



IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA

STATE OF ALABAMA,

*

Plaintiff,

*

*

v.

CV- _____

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**SOUTH ALABAMA MEDICAL &
REHAB LLC, DOLINSKY
LAW GROUP LLC, VACEK LAW
GROUP PLLC, CHAD LOVELESS,
ROBERT DOLINSKY, MICHAEL
KENT PLAMBECK, JOHN BAKER,
TIFFANY TOLLIVER, STEPHANIE
WILSON, and FICTITIOUS
PARTIES A-GG, being those persons
and/or entities who engaged in acts of
deception and/or committed violations
of the Alabama Deceptive Trade
Practices Act against Alabama
consumers, and whose identities are
otherwise unknown to the Plaintiff
at this time, or, if their names are
known to the Plaintiff at this time,
their identity as proper party
defendants is not known to plaintiff
at this time; but their true names will
be substituted by amendment when
later identified.
Defendants.**

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**COMPLAINT FOR INJUNCTIVE, DECLARATORY, OTHER RELIEF, AND
EMERGENCY EX PARTE MOTION FOR TEMPORARY RESTRAINING
ORDER AND PRELIMINARY INJUNCTION**

COMES NOW, the State of Alabama, by and through the District Attorney for the Thirteenth Judicial Circuit, and brings this Complaint to seek relief from the unlawful activities associated with South Alabama Medical & Rehab LLC, Dolinsky Law Group LLC, Vacek Law Group, PLLC, Chad Loveless, Robert Dolinsky, Tiffany Tolliver, Michael Kent Plambeck, John Baker, Stephanie Wilson, and Fictitious Parties A through GG. The State of Alabama alleges the following:

I. BACKGROUND AND INTRODUCTION

With the advent of mass media law firm advertising for personal injury cases (and especially those for automobile accidents), the battle to obtain clients has become ferociously competitive. While the overwhelming majority of lawyers have met this challenge with bold strategies and creative marketing within ethical and legal parameters, a small minority have chosen another path. For these individuals, entities, and firms, accident victims are not people but a commodity to be traded.

Like every commodity, there are buyers and brokers. The law firm buyers turn to these brokers – commonly referred to as middleman or “runners” – to obtain an inventory of auto accident claims. In the rush to be first to contact accident victims, these runners not infrequently turn to illegal measures to obtain accident information – most notably impermissibly obtaining information from law enforcement.¹ In addition to law enforcement bribery schemes, runners also partner with medical professionals – most

¹ For example, see the recent case of a District of Columbia police officer who sold accident information to a “runner,” earning “\$600 and \$1,300 per week in exchange for the victim contact information” and netting “over \$15,000” for “contact information for 2,316 traffic crash victims.” See <https://www.justice.gov/usao-dc/pr/former-mpd-officer-found-guilty-bribery-scheme-sell-personal-identifying-information>

frequently chiropractic clinics – in order to obtain case inventory. The participants in these schemes can include:

(1) licensed chiropractors, chiropractic clinics, and their employees; (2) outside telemarketers and marketing firms; and (3) attorneys and law firms who represent accident victims treated by the chiropractors. In their most recent complaint, plaintiffs describe a scheme whereby telemarketers review police reports to obtain the names of persons involved in automobile accidents. Persons who are identified in the police reports as “not at fault” are then solicited by the telemarketers to visit a chiropractic clinic.²

The structure of the “scheme” between these groups has been described as follows:

The model systematically targets car insurance claims by cold-calling accident victims, offering them free care, signing them up with a lawyer during intake, and then funneling them into a regime of passive therapy where they are never seen by or cared for by a doctor. The appointments and legal services are then paid for from the patient’s claim settlement or award.³

The scheme to commoditize accident victims is not without its perils, both ethical and legal. For the attorneys, the Alabama Rules of Professional Conduct restrict fee sharing with non-lawyers, Rule 5.4, and direct solicitation of potential clients. For the chiropractor, the Chiropractor Rules, 190-X-5-.08, prohibit the exploitation of patients for financial gain. The “runners” (and those on whose behalf they are soliciting) face liability for misrepresentations and deceptions made to entice the accident victim to report for

² See *Allstate Insurance Company. et al. v. Michael Kent Plambeck, D.C., et al.* 3:08-cv-00388 (N.D. Tex) Doc. 224. This matter was a civil RICO lawsuit brought by Allstate Insurance against the marketing and chiropractic defendants for fraudulent billing.

³ Scott Johnson, *State Bar investigating law firm embedded with injury clinics, LAGNIAPPE (July 8, 2025)*, [https://www.lagniappemobile.com/news/state-bar-investigating-law-firm-embedded-with-injury-clinics/article_5fd36cd0-7fb3-4bb5-afcf-a10e36fd49e3.html]

“treatment” and/or to engage a particular law firm. For all parties, the submission of falsified medical treatment to an insurer raises potential claims of insurance fraud.⁴

Here, based on the facts that are currently known, generally the “runners” solicited accident victims under the guise of being a “patient insurance advocate” and instructed them to report for “free medical treatment” at the South Alabama Medical & Rehab Clinic LLC. At the end of the first course of “treatment” the accident victim was solicited by South Alabama Medical & Rehab Clinic LLC to sign a fee agreement with a law firm. The accident victims were not afforded the opportunity to see a doctor but were subjected to a regimen of passive therapy.

Accordingly, under the authority of the Deceptive Trade Practices Act, the State seeks relief prohibiting the Defendants from conducting business in Alabama.

II. JURISDICTION

This action is brought by the State of Alabama on behalf of the Mobile County District Attorney, Keith M. Blackwood, through the undersigned assistant district attorney, under the authority of Alabama’s Deceptive Trade Practices Act. Ala. Code § 8-19-8. Jurisdiction is proper in the Circuit Court of Mobile County because the Code of Alabama authorizes the District Attorney to initiate a suit against any person(s) who has engaged in, is engaging in, or is about to engage in any act or practice declared to be unlawful under the Deceptive Trade Practices Act. See § 8. Further, the acts and practices at issue took place in and/or

⁴ In this matter, there is presently no evidence the Defendants submitted any medical treatment claims under the patient’s vehicle or healthcare insurance.

originated in Mobile County, and the Alabama Legislature has authorized this Court to hear actions for temporary and permanent injunctive relief. Ala. Code § 12-11-31.

II. DEFENDANTS

1. South Alabama Medical & Rehab LLC (hereinafter “SAMR”) is an Alabama Domestic Limited Liability Company with its principal place of business in Mobile County, Alabama.
2. Dolinsky Law Group LLC (hereinafter “DLG”) is a Foreign Limited Liability Company (Florida) registered with the State of Alabama with its principal place of business in Fort Lauderdale, Florida, and conducting business in Mobile County, Alabama.
3. Vacek Law Group, PLLC (hereinafter “VLG”) is a Foreign Limited Liability Company (District of Columbia) registered with the State of Alabama with its principal place of business in the District of Columbia and conducting business in Mobile County, Alabama.
4. Chad Loveless (hereinafter “Loveless”), is, upon knowledge and belief, a Texas resident; holds a chiropractic license through the State of Indiana; and actively manages SAMR, including travel to Mobile County. He is also the incorporator of Montgomery Medical & Rehab Clinic LLC. He is being sued in his individual capacity.
5. Robert Dolinsky, (hereinafter “Dolinsky”), is, upon knowledge and belief, a Florida resident and founder of and/or partner in DLG. He personally conducted business in Mobile County, Alabama. He is being sued in his individual capacity.
6. Michael Kent Plambeck (hereinafter “Plambeck”), is, upon knowledge and belief, a Florida resident; he had final administrative and/or hiring authority with SAMR;

conducted business in Mobile County, Alabama; formerly held a chiropractic license in the State of Iowa; and has a business address of 1919 Veterans Blvd Ste 202 Kenner, LA 70062. He is being sued in his individual capacity.

7. Tiffany Tolliver (hereinafter “Tolliver”) is an Alabama resident and, at all times relevant, was an associate with DLG and conducts business in Mobile County, Alabama.
8. Stephanie Wilson, aka Stephanie Fitts, (hereinafter “Wilson”), is an Alabama resident and, at all times relevant, was the office manager of SAMR.
9. John Baker (hereinafter “Baker”), is an Alabama resident and, at all times relevant, acted as an attorney and conducted business in Mobile County, Alabama. He is being sued in his individual capacity.
10. DLG, VLG, SS Legal, Dolinsky, Tolliver, Vacek, and Baker shall be collectively referred to as the “Attorney Defendants.”
11. SAMR, Loveless, Plambeck, and Wilson shall be collectively referred to as the “Clinic Defendants.”
12. Fictitious Parties A-G, (also collectively referred to as the “Runner Defendants”) are those persons and/or entities who obtained accident victim contact information and/or solicited accident victims either for their own benefit and/or for the benefit of Attorney Defendants and/or the Clinic Defendants and engaged in acts of deception and/or committed violations of the Alabama Deceptive Trade Practices Act against Alabama consumers, and whose identities are otherwise unknown to the Plaintiff at this time, or, if their names are known to the Plaintiff at this time, their identity as proper party

defendants is not known to plaintiff at this time; but their true names, or status as a proper party, will be substituted by amendment when later identified.

13. Fictitious Parties H-N, are those persons and/or entities working in partnership with and/or as agents and/or employees of the Clinic Defendants and engaged in acts of deception and/or committed violations of the Alabama Deceptive Trade Practices Act against Alabama consumers, and whose identities are otherwise unknown to the Plaintiff at this time, or, if their names are known to the Plaintiff at this time, their identity as proper party Defendants is not known to Plaintiff at this time; but their true names, or status as a proper party, will be substituted by amendment when later identified.

14. Fictitious Parties U-Z, are those persons and/or entities for whom attorney representation agreements were tendered by the Defendants and knowingly accepted the benefit of the Defendants unlawful acts and/or engaged in acts of deception and/or committed violations of the Alabama Deceptive Trade Practices Act against Alabama consumers, and whose identities are otherwise unknown to the Plaintiff at this time, or, if their names are known to the Plaintiff at this time, their identity as proper party Defendants is not known to Plaintiff at this time; but their true names, or status as a proper party, will be substituted by amendment when later identified.

15. Fictitious Parties AA-GG, are those persons and/or entities who otherwise engaged in acts of deception and/or committed violations of the Alabama Deceptive Trade Practices Act against Alabama consumers under the facts pled herein, and whose identities are otherwise unknown to the Plaintiff at this time, or, if their names are

known to the Plaintiff at this time, their identity as proper party Defendants is not known to Plaintiff at this time; but their true names, or status as a proper party, will be substituted by amendment when later identified.

16. The Attorney Defendants, Clinic Defendants, and the Fictitious Parties shall be collectively referred to as the “Defendants.”

IV. STATEMENT OF FACTS

17. Defendants conspired to carry out a scheme where recent automobile accident victims (“accident victims”) would be deceived into receiving “free” treatment at one of several clinics under their control.⁵ Unbeknownst to the accident victims, the treatment was designed – not for their own health and well-being – but to maximize the settlement value of their accident in pre-suit settlement negotiations (those negotiations to be conducted by law firm pre-selected by SAMR as part of the scheme). Rather than “free” treatment, the accident victims’ settlements were encumbered by inflated medical liens.

18. In furtherance of the scheme, the Defendants obtained contact information for the accident victims and conducted misleading “cold calls” to deceive the accident victims into reporting to SAMR located at 3202 Old Shell Road, Mobile, Alabama. SAMR’s name was purposefully created to cause confusion between it and local medical provider University of South Alabama/USA Health. For a period of time, SAMR also falsely and deceptively held itself out a chiropractic clinic.⁶ Defendant Loveless was responsible for medical staff

⁵ SAMR operates in Mobile County. Upon information and belief, the Defendants also operate entities equivalent to SAMR in Montgomery, Homewood, and Huntsville.

⁶ See Exhibit 1, November 18, 2024 cease and desist letter.

management at SAMR and additionally instructed non-licensed chiropractors to engage in therapeutic chiropractic techniques. Upon information and belief, Defendant Plambeck had overall hiring authority at SAMR. Defendant Wilson was the clinic manager and amongst other duties, functioned as liaison with the Runner Defendants, and acted as the “salesperson” for the Attorney Defendants.

19. In the cold calls made by the Runner Defendants, the accident victims were made to believe that the caller was their “patient insurance advocate” and/or a similar title. The accident victims were variously led to believe that this “patient insurance advocate” was either from their own or from the tortfeasor’s insurance company. The “patient insurance advocate” promised the accident victims “free” medical treatment. The “patient insurance advocate” would also firmly state that the accident victims “had” to report to the 3202 Old Shell Road as “the sooner you come in the better the treatment.” If asked for their actual name, the “patient insurance advocate” would provide a false name.

20. The Runner Defendants would schedule the appointment with the accident victims and then communicate that information to the Clinic Defendants via the Signal messaging app. The Clinic Defendants knowingly accepted the benefit of those deceptive practices and/or, on knowledge and believe, assisted in the development the deceptive practices employed by the Runner Defendants.

21. Once at the clinic, SAMR and/or Wilson misrepresented the nature and the quality of the services provided, including, but not limited to, the misrepresentations that the treatment was “free,” that they would not be billed for “biofreeze” (when in fact they were), that the treatment was appropriate for the injuries suffered, and withheld from the accident

victims their relationship with the Attorney Defendants as well as the supervisory authority the Attorney Defendants had over the medical treatment provided and/or available. In fact, some accident victims were left with undiagnosed injuries (such as ruptured or cracked vertebrae and/or meniscus tears) well into the course of “treatment” as it was not the standard practice of SAMR to obtain x-rays or MRI for accident victims without special approval of the Attorney Defendants.

22. Additionally, on its website SAMR provided false statements that the lead medical service provider was a doctor. The website also misrepresents that SAMR conducted thorough evaluations and assessments. Instead, what accident victims received was a one-size-fits-all course of treatment which included a track bed, water bed, stretching, hot/cold therapy, and TENS stimulation. At least one accident victim whose pain persisted throughout the “treatment” pled for an x-ray and/or MRI; her request was denied by Defendants “until we see if the [SAMR brummagem, cookie-cutter] treatment works.”

23. The accident victims are also deceived and/or mislead, through actions and omissions, by Defendants that insurance coverage was not being employed for the “treatment.” Defendant Wilson, when confronted by an attorney, admitted that SAMR “does not bill insurance companies.” Instead, accident victims are scammed into assuming legal responsibility for medical bills based on the grossly inflated rate of \$800/hour for a nurse practitioner.

24. Having received the first course of “treatment,” and now under duress to complete the necessary steps to obtain “free” treatment, the accident victims were next presented with an attorney representation fee agreement (“fee agreement”) from one of the Attorney

Defendants. Part of that duress is manifest in the accident victims being required to sign a “Patient Acknowledgement” which expressly (and falsely) denies that they were solicited by someone purporting to be a “patient insurance advocate”:

Patient Acknowledgement

I understand that I was contacted by a representative on behalf of **South Alabama Medical & Rehab**, and I was not contacted by any insurance company or agency, nor government agency or Hospitals. **I also understand that the first consultation will be provided to me at no cost.** As a result, I decided to make an appointment with **South Alabama Medical & Rehab** for the concern of my own health. Below is proof that I have read and understand the statement above.

(See Exhibit 2 – SAMR patient acknowledgement)

25. The Clinic Defendants placed additional pressure on the patients by telling them that the fee agreement was “time sensitive” and/or that the law firm was running a “special” where the contingency fee was at a reduced rate which would shortly become unavailable. Thereafter, a phone call was made to the Attorney Defendants by SAMR personnel. Defendant Dolinsky was a participant in a number of these calls and concealed from the accident victim that he was not licensed to practice law in the state of Alabama. Likewise, Defendant Baker and/or Defendant VLG were also phone call participants on at least one occasion and likewise concealed the relationship/scheme from the accident victim.

26. To facilitate the deceptive scheme, Defendant Tolliver intentionally lent her identity as a licensed Alabama attorney to Defendants DLG and Dolinsky as “cover” that the firm (and its website) was qualified to conduct legal practice within the state of Alabama and had full knowledge that Defendants Dolinsky and/or other Defendant DLG personnel were personally soliciting and/or interacting with the accident victims at SAMR.

27. Facing a fork in the road, accident victims are faced with either engaging the Attorney Defendants or retaining their own counsel.

28. If accident victims choose one of the Attorney Defendants, upon information and belief, the attorneys – without any express limitation on services within the fee agreement – will only conduct pre-suit settlement negotiations and will not file suit; in part because filing suit would bring the litany of the Defendants’ deceptions to light – most prominently the “treatment” provided by SAMR.

29. Moreover, Defendants DLG, Dolinsky, and/or other Defendants drafted a fee agreement wherein the accident victim – who likely is not sophisticated enough to understand – is required to expressly disclaim – for the second time – the very solicitation and undue influence which has taken place:

NON-SOLICITATION: The client chose to retain the services of the DOLINSKY LAW GROUP with no undue influence or promises. The client's initials indicate that they acknowledge that they were not solicited or promised anything by the DOLINSKY LAW GROUP prior to choosing them as my legal representative.

(See Exhibit 3 – DLG fee agreement)

30. Should the accident victim opt not to retain the Attorney Defendants, then independently retained counsel is presented with a “Medical Provider Lien” from SAMR which expressly misrepresents that services from a “doctor” have been rendered.⁷ At no time relevant did SAMR have a doctor on staff.⁸ Furthermore, upon information and belief, the Defendants will not negotiate the “Medical Provider Lien,” putatively in an attempt to thwart independently retained counsel the ability to handle the case as it is encumbered

⁷ See Exhibit 4 – Medical Provider Lien

⁸ See Exhibit 5 – Website Pages

with a fraudulently inflated “medical lien” which renders it economically impossible to settle. The Defendants thereby constructed a scenario to hold the accident victims hostage to the Attorney Defendants.

31. Additional violations of the DTPA include, at least on one occasion Defendant DLG and/or Dolinsky – despite being terminated by the accident victim client – fraudulently continuing to negotiate on behalf of the former client; and at least one instance of Defendant DLG and/or Dolinsky settling an accident victim’s claim in April 2025 without the knowledge and/or authorization of the client and failing to tender any settlement monies to the client. Most troubling is the fact that a forged client “endorsement” appears on the settlement check.

IV. CAUSES OF ACTION

32. Given the above paragraphs and under the authority conferred upon it by State law, the State alleges that the Defendants committed the following acts in violation of State law.

Deceptive Trade Practices Violations **Count One**

33. The State adopts and incorporates its introduction, statement of facts, and paragraphs 1-32 as if fully alleged herein.

34. Through the actions outlined, *supra*, the Defendants engaged in unconscionable behavior, and/or intentional acts of deceit and/or fraud, and/or intentionally caused confusion and misunderstanding, and/or engaged in a course of false, misleading, deceptive, and/or coercive acts designed to manipulate the accident victim consumers to

(1) treat at SAMR and/or (2) retain the Attorney Defendants as counsel for their accidents. Through this course of conduct, the Defendants violated the Deceptive Trade Practices Act thusly by:

- a) Causing confusion or misunderstanding as to the source, sponsorships, approval, or certification of goods or services. (§ 8-19-5 (2));
- b) Causing confusion or misunderstanding as to the affiliation, connection, or association with, or certification by another, provided that this section shall not prohibit the private labeling of goods or services. (§ 8-19-5 (3));
- c) Using deceptive representations or designations of geographic origin in connection with goods or services. (§ 8-19-5 (4));
- d) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have. (§ 8-19-5 (5));
- e) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. (§ 8-19-5 (7));
- f) Advertising goods or services with intent not to sell them as advertised. (§ 8-19-5 (9));
- g) Making a false or misleading statement of fact concerning the reasons for, existence of, or amounts of, price reductions. (§ 8-19-5 (11));
- h) Knowingly making false or misleading statement of fact concerning the need for parts, replacement, or repair service. (§ 8-19-5 (13));

- i) Misrepresenting the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction (§ 8-19-5 (14));
- j) Intentionally misrepresenting that a warranty or guarantee confers or involves certain rights or remedies. (§ 8-19-5 (21));
- k) Engaging in a scheme or artifice to defraud by telephone communication. For purposes of this subdivision, a "scheme or artifice to defraud" means a systematic, ongoing course of conduct with the specific intent to defraud one or more persons in order to obtain property from that person by a telephone communication; and "telephone communication" means the transmission of information by the use of the telephone, with the specific intent of defrauding a person by a material misrepresentation and obtaining property from that person as a result of the fraud. (§ 8-19-5 (25));
- l) Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of its trade (§ 8-19-5 (27)).

VI. PRAYER FOR RELIEF

- 35. The State adopts and incorporates the introduction and paragraphs 1-34 as if fully alleged herein.
- 36. The State prays for the following relief:
 - a) declaratory judgment that Defendants have violated one or more provisions of Alabama's Deceptive Trade Practices Act;

- b) temporary, preliminary, and permanent injunctive relief as authorized by Alabama Code § 8-19-8;
- c) Suspension and/or revocation of licenses and/or certificates under § 8-19-8(c);
- d) penalties under Alabama Code § 8-19-11;
- e) attorneys' fees and costs under Alabama Code § 8-19-11;
- f) and any other appropriate relief as this Honorable Court deems just and proper.

VII. REQUEST FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION

37. The State adopts and incorporates its introduction, statement of facts, and paragraphs 1-36 as if fully alleged herein.

38. Whenever the District Attorney has reason to believe that any person has engaged in, is engaging in, or is about to engage in any unlawful trade practice, the District Attorney may seek to restrain those acts or practices by requesting temporary, preliminary, and permanent injunctive relief. *See* Ala. Code § 8-19-8(a). Fitting squarely within this framework is the above-outlined scheme/practice designed to manipulate the accident victim consumers to (1) treat at SAMR and/or receive improper, limited, inappropriate, and/or inadequate treatment, and/or (2) retain the Attorney Defendants. Despite local media exposure of the scheme, the Defendants have continued the scheme unabated. Thus, to ensure that the Defendants are no longer able to exploit these victims, this Court must enter a temporary restraining order halting the illicit business practices of the Defendants. If unabated the accident victims/consumers of Mobile County will continue to be subject to

practices which endanger their health and wellbeing and their legal rights, including the right to compensation for their injuries and their personal right to access the court system.

39. Prior to the bringing of this action, the State has given the Defendants a reasonable opportunity to appear and resolve the dispute to the parties' satisfaction. State also tendered pre-suit subpoenas to provide information as to the alleged violations, and those subpoenas were not fully complied with despite providing additional time. Upon information and belief, the State believes that some and/or all of the Defendants design quickly to depart from this state or to remove their property therefrom, or to conceal themselves and/or their property from this State.

A. The State Can Meets Its Burden to Obtain a TRO

40. Under Rule 65 of the Alabama Rules of Civil Procedure, the State must show the following before this Court can issue a temporary restraining order:

- 1) That the State, on behalf of its citizens, would suffer immediate and irreparable harm if the TRO is not issued;
- 2) That the State has no adequate remedy at law;
- 3) That the State has at least a reasonable chance of success on the merits; and
- 4) That the hardship imposed on the Defendants by the issuance of the TRO would not unreasonably outweigh the benefit accruing to the State.

See Lott v. Eastern Shore Christian Ctr., 908 So. 2d 922, 027 (Ala. 2005). The State can satisfy each of these elements in this case.

i. The State Will Suffer Immediate and Irreparable Harm If This Court Does Not Issue a Temporary Restraining Order

41. On behalf of its citizens, the State brings this motion to immediately halt the Defendants' scheme/practice designed to manipulate the accident victim consumers to (1) treat at SAMR and/or (2) retain the Attorney Defendants and/or functional equivalents. Allowing the Defendants to continue this practice for one more day further expands the numbers of county residents who are being denied proper medical evaluation and/or have been deceived and/or placed under duress and made to sign legal agreements and/or to have their legal claims disposed without their consent. Moreover, no good purpose could be served by requiring the State to give notice of this action to the Defendants as the Defendants have previously been placed on notice concerning these violations and remain recalcitrant in their conduct.

ii. The State Has No Other Adequate Remedy At Law

42. The State has no adequate remedy at law. The State is seeking temporary, or alternatively, preliminary injunctive relief to stop the Defendants engaging in this scheme. If the Defendants are allowed to continue to operate, they would continue violating the law, and more importantly, they would continue deceiving the public for profit. For these reasons, future legal relief in the form of an order requiring the Defendants to pay damages and penalties is insufficient.

iii. The State Has A Reasonable Chance Of Success On The Merits

43. The State is likely to prevail on its claims under the Deceptive Trade Practices Act. To prove a claim under the Deceptive Trade Practices Act, the State must prove only one of the following accusations, that the Defendants are:

- a) Causing confusion or misunderstanding as to the source, sponsorships, approval, or certification of goods or services. (§ 8-19-5 (2));
- b) Causing confusion or misunderstanding as to the affiliation, connection, or association with, or certification by another, provided that this section shall not prohibit the private labeling of goods or services. (§ 8-19-5 (3));
- c) Using deceptive representations or designations of geographic origin in connection with goods or services. (§ 8-19-5 (4));
- d) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have or that a person has sponsorship, approval, status, affiliation, or connection that he or she does not have. (§ 8-19-5 (5));
- e) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another. (§ 8-19-5 (7));
- f) Advertising goods or services with intent not to sell them as advertised. (§ 8-19-5 (9));
- g) Making a false or misleading statement of fact concerning the reasons for, existence of, or amounts of, price reductions. (§ 8-19-5 (11));
- h) Knowingly making false or misleading statement of fact concerning the need for parts, replacement, or repair service. (§ 8-19-5 (13));
- i) Misrepresenting the authority of a salesperson, representative, or agent to negotiate the final terms of a transaction (§ 8-19-5 (14));

- j) Intentionally misrepresenting that a warranty or guarantee confers or involves certain rights or remedies. (§ 8-19-5 (21));
- k) Engaging in a scheme or artifice to defraud by telephone communication. For purposes of this subdivision, a "scheme or artifice to defraud" means a systematic, ongoing course of conduct with the specific intent to defraud one or more persons in order to obtain property from that person by a telephone communication; and "telephone communication" means the transmission of information by the use of the telephone, with the specific intent of defrauding a person by a material misrepresentation and obtaining property from that person as a result of the fraud. (§ 8-19-5 (25));
- l) Engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of its trade (§ 8-19-5 (27)).

44. Here there is no colorable legal theory wherein Defendants may engage in the outlined scheme. The Defendants know this. However, the deception is calculated to prey upon unsuspecting and unsophisticated consumers who are having their medical safety and legal right consistently placed in danger for the financial gain of the Defendants.

iv. The Hardship That Would Be Imposed On The Defendants Does Not Outweigh The Benefit Accruing To The State

45. The State's priority in this case is to stop the Defendants' unlawful conduct. A temporary restraining order is the most efficient way to achieve this goal. If this Court issues the TRO, the Defendants' businesses will no longer be able to engage in this scheme. The only hardship that will be suffered by the Defendants is that they will no longer be

able to engage in an illegal practice. This hardship does not outweigh the benefit that will accrue to the State if this Court issues a temporary restraining order.

B. Injunctive Relief Sought

46. The State respectfully requests that this Court issue an order temporarily, and after a showing of adequate evidence, permanently:

- a) Enjoining the Defendants, their agents, servants, employees, successors or assigns, and all persons acting in concert and participation with them, directly or indirectly, through any corporate device, partnership, or other association, under their name or any other name, from engaging in the acts and practices about which the State complains;
- b) Enjoining the Defendants from telephonically soliciting accident victims in the State of Alabama;
- c) Enjoining the Defendants from providing medical services to individuals who are telephonically solicited in the State of Alabama;
- d) Enjoining the Defendants from providing legal services to individuals in the State of Alabama who were telephonically solicited and/or solicited by medical personnel;
- e) Enjoining the Defendants from tendering “Medical Provider Liens” which expressly misrepresents that services from a doctor have been rendered if a doctor has not rendered such services;
- f) Enjoining the Defendants from tendering any “Patient Acknowledgement” which expressly denying they were solicited under the guise of insurance;
- g) Enjoining the Defendants from tendering legal representation agreements containing non-solicitation clauses/disclaimers.
- h) Mandating that the Clinic Defendants prominently post notice on the premise that:
 - i. The patient has the right to have eligible costs covered by insurance but the clinic chooses not to submit to insurance;
 - ii. The patients are not immediately afforded x-rays, scans, and/or other diagnostics and that this may be detrimental to their health and wellbeing;

- iii. That there is no doctor on duty with the clinic;
 - iv. That the services provided are more limited than what is available with other medical and that those limitations may be detrimental to the patient's health and well-being;
 - v. That the clinic and/or the clinic's non-medical associates paid for the telephone solicitation they received and that the clinic is not associated with insurance.
- i) Pursuant to Code § 8-19-8, appoint master or receiver and/or order sequestration of assets whenever it shall appear that the Defendant threatens or is about to remove, conceal, or dispose of his property to the damage of persons to whom restoration would be made.
 - j) Other such restrictions and/or equitable remedies as the Court may find appropriate to address the complained of conduct.

Respectfully submitted this 23rd day of August, 2025,

Keith M. Blackwood
District Attorney

/s/ Clay T. Rossi
Clay T. Rossi (ROS045)
Assistant District Attorney

Mobile County District Attorney's Office
Mobile Government Plaza
205 Government Street, Suite C-701
Mobile, AL 36644-2501
clayrossi@mobileda.org

VERIFICATION

I, Clay Rossi, declare as follows:

- A. I am an Assistant District Attorney in the Mobile County District Attorney's Office.
- B. The District Attorney' s Office has conducted a thorough investigation of the facts described in this Complaint, and the factual statements that are described and asserted are based upon that investigation.
- C. I verify under penalty of perjury under the laws of the State of Alabama that the factual statements in this Complaint are true and correct to the best of my knowledge .

Executed this the 23rd day of July, 2025.

/s/ Clay T. Rossi
CLAY T. ROSSI
Assistant District Attorney

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