



West Virginia E-Filing Notice

CC-11-2025-C-9

Judge: Michael Asbury

To: Steven Broadwater
Steve@BroadwaterLawGroup.com

NOTICE OF FILING

IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA
Marcia Lantz v. Stonewall Jackson Memorial Hospital Company
CC-11-2025-C-9

The following complaint was FILED on 2/26/2025 11:19:15 AM

Notice Date: 2/26/2025 11:19:15 AM

Pam Starsick
CLERK OF THE CIRCUIT COURT
Gilmer County
Gilmer County Court House 10 Howard Street
GLENVILLE, WV 26351

(304) 462-7241
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COVER SHEET

E-FILED | 2/26/2025 11:19 AM
CC-11-2025-C-9
Gilmer County Circuit Clerk
Pam Starsick

GENERAL INFORMATION

IN THE CIRCUIT COURT OF GILMER COUNTY WEST VIRGINIA

Marcia Lantz v. Stonewall Jackson Memorial Hospital Company

First Plaintiff:

☐ Business ☒ Individual
☐ Government ☐ Other

First Defendant:

☒ Business ☐ Individual
☐ Government ☐ Other

Judge:

Michael Asbury

COMPLAINT INFORMATION

Case Type: Civil

Complaint Type: Other

Origin: ☒ Initial Filing ☐ Appeal from Municipal Court ☐ Appeal from Magistrate Court

Jury Trial Requested: ☒ Yes ☐ No **Case will be ready for trial by:** 2/27/2026

Mediation Requested: ☐ Yes ☒ No

Substantial Hardship Requested: ☐ Yes ☒ No

☐ Do you or any of your clients or witnesses in this case require special accommodations due to a disability?

- ☐ Wheelchair accessible hearing room and other facilities
- ☐ Interpreter or other auxiliary aid for the hearing impaired
- ☐ Reader or other auxiliary aid for the visually impaired
- ☐ Spokesperson or other auxiliary aid for the speech impaired
- ☐ Other: _____

☐ I am proceeding without an attorney

☒ I have an attorney: Steven Broadwater, PO BOX 1636 417 MAIN ST E, OAK HILL, WV 25901

SERVED PARTIES

Name:	Stonewall Jackson Memorial Hospital Company
Address:	Kevin Stalnaker 230 Hospital Plaza, Weston WV 26452
Days to Answer: 30	Type of Service: Secretary of State - Certified - Including Copy Fee

IN THE CIRCUIT COURT OF GILMER COUNTY, WEST VIRGINIA

**MARCIA LANTZ &
JAMES LANTZ,**

PLAINTIFFS,

v.

Civil Action No. _____

**STONEWALL JACKSON MEMORIAL
HOSPITAL COMPANY d/b/a MON
HEALTH STONEWALL JACKSON
MEMORIAL HOSPITAL,**

DEFENDANT.

CLASS ACTION COMPLAINT

COME NOW the Plaintiffs, Marcia and James Lantz, by counsel, individually and on behalf of all others similarly situated, and state as follows:

NATURE OF THE CASE

1. This action arises as a result of the defendant's, Stonewall Jackson Memorial Hospital Company d/b/a Mon Health Stonewall Jackson Memorial Hospital ("Stonewall" or "debt collector" herein), fundamental and systemic billing disparities which, upon information and belief, have resulted in potentially tens, if not hundreds, of thousands of dollars being overbilled to West Virginia consumers. The Defendant debt collector has a policy and practice of billing consumers an amount greater than what it bills to third-party payors, such as health insurance, Medicare, or Medicaid, and the result is that the Defendant debt collector demands payment from its patients in excess of what they owe under any cost-sharing plan with any third-party payor. Defendants are charging third party payors one amount, and the third-party payors are then making a determination as to the amount owed by the patient based on that amount billed. After that amount is determined, Defendants are then billing their patients, the class of West Virginia consumers

Plaintiffs now seek to represent, a greater amount than that which was represented as due to the third-party payors. This necessarily results in West Virginia consumers being billed in excess of what they actually owe. The fact that Defendant is consistently and repeatedly billing West Virginia consumers in excess of what Defendant is representing as the amount due to the third-party payors is indicative of a much larger problem across the Defendant's billing and collection systems which necessarily results in the siphoning of untold sums from the prospective class.

PARTIES

2. The Plaintiffs, Marcia and James Lantz ("Mr. and Mrs. Lantz," herein), are residents of Gilmer County, West Virginia.

3. At all times relevant, the Plaintiffs are "consumers" as that term is defined at W. Va. Code §46A-2-122.

4. The Defendant, Stonewall Jackson Memorial Hospital Company d/b/a Mon Health Stonewall Jackson Memorial Hospital, is a West Virginia corporation having its principal office located in Weston, West Virginia.

5. At all times relevant, the hospital qualifies as a "debt collector" engaged in "debt collection" as those terms are defined at W. Va. Code §46A-2-122.

6. At all times relevant, the Hospital attempted to collect a "claim" from the Plaintiffs and the proposed class as that term is defined at W. Va. Code §46A-2-122 through the use of written communications.

RELEVANT BACKGROUND

7. Defendant debt collector, Stonewall, is an entity engaged in the collection of alleged debts From West Virginia consumers either directly or indirectly through the use of agents or assigns over whom Defendant has the right to control.

8. The Defendant caused debt collection correspondence to be sent to the Plaintiffs and similarly situated West Virginia consumers in an attempt to collect and alleged debt.

9. The collection correspondence mailed to the Plaintiffs and similarly situated West Virginia consumers fraudulently alleged that those consumers owed a greater debt than what was alleged due to third-party payors such as health insurance providers.

10. Specifically, Defendant debt collector has repeatedly alleged that one amount was due when corresponding with the Plaintiffs' insurance company, and subsequently alleged that a greater amount was due when corresponding directly with Plaintiffs after being reimbursed by the Plaintiffs' insurance provider based on the amount alleged due to the insurance provider.

11. Specifically, and by way of example only, Stonewall billed Highmark Blue Cross Blue Shield ("Highmark") \$360.17 for services allegedly rendered on October 12, 2021. Highmark negotiated a discount of \$215.70 and paid \$130.02 on Plaintiffs' behalf, leaving the balance owed by Plaintiffs at \$14.45. Additionally, Stonewall billed Highmark Blue Cross Blue Shield ("Highmark") \$278.95 for services allegedly rendered on October 19, 2021. Highmark negotiated an adjustment of that amount to \$177.13 and paid \$91.64 on Plaintiffs' behalf, leaving the balance owed by Plaintiffs at \$10.18. Therefore, Plaintiffs' obligation for these two dates of service equaled \$24.63. However, Plaintiffs received a bill from Defendant debt collector dated November 7, 2021, wherein Stonewall demanded payment from Plaintiffs for \$14.49 and \$10.19 for the October 12 and October 19, 2021, dates of service, respectfully, for a total of \$24.68, an amount \$0.05 greater than the amount alleged due to Highmark.

12. Specifically, and by way of example only, Stonewall billed Highmark Blue Cross Blue Shield ("Highmark") \$395.32 for services allegedly rendered on April 26, 2023. Highmark negotiated a discount of \$293.65 and paid \$91.50 on Plaintiffs' behalf, leaving the balance owed

by Plaintiffs at \$10.17. However, after Highmark paid Stonewall, Defendant debt collector sent a bill dated May 30, 2023, to Plaintiffs for the same services alleging they originally owed \$395.37, and demanded payment of \$10.22 from Plaintiffs, an amount \$0.05 greater than what Defendant claimed to Highmark was due.

13. Specifically, and by way of example only, Stonewall billed Highmark Blue Cross Blue Shield (“Highmark”) \$866.34 for services allegedly rendered on January 22, 2024. Highmark negotiated an adjustment of that amount to \$215.20 and paid \$193.68 on Plaintiffs’ behalf, leaving the balance owed by Plaintiffs at \$21.52. Additionally, Stonewall billed Highmark Blue Cross Blue Shield (“Highmark”) \$372.93 for services allegedly rendered on April 25, 2024. Highmark negotiated an adjustment of that amount to \$101.79 and paid \$91.61 on Plaintiffs’ behalf, leaving the balance owed by Plaintiffs at \$10.18. Finally, Stonewall billed Highmark Blue Cross Blue Shield (“Highmark”) \$395.32 for services allegedly rendered on December 13, 2023. Highmark negotiated an adjustment of that amount to \$101.79 and paid \$91.61 on Plaintiffs’ behalf, leaving the balance owed by Plaintiffs at \$10.18. Therefore, Plaintiffs’ obligation for these three dates of service equaled \$41.88. However, Plaintiffs received a combined bill for these three dates of service from Defendant debt collector dated May 29, 2024, wherein Stonewall demanded payment from Plaintiffs for \$42.06, an amount \$0.18 greater than the amount alleged due to Highmark.

14. Specifically, and by way of example only, Stonewall billed Highmark Blue Cross Blue Shield (“Highmark”) \$454.78 for services allegedly rendered on July 2, 2024. Highmark negotiated an adjustment of that amount to \$122.23 and paid \$110.00 on Plaintiffs’ behalf, leaving the balance owed by Plaintiffs at \$12.23. However, after Highmark paid, Defendant debt collector sent a bill for the same services to Plaintiffs alleging they originally owed \$454.85, and demanded

payment of \$12.30 from Plaintiffs, an amount \$0.07 greater than what Defendant claimed to Highmark was due.

15. Specifically, and by way of example only, Stonewall billed Highmark Blue Cross Blue Shield (“Highmark”) \$492.28 for services allegedly rendered on September 3, 2024. Highmark negotiated an adjustment of that amount to \$149.94 and then paid that sum in full on Plaintiffs’ behalf. However, after Highmark paid that sum, Defendant debt collector sent a bill for the same services to Plaintiffs alleging that they originally owed \$492.42 and demanded payment of \$0.14 from Plaintiffs despite Highmark paying every cent that was due to Stonewall.

16. “balance Billing” is generally understood to mean the practice of billing patients who receive medical care some or all of the balance that remains beyond the patient’s responsibility after a third party payor such as health insurance, Medicare, or Medicaid, obtains a reduction in the cost of care.

17. In West Virginia, balance billing is specifically prohibited with regard to health care providers who participate in state health care plans under W. Va. Code §16-29D-4.

18. West Virginia has fully endorsed the No Surprises Act (“NSA”), which prohibits any care provider from charging a patient in excess of “the cost-sharing requirement that would apply under such plan or coverage, respectively, had such items or services been furnished by a participating provider,” and the Legislature directed the Insurance Commissioner to enforce all aspects thereof. W.Va. Code §33-2-24 (eff. January 1, 2022).¹

19. The West Virginia Consumer Credit and Protection Act (“WVCCPA”), W. Va. Code §46A-1-101, *et seq.*, regulates debt collection from West Virginia consumers. The Act specifically requires debt collectors such as Defendant to adhere to the highest standards of accuracy and

¹ Plaintiffs and the prospective class make no claims under the NSA and all claims alleged herein are based on violations of West Virginia law.

honesty when attempting to collect a debt regardless of whether the communications are with consumers or third parties.

CLASS ALLEGATIONS

20. Mr. and Mrs. Lantz bring this action individually and, on behalf of all others similarly situated, under Rule 23 of the West Virginia Rules of Civil Procedure.

21. The class of consumers represented by Mr. and Mrs. Lantz in this action is defined as:

All persons with a West Virginia address who were sent any communication within four years of the filing of this action by Defendant, or its agents or assigns, wherein such communication demanded any payment in excess of that which was billed to any third-party payor for services rendered.

22. In attempting to collect an alleged debt from the Plaintiffs and the class of consumers whom the plaintiffs seek to represent, Defendants violated the general and specific prohibitions of W. Va. Code §§46A-2-124, -125, -127, and -128.

23. As the result of the violation of the WVCCPA, Mr. and Mrs. Lantz, and the class of consumers that they seek to represent, are entitled to recover from the Defendant:

- a) actual damages;
- b) statutory penalties pursuant to the WVCCPA, West Virginia Code §46A-5-101(1) as adjusted for inflation pursuant to West Virginia Code §46A-5-106; and
- c) reasonable attorney fees, court costs and fees, as provided by the WVCCPA, West Virginia Code §46A-5-104.

24. Defendant, or its agents or assigns, used standardized forms to send collection correspondence to West Virginia Consumers.

25. The proposed class can be readily identified by collection activity logs, claim records, and/or computer storage devices or databases, maintained by defendant and/or its employees, representatives, agents, or assigns.

26. The class is so numerous that joinder of all class members is impracticable. The precise number of class members and their addresses are unknown to the Plaintiffs; however, they are readily available from Defendant's records. Class members may be notified of the pendency of this action by mail, supplemented (if deemed necessary or appropriate by the Court) by published notice.

27. This action involves questions of law and fact common to the class which predominate over questions affecting individual class members.

28. Mr. and Mrs. Lantz's claims are typical of the claims of the class because, among other things, Mr. and Mrs. Lantz, like the other members of the class, were subjected to claims by the debt collector Defendant to pay an alleged debt that was greater than what was actually owed. Such demands and correspondence necessarily contained fraudulent, deceptive and misleading representations in violation of West Virginia Code§ 46A-2-127.

29. Mr. and Mrs. Lantz have displayed an interest in vindicating the rights of the class members, will fairly and adequately protect and represent the interests of the class, and are represented by skillful and knowledgeable counsel. Mr. and Mrs. Lantz's interests do not conflict with those of the class and the relief sought by Mr. and Mrs. Lantz will inure to the benefit of the class generally.

30. The questions of law and fact that are common to the class members predominate over questions affecting only individual members, and a class action is superior to other available

methods for the fair and efficient adjudication of the controversy between the class members and Defendant.

31. The actions of the debt collector Defendant are generally applicable to the class as a whole and to Plaintiffs. For example, the class members can prove the elements of their claims against Defendant for violations of the WVCCPA on a class-wide basis using the same evidence that Mr. and Mrs. Lantz and individual class members would use to prove those claims in individual civil actions.

32. Additionally, the damages or other financial detriment suffered by individual class members is relatively small compared to the burden and expense that would be required to individually litigate each of the class member's claims against the debt collector Defendant and it would be impracticable for the class members to individually seek redress for Defendant's wrongful conduct.

33. Even if the members of the class could afford individual litigation, given the expected size of the class, separate litigation of each class member's claims against the debt collector Defendant would create the potential for inconsistent and/or contradictory judgments, and cause delay and increase the expenses for the parties and the court in adjudicating the claims against the debt collector. Conversely, a class action will prevent far fewer management difficulties, provide the benefits of a single adjudication, conserve time, effort and expense, employ comprehensive and cohesive supervision by a single court, and provide a forum for small claimants.

34. The prosecution of separate actions by the individual members of the class would create a risk of inconsistent or varying adjudications with respect to individual class members which would establish incompatible standards of conduct for Defendant. Moreover, the likelihood

that individual members of the class will prosecute separate actions is remote due to the time and expense necessary to conduct such litigation.

35. Defendant has acted on grounds generally applicable to the class, thereby making appropriate final injunctive relief with respect to the members of the class as a whole.

36. Any difficulties in management of this case as a class action are outweighed by the benefits that a class action has to offer with respect to disposing of common issues of law and fact on issues affecting a large number of litigants.

37. The damages in this case are set by statute and generally preclude the necessity of a case-by-case assessment of damages by the court. To the extent case-by-case assessment is necessary, Defendant maintains computerized individual account information, and that information can easily be reviewed and assessed electronically.

38. Mr. and Mrs. Lantz's claims are typical of those of the class as a whole, and Mr. and Mrs. Lantz are capable of and willing to represent the other members of the class.

CLASS CLAIM

COUNT I

VIOLATIONS OF THE WVCCPA

39. Plaintiff incorporates the preceding paragraphs as if stated fully herein.

40. Defendant Stonewall violated the WVCCPA, by demanding an amount due from the Plaintiffs and the class of West Virginia consumers whom they seek to represent in excess of that which was their responsibility as determined by their third-party payor, Highmark.

41. Attempting to collect an alleged debt from a West Virginia consumer beyond that which is owed under the consumer's health insurance or other third-party payor agreement violates a number of provisions of the WVCCPA including, but not limited to, the following:

- a) The general prohibition of **any** coercive acts in an attempt to collect an alleged debt (W. Va. Code §46A-2-124 (emphasis added));
- b) The specific prohibition on threatening to take any action prohibited by this chapter **or other law regulating the debt collector's conduct** (W. Va. Code §46A-2-124(f) (emphasis added));
- c) The general prohibition of **any** unreasonably oppressive acts in an attempt to collect an alleged debt (W. Va. Code §46A-2-125 (emphasis added));
- d) The general prohibition on **any** fraudulent, deceptive, or misleading representations to any person in an attempt to collect an alleged debt (W. Va. Code §46A-2-127 (emphasis added));
- e) The specific prohibition on the use of “**any** false representation or implication of the character, extent or amount of a claim against a consumer...” (W. Va. Code §46A-2-127(d) (emphasis added));
- f) The specific prohibition on the use of “**any** representation that an existing obligation of the consumer **may be increased** by the addition of attorney's fees, investigation fees, service fees or **any other fees or charges when in fact such fees or charges may not legally be added to the existing obligation**” (W. Va. Code §46A-2-127(g) (emphasis added));
- g) The general prohibition on the use of any unfair means in an attempt to collect an alleged debt (W. Va. Code §46A-2-128); and
- h) The Specific prohibition on “the collection of or the attempt to collect **any** interest or **other charge, fee or expense** incidental to the principal obligation unless such interest or incidental fee, charge or expense is expressly authorized by the agreement

creating or modifying the obligation and by statute or regulation” (W. Va. Code §46A-2-128(d) (emphasis added)).

42. Defendant Stonewall is liable for the acts of its employees, agents, representatives, coconspirators, affiliates, and related entities under the theories of respondent superior, agency, conspiracy, joint venture, joint enterprise, as parents-subsidaries or under corporate veil piercing. Accordingly, Defendant is equally, co-extensively, and jointly and severally liable for each and every act of its employees, agents, representatives, co-conspirators and related entities. Where reference is made to Defendant and its employees, agents, representatives, coconspirators or related entities, the Plaintiffs intend that any such act, conduct or reference is attributable to the Defendant through these theories of vicarious liability.

43. Further, if Defendant Stonewall retained an agent or assign to perform the debt collection complained of herein, then such has been concealed from the consumer and Defendant Stonewall is also liable for violating W. Va. Code §46A-2-126 (prohibiting unreasonable publication of indebtedness to third-parties); W. Va. Code §46A-2-127(a) (prohibiting the use of any name other than the true name of the business engaging in debt collection); W. Va. Code §46A-2-127(c) (prohibiting “the failure to clearly disclose the name and full business address of the person to whom the claim has been assigned for collection, or to whom the claim is owed, at the time of making any demand for money); and W. Va. Code §46A-2-127(h) (the prohibition on “any false representation or false impression about the status or true nature of or the services rendered by the debt collector or his business.”).

44. “Any” means any, regardless of whether the communication to the consumer was written or oral, and regardless of the media in which the communication was made, be it letter, text message, email, or otherwise. “We are impressed that the word ‘any’ represents a fundamental

and irreducible concept. It is a statute wrought from the letters A, N and Y ; a monument to an idea; an artistic rendering designed to signify a meaningful unit of English language. The Court is led to the unavoidable conclusion that the word ‘any,’ when used in a statute, should be construed to mean, in a word, any. *Thomas v. Firestone Tire & Rubber Co.*, 164 W. Va. 763, 769, 266 S.E.2d 905, 909 (1980).

45. As a result of the Defendant’s actions, Plaintiffs have been annoyed, inconvenienced, harassed, bothered, upset, angered, harangued and otherwise was caused indignation and distress.

DEMAND FOR RELIEF

Plaintiffs hereby demands from the Defendant:

Actual damages for annoyance, aggravation, distress, bother and anxiety, for the violations of the WVCCPA as authorized by *West Virginia Code* §46A-5-101(1) for each and every communication deemed to violate the WVCCPA that occurred beginning four years prior to the filing of this Complaint through the date of judgment:

- a) Statutory damages in the maximum amount authorized by *West Virginia Code* §46A-5-101(1) as adjusted for inflation pursuant to *West Virginia Code* §46A-5-106;
- b) Plaintiffs’ cost of litigation, including attorney fees, court costs and fees, pursuant to *West Virginia Code* §46A-5-104;
- c) The Plaintiffs and the proposed class be granted general compensatory damages and punitive damages for Defendant’s conduct; and
- d) Such other relief as the Court shall deem meet and proper under the attendant circumstances.

Plaintiffs hereby demand a jury trial.

**MARCIA LANTZ &
JAMES LANTZ,**

BY COUNSEL,

/s/ Steven R. Broadwater, Jr.

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