

2007 WL 5787150 (Miss.Cir.) (Trial Pleading)  
Circuit Court of Mississippi,  
Second Judicial District.  
Panola County

Mark ALDRIDGE, Executor of the Estate of Thadduse Wayne  
(T.W.) Aldridge, Ruth Colson, and Earlene Ellis, Plaintiffs,  
v.

PACIFICARE LIFE & HEALTH INSURANCE COMPANY D/B/A Secure Horizons, Pacificare Health Plan Administrators, Inc., Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, Diquana Roberson, Mid Delta Health Systems, Inc., Mid Delta Home Health of Charleston, Inc., Mid Delta Hospice of Batesville, Inc. and John Does 1-10, Defendants.

No. CV2007-16LP2.  
January 17, 2007.

Jury Trial Demanded

**Complaint**

Mark Aldridge, Executor of the Estate of Thadduse Wayne (T.W.) Aldridge, Ruth Colson and Earlene Ellis, [Al Welshans, III](#) MSB#9674, [Richard T. Phillips](#), Esq. MSB#4170, [Al Welshans](#), Esq. MSB#9674, Smith, Phillips, Mitchell, Scott & Nowak, LLP, P. O. Drawer 1586, Batesville, MS 38606, Tel: (662) 563-4613, Fax: (662) 563-1546, Attorneys For the Plaintiffs.

Come now the Plaintiffs, MARK ALDRIDGE, EXECUTOR OF THE ESTATE OF THADDUSE WAYNE (T.W.) ALDRIDGE, RUTH COLSON, and EARLENE ELLIS, and file this action seeking actual and punitive damages and equitable relief against the Defendants, PACIFICARE LIFE & HEALTH INSURANCE COMPANY D/B/A SECURE HORIZONS, PACIFICARE HEALTH PLAN ADMINISTRATORS, INC., GLOBAL FINANCIAL BROKERS, LLC, TOLLIVER'S FINANCIAL GROUP, LLC, TOLLIVER FINANCIAL GROUP, LLC, HUMPHREY TOLLIVER, CYNTHIA HIGHTOWER, DIQUANA ROBERSON, MID DELTA HEALTH SYSTEMS, INC., MID DELTA HOME HEALTH OF CHARLESTON, INC., MID DELTA HOSPICE OF BATESVILLE, INC., AND JOHN DOES 1-10. Plaintiffs do state as follows, to-wit:

**INTRODUCTION**

**1.**

This is a suit brought on behalf of the Plaintiffs, all retired and elderly residents of the Second Judicial District of Panola, County, Mississippi. Plaintiffs seek recovery of actual damages from the Defendants and the assessment of punitive damages for fraud, civil conspiracy, and aiding and abetting fraud, conversion, invasion of privacy, negligence and gross negligence, and further seek equitable relief in the form of rescission of insurance contracts procured by fraud, an injunction and constructive trust with disgorgement of money wrongly converted by the Defendants for their own pecuniary gain.

**2.**

Plaintiffs' causes of action arise from a common plan or scheme employed by Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana

Roberson with the knowing aid and assistance of the Mid Delta Defendants and the Pacificare Defendants. Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson, without the consent of the Plaintiffs, conspired with the Mid Delta Defendants and the Pacificare Defendants to obtain the Plaintiffs' personal and confidential information and fraudulently used said information for the Defendants own pecuniary gain by enrolling the Plaintiffs in Pacificare's SecureHorizons Insurance Plan, and causing premiums for said insurance plan to be drafted from the Plaintiffs' monies without the Plaintiffs' knowledge or consent.

3.

Each Plaintiff was a patient of Mid Delta Health Systems, Inc., Mid Delta Home Health of Charleston, Inc., and/or Mid Delta Hospice of Batesville, Inc. Upon information and belief, Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson obtained the Plaintiffs' personal and private information, including their social security numbers, dates of birth, medicare numbers and medicare enrollment dates, from and in conspiracy with the Mid Delta Defendants and its employees and agents for the purpose of enrolling the Plaintiffs in Pacificare's SecureHorizons Insurance Plan. The Mid Delta Defendants' conspiratorial act of knowingly providing the Plaintiffs' personal and confidential information to Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson aided and abetted the fraud alleged herein in violation of the Mid Delta Defendants' own written privacy policy.

4.

At all times alleged herein, Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson were licensed to sell Pacificare's SecureHorizons Insurance Plans. The Pacificare Defendants have benefitted financially from the fraud alleged herein in the form of premiums wrongly drafted from the Plaintiffs' monies and continued to collect said premiums with full knowledge of the fraud. Pacificare is vicariously liable for the actions of its agents and by its actions has knowingly ratified and aided and abetted the fraud of said agents. Each of the Defendants should be subject to punitive, as well as, actual damages for the acts alleged herein.

***JURISDICTION AND VENUE***

5.

This Court has jurisdiction over this matter and the parties herein. A substantial part of the acts, omissions, and events giving rise to torts, breaches, and injuries as alleged herein occurred in the Second Judicial District of Panola County, and venue is proper in the Second Judicial District of Panola County pursuant to [Miss. Code Ann. §§ 11-11-3](#), as amended.

6.

Plaintiffs' claims are brought solely under Mississippi law, and Plaintiffs state that they do not bring any federal claims and/or disclaim any and all claims provided by or under any federal laws, statutes or regulations.

***PARTIES***

7.

Plaintiff MARK ALDRIDGE is duly appointed Executor of Thadduse Wayne Aldridge's Estate presently pending in the Chancery Court for the Second Judicial District of Panola County, Cause Number B-06-09-450. Plaintiff MARK ALDRIDGE brings this action pursuant to his authority under [Mississippi Code Sections 91-7-47](#) and [91-7-233](#).

8.

Plaintiff RUTH COLSON is an adult resident citizen of the Second Judicial District of Panola County, Mississippi, who resides at 7129 Dummy Line Road, Batesville, Mississippi 38606.

9.

Plaintiff EARLENE ELLIS is an adult resident citizen of the Second Judicial District of Panola County, Mississippi, who resides at 5040 Hwy. 51, Pope, Mississippi 38658.

10.

Defendant, Pacificare Life & Health Insurance Company d/b/a SecureHorizons [referred to herein as "Pacificare Life"], is a foreign insurance company organized and existing under the laws of the State of Indiana. Defendant Pacificare Life's principal place of business is located in Santa Ana, California. Pacificare Life is registered to do and at all times alleged herein was doing business in the State of Mississippi. Pacificare Life's registered agent for service of process in the State of Mississippi is CT Corporation System of Mississippi, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232.

11.

Defendant, Pacificare Health Plan Administrators, Inc. d/b/a SecureHorizons [referred to herein as "Pacificare Health"], is a foreign health insurance administrator organized and existing under the laws of the State of Indiana. Defendant Pacificare Health's principal place of business is located in Santa Ana, California. Pacificare Health is registered to do and all times alleged herein was actually doing business in the State of Mississippi. Pacificare Health's registered agent for service of process in the State of Mississippi is CT Corporation System of Mississippi, 645 Lakeland East Drive, Suite 101, Flowood, Mississippi 39232. Defendants Pacificare Life & Health Insurance Company d/b/a SecureHorizons and Pacificare Health Plan Administrators, Inc. d/b/a SecureHorizons are referred to collectively herein as the "Pacificare Defendants," the "Pacificare entities," or "Pacificare."

12.

Defendant, Global Financial Brokers, LLC [referred to herein as Global Financial], is a domestic limited liability company organized and existing under the laws of the State of Mississippi. Global Financial is registered with the Mississippi Insurance Department as a resident producer entity. Global Financial's letterhead states that its place of business is located at 7183 Goodman Road, Suite A, Olive Branch, Mississippi 38654, and list its telephone number as (662) 895-0877. According to documents filed with the Mississippi Secretary of State, Global Financial's Officers and Directors include Cynthia Hightower. Global Financial's registered agent for service of process in the State of Mississippi is Humphrey N. Tolliver whose address is 7183 Goodman Road, Suite A, Olive Branch, Mississippi.

13.

Defendant, Tolliver's Financial Group, LLC [referred to herein as Tolliver's Financial], is a domestic limited liability company organized and existing under the laws of the State of Mississippi. Tolliver's Financial principal place of business is located at 7183 Goodman Road, Suite A, Olive Branch, Mississippi 38654. According to documents filed with the Mississippi Secretary

of State, Tolliver's Financial Officers and Directors include Humphrey N. Hightower. Tolliver's Financial registered agent for service of process in the State of Mississippi is Humphrey N. Tolliver whose address is 7183 Goodman Road, Suite A, Olive Branch, Mississippi.

**14.**

Defendant, Tolliver Financial Group, LLC [referred to herein as Tolliver Financial], is a foreign limited liability company organized and existing under the laws of the State of Nevada. Tolliver Financial is registered with the Mississippi Insurance Department as a resident producer entity which list its principal place of business as 7183 Goodman Road, Suite A, Olive Branch, Mississippi 38654, and telephone number as (662) 895-0877. According to documents filed with the Mississippi Secretary of State, Humphrey Tolliver is the CEO of Tolliver Financial. Tolliver Financial's registered agent for service of process in the State of Mississippi is Business Filings International, 645 Lakeland East Dr. #101, Flowood, Mississippi 38232.

**15.**

Defendant, Humphrey Tolliver [hereinafter Tolliver], is a resident citizen of the State of Mississippi. According to documents on file with the Mississippi Insurance Department, Defendant Tolliver maintains a Mississippi resident insurance agent license. Defendant Tolliver's business address is 7183 Goodman Road, Suite A, Olive Branch, Mississippi 38654, and his telephone number is (662) 895-0877.

**16.**

Defendant, Cynthia Hightower [hereinafter Hightower], is an adult non-resident citizen of the State of Mississippi and an adult resident citizen of the State of Tennessee. According to documents on file with the Mississippi Insurance Department, Defendant Hightower maintains a Mississippi non-resident insurance agent license. Defendant Hightower's home address is 4043 Hanna Drive, Memphis, Tennessee 38128, and her business telephone number is (662) 895-0877. At all times alleged herein, Defendant Hightower was a licensed insurance agent in the State of Mississippi, licensed soliciting agent of Pacificare, and a principal in Global Financial. Defendant Hightower did business in the State of Mississippi and continues to do business in the State of Mississippi, did enter into contracts to be preformed in whole or in part in the State of Mississippi and did commit a tort in whole or in part in the State of Mississippi. Defendant Hightower by her actions has subjected herself to jurisdiction within the State of Mississippi.

**17.**

Defendant, Diquana Roberson [hereinafter Roberson], is an adult non-resident citizen of the State of Mississippi and an adult resident citizen of the State of Tennessee. According to documents on file with the Mississippi Insurance Department, Defendant Roberson maintains a Mississippi non-resident insurance agent license. Defendant Roberson's home address is 5091 Cheston Avenue, Memphis, Tennessee 38118 and her business telephone number is (662) 895-0877. At all times alleged herein, Defendant Roberson was a licensed insurance agent in the State of Mississippi, did business in the State of Mississippi and continues to do business in the State of Mississippi, did enter into contracts to be preformed in whole or in part in the State of Mississippi and did commit a tort in whole or in part in the State of Mississippi. Defendant Roberson by her actions has subjected herself to jurisdiction within the State of Mississippi.

**18.**

Defendant, Mid Delta Health Systems, Incorporated [referred to herein as "Mid Delta Health"], is a domestic corporation organized and existing under the laws of the State of Mississippi. Defendant Mid Delta Health's principal place of business is

located at 102 Harvey Street, Belzoni, Mississippi 39038. Mid Delta Health's registered agent for service of process is Clara T. Reed, 102 Harvey Street, Belzoni, Mississippi 39038.

**19.**

Defendant, Mid Delta Home Health of Charleston, Incorporated [referred to herein as "Mid Delta Home"], is a domestic corporation organized and existing under the laws of the State of Mississippi. Defendant Mid Delta Home's principal place of business is located at 502 N. Hayden Street, Belzoni, Mississippi 39038-3616. Mid Delta Home's registered agent for service of process is Clara T. Reed, 102 Harvey Street, Belzoni, Mississippi 39038.

**20.**

Defendant, Mid Delta Hospice of Batesville, Incorporated [referred to herein as "Mid Delta Hospice"], is a domestic corporation organized and existing under the laws of the State of Mississippi. Defendant Mid Delta Hospice's principal place of business is located at 405 Hayden Street, Belzoni, Mississippi 39038-3616. Mid Delta Hospice's registered agent for service of process is Clara T. Reed, 102 Harvey Street, Belzoni, Mississippi 39038. Defendants Mid Delta Health Systems, Incorporated, Mid Delta Home Health of Charleston, Incorporated and Mid Delta Hospice of Batesville, Incorporated are referred to collectively herein as the "Mid Delta Defendants," the "Mid Delta entities," or "Mid Delta."

**21.**

Defendants John Does 1-10 are as yet unknown individuals, partnerships, and/or corporations or other entities which are subject to the jurisdiction of this Court and who participated in the scheme, fraud, and other acts alleged herein. Plaintiffs specifically include in this category as yet unknown brokers and/or general agents through which Defendants, Global Financial, Tolliver Financial, Tolliver, Hightower, and/or Roberson contracted to sell Pacificare's SecureHorizons Insurance Plan, or other as yet unknown entities and individuals that participated in and/or provided Defendants with the aid and assistance in the fraudulent scheme and other actions alleged herein.

***FACTS COMMON TO ALL COUNTS***

**22.**

On December 8, 2003, President Bush signed The Medicare Prescription Drug, Improvement and Modernization Act of 2003 into law. The act provided that beginning in January of 2006 Medicare beneficiaries would be offered prescription drug benefits through private insurers by electing between two basic options: (1) to join a Medicare Advantage plan [the renamed version of the old HMO/Medicare \* Choice program] which automatically replaces and cancels coverage under Medicare Part A, or (2) to maintain Medicare Part A and purchase a stand alone prescription drug benefit known as Medicare Part D. If a Medicare beneficiary already had prescription drug coverage, then the beneficiary could maintain their existing prescription drug coverage or cancel coverage by purchasing a new Medicare Part D plan.

**23.**

In funding the act, Congress committed \$14 billion to boost payments to managed care plans in the Medicare Advantage program, and an additional \$21 billion to increase Medicare fee for service payments in rural areas. This commitment of federal funds made the Medicare Advantage program much more lucrative to private insurers than the stand alone Medicare Part D program. Two of the major players in lobbying for these funds were Pacificare Health Systems and UnitedHealth Group who are reported to have spent \$2 million each in lobbying for provisions favorable to the health insurance industry.

24.

The Medicare program is administered by the Centers for Medicare & Medicaid Services [hereinafter CMS]. The CMS is responsible for certifying insurers as eligible to participate in the Medicare Part D and Medicare Advantage programs. On July 5, 2005, CMS authorized PacifiCare Health Systems to offer a Medicare Advantage “private fee for service” plan. One day after receiving CMS approval, PacifiCare announced its pending merger with UnitedHealth Group. The \$8.8 billion dollar merger was completed less than two weeks before the Medicare Part D and Medicare Advantage programs began being offered to the public. As a result of the merger, PacifiCare Health Systems became a division of UnitedHealth Group.

25.

The PacifiCare entities offer two general forms of Medicare coverage in the State of Mississippi. PacifiCare offers a private fee for service Medicare Advantage plan known as SecureHorizons Direct. PacifiCare also offers a standalone Medicare Part D Prescription Drug Plan known as Prescription Solutions. Medicare beneficiaries if given the option can purchase PacifiCare's Medicare Part D prescription drug plan, Prescription Solutions, while maintaining their existing Medicare Part A coverage. However, if a Medicare beneficiary chooses to purchase the PacifiCare's SecureHorizons Direct then his or her Medicare Part A coverage is automatically cancelled. This distinction had a significant impact on each of the named Plaintiffs because each was enrolled in PacifiCare's SecureHorizons Direct without his or her knowledge or consent, and was uninsured for a substantial time after the fraudulent enrollment.

26.

In July of 2005, PacifiCare Health began actively recruiting agents to solicit its Medicare Advantage and Prescription Drug Plan. The agency structure established by PacifiCare Health consisted of various levels including Field Marketing Organizations [hereinafter FMO's], General Agents, and Soliciting Agents. Each agency agreement provided that the FMO's, General Agents, and Soliciting Agents were appointed to represent PacifiCare Health and its affiliate, PacifiCare Life, in taking enrollment applications for the PacifiCare entities' SecureHorizons Insurance Plan and a separate prescription drug plan. The agency agreements further provided that:

- (a) FMO's or General Agents were authorized to recommend agents to solicit the PacifiCare entities' SecureHorizons Insurance Plan and a separate prescription drug plan;
- (b) Agents were appointed for the purpose of soliciting applications for sales of PacifiCare entities' SecureHorizons Insurance Plan and a separate prescription drug plan;
- (c) Agents were required to be certified by PacifiCare entities as having completed training prior to promoting and/or marketing plans;
- (d) Agents were required to comply with all requirements of HIPPA; and
- (e) The PacifiCare entities were responsible for monitoring its agents' actions.

27.

The compensation for agents varied based on the product sold, their level, and the date of the application. Compensation for a SecureHorizons Insurance Plan was \$300 per application for a general agent and \$250 per application for a soliciting agent.

Compensation for a Prescription Drug Plan application taken before February 1, 2006, was \$55 for the general agent and \$50 for the soliciting agent. Compensation for a Prescription Drug Plan application taken after February 1, 2006, was \$47 for the general agent and \$43 for the soliciting agent. In order to qualify for the general agent commission, an agent or agency was required to have between 5 and 99 soliciting agents in place before November 1, 2005.

**28.**

Plaintiffs allege, based upon information and belief, that the Defendants Tolliver, Hightower, and Roberson contracted as soliciting agents of the Pacificare entities. Plaintiffs further allege based upon information and belief that Defendant Global Financial Brokers, LLC was formed by Defendants Tolliver, Hightower, Roberson, and other as yet unknown individuals for the express purpose of obtaining general agent commissions from the sale of the Pacificare Defendants' Insurance Plan and Prescription Drug Plan. Defendant Global Financial is located in the offices of Tolliver's Financial and Tolliver Financial and the telephone number given for Tolliver, Hightower, Roberson and Global Financial is registered in the name of Tolliver's Financial and Tolliver Financial.

**29.**

In November of 2005, the Pacificare Defendants and their agents began actively marketing their SecureHorizons Direct plan in the State of Mississippi. Among the claims made by Pacificare were that Medicare beneficiaries could continue to use any doctor of their choice, that Pacificare would pay providers 102% of the Medicare billings, and that Pacificare had created a provider outreach program to ensure that providers would accept SecureHorizons' clients.

**30.**

Pacificare has failed to pay providers in a timely manner. This failure, on the part of Pacificare, has resulted in medical providers refusing to accept Pacificare insureds. In Oxford, Mississippi, the nearest major medical community for the Plaintiffs, virtually every doctor now refuses to accept Pacificare insureds. As a result, the Plaintiffs through no fault of their own, were left uninsured by the wrongful action of the Defendants.

**31.**

An agent is only compensated by the Pacificare Defendants if they submit a valid application. A valid application must include personal and confidential information of each enrollee including their social security number, date of birth, medicare number, date of medicare enrollment, address and the signature of the applicant or signature of the applicant's appointed representative. In addition, each applicant is required to choose between three forms of premium payment including a direct deduction from their social security benefits.

**32.**

Plaintiffs allege based upon information and belief, that beginning in January of 2006 the Defendants Tolliver, Hightower, Roberson, Tolliver's Financial, Tolliver Financial, Global Financial and as yet unknown individuals with the aid and assistance of the Mid Delta entities began surreptitiously collecting the personal and confidential information of Mid Delta's patients for the purpose of submitting fraudulent applications of insurance on said individuals, including the named Plaintiffs herein, to Pacificare.

**33.**



Each Plaintiff was a client of Mid Delta prior to the submission of the forged insurance applications. Plaintiffs' counsel has been able to confirm that the Plaintiffs' personal and private information submitted on the applications came from the Mid Delta Defendants. Plaintiffs have also learned that multiple individuals in the State of Mississippi had Pacificare premiums deducted from their social security benefits without their prior consent and that the common tie between these individuals was that they received care from the Mid Delta entities.

**34.**

The Mid Delta Defendants have written privacy policies which are supplied to their clients. These written privacy policies state that Mid Delta will not, without the prior written consent of their patients, disclose information that can be used to identify their patients. None of the exceptions to this privacy policy allow the Mid Delta Defendants to disclose their patients' identification, social security numbers, dates of birth, medicare numbers, dates of medicare enrollment, and addresses to insurance agents for the purpose of submitting insurance applications.

***Decedent T. W. Aldridge***

**35.**

Decedent T.W. Aldridge was a 74-year-old retired service station manager. T.W. Aldridge departed this life on August 20, 2006, due to complications caused by double pneumonia. These complications were caused in part by the actions of these defendants which prevented the decedent from seeking and receiving timely medical treatment.

**36.**

Prior to February 1, 2006, T.W. Aldridge was covered by Medicare Part A and Part B. T.W. Aldridge was a former patient of the Mid Delta Defendants.

**37.**

Upon information and belief, Global Financial, Tolliver's Financial, Tolliver Financial or one or more of the individual Defendants obtained T.W. Aldridge's confidential information, filled out an insurance application on T.W. Aldridge with Pacificare and forged T.W. Aldridge's signature to the application. The Pacificare Defendants issued a policy of insurance to T.W. Aldridge and drafted premiums from T.W. Aldridge's social security benefits without his consent or approval.

**38.**

Prior to T.W. Aldridge's death, the decedent, his wife and son, Mark Aldridge, all attempted to obtain a copy of the enrollment application from the Pacificare Defendants. As of the date of this Complaint, the Pacificare Defendants have refused to supply a copy of said application asserting that said application contains the decedent's personal and private information.

**39.**

On Wednesday, May 15, 2006, T.W. Aldridge attended a scheduled appointment with his heart doctor in Oxford, Mississippi. On Friday, May 17, 2006, T.W. Aldridge's wife, Betty Aldridge, received a telephone call from the doctor's receptionist informing them for the first time that Mr. Aldridge had been disenrolled from Medicare and enrolled in Pacificare's SecureHorizons Insurance Plan. The receptionist supplied Betty Aldridge with Pacificare's telephone number.



**40.**

On April 8, 2006, PacifiCare issued a letter to T.W. Aldridge informing him that CMS had approved his enrollment in PacifiCare's SecureHorizons Insurance Plan beginning February 1, 2006. The letter was originally addressed to an incorrect address and was forwarded by PacifiCare to the correct address on May 15, 2006. This letter was the first correspondence of any type received by T.W. Aldridge from PacifiCare.

**41.**

After receiving the aforesaid information, T.W. Aldridge, Betty Aldridge and Mark Aldridge immediately began the long process of trying to correct this fraud. Prior to obtaining an attorney, Betty and Mark Aldridge contacted PacifiCare on numerous occasions explaining the fraud and requesting that they refund Mr. Aldridge's social security benefits, cancel the PacifiCare policy and have his Medicare coverage reinstated.

**42.**

On May 19, 2006, T.W. Aldridge and Betty Aldridge sent a letter to PacifiCare informing them of the fraud and requesting that the fraud be immediately corrected. On July 19, 2006, T.W. Aldridge and Betty Aldridge sent a second letter via certified mail informing PacifiCare that Mr. Aldridge was terminally ill and had been fraudulently enrolled in the PacifiCare plan. After receiving no relief, Mark Aldridge contacted the Mississippi Department of Health seeking their assistance and learned that this same fraud was prevalent throughout the State of Mississippi.

**43.**

In May of 2006, T.W. Aldridge underwent medical care and treatment at Tri-Lakes Medical Center. As a result of this treatment, Mr. Aldridge incurred medical bills in excess of \$3,600. The bills were declined by Medicare.

**44.**

In July of 2006, Mr. Aldridge contracted bronchitis for which he sought treatment from his local physician. Mr. Aldridge's physician informed him that if the disease did not improve that he needed to be hospitalized for treatment. Mr. Aldridge was highly distraught over the fraud perpetrated on him, the cancellation of his Medicare coverage, and his inability to pay hospitalization cost. Over the course of the next month, Mr. Aldridge's disease progressively worsened. As a result of Mr. Aldridge's loss of Medicare coverage, he refused to seek hospitalization until August 9, 2006. By the time Mr. Aldridge was hospitalized he had developed double pneumonia and remained hospitalized until his death on August 20, 2006. Mr. Aldridge incurred medical expenses at Tri-Lakes Medical Center for his treatment from August 9 through August 20 in excess of \$37,000. As of the date of this Complaint, said medical expenses remain unpaid.

**45.**

As a proximate result of the aforesaid wrongful conduct of the Defendants, T.W. Aldridge lost his Medicare Part A coverage, the use and benefit of his Medicare Part B coverage, and has lost of the use and benefit of money wrongly deducted as premium payments for the PacifiCare Insurance Plan. Mark Aldridge as Executor of his father's estate seeks recovery of anxiety, worry, mental and emotional distress, and the worsening of T.W. Aldridge's illness suffered as a proximate result of the actions of the Defendants. The Estate has had to hire attorneys and incur probate costs as a result of the Defendants' conduct. The Estate and its attorneys have been, and are continuing to be, required to expend large amounts of time and effort and incurring substantial expenses in bringing this action. Said expenses, including attorneys fees, are being incurred as a result of the intentional,

fraudulent, and wrongful acts of the Defendants as aforesaid, and the Defendants' obstinate refusal to reverse the fraud and return the decedent's money which was obtained by the Defendants by the fraudulent and deceptive conduct as aforesaid. The conduct of the Defendants in this case is such that said attorneys fees and expenses are part of the damages which the Estate is entitled to recover in this action under Mississippi law, and damages are sought for the same. The Estate seeks pre-judgment interest from February 1, 2006, and post-judgment interest on said funds as provided by law.

***Plaintiff Ruth Colson***

**46.**

Plaintiff Ruth Colson is a sixty-seven (67) year-old resident of Batesville who suffered a stroke in 2005, and had been treated for anxiety and panic attacks as a result of the stroke. Mrs. Colson is a former patient of the Mid Delta Defendants.

**47.**

Prior to March 1, 2006, Ruth Colson was covered by Medicare Part A and Part B, and a prescription drug plan through AARP. This coverage was cancelled without Mrs. Colson's prior knowledge or consent effective February 29, 2006.

**48.**

On February 24, 2006, Global Financial, Tolliver's Financial, Tolliver Financial or one or more of the individual Defendants obtained Mrs. Colson's confidential information, filled out an insurance application on Mrs. Colson with Pacificare, forged Mrs. Colson's signature to the application and checked the application requesting that premiums be deducted from Mrs. Colson's social security benefits without Mrs. Colson's consent or approval. The agent's name appearing on the application was Defendant Roberson.

**49.**

The address listed on the application submitted for Ruth Colson was an incorrect address. Over the course of the next several months, Pacificare generated letters and packages addressed to this incorrect address. These letters included a March 1, 2006, letter thanking Mrs. Colson for enrolling in Pacificare's comprehensive plan with an effective date of March 1, 2006.

**50.**

On May 1, 2006, Pacificare generated a letter forwarding new prescription drug cards to Mrs. Colson. The letter contained the same incorrect address. After receiving this letter, Mrs. Colson contacted Pacificare who informed her for the first time that she had supposedly signed an enrollment form for Pacificare on February 24, 2006. Upon learning of this fraud, Mrs. Colson immediately contacted Medicare.

**51.**

On June 7, 2006, the Social Security administration issued a letter to Mrs. Colson informing her that they would begin deducting health plan premiums from her monthly social security benefits. The letter stated that they would deduct \$166.70 from her May, 2006 benefits, and would continue to deduct \$53.90 each month thereafter.

**52.**

At no time alleged herein has Mrs. Colson talked to an agent of Pacificare about purchasing the SecureHorizons plan, provided any personal information to an agent for the purpose of filing an insurance application with Pacificare, signed an application of insurance for Pacificare, or authorized anyone to deduct premiums from her social security benefits.

**53.**

After receiving the aforesaid information, Mrs. Colson immediately began a long process of trying to correct this fraud. Prior to obtaining an attorney, Mrs. Colson contacted Pacificare on numerous occasions explaining the fraud and requesting that they refund her social security benefits, cancel the Pacificare policy, have her Medicare coverage reinstated, Medicare Part B coverage, and her prescription drug benefits reinstated. As of the date of this Complaint, Mrs. Colson has not received a refund of her premiums, continues to deduct premiums, and has been informed that she cannot have her drug plan reinstated because she missed the May deadline. Nor has Mrs. Colson been informed that her Medicare Part A and Part B and AARP policy have been retroactively restored.

**54.**

After getting no help from Pacificare, Mrs. Colson contacted Medicare, the Medicare Fraud hotline, CMS, the Social Security Administration, Mississippi Attorney General's fraud line, United States Attorney General Alberto Gonzales office, United States Congressman Roger Wicker's office, Mississippi State Senator Nolan Mettetal, Mississippi State Representative Leonard Morris, all in an effort to stop the drafts, get her social security benefits refunded, and have her previous medical coverages reinstated. As of the date of this Complaint, all of these efforts have been to no avail, Pacificare continues to draft premiums from Mrs. Colson's social security benefits.

**55.**

As a proximate result of the aforesaid wrongful conduct of the Defendants, Mrs. Colson is no longer covered under Medicare Part A, is now uninsured, and has lost the use and benefit of premiums wrongly deducted from her social security benefits. Mrs. Colson has lost the use and benefit of her Medicare Part B coverage and been informed by Pacificare that she cannot return to her AARP drug plan. Mrs. Colson's anxiety and panic attacks have now returned, and she has suffered anxiety, worry, mental and emotional distress as a proximate result of the actions of the Defendants. Mrs. Colson has had to hire attorneys and Mrs. Colson and her attorneys are incurring substantial expenses in bringing this action. Said expenses are being incurred as a result of the wrongful acts of the Defendants as aforesaid and the Defendants' obstinate refusal to return the Plaintiff's money which was obtained by the Defendants by the fraudulent and deceptive conduct as aforesaid. The conduct of the Defendants in this case is such that said attorneys fees and expenses are part of the damages which the Plaintiff is entitled to recover in this action under Mississippi law, and damages are sought for the same. Mrs. Colson also seeks pre-judgment interest from March 1, 2006, and post-judgment interest on said funds as provided by law.

***Plaintiff Earlene Ellis***

**56.**

Plaintiff Earlene Ellis is a sixty-eight (68) year old retired resident of Panola County, Mississippi. Mrs. Ellis is a former patient of the Mid Delta Defendants. Prior to February 1, 2006, Mrs. Ellis was covered by Medicare Part A and Part B. Mrs. Ellis' Medicare Part B coverage included a prescription drug benefit.

**57.**

In January of 2006, Global Financial, Tolliver's Financial, Tolliver Financial or one or more of the individual Defendants obtained Mrs. Ellis' confidential information, filled out an insurance application on Mrs. Ellis with Pacificare, forged Mrs. Ellis' signature to the application. Upon information and belief, the agent's name appearing on the application was Defendant Hightower.

**58.**

At no time alleged herein has Mrs. Ellis talked to an agent of Pacificare about purchasing the SecureHorizons plan, provided any personal information to an agent for the purpose of filing an insurance application with Pacificare, signed an application of insurance for Pacificare, or authorized anyone to deduct premiums from her social security benefits.

**59.**

In April of 2006, the Social Security Administration informed her that they would begin deducting health plan premiums from her monthly social security benefits. The initial premium deduction was \$128.90 for April 2006 and 78.90 for each month thereafter. Upon learning of the fraudulent application, Mrs. Ellis and her family immediately began the long process of trying to correct this fraud.

**60.**

Mrs. Ellis and her family have contacted Pacificare on numerous occasions explaining the fraud and requesting that Pacificare have Mrs. Ellis' Medicare retroactively reinstated to the date that the Pacificare policy became effective. As of the date of this Complaint, Pacificare has failed to reinstate Mrs. Ellis' Medicare retroactively to the date the Pacificare plan became effective.

**61.**

Prior to obtaining an attorney, Mrs. Ellis and her family contacted the Mississippi Attorney General, Medicare, the Medicare Fraud hotline, the Social Security Administration, and the Mississippi Department of Insurance all in an effort to stop the drafts and get her social security benefits refunded. As of the date of this Complaint, all of Mrs. Ellis and her family's efforts have been to no avail, and premiums continue to be drafted from her monthly benefits without her consent or approval and despite claims that the application was fraudulent and a forgery.

**62.**

On July 17, 2006, Mrs. Ellis received a letter from Mid Delta informing her that her personal information had been misappropriated. On August 3, 2006, Mid Delta's in-house legal counsel forwarded Mrs. Ellis a letter offering to disenroll Mrs. Ellis from Pacificare and requesting that she fill out a disenrollment form and return it to Mid Delta.

**63.**

As a proximate result of the aforesaid wrongful conduct of the Defendants, Mrs. Ellis lost coverage under Medicare Part A and Part B, was uninsured for a substantial period of time, and lost the use and benefit of premiums wrongly drafted from her social security benefits. Mrs. Ellis has suffered anxiety, worry, mental and emotional distress as a proximate result of the actions of the Defendants. Mrs. Ellis has had to hire attorneys and Mrs. Ellis and her attorneys are incurring substantial expenses in

bringing this action. Said expenses are being incurred as a result of the wrongful acts of the Defendants as aforesaid and the Defendants' obstinate refusal to cancel the policy, refund premiums, pay medical expenses for which Plaintiff is now personally liable, and retroactively reinstate the previous coverage as of the date the Pacificare plan became effective. All damages suffered by the Plaintiff are the proximate result of the Defendants' fraudulent and deceptive conduct as aforesaid. The conduct of the Defendants in this case is such that said attorneys fees and expenses are part of the damages which the Plaintiff is entitled to recover in this action under Mississippi law, and damages are sought for the same. Mrs. Ellis seeks pre-judgment interest from February 1, 2006 and post-judgment interest on said funds as provided by law.

### ***CAUSES OF ACTION***

#### **64.**

Causes of action seeking actual and punitive damages are asserted against (a) Each of the Defendants for fraud and civil conspiracy; (b) Against the Mid Delta Entities and the Pacificare Entities for aiding and abetting fraud; (c) Against the Pacificare Entities and Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson for actual and punitive damages for the tort of conversion; (d) Against each of the Defendants for invasion of privacy; (e) Against the Pacificare Entities, Mid Delta Entities, Global Financial Brokers, LLC, and Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC for negligence and/or gross negligence. Plaintiffs further pray for equitable relief against the Pacificare Defendants and Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson in the form of the rescission of all contracts procured by fraud, recovery of funds wrong derived through the Defendants' unjust enrichment, prospective and restorative injunctive relief with a resulting constructive trust disgorging from said Defendants the Plaintiffs' monies which have been wrongly converted by the Defendants for their own pecuniary gain.

### **COUNT I.**

#### **FRAUD**

#### **65.**

The allegations of Paragraphs 1 through 64 are repeated and incorporated in this Count as though fully copied herein. Causes of action for actual and punitive damages for fraud are asserted against all Defendants.

#### **66.**

The Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson obtained the personal and confidential information of each named Plaintiff with the knowing aid and assistance of the Mid Delta Defendants and in direct violation of the Mid Delta Defendants' own privacy policy. Said Defendants with full knowledge of the Mid Delta Defendants used this personal and confidential information to fill out enrollment applications for the Pacificare Defendants' Medicare Advantage plan and Medicare Part D prescription drug benefit on each Plaintiff. Said Defendants further forged each named Plaintiff's signature to the enrollment forms and submitted the forms to the Pacificare Defendants.

#### **67.**

As a result of the fraud committed by Defendants, the Pacificare Defendants caused to be issued policies of insurance in the name of each Plaintiff and caused premiums to be drafted from the Plaintiffs' social security benefits without the Plaintiffs'

prior knowledge or consent. As a further proximate result of this fraud, Plaintiffs' Medicare Part A coverage was automatically terminated, their Medicare Part B, and other plans were rendered useless and the elderly Plaintiffs were left uninsured.

**68.**

At all times alleged herein, some or all of the Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson were acting as agents for the Pacificare Defendants. The Pacificare Defendants authorized said Defendants to solicit and take enrollment applications for their insurance plan from senior citizens. The Pacificare Defendants further reserved in themselves the responsibility for monitoring their agents. All knowledge gained by Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson and all acts of fraud and deceit by Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson in the solicitation and taking of enrollment forms are imputed to Pacificare Defendants by operation of the law of agency.

**69.**

The issuance of Pacificare's insurance plans resulted in the Plaintiffs losing coverage under Medicare Part A and rendered them unable to use their supplemental policies. Plaintiffs remained uninsured for a substantial period of time as a result of the Defendants' actions in this case.

**70.**

Each Plaintiff contacted the Pacificare entities and reported the fraud. The Pacificare Defendants, acting intentionally and in concert with the other Defendants, and other non-defendant parties, through this "top-down" management scheme did effectuate the practices and procedures that were calculated to defraud the consumers of Mississippi. Through these practices and procedures, the Pacificare Defendants sought to deduct monies from the Plaintiffs' and other Mississippi residents' social security benefits without their prior consent, and further sought to have the Plaintiffs and other Mississippi residents ratify the fraud by submitting disenrollment forms for plans that they never enrolled in and requiring the Plaintiffs and other Mississippi residents to use the Pacificare plans for all medical expenses incurred prior to the reinstatement of their Medicare Part A coverage. The aforementioned acts of the Defendants were done intentionally and as part of a scheme and conspiracy reasonably calculated to deceive and defraud Mississippi consumers for the financial benefit and gain of the Defendants. The Pacificare entities with full knowledge of this fraud refused to return Plaintiffs' premiums or retroactively restore their Medicare coverage. Plaintiffs remained uninsured for a substantial period of time, and lost the use and benefit of monies wrongly deducted to pay premiums on said insurance plans. The Pacificare entities by their actions ratified the fraud of their agents and have sought to hold Plaintiffs' funds for their own financial benefit. Each of the Defendants should be subject to punitive, as well as, actual damages.

**COUNT II.**

**INVASION OF PRIVACY**

**71.**

The allegations of Paragraphs 1 through 70 are repeated and incorporated in this Count as though fully copied herein. Causes of action are hereby stated against each of the Defendants for actual and punitive damages for the tort of invasion of privacy.

**72.**

The Defendants by their actions appropriated the Plaintiffs' identity and personal and confidential information for commercial use without the knowledge or express consent of the Plaintiffs. The Defendants have willfully and in bad faith used this information to intentionally intrude upon the solitude or seclusion of the Plaintiffs by interfering with the Plaintiffs' social security benefits, medical care, and causing numerous unwanted mailings, telephone calls, and solicitations to be directed toward the Plaintiffs. In addition, the Mid Delta Defendants have violated their own privacy policies by permitting the public disclosure of private facts concerning the Plaintiffs, all patients of the Mid Delta Defendants.

**73.**

The Plaintiffs do hereby state a cause of action against the Defendants for actual and punitive damages for the tort of invasion of privacy.

### **COUNT III.**

#### **CIVIL CONSPIRACY**

**74.**

The allegations of Paragraphs 1 through 73 are repeated and incorporated in this Count as though fully copied herein. Causes of action are hereby stated against each Defendant for actual and punitive damages for civil conspiracy.

**75.**

The Defendants, and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, did act, and continue to act, in combination with one another as alleged in this Complaint. The actions of these Defendants and other parties and entities were taken, and are being taken, by said Defendants for the purpose of accomplishing the fraudulent and unlawful purposes alleged in this Complaint and/or for the purpose of accomplishing other lawful purposes by the tortious and unlawful methods alleged herein.

**76.**

The Defendants obtained the personal and confidential information of each named Plaintiff with the knowing aid and assistance of the Mid Delta Defendants and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, and in direct violation of the Mid Delta Defendants' own privacy policy. Said Defendants with full knowledge of the Mid Delta Defendants used this personal and confidential information to fill out enrollment applications for the Pacificare Defendants' Medicare Advantage plan and Medicare Part D prescription drug benefit on each named Plaintiff. Said Defendants further forged each named Plaintiff's signature to the enrollment forms and submitted the forms to the Pacificare Defendants.

**77.**

As a result of the fraud committed by Defendants with the knowing aid and assistance of other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, Defendants caused to be issued policies of insurance in the name of each Plaintiff and caused premiums to be drafted from each Plaintiff's social security benefits without the Plaintiffs' prior knowledge or consent.



**78.**

The Plaintiffs have been damaged as a result of the unlawful and tortious actions by said Defendants in combination with each other and other parties and causes of action are hereby stated against the Defendants for actual and punitive damages for civil conspiracy as a result thereof.

**79.**

The Pacificare Defendants continued operating in combination with one another and other entities and individuals in an attempt to retain the Plaintiffs' social security benefits with full knowledge of the aforesaid fraud by denying refunds and maintaining that Plaintiffs had signed enrollment applications after being notified by the Plaintiffs, state insurance officials and the CMS of the wide spread fraud.

**80.**

As a result of this combination of persons and entities and their actions in combination one with the other, the Plaintiffs have been damaged and/or are continuing to be damaged. The Plaintiffs do hereby state causes of action against the Defendants for actual and punitive damages for civil conspiracy.

#### **COUNT IV.**

##### **AIDING AND ABETTING FRAUD**

**81.**

The allegations of Paragraphs 1 through 80, above, are repeated and incorporated in this Count as though fully copied herein. A cause of action is hereby stated against the Mid Delta Defendants and the Pacificare Defendants for actual and punitive damages for aiding and abetting fraud.

**82.**

The Mid Delta Defendants and the Pacificare Defendants provided the information and the means to commit fraud and in conspiracy with Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson, and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, as aforesaid. The Mid Delta Defendants and the Pacificare Defendants gave substantial assistance or encouragement to Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson, and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, in their tortious conduct which resulted in damage to the Plaintiffs.

**83.**

The Mid Delta Defendants and the Pacificare Defendants knew that the conduct of Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson, and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, constituted fraud.

**84.**

With said knowledge, the Mid Delta Defendants provided Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson, and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, with the Plaintiffs' personal and confidential information in violation of the Mid Delta Defendants' own written policies. Said actions did give to Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson, and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, substantial assistance and encouragement to so conduct themselves in their scheme of fraudulent and tortious conduct, resulting in damage to the Plaintiffs.

**85.**

With said knowledge, the Pacificare Defendants caused to be issued policies of insurance in the name of each Plaintiff and caused premiums to be drafted from each Plaintiff's social security benefits without the Plaintiffs' prior knowledge or consent, and attempted to retain the Plaintiffs' said money by denying refunds and maintaining that Plaintiffs had signed enrollment applications after being notified by the Plaintiffs, state insurance officials and the CMS of the widespread fraud.

**86.**

Plaintiffs do hereby state a cause of action against the Mid Delta Defendants and the Pacificare Defendants for actual and punitive damages for aiding and abetting the fraud of Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson, and other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, to the damage of the Plaintiffs.

**COUNT V.**

**NEGLIGENCE, AND NEGLIGENT HIRING, TRAINING,  
MONITORING, SUPERVISION, AND/OR RETENTION**

**87.**

The allegations of Paragraphs 1 through 86 are repeated and incorporated in this Count as though fully copied herein. Causes of action are hereby stated against the Defendants Global Financial, Tolliver Financial, Pacificare Defendants and the Mid Delta Defendants, Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, for actual and punitive damages for the negligent and/or grossly negligent hiring, training, supervision, and/or retention of their agents and employees.

**88.**

On December 19, 2005, Defendant Humphrey Tolliver was cited by the Mississippi Department of Insurance for demonstrating a lack of fitness or trustworthiness, misrepresentation of insurance products and policies, and the employment of unauthorized individuals. As a result of these findings, Defendant Tolliver's license was suspended and he was fined \$1,000.

**89.**

Each Pacificare enrollment application submitted on the Plaintiffs was completed after Defendant Tolliver's suspension, and upon information and belief these enrollment forms were prepared for submission by Tolliver or his employees. Defendants Global Financial, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, and the Pacificare Defendants owe a duty to exercise the degree of care commensurate with the nature and hazards of the insurance business in which they were engaged and the nature and grade of service which Defendant Tolliver was to provide. In addition, Defendants Global Financial, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, and the Pacificare Defendants owe a duty to discharge a servant who is, or should be, known to be incompetent or otherwise unfit. The information concerning Tolliver was contained on the public web site maintained by the Mississippi Insurance Commission, and freely available to Global Financial, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, and the Pacificare Defendants.

**90.**

Defendants Global Financial, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, and the Pacificare Defendants knew or should have known in the exercise of due or reasonable care or diligence that Defendant Tolliver's license had been suspended by the Mississippi Insurance Commission upon a finding that Tolliver was untrustworthy. Defendants Global Financial, Tolliver Financial, and the Pacificare Defendants breached their duty by hiring and/or retaining the services of Defendant Tolliver after his suspension. Plaintiffs have been injured as a proximate result of this breach by Defendant Tolliver's fraudulent and/or negligent completion of enrollment applications.

**91.**

The Pacificare Defendants were responsible for monitoring, training and supervising all agents employed to solicit and complete enrollment forms for the Pacificare Defendants' insurance plans. Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and/or Diquana Roberson were employed by the Pacificare Defendants as agents with authority to solicit and complete enrollment forms for the Pacificare Defendants' insurance products.

**92.**

The Pacificare Defendants failed to properly train, monitor and supervise Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and/or Diquana Roberson. The Pacificare Defendants knew or should have known in the exercise, of due or reasonable care or diligence that their failure to train, monitor and/or supervise agents employed to complete and solicit enrollment applications from senior citizens would result in the fraudulent and/or negligent completion of enrollment applications. Plaintiffs have been injured as a proximate result of this breach by Pacificare Defendants to properly train, monitor and/or supervise its agents in the completion of enrollment applications.

**93.**

The Mid Delta Defendants have written privacy policies which are supplied to their clients. These written privacy policies state that Mid Delta will not, without the prior written consent of their patients, disclose information that can be used to identify their patients. This privacy policy does not allow the Mid Delta Defendants to disclose their patients' social security numbers, dates of birth, medicare numbers, dates of medicare enrollment, and addresses to insurance agents for the purpose of submitting insurance applications.

**94.**

The Plaintiffs were all patients of one or more the Mid Delta Defendants. The Mid Delta Defendants owed a duty to the Plaintiffs not to disclose their personal and private information to third parties without their consent. The Mid Delta Defendants were responsible for monitoring, training and supervising its servants with access to the Plaintiffs' identities and personal and confidential information to ensure that its employees would not disclose this information in violation of its policies. The Mid Delta Defendants either intentionally and/or negligently authorized the disclosure of the Plaintiffs' identities and personal and confidential information, or failed to monitor, train and supervise its servants with access to the Plaintiffs' identities and personal and confidential information. The Mid Delta Defendants knew or should have known that their failure to monitor, train and supervise its servants with access to the Plaintiffs' identities and personal and confidential information could result in the disclosure of said information. Plaintiffs have been injured as a proximate result of this breach by the Mid Delta Defendants and its employees negligent and/or intentional dissemination of the Plaintiffs' identities and personal and private information to Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, Diquana Roberson, and/or some as yet unknown entity or individual.

## **COUNT VI.**

### **CONVERSION**

#### **95.**

The allegations of Paragraphs 1 through 94 are repeated and incorporated in this Count as though fully copied herein. Causes of action are hereby stated against the Pacificare Defendants and Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson for actual and punitive damages for the tort of conversion.

#### **96.**

Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson and the Pacificare Defendants wrongly caused premiums to be deducted from the Plaintiffs' social security benefits. In so doing, said Defendants wrongly exercised dominion and control of the Plaintiffs' monies in defiance of the Plaintiffs' rights and have committed the tort of conversion.

#### **97.**

The Plaintiffs do hereby state a cause of action against Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson and the Pacificare Defendants for actual and punitive damages for the tort of conversion.

## **COUNT VII.**

### **EQUITABLE RELIEF**

#### **98.**

The allegations of Paragraphs 1 through 97, above, are repeated and incorporated in this Count as though fully copied herein.

#### **99.**

The Defendants Global Financial Brokers, LLC, Tolliver's Financial Group, LLC, Tolliver Financial Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson in combination with each other and as yet unknown, other non-defendant parties, including but not limited to John Does 1-10 and representatives thereof, obtained the personal and confidential information of the named Plaintiffs from the Mid Delta Defendants and used this personal and confidential information to fill out enrollment applications for the Pacificare Defendants' Insurance Plans, forged each Plaintiff's signature to and submitted an application on each Plaintiff to the Pacificare Defendants.

**100.**

As a result of this fraud, Pacificare caused to be issued policies of insurance in the name of each Plaintiff and caused premiums to be drafted from each Plaintiff's social security benefits without their prior approval of consent. As a further proximate result of this fraud, Plaintiffs' Medicare Part A coverage was automatically terminated, their Medicare Part B and other plans were rendered useless and the elderly Plaintiffs were left uninsured.

**Recision of Contract**

**101.**

The Pacificare contracts were procured by fraud. Plaintiffs seek equitable relief in the form of a court order rescinding each contract and holding them void as a matter of law.

**Unjust Enrichment**

**102.**

The Pacificare Defendants and Defendants Global **Financial** Brokers, LLC, Tolliver's **Financial** Group, LLC, Tolliver **Financial** Group, LLC, Humphrey Tolliver, Cynthia Hightower, and Diquana Roberson obtained funds and profits from the Plaintiffs by fraud and took undue advantage of the **elderly** Plaintiffs in the manners set forth in this Complaint. Said actions of the Defendants give rise to a cause of action on behalf of the Plaintiffs under the equitable remedy of unjust enrichment, which cause of action is hereby stated.

**Injunctive Relief and Resulting Constructive Trust**

**103.**

As of the date of this Complaint, the Pacificare Defendants continue to bill the Plaintiffs for premium payments. Plaintiffs pray for prospective injunctive relief enjoining the Pacificare Defendants from further attempts to collect premiums from the Plaintiffs.

**104.**

By way of restorative injunctive relief, incidental to the recision of the contracts, unjust enrichment claims, and prospective injunctive relief sought above, Plaintiffs also seek a mandatory injunction disgorging premiums wrongly drafted from the Plaintiffs' social security benefits by the Defendants, and imposing a constructive trust over said monies with an order by this court that the Defendants credit the Plaintiffs' accounts with all such monies.

**Other Equitable Relief**

**105.**

Plaintiffs pray for such other and further equitable relief as the Court deems proper.

***DAMAGES***

**Actual Damages**

**106.**

As a proximate result of the Defendants' actions in this case, Plaintiffs lost the use and benefit of monies wrongly drafted from their social security benefits, lost coverage under Medicare Part A and the use and benefit of the Medicare Supplement and retiree health plans. Plaintiffs have been uninsured for a substantial period of time. Plaintiffs have suffered anxiety, worry, mental and emotional distress as a proximate result of the actions of the Defendants. Plaintiffs seek judgment against the Defendants and each of them for all such damages, and all other damages incurred as a result of the Defendants' wrongdoing as aforesaid.

**107.**

Plaintiffs have had to hire attorneys and the Plaintiffs and their attorneys are incurring substantial expenses in bringing this action. Said expenses are being incurred as a result of the wrongful acts of the Defendants as aforesaid and the Defendants' obstinate refusal to return the Plaintiffs' money which was obtained by the Defendants by the fraudulent and deceptive conduct as aforesaid. The conduct of the Defendants in this case is such that said attorneys fees and expenses are part of the damages which the Plaintiffs are entitled to recover in this action under Mississippi law, and damages are sought for the same. Plaintiffs also seek pre-judgment interest and post-judgment interest on said funds as provided by law.

**Punitive Damages**

**108.**

The acts of the Defendants, as aforesaid, were intentional, grossly negligent, willful and wrongful, and were designed to, and in fact did, deceive Plaintiffs and other Mississippi citizens. Said acts were fraudulent and deceptive and constitute actual fraud and/or gross negligence which evidences a willful, wanton, reckless disregard for the rights of the Plaintiffs and other Mississippi citizens. Defendants, acting intentionally and in concert with each other and other non-defendant parties, through this "top-down" management scheme did effectuate the practices and procedures that were calculated to defraud the consumers of Mississippi. The aforementioned acts of the Defendants were done intentionally and as part of a scheme and conspiracy reasonably calculated to deceive and defraud Mississippi consumers for the **financial** benefit and gain of the Defendants. The corporate Defendants are profitable companies which have benefitted **financially** from the wrongful acts as did their agents. Said actions give rise to punitive as well as actual damages, and punitive damages in an appropriate amount should be awarded in this case.

**109.**

The Defendants, and each of them, should be assessed with punitive damages in an amount sufficient to punish the Defendants, to deter like conduct by the Defendants in the future, and to serve as an example to deter others from engaging in similar deceptive and grossly negligent conduct.

### PRAYER

WHEREFORE, the Plaintiffs, MARK ALDRIDGE, EXECUTOR OF THE ESTATE OF THADDUSE WAYNE (T.W.) ALDRIDGE, RUTH COLSON and EARLENE ELLIS sue and demand judgment against the Defendants, PACIFICARE LIFE & HEALTH INSURANCE COMPANY D/B/A SECURE HORIZONS, PACIFICARE HEALTH PLAN ADMINISTRATORS, INC., GLOBAL FINANCIAL BROKERS, LLC, TOLLIVER'S FINANCIAL GROUP, LLC, TOLLIVER FINANCIAL GROUP, LLC, HUMPHREY TOLLIVER, CYNTHIA HIGHTOWER, DIQUANA ROBERSON, MID DELTA HEALTH SYSTEMS, INC., MID DELTA HOME HEALTH OF CHARLESTON, INC., MID DELTA HOSPICE OF BATESVILLE, INC., AND JOHN DOES 1-10, jointly and/or severally as follows:

- (a) Awarding Plaintiffs actual damages in such amounts as are sufficient to compensate in full the Plaintiffs for the losses and damages actually incurred as a result of the Defendants' wrongdoing;
- (b) Awarding punitive damages in an amount adequate to punish the Defendants and serve as an example to deter similar conduct by the Defendants or others in the future;
- (c) Awarding the Plaintiffs their costs and expenses incurred in connection with this action, including reasonable attorneys fees, expert witness fees and all other costs herein;
- (d) Awarding the Plaintiffs prejudgment and post judgment interest as the Court deem; and
- (e) Equitable relief in the form of an Order of this Court voiding the contracts procured by fraud and granting injunctive relief, sought above, and granting such other and further relief as the Court deems just and proper, including imposition of a constructive trust and/or such extraordinary equitable or injunctive relief as permitted by law, equity or statutory provisions as the Court deems proper to prevent unjust enrichment of the Defendants and to ensure that Plaintiffs have an effective remedy for the damage caused and injury suffered as a result of the Defendants' wrongdoing as aforesaid.

Respectfully submitted, this the 17<sup>th</sup> day of January, 2007.

MARK ALDRIDGE, EXECUTOR OF THE ESTATE OF THADDUSE WAYNE (T.W.) ALDRIDGE, RUTH COLSON AND EARLENE ELLIS

By: <<signature>>

Al Welshans, III MSB#9674

Richard T. Phillips, Esq. MSB#4170

Al Welshans, Esq. MSB#9674

SMITH, PHILLIPS, MITCHELL, SCOTT & NOWAK, LLP

P. O. Drawer 1586

Batesville, MS 38606

Tel: (662) 563-4613

Fax: (662) 563-1546



ATTORNEYS FOR THE PLAINTIFFS

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