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IN THE DISTRICT COURT OF BARTON COUNTY, KANSAS

Meischa Zimmerman,

individually and on behalf of all others
similarly situated,

Plaintiff,

v.

Roger Marshall and Heartland Regional
OBGYN PA,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT

INTRODUCTION

1. The Defendant, Roger Marshall (“Marshall”), is a United States Senator from Kansas. Prior to entering politics, Marshall practiced medicine as an OBGYN in Great Bend, Kansas. The Plaintiff, Meischa Zimmerman, (“Zimmerman” or “Plaintiff”) and the members of the Class on whose behalf Zimmerman brings this class action, were patients of Marshall.

2. Many of Marshall’s patients were economically disadvantaged pregnant women and mothers who lived in Barton County, a rural area with above-average poverty levels. Many of Marshall’s patients did not have health insurance or had insurance with high deductibles and co-pays that did not pay all the amounts Marshall charged them. Many were reported as having to decide between paying medical bills or buying groceries.

3. Marshall and his medical practice, the Defendant Heartland Regional OBGYN PA (“Heartland”), (collectively, with Marshall, “Marshall and Heartland”), engaged in a long-standing practice of entering into contracts, drafted at the direction of Marshall, with Marshall’s patients, which provided for the patients to pay interest on unpaid bills in excess of 15% per annum, and often at the rate of 18% per annum.

4. Marshall and Heartland also engaged in a long-standing practice of billing their patients for interest on unpaid bills at a rate in excess of 15% per annum, and often at the rate of 18% per annum.

5. Marshall and Heartland also engaged in a long-standing pattern and practice of aggressively seeking to collect, and collecting, medical bills that were unpaid by Marshall’s patients, including by filing numerous lawsuits against Marshall’s patients. Those collection efforts continued after Marshall became a Congressman from Kansas.

6. In those lawsuits, Marshall and Heartland sought to recover (a) the unpaid amounts they had billed for the medical services; (b) the interest that had accrued on those unpaid amounts at an interest rate above 15% per annum; and (c) interest on the unpaid bills and accrued interest at the annual rate of eighteen percent (18%) per annum.

7. Marshall and Heartland were represented in those lawsuits by attorney Steven Johnson. Attorney Johnson told a reporter for the *New York Times* that “Mr. Marshall...set the 18% interest rate in a contract he had patients sign.”

8. Marshall’s charging his patients 18% interest was unmitigated greed and blatantly unlawful.

9. Kansas law, including its usury statute, prohibits the charging of more than fifteen percent (15%) interest. Marshall’s charging his patients more than 15% interest was usurious.

10. Marshall and Heartland charged Plaintiff and the Class interest which exceeded the 15% maximum lawful rate under Kansas law, and pursued collection of that usurious interest through the deceptive and unconscionable practices described below.

11. Marshall and Heartland's conduct, as detailed herein, violated K.S.A. § 16-207. That conduct also constituted usury under Kansas common law, breached Marshall's fiduciary duty to the Plaintiff and members of the Class, breached the implied covenant of good faith and fair dealing in Marshall's contracts with the Plaintiffs and members of the Class and unjustly enriched Marshall and Heartland.

12. Accordingly, Marshall and Heartland are liable to Plaintiff and the Class for usury, breach of fiduciary duty, unjust enrichment, and breach of the implied covenant of good faith and fair dealing.

PARTIES

13. Plaintiff, Meischa Zimmerman, is an individual residing in Sterling, Kansas. She was an obstetrics patient of Marshall who was charged more than 15% annual interest on unpaid balances. Specifically, Heartland filed a petition in the district court of Barton County against Zimmerman on or about December 22, 2009, seeking to collect \$3,596 plus interest at the rate of 18% per annum and Court costs.

14. Defendant Roger Marshall, now a United States Senator, is a reported resident of Stafford County, Kansas, although on information and belief, he resides primarily in Florida. Prior to entering politics, he was an OBGYN who practiced in Great Bend, Kansas. He provided medical services to Plaintiff and the members of the Class. At all relevant times, Marshall was the sole or majority owner of Heartland. At all relevant times Marshall had complete control over and directed all of Heartland's activities, including Heartland's unlawful activities detailed herein.

15. Defendant Heartland was the obstetrics practice that at all relevant times Marshall owned, in whole or in part, in Great Bend, Kansas. Heartland acted with Marshall in billing and seeking to collect bills from Marshall's patients, including charging them the unlawful 18% interest.

Jurisdiction and Venue

16. Jurisdiction and venue are appropriate in this district because the causes of action arose in this district, and Defendants conducted their business in this district during the relevant time period.

Factual Allegations

17. Plaintiff and the Class were patients of Marshall.

18. As a general practice, Marshall and Heartland sent "Statements of Account" to patients with unpaid balances. These statements reflected periodic "Finance Charges" of more than 15% per year.

19. According to a *New York Times* analysis of Kansas court records published on September 8, 2026, Marshall and Heartland filed numerous debt-collection lawsuits against a total of more than 700 former patients, including new and expectant mothers. The lawsuits sought recovery of alleged past due bills that ranged from \$101 to thousands of dollars. The *New York Times* reported that its analysis revealed that 81 patients of Marshall were arrested for missing court dates after the attorneys Marshall hired to collect the past due bills requested arrest warrants in collection proceedings. Patients' wages and bank accounts were also garnished. Collection work on some accounts continued after Marshall stopped practicing and began serving in the House of Representatives.

20. In the debt collection lawsuits, Marshall and Heartland's petitions sought interest at the rate of 18% per annum on the alleged outstanding balance.

21. The Plaintiff Zimmerman was a victim of the egregious conduct of Marshall and Heartland in seeking to collect not only the balances due for services rendered to her but in also seeking to collect the 18% usurious interest.

22. Marshall provided medical services to Zimmerman in 2009 in connection with her delivery of her child that year. Marshall billed Zimmerman \$3,596 for the delivery of her child.

23. Heartland filed a petition in the district court of Barton County against Zimmerman on or about December 22, 2009 claiming she was indebted to Heartland in the amount of \$3,596 plus interest and Court costs. The petition specifically demanded interest at the rate of 18% per annum.

24. As part of Marshall and Heartland's efforts to collect those sums from Zimmerman, which as noted above included the usurious and unlawful interest, Zimmerman was arrested three times!

25. According to a *Kansas City Star* article dated October 15, 2026, "the 18% annual interest rate Marshall applied to unpaid bills was by far the highest of the roughly 150 medical practices whose public records were reviewed.... In reviewing thousands of court documents, the *Star* found no other medical providers that charged annual interest at 18% or any other specified rate above 12%."

26. That finding by the *Kansas City Star* is not surprising. It could be fully expected that doctors in Kansas would be law abiding and would not charge their patients unlawful, usurious interest rates. Only Marshall defied that expectation, charging his patients unlawful, usurious interest rates.

27. Marshall's charging of usurious interest and his associated debt collection strategies were callous and predatory toward low-income Kansans.

Fiduciary Duty

28. Medical doctors in Kansas owe their patients a fiduciary duty, to act solely for the benefit of their patients and not to act for their own benefit, to the detriment of their patients.

29. Accordingly, Marshall, as a medical doctor, owed the Plaintiff and each member of the class a fiduciary duty to act solely for their benefit and not to act for his own benefit to their detriment.

30. Medical doctors also owe their patients the fiduciary duty to be completely candid with them and to disclose to them all material information.

31. Accordingly, Marshall, as a medical doctor, owed the Plaintiff and each member of the class a fiduciary duty to be completely candid with them and to disclose and not withhold from them any material information.

32. Marshall breached his fiduciary duty to the Plaintiff and each member of the Class by charging them usurious interest greater than 15%.

33. Marshall also breached his fiduciary duty to the Plaintiff and each member of the Class by failing to disclose to each of them that his charging them interest greater than 15% was unlawful and usurious.

34. As an entity providing medical services to the Plaintiff and members of the Class, Heartland owed them a fiduciary duty.

35. Accordingly, Heartland owed the Plaintiff and each member of the class a fiduciary duty to be completely candid with them and to disclose and not withhold from them any material information.

36. Heartland breached its fiduciary duty to the Plaintiff and each member of the Class by charging them usurious interest greater than 15%.

37. Heartland also breached its fiduciary duty to the Plaintiff and each member of the Class by failing to disclose to each of them that his charging them interest greater than 15% was unlawful and usurious.

Fraudulent Concealment

38. Marshall and Heartland fraudulently concealed their unlawful conduct described herein by charging Plaintiff and the Class annual interest on unpaid balances greater than 15% without disclosing that such interest exceeded the maximum 15% interest that could be charged under K.S.A. § 16-207. That conduct by Marshall and Heartland, in breach of their fiduciary duty, prevented Plaintiff and the Class from discovering that Marshall and Heartland were violating Kansas law by charging excessive, usurious interest.

39. Marshall and Heartland's failure to disclose those material facts were made with the intent to deceive Plaintiff and the Class and to conceal Marshall and Heartland's violations of law and the existence of claims against Marshall and Heartland. Marshall and Heartland engaged in intentional deception designed to prevent, and which did prevent, the discovery of the claims of Plaintiff and the Class.

The Statute of Limitations Has Been Tolled

40. Under Kansas law, Marshall and Heartland's fraudulent concealment operates to toll any applicable statute of limitations for claims fraudulently concealed until the claimants gain actual knowledge of those claims.

41. As a result of Marshall and Heartland's fraudulent concealment, any applicable statute of limitations affecting the rights and claims of Plaintiff and Class members as set forth herein have been tolled. Plaintiff and the Class did not discover the unlawful conduct of Marshall and Heartland alleged herein until the recent news reporting in September and October 2026, regarding Marshall and Heartland's unlawful billing and collection practices described above.

Class Action Allegations

42. Plaintiff brings this action on her own behalf and as a class action pursuant to K.S.A. § 60-223 on behalf of a class (the “Class”) consisting of:

All patients of Marshall who were charged greater than 15% annual interest by Marshall and Heartland on unpaid balances.

43. This action is properly maintainable as a class action under K.S.A. § 60-223.

44. The Class is so numerous that joinder of all members is impracticable. While the exact number of Class members is unknown to Plaintiff at this time and can only be ascertained through appropriate discovery, Plaintiff estimates there are at least hundreds of members of the Class.

45. There are many questions of law and fact which are common to the Class and which predominate over questions affecting any individual Class member. The common questions include, without limitation, the following:

(a) whether Marshall and Heartland have charged usurious interest to Plaintiff and the Class;

(b) whether Marshall and Heartland have been unjustly enriched as a result of their conduct;

(c) whether Marshall and Heartland have violated the implied covenant of good faith and fair dealing; and

(d) whether Marshall and Heartland have breached their fiduciary duties to Plaintiff and the Class.

46. Plaintiff's claims are typical of the Class claims because they arise from the assessment of annual interest greater than 15% on all of their unpaid medical balances which is more than the statutory cap. The claims of the Plaintiff and the members of the Class arising from that unlawful interest charge are the same. Plaintiff has no interests adverse to the Class.

47. Plaintiff is an adequate representative of the Class, has retained competent counsel experienced in litigation of this nature and will fairly and adequately protect the interests of the Class.

48. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Classes which could establish incompatible standards of conduct for the party opposing the Class.

49. A class action is superior to separate actions for the fair and efficient resolution of the common issues identified above. Resolving those issues together would avoid duplicative litigation concerning the same challenged interest rate and billing practices. Plaintiffs anticipate that there will be no difficulty in the management of this litigation.

50. Marshall and Heartland have acted on grounds generally applicable to the Class with respect to the matters complained of herein, thereby making the relief sought appropriate with respect to the Class as a whole.

51. Plaintiff reserves the right to revise the foregoing Class Action allegations, including the proposed Class Definition, based on facts learned through additional investigation and in discovery.

COUNT I

Common Law Usury On behalf of Plaintiff and the Class

52. Plaintiff repeats and re-alleges each allegation set forth herein.

53. Defendants Marshall and Heartland purported to require Plaintiff and the Class to pay an interest rate of more than 15% per annum on their outstanding balances for medical services provided by Marshall and Heartland.

54. K.S.A. § 16-207 provides that the maximum interest rate that Marshall and Heartland could lawfully charge on outstanding balances is 15% per annum. K.S.A. § 16-207(a) provides: “Subject to the following provision, the parties to any bond, bill, promissory note or other instrument of writing for the payment or forbearance of money may stipulate therein for interest receivable upon the amount of such bond, bill, note or other instrument of writing, at a rate not to exceed 15% per annum unless otherwise specifically authorized by law.”

55. The maximum allowable rate of interest per annum on any unpaid balance Plaintiff and the Class had with Marshall and Heartland was thus 15% percent. Marshall and Heartland’s assessed rates of more than 15% per annum was usurious because they exceeded the allowable statutory rate of interest.

56. Plaintiff and the Class are entitled to judgment against Marshall and Heartland for common law usury and to recover from Marshall and Heartland the damages they suffered as a result of their being charged the usurious interest by Marshall and Heartland.

COUNT II

Unjust Enrichment On behalf of Plaintiff and the Class

57. Plaintiff repeats and re-alleges each allegation set forth herein.

58. To the extent Plaintiff and Class members paid interest exceeding the lawful rate, those payments conferred a monetary benefit on Marshall and Heartland.

59. Marshall and Heartland knew of and appreciated those benefits.

60. Marshall and Heartland accepted and retained those benefits under circumstances making their retention unjust; Marshall and Heartland’s retention of excessive interest above the allowed rate constitutes unjust enrichment.

61. Plaintiff and the Class are entitled to judgment against Marshall and Heartland for their unjust enrichment and to recover unlawful interest Marshall and Heartland collected above the legally allowed rate.

COUNT III

Breach of the Implied Covenant of Good Faith and Fair Dealing On behalf of Plaintiff and the Class

62. Plaintiff repeats and re-alleges each allegation set forth herein.

63. Plaintiff and the Class and Marshall and Heartland entered into contracts relating to Marshall's provision of medical services, which contained an implied covenant of good faith and fair dealing.

64. Those contracts contained terms relating to payment for services rendered and interest on unpaid balances.

65. Marshall and Heartland breached the implied covenant of good faith and fair dealing that is inherent in their contracts for medical services with Plaintiff and the Class by administering and enforcing the payment provisions to assess and collect interest exceeding the lawful rate, without disclosing that the assessed annual rate exceeded the 15% cap under K.S.A. § 16-207(a).

66. Plaintiff and the Class are entitled to judgment against Marshall and Heartland for their breach of the implied covenant and good faith and fair dealing and to recover damages as a result in an amount to be proven at trial.

COUNT IV

Breach of Fiduciary Duty On behalf of Plaintiff and the Class

67. Plaintiff repeats and re-alleges each allegation set forth herein.

68. As a physician for Plaintiff and the Class, Marshall owed them – his patients – a fiduciary duty.

69. As an entity providing medical services to the Plaintiff and members of the Class, Heartland owed them a fiduciary duty.

70. As fiduciaries, Marshall and Heartland were required to act with the utmost good faith and loyalty to further and advance the other interests of Plaintiff and the Class.

71. Marshall and Heartland breached those fiduciary duties by assessing interest exceeding the lawful rate, failing to disclose that excess contravened the statutory cap under K.S.A. § 16-207(a) and pursuing collection of that interest through the practices described above.

72. Marshall and Heartland's breaches of fiduciary duty proximately caused injury to Plaintiff and the Class through excessive interest charges, collection proceedings seeking that interest, and payments of excessive interest.

73. Plaintiff and the Class are entitled to judgment against Marshall and Heartland for their breach of fiduciary duty and to recover damages as a result in an amount to be proven at trial.

Prayers for Relief

WHEREFORE, Plaintiff, on behalf of herself and the other Class members, requests that the Court enter judgment against Marshall and Heartland as follows:

A. Declaring that this is a properly maintainable class action under K.S.A. § 60-223 and declaring Plaintiff to be a proper Class representative;

B. Declaring that Marshall and Heartland's conduct, as set forth above, constitutes unlawful usury, constitutes unjust enrichment, breaches the implied covenant of good faith and fair dealing and breached their fiduciary duties;

C. Awarding damages and/or restitution to Plaintiff and the Class in an amount to be determined at trial;

D. Awarding pre- and post-judgment interest; and

E. Granting such other and further relief as this Court may deem just and proper.

Jury Trial Demand

Plaintiff hereby demands trial by jury on all issues so triable.

DATED: October 29, 2026

By: /s/ Kent Roth
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