

STATE OF NORTH CAROLINA
COUNTY OF DURHAM

FILED

THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION

Case No. 24CVS 1007

2024 FEB 12 P 3:48

DURHAM CO. C.S.C

RODNEY R. ROGERS;

BY

cm

Plaintiff

v.

BLUE CROSS AND BLUE SHIELD OF
NORTH CAROLINA.

Defendant.

COMPLAINT

Jury Trial Demanded

Plaintiff, Rodney R. Rogers brings this Complaint against Defendant BCBS NC LIFE INSURANCE COMPANY, and sets forth the following:

PARTIES, JURISDICTION AND VENUE

1. Rodney Rogers is a citizen of the State of North Carolina, residing in Timberlake, Person County, North Carolina.
2. Defendant Blue Cross and Blue Shield of North Carolina ("BCBS NC" or "Defendant"), was and is an insurance company organized and existing under the laws of the State of North Carolina, with its principal place of business in Durham, Durham County, North Carolina.

3. This Court has jurisdiction over the parties and over the subject matter in this Complaint in accordance with the laws of North Carolina, including, *inter alia*, N.C.G.S. §1-75.4.

4. Venue in this court is proper in accordance with the laws of North Carolina, including, *inter alia*, N.C.G.S. § 1-82.

FACTUAL BACKGROUND OF CLAIMS ASSERTED

5. At all times relevant to this action, Rodney Rogers has been insured under a health insurance policy or policies issued by BCBS NC (hereinafter, the "Policy" or "Insurance Policy").

6. At all times relevant to this action, Mr. Rogers has been a covered "member," as that term is defined in the Policy.

7. Mr. Rogers has been insured under the Policy since approximately 2014.

8. The Policy provides that BCBS NC will cover or reimburse "members" and/or other eligible beneficiaries for medically necessary care or treatment.

9. At all times relevant to this action, Mr. Rogers has been entitled to receive coverage and/or reimbursement for medically necessary care or treatment from the Policy.

10. BCBS NC pays benefits for services covered under the Policy after claims are incurred and covered services have been provided to the beneficiary.

11. The Policy provides coverage for medically necessary nursing services provided in the patient's home.

12. Rodney Rogers is 52 years of age.

13. Mr. Rogers is approximately 6' 8" tall.
14. Mr. Rogers weighs approximately 240 pounds.
15. Mr. Rogers experienced a spinal cord injury in 2008.
16. Since 2008, Mr. Rogers has been a quadriplegic.
17. Since 2008, Mr. Rogers has been dependent on a ventilator with a diaphragmatic pacer to breathe.
18. Mr. Rogers relies on a gastric tube for his sustenance and to receive medication.
19. Mr. Rogers's diagnoses include: ventilator dependent quadriplegia following spinal cord injury, chronic osteomyelitis, diabetes myelitis, recurrent cholecystitis, and recurrent sepsis.
20. Since his injury in 2008, Mr. Rogers has required specialized and in-home medical care.
21. From the date he became covered under the Policy through December 2022, BCBS NC approved and paid for the nursing care Mr. Rogers received at his home.
22. Since before he enrolled in the BCBS NC policy, Mr. Rogers has suffered from certain medical issues that are constant, unremitting and present every day of his life. For example:
 - a. Mr. Rogers is unable to move, walk or bear weight.
 - b. Mr. Rogers is unable to clear his oral and tracheal secretions without medical intervention and assistance.

c. Mr. Rogers is dependent on life-sustaining medical equipment, including a ventilator and feeding tubes.

23. To breathe, Mr. Rogers depends on a tracheostomy, tracheostomy tubes, a ventilator, and a diaphragmatic pacemaker.

24. Mr. Rogers is unable to clear his oral and tracheal secretions without medical intervention and assistance.

25. Certain other medical issues and needs of Mr. Rogers, though critical and sure to occur, may change or may wax and wane from hour-to-hour, day-to-day or month-to-month.

26. If Mr. Rogers's tracheostomy malfunctioned, he would be unable to breathe and would die.

27. If Mr. Rogers's ventilator malfunctioned or became unavailable, he would be unable to breathe and would die.

28. From time to time, Mr. Rogers experiences mucus plugs that form in his airways and impede his breathing.

29. If Mr. Rogers's mucus plugs are not readily identified and treated, Mr. Rogers would be unable to breathe and would die.

30. Mr. Rogers's medical conditions require that his airway(s) be suctioned multiple times per day on many, if not all days.

31. Mr. Rogers regularly requires emergency trach-tube replacement.

32. If Mr. Rogers's feeding tube malfunctioned or became blocked, he would be unable to take in nutrition.

33. Mr. Rogers's varying and emergent medical needs require nursing care and attention.

34. Mr. Rogers is dependent on nursing care and close surveillance for his life sustaining and corrective medical care.

35. The medical records and information Mr. Rogers has provided to BCBS NC demonstrate his need for on-going in-home nursing care for a number of reasons, including those listed above and, *inter alia*:

- a. Constant monitoring for wheezing, hypoxia, respiratory congestion, signs of respiratory distress;
- b. Immediate and emergent action to address any of the foregoing signs or symptoms as they occur;
- c. Regular tracheostomy care;
- d. Regular tracheal, oropharyngeal and nasopharyngeal suctioning;
- e. Regular positioning and repositioning of Mr. Rogers's body;
- f. Regular monitoring of Mr. Rogers's blood pressure and adjustment of medications to regulate the same;
- g. Regular monitoring of Mr. Rogers's entire integumentary system for signs of infection and sores and prompt treatment, if needed; and
- h. Ensuring that all of Mr. Rogers's life-sustaining equipment is functioning properly.

36. Mr. Rogers provided BCBS NC with medical reports describing his conditions referenced above.

37. Without devoted and attentive nursing care, Mr. Rogers is at serious risk for significant medical complications, including further serious injury and death.

38. In October of 2022, Mr. Rogers underwent surgery to repair a perforation of his stomach.

39. In the fall of 2022 Mr. Rogers developed septic arthritis in his hip.

40. In December 2022, Mr. Rogers's medical providers sought precertification for the in-home nursing care they had been and intended to continue providing to Mr. Rogers.

41. On December 22, 2022, BCBS NC denied coverage for nursing care, alleging that the nursing care "does not meet the definition of Medical Necessity found in the member's benefit booklet."

42. BCBS NC's December 22, 2022 denial alleged Mr. Rogers' condition was "stable," that his "care does not require a skilled nurse, and can be provided by a trained family member or caregiver."

43. BCBS NC's decision(s) to deny Mr. Rogers's claims for in-home nursing care were not the product of careful consideration or assessment of Mr. Rogers's medical condition and medical needs.

44. BCBS NC has not cited any change or improvement in Mr. Rogers's medical condition that would indicate that in-home nursing care is no longer required to treat Mr. Rogers's medical condition, even though it had deemed such services "medically necessary" for approximately nine years.

45. Subsequent to BCBS NC's initial denial, Mr. Rogers provided BCBS NC with letters from his treating providers confirming that in-home nursing care is medically necessary for Mr. Rogers, including letters from:

- a. Malcolm DeBaun, MD of DukeHealth;
- b. Brock Bowman, MD at the Sheperd Center;
- c. Edward Furguson Hendershot, MD of DukeHealth;
- d. Christian Alexander Pean, MD of DukeHealth;
- e. Rushad D. Schroff, MD of Duke Health;
- f. Jacob A. Greenberg, MD, EDM of Duke University Department of Surgery.

46. For one example, Dr. Alexander Pean's February 21, 2023 letter states, in relevant part, that:

[Mr. Rogers]... is very frail with multiple complex respiratory and infectious needs. He requires wound dressing changes, attentiveness to his feeding schedule, respiratory needs, and he has a history of recurrent infections sometimes resulting in sepsis. In my opinion his care warrant[s] skilled nursing to the maximum extent possible. He is still at continued risk for infection[,] falls and complications related to his chronic osteomyelitis and this is further complicated by his paralysis. Without skilled nursing care, it is likely that his status could quickly deteriorate and place him at risk for morbidity and mortality. His needs are far beyond those that could be fulfilled by a family member caregiver. There are a few patients that warrant skilled nursing care daily, however Mr. Rogers in my opinion is one of them.

47. For another example, Dr. Brock Bowman's February 20, 2023 letter states, in relevant part, that Mr. Rogers "has a cardiac maker to address arrhythmias that can stop his heart if mucous plugs are not able to be cleared within a few minutes..."

His care has not stabilized nor become custodial [in the past year] but has become more medical.”

48. Despite having received these medical reports from Mr. Rogers’s treating physicians, BCBS NC has continued to deny Mr. Rogers’s claims for in-home nursing care, just as he’s always had and just as BCBS NC had always covered.

49. Mr. Rogers was admitted to the intensive care unit at Duke University Hospital from February 24, 2023 through March 4, 2023.

50. Mr. Rogers was admitted to the intensive care unit at Duke University Hospital from February 24, 2023 to be treated for septic shock, metabolic acidosis, hyponatremia, acute kidney injury, urinary tract infection, and cardiac tamponade requiring pericardiocentesis.

51. Mr. Rogers was discharged to his home on March 4, 2023.

52. On March 24, 2023, Mr. Rogers’s provider submitted a new claim for precertification of ongoing private duty nursing services.

53. On March 29, 2023, BCBS NC denied this second claim, stating “In this case, while the member’s needs are complex, it appears that the member’s condition is stable, the caregivers have been trained, the care does not require a skilled nurse, and the member does not meet policy criteria for coverage.”

54. Since December 22, 2022, BCBS NC has denied each of Mr. Rogers’s attempts to reinstate his Policy benefits for the medically necessary nursing care his doctors have recommended and that he continues to receive.

55. BCBS NC's decisions to deny each of Mr. Rogers's continued claims for in-home nursing care were not the product of careful consideration of Mr. Rogers's medical condition and needs.

56. BCBS NC does not provide any medical basis or support other than its self-authored "Blue Cross NC Corporate Medical Policy: Private Duty Nursing Service" for its conclusion that a medically "stable" individual could not require in-home nursing care.

57. Blue Cross NC Corporate Medical Policies (hereafter "Corporate Medical Policy" or "Corporate Medical Policies") are documents created by BCBS NC.

58. The criteria in the "Corporate Medical Policies" were created by BCBS NC.

59. The criteria in the "Corporate Medical Policies" are not found in Mr. Rogers's BCBS NC Insurance Policy.

60. BCBS NC's reliance on its own "Corporate Medical Policies" is erroneous, self-serving, and in violation of BCBS NC's Insurance Policy covering Mr. Rogers.

61. On January 1, 2023, BCBS NC amended its Corporate Medical Policy regarding Private Duty Nursing Services to support its denial of Mr. Rogers's claim.

62. BCBS NC relies on its self-drafted and edited Corporate Medical Policies to support its erroneous conclusion that that nursing care is not needed for services such as: (1) recognizing symptoms of infection and taking emergency corrective action; (2) recognizing symptoms of respiratory congestion and taking emergency corrective action; (3) recognizing the need for emergency trachea-tube replacement completing the same; and (4) monitoring Mr. Rogers's life-sustaining equipment (including, *inter*

alia, his ventilator, tracheostomy and gastrostomy tube) to ensure that it is functioning properly.

63. BCBS NC's denials of care for Mr. Rogers are not based upon qualified medical opinion and sound medical evidence, but rather on its own, self-serving pecuniary interests and its self-authored "Corporate Medical Policies."

64. BCBS NC refused to consider or accord any weight to Mr. Rogers's medical providers' records of real-time documentation of the regular and emergent steps taken by skilled nursing staff to address Mr. Rogers's multitude of conditions and prevent further deterioration of his condition in its decision.

65. On information and belief, BCBS NC did not have Mr. Rogers's claims or appeals reviewed by an appropriate and qualified physician.

66. On information and belief, BCBS NC did not conduct an appropriate or qualified medical professional review of Mr. Rogers's claims.

67. BCBS NC's denial letters do not state why it covered Mr. Rogers's in-home nursing care for approximately nine years, but suddenly determined that in-home nursing care was no longer medically necessary for Mr. Rogers.

68. Since BCBS NC first covered Mr. Rogers' in-home nursing care services, Mr. Rogers has experienced no overall medical improvement in his condition that would explain why in-home nursing care suddenly became unnecessary for him.

69. BCBS NC's decisions to deny Mr. Rogers's continuing claims were and are born of pecuniary, corporate self-interest.

70. BCBS NC's denials and stated bases for its denial decisions were wrong, confusing, ambiguous, and unclear.

71. BCBS NC internally recognized Mr. Rogers's claims for in-home nursing care as valid but refused to pay them.

CLAIMS FOR RELIEF

COUNT ONE **Breach of Contract**

72. Plaintiff incorporates paragraphs 1 through 71 as though fully set forth herein.

73. At all times alleged above, BCBS NC was Mr. Rogers' insurer and had a contractual obligation to Mr. Rogers under the Policy.

74. Mr. Rogers's coverage under the Policy was binding and enforceable and made for good and valuable consideration.

75. At all times relevant hereto Mr. Rogers complied with his obligations under the Policy.

76. By failing and refusing to provide benefits to Mr. Rogers for covered services, BCBS NC has materially breached the Policy.

77. As a direct and proximate result of BCBS NC's breach of contract, Mr. Rogers has suffered damages as set forth below, the amount to be established at trial.

78. As a direct and proximate result of BCBS NC's breach of contract, Mr. Rogers is entitled to recover all damages legally allowable and in an amount greater than \$25,000, to be established at trial.

COUNT TWO
Unfair and Deceptive Trade Practices

79. Plaintiff incorporates paragraphs 1 through 78 as though fully set forth herein.

80. BCBS NC engages in substantial commerce in North Carolina with said commerce including but not limited to health insurance claims services.

81. BCBS NC's conduct alleged herein, was, at all times relevant hereto, in or affecting commerce in the state of North Carolina.

82. BCBS NC's conduct constitutes unfair claims settlement practices in violation of one or more subparts of N.C. Gen. Stat. §§ 58-63-15(11) including:

- a. Misrepresenting pertinent facts or policy provisions related to Mr. Rogers's coverages at issue;
- b. Failing to acknowledge and act reasonably promptly upon communications with respect to Mr. Rogers's claims arising under the pertinent insurance policies;
- c. Failing to adopt and implement reasonable standards for the prompt investigation of Mr. Rogers's claims arising under the pertinent policies;

- d. Refusing to pay Mr. Rogers's claims without conducting a reasonable investigation based upon all available information;
- e. Not attempting in good faith to effectuate prompt, fair and equitable settlement of Mr. Rogers's claims in which liability has become reasonably clear; and
- f. Failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of Mr. Rogers's claims or for the offer of any compromise settlement.

83. For one example, BCBS NC has misrepresented the provisions of the Policy by basing its denial on its own, self-serving "Corporate Medical Policies" rather than the terms of the Insurance Policy itself.

84. For another example, BCBS NC has failed to respond to Mr. Rogers's requests for documents related to his claims and BCBS NC's denials of those claims.

85. For another example, BCBS NC has failed to conduct a reasonable investigation of Mr. Rogers's claims by relying on its self-drafted, self-serving, "Corporate Medical Policies" rather than the sound medical evidence and opinion of Mr. Rogers's treating physicians.

86. For another example, BCBS NC has failed to conduct a reasonable investigation of Mr. Rogers's claims by relying on the medical opinion of individuals who had never treated Mr. Rogers rather than the sound medical evidence and opinion of Mr. Rogers's treating physicians.

87. For another example, BCBS NC has failed to conduct a reasonable investigation of Mr. Rogers's claims by relying on the medical opinions of biased, in-house medical reviewers rather than the sound medical evidence and opinion of Mr. Rogers's treating physicians.

88. On information and belief, BCBS NC has committed further unfair claims settlement practices that will be discovered during litigation and proven at trial.

89. BCBS NC has committed the above-described unfair claims settlement practices with such frequency as to indicate a general business practice under N.C.G.S. § 58-63-15(11).

90. For one example, on information and belief, BCBS NC has a general business practice of basing claims decisions on the criteria in its self-serving "Corporate Medical Policies" rather than on the terms of the relevant policy or the claimant's specific medical needs.

91. For another example, on information and belief, BCBS NC has a general business practice of basing claims decisions on its own, hired, non-examining medical doctors, just as BCBS NC did here.

92. BCBS NC's conduct constitutes *per se* violations of N.C. Gen.Stat. § 75-1.1 *et seq.*

93. BCBS NC's conduct was immoral, oppressive, unscrupulous and/or substantially injurious to consumers, including to Mr. Rogers.

94. Separate and apart from any violation by BCBS NC of the provisions of N.C.G.S. § 58-63-15(11), any or all of BCBS NC's' actions described in this complaint

and to be shown at trial violate North Carolina's Unfair and Deceptive Trade Practices Act.

95. BCBS NC's conduct described herein adversely affects commerce in the state of North Carolina.

96. BCBS NC's conduct described herein constitutes unfair and deceptive acts affecting commerce and offending public policy in the state of North Carolina.

97. As a direct and proximate result of BCBS NC's unfair and/or deceptive conduct and/or trade practices, Mr. Rogers has suffered damages as set forth below, the amount to be established at trial.

98. In addition to damages set forth herein, Mr. Rogers is entitled to recover treble damages pursuant to N.C. Gen.Stat. § 75-16.

99. As a direct result of Defendant's unfair and/or deceptive conduct and/or trade practices, Mr. Rogers was obligated to retain attorneys to represent his interests in this matter, to whom he has agreed to pay reasonable attorneys' fees and costs.

100. BCBS NC has refused, in an unjust and unwarranted matter, to resolve this matter, and therefore, Mr. Rogers is entitled to recover a reasonable attorney's fee from BCBS NC pursuant to N.C.Gen.Stat. § 75-16.1.

101. As a direct and proximate result of BCBS NC's unfair and/or deceptive conduct and/or trade practices, Mr. Rogers is entitled to recover all damages legally allowable and in an amount greater than \$25,000, to be established at trial.

COUNT THREE
Common Law Tortious Bad Faith

102. Plaintiff incorporates paragraphs 1 through 101 as though fully set forth herein.

103. BCBS NC owes a duty of good faith and fair dealing to Mr. Rogers and to all beneficiaries of the Policy.

104. BCBS NC's required duty of good faith and fair dealing, includes, *inter alia*:

- a. the duty to credit substantial and reliable evidence of the medical necessity of the claimed services in the absence of credible contrary evidence;
- b. the duty to review the evidence as a whole and not to selectively review the evidence;
- c. the duty not to consult biased medical personnel whom BCBS NC suspects, knows or should know would render opinions favorable to BCBS NC;
- d. the duty not to rely on internally created and/or flawed medical reviews;
- e. the duty to fully and fairly investigate the claim;
- f. the duty to consider Mr. Rogers's interests under the Policy at least equal, if not higher than its own;

- g. the duty to design and conduct the entire claims review process not for the biased purpose of obtaining documentation to support the adverse claim decision;
- h. the duty to design and conduct the claims review in a manner not calculated to reach and uphold a pre-ordained desired result of denying Mr. Rogers's claims;
- i. the duty to fairly and adequately evaluate Mr. Rogers's medical conditions;
- j. the duty to properly consider and credit the medical opinions of Mr. Rogers's treating physicians absent any credible, contrary evidence or medical examination of Mr. Rogers;
- k. the duty to provide Mr. Rogers with reasonable access to the claims file and all information BCBS NC considered, generated, or obtained in administering the claim.

105. BCBS NC, for several years, had determined that in-home nursing care was necessary to treat Mr. Rogers's medical condition.

106. BCBS NC, for several years, had determined that in-home nursing care was a covered service under the Policy.

107. BCBS NC, for several years, determined that up to twenty-four hours per day of in-home nursing care was a covered service under the Policy.

108. Despite a deterioration in Mr. Rogers's medical condition, and without any rational basis, BCBS NC reversed its determination of Mr. Rogers's need for nursing

care and suddenly began alleging that the care Mr. Rogers had been receiving was not medically necessary.

109. BCBS NC's denial of benefits was not the result of honest disagreement or innocent mistake, but, rather, was the result of BCBS NC's oppression, reckless indifference, malice, willfulness, gross negligence and/or fraud, without regard for the consequences of its actions.

110. BCBS NC's tortious misconduct is evidenced by BCBS NC's:

- a. Imposition of requirements not contained within the Policy;
- b. Refusal to investigate the claims or investigate the claims in a rational, evidence-based manner;
- c. Refusal to pay Mr. Rogers's claims after approving similar benefits for nine years;
- d. Failure promptly to provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement;
- e. Use of biased, unqualified, reviewers;
- f. Misrepresentation of Policy provisions and requirements; and
- g. Such other acts as may be discovered during the litigation or through further investigation and the presentation of evidence at trial.

111. BCBS NC refused to settle or negotiate Mr. Rogers's claims for benefits in conscious and intentional disregard of, and indifference to the rights of Mr. Rogers under the subject insurance policy.

112. BCBS NC acted in bad faith by refusing to settle or negotiate Mr. Rogers's claims for benefits.

113. BCBS NC's conduct towards Mr. Rogers constitutes reckless, outrageous, willful and wanton conduct, and is a misuse of its power and authority as an insurance company.

114. BCBS NC's conduct, as previously alleged and as may be proven through other evidence admitted at trial, breached the covenant of good faith and fair dealing BCBS NC owed to Mr. Rogers.

115. Mr. Rogers's damages alleged herein were reasonably foreseeable to BCBS NC.

116. As a direct result of BCBS NC's tortious conduct, Mr. Rogers was obligated to retain attorneys to represent his interests in this matter, to whom he has agreed to pay reasonable attorneys' fees and costs.

117. As a direct and proximate result of BCBS NC's tortious conduct, Mr. Rogers has suffered damages as set forth below, the amount to be established at trial.

118. As a direct and proximate result of BCBS NC's tortious conduct, Mr. Rogers is entitled to recover all damages legally allowable and in an amount greater than \$25,000, to be established at trial.

Compensatory Damages

119. Plaintiff realleges and incorporates by reference Paragraphs 1 through 118 as though fully set forth herein.

120. As a direct and proximate result of the aforementioned acts of BCBS NC, Plaintiff suffered damages in amounts in excess of \$25,000 including, but not limited to:

- a. the withholding of past-due health insurance benefits and reimbursement under the Policy for in-home nursing care and other medical care or treatment;
- b. the loss of in-home nursing care services on a day-to-day basis necessary for his optimum health and welfare;
- c. the loss of future in-home nursing benefits including peace of mind and financial security that BCBS promised to Mr. Rogers;
- d. personal injury, emotional distress and anxiety in an amount to be shown at trial;
- e. the cost of legal services incurred for the purpose of obtaining benefits due under the contract of insurance, compensation for the other harms and losses Defendant's actions have caused, and the relief prayed for herein; and
- f. all additional damages as may be established at trial.

121. Plaintiff's damages alleged herein were all reasonably foreseeable to BCBS NC.

Exemplary Damages

122. Plaintiff realleges and incorporates by reference Paragraphs 1 through 121 as though fully set forth herein.

123. BCBS NC's conduct as alleged herein was outrageous and/or malicious and/or willful and/or wanton and/or carried out with intentional or reckless disregard for Mr. Rogers's medical needs, well being, rights and safety.

124. BCBS NC's conduct and bad faith were and are sufficiently reckless and/or wanton and/or willful to support a verdict for exemplary damages and, irrespective of willfulness, demonstrated a conscious and intentional or reckless disregard of and indifference to the rights and safety of the public, including persons like Mr. Rogers.

125. BCBS NC's conduct was carried out with an indifference to the rights and safety of Mr. Rogers.

126. BCBS NC knew, or should have known, that its conduct was reasonably likely to result in harm or loss or damage to Mr. Rogers.

127. One or more of the officers, directors, or managers of BCBS NC participated in or condoned the conduct alleged herein giving rise to the right of Mr. Rogers to recover exemplary damages.

128. Mr. Rogers is entitled to recover exemplary damages from BCBS NC in an amount in excess of \$25,000, to be established at trial.


PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays the Court to enter judgment providing that:

1. Plaintiff recover judgment from BCBS NC in excess of \$25,000.00 for all compensatory damages, including special and general damages, consequential and incidental damages, together with interest as allowed by law from the time said amount became due until payment;
2. Plaintiff have and recover compensatory damages from BCBS NC for the unfair and deceptive trade practices jointly and severally where allowed by law in an amount in excess of \$25,000.00;
3. Plaintiff recover compensatory damages for unfair and deceptive trade practices trebled pursuant to N.C. Gen. Stat §§75-1.1 *et seq.*;
4. BCBS NC continue to provide Plaintiff with the benefits it provided to Plaintiff under the Policy for all of the years prior to its December 2022 denials of same;
5. Plaintiff recover from BCBS NC the costs of this action, including pre- and post-judgment interest, attorneys' fees and any other costs associated with this action;
6. Plaintiff recover exemplary damages related to BCBS NC's tortious conduct in an amount sufficient to deter BCBS NC and others from engaging in similar conduct;
7. All issues of fact be tried by a jury; and
8. Plaintiff have and recover such further legal or equitable relief, as the Court deems just and proper.

This 12th day of February, 2024.

THE SASSER LAW FIRM, P.A.

By: 

Charles McB. Sasser

N.C. Bar No. 10027

By: 

Rachel C. Matesic

N.C. Bar No. 50156

Suite 350, 1011 E. Morehead Street

Charlotte, North Carolina 28204

Tel: (704) 342-4200

Fax: (704) 342-0798

Email: msasser@sasserlawoffice.com

Email: rmatesic@sasserlawoffice.com