

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA  
WHEELING DIVISION**

ELECTRONICALLY  
FILED  
May 17 2018  
U.S. DISTRICT COURT  
Northern District of WV

Troy Chanze, Sr., Individually and )  
as Class Representative, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
Air Evac EMS, Inc., )  
 )  
Defendant. )

Case No. 5:18-CV-89 (Stamp)  
Removed from Wetzel County  
Circuit Court, Case No. 18-C-29

**NOTICE OF REMOVAL**

Defendant Air Evac EMS, Inc. (“Air Evac”) removes this matter from the Circuit Court of Wetzel County, State of West Virginia, to the United States District Court for the Northern District of West Virginia pursuant to 28 U.S.C. §§ 1332, 1441, and 1446. As set forth below, this matter is properly removed because Defendant has complied with the statutory requirements for removal under 28 U.S.C. §§ 1441 and 1446, and this Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1332(d), the codification of the Class Action Fairness Act.

**BACKGROUND**

1. Plaintiff, Troy Chanze, Sr. (“Plaintiff”), filed the action styled *TROY CHANZE, SR., on his own behalf and on behalf of all others similarly situated v. AIR EVAC EMS, INC., a Missouri corporation*, Case No. 18-C-29 in the Circuit Court of Wetzel County, West Virginia on April 16, 2018. Pursuant to 28 U.S.C. § 1446(a), true and correct copies of all papers served in the State Court Action are attached hereto as Exhibits A, B, C, and D.

2. Plaintiff’s claims purportedly arise out of injuries suffered during an April 2016 all-terrain vehicle accident in Wetzel County, West Virginia. Air Evac transported Plaintiff from the scene of the accident to West Virginia University Hospital. **Ex. A**, Class Action Complaint ¶

11. Plaintiff's insurance paid only some of his bill for the cost of the transport; Plaintiff did not pay the balance of his bill. *See id.* ¶¶ 13–15.

3. Instead, Plaintiff filed the State Court Action, alleging that Air Evac charged unreasonable rates for its air ambulance services and in so doing “breached its duty to charge reasonable rates for services, breached the covenant of good faith and fair dealing, and/or was unjustly enriched at the expense of the Plaintiff class.” *Id.* ¶ 2.

4. Plaintiff asserts two causes of action on behalf of himself and a purported class of similarly-situated individuals. The first cause of action is for breach of implied contract, *id.* ¶¶ 35–40, and the second is for declaratory and injunctive relief, *id.* ¶¶ 41–50. Plaintiff seeks compensatory damages, restitution, disgorgement, or, in the alternative, injunctive or declaratory relief, and attorneys' fees. *Id.*, Prayer for Relief.

5. For each claim, Plaintiff seeks certification of a class defined as “[a]ll patients who, without entering a written agreement with Defendants [sic] for medical transport prior to the transport, received medical transport by Defendants [sic] from a location in West Virginia to a healthcare facility during the period of five (5) years prior to the commencement of this action.” *Id.* ¶ 26.

6. On April 18, 2018, Plaintiff served a copy of the Class Action Complaint on the West Virginia Secretary of State as statutory attorney-in-fact for service on Air Evac. Air Evac received a copy of the complaint and summons through its registered agent, CT Corporation, by certified mail on April 23, 2018, postmarked on April 19, 2018. This Notice of Removal is timely because it is being filed within 30 days of the receipt by Air Evac of the initial pleading setting forth the claim for relief upon which Plaintiff's State Court Action is based. 28 U.S.C. §

1446(b)(1); *Lovern v. Gen Motors Corp.*, 121 F.3d 160, 161 (4th Cir. 1997) (holding that “notice must be filed within 30 days after service on the defendant of initial process”).

7. Removal to the Northern District of West Virginia is proper because this District includes Wetzel County, West Virginia. *See* 28 U.S.C. § 116(c).

8. Pursuant to 28 U.S.C. § 1446(d), Air Evac will give Plaintiff written notice of the filing of this Notice of Removal and will file a copy of the Notice of Removal with the Clerk of the Circuit Court of Wetzel County, West Virginia.

### **REMOVAL BASED ON THE CLASS ACTION FAIRNESS ACT**

9. The Class Action Fairness Act (“CAFA”) confers jurisdiction upon federal district courts over class actions in which (1) there are at least 100 proposed plaintiff class members, (2) any plaintiff class member is diverse in citizenship from any defendant, and (3) the aggregate amount in controversy exceeds \$5 million, exclusive of interests and costs. 28 U.S.C. § 1332(d).

10. As a threshold matter, this lawsuit is a proposed “class action” as defined by CAFA because it is a case brought by a representative of a putative class and was filed in state court pursuant to a statute or rule authorizing such a class. *Id.* § 1332(d)(1)(B). Plaintiff brings his claims under Rule 23 of the West Virginia Rules of Civil Procedure, which authorizes class actions. Compl. ¶ 1. Plaintiff also repeatedly refers to the “Class” and “members of the Class” he seeks to represent. *Id.* ¶¶ 3, 6, 26–34.

11. The remaining requirements for CAFA jurisdiction are also met here.

#### **A. The Purported Class Consists of More Than 100 Members**

12. Although Air Evac does not believe that Plaintiff has defined a proper class or that a class can be defined or maintained under the circumstances alleged, Plaintiff’s allegations indicate that the proposed class includes at least 100 members, as required by 28 U.S.C. §

1332(d)(5)(B). While Plaintiff makes no effort to quantify the potential scope of his proposed class, he defines the purported class to include patients who received medical transport by Air Evac from a location in West Virginia over a five-year period, and alleges that Air Evac has “multiple hospital and community bases within the state of West Virginia, and service[s] a large geographic area within the state.” Compl. ¶¶ 26–27. Further, Plaintiff alleges that “[t]he members of the Class are so numerous that the joinder of all members is impractical.” *Id.* ¶ 27.

13. Air Evac’s records indicate that the number of transports from a location in West Virginia over the time period at issue exceed 1,000.<sup>1</sup>

**B. CAFA’s Diversity-of-Citizenship Requirement Is Satisfied**

14. Under CAFA, the requisite diversity of citizenship is satisfied as long as there is “minimal diversity;” that is, when “*any* member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A) (emphasis added); *see also Ferrell v. Express Check Advance of SC LLC*, 591 F.3d 698, 702 (4th Cir. 2010) (holding that CAFA confers “subject matter jurisdiction on federal courts over class actions in which the amount in controversy exceeds \$5 million and in which any member of a class of plaintiffs is a citizen of a State different from any defendant”) (quotations omitted).

15. Plaintiff is a citizen of West Virginia who resides in Marshall County, West Virginia. Compl. ¶ 9.

16. As alleged by Plaintiff, Air Evac is a foreign corporation, incorporated under the laws of Missouri with a principal place of business in O’Fallon, Missouri. *Id.* ¶ 10. Air Evac is

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<sup>1</sup> Air Evac has not burdened the Court with unnecessary evidentiary submissions in support of the factual assertions in this Notice of Removal or the relevant factual allegations in the State Court Action. *See Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 551 (2014) (for removal purposes, “[a] statement ‘short and plain’ need not contain evidentiary submissions”). Air Evac will make such submissions at the Court’s request or if Plaintiff moves to remand the case to state court.

therefore a citizen of Missouri, not West Virginia. 28 U.S.C. § 1332(c)(1) (“[A] corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business.”). Therefore, the minimal diversity requirement under CAFA is met. *Id.* § 1332(d)(2)(A).

**C. CAFA’s Amount-In Controversy Requirement Is Satisfied**

17. Under CAFA, the claims of the individual class members are aggregated to determine if the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest or costs. 28 U.S.C. § 1332(d)(6). The class claims alleged here by Plaintiff meet the jurisdictional threshold.

18. The amount in controversy is “not what damages the plaintiff will recover, but what amount is ‘in controversy’ between the parties.” *Kemper v. Quicken Loans, Inc.*, 2013 WL 5504152, at \* 2 (N.D.W.V. Oct. 2, 2013) (quotations and citations omitted); *Martin v. State Farm Mut. Auto Ins. Co.*, 2010 WL 3259418, at \*5 (S.D.W.V. Aug. 18, 2010) (same). Ordinarily, the “sum claimed by the plaintiff controls” the amount in controversy determination. *St. Paul Mercury Indem. Co. v. Red Cab Co.*, 303 U.S. 283, 288 (1938). If the plaintiff claims a sum sufficient to satisfy the statutory requirement, a federal court may dismiss only if “it is apparent, to a legal certainty, that the plaintiff cannot recover the amount claimed.” *JTH Tax, Inc. v. Frashier*, 624 F.3d 635, 638 (4th Cir. 2010). Further, “a defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co.*, 135 S. Ct. at 554.

19. Plaintiff’s complaint seeks damages on behalf of “[a]ll patients who, without entering a written agreement with Defendants [sic] for medical transport prior to the transport, received medical transport by Defendants [sic] from a location in West Virginia to a healthcare

facility during the period of five (5) years prior to the commencement of this action.” Compl. ¶ 26. Although Plaintiff does not purport to quantify the total damages sought, he seeks a variety of monetary damages, including disgorgement of Air Evac’s “illicit profits,” “restitution of overpayments made by members of Plaintiff Class,” compensatory damages, and all other allowable damages, among other things. *Id.* ¶¶ 40, 47, p. 10. On top of those damages, Plaintiff also seeks declaratory judgment, an injunction, and attorneys’ fees. *Id.* at p. 10.

20. With respect to Plaintiff’s April 16, 2016 air ambulance transport in particular, Plaintiff alleges that Air Evac charged him \$33,294, excluding the ancillary charges that were written off subsequent to the initial bill, of which Plaintiff’s health insurance covered only \$13,100. *Id.* ¶¶ 13–15. Plaintiff also alleges that the transport charge is excessive and unconscionable because it exceeds more “reasonable” rates, including: (1) the Medicare reimbursement rate of \$6,123; (2) the rate that would have hypothetically been charged by STAT MedEvac, a competitor of Air Evac, of \$16,683; and (3) “a reasonable level of reimbursement for this transportation,” according to the Sentinel Air Medical Alliance, of \$13,100, which happens to be the exact amount covered by Plaintiff’s health insurance provider. *Id.* ¶¶ 14, 16–19. Thus, extrapolating Plaintiff’s alleged damages relating to his individual transport to the entire class, the amount of alleged “overcharges” per plaintiff is between \$16,611 and \$27,171.<sup>2</sup> Multiplying the smallest alleged overcharge by 1,000 members (since, according to Air Evac’s records, there were more than 1,000 transports from West Virginia during the alleged class period) results in more than \$16 million in controversy, easily satisfying CAFA’s requirement.

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<sup>2</sup> Subtracting the Medicare reimbursement rate of \$6,123 from Air Evac’s final billed charge of \$33,294 yields \$27,171. Subtracting the hypothetical STAT MedEvac rate of \$16,683 from \$33,294 yields \$16,611.

21. The injunctive relief sought by Plaintiff must also be considered when determining whether the amount in controversy exceeds \$5,000,000. *Hunt v. Wash. State Apple Adver. Comm'n*, 432 U.S. 333, 347 (1977) (“In actions seeking declaratory or injunctive relief, it is well established that the amount in controversy is measured by the value of the object of the litigation.”). When calculating the amount-in-controversy, a court should ascertain the value of an injunction by reference to the larger of two figures: “the injunction’s worth to the plaintiff or its cost to the defendant.” *JTH Tax, Inc*, 624 F.3d at 639. Here, Plaintiff’s requested injunctive relief includes an order requiring Air Evac to “(1) cease the charging of unreasonable rates; and (2) to cease its attempts to collect from the class outstanding medical bills for amounts beyond what are reasonable charges.” Compl. ¶ 50. Plaintiff also seeks to have the Court declare that “the purported bills submitted by Defendant to Plaintiff and the class are unenforceable contracts.” *Id.* ¶ 45. The potential cost to Air Evac of not being able to collect the outstanding balances of fees incurred in providing air ambulance services to Plaintiff and others who received transport from a location in West Virginia in the prior five years, or charge those fees incurred in future transports—considering that Air Evac has “multiple hospital and community bases within the State of West Virginia, and service[s] a large geographic area within the state,” as Plaintiff has alleged—would easily exceed the \$5,000,000 jurisdictional threshold. *See id.* ¶ 26. Thus, although Air Evac does not concede the propriety or breadth of the class as alleged by Plaintiff, or that any of Plaintiff’s claims have merit, taking Plaintiff’s allegations on their face demonstrates that the aggregated value of the “claims of the individual class members . . . exceed the sum or value of \$5,000,000.00.” 28 U.S.C. § 1332(d)(2).

22. Finally, to the extent there is any doubt whether the jurisdictional amount is met, CAFA’s legislative history makes clear that such doubts should be resolved in favor of federal

jurisdiction. *See, e.g.*, S. Rep. 109–14, at 43 (2005), *reprinted in* 2005 U.S.C.C.A.N. 3, 41 (“Overall, new section 1332(d) is intended to expand substantially federal court jurisdiction over class actions. Its provisions should be read broadly, with a strong preference that interstate class actions should be heard in a federal court if properly removed by any defendant.”); *id.* at 35 (stating that the intent of CAFA “is to strongly favor the exercise of federal diversity jurisdiction over class actions with interstate ramifications”); *id.* at 27 (“The Committee believes that the federal courts are the appropriate forum to decide most interstate class actions because these cases usually involve large amounts of money and many plaintiffs, and have significant implications for interstate commerce and national policy.”).

23. Because CAFA provides this Court with original jurisdiction of this matter, the case is properly removed.

#### **RESERVATION OF RIGHTS**

24. Air Evac denies the allegations contained in the State Court Action and files this Notice of Removal without waiving any defenses, objections, exceptions, or obligations that may exist in its favor in either state or federal court.

25. Further, in making the allegations in this Notice of Removal, Air Evac does not concede that the allegations in the State Court Action are accurate, that Plaintiff has asserted claims upon which relief can be granted, or that recovery of any of the amounts sought is authorized or appropriate. Moreover, Air Evac does not concede that Plaintiff’s proposed class is properly defined or that class certification is appropriate. Air Evac explicitly reserves the right to challenge the putative class at an appropriate time.

26. Air Evac also reserves the right to amend or supplement this Notice of Removal. If any questions arise as to the propriety of removing this matter, Air Evac requests the



opportunity to present a brief, oral argument, and any further evidence necessary in support of its position that the State Court Action is removable.

### CONCLUSION

27. Based on the foregoing, Defendant Air Evac EMS, Inc. respectfully removes this action from the Circuit Court of Wetzel County, West Virginia, to this Court pursuant to 28 U.S.C. §§ 1332, 1441, and 1446.

Respectfully submitted,

/s/ Carte P. Goodwin

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*Attorneys for Defendant Air Evac EMS, Inc.*

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF WEST VIRGINIA  
WHEELING DIVISION**

Troy Chanze, Sr., Individually and	)	
as Class Representative,	)	
	)	
Plaintiff,	)	
	)	Case No. <u>5:18-CV-89 (Stamp)</u>
v.	)	Removed from Wetzel County
	)	Circuit Court, Case No. 18-C-29
Air Evac EMS, Inc.,	)	
	)	
Defendant.	)	

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing, including all attachments, was sent to counsel of record for Plaintiff Troy Chanze, Sr. on this 17th day of May, 2018, by Certified Mail as follows:

James G. Bordas, Jr.  
Jason E. Causey  
Bordas & Bordas, PLLC  
1358 National Road  
Wheeling, WV 26003  
(304) 242-8410

/s/ Carte P. Goodwin  
\_\_\_\_\_  
Carte P. Goodwin

# **Exhibit A**

CIVIL CASE INFORMATION STATEMENT  
CIVIL CASES

In the Circuit Court of Wetzel County, West Virginia

FILED  
2018 APR 16 PM 3:31  
LORI J. MACOY  
CIRCUIT CLERK  
WETZEL COUNTY, WV

I. CASE STYLE:

Plaintiff:

**TROY CHANZE, SR.**

Case No. 18-C-29

Judge Cramer

vs.

Defendant:

**AIR EVAC EMS, INC.**  
c/o CT Corporation System  
5400 D Big Tyler Road  
Charleston, WV 25313

**Days to Answer**

**Type of Service**

30

Secretary of State

Original and three copies of Complaint furnished herewith.

PLAINTIFF: Troy Chanze Sr.  DEFENDANT: Air Evac EMS, Inc.	CASE NO. 18-C-_____
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II. TYPE OF CASE

TORTS	OTHER CIVIL CASES	
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Adoption	<input type="checkbox"/> Appeal from Magistrate Court
<input type="checkbox"/> Professional Malpractice	<input checked="" type="checkbox"/> Contract	<input type="checkbox"/> Petition for Modification of Magistrate Sentence
<input type="checkbox"/> Personal Injury	<input type="checkbox"/> Real Property	<input type="checkbox"/> Appeal of Administrative Agency
<input type="checkbox"/> Product Liability	<input type="checkbox"/> Mental Health	<input checked="" type="checkbox"/> Miscellaneous Civil
<input type="checkbox"/> Auto	<input type="checkbox"/> Other	

III. JURY DEMAND       YES       NO

CASE WILL BE READY FOR TRIAL BY (MONTH/YEAR)      April/2019

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMODATIONS DUE TO DISABILITY OR AGE?       YES       NO

IF YES, PLEASE SPECIFY:

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

Attorney Name: James G. Bordas, Jr.  
and Jason E. Causey

Firm: Bordas & Bordas, PLLC

Address: 1358 National Road  
Wheeling, WV 26003

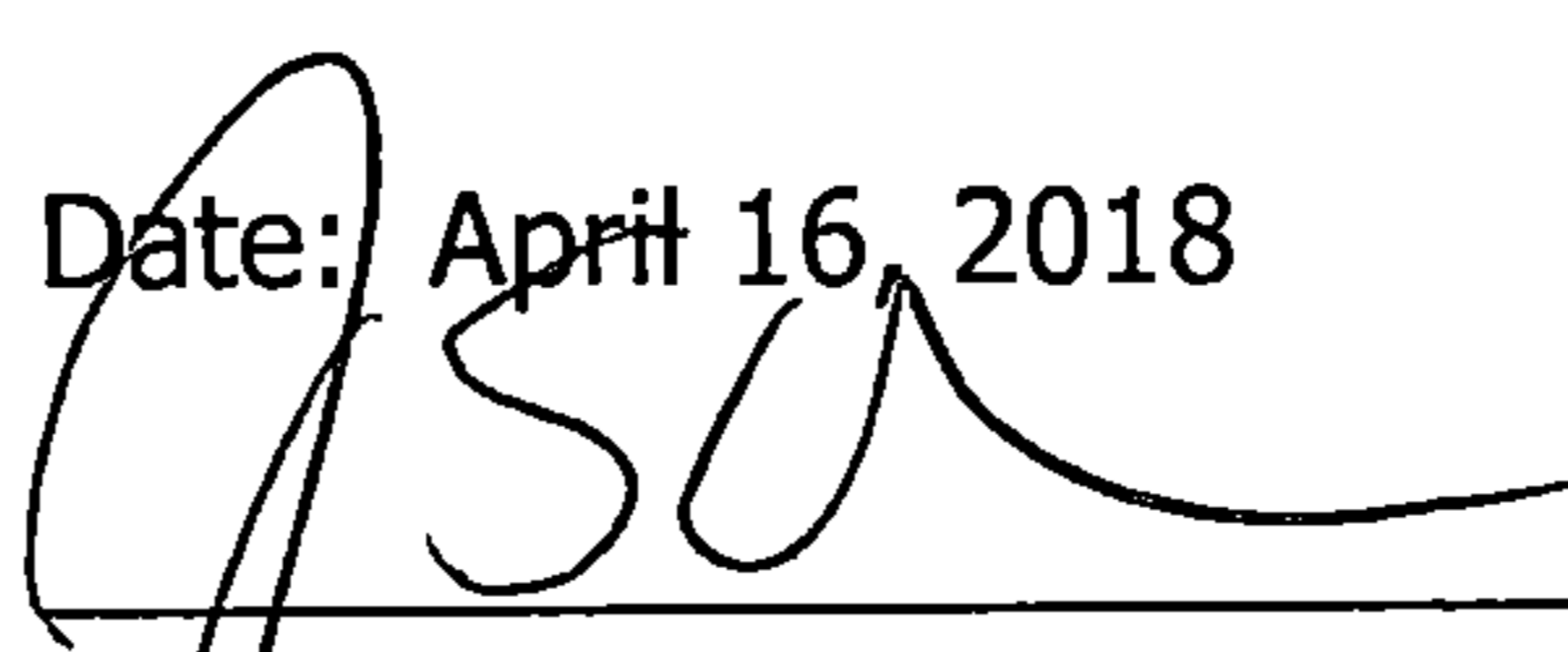
Telephone: (304) 242-8410

Representing:

Plaintiff       Defendant

Cross-Complainant       Cross-Defendant

Date: April 16, 2018

  
\_\_\_\_\_  
Signature

IN THE CIRCUIT COURT OF WETZEL COUNTY, WEST VIRGINIA

TROY CHANZE, SR., on his own behalf and on behalf of all others similarly situated,

Plaintiff,

Civil Action No. 18-C-\_\_\_\_\_

vs.

AIR EVAC EMS, INC., a Missouri corporation,

Judge: \_\_\_\_\_

Defendant.

**CLASS ACTION COMPLAINT**

Plaintiff, Troy Chanze, Sr., brings this action against Defendant, Air Evac EMS, Inc., on behalf of himself and all others similarly situated pursuant to Rules 23(b)(2) and 23(b)(3) of the Rules of Civil Procedure.

FILED  
2018 APR 16 PM 3:38  
LORRI L. HAYES  
CIRCUIT CLERK  
WETZEL COUNTY

**NATURE OF THE CASE**

1. Plaintiff brings this action under Rules 23(b)(2) and 23(b)(3) of the Rules of Civil Procedure on behalf of himself and on behalf of similarly situated patients transported by Defendant to the hospital from a location in West Virginia. For patients like Plaintiff, first responders or other emergency personnel determine whether a patient needs a helicopter for emergency travel to the hospital. As such, no written contract is established between patients and the Defendant.

2. Instead of charging patients a uniform, customary, and reasonable rate, Defendant seeks to charge higher prices that bear no reasonable relationship to the services rendered or what is customarily charged for the services. On information and belief, these prices and charges are generally many times the actual cost of providing medical transport. By forcing



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Wheeling, WV 26003  
t 304-242-8410  
f 304-242-3936

106 East Main Street  
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t 740-695-8141  
f 740-695-6999

526 7th Street  
Moundsville, WV 26041  
t 304-845-5600  
f 304-845-5604

One Gateway Center  
420 Ft. Duquesne Blvd.  
Suite 1800  
Pittsburgh, PA 15222  
t 412-502-5000  
f 412-709-6343

this pricing scheme upon Plaintiff and other patients without their knowledge and without regard to any health insurance payor, managed care payor, or governmental payor, Defendant breached its duty to charge reasonable rates for services, breached the covenant of good faith and fair dealing, and/or was unjustly enriched at the expense of the Plaintiff class.

3. In this action, Plaintiff, on behalf of the Plaintiff Class, seeks alternatively to enjoin Defendant from charging anything above the reasonable rate for services rendered, where the patient has not previously had a fair opportunity to negotiate a contract before services are rendered.

4. Defendant concealed its pricing structure by failing to enter into preferred provider contracts with managed care companies and requiring patients to pay the bill in full and seek reimbursement from their insurance companies.

5. Defendant does not negotiate rates with patients and instead impose excessive charges that bear no reasonable relationship to the cost of the services rendered.

6. The decision by Defendant to charge unreasonable prices is not supported by any rational pricing analysis. Instead, the prices charged Plaintiff and members of the Class are the result of Defendant's policy of establishing an inflated and unconscionable pricing scheme and seeking to capitalize on the duress of the patients who have little to no ability to negotiate.

#### **JURISDICTION AND VENUE**

7. The Court has personal jurisdiction over Defendant because Defendant is authorized to, and conduct, substantial business in West Virginia, including Wetzel County.

8. Venue is proper in this court as the matters giving rise to this complaint arose in Wetzel County, West Virginia.

## THE PARTIES

9. Plaintiff Troy Chanze, Sr., is a citizen and resident of Marshall County, West Virginia.

10. Defendant, Air Evac EMS, Inc., is a foreign corporation, incorporated under the laws of Missouri with its principal place of business at 1001 Boardwalk Springs Place, Suite 250, O'Fallon, Missouri 63368. Defendant is registered to do business in West Virginia and may be served through its registered agent CT Corporation System, 5400 D Big Tyler Road, Charleston, West Virginia, 25313.

## FACTUAL BACKGROUND

11. On April 16, 2016, Plaintiff was in an accident involving an all-terrain vehicle in Wetzel County, West Virginia. Defendant transported Plaintiff from the scene of the accident in Wetzel County, West Virginia, to West Virginia University Hospital in Morgantown, West Virginia—a distance of 39 air miles.

12. No oral or written contract was agreed upon by Plaintiff and Defendant.

13. Following transport, Defendant billed Plaintiff a total of \$34,976.56, and itemized this charge as follows: \$23,505.00 for the base charge; \$9,789.00 for 39 miles of transport; and \$1,682.56 for other, unspecified charges.

14. Plaintiff had insurance through the Health Plan, which allowed a reasonable amount of \$13,100.00 for the transport.

15. After write offs of ancillary charges in the amount of \$1,682.56 and insurance payments, Defendant continued to bill Plaintiff in the amount of \$20,244.00. This billing statement is attached as **Exhibit 1**.



16. The amounts charged by Defendant for its services on April 16, 2016 were reviewed by Sentinel Air Medical Alliance, an organization that provides independent, retrospective clinical review of transport claims. The results of Sentinel's clinical review were summarized in a report dated July 27, 2016, which is attached as **Exhibit 2**.

17. According to Sentinel's report, the Medicare reimbursement rate for this same transport would be \$6,123. Defendant's charge was 571% of Medicare's reimbursement rate.

18. According to Sentinel's report, the rate charged for this same transport by STAT MedEvac, "a premiere provider of air ambulance services," would be \$16,683. Defendant's charge was 210% of the charges from this competing provider.

19. According to Sentinel's report, "a reasonable level of reimbursement for this transport would be \$13,100, "an amount which would provide defendant "with a 100% gross margin."

20. Defendant's billing statement is a thinly veiled attempt to avoid the application of common law *quantum meruit*. Nonetheless, West Virginia law applies.

21. On information and belief, the amount sought by Defendant exceeds the "uniform, customary, and reasonable amount" typically charged in West Virginia for similar transport. Moreover, the amount charged does not represent the reasonable value of services rendered and is excessive.

22. Defendant's pricing policies and balance billing apply uniformly regardless of any amount that a third-party payor may make on behalf of their insured or member.

23. At all material times Plaintiff lacked knowledge of the unreasonableness and unconventionality of the rate charged by Defendant for transport service.

24. Plaintiff's action is not barred by 49 U.S.C. § 41713, the Airline Deregulation Act, as this action does not affect the price of air transportation and, as such, the price in Defendant's invoice was not an agreed upon amount prior to Defendant's transportation of Plaintiffs. The only basis Defendant has to enforce any rights against Plaintiff is through quasi contract or *quantum meruit* under state law. Any application of 49 U.S.C. § 41713 would actually operate to prohibit Defendant from collecting any fees that were outside the four corners of a contract.

### CLASS ACTION ALLEGATIONS

25. Plaintiff adopts the previous allegations as if fully set forth herein.

26. Plaintiff brings this action under Rules 23(b)(2) and 23(b)(3) of the Rules of Civil Procedure on behalf of a Class of all persons similarly situated, defined as follows:

All patients who, without entering a written agreement with Defendants for medical transport prior to the transport, received medical transport by Defendants from a location in West Virginia to a healthcare facility during the period of five (5) years prior to the commencement of this action.

27. The members of the Class are so numerous that the joinder of all members is impractical. Defendants have multiple hospital and community bases within the state of West Virginia, and service a large geographic area within the state of West Virginia.

28. Upon information, Defendant keeps detailed transport and billing records from which the class members can be readily and easily ascertained without resort to individualized fact finding. Specifically, those patients who received medical transport from a West Virginia location to a healthcare facility can be identified through Defendant's transport and medical records. The unreasonable rates charged by Defendant for each of those class members can also be determined by reference to Defendant's billing records.

29. There are questions of law and fact common to the Class, which predominate over any questions affecting only individual Class members. The common questions of law and fact include, without limitation:

- (a) whether the provision of medical transport by Defendant to members of the Class in the absence of a written agreement created an implied contract between Defendants and members of the class;
- (b) whether members of the Class were charged prices for services rendered in the State of West Virginia that violated implied contracts between Defendant and members of the Class;
- (c) whether members of the Class were charged prices by Defendant in the State of West Virginia that were so high as to be unreasonable and unconscionable;
- (d) whether Defendant has been unjustly enriched by charging members of the Class unreasonably high rates for services and materials;
- (e) whether Defendant breached a contractual relationship with the Plaintiff and members of the Class, including breach of the covenant of good faith and fair dealing, by charging members of the Class unreasonable prices for transport services;
- (f) whether Plaintiff and members of the Class are entitled to restitution of overcharges collected by Defendant; and
- (g) whether Plaintiffs and the Class Members sustained damages as a result of Defendant's breach of implied contract by charging an unreasonable rate.

30. Plaintiff's claims are typical of those of the other class members because Plaintiff and the class received medical transport from Defendant for which they were billed excessive amounts. This is true regardless of whether Plaintiff or the class had a third-party payor at the time of transport. Plaintiff is part of the class he seeks to represent--he possesses the same interest as the absent class members and has suffered the same injury.

31. Plaintiff will fairly and adequately represent and protect the interests of the members of the class and Plaintiff has retained competent counsel with experience in class

action litigation. Plaintiff has no interest that is contrary to, or in conflict with, those of the class that Plaintiff seeks to represent. The mere existence of third party payors that may have an obligation to pay a part of the unreasonable rates Defendant's charged to the class presents no intra-class conflict between Plaintiff or the class.

32. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since joinder of all the members of the Class is impracticable. Furthermore, the adjudication of this controversy through a class action will avoid the possibility of inconsistent and potentially conflicting adjudication of the asserted claims. There will be no difficulty in the management of this action as a class action.

33. Damages for any individual class member are likely insufficient to justify the cost of individual litigation, so that in the absence of class treatment, Defendant's violations of law inflicting substantial damages in the aggregate would go unremedied without certification of the Class.

34. Alternatively, Defendant has acted or refused to act on grounds that apply generally to the class, as alleged above, and injunctive relief is alternatively proper under Rule 23(b)(2).

**FOR A FIRST CAUSE OF ACTION  
BREACH OF IMPLIED CONTRACT**

35. Plaintiff adopts the allegations of the previous paragraphs as if fully restated herein.

36. Prior to the receipt of services, no negotiation of contract terms took place, and Plaintiff and Defendant did not enter into either a written or oral agreement on the terms of any contract, particularly the price Defendant charged for transport services.

37. Prior to sending Plaintiff and members of the class a bill, Defendant never disclosed the rates it charges for its services. As these agreements contained an undefined price term they constituted an implied contract and Defendant was obligated to charge the fair and reasonable value of the services and materials it provided to Plaintiff and each member of the class.

38. Instead of charging Plaintiff and members of the Class the fair and reasonable value of its services and materials, Defendant breached the implied contracts, including the implied covenant of good faith and fair dealing, by charging inflated prices that bear no reasonable relationship to the services rendered.

39. By any measure, the prices Defendant charged Plaintiff and members of the Class for medical transportation services were unreasonable. These prices far exceed lawful amounts under any reasonable measure, including, but not limited to, those paid by third-party payors, including the "uniform, customary, and reasonable" amount paid by health insurance companies and the amount paid by Medicare and Medicaid for the same services.

40. As a result of Defendant's breach of the implied contracts, Plaintiff and members of the Class have incurred damages in the amount of the overcharges levied by Defendant. Plaintiff and members of the Class are therefore entitled to actual damages, pre-judgment interest, and such other relief as set forth in the prayer below.

**FOR A SECOND CAUSE OF ACTION  
DECLARATORY AND INJUNCTIVE RELIEF**

41. Plaintiff adopts the allegations of the previous paragraphs as if fully restated herein.

42. Alternatively, Plaintiff seeks injunctive and declaratory relief for the purposes of determining questions of actual controversy between class members and Defendant.

43. As set forth above, the alternatively proposed injunctive class also meets the requirements of Rule 23(a), as set forth above and incorporated here.

44. Plaintiff seeks declarations to determine the rights of the class members and to enjoin Defendant from further engaging in a pattern of activity whereby it uniformly charge an unreasonable rate for transport services in West Virginia to persons that have no ability to negotiate and that lack knowledge of facts underlying the unreasonableness and unconventional nature of Defendant's rates.

45. The implied contracts between Plaintiff and Defendant do not contain a defined price term which is necessary to the formation of an enforceable contract. As such, Plaintiff seeks an order from the Court that the purported bills submitted by Defendant to Plaintiff and the class are unenforceable contracts because of the lack of mutuality.

46. In the absence of an enforceable contract, Defendant is entitled to receive the fair and reasonable value of the benefits bestowed upon members of the class. The charges billed by Defendant to members of the class greatly exceeded the reasonable value of the benefit bestowed. As a result, Defendant has been unjustly enriched by the overcharges it has levied against members of the Class through the improper and/or illegal acts alleged in this Complaint.

47. Plaintiff and members of the class seek the disgorgement of Defendant's illicit profits, and restitution in the amount of excess charges levied by Defendant and other relief as set forth in the prayer below.

48. As a result of Defendant's improper and unconscionable charging practices as described above, Plaintiff and all members of the class have suffered, and will continue to suffer, irreparable harm and injury.

49. Accordingly, Plaintiff and members of the class respectfully ask the Court to enter a permanent injunction ordering Defendant to cease and desist its practice of charging Plaintiff and the class unconscionable and/or unreasonable prices for medical care, at rates far in excess of rates that are uniform, customary, and reasonable.

50. Plaintiff and members of the Class further seek a prospective order from the Court requiring Defendant to: (1) cease the charging of unreasonable rates; and (2) to cease its attempts to collect from the class outstanding medical bills for amounts beyond what are reasonable charges.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, based on the foregoing claims, Plaintiff, on behalf of himself and all members of the Class he represents, seeks judgment and relief against the Defendant as follows:

- (a) for an order certifying the Class, designating Plaintiff as the Class Representatives and Plaintiff's attorneys as Class Counsel;
- (b) for judgment on each claim against the Defendant on behalf of the class;
- (c) for compensatory and all other allowable damages under the causes of action asserted herein, including pre-judgment interest;
- (d) for an order requiring restitution of overpayments made by members of the Plaintiff Class to Defendant, and disgorgement of the money the Defendant had improperly collected;
- (e) alternatively, for permanent injunctive relieve enjoining the Defendant from continuing in the improper and/or unlawful acts alleged herein;
- (f) alternatively, in the unlikely event Plaintiff cannot meet the requirements of Rule 23(b)(3), for an order certifying certain liability issues which exist, predominate, and are susceptible to class-wide proof;
- (g) for reasonable attorneys' fees; and

(h) for such other and further relief as the Court may deem appropriate.

**REQUEST FOR JURY TRIAL**

Plaintiff, on behalf of himself and the Class, requests trial by jury on all claims so triable.

TROY CHANZE, SR., Plaintiff

By:



James G. Bordas, Jr. #409  
Jason E. Causey #9482  
Bordas & Bordas PLLC  
106 East Main Street  
Wheeling, WV 26003  
(304) 242-8410  
*Counsel for Plaintiff*





P.O. Box 106  
West Plains, MO 65775

Return Service Requested

patientaccounts@amgh.us  
Phone: (877) 288-5340

online quickly & securely  
<https://paportal.amgh.us/ael>

SP5  
Troy Chanze Sr  
73 Davids Dr  
Moundsville, WV 26041-3127

Call #: 30016588316A-  
DOS: 04/16/2016  
Pt. Name: Troy Chanze Sr

2018 APR 16 PM 3:32  
FILED  
LORAIN WOODRUFF  
CIRCUIT CLERK  
WETZEL COUNTY, WV

Date Printed: 05/03/2017

<u>DESCRIPTION OF CHARGES</u>	<u>HCPC</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Base Rate	A0431	1.0	23505.00	23505.00
Loaded Miles	A0436	39.0	251.00	9789.00
All Other Charges				1682.56
Total Charges				\$34,976.56

<u>LAST PAYMENTS/CREDITS RECEIVED</u>	<u>CHECK #</u>	<u>PAYMENT DATE</u>	<u>AMOUNT</u>
Write-Off Ancillary Charge(s)		01/05/2017	1682.56
Insurance Payment	30474	08/08/2016	2587.56
Adjustment-Interest	3723050	08/08/2016	-90.09
Payment-Interest	08032016	08/08/2016	90.09
Insurance Payment - Payment-Insurance-Primary	3723050	08/08/2016	10462.44
Total Credits			\$14,732.56
<b>Balance =&gt;</b>			<b>\$20,244.00</b>

-----  
^DETACH ALONG ABOVE LINE AND RETURN STUB WITH YOUR PAYMENT^  
IF THERE ARE ANY CHANGES IN YOUR ADDRESS OR OTHER ACCOUNT INFORMATION PLEASE LET US KNOW. THANK YOU.  
Please write your call # in the memo line on your check.

Call Number: 30016588316A      TOTAL CHARGE: \$34,976.56      Patient Name: Troy Chanze Sr

Current Balance: \$20,244.00  
Amount Enclosed \$ \_\_\_\_\_

**It is imperative that you contact me immediately to avoid further recovery efforts.**

Paying by Check authorized Air Evac EMS Inc. to send the information from your check electronically to you bank for payment. Your account will be debited in the amount of your check and the transaction will appear on your bank statement. You will not receive your cancelled check back. If we cannot post the transaction electronically a scanned image of your check will be submitted to the bank for processing. If you have any questions Please contact your Patient Accounts Representative.

RETURN TO:      Air Evac Lifeteam    PO Box 106    West Plains, Mo 65775





**Sentinel**  
Air Medical Alliance

800-763-4069

1712 Pioneer Ave, Ste 216  
Cheyenne, WY 82001  
Fax: 406-756-3064

July 27, 2016

FILED  
2018 APR 16 PM 3:32  
FOR JUDGE  
CIRCUIT CLERK, MN  
METZEL COUNTY, MN

The Health Plan  
52160 National Road East  
St. Clairsville, OH 43950  
Attn: Brenda Cappellini

Dear Ms. Cappellini,

Thank you for the opportunity to review and evaluate a claim for air ambulance transport service provided by Air Evac Lifeteam. The patient is a plan participant in an employer-sponsored health plan administered by The Health Plan.

On April 16, 2016, Air Evac Life Team transported the patient from the scene of an accident in New Martinsville, West Virginia, to West Virginia University Hospital in Morgantown, West Virginia, by helicopter. Transport distance was 39 air miles. Billed charges for this transport amount to \$34,977. Specifically, the provider requests reimbursement under the following HCPCS codes:

<u>HCPCS Code</u>	<u>Description</u>	<u>Total Charges</u>
A0431	Ambulance service, base rate, rotor wing	23,505
A0436	Rotor wing air mileage @ \$251 per statute mile	9,789

Reimbursement provided under **Medicare** for this transport would be \$6,123 under the following HCPCS Codes:

<u>HCPCS Code</u>	<u>Description</u>	<u>Allowance</u>
A0431	Ambulance service, conventional air services transport rotor wing	4,796
A0436	Rotor wing air mileage @ \$34.02 per statute mile	1,327

Additionally, the provider requests reimbursement for consumables used during the transport. This practice is not standard in the industry. Providers typically bill for base rate and loaded miles HCPCS codes only, unless high cost drugs are administered. Most payors, including CMS and United Healthcare, do not allow for reimbursement under these codes as it is assumed that these services are covered under the base rate (HCPCS A0431).

Transport time: The *total elapsed time* for this patient transport, from initial notification to when the patient arrived at the receiving facility, was approximately 1 hour and 21 minutes.

sentinelairmedicalalliance.com





800-763-4069

1712 Pioneer Ave, Ste 216  
Cheyenne, WY 82001  
Fax: 406-756-3064

July 27, 2016

Medical necessity: Our physician reviewed the patient records associated with this transport and determined that transport by air ambulance was not medically necessary.

Charges by other providers: STAT Medevac, a premier provider of air ambulance services in this area, would have charged \$16,683 for this transport. This is the non-network rate. STAT Medevac operates much more complex and expensive aircraft than that utilized for this transport.

Provider's costs: The aircraft used for this transport was a Bell 206 Jet Ranger single engine helicopter. This is the least complex aircraft utilized in the air ambulance industry. Further, operational costs of this aircraft are well below those of every other helicopter type used in the air ambulance industry. Charter costs for this aircraft are typically less than \$1,800 per flight hour. It must be assumed that the charter operator makes a profit at this rate.

Total *flight time* for Air Evac Life Team's aircraft during this transport was approximately 1 hour and 12 minutes.

If Air Evac Life Team's charges are placed on an hourly basis, they amount to more than \$29,147 per flight hour (\$34,977/1.2).

By way of comparison, charter costs for a Boeing 747 are approximately \$25,000 per flight hour.

Air Evac Life Team's costs for the medical crew that participated in this transport are less than \$75 per hour each, inclusive of benefits. Total medical crew time for this transport was approximately 2 hours.

Aircraft charter costs and medical crew cost data are presented for comparison purposes. Sentinel Air Medical Alliance can estimate the provider's cost to perform the service by analyzing several factors, including operating structure, aircraft type and geographic area. In this case, an estimate of the provider's costs can be derived by dividing their monthly operating costs of approximately \$196,000 by an assumed 30 transports per month, or \$6,533. We are confident that a cost-plus reimbursement can be based on this figure.

Recommendation: Under ERISA, plan sponsors have a fiduciary responsibility to ensure plan funds are expended for *reasonable* plan expenses. It is assumed that the word "reasonable" relates to the pricing of services, as well as medical necessity.



800-763-4069

1712 Pioneer Ave, Ste 216  
Cheyenne, WY 82001  
Fax: 406-756-3064

July 27, 2016

Whether Air Evac Life Team's billed charges for this transport are viewed from the perspective of Medicare-plus, cost-plus, or in comparison to charges from another provider, they are not reasonable. These charges represent **571 percent** of the Medicare reimbursement rate, **535 percent** of the cost of providing the service, and **210 percent** of charges from a competing provider.

A reasonable level of reimbursement for this transport would be **\$13,100**. This represents 214 percent of the Medicare reimbursement rate and provides Air Evac Life Team with a 100 percent gross margin. If the plan documents require reimbursement at the "Customary" rate, STAT Medevac's rate of \$16,683 can be used as a reference.

For perspective, the gross average margin in the (for-profit) commercial aviation (charter) industry is generally less than 30 percent.

Alternatively, since it was determined by a physician that transport by air ambulance was not medically necessary, the plan may wish to reimburse the provider at the rate that would have been charged by a ground ambulance provider.

If you have any questions regarding this report, or need further assistance, please contact us at (800) 763 4069.

Sincerely,

A handwritten signature in black ink that reads "J. Frazier".

Jeff Frazier  
Partner

# **Exhibit B**

**SUMMONS**  
**CIRCUIT COURT OF WETZEL COUNTY, WEST VIRGINIA**

**TROY CHANZE, SR., on his own behalf  
and on behalf of all others similarly situated,  
Plaintiff**

VS

CIVIL ACTION NO: **18-C-29**  
Judge: **Cramer**

**AIR EVAC EMS, INC., a  
Missouri Corporation,  
Defendant**

**Please Serve:  
AIR EVAC EMS, INC.  
c/o CT Corporation System  
5400 D Big Tyler Road  
Charleston, WV 25313**

**To the above named Defendant:**

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby  
Summoned and required to serve upon the Plaintiff's Attorney

**James G. Bordas, ESQ.  
Jason E. Causey, ESQ.  
BORDAS & BORDAS, PLLC  
1358 National Road  
Wheeling, WV 26003**

an answer including any related counterclaim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within **30 Days** after service of this summons upon you exclusive of the day of service. If you fail to do so, judgment by default may be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above style civil action.

**Dated: April 18, 2018**

  
**Wetzel County Circuit Clerk**

# **Exhibit C**

Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E.  
Charleston, WV 25305

2018 APR 23 AM 11:01

LORI J. MCCOY  
CIRCUIT CLERK  
WETZEL COUNTY, WV



**Mac Warner**  
Secretary of State  
State of West Virginia  
Phone: 304-558-6000  
886-767-8683  
Visit us online:  
[www.wvsos.com](http://www.wvsos.com)

LORI WETZEL MCCOY  
Wetzel County Courthouse  
P. O. Box 263  
New Martinsville, WV 26155-0263

**Control Number:** 217602

**Defendant:** AIR EVAC EMS, INC.  
5400 D Big Tyler Road  
CHARLESTON, WV 25313 US

**Agent:** C. T. Corporation System

**County:** Wetzel

**Civil Action:** 18-C-29

**Certified Number:** 92148901125134100002302006

**Service Date:** 4/18/2018

I am enclosing:

**1 summons and complaint**

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in the name and on behalf of your corporation as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper, **not to the Secretary of State's office.***

Sincerely,

Mac Warner  
Secretary of State



**ORIGINAL**

**SUMMONS  
CIRCUIT COURT OF WETZEL COUNTY, WEST VIRGINIA**

**TROY CHANZE, SR., on his own behalf  
and on behalf of all others similarly situated,  
Plaintiff**

VS

CIVIL ACTION NO: **18-C-29**  
Judge: **Cramer**

**AIR EVAC EMS, INC., a  
Missouri Corporation,  
Defendant**

**Please Serve:  
AIR EVAC EMS, INC.  
c/o CT Corporation System  
5400 D Big Tyler Road  
Charleston, WV 25313**

**To the above named Defendant:**


IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby  
Summoned and required to serve upon the Plaintiff's Attorney

**James G. Bordas, ESQ.  
Jason E. Causey, ESQ.  
BORDAS & BORDAS, PLLC  
1358 National Road  
Wheeling, WV 26003**

APR 18 2018  
2018 APR 18 P 1:30  
STATE OF WEST VIRGINIA  
SECRETARY OF STATE

an answer including any related counterclaim you may have, to the complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within **30 Days** after service of this summons upon you exclusive of the day of service. If you fail to do so, judgment by default may be taken against you for the relief demanded in the complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above style civil action.

**Dated: April 18, 2018**

  
**Wetzel County Circuit Clerk**

# **Exhibit D**



(/DEFAULT.ASPX)

Civil  
Case Information  
Second Judicial Circuit of Wetzel County

18-C-29  
Judge: JEFFREY D. CRAMER  
TROY CHANZE, SR. VS. AIR EVAC EMS, INC.

**Plaintiff(s)****Plaintiff Attorney(s)**

CHANZE, TROY, SR.

N/A

**Defendant(s)****Defendant Attorney(s)**

AIR EVAC EMS, INC.

N/A

Date Filed: 04/16/2018  
Case Type: CONTRACT  
Appealed: 0  
Final Order Date: N/A  
Statistical Close Date: N/A

<u>Line</u>	<u>Date</u>	<u>Action / Result</u>
0001	04/16/2018	CCIS & CLASS ACTION COMPLAINT W/ EXHIBITS (1)-(2) FILED.
0002	04/17/2018	SUMMONS ISSUED (AIR EVAC EMS, INC.)
0003		COPY OF SUMMONS & COMPLAINT MAILED TO S.O.S. FOR SERVICE.
0004	04/23/2018	PROCESS "ACCEPTED FOR SERVICE OF PROCESS" BY S.O.S. ON 04/18/18
0005		FOR AIR EVAC EMS, INC.

These materials have been prepared by the Office of the Clerk of the various Circuit Courts from original sources and data believed to be reliable. The information contained herein, however, has not been independently verified by the Office of the Clerk or Software Computer Group, Incorporated. The Office of the Clerk of the Circuit Courts and Software Computer Group, Inc. assume no liability for the accuracy, completeness, or timeliness of the information contained herein.

Software Computer Group | PO Box 27 | Fraziers Bottom WV 25082

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Troy Chanze, Sr., individually and as class representative

(b) County of Residence of First Listed Plaintiff Marshall, West Virginia (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) James G. Bordas, Jr. & Jason E. Causey Bordas & Bordas, PLLC, 1358 National Road, Wheeling, WV 26003 (304) 242-8410

DEFENDANTS

Air Evac EMS, Inc.

County of Residence of First Listed Defendant St. Charles, Missouri (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known) Carte P. Goodwin, Frost Brown Todd, LLC, 500 Lee St East, Ste 401, Charleston, WV 25301; Joshua L. Fuchs & Katelyn M. Matscherz, Jones Day, 717 Texas, Ste 3300, Houston, TX 77006, (832) 239-3939

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District (specify), 6 Multidistrict Litigation - Transfer, 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(d) - Class Action Fairness Act. Brief description of cause: Plaintiff alleges Defendant charged unreasonable rates for air ambulance services.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 05/17/2018 SIGNATURE OF ATTORNEY OF RECORD /s/ Carte P. Goodwin

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: Air Evac EMS Charges 'Unreasonable' Rates for Emergency Air Transport](#)

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