moses Cone.
33. At no time prior to or during Plaintiff's visit to Moses Cone did Defendant Moses Cone provide specific written or other notification to Plaintiff that Plaintiff may be held financially responsible for particular services not covered by BCBSNC or for any amounts in excess of the applicable co-payment amount.
34. At no time prior to or during Plaintiff's visit to Moses Cone did Defendant Moses Cone provide to Plaintiff any written or other notification that, despite Plaintiff being a member of BCBSNC, that Plaintiff may be responsible for the full amount of Plaintiff's medical charges and that Plaintiff may not be entitled to the benefit of the terms established by Defendant Moses Cone's advertised Offer to treat patients, including Plaintiff, as a Preferred Provider of Health Benefit Plans, including Plaintiff's plan with BCBSNC, and by the Preferred Provider Contracts, including the rates established by such contracts, and that Plaintiff may not be entitled to the limitation of his liability to Defendant Moses Cone to \$150.00 for the co-pay under the circumstances of this case.
35. At no time prior to or during Plaintiff's visit to Moses Cone did Defendant Moses Cone provide to Plaintiff any written or other notification that, despite Plaintiff being a member of BCBSNC, Defendant Moses Cone may not collect payment from BCBSNC or that

Defendant Moses Cone would seek payment from Plaintiff or any source other than BCBSNC.

36. Upon information and belief, Defendant Avectus was, at all times relevant, the collection agent and/or debt collector for Moses Cone regarding the collection of medical bills for individuals involved in accidents including the Plaintiff and some or all members of the Moses Cone Class.
37. Upon information and belief and at all times relevant, Defendant Avectus serves as the collection agent and/or debt collector for numerous other hospitals and trauma centers in the State of North Carolina for the purpose of collecting the medical bills incurred by individuals involved in accidents including the Plaintiff and members of the Avectus Class.
38. On or about November 7, 2013, Defendant Avectus, acting as the debt collector for Defendant Moses Cone, did send correspondence to counsel for Plaintiff indicating notice of a lien for Defendant Moses Cone, pursuant to N.C.G.S. 44-49, in the amount of \$1,034.00 against any sums recovered as damages for personal injuries by Plaintiff as a result of the above described accident.
39. The lien notice sent Defendant Avectus on behalf of Defendant Moses Cone claimed a lien that exceeded the amount Plaintiff was obligated to pay Moses Cone pursuant to (1) the General Consent; (2) the terms and rates set forth in the Provider Contracts and/or (3) Defendant Moses Cone's unilateral Offer to treat Plaintiff as a Preferred Provider, which was accepted by Plaintiff and which was limited to a co-payment of \$150.00. Thus the lien notice contained misstatements regarding the amount owed by Plaintiff for the medical care and services provided to Plaintiff on October 18, 2013.

40. Following receipt of the \$1,034.00 payment for the lien claim which was delivered to Defendants on or about April 8, 2014, Defendants have refused to refund to Plaintiff any portion of the \$1,034.00 received by Defendants despite the fact that Defendants are only entitled to payment for Plaintiff's medical care and services in two ways: (1) by Plaintiff for co-payments, coinsurance and/or deductibles and (2) payment by Plaintiff's health insurer BCBSNC pursuant to the terms and rates as set forth in the applicable Health Benefit Plan and the Preferred Provider Contracts.
41. As a result of Defendants' actions as set forth herein, Plaintiff has been damaged in an amount equal to or greater than \$884.00 and Defendants have been correspondingly benefitted.
42. Upon information and belief, Defendant Moses Cone has collected or unjustly received payments for medical care and services in amounts that exceed co-payment, coinsurance and/or deductible obligations for numerous other patients, the identity of whom is presently unknown to Plaintiff, who have received treatment at Defendant Moses Cone's medical facilities and who are also members of Health Benefit Plans such as BCBSNC who Defendant Moses Cone agreed to treat in exchange for the in-network benefits described in the applicable Preferred Provider Contracts and Health Benefit Plans and who, as a result, are entitled to have all of their medical expenses, if any, paid by their Health Benefit Plans including BCBSNC, with the exception of co-payments, coinsurance and deductibles, pursuant to the Preferred Provider Contracts, Defendant Moses Cone's unilateral Offer to treat such patients as an in-network Preferred Provider which was accepted by such patients, and the General Consent, thus causing damage unto said persons and benefiting Defendant Moses Cone.

43. Upon information and belief, Defendant Moses Cone has pursued collection policies and practices which put Defendant Moses Cone's financial interests ahead of the interests of Plaintiff's and those of the members of the Moses Cone Class, in ways that violate Defendant Moses Cone's obligations and duties as the attorney-in-fact for Plaintiff and members of the Moses Cone Class thus causing damage unto said persons and unjustly enriching Defendant Moses Cone.
44. Upon information and belief, Defendant Avectus regularly asserts, and collects on the basis of, claims for the costs of medical care and services provided to accident victims in amounts that exceed the amounts that patients of health care providers, for whom Avectus serves as a debt collector, are obligated to pay pursuant to their applicable Health Benefit Plans and the applicable Preferred Provider Contracts as well as the medical care providers' offers to treat such victims as an in-network Preferred Provider.
45. Upon information and belief, Defendant Avectus serves as an agent of Moses Cone and other providers for whom it performs collection duties and for whom it owes fiduciary duties to such entities. Upon information and belief, Defendant Avectus was aware of the fiduciary duties of Moses Cone to Plaintiff and of the fiduciary duties of other providers to Avectus Class Members, or some of them, and had, as a result of its agency agreements with Moses Cone and providers, knowingly assumed the duties of its principals as attorneys-in-fact.

CLASS ACTION ALLEGATIONS

46. This action is brought by Plaintiff as representative of all others similarly situated under the provisions of Rule 23(a) of the North Carolina Rules of Civil Procedure for

compensatory damages, injunctive relief, court costs and attorneys' fees as set forth in more detail below.

47. The "Moses Cone Class" represented by Plaintiff in this action, and of which Plaintiff is himself a member, consists of all persons who received medical treatment at Defendant Moses Cone's medical facilities and who either 1) were forced to pay, had paid on their behalf, or are being asked to make payment for charges for medical care and services in an amount that violates the General Consent and/or exceeds the co-payment, coinsurance and/or deductible obligation for said persons and/or the terms of the Health Benefit Plans and Preferred Provider Contracts and Defendant Moses Cone's Offer to treat such persons as an in-network provider pursuant to such Plans and Contracts or 2) did not receive the benefit of collection by Defendant Moses Cone as an attorney-in-fact of payment for medical services from a source or sources most favorable to the client among the sources known to Defendant Moses Cone acting as an attorney-in-fact or 3) were not refunded amounts received by Defendant Moses Cone in excess of amounts due for medical care and services provided by Defendant Moses Cone to said persons or 4) were sent collection notices that contained misleading statements of fact and misrepresentations regarding their accounts with Defendants.
48. The Avectus Class represented by Plaintiff in this action, and of which Plaintiff is himself a member, consists of all persons who received medical care from a medical care provider for which Avectus serves as a debt collector and who either 1) were forced to pay, had paid on their behalf, or are being asked to make payment, for charges for medical care and services in an amount that exceeds the co-payment, coinsurance and/or deductible obligation for said persons and/or the terms of the Health Benefit Plans and

Preferred Provider Contracts and the medical care providers offer to treat such persons as an in-network provider pursuant to such Plans and Contracts or 2) were not refunded amounts received by Defendant Avectus in excess of amounts due for medical care and services provided by the applicable medical care provider to said persons or 3) were sent collection notices by Avectus that contained misleading statements of fact and misrepresentations regarding their accounts with the medical care provider for which Avectus serves as a debt collector or 4) did not receive the benefit of collection by Avectus as agent and fiduciary of the medical care providers who were serving as attorneys-in-fact for patients for the purpose of obtaining payment for medical services from a source or sources most favorable to the patient among the sources known to Defendant Avectus acting as an agent for providers it knew were serving as attorneys-in-fact for patients including the Plaintiff.

49. Excluded from the Moses Cone Class are Defendant Moses Cone, any entity in which the Defendant Moses Cone has controlling interest, any employees, officers or directors of the Defendant Moses Cone, the legal representatives, heirs, successors, and assigns of Defendant Moses Cone, any judge or employee of the Court assigned to work on this lawsuit, and Plaintiff's attorneys and staff.
50. Excluded from the Avectus Class are Defendant Avectus, any entity in which the Defendant Avectus has controlling interest, any employees, officers or directors of the Defendant Avectus, the legal representatives, heirs, successors, and assigns of Defendant Avectus, any judge or employee of the Court assigned to work on this lawsuit, and Plaintiff's attorneys and staff.

51. Plaintiff seeks actual and treble monetary damages to compensate Plaintiff and members of the Moses Cone Class for damages associated with the unlawful and unjustified collection of charges for medical care and services in amounts that violate the terms of General Consent, the terms of the applicable Preferred Provider Contracts and Health Benefit Plans, the terms of the Offer and for the collection of charges from sources that are less favorable to Plaintiff and members of the Moses Cone Class than those from whom Defendant Moses Cone chose to collect.
52. Plaintiff seeks actual and treble monetary damages to compensate Plaintiff and members of the Avectus Class for damages associated with the unlawful and unjustified collection of charges for medical care and services in amounts that violate the terms the terms of the applicable Preferred Provider Contracts and Health Benefit Plans, the terms of the General Consent, the terms of the Offer and for the collection of charges from sources that are less favorable to Plaintiff and members of the Avectus Class than those from whom Defendant Avectus chose not to collect .
53. Plaintiff seeks to enjoin Defendants from continuing to undertake collection efforts associated with charges for medical care and services in amounts that violate the terms of the General Consent, the Preferred Provider Contracts, the Health Benefit Plans and/or the applicable contract to treat Plaintiff and members of the classes as an in-network provider.
53. Common issues of law and fact predominate with respect to the issues raised herein. Common issues of law and fact include: a) the contractual obligations regarding payment for medical; b) the policy and practice of Defendants in seeking collection as or on behalf of a known attorney-in-fact from sources more favorable to Defendants but less favorable

to Plaintiff and the Class, c) the policy and practice of Defendants seeking collection from Plaintiff and members of the classes of amounts in excess of the amount due and owing for medical services rendered under applicable agreements and contracts including, where applicable, the General Consent, the Preferred Provider Contracts, the Health Benefit Plans and/or the health care providers offer to treat as an in-network provider, d) the policy and practice of Defendants sending collection notices that contained misleading misstatements of fact and misrepresentations regarding their accounts, e) the policy and practice of Defendants of failing to refund to Plaintiff and the members of the classes amounts paid to Defendants for medical services rendered where such payments exceed the amount Defendants are entitled to recover for the medical services, f) the appropriateness of an injunction to stop Defendants' wrongful behavior, g) applicability and application of the North Carolina Unfair and Deceptive Trade Practices Act, and h) the appropriateness of exemplary damages including the appropriate amount of such damages.

54. The claims of the representative Plaintiff are typical of the claims of the Moses Cone Class members and the Avectus Class members. The claims of all members of the Moses Cone Class and the Avectus Class, including the Plaintiff, depend on the showing that the acts and omissions of the Defendants gave rise to the rights of the Plaintiff to the relief sought herein and in showing that the damages were caused by said acts and omissions of the Defendants. There is no conflict between the Plaintiff and any members of the classes with respect to this action or all of the claims for relief herein set forth.

55. Plaintiff will fairly and adequately protect the interests of the Moses Cone Class and the Avectus Class which he represents. The interests of the Plaintiff are consistent with those of the Moses Cone Class members and the Avectus Class members.
56. Plaintiff and the Moses Cone Class and the Avectus Class are represented by experienced and able counsel who have expertise in the areas of contracts, tort law, trial practice, and class action representation.
57. The class action is superior to all other available methods for the fair and efficient adjudication of this controversy. Because of the number and nature of common questions of fact and law, multiple separate lawsuits would not serve the interest of judicial economy.
58. The total relief and damages sought by Plaintiff, on his behalf and on behalf of members of the Moses Cone Class and the Avectus Class, exceed \$10,000.00.

FIRST CLAIM FOR RELIEF - BREACH OF CONTRACT (COUNT 1)

59. Plaintiff incorporates by reference the allegations set forth above.
60. Upon information and belief, Plaintiff, members of the Moses Cone Class, and Defendant Moses Cone were parties to an agreement for medical services provided at Defendant Moses Cone's facilities in exchange for payment where such agreement included the terms of the General Consent described above.
60. Pursuant to the terms of the General Consent, Plaintiff and members of the Moses Cone Class did agree to receive medical treatment at Defendant Moses Cone's medical facilities and in exchange Plaintiff and members of the Moses Cone Class agreed to pay

for charges due from Plaintiff and members of the Moses Cone Class in the form of co-payments, coinsurance and deductibles.

61. Pursuant to the terms of the General Consent, Defendant Moses Cone agreed to seek collection of benefits from any responsible third party including Health Benefit Plans such as BCBSNC for the cost of medical care provided to Plaintiff and members of the Moses Cone Class.
62. Pursuant to the terms of the General Consent, Defendant Moses Cone agreed to refund to Plaintiff and members of the Moses Cone Class any amounts received by Defendant Moses Cone in excess of co-payments, deductibles, coinsurance and amounts owed by health benefit plans.
63. On or about April 8, 2014, Plaintiff paid Defendant Moses Cone pursuant to a statutory lien claim an amount of \$1,034.00 which includes the \$150.00 co-payment as required under his BCBSNC health benefit plan thus fulfilling Plaintiff's full obligations for payment to Defendant. Defendant Moses Cone failed to refund to Plaintiff the \$884.00 collected in excess of the amount due as co-payment under the Plaintiff's BCBSNC health benefit plan.
64. As a result of Defendant's actions as set forth herein, Plaintiff has been damaged in an amount equal to or greater than \$884.00 and Defendant have been correspondingly benefitted.
65. Defendant Moses Cone breached the terms of the General Consent in such a manner as to constitute a breach of contract by (1) failing to refund to Plaintiff credits due after payment of co-payments, deductibles, coinsurance and amounts due from Plaintiff's health benefit plan, BCBSNC; (2) collecting, and seeking to collect, more money from

Plaintiff, or on behalf of Plaintiff, for Plaintiff's medical care than was due as copayment, coinsurance and/or deductibles or otherwise.

66. As direct and proximate result of Defendant Moses Cone's breach of contract, Plaintiff and members of the Moses Cone Class have incurred damages as more fully set forth herein.

SECOND CLAIM FOR RELIEF – BREACH OF CONTRACT (COUNT 2)

67. Plaintiff incorporates by reference the allegations set forth above.
68. At all times relevant, Defendant Moses Cone offered to provide treatment as an in-network provider pursuant to applicable Preferred Provider Contracts and Health Benefit Plans including BCBSNC.
69. At all times relevant, Defendant Moses Cone represented that members of, or participants in, such health benefit plans for which Defendant Moses Cone was a Preferred Provider would have access to Moses Cone's health care system pursuant to the terms of applicable Preferred Provider Contracts and Health Benefit Plans.
70. Plaintiff and members of the Moses Cone Class are members of, or participants in, Health Benefit Plans for which Defendant Moses Cone agreed and offered to provide treatment as an in-network Preferred Provider under Preferred Provider Contracts.
71. At all times relevant, Moses Cone offered to treat Plaintiff and member of the Moses Cone Class as an in-network Preferred Provider and to collect from Plaintiff and members of the Moses Cone Class only applicable co-payments, coinsurance and deductibles as provided in their Health Benefit Plans.
72. Plaintiff and members of the Moses Cone Class accepted Defendant Moses Cone's Offer of treatment and received treatment pursuant to such Offer.

73. Defendant Moses Cone has breached its contract with Plaintiff and members of the Moses Cone Class by failing to treat Plaintiff and members of the Moses Cone Class in accordance with the terms offered and accepted.

74. As a direct and proximate result of Defendant Moses Cone's breach of contract, Plaintiff and members of the Moses Cone Class have incurred damages as more fully set forth herein including charges in excess of the amounts provided in their Health Benefit Plans.

THIRD CLAIM FOR RELIEF - BREACH OF CONTRACT (COUNT 3)

75. Plaintiff incorporates by reference the allegations set forth above.

76. Plaintiff and members of the Moses Cone Class are members of Health Benefit Plans for which Defendant Moses Cone has offered to provide treatment as a Preferred Provider.

77. Upon information and belief, at all times relevant, Defendant Moses Cone was a party to Preferred Provider Contracts with BCBSNC and other issuers, servicers, administrators, insurers, medical service corporations and similar entities offering Health Benefit Plans with in-network preferred providers.

78. Plaintiff and members of the Moses Cone Class are intended third-party beneficiaries of the Preferred Provider Contracts.

79. Defendant Moses Cone did breach the terms of the Preferred Provider Contracts proximately causing damages as more fully set forth herein unto Plaintiff and members of the Moses Cone Class by charging and collecting amounts for medical care and treatment that violate the terms, including the rates, fees and restrictions established by the Preferred Provider Contracts.

FOURTH CLAIM FOR RELIEF - UNFAIR AND DECEPTIVE TRADE PRACTICES

80. Plaintiff incorporates by reference the allegations set forth above.
81. The collection of insurance benefits for reimbursement of expenses for medical care provided to patients, including Plaintiff and members of the Moses Cone Class is a practice which is “in or affecting commerce” and, as such, falls within the purview of N.C.G.S. § 75-1.1. Defendant Moses Cone acted as an attorney-in-fact and a collection agent for Plaintiff and the members of the Moses Cone Class and was not rendering professional services in undertaking the acts and practices about which Plaintiff complains.
82. Defendant Moses Cone’s conduct as described herein constitutes unfair and deceptive trade practices in that Defendant:
 - a. By and through its agent Avectus, communicated false information to Plaintiff and members of the Moses Cone Class regarding the amount of charges owed for medical care and services provided by Defendant Moses Cone; and
 - b. Wrongfully, deceptively, and improperly charged Plaintiff and members of the class amounts for medical care and treatment that exceeded the amounts allowed pursuant to the General Consent, the Preferred Provider Contracts, the Health Benefit Plans and Defendant Moses Cone’s Offer to treat as an in-network provider, and further failed to refund amounts received in excess of the amounts allowed pursuant to the General Consent, the Preferred Provider Contracts, the Health Benefit Plans and Defendant Moses Cone’s Offer to treat as an in-network provider.

83. As a direct and proximate result of Defendant Moses Cone's unfair and deceptive trade practices, Plaintiff, and members of the Moses Cone Class, have suffered monetary damages as described above and herein and are entitled to treble damages pursuant to N.C.G.S. § 75-16 and attorneys' fees pursuant to N.C.G.S. § 75-16.1.

FIFTH CLAIM FOR RELEIF – VIOLATION OF
NORTH CAROLINA DEBT COLLECTION STATUTE

84. Plaintiff incorporates by reference the allegations set forth above.
85. Plaintiff and members of the Moses Cone Class and Avectus Class are consumers pursuant to N.C.G.S. § 75.50(1).
86. Defendants Moses Cone and Avectus are debt collectors within the meaning of N.C.G.S. § 75.50(3).
87. Defendants' actions as more fully described herein constitute the acts of a debt collector pursuant to Chapter 75, Article 2 of the North Carolina General Statutes.
88. Defendants did violate Chapter 75, Article 2, specifically N.C.G.S. § 75-54(4), by sending collection notices that contained misleading misstatements of fact and misrepresentations regarding the patient accounts with Defendant Moses Cone and, with respect to Avectus, other unnamed health care providers in addition to Moses Cone.
89. As a direct and proximate result of Defendants' violation of Article 2, Chapter 75 of the North Carolina General Statutes, Plaintiff, and members of the Class, have suffered monetary damages as described above and herein and are entitled to actual damages plus civil penalties as set forth in N.C.G.S. § 75-56 including, but not limited to, an amount not less than \$500.00 nor greater than \$4,000.00 for each violation by Defendants.

SIXTH AND SEVENTH CLAIMS FOR RELIEF –
BREACH OF FIDUCIARY DUTY AND CONSTRUCTIVE FRAUD

90. Plaintiff incorporates by reference the allegations set forth above.
91. As a result of the relationship between Defendant Moses Cone and Plaintiff, and members of the Moses Cone Class, including Defendant Moses Cone's role as an attorney-in-fact, Defendant Moses Cone owes Plaintiff and the Moses Cone Class fiduciary duties. Defendant Avectus knew or should have known of these fiduciary duties and agreed to act as agent of Moses Cone and other providers who owed known fiduciary duties to the Avectus Class. Defendant Avectus undertook performance of these collection duties as agent of Moses Cone and other providers of medical services to the Avectus Class; thereby knowingly assuming an obligation of proper performance of such duties of its principals.
92. Among the fiduciary duties owed by Defendants to Plaintiff and members of the Moses Cone Class and the Avectus Class is the duty to act on Plaintiff's behalf and in Plaintiff's best interests in the processing of matters related to Plaintiff's health benefits and in seeking payment from available sources for medical services provided to Plaintiff, the Moses Cone Class and the Avectus Class.
93. Defendants did breach fiduciary duties by, among other things, communicating false information to Plaintiff and members of the Moses Cone Class and the Avectus Class regarding the amount of charges owed for medical care and services provided by Defendant Moses Cone and other providers, wrongfully, deceptively, and improperly charging Plaintiff and members of the Moses Cone Class and the Avectus Class amounts for medical care and treatment that exceeded the amounts allowed pursuant to the

General Consent, the Preferred Provider Contracts, the Health Benefit Plans and Defendant Moses Cone's and other providers' Offer to treat as an in-network provider, failing to refund amounts received in excess of the amounts allowed pursuant to the General Consent, the Preferred Provider Contracts, the Health Benefit Plans and Defendant Moses Cone's and other providers' Offer to treat as an in-network provider, pursuing collection policies and practices which put Defendant Moses Cone's and other providers' and Avectus' financial interests ahead of Plaintiff's and those of the Moses Cone Class and the Avectus Class, failing to pursue collection from sources favorable to Plaintiff and members of the Moses Cone Class and the Avectus Class, and altering and modifying its billings and charges to enable collections from sources more favorable to Defendant Moses Cone, other providers and Avectus, but less favorable to Plaintiff than otherwise were available.

94. Defendants did breach fiduciary duties owed to Plaintiff and members of the Moses Cone Class and the Avectus Class in a manner that sought to benefit Defendants and other providers and did in fact benefit Defendants.
95. Defendants' breach of fiduciary duties owed to Plaintiff and members of the Moses Cone Class and the Avectus Class proximately caused damages to Plaintiff and members of the Moses Cone Class and the Avectus Class as more fully set forth herein and such breaches constitute constructive fraud.

EIGHTH CLAIM FOR RELIEF – CONVERSION

96. Plaintiff incorporates by reference the allegations set forth above.
97. Defendants have in their possession or have converted to their use funds due, owing and belonging to Plaintiff and members of the Moses Cone Class and the Avectus Class

98. The possession of the funds due, owing and belonging to Plaintiff and members of the Moses Cone Class and Avectus Class is wrongful and constitutes conversion under North Carolina law.
99. As a direct and proximate result of Defendants' conversion of funds due, owing and belonging to Plaintiff and members of the Moses Cone Class and Avectus Class, Plaintiff and the members of the Moses Cone Class and Avectus Class have suffered damages as more fully set forth herein.

NINTH CLAIM FOR RELIEF - INTERFERENCE WITH CONTRACT

100. Plaintiff incorporates by reference the allegations set forth above.
101. At all times relevant, Plaintiff and members of the Avectus Class were parties to contracts with health care providers, as more fully described above, where such contracts establish the payment obligations for medical care and services provided to members of the Avectus Class.
102. The terms of the contracts between the Plaintiff and members of the Avectus Class and the applicable medical care provider, including Defendant Moses Cone in the case of the Plaintiff, provide for treatment to Plaintiff and members of the Avectus class in exchange for payment pursuant to the terms of the Health Benefit Plans, the Offer and Preferred Provider Contracts and limit the payment obligation of the Plaintiff and members of the Avectus Class to amounts due as copayments co-payments, coinsurance and deductibles.
103. Upon information and belief, Defendant Avectus knows of the existence of the contracts between Plaintiff and members of the Avectus Class and the health care providers for whom Avectus provides debt collection services.

104. Defendant Avectus, by and through its collection efforts as more fully described above, intentionally induced Defendant Moses Cone and other unnamed health care providers for whom Defendant Avectus provides debt collection services to breach said contracts and collect amounts for treatment that exceed the payment obligation of the Plaintiff and the Avectus Class members.
105. The acts of Defendant Avectus were without justification and constitute an intentional interference with contract.
106. As a direct and proximate result of Defendant Avectus's intentional inference with contract, Plaintiff and members of the Avectus Class, have suffered damages as more fully set forth herein.

TENTH CLAIM FOR RELIEF – INJUNCTIVE RELIEF

107. Plaintiff incorporates by reference the allegations set forth above.
108. As a direct and proximate result of Defendants' acts and/or omissions as described above, Plaintiff and the members of the classes are entitled to injunctive relief such that Defendants are ordered and enjoined from continuing to undertake collection efforts associated with charges for medical and services in amounts that exceed the rates and fees set forth in the Preferred Provider Contracts, the Health Benefit Plans and Defendant Moses Cone's Offer to treat as an in-network provider and/or, in the case of Avectus, the applicable health benefit plans and preferred provider contracts and offers of providers for whom Avectus collects.
109. As a further direct and proximate result of Defendants acts and/or omissions as described above, Plaintiff and the Moses Cone Class and the Avectus members are entitled to injunctive relief such that Defendants are ordered and enjoined from continuing to act in

a manner contrary to Defendants' or their principal's obligations as the attorney-in-fact for the collection of third-party benefits including health benefits for medical care and services provided by Defendant Moses Cone and other providers as alleged herein.

WHEREFORE, Plaintiff prays the Court as follows:

1. That after due proceedings, this action be certified as a class action pursuant to Rule 23 of the North Carolina Rules of Civil Procedure;
2. That in due course, this action proceed as a class action, pursuant to the above named provisions, to judgment as therein provided in favor of Plaintiff, and the classes Plaintiff represents, and against Defendants;
3. That Plaintiff, and the classes Plaintiff represents, have and recover damages of the Defendants pursuant to the claims for relief set out in this Complaint including treble damages and civil penalties;
4. That Plaintiff, and the Moses Cone Class and the Auctus Class so represented by Plaintiff, have a constructive trust established and accounting ordered as to funds obtained by Defendants pursuant to the General Consent;
5. That Plaintiff, and the classes Plaintiff represents, have injunctive relief against Defendants as set forth in the Complaint;
6. That Plaintiff, and the classes Plaintiff represents, have and recover prejudgment and post judgment interest at the maximum legal rate;
7. That the Plaintiff, and the classes Plaintiff represents, have and recover attorneys' fees as allowed by law;
8. That the Plaintiff, and the classes Plaintiff represents, have and recover the costs of this action as allowed by law; and

9. For such other and further relief as the Court deems just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES SO TRIABLE.

This the 25th day of November, 2014.



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