

managing partner of Colonial Management Group L.P. Defendant Colonial GP, L.P. owns and/or operates and/or manages outpatient substance abuse treatment clinics in the State of Alabama including Montgomery Metro Treatment Center in Montgomery, Alabama.

4. Defendant Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center (hereinafter “Montgomery Metro”) is an Alabama corporation that owns and/or operates and/or manages outpatient substance abuse treatment clinics in the State of Alabama, including Montgomery Metro Treatment Center in Montgomery, Alabama.

5. Defendant Gilberto Sanchez, M.D. (hereafter “Sanchez”) is upon information and belief a resident of the state of Alabama and is over the age of nineteen (19) years. Sanchez is the medical doctor who treated Plaintiff at Montgomery Metro. Sanchez was the Medical Director for Montgomery Metro at all times material to this lawsuit.

6. Fictitious Defendants A, B, and/or C, whether singular or plural, are those entities, persons, firms, corporations or partnerships who owned, operated or managed Montgomery Metro during the time made the basis of this lawsuit.

7. Fictitious Defendants D, E, and/or F, whether singular or plural, are those persons who negligently and/or wantonly provided care to Plaintiff during the time made the basis of this lawsuit.

8. Fictitious Defendants G, H, and/or I, whether singular or plural, are those entities, persons, firms, corporations or partnerships who negligently and/or wantonly breached their duty to render medical care to Plaintiff at Montgomery Metro during the time made the basis of this lawsuit.

9. Fictitious Defendants J, K, and/or L, whether singular or plural, are those entities, persons, firms, corporations or partnerships who were responsible for the negligence and/or wantonness complained of herein or who in any way contributed to the injuries suffered by Plaintiff.

10. Fictitious Defendants M, N, and/or O, whether singular or plural, are those entities, persons, firms, corporations or partnerships who succeeded, bought, or controlled Montgomery Metro, Defendant herein, or who have assumed the liabilities of same.

11. Fictitious Defendants P, Q and/or R, whether singular or plural, are those persons, corporations or other legal entities whose negligence or other wrongful conduct combined and concurred to cause the injuries as alleged herein.

STATEMENT OF THE FACTS

12. On or about November 4, 2004, Plaintiff ██████████ became a patient at Montgomery Metro. ██████████ was addicted to pain medication at that time and she entered treatment at Montgomery Metro for the purpose of detoxification and treatment to address her chemical dependence. Montgomery Metro is a “Methadone Clinic.”

13. The Defendants charged and continue to charge ██████████ and each Class Member \$96.00 per week for the services they have agreed to provide. The fee is paid in cash by ██████████ and each Class Member.

14. The Defendants have failed and/or refused to provide counseling and other treatment services necessary for Plaintiff to address her chemical dependence. ██████████ and the Class Members pay for these services as part of the “fee” paid to the Defendants.

15. Defendant Sanchez has committed acts of medical malpractice in regard to medical services he provided and/or failed to provide to ██████████. Sanchez was at all times relevant to these claims registered as the “dispensing physician” for all of the medications received by ██████████ at Montgomery Metro.

16. As a direct and proximate result of the negligence and wantonness of the Defendants and their employees, as more fully set out below, ██████████ has been caused to suffer physical

injuries, mental anguish, emotional distress, loss of earnings, and economic business losses. Further, as a direct and proximate result of the fraud committed by the Defendants, [REDACTED] and the Class Members have been caused to suffer substantial economic losses.

COUNT ONE
(MEDICAL MALPRACTICE – GILBERTO SANCHEZ, M.D.)

17. Plaintiff realleges and incorporates all prior paragraphs of the Complaint as if set out here in full.

18. Defendant Sanchez and Fictitious Defendants G through I; and their agents, servants, and/or employees were negligent, wanton, and/or reckless in at least one of the following respects:

- a. Failing to follow accepted medication administration procedures and medical care standards for the treatment and monitoring of patients on Methadone.
- b. Failing to ensure that Plaintiff received adequate supervision, medical care, counseling, and assistance in regard to addiction therapy.
- c. Failing to assess, evaluate and supervise; or to adequately assess, evaluate, and supervise registered nurses, licensed nurses, and counselors so as to assure that [REDACTED] received care in accordance with applicable laws, facility policies and procedures, and accepted standards of medical and clinical practice.
- d. Failing to provide administrative services in a manner to insure the safety of [REDACTED] and assure staff were consistently implementing measures to insure that [REDACTED] was receiving needed care and services in order to prevent a decline in her health status.
- e. Failing to conduct appropriate physical examinations and medical diagnostic testing on [REDACTED]
- f. Failing to insure patient care policies and procedures, specifically for methadone treatment, were revised and implemented according to current standards of care.
- g. Failing to insure clinical records were complete and accurate.

- h. Failing to adequately and appropriately monitor [REDACTED] to recognize significant changes in her health status.
- i. Failing to advise [REDACTED] of the long-term adverse affects of Methadone usage.
- j. Failing to examine and treat [REDACTED] for adverse physical health that resulted from long-term Methadone usage.
- k. Failing to refer [REDACTED] to appropriate specialists in the field of addiction counseling and psychiatric care.
- l. Providing medical services which were outside of his scope of practice.
- m. Violating orders of the Alabama State Board of Medical Examiners by providing medical services outside his principal practice location.
- n. Approving the dispensing of controlled substances to [REDACTED] by individuals who were not licensed to do so.
- o. Approving the dispensing of medications to [REDACTED] at Montgomery Metro while he was not “onsite” at the facility.
- p. Dispensing controlled substances to [REDACTED] without conducting prior physical and mental examinations.
- q. Failing to comply with laws relating to the delivery, dispensing and transportation of medications to [REDACTED]
- r. Failing to effectively assess [REDACTED] appropriateness for Methadone treatment.
- s. Failing to monitor the interaction of the Methadone with [REDACTED] other prescription medications.
- t. Failing to conduct and attend weekly staff meetings.

19. Defendants Sanchez and Fictitious Defendants G through I and their agents, servants and/or employees negligently trained and supervised staff at Montgomery Metro.

20. Defendants Sanchez and Fictitious Defendants G through I and their agents, servants and/or employees failed to train and/or properly train and adequately train the clinic personnel at Montgomery Metro.

21. Defendants Sanchez and Fictitious Defendants G through I and their agents, servants and/or employees assigned personnel to give care to [REDACTED] who were not competent or who were unfit to provide and/or incapable of providing adequate medical care at Montgomery Metro.

22. Defendants Sanchez and Fictitious Defendants G through I and their agents, servants, and/or employees failed to provide sufficient licensed and competent personnel to provide all necessary medical care to [REDACTED] at Montgomery Metro in conjunction with her needs.

23. Defendants Sanchez and Fictitious Defendants G through I and their agents, servants, and/or employees, breached their non-delegable duty to administer their medical care facility in a manner that enabled it to use resources effectively and efficiently to order to attain the highest practicable physical, mental and psychosocial well-being of [REDACTED].

24. Defendants Sanchez and Fictitious Defendants G through I and their agents, servants, and/or employees failed to perform services according to accepted standards of medical practice.

25. The foregoing acts and/or omissions of Defendant Sanchez and Fictitious Defendants G through I and Defendants' agents, servants, and/or employees while acting within the line and scope of their duties for Defendants, occurred in direct violation and generally accepted standards of medical care practice.

26. As a direct and proximate result of such negligent, and grossly negligent, wanton, reckless, malicious and/or intentional conduct, Defendant Sanchez and Fictitious Defendants G through I caused [REDACTED] to suffer damages and injuries which include, but are not limited to, the following: physical pain and suffering, weight gain, severe muscle cramps, lower extremity venous complications, severe headaches, loss of sleep, paranoia, depression, and anxiety. [REDACTED] has also

suffered extreme mental anguish and emotional distress as a direct and proximate result of the actions of the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendant Sanchez and Fictitious Defendants G through I jointly and severally for compensatory and punitive damages in an amount to be determined by the jury, plus costs.

COUNT TWO
(NEGLIGENCE/WANTONNESS – COLONIAL DEFENDANTS)

27. Plaintiff realleges and incorporates all prior paragraphs of the Complaint as if set out here in full.

28. Defendants Colonial Management Group, L.P.; Colonial GP, L.P.; Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center; and Fictitious Defendants A through R owed a duty to [REDACTED] to use reasonable care in the provision of Methadone treatment services and the supervision of its agents and employees.

29. Defendants Colonial Management Group, L.P.; Colonial GP, L.P.; Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center; and Fictitious Defendants A through R breached the duty they owed to [REDACTED] by committing the following acts of negligence and/or wantonness:

- a. Failing to follow accepted procedures and standards for the treatment and monitoring of patients on Methadone.
- b. Failing to ensure that [REDACTED] received adequate supervision, counseling, and assistance in regard to addiction therapy.
- c. Failing to assess, evaluate and supervise; or to adequately assess, evaluate, and supervise the medical director, registered nurses, licensed nurses, and counselors so as to assure that [REDACTED] received services in accordance with applicable laws, facility policies and procedures, and accepted standards.

- d. Failing to provide administrative services in a manner to insure the safety of Temple and assure staff were consistently implementing measures to insure patients were receiving needed services.
- e. Failing to insure patient care policies and procedures, specifically for Methadone treatment, were revised and implemented according to current standards of care.
- f. Failing to insure records were complete and accurate.
- g. Failing to adequately and appropriately monitor [REDACTED] to recognize significant changes in her mental status.
- h. Failing to refer Plaintiff to appropriate specialists in the field of addiction counseling and psychiatric treatment.
- i. Failing to comply with laws relating to the delivery, dispensing and transportation of medications to [REDACTED]
- j. Failing to effectively assess Plaintiff's appropriateness for Methadone treatment.
- k. Failing to conduct weekly staff meetings and ensure that the medical director and staff attended said meetings.
- l. Negligently and/or wantonly retaining Sanchez as the Medical Director for Montgomery Metro.
- m. Failing to provide a comprehensive treatment program which included individual and group counseling to address Plaintiff's psychological and social needs in addition to her chemical dependence.
- n. Failing to institute current research findings related to Methadone treatment in their delivery of services to Plaintiff.
- o. Failing to provide and/or refer Plaintiff to services outside the clinic's capability.
- p. Failing to conduct audits and inspections of Montgomery Metro.
- q. Failing to follow their own policies and procedures which address operational issues.
- r. Negligently and/or wantonly hiring, training and supervising the staff at Montgomery Metro.

30. As a proximate consequence of the negligence and/or wantonness as alleged herein, Plaintiff was caused to suffer damages and injuries which include, but are not limited to, the following: physical pain and suffering, weight gain, severe muscle cramps, lower extremity venous complications, severe headaches, loss of sleep, paranoia, depression, and anxiety. [REDACTED] has also suffered extreme mental anguish and emotional distress as a direct and proximate result of the actions of the Defendants.

WHEREFORE, Plaintiff demands judgment against Defendants Colonial Management Group, L.P.; Colonial GP, L.P.; Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center; and Fictitious Defendants A through R jointly and severally for compensatory and punitive damages in an amount to be determined by the jury, plus costs.

COUNT THREE
(FRAUD – COLONIAL DEFENDANTS)

31. Plaintiff realleges and incorporates all prior paragraphs of the Complaint as if set out here in full.

32. Defendants Colonial Management Group, L.P.; Colonial GP, L.P.; Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center, P.C.; and Fictitious Defendants A through C knowingly and intentionally misrepresented to [REDACTED] and the Class Members that they would be provided a comprehensive treatment program which would include individual and group counseling to address their psychological and social needs related to their chemical dependence, as part of the fee paid by [REDACTED] and Class Members. Defendants further fraudulently misrepresented that they would provide services to allow [REDACTED] to detoxify and overcome her addiction. These fraudulent misrepresentations were made by the Defendants and relied on by [REDACTED] and the Class Members.

33. The agents of the Defendants made these representations orally to [REDACTED] and the Class Members at the time they were admitted into the program and at times subsequent to admission to the program. The Defendants also made these representations in written materials provided to and made available to [REDACTED] and the Class Members.

34. As a proximate consequence of the Defendants' fraudulent misrepresentations, [REDACTED] and the Class Members each paid and continue to pay the Defendants \$96 per week in cash for services they were to be provided pursuant to the comprehensive treatment program. The only service that has been provided by the Defendants is the dispensation of Methadone which is an addictive, controlled substance.

35. The Defendants designed a plan and scheme to perpetuate [REDACTED] and the Class Members addiction by getting them "hooked" on the Methadone they dispense. The Defendants have and continue to reap significant economic gain from the dispensation of Methadone, while at the same time making no attempts to provide services to address the [REDACTED] and Class Members' addiction. The Methadone is very inexpensive and the [REDACTED] and Class Members are charged substantially more than the cost of the drug to the Defendants, in addition to paying for services which have not been received.

36. As a direct and proximate result of Defendants' fraud, [REDACTED] and the Class Members have suffered and continue to suffer economic losses requiring compensatory, punitive, declaratory, injunctive and/or equitable relief to be determined by this Court.

37. The Defendants have carried out this scheme willfully, wantonly and with reckless disregard for the interests of [REDACTED] and the Class Members.

38. By reason of the foregoing, the Defendants are liable to [REDACTED] for damages for fraud in an amount to be proven at trial.

WHEREFORE, Plaintiff demands judgment against Defendants Colonial Management Group, L.P.; Colonial GP, L.P.; Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center; and Fictitious Defendants A through C in such an amount of compensatory and punitive damages from the Defendant plus interest and costs.

COUNT FOUR
(CLASS ALLEGATIONS - COLONIAL DEFENDANTS)

This is an Alabama statewide class action against Colonial Management Group, L.P.; Colonial GP, L.P.; Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center; and Fictitious Defendants A through C for damages and injunctive relief based on the fraud committed by the Defendants.

39. Defendants Colonial Management Group, L.P.; Colonial GP, L.P.; Montgomery Liquidating Professional Corporation d/b/a Montgomery Metro Treatment Center; and Fictitious Defendants A through C knowingly and intentionally misrepresented to the [REDACTED] and the Class Members that they would be provided a comprehensive treatment program, which would include individual and group counseling to address their psychological and social needs to their chemical dependence, as part of the \$96 per week cash fee paid by [REDACTED] and the Class Members. These fraudulent representations were made by the Defendants, and relied on by [REDACTED] and the Class Members.

40. The agents of the Defendants made these representations orally to [REDACTED] and the Class Members at the time they were admitted into the program and at times subsequent to admission to the program. The Defendants also made these representations in written materials provided to and made available to [REDACTED] and the Class Members.

41. As a proximate consequence of the Defendants' fraudulent representations, [REDACTED] and the Class Members have paid and continue to pay the Defendants \$96 per week in cash for

services they were to be provided pursuant to the comprehensive treatment program. The only service that has been provided by the Defendants is the dispensation of Methadone which is an addictive, controlled substance. The Defendants have not provided any other services of value to [REDACTED] or the Class Members.

42. This action seeks both monetary and injunctive relief for Defendants' fraud. There are no federal claims asserted herein, and no right of recovery by the named Plaintiff or any member of the Plaintiff's class depends on application or interpretation of any federal statute. [REDACTED] does not assert a claim under or seek relief allowed by or pursuant to any federal statute or cause of action.

43. Certification under Rule 23 (b)(3) Ala.R.Civ.P. is proper.

44. Plaintiff seeks certification of a statewide class action against the aforementioned Defendants for the fraud committed by the Defendants. The Plaintiff Class consists of the following:

All individuals in the State of Alabama who have paid for treatment at the Methadone clinics owned, operated and/or managed by the Defendants in the State of Alabama at the following clinics: Birmingham Metro Treatment Center; Huntsville Metro Treatment Center; Mobile Metro Treatment Center; Montgomery Metro Treatment Center; Tri County Treatment Center; and Sumter County Treatment Center, provided that :

- a. The person is living on the date that final judgment is entered in this action;
- b. The person described herein does not file any bankruptcy proceeding before final judgment in this action;
- c. The person does not have pending against the named Defendants on the date of the court's certification order any individual action wherein the recovery sought is based in whole or in part on the type of claims asserted herein;

- d. Persons are excluded from the class as to a particular Defendant who have previously obtained a judgment or settled any claims against that same Defendant concerning the type claim asserted herein or have previously executed releases releasing any such claims against the same Defendant;
- e. The person is not the party to an arbitration agreement with the named Defendants that would apply to the transactions made the basis of this lawsuit; and
- f. The person is not currently serving as a judge or justice of courts of the State of Alabama.

45. The class is so numerous that joinder of all members in this action is impracticable.

Plaintiff is not aware of the precise number of class members at this time but believes that they number in the hundreds. The names and addresses of members of the class can be ascertained from Defendants' records. Defendants operate several treatment facilities in Alabama.

46. The Rule 23(a) and Rule 23(b) requirements are met because:

- a. The class is so numerous that joinder of all members in this action is impracticable. Plaintiff is not aware of the precise number of class members at this time but believes they number in the hundreds. The names and addresses of the class members can be ascertained from Defendants' records.
- b. There are significant questions of law and fact common to the class, including but not limited to: the fraud at issue; the class members each paid the same fee for the same services which were to be provided; and the common questions predominate over any questions affecting only individual members.
- c. The named Plaintiff is an adequate representative of the class. The claims of the Plaintiff class representative are typical of those of the class members in that she paid the same fee as putative class members for the same services that have not been provided to her and the members of the class. The class representative will vigorously pursue the claims on behalf of the class and will fairly and adequately protect the interests of the class. Plaintiff's counsel is experienced and professionally able to properly represent the Plaintiff class.
- d. The claims of the representative party are typical of the claims of each member of the class and are based on and/or arise out of the similar facts constituting the wrongful conduct of the Defendants.

- e. Plaintiff has the same interests in this matter as all other members of the class. Plaintiff's claims are typical of the claims of all Class Members because: (i) the claims originate from the same practices on the part of Defendants and its acts in furtherance thereof, as specified herein; and (ii) Plaintiff and all Class Members have sustained similar damages from Defendants' wrongful conduct.
- f. A class action is far superior to any other available method, if there is any, for the fair and efficient adjudication of this controversy.

47. More than 3/4 of the putative class is from the State of Alabama.

48. The principal and exclusive injury for all class members occurred in the State of Alabama, and arises solely as a matter of Alabama law.

49. No class action, or mass action, has been filed on the relative issue within the last three years.

s/Jere L. Beasley
Jere L. Beasley (BEA020)

s/J. P. Sawyer
J.P. Sawyer (SAW011)

s/Archie Grubb, II
Archie Grubb, II (GRU015)

OF COUNSEL:

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JURY DEMAND

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY ON ALL COUNTS.

s/J. P. Sawyer
Attorney for Plaintiff

Defendants may be served by certified mail as follows:

Colonial Management Group, L.P.
c/o Chris Hassan
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