

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No.: 1:19-cv-1951

RICHARD DEQUASIE;
DWAIN PATTILLO;
KATHLEEN PENCE;
KARA RIDLEY;
SANDRA SAENZ; and
MIRANDA TAYLOR,
on behalf of themselves and others similarly
situated,

Plaintiffs,

v.

AIR METHODS CORPORATION and
ROCKY MOUNTAIN HOLDINGS, LLC,

Defendants.

CLASS ACTION COMPLAINT

1. Plaintiffs bring this action individually and on behalf of a class of others similarly situated,¹ against Defendants Air Methods Corporation and Rocky Mountain Holdings, LLC. In this case, the Court must address the intersection of the Airline Deregulation Act of 1976's ("ADA") preemption provision, 49 U.S.C. § 41713(b)(1), and Defendant's efforts to collect for emergency helicopter air ambulance transports. Defendants' entered written agreements with some Plaintiffs, and Defendants intentionally incorporated therein an undertaking by which the Court was to set the proper amount of compensation for Defendants, and Defendants refused to exercise one of many available avenues to contract around the Court providing price, yet Defendants

¹ For simplicity, rather than reciting "and the Classes" each time Plaintiffs are mentioned, this pleading will refer to Plaintiffs. Such usage includes the Classes Plaintiffs seek represent.

continue to resist the judicial setting of a price for transportation. For the majority of those transported by Defendants without an signed written contract, and because Defendants lack any other legal basis to collect the arbitrary and exorbitant amounts they are asking Plaintiffs to pay, Plaintiffs ask for a declaration by the Court that Defendants cannot collect their exorbitant fees from Plaintiffs.

INTRODUCTION

2. Plaintiffs bring this proposed class action on behalf of themselves and all others similarly situated, charged by Defendants for the transportation of patients by air ambulance. For individuals like Plaintiffs, first responders or medical personnel generally determine whether a patient needs emergency helicopter transport. The transportation is often arranged, and patients are transported, without their knowledge or express or informed consent, or under the duress of life-threatening or other serious medical conditions that require immediate treatment at a hospital. Given the dire circumstances, express or informed consent or negotiation of essential terms is difficult, if not impossible, because the patient is either unconscious or otherwise incapable of giving meaningful express or informed consent.

3. Contrary to popular belief, most air ambulance transports are not from the roadside or other accident scene to a hospital. 54% of transports are “inter-facility” (from one hospital to another) with 33% being a “scene response” (on the roadside, for example), and the remainder being for organ transplant or other circumstances. See Fact Sheet and FAQs provided by the Association of Air Medical Services and available online at <https://aams.org/member-services/fact-sheet-faqs/>. It is interesting to note that the Fact Sheet provided by the industry does

not include any discussion of the costs of transport or the widespread industry practice of balance billing.

4. Defendants bill Plaintiffs an amount that vastly exceeds both the cost to provide the transport and the fair market value of the transport. Defendants' own executives admitted in a television interview that the "fair charge" for Defendants' services would be, on average, around \$12,000, but Defendants charge four times that amount and more, with the average charge for the named plaintiffs exceeding \$47,000, almost four times the "fair charge."

5. Defendants have initiated collection efforts against Plaintiffs, and, in some instances, Defendants have filed state-court breach of contract claims and other suits against patients. See Exhibit 1, exemplars of Defendants' suits filed in Oklahoma. In this regard, Plaintiffs risk adverse judgments and damage to their credit ratings. *See also* Exhibit 2, "Medical Helicopter Lawsuits on the Rise," Ben Sutherly, *Columbus Dispatch*, May 11, 2015; Exhibit 3, "Air Ambulance Company Charges Big Fees, Hassles, Then Sues Hundreds of Former Patients Who Don't Pay," Adam Walser, ABC News, Mar. 17, 2016. Defendant Air Methods Vice President stated in Exhibit 3 that if "everybody paid their fair share, you know what the charge for this service would be? \$12,000." Exhibit 3 at p.3. Yet Defendants routinely sue patients for amounts four or even five times the patient's "fair share." Defendants secured judgment against one of its patients then garnished their bank account for more than \$53,000. Exhibit 4, and collected the garnishment from the patient's small business account.

6. Defendants' legal position is simple: under the Airline Deregulation Act they are vested with plenary power to set whatever price they choose for transportation of patients *in extremis* who have no opportunity to decide whether they want or need transportation, and this

Court, and all other courts, are powerless to decide issues related to the arbitrary and inflated prices imposed after-the-fact by Defendants. The United States District Court for the District of Colorado's initial reaction to Defendants' legal position was "that's crazy." Indeed, it is.

7. Some named Plaintiffs executed a written contract, but Defendants drafted the written contract without an express provision regarding the prices charged for the transportation by Defendants. Defendants did not inform Plaintiffs or the class regarding the price of the transportation. Defendants do not even provide constructive notice of the price by way of publication of its fee schedule on their web site or otherwise. Their exorbitant prices are only disclosed after-the-fact. See exemplars of Defendants' Authorization and Consent form, attached as Exhibit 5. See also Authorization and Consent signed by Defendants' flight crew member on behalf of Plaintiff Saenz at Exhibit 10, p.2 and behalf of Plaintiff Taylor at Exhibit 11, p.2.

8. After the transportation is complete Defendants send a statement for the transportation showing a "base rate" and a "mileage" charge (collectively "charged amount") and demand payment from Plaintiffs. The rate that will be charged by Defendants for the "base charge" and "mileage" is known to Defendants prior the transportation, but it is not published on their web site or otherwise disclosed to Plaintiffs. Even in instances where a family member, or even less frequently, a coherent patient themselves, signs a document with Defendants before a transport, that document does not disclose the prices to be charged. The refusal by Defendants to disclose prices is consistent with their longstanding argument that their pricing is some sort of trade secret. However, Defendants ultimately do publicly disclose their pricing to Plaintiffs in their billing statement. As noted by Trump administration officials as recently as June 25, 2019: "Every time one of us goes to a hospital, within a couple of weeks there arrives an explanation of benefits that

contains the list price, the negotiated price, and your out-of-pocket costs. This is not some great state secret out there, that information...just needs to be presented to patients at the right time, in the right format....”² Nevertheless, Defendants refuse to disclose their pricing information to prospective transport patients.

9. Many, if not most, of the persons transported by Defendants are incapable of entering a contract: they are unconscious, in severe distress, or they are medicated. Plaintiffs who did not enter into express contracts fall into a quirky corner of the legal universe affected by the ADA. For individuals without a signed written contract, under existing precedent in the 10th Circuit, there is no way for Defendants to establish any right to collect their exorbitant fees for a breach of contract.³ Defendants have asserted that any right they have to collect for their services is solely contractual. *Scarlett v. Air Methods*, App. Case No. 18-1247 (10th Cir. Apr. 25, 2019) at p.17 and n.3. The 10th Circuit has held that “breach of contract claims [by Defendants] premised on implied-in-law contracts are necessarily pre-empted for lack of mutual assent.” *Id.* at p. 20. Implied-in-fact contracts could theoretically survive pre-emption analysis, but that requires establishing conditions that simply cannot be shown in the circumstances of an emergency transport. *Id.* at 21, 22. To establish an implied-in-fact contract in this instance, the Defendant would have to show that sufficient and detailed discussions were had to infer that the parties had

² Quoting Health and Human Services Secretary Alex Azar in an Associated Press article by Ricardo Alonso-Zaldivar, “Trump Order Aims to Disclose ‘Real’ Costs for Health Care,” *Journal Record*, June 25, 2019.

³ Plaintiffs do not agree with the 10th Circuit’s analysis of all of the issues decided in *Scarlett*; however, unless reversed by an *en banc* panel or the Supreme Court, it is the law applicable to this case. The 10th Circuit held that if Defendants sought to collect based on equitable principles, which they have expressly disclaimed, *Dan’s City Used Cars, Inc. v. Pelkey*, 569 U.S. 251 (2013) might operate to limit Defendants’ fees to an equitable amount, but so long as Defendants cling exclusively to a contract remedy, *Dan’s City*, is not applicable. *Id.* at 17.

an agreement that that agreement include a reasonable expectation that the Court would supply a price term to “effectuate the intensions of the parties or to protect their reasonable expectations,” and such an extensive set of discussions is simply impractical where a party to be transported is not capable of signing an express written contract. *Id. at 21.*

10. The Class will include the patient transported, the legal custodian of the patient (in the case of spouses or minor or mentally disabled patients), the estate of a deceased patient, or any person or entity from whom Defendant has demanded payment for helicopter ambulance transport of themselves or another. It is expected that for each transport, there will be only one class member, though for married couples, it may be both the transported person and their spouse.

11. The price comprising the charged amount was not disclosed to the Plaintiffs or the Class by Defendants, nor is the price charged agreed to or negotiated by Defendants and the persons charged prior to transportation of the patient. As such, in the context of a signed written contract, Defendants’ express undertaking is to submit to a court the question of the proper amount to be charged for any services provided.

12. In this action, Plaintiffs, on behalf of themselves, seek a declaration with respect to Plaintiffs’ ’s legal obligation, if any, with respect to payment to Defendants of the prices charged for the transportation services provided and for the Court to determine the unspecified price term. For those with signed written contracts, Plaintiffs ask the Court to determine the proper price, and for those without signed written contracts, Plaintiffs ask the Court to find that no obligation to pay can exist given preemption analysis under the ADA.

13. The ADA, 49 U.S.C. § 41713(b)(1) provides:

[A] State, political subdivision of a State...may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of an air carrier that may provide air transportation under this subpart.⁴

14. Defendants send a statement for the charged amount to the Plaintiffs and demands payments for prices that the Plaintiffs and Class never agreed to pay. In the absence of payment, Defendants initiate collections, report the amount charged as an unpaid bill to credit reporting agencies, engage in collection efforts, seek to enforce liens, and initiate lawsuits in state courts, or seek to enforce state law related to the price or services they provide. Defendants demand payment, initiate collection efforts, and threaten suit in state court for judgments based upon prices never disclosed and agreed upon for the services provided by the Defendants in spite of the fact that Defendants knew, prior to the transportation, the prices they would charge.

⁴ The text of the ADA reveals that Defendants are not a “common carrier,” which is a prerequisite to being an “air carrier.” An “air carrier” provides “air transportation” which means “transportation of passengers...as a *common carrier* for compensation.” 49 USC §40102(a). A “common carrier” is defined as “any carrier required by law to convey passengers...without refusal if approved fare or charge is paid in contrast to private or contract carrier.” BLACK’S LAW DICTIONARY (emphasis added). Irregular routes indicate that a carrier is not a “common carrier.” The definition from BLACKS was cited with approval in a D.C. Circuit opinion interpreting the term “common carrier,” and the case also cited the presumption set by the Supreme Court of “following the common law usage where Congress has employed a term with a well-settled common law meaning.” *CSI Aviation Servs v. United States DOT*, 637 F.3d 408, 415 (D.C. Cir. 2011) (finding that the company in that case was not an “air carrier” because they did not meet the definition of a “common carrier”). The absence of “approved fares or charges,” in fact even publicly disclosed prices, and the absence of regular routes with fixed end points, make clear that Defendant is not a “common carrier” and should thus not be deemed an “air carrier.” *Alves v. Pub. Utils. Comm’n*, 260 P.2d 785, 788 (Cal. 1953) (discussing the differences between a “common carrier between fixed termini and over regular routes” and a “highway contract carrier” that does not operate between fixed termini and over regular routes); *Railroad Comm’n of Tex. v. Cent. Freight Lines, Inc.*, 434 S.W.2d 911, 916 (Tex. App. 1968) (discussing the differences between carriers operating over “regular routes” and between fixed termini and those on “irregular routes”). However, the courts have uniformly rejected this analysis, so Plaintiffs do not assert it herein.

15. Defendants have the option to negotiate an agreed rate with Plaintiffs' insurers. However, Defendants have traditionally failed or refused to enter such negotiations preferring, instead, to submit the price under their agreement to determination by the Court.

16. Defendants have found they make more money by refusing to negotiate and instead attempting to impose their excessive prices on Plaintiffs after the fact. The Tenth Circuit described the situation thus: "Unscrupulous pricing behaviors that would not be sustainable in a true free market...are easily perpetuated in the warped market of air-ambulance service." *Eaglemed, LLC v. Cox*, 868 F.3d 893, 903 (10th Cir. 2017).

17. The type of preliminary approach advanced by Plaintiffs regarding signed written contracts is illustrated by an order from *Wagner v. Summit Air Amb. & Reach Air Med*, 2017 U.S. Dist. LEXIS 177709, 2017 WL 4855391 (D. Mont. Oct. 26, 2017), refusing to dismiss a complaint asserting claims like Plaintiffs herein assert regarding the signed written contract class. *Wagner* found that the defendant air ambulance companies in that case "knowingly incorporated a consideration term of 'reasonable worth' by their self-imposed and voluntary undertaking to omit a specific consideration term." Plaintiffs intend to and do assert the same type of claims herein as those asserted in *Wagner* for the signed written contract class.

PARTIES

18. Defendant Air Methods Corporation is incorporated under the laws of Delaware with a principal place of business in Englewood, Colorado.

19. Defendant Rocky Mountain Holdings, LLC, is a limited liability company organized under the laws of Delaware with a principal place of business in Cincinnati, Ohio. On information and belief, Defendant Rocky Mountain Holdings, LLC, regularly conducts business

in Colorado. On information and belief, Defendant Rocky Mountain Holdings, LLC, is a subsidiary of Defendant Air Methods Corporation.

20. Plaintiff DeQuasie resides in Oklahoma County, Oklahoma. Documents related to Dequasie's claims are attached as Exhibit 6.

a. Plaintiff Richard DeQuasie is the father of H. DeQuasie, a minor.

b. On July 1, 2014, Defendants transported H. DeQuasie from a rural area in Haskell County, Oklahoma to St. Francis Hospital in Tulsa, Oklahoma.

c. A ground ambulance arrived at the scene first and H. DeQuasie was unconscious when it got there. The EMTs told Plaintiff DeQuasie that his daughter may not survive if transported by ground ambulance, so the EMTs called Defendants.

d. Defendants arrived two hours later to pick up H. DeQuasie; she was still unconscious. It would have taken Plaintiff DeQuasie around an hour and a half to drive his daughter to the hospital.

e. Plaintiff DeQuasie signed a consent form prior to the transport, but he was not told anything about the price of the transport.

f. Following the transport, Defendants billed Plaintiff DeQuasie \$43,165.30, which included a "base" charge of \$25,221.62 and an additional \$17,943.68. The trip was 64 miles, making the charge per mile \$280.37.

g. Plaintiff DeQuasie was insured by Blue Cross Blue Shield of Oklahoma, which paid \$6,969.81.

h. Following the payment by BCBS, Defendants attempted collection of the remaining balance from Plaintiff DeQuasie. Defendants were hostile in this process, telling

Plaintiff DeQuasie that if he did not pay them at least partial payment, the full balance would be sent to collections. Plaintiff DeQuasie felt threatened by Defendants and ultimately paid \$18,847.75. He had to borrow money from family members in order to make this payment, putting a huge financial strain on his family.

i. The payment by DeQuasie of \$25,817.56 greatly exceeded the value of Defendants' services, which Defendants' own vice-president described as around \$12,000. See Exhibit 6 (showing payments by DeQuasie) and Exhibit 3 (Defendants' Vice President stating that \$12,000 is the "fair" charge for their services).

21. Plaintiff Dwain Pattillo resides in Seminole County, Oklahoma. Documents related to Pattillo's claims are attached as Exhibit 7.

a. On April 30, 2016, Defendants transported Pattillo from a hospital in Seminole, Oklahoma to St. Anthony Hospital in Oklahoma City, Oklahoma.

b. Plaintiff Pattillo had a heart attack in his home and was taken by ambulance to a hospital in Seminole. His condition worsened in the few hours he was at the hospital in Seminole, and the doctors determined that he needed to be transferred to St. Anthony for proper treatment. He was given morphine at the hospital in Seminole, so he only vaguely remembers signing a consent form given to him by Defendants. He does not remember being told anything about the transport, including the price of the transport.

c. Following the transport, Defendants billed Pattillo \$47,225.54, which included a "base" charge of \$30,354.54 and an additional \$16,871.00 for mileage. The trip was 50 miles, making the charge per mile \$337.42.

d. Plaintiff Pattillo was insured by Blue Cross Blue Shield of Oklahoma, which paid \$4,889.80, leaving him with a balance of \$42,335.74. Plaintiff Pattillo thinks it was wrong of Defendants to take advantage of him while he was under the influence of medication.

e. Plaintiff Kathleen Pence and her minor child reside in Tulsa County, Oklahoma. Documents related to Pence's claims are attached as Exhibit 5.

f. On November 16, 2016, Defendants transported Kathleen Pence's newborn baby from St. John's Hospital in Tulsa, Oklahoma to the University of Oklahoma Children's Hospital in Oklahoma City, Oklahoma.

g. Plaintiff Pence's child was born with severe narrowing of her aortic arch, which required surgery. Her daughter's cardiologist informed Plaintiff Pence that the transport to Children's hospital had already been arranged. The cardiologist subsequently informed Plaintiff Pence that he was not aware that it was a third-party air ambulance transporting her daughter.

h. Neither Plaintiff Pence nor her husband recall signing any documents from Defendants prior to the transport.

i. Following the transport, Defendants billed Plaintiff Pence \$59,999,⁵ which included a "base" charge of \$30,354.54 and an additional \$29,644.46 for mileage. The trip was approximately 100 miles, making the charge per mile roughly \$296.44.

j. Plaintiff Pence was insured by United Healthcare, which paid \$19,713.05 toward the charges. This left Plaintiff Pence with a balance of \$40,285.95. The amount paid by Pence's

⁵ The \$59,999 billed to Pence which is just below \$60,000 is not coincidental. Defendants understand how outrageous their charges are, so they have a "cap" at any one time above which they will not bill. That "cap" is raised by Defendants periodically, typically in increments of \$5,000.

insurer was more than the proper charge for the transport, so Pence should not be subject to Defendants' collection efforts.

k. Defendants have called Plaintiff Pence multiple times attempting to collect the remaining balance. They have been very hostile in this process, refusing to identify themselves until Plaintiff Pence does and threatening to send the bill to collections if it is not paid.

22. Plaintiff Kara Ridley resides in Craig County, Oklahoma. Documents related to Ridley's claims are attached as Exhibit 6.

a. Plaintiff Ridley is the mother of K. Ridley, a minor.

b. On October 15, 2015, Defendants transported K. Ridley from Integris Grove Hospital in Grove, Oklahoma to St. Francis Hospital in Tulsa, Oklahoma.

c. K. Ridley was born at Integris Grove Hospital in Grove, Oklahoma. The following day, her physician informed Plaintiff Ridley that her daughter had respiratory problems and Integris Grove Hospital was not equipped to provide her adequate care. The physician told Plaintiff Ridley that her daughter would need to be transported to St. Francis Hospital in Tulsa, and she told the physician to do whatever is best for her daughter.

d. Plaintiff Ridley did not sign any documents from Defendants prior to the transport.

e. Following the transport, Defendants billed Plaintiff Ridley \$51,798.96, which included a "base" charge of \$28,248.21 and an additional \$23,550.75 for mileage. The trip was 75 miles, making the charge per mile \$314.01.

f. Plaintiff Ridley was insured by Global Health, which paid \$14,942.88. This left Plaintiff Ridley with a balance of \$36,856.08.

g. Defendants presented Plaintiff Ridley with an “Assignment of Benefits” form after transport, which falsely claimed that the form was “****REQUIRED FOR INSURANCE BILLING.” See Exhibit 9 at p.9. This misleading form purported to assign all benefits under insurance to Defendants and purports to make the signer personally responsible for any billed charges not paid by their insurer. There was no consideration for the execution of the Assignment of Benefits form, and it was procured with false and misleading claims.

23. Plaintiff Sandra Saenz resides in Wagoner County, Oklahoma. Documents related to Saenz’s claims are attached as Exhibit 7.

a. On June 9, 2016, Defendants transported Saenz from the site of a car accident outside of Broken Arrow, Oklahoma to St. John Medical Center in Tulsa, Oklahoma.

b. Plaintiff Saenz was unresponsive at the time of transport, so a consent form was signed by one of Defendants’ employees. See Exhibit 7 at p.2.

c. Following the transport, Defendants billed Plaintiff Saenz \$35,415.84, which included a “base” charge of \$30,354.54 and an additional \$5,061.30 for mileage. The trip was 15 miles, making the charge per mile \$337.42.

d. Plaintiff Saenz was insured by Medicaid, but she has not received any documents from them regarding payment on the balance.

24. Plaintiff Miranda Taylor resides in Garfield County, Oklahoma. Documents related to Taylor’s claims are attached as Exhibit 8.

a. Plaintiff Taylor is the mother of E. Ramer, a minor.

b. On November 19, 2013, Defendants transported E. Ramer from Integris Bass Health Center in Enid, Oklahoma to Integris Baptist Medical Center in Oklahoma City, Oklahoma.

c. Ramer had asthma and was suffering from pneumonia. There was no children's ICU at the hospital in Enid, so he had to be transported to a hospital that would have the right accommodations. The nearest hospital that did was in Oklahoma City.

d. Plaintiff Taylor signed a consent form before the transport, but she was not told anything about what she was agreeing to.

e. Following the transport, Defendants billed Plaintiff Taylor \$37,870.86, which included a "base" charge of \$22,419.22 and an additional \$15,451.64. The trip was 62 miles, making the charge per mile \$249.22.

f. Plaintiff Taylor was insured by a Blue Cross and Blue Shield Blue Choice Gold policy, which paid \$7,546.70. Plaintiff Taylor also was offered a \$11,889.67 "discount" on her bill, leaving her with a balance of \$18,434.49, which she was unable to pay. Therefore, on information and belief, Defendants now seek to recover their full billed amount.

25. The average charge for Plaintiffs is nearly \$46,000. The "base" and mileage charges for Plaintiffs are shown in the following table:

Client	"Base" Charge	Miles	\$/Mile	Mileage Charge	Total Bill
DeQuasie	\$25,221.62	64	\$280.37	\$17,943.68	\$43,165.30
Pattillo	\$30,354.54	50	\$337.42	\$16,871.00	\$47,225.54
Pence	\$30,354.54	100	\$296.44	\$29,644.46	\$59,999
Taylor	22,419.22	62	\$249.22	15,451.64	\$37,870.86
Ridley	\$28,248.21	75	\$314.01	\$23,550.75	\$51,798.96
Saenz	\$30,354.54	15	\$337.42	\$5,061.30	\$35,415.84

Client	"Base" Charge	Miles	\$/Mile	Mileage Charge	Total Bill
Average	\$27,825.45	-	\$302.48	\$18,087.14	\$45,912.58

JURISDICTION AND VENUE

26. This Court has original jurisdiction pursuant to 28 U.S.C §1331. Further, the amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$5,000,000.00 and is a class action in which Plaintiffs and members of the Class are citizens of states different from Defendants.

27. This Court has personal jurisdiction over Defendants because they are authorized to do business and are conducting business throughout the United States, including Colorado; it has sufficient minimum contacts with the various states of the United States, and the State of Colorado; and/or sufficiently avails itself of the markets of the various states of the United States, including Colorado, to render proper the exercise of jurisdiction by this Court.

28. Venue is proper in this district under 28 U.S.C. § 1391(b)(1) because Defendant Air Methods Corporation maintains its principal place of business in this District and is subject to personal jurisdiction in this District and has consented to venue in this District.

29. Venue is also proper because: (a) Defendants are authorized to conduct business in this District and have intentionally availed itself of the laws and markets within this District; (b) do substantial business in this District; and (c) are subject to personal jurisdiction in this District.

DEFENDANTS' PRIOR STATE COURT LITIGATION

30. On information and belief, Defendants have filed multiple state-court breach-of-contract suits in multiple states to collect their charges, both by direct actions against a transported person and by way of making claims in interpleader actions.

31. On information and belief, Defendants have filed proof of claims in multiple bankruptcy cases asserting a right to be paid based on state-law breach-of-contract theories.

32. On information and belief, Defendants have filed claims in estate cases to recover their charges for transportation of a deceased person in multiple cases.

33. On information and belief, Defendants have sought more compensation from Medicare, Medicaid and Tricare insureds than is allowed under the relevant payment schedule for providers that accept assignment of benefits from Medicare, Medicaid and Tricare patients.

34. On information and belief, Defendants have sought more compensation from patients with commercial insurance, employer-sponsored health benefits plans, and other non-governmental third-party payers than what the insurance industry has determined to be the uniform, customary, and reasonable rate in each locality.

35. On information and belief, Defendants have compelled class members to enter into contracts to pay their full billed amount in monthly installments paid over decades with interest.

36. On information and belief, Defendants have enforced, or sought to enforce, subrogation claims or liens against personal injury claims or recoveries seeking their full billed amounts.

37. Defendants' collection efforts against Plaintiffs were ongoing at the time this action was filed, and Defendants will continue efforts to collect their improperly billed amounts in the

absence of relief granted by the Court in this action. There is a live and ongoing dispute between Plaintiffs and Defendants.

Constitutional Issues

38. First, Plaintiffs note that there is a straightforward legal path to address this dispute in the context of an agreement undertaken by the parties with the understanding that the Court would set the price term, so it is unnecessary to even reach the difficult constitutional problems presented by the positions previously taken by air ambulance companies. However, since the issues have been reached in prior cases, the following constitutional claims are asserted in the alternative.

39. The legal position of air ambulance companies in prior cases has been simple: under the Airline Deregulation Act, 49 U.S.C. § 41713(b)(1) (“ADA”), air ambulance companies claim they are vested by the ADA with plenary power to set whatever price they choose for transportation of patients *in extremis* who have no opportunity to decide whether they want or need transportation, and this Court, and all other courts, are powerless to decide issues related to the arbitrary and inflated prices imposed after-the-fact by Defendants.

40. Plaintiffs’ position can also be simply stated: the air ambulance companies’ assertion cannot be right about what the law is. It is fundamentally unfair, and shocking to the conscience, that persons who are transported while gravely injured by a company called to respond without their knowledge or express or informed consent can be charged whatever price Defendants choose, and there is zero opportunity for Plaintiffs to challenge Defendants’ purported plenary power. Even actions by the other branches of the federal government are subject to judicial review, and it is beyond the pale to assert that Defendants’ undisclosed prices are not.

41. **Seventh Amendment – Right to Jury Trial.** Defendants assert that they have the right to seek compensation from their clients based on various state law theories including, but not limited to, express or implied state law contract, but amazingly then assert that courts have no right to question the air ambulance company’s arbitrarily-billed charges.

[Court]: Your company can bill what it wants and collect based on...some...state law theory, but...[transported patients] can’t challenge the bill under that same theory.

[Counsel for Air Methods]: That is the nature of ADA preemption under the law as it’s written now.

[Court]: That’s crazy.

Trans. of Sept. 27, 2017 hearing in *Scarlett et al. v. Air Methods Corp.* (D. Colo. Case No. 16-CIV-2723-RBJ).

42. The *Wagner* court found that a “circular logic permeates these arguments” made by air ambulance companies. *Wagner* at pp. 5-6.

43. Defendants’ one-way-agreement argument violates Plaintiffs’ Seventh Amendment right to a jury. “No question that a breach of contract seeking money damages was triable at law in 1791” so a party joined in such an action would be entitled to a jury. *Gangitano v. NN Inv’rs Life Ins.*, 773 F. Supp. 342, 343-44 (S.D. Fla. 1990); *see also OHC Liquidation Trust v. Credit Suisse*, 378 B.R. 59 (D. Del. Bankr. 2007) (claims seeking “money damages for breach of express or implied contracts are clearly legal”) (quoting from *Donovan v. Robbins*, 579 F. Supp. 817, 822 (N.D. Ill. 1984)). “As a general rule, monetary relief is legal...and that claims...[have]

a right to trial by jury.” *Control Ctr, LLC v. Lauer*, 288 B.R. 269, 278 (M.D. Fla. 2002) (citing *Feltner v. Colum. Pict. Tele., Inc.*, 523 U.S. 340, 352 (1988)).

44. The law cannot constitutionally provide Defendants with the right to sue Plaintiffs to recover damages under a legal breach of express or implied contract theory and, at the same time, deny Plaintiffs the right to a jury trial to contest the arbitrarily-imposed-after-the-fact prices Defendants seek to recover. Such a circumstance unconstitutionally denies Plaintiffs the right to a jury trial on the legal claims at issue.

45. Defendants argue they are entitled to recover arbitrarily-set charges under an implied contract theory under state law, but the ADA precludes Plaintiff from challenging the rates Defendants impose – the one-way implied contract argument. The radical proposition advanced by Defendants indicates a clear problem: Defendants’ position deprives Plaintiffs of the right to a jury trial, in violation of the Seventh Amendment to the Constitution:

On the common law side of the federal courts, the aid of juries...is required by the Constitution itself. Congress may devise novel causes of action involving public rights free from the strictures of the Seventh Amendment...But it lacks the power to strip parties contesting matters of private right of their constitutional right to a trial by jury.

Granfinanciera, S.A. v. Nordberg, 492 U.S. 33, 51–52 (1989).

46. “There is certainly no question that a breach of contract action seeking money damages only was triable at law in 1791. Since Plaintiffs’ cause of action...is essentially a contract action, Plaintiffs are entitled to a trial by jury....” *Gangitano v. NN Inv’rs Life Ins. Co., Inc.*, 733 F. Supp. 342, 343–44 (S.D. Fla. 1990).

47. If Defendants are right that the unique set of facts imposes on injured or unconscious patients, with little or no choice to enter into a transaction with Defendants, and zero information on the price they will be charged, the obligation to pay whatever outrageous rates Defendants impose, with no right to jury trial, then the ADA is unconstitutional as applied here because it denies Plaintiffs their right to a jury trial.

48. Breach of implied contract claims are legal, and Plaintiffs have a right to jury trial regarding them. *Donovan v. Robbins*, 579 F. Supp. 817, 822 (N.D. Ill. 1984) (claims seeking “money damages for breach of express or implied contracts . . . are clearly legal and the Seventh Amendment would require a jury trial as to them”); 8-38 MOORE’S FED. PRACTICE § 38.30 (“Actions for money damages for breach of contract are legal in nature and are triable to a jury.”) Plaintiffs have the right to a judicial declaration of their legal rights, as they have asserted in this action, and the reverse is also true; the right to a jury trial applies to Defendants as parties seeking to collect a debt. *Elm Ridge Exploration Co., LLC v Engle*, 721 F.3d 1199, 1222 (10th Cir. 2013).

CLASS ACTION ALLEGATIONS

49. This action is brought and may be maintained as a class action pursuant to Fed. R. Civ. P. 23. The requirements of Fed. R. Civ. P. 23(a), (b)(1), (b)(2) and (b)(3) are met with respect to the Class defined as follows:

Signed Contract Class. All persons billed by Defendants, or who paid a bill from Defendants, for air medical transport that Defendants carried out from a location in the United States without an express price term, prior to transport, setting the specific mileage and base rate charges.

Non-Contract Transport Class. All persons billed by Defendants, or who paid a bill from Defendants, for air medical transport that Defendants carried out from a location in the United States without a contract signed by Plaintiff or their agent, prior to transport.

Excluded from both Classes are Defendants, any entity in which Defendants has a controlling interest or which have a controlling interest of Defendant, and Defendants' legal representatives, assigns and successors. Also excluded are the judge to whom this case is assigned and any member of the judge's immediate family.

50. Plaintiffs expect to seek certification of the Signed Contract Class under Rule 23(b)(3) and of the injunctive classes under (b)(1) or (b)(2).

51. The Classes will include only persons having viable claims under the applicable statute of limitation, and, based on Plaintiffs' claims for breach of express contract formed in Oklahoma, that period is five years. For the Non-Contract Transport Class, the Oklahoma statute of limitation is arguably two years. However, both Classes claim the benefit of American Pipe tolling as a result of previous class cases filed against Defendants. See *American Pipe & Constr. Co. v. Utah*, 414 U.S. 538 (1974).

52. Rule 23 permits Plaintiffs the right to redefine the Classes prior to class certification.

53. The members of the Classes are so numerous that joinder of all members is impracticable. The exact number of Class Members is unknown as such information is in the exclusive control of Defendants. However, due to the nature of the trade and commerce

involved, Plaintiffs believe the Proposed Classes consists of thousands of Class Members. Defendants themselves claim that they transport more than 100,000 patients each year, operating out of more than 300 bases in the 48 contiguous states. See: <https://www.airmethods.com/about-us>

54. Common questions of law and fact affect the rights of each Class Member and a common relief by way of declaratory judgment and injunction, including at least the following:

a. Did Defendants and Plaintiff who signed a contract that did not specify a price have an agreement for Plaintiff to pay a price determined by the Court for Defendants' patient transportation services?

b. Did the Defendants have a fixed mileage price and "helicopter rotor base" price for the transportation before Plaintiff and Class Members were transported?

c. Did Defendants communicate their fixed mileage price and "helicopter rotor base" price for the transportation to Plaintiffs, actually or constructively, before the patients were transported?

d. Did Defendants demand payment of a fixed mileage price and "helicopter rotor base" price for the transportation of patients when the mileage and helicopter rotor base prices sought had not been expressly agreed to by Plaintiff?

e. What voluntary undertakings did Defendants accept regarding transportation of Plaintiff?

f. Is there any basis for Defendants to recover its billed fees other than via state law claims for express signed contract?

g. Whether Defendants could contract around the Court supplying the price by, for example: i) publicly disclosing their prices, for example on their web site; ii) disclosing pricing on their written contracts; or iii) negotiating with Plaintiff's insurers on an agreed rate?

h. Whether Defendants undertook an agreement with Plaintiffs who signed an agreement with the knowledge that the absence of an express price term necessarily required the Court to provide a price?

i. Whether the Court should grant injunctive relief to Plaintiffs who do not have a signed contract with Defendants to prevent the all further collection efforts by Defendants?

j. If Defendants assert the same arguments advanced by them in previous litigation, whether the positions asserted by Defendants violate Plaintiff's 's right to a jury trial under the Seventh Amendment or denies them Due Process.

k. Whether Defendants should be enjoined from seeking to collect amounts not agreed to by the parties.

55. The claims and defenses of the named Plaintiffs are typical of the claims and defenses of the Classes. For the Signed Contracts Class, Defendants have sought to impose undisclosed, arbitrary prices by Defendants on Plaintiffs who signed an agreement for transportation mileage and "helicopter rotor base" in violation of the parties' agreement for the Court to provide the price term. For the Non-Contract Class Defendants sought to collect an alleged debt for which they have no valid basis for collection since any efforts to impose a price by any court would be preempted under the ADA.

56. The named Plaintiffs will fairly and adequately assert and protect the interests of the Classes. Specifically, they have hired attorneys who are experienced in prosecuting class

action claims and will adequately represent the interests of the Classes. Neither the named Plaintiffs nor putative class counsel have a conflict of interest that will interfere with the maintenance of this class action.

57. A class action provides a fair and efficient method for the adjudication of this controversy for the following reasons:

a. The Class is so numerous as to make joinder impracticable but not so numerous as to create manageability problems;

b. Prosecution of separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications against Defendant when confronted with incompatible standards of conduct;

c. Adjudications with respect to individual members of the Class could, as a practical matter, be dispositive of any interest of other members not parties to such adjudications, or substantially impair their ability to protect their interests; and

d. Defendant has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Class as a whole.

e. There are no unusual legal or factual issues which would create manageability problems; and

f. Class adjudication is superior to individual adjudication of the claims at issue in this case.

CAUSES OF ACTION
COUNT I
Breach of Contract Regarding Signed Contract Class

58. Plaintiffs incorporate the paragraphs outside of this Count as though set forth herein.

59. Prior to the receipt of services, Defendants chose to engage in no disclosure or negotiation of contract terms. Instead, Defendants chose a course of allowing the Court to set the contract price.

60. The agreement between Defendants and the Signed Contract Class did not mention the price to be charged for the services. Plaintiffs expressly agreed to pay Defendants, but the Defendants' form contract left the price as a term to be set by the Court.

61. Prior to sending Plaintiffs a bill, Defendants never disclosed the rates they charge for their services. As these agreements contained an undefined price term, they constituted an undertaking to provide services with the understanding that the price would be a reasonable amount set by the Court.

62. Members of the Signed Contract Class, to the extent they had any understanding at the time of contracting, had a reasonable expectation that Defendants would charge a reasonable amount for their services.

63. Instead of charging the Signed Contract Class properly for their services, Defendants breached the agreement by charging inflated and exorbitant prices that bear no reasonable relationship to the value of the services rendered.

64. By any measure, the prices Defendants charged were unreasonable. These prices far exceeded the amounts paid by third party payers, including the "uniform, customary, and

reasonable” amount paid by the health insurance companies or employer-sponsored health benefits plans to out of network providers, and the amount paid by Medicare, Medicaid and other government payers for the same services. The prices are nearly four times what Defendants’ own executives said was a “fair” price.

65. As a result of Defendants’ breach of the agreements, members of the Signed Contract Class have been injured in the amount at least equal to the overcharges levied by Defendants, and any other consequential damages flowing from the breaches. Plaintiffs and members of the Signed Contract Class are therefore entitled to restitution remedies, consequential damages, pre-judgment interest and such other relief as set forth in the prayer below.

COUNT II
Injunctive and Declaratory Relief Pursuant to 28 U.S.C. § 2201

66. Plaintiffs incorporate the paragraphs outside of this Count as though set forth herein.

67. 28 U.S.C §2201 provides as follows:

In a case of actual controversy within its jurisdiction...any court of the United States, upon the filing of an appropriate pleading, may declare the rights and other legal relations of any interested party seeking such declaration, whether or not further relief is or could be sought. Any such declaration shall have the force and effect of a final judgment or decree and shall be reviewable as such.

68. Prior to the provision of services, no negotiation of contract terms regarding the price of Defendants’ transportation services took place and Plaintiffs, the Class and Defendants did not enter into an express agreement on the price Defendants would charge, and the Plaintiffs/Class would pay for transport services.

69. In all instances, Defendants seek assistance from the Plaintiffs to obtain third-party payment for the charged amounts.

70. If there is no third-party payment or that payment is less than the charged amounts, Defendants demand payment (“balance bills”), threaten adverse consequences, and initiate detrimental collection efforts against Plaintiffs.

71. In the event Plaintiffs do not pay Defendants the charged amounts, Defendants threaten collection, report the unpaid charged amount as bad debt to credit reporting agencies, accrue interest and fees, and ultimately may file suit in state court or claims in bankruptcy for the amounts charged to coerce Plaintiffs to make payments that they do not owe, and Defendants cannot legally collect.

72. Plaintiffs seek injunctive and declaratory relief for the purposes of determining questions of actual controversy between the Plaintiffs, the Class and Defendants. The exhibits to this Complaint show Defendants’ extensive efforts to collect their alleged debt from Plaintiffs, and Defendants have expressed an intent to engage in ongoing collection efforts.

73. Defendants have acted in a uniform manner in failing to disclose and negotiate the price they would charge for transportation services before rendering services, balance billing the Plaintiffs in the event the charged amounts are not paid, and engaging in collection efforts, including litigation.

74. Defendants have acted or refused to act on grounds that apply generally to Plaintiffs such that declaratory relief to determine whether Defendants and Plaintiffs, have an enforceable agreement, the enforcement of which is not preempted by the ADA, so that final injunctive relief

or corresponding declaratory relief is appropriate respecting the Class as a whole within the meaning of Fed. R. Civ. P. 23.

75. Defendants have demanded payment of the charged amounts from the Plaintiffs and have threatened or initiated collection efforts against the Plaintiffs.

76. There is an actual dispute and controversy between Plaintiffs, and Defendants as to whether Defendants can demand payment for services concerning which no express price was agreed, can engage in collection efforts where no legally enforceable contract exists, can impose interest and costs of collection on Plaintiffs, and whether any attempt by Defendants to collect the amounts charged under the circumstances is prohibited by the preemption provisions of the ADA.

77. Plaintiffs have no adequate remedy at law.

78. Plaintiffs seeks declarations to determine the rights of the Class Members, in particular:

a. The Court finds that Defendants chose not to enter into any express and informed contract for Plaintiffs to disclose prices charged by Defendants for the transportation services they provided;

b. If the Court finds that the parties did not voluntarily undertake to have the Court set the price, then the Court should find that the ADA, 49 U.S.C. § 41713 preempts Defendants from seeking judicial enforcement or judgment against Plaintiffs where Defendants and the Plaintiffs, did not agree to pay the prices charged prior to the transportation of patients because such action by a court would impose terms on the parties that they did not voluntarily undertake;

c. The Court finds that Defendants has no legal enforceable right to collect the prices charged in court proceedings, or other collection efforts, and Plaintiffs, have no obligation to pay Defendants the prices charged.

d. If Defendants assert the same arguments advanced by other air ambulance companies in previous cases, the Court finds that the positions asserted by Defendants violate Plaintiffs' right to a jury trial under the Seventh Amendment and/or deny them Due Process under the Fifth Amendment.

e. Plaintiffs further seek a prospective order from the Court requiring Defendants to: (1) cease charging for the transporting of patients without an express agreement or full disclosure as to the rates for mileage and helicopter rotor base; and (2) to cease Defendants' attempts to collect outstanding bills for which no agreement as to price exists from Plaintiffs and the Members of the Proposed Class, except at a price that Defendants have undertaken for the Court to set.

79. Plaintiffs and the Proposed Class seek the disgorgement by Defendants of all sums collected by the Defendants from third-party payors who Defendants did not have a preferred provider contract with, who have paid any amounts charged by the Defendants and other relief as set forth in the prayer below.

80. Defendants' collection efforts damage the credit or financial health of Plaintiffs, cause them to incur legal fees and litigation expenses, impede their ability to resolve personal injury claims, force them to consider filing or file bankruptcy, and expose Plaintiffs to claims for unlawful rates, interest on unpaid Defendants' charges and vexing and harassing collection efforts. As a result of Defendants' practices as described above, Plaintiffs have suffered, and will continue to suffer, irreparable harm and injury.

81. Accordingly, Plaintiffs respectfully ask the Court to enter a permanent injunction ordering Defendants to cease and desist their practice of charging Plaintiffs for transporting patients in any amount greater than the reasonable amount set by the Court.

PRAYER FOR RELIEF

THEREFORE, Plaintiffs, individually and on behalf of the Class of persons described herein, pray for an Order as follows:

a) Entering an order certifying the Classes (and subclasses, if applicable), designating Plaintiffs as the class representatives, and designating the undersigned as class counsel;

b) Awarding damages and consequential damages, as appropriate;

c) Awarding Plaintiffs all costs and disbursements, including attorneys' fees, experts' fees, and other class action related expenses;

d) Imposing a constructive trust, where appropriate, on amounts wrongfully collected from Plaintiffs pending resolution of their claims herein;

e) Issuing appropriate declaratory and injunctive relief to declare the rights of Plaintiffs including, but not limited to a declaration that, absent a signed agreement, Defendants are precluded from collecting anything from transported patients;

f) Finding that Defendants have breached the terms of its signed agreement by refusing to bill and accept a price established by the Court in the absence of an express price term in signed contracts;

g) Awarding pre-judgment and post-judgment interest; and

h) Granting such further relief as the law allows and the Court deems just.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all claims and issues.

DATED this 5th day of July 2019.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

s/ Abby C. Harder

Michael D. Plachy, Esq.
Abby C. Harder, Esq.
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Denver, CO 80202-5835
Tel.: (303) 623.9000
Fax: (303) 623.9222
Email: mplachy@lrrc.com
aharder@lrrc.com

EDWARD L. WHITE, P.C.

s/ Edward L. White

Edward L. White, Esq.
829 East 33rd Street
Edmond, Oklahoma 73013
Tel.: (405) 810-8188
Fax: (405) 608-0971
Email: ed@edwhitelaw.com

FILED [Signature]

IN THE DISTRICT COURT IN AND FOR LINCOLN COUNTY STATE OF OKLAHOMA

CINDY KIRBY CT. CLK. LINCOLN CO., OKLA.

EAGLEMED,

Plaintiff,

vs.

FREDDIE BRUNER,

Defendant.

Case No.

PETITION

Plaintiff, Eaglemed, by and through its attorneys, Timothy A. Fisher and Kristin Blue Fisher of the firm of Fisher & Fisher, for its Petition against the Defendant, Freddie Bruner, alleges and states as follows:

- 1. Plaintiff conducts business in Lincoln County, Oklahoma.
2. Defendant is either an individual residing in Lincoln County, Oklahoma or received services from Plaintiff in Lincoln County, Oklahoma.
3. The debt, which is the subject matter of this action, was incurred in Lincoln County, Oklahoma and this court has jurisdiction over the subject matter hereof and the parties hereto.
4. Defendant is indebted to Plaintiff for services rendered on open account and for an account stated in the sum of \$10,296.00.
5. After all due and just credits have been applied and after demand, there remains due, owing and unpaid the sum of \$10,296.00.

6. Plaintiff is entitled to an order authorizing the release of information from the Oklahoma Employment Security Commission regarding Defendant's current employment status.

WHEREFORE, Plaintiff prays for judgment against the Defendant in the sum of \$10,296.00, together with prejudgment interest thereon at the rate of 6% per annum from the date of service until the date of judgment and thereafter at the post-judgment statutory rate until paid, the costs of this action and a reasonable attorneys fee for Plaintiff's attorney of record.

Plaintiff further requests that, upon entry of judgment in favor of the Plaintiff, an Order be entered directing that the Oklahoma Employment Security Commission shall produce employment information pertaining to the judgment debtor for the preceding four quarters from the records in its possession upon service of a certified copy of the Order at any time or times subsequent to the filing date of the Journal Entry of Judgment and Order; and that the requested information shall be produced within 30 days from the date of service of the Order upon the Oklahoma Employment Security Commission, pursuant to 40 O.S. §4-508(D).

Respectfully submitted,



Timothy A. Fisher, OBA #15899
Kristin Blue Fisher, OBA #15898
FISHER & FISHER
8177 S. Harvard #333
Tulsa, Oklahoma 74137
Telephone (918) 488-9191
Telecopier (918) 488-9342

Attorneys for Plaintiff



DISTRICT COURT
FILED
IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

ROCKY MOUNTAIN HOLDINGS, LLC,)

SEP 15 2014

Plaintiff,)

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

vs.)

CJ-2014-03533

MICHAEL D. KENDALL,)

E. Mark Barcus

Defendant.)

PETITION

Notice of right to debt validation: Unless you notify us within thirty (30) days after receipt of this document that the validity of this debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us of a dispute, we will obtain verification of the debt and mail it to you. Also, upon written request within thirty (30) days, we will provide you with the name and address of the original creditor if different from the current creditor. This document is an attempt to collect a debt, and any information obtained will be used for that purpose.

SALLY HOWE SMITH
COURT CLERK

14 SEP 15 PM 3:26

Plaintiff, Rocky Mountain Holdings, LLC, by and through its attorneys, Timothy A. Fisher and Kristin Blue Fisher of the firm of Fisher & Fisher, for its Petition against the Defendant, Michael D. Kendall, alleges and states as follows:

1. Plaintiff conducts business in Oklahoma.
2. Defendant is an individual residing in Tulsa County, Oklahoma or received services from Plaintiff in Tulsa County, Oklahoma.
3. This court has jurisdiction over the subject matter hereof and the parties hereto.

14URS004



4. Defendant is indebted to Plaintiff for services rendered and for an account stated in the sum of \$29,338.12.

5. After all due and just credits have been applied and after demand, there remains due, owing and unpaid the sum of \$29,338.12, together with pre-judgment interest at the statutory rate of 6.0% per annum from the date of service rendered or account, totaling \$3,998.02 as of the date of this petition and accruing hereafter at the rate of \$4.82 per diem.

Wherefore, Plaintiff prays for judgment against the Defendant in the sum of \$29,338.12, together with prejudgment interest thereon at the rate of 6% per annum from the date of service until the date of judgment and thereafter at the rate established by 12 O.S. §727.1 after judgment until paid, plus the costs of this action accrued and accruing, and a reasonable attorney's fee for Plaintiff's attorneys or record.

Respectfully submitted,



Timothy A. Fisher, OBA #15899
Kristin Blue Fisher, OBA #15898
FISHER & FISHER
PO BOX 2600
Tulsa, Oklahoma 74101-2600
Telephone (918) 488-9191
Telecopier (918) 488-9342

Attorneys for Plaintiff



IN THE DISTRICT COURT IN AND FOR TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

ROCKY MOUNTAIN HOLDINGS, LLC,)

Plaintiff,)

vs.)

CATHERINE E. CREMIN,)

Defendant.)

OCT 29 2013

Case No.

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLAHOMA

CJ-2013-04934

PETITION

DAMAN CANTRELL

Notice of right to debt validation: Unless you notify us within thirty (30) days after receipt of this document that the validity of this debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do notify us of a dispute, we will obtain verification of the debt and mail it to you. Also, upon written request within thirty (30) days, we will provide you with the name and address of the original creditor if different from the current creditor. This document is an attempt to collect a debt, and any information obtained will be used for that purpose.

Plaintiff, Rocky Mountain Holdings, LLC, by and through its attorneys, Timothy A. Fisher and Kristin Blue Fisher of the firm of Fisher & Fisher, for its Petition against the Defendant, Catherine E. Cremin, alleges and states as follows:

1. Plaintiff conducts business in Oklahoma.
2. Defendant is an individual residing in Tulsa County, Oklahoma or received services from Plaintiff in Tulsa County, Oklahoma.
3. This court has jurisdiction over the subject matter hereof and the parties hereto.
4. Defendant is indebted to Plaintiff for services rendered and for an account stated in the sum of \$32,266.76.

2013 OCT 29 AM 10:37

13URS005



5. After all due and just credits have been applied and after demand, there remains due, owing and unpaid the sum of \$32,266.76, together with pre-judgment interest at the statutory rate of 6.0% per annum from the date of service rendered or account, totaling \$3,299.17 as of the date of this petition and accruing hereafter at the rate of \$5.30 per diem.

Wherefore, Plaintiff prays for judgment against the Defendant in the sum of \$32,266.76, together with prejudgment interest thereon at the rate of 6% per annum from the date of service until the date of judgment and thereafter at the rate established by 12 O.S. §727.1 after judgment until paid, plus the costs of this action accrued and accruing, and a reasonable attorney's fee for Plaintiff's attorneys or record.

Respectfully submitted,



Timothy A. Fisher, OBA #15899
Kristin Blue Fisher, OBA #15898
FISHER & FISHER
PO BOX 2600
Tulsa, Oklahoma 74101-2600
Telephone (918) 488-9191
Telecopier (918) 488-9342

Attorneys for Plaintiff

A-GREER

IN THE DISTRICT COURT IN AND FOR GREER COUNTY,
STATE OF OKLAHOMA

FILED

JAN - 3 2019

CASE NO. CT-14-1

GREER COUNTY OKLAHOMA DIST. COURT
SANDY HOPKINGARDEN, COURT CLERK
By _____ Family

AIR EVAC EMS, INC., a Missouri corporation

Plaintiff,

vs.

LARRY LOOPER,

Defendant(s).

PETITION FOR INDEBTEDNESS

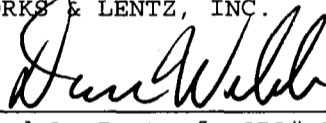
COMES NOW, the Plaintiff and for its cause of action against the Defendant(s), alleges and states as follows, to-wit:

1. Defendant(s) owes the Plaintiff the sum of \$22,125.18 for goods and services on account rendered to the Defendant(s) and/or family, according to the account evidenced by the exhibit attached hereto.

2. Plaintiff further requests that, upon entry of judgment in favor of Plaintiff herein, that an Order be entered directing that the Oklahoma Employment Security Commission shall produce employment information for the preceding four quarters from the records in their possession of the Judgment Debtor(s) upon service of a certified copy of the Order at any time or times subsequent to the filing date of the Journal Entry of Judgment and Order. Further, that the requested information shall be produced within 30 days from the date of service of the Order upon the Oklahoma Employment Security Commission, pursuant to 40 O.S. 4-508(D).

WHEREFORE, Plaintiff demands judgment against the Defendant(s) for the sum of \$22,125.18, together with interest from date of judgment, until paid, at the rate of 5.250%, and costs both accrued and accruing, including a reasonable attorney's fee not less than \$3,320.00.

WORKS & LENTZ, INC.

By 

Fred A. Pottorf, OBA# 7248
Mark W. Dixon, OBA# 2378
Dan M. Webb, OBA# 11003
Susan E. Lentz, OBA# 18760
Jared C. Lentz, OBA# 30624
1437 South Boulder, Suite 900
Tulsa, Oklahoma 74119
(918) 592-2420

Attorneys for Plaintiff

71754

2287940

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR; ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

AFFIDAVIT OF ACCOUNT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, Angela Richmond, Sr. Director, of AIR EVAC EMS, INC., a Missouri corporation do state that I am familiar with, and of my personal knowledge and experience know the amounts of the following account(s) of LARRY LOOPER

have a balance due and owing of \$22,125.18 that said account(s) are just and correct and are due and owing over and above all credits or set-offs.

ACCOUNT NUMBER	BALANCE PATIENT	D.O.S.	CLIENT NAME
3001050926A	\$22,125.18 LOOPER, LARRY	12/19/10	AIR EVAC EMS

Angela Richmond

Sr. Director Revenue Cycle

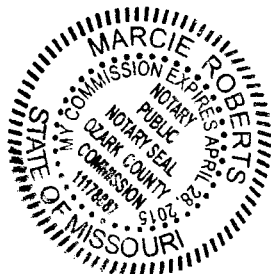
Subscribed and sworn to before me this 10th day of December, 2013.

(SEAL)

Marcie Roberts

Notary Public

#2287940





Medical Helicopter Lawsuits on the Rise

Air Methods resorts to lawsuits in order to receive payment

Mon, May 11, 2015 | By BEN SUTHERLY, The Columbus Dispatch

Medical debt weighs on many Americans, but few incidents pack a larger or more-unexpected hit than a medical-helicopter flight.

Across the country, patients have been left more financially vulnerable by changes in the air-ambulance industry. In many cases, private insurance companies are scaling back their reimbursement for coverage.

The nation's largest air-ambulance operator, Air Methods, which had more than \$1 billion in revenue last year, has often resorted to hard-edged legal tactics to get paid, The New York Times found in a review of dozens of lawsuits across the country.

"They hounded us for a long time," said Marc A. Dotson of Butlerville, in southwestern Ohio, who filed for bankruptcy in 2013 to avoid a demand by Air Methods for \$22,150 after his wife, Patricia, fell from a horse.

As part of its efforts to collect, Air Methods placed a lien on the Dotsons' home, records show.

By filing for bankruptcy, the Dotsons expunged the Air Methods debt, but their credit took a hit.

The Dispatch found that Columbus-based MedFlight has sued at least 34 patients or their families in Ohio since 2012 over medical debt. The number of cases filed by the nonprofit organization against patients has grown, from at least seven in 2013 to at least 15 last year, and this year is on pace to top last year's total.

In some cases, MedFlight has sued for sums that exceed \$20,000.

MedFlight officials said patients' bad debt grew from \$4.4 million to \$6.4 million in its most-recent fiscal year. It lost money that year despite generating \$39.4 million in revenue.

MedFlight, which provides both ground and air transport, is willing to work with patients for whom the bills would create financial hardship, said President and CEO Tom Allenstein.

But it's common for insurance companies with whom MedFlight doesn't have contracts to send payment directly to the patients.

"To the degree we're experiencing more situations where the insurance companies make payments to the patients, we have to react if we're not getting the payment back from the patient," said John Lindaman, MedFlight's chief financial officer.

MedFlight, which is jointly owned by hospital systems OhioHealth and Ohio State University, is relying on such tactics in a rapidly changing health-care landscape in which reimbursements often are far less generous than they once were. Air Methods also said its charges have been raised, in part, to offset such a decline in insurance payments. The company said less than 1 percent of patients who are transported end up in court.

An estimated 400,000 U.S. residents are transported by helicopter for emergency medical treatment each year, according to the Association of Air Medical Services. Many of those patients live at least an hour's drive from highly skilled trauma centers that are equipped to handle complicated emergencies.

About two-thirds of those people are uninsured, underinsured or enrolled in Medicaid or Medicare, both of which reimburse air-transport companies at a rate that falls short of the cost of medical services, according to Rick Sherlock, the association's president and chief executive officer.

The remaining one-third of patients are mostly covered by commercial insurance companies, which traditionally have paid far more than Medicare but are slashing their rates in many cases.

"The current payment structure that supports the industry is not sustainable," Sherlock said.

MedFlight said it received, on average, \$1,000 per air transport from Medicaid last year, and \$5,000 from Medicare. It declined to say how much it

12/19/2016

Medical Helicopter Lawsuits on the Rise - Journal of Emergency Medical Services

MedFlight said it received, on average, \$1,500 per air transport from Medicare last year, and \$3,500 from Medicare. It declined to say how much it receives on average from commercial insurers, saying that would put it at a disadvantage in negotiating with them individually.

The association is lobbying Congress for both temporary and long-term increases in Medicare rates for services. Without such increases, Sherlock said, smaller nonprofit helicopter programs -- including MedFlight -- will feel the pinch.

But MedFlight's Allenstein said he's not convinced that higher reimbursement from Medicare is needed. He said higher reimbursement will undoubtedly mean more competition. "We're trying to be wise in how we do things," he said.

Fourteen companies operate 72 medical helicopters entirely or partly in Ohio, according to the state Department of Public Safety. That's down slightly from 16 companies and 77 helicopters four years ago, but still far more than the eight medical companies and 25 helicopters operating in the state a decade ago.

A spokeswoman for one of MedFlight's for-profit competitors, Air Evac Lifeteam, said one of the state's largest health-insurance companies, Anthem Blue Cross Blue Shield in Ohio, cut its reimbursement by 70 percent last year.

Another insurer, Medical Mutual of Ohio, also severely cut reimbursement, the Air Evac spokeswoman said.

A spokesman for Medical Mutual of Ohio said in a prepared statement, "In cases where we don't have a contract with a provider, we pay the greater of the Medicare rate or the network median, which is the median rate paid to in-network providers for the same service. This complies with the Affordable Care Act and is in keeping with our goal of giving our customers the best service and the best value possible."

And a spokeswoman for Anthem called Air Evac's claim that the insurer cut reimbursement by 70 percent "somewhat arbitrary."

"There is variation in what providers choose to bill; the higher the charge, the more impacted they are by reasonable limits," she wrote in a prepared statement.

Anthem does not have a contract with Air Evac or MedFlight.

MedFlight officials said that when the air-ambulance company was under contract with another insurance carrier, that insurer deemed that 40 percent of MedFlight's air transfers between hospitals were not medically necessary.

MedFlight's Lindaman said physicians in hospitals and paramedics at the scene of emergencies -- not MedFlight -- make the call on whether a medical helicopter is needed.

"In that time-sensitive moment, the clinical provider is making a judgment to the best of their ability," Lindaman said. "Unfortunately, we get caught in the middle because we provide the transport, we provide the services."

Not all air-transport companies in Ohio have resorted to suing patients as MedFlight has.

Despite the cuts in reimbursement, "I can unequivocally tell you that we've never filed a lawsuit against anyone for lack of payment, nor have we put a lien on anyone's house," Air Evac spokeswoman Shelly Schneider said.

"We know they'll pay if they can."

The Dispatch did not find any lawsuits filed by Air Evac against patients in the Ohio court records it reviewed.

Air Evac has helicopter bases near Newark, Lancaster, Chillicothe, Georgetown, Portsmouth and Ironton.

It began turning unpaid bills over to a collection agency two years ago in cases in which patients don't respond or cease communication with Air Evac after an insurance company sends reimbursement directly to the patients, Schneider said.

MedFlight has helicopter bases in or near Chillicothe, Marysville, Wellston, Coshocton, Galion, McConnelsville, Portsmouth and Jeffersonville.

MedFlight said its charity-care policies are consistent with those at Ohio State and OhioHealth. If those hospitals write off the care that a patient receives as charity care, MedFlight does the same, officials said.

Dispatch Library Director Julie Fulton and news Researcher Susan Stonick contributed to this story.

bsutherly@dispatch.com

@BenSutherly

WFTS

WEATHER TRAFFIC⁶ ALL SECTIONS

83°

Air ambulance company charges big fees, hassles, then sues hundreds of former patients who don't pay

Regulations don't set any price limits on service

BY: [Adam Walser](#)

POSTED: 10:01 AM, Mar 17, 2016

Share Article

TAMPA - Over the past five years, the costs of air ambulance service nationwide has doubled, leaving patients with five-figure-bills that often lead to lawsuits, liens or even bankruptcy.

The nation's largest air ambulance service, Air Methods, has been getting the most complaints here in Florida.

The ABC Action News I-Team worked with our partners in the Brian Ross Investigative unit at ABC News for this first-of-its kind national investigation into [what's driving these prices up](#) and what can be done to help consumers.

In an emergency, air ambulances can mean the difference between life and death. Eric Leonhard was air-lifted after being injured in a crash.

"I remember the crunch of metal and that's all I can remember," he said.

Sophia Melina, 12, had complications from having her tonsils removed while on a family beach trip.

"Sophia got up and was spitting up some blood," said her mother Jean Molina.

Christy Deloach went into sudden cardiac arrest, causing her implanted defibrillator to activate.

“It fired three times that morning within two-and-a-half hours and I knew I was in bad shape,” she said.

All three patients were in Florida, had insurance coverage and were flown to hospitals by Air Methods, America's largest air ambulance provider.

Air methods handles one out of every four helicopter medical transports in the U.S. from 300 bases in 48 states. One is located at St.Joseph's Hospital in Tampa, which operates [under the name Bayflite](#). The company also maintains bases in Pinellas, Sarasota and Hernando Counties.

Air Methods, which posted about \$110 Million in profit last year, also leads the industry in billing. Eric Leonhard received two bills.

“I got airlifted to the local hospital and they determined that it was so severe that they had to fly me down to Miami,” he said.

The total bill was more than \$70,000, which the company is trying to collect more than three years later.

“You have enough to worry about with just your physical injuries and what you're dealing with in life,” Leonhard said.

Sophia Medina's family was billed \$34,800 for a 37-mile flight from Naples to Ft. Myers.

“The surgery itself was \$16,000 and the helicopter's nearly \$35,000,” Jean Medina said.

Christy Deloach was charged \$40,800 for a 26 mile flight, about \$1,500 a mile.

“I want everyone to know how egregious this is. It's crazy,” she said.

Who's behind the bills?

“The insurance company that underpays the bill is the one that really sticks them with the bill,” said Paul Webster, who is Vice President of Air Methods. “We lose money on seven out of 10 transports,” he said.

Webster says his company often has to transport uninsured patients for free and gets low reimbursements from Medicare, Medicaid and private insurance. Those costs are then passed

on to paying customers.

Deloach's insurance paid about \$4,100.

Medina's insurance paid \$5,700, less than half the amount Webster says is Air Method's cost.

“If everybody paid their fair share, you know what the charge for this service would be?

\$12,000. That's the reality we operate at,” said Webster.

"No transparency"

Because air ambulance services fall under the same category as airlines, there are no restrictions on what they can charge.

“They can charge whatever they want to charge, and there's no transparency as to how they get to that price,” said Sandy Ahn, a researcher with Georgetown University’s Health Policy Institute, which has studied the rapidly increasing costs of air ambulance service.

“You're unconscious, you're bleeding and you really don't have any choice in saying ,‘Yes, I want to take this flight,’ and then afterwards, you don't have any ability to figure out what they real price is.” --Sandy Ahn

Dozens of lawsuits from the Bay area are among hundreds Air Methods has filed nationwide against patients who didn't pay their balances after their insurance companies wrote checks.

Christy Deloach's husband signed a form as his wife was being hustled onto the helicopter giving Air Methods permission to put a lien against their home. She's currently trying to settle..

“They came down to an additional \$16,000, in addition to the costs already paid and wanted me to agree if I got any more money from the insurance company to give it to them and not to speak to anyone about it,” she said.

Air Methods says it works with patients who are unable to pay the full amount But Webster says the company will have to continue charging its current fees until reimbursements grow.

“The other choice is, this service and this access goes away,” Webster said.

PLF00408

FISHER & FISHER
ATTORNEYS AND COUNSELLORS AT LAW
POST OFFICE BOX 2600
TULSA, OKLAHOMA 74101-2600
PHONE (918) 488-9191
FAX (918) 514-8626

February 22, 2016

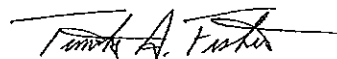
RE: Garnishment Case Number: CJ-2015-8
ROCKY MOUNTAIN HOLDINGS, LLC v. JEFFREY S. TERRY et al.
Our File Number: 15URS004

Ladies and gentlemen:

Enclosed are garnishment papers for Jeffrey S. & Christina Terry, whose Social Security Number is Redacted and 4Redacted 4. If you require any additional information, please contact the undersigned by phone.

Respectfully,

FISHER & FISHER



IN THE DISTRICT COURT IN AND FOR GREER COUNTY
STATE OF OKLAHOMA

ROCKY MOUNTAIN HOLDINGS, LLC ,)
 Plaintiff,)
 vs.)
 JEFFREY S. TERRY, CHRISTINA R. TERRY,)
 Defendants.)
 and)
 Great Plains National Bank)
 P.O. Box 473)
 Hollis, OK 73550)
 Garnishee.)

Case No. CJ-2015-8

FILED
FEB 13 2015

GREER COUNTY OKLAHOMA DIST. COURT
HONDA HENRY, COURT CLERK

GARNISHMENT AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
 COUNTY OF TULSA)

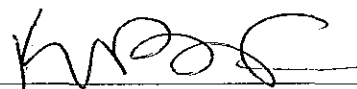
I, **Kristin Blue Fisher**, of lawful age, being first duly sworn, state as follows:

- 1 I am Plaintiff's counsel in the above-styled case;
- 2 Jeffrey S. & Christina Terry, Defendants in the above-styled cause, is indebted to Plaintiff as follows:

1.	<u>\$41,773.40</u>	Interest-bearing balance
2.	\$5,150.00	Attorney Fees to date
3.	\$6,040.31	Interest at 5.25 from September 4, 2015. (Interest will continue to accrue on the judgment until it has been paid in full)
4.	\$70.70	Court costs not included in interest-bearing balance to date
	\$53,034.41	TOTAL Garnishment amount

3. I verily believe Great Plains National Bank is indebted to, or has property in its possession, or under its control, which is not by law exempt from seizure or sale upon execution, belonging to the Defendants, Jeffrey S. & Christina Terry.
4. Plaintiff is NOT seeking a *continuing garnishment*.





Kristin Blue Fisher, OBA # 15898

FISHER & FISHER

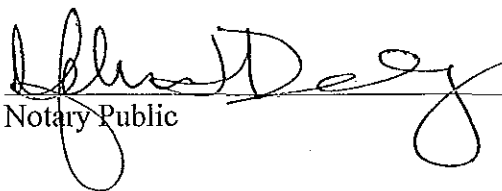
PO BOX 2600

Tulsa, Oklahoma 74101-2600

Tel: 918/ 488-9191

Fax: 918/ 488-9342

SUBSCRIBED and **SWORN** to before me this 12 day of February 2016.



Notary Public

My Commission Expires:

MELISSA J. RADFORD Notary Public, State of Oklahoma Commission # 14005449 My Commission Expires June 18, 2018
--

PLF00411

IN THE DISTRICT COURT IN AND FOR GREER COUNTY
STATE OF OKLAHOMA

ROCKY MOUNTAIN HOLDINGS, LLC,)
 Plaintiff,)
 vs.)
)
 JEFFREY S. TERRY, CHRISTINA R. TERRY,)
 Defendants.)
 and)
)
 Great Plains National Bank)
 P.O. Box 473)
 Hollis, OK 73550)
)
 Garnishee.)
)

Case No. CJ-2015-8

ISSUED
 FEB 19 2019
 GREER COUNTY OKLAHOMA DIST. COURT
 RHONDA HENRY, COURT CLERK
 By _____ Deputy

Post-Judgment General Garnishment Summons

The State of Oklahoma, to said Garnishee:

You are hereby summoned pursuant to the attached affidavit as garnishee for the defendants, Jeffrey S. & Christina Terry, and required, within ten (10) days from the date of service of this summons upon you, to answer according to law whether you are indebted to, or have in your possession or under your control, any property belonging to such judgment debtor, to file your answer with the Clerk of this Court, and, at the time that you file your answer, to deliver or mail a copy of your answer to the judgment creditor's attorney, or judgment creditor if not represented by an attorney, and to the judgment debtor. If you are not a financial institution, you are further ordered to withhold any such property or indebtedness belonging to such judgment debtor or owing on the date of service of this summons, and to pay the required amount and/or deliver the property to the attorney for judgment creditor or judgment creditor if not represented by an attorney, unless otherwise ordered by the court when you file your answer. If you are a financial institution, you may proceed in accordance with 31 CFR Part 212, or similar federal or state law, if applicable, and you are further ordered to withhold any unprotected property or indebtedness belonging to such judgment debtor or owing on the date of your review of the debtor's account, and to pay such unprotected amount and/or deliver the property to the attorney for judgment creditor or judgment creditor if not represented by an attorney, unless otherwise ordered by the court when you file your answer.

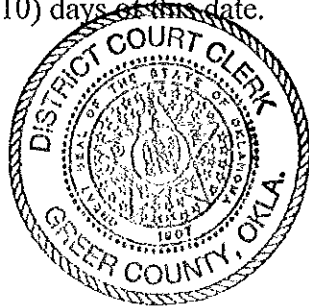
15URS004



If the garnishee is indebted to or holds property or money belonging to the judgment debtor, the garnishee immediately shall mail by first-class mail a copy of the notice of garnishment and exemptions, and the application for hearing, to the judgment debtor at the last-known address of the judgment debtor shown on the records of the garnishee at the time the garnishment summons was served on the garnishee. If more than one address is shown on the records of the garnishee at the time of service of the summons, the garnishee shall discharge his duty by mailing to any one of the addresses shown on its records. In lieu of mailing, the garnishee may hand-deliver a copy of the Notice of Garnishment and Exemptions, and the Application for Hearing, to the judgment debtor.

You are hereby directed to pay or deliver to the attorney for judgment creditor, or judgment creditor is not represented by an attorney, with your answer the amount and/or property stated in the answer, and in case of your failure to do so, you will be liable to further proceedings according to law, and judgment shall be rendered against you in the amount of \$52,963.71, together with costs in the principal action and costs of the garnishment proceeding.

Issued this 19th day of Feb. 2016, and shall be returned with proof of service within ten (10) days of this date.



District Court Clerk

By:

Deputy

[Handwritten signature]

IN THE DISTRICT COURT IN AND FOR GREER COUNTY
STATE OF OKLAHOMA

ROCKY MOUNTAIN HOLDINGS,)
LLC,)
)
Plaintiff,)
vs.)
)
JEFFREY S. TERRY, CHRISTINA R.)
TERRY,)
)
Defendants.)
and)
)
)
Great Plains National Bank)
P.O. Box 473)
Hollis, OK 73550)

Case No. CJ-2015-8

Garnishee.

NON-CONTINUING AND GENERAL GARNISHEE'S ANSWER/AFFIDAVIT

STATE OF OKLAHOMA)
COUNTY OF)

_____, being duly sworn deposes and says:
(AFFIANT)

IF GARNISHEE IS AN INDIVIDUAL: That she/he is the garnishee herein. That he does business in the name of _____.

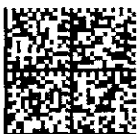
IF GARNISHEE IS A PARTNERSHIP: That she/he is a member of _____, a partnership composed of garnishee and _____.

IF GARNISHEE IS A CORPORATION: That she/he is the _____ of _____ (Official Title) (Garnishee) a corporation, organized under the laws of the State of _____.

Garnishee or _____, on behalf of garnishee having been served with a garnishment summons on the _____ day of _____, 20____, and having knowledge of the facts and being sworn, states:

1. At the time of the service of the garnishment summons, or upon the date it became effective, the garnishee was not indebted to the defendant for any amount of money nor did the garnishee have possession or control of any property, money, goods, chattels, credits, negotiable instruments or effects belonging to the defendant or in which the defendant had an interest because the employee/individual/defendant was:

- Not Employed
- Employed but no amounts due--specify reason: _____
- Other, specify: _____



PLF00414

2. At the time of service of the garnishment summons or upon the date it became effective, the garnishee was indebted to the judgment debtor or had possession or control of the following property, money, goods, chattels, credits, negotiable instruments or effects belonging to the judgment debtor as follows: (Please check appropriate response)

- _____ Earnings as shown on the attached Calculation for Garnishment of Earnings form which is incorporated by reference into this answer;
- _____ Upon conducting the review of the debtor's account(s) mandated by 31 CFR § 212.1 et. seq, garnishee has determined the account(s) contains \$_____ unprotected funds, and \$_____ protected funds. Specify type(s) of protected funds, and if more than one type, specify amount of each:
- _____ Other; specify: _____

Check here if additional pages are necessary.

3. Nothing has been withheld due to a prior garnishment or continuing garnishment which will expire on _____ and is in case # _____ in the District Court of _____ County, Oklahoma.

4. On _____, 2015, the garnishee mailed a copy of the Notice of Garnishment & Exemptions and Application for Hearing by first-class mail to the defendant at:

Street Address	City/State	Zip	Date Mailed
----------------	------------	-----	-------------

or hand-delivered the same to the defendant at: _____

5. The garnishee makes the following claim of exemption on the part of the defendant, or has the following objections, defenses, or setoffs to plaintiff's right to apply garnishee's indebtedness to defendant upon plaintiff's claim _____
Check here if additional pages are necessary [].

Date: _____

By: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____ 2015.

My Commission Expires:

Notary Public

WHEN COMPLETED, MAIL ORIGINAL ANSWER TO: Greer County District Court, Greer, 106 E. Jefferson, Mangum OK 73554.

YOU MUST SEND YOUR CHECK FOR THE AMOUNT GARNISHED WITH A COPY OF YOUR ANSWER TO THE ATTORNEY FOR JUDGMENT CREDITOR

(XX) ATTORNEY FOR PLAINTIFF:

TIMOTHY A. FISHER, OBA # 15899
Fisher & Fisher
PO Box 2600
Tulsa, OK 74101
918-488-9191

NOTICE OF GARNISHMENT AND EXEMPTIONS

PLF00415

IMPORTANT: YOUR MONEY MAY BE TAKEN TO PAY A JUDGMENT. READ THIS CAREFULLY.

A Garnishee Summons against your account(s), wages or other property has been served on the named garnishee. Money held for you by the named garnishee may be taken by the judgment creditor to pay a judgment against you in this case. However, some money is protected by law ("exempt") and cannot be taken to pay judgments. The following is a list of funds that are exempt. By law, additional exemptions may also be available:

- A. Social Security Benefit- 42 U.S.C. § 407.
- B. Supplemental Security Income- 42 U.S.C. § 1383 (d)
- C. Unemployment Benefits- 40 O.S. § 2-303.
- D. Workers' Compensation Benefits- 85 O.S. § 48.
- E. Welfare Benefits- 56 O.S. § 173.
- F. Veteran's Benefits- 38 U.S.C. § 5301, 31 O.S. § 7.
- G. Monies in possession of Police Pensions- 11 O.S. § 50-124.
- H. Monies in possession of Firemen's Relief and Pensions Fund- 11 O.S. § 49-126.
- I. Monies in possession of County Employee's Retirement System- 19 O.S. § 959.
- J. Monies in possession of Public Employee's Retirement Fund- 74 O.S. § 923.
- K. Teacher's Annuities or Retirement Allowance- 70 O.S. § 17-109.
- L. Annuities and Pension Payments under Railroad Retirement Act- 45 U.S.C. § 231 (m).
- M. United States Civil Service Retirement and Disability Pension Fund Payments- 5 U.S.C. § 8346.
- N. United States Civil Service Survivor Annuities- 5 U.S.C. § 8346.
- O. Interest in Retirement, Pension and Profit Sharing Plans- 60 O.S. § 327, 60 O.S. §328.
- P. The Wages of Masters and Seamen- 46 U.S.C. § 11109.
- Q. Funds vested in the Alien Property Custodian- 50 U.S.C. Appx. § 9.
- R. Prepaid Burial Benefits- 36 O.S. § 6125.
- S. Proceeds of Group-Life Insurance Policy- 36 O.S. § 3632 and 36 O.S. § 4025.
- T. Alimony, support, separate maintenance, or child support necessary for support of judgment debtor or dependent- 31 O.S. § 1.1.
- U. Personal wage exemption because of undue hardship- 31 O.S. § 1.1.

The above exemptions generally do not apply to judgments and garnishments for Alimony and Child Support.

If you are a corporation, you may have other exemptions.

If an account is being garnished and the money in the account does not belong to you, or if you are aware of other reasons why money should not be taken to pay the judgment, you may want to consult an attorney. Because of the garnishment, the garnishee may be required to withhold the amount of money claimed by the judgment creditor. You may not be able to withdraw that money. If your account contains Social Security payments or other federal benefit payments, your bank may have determined that some amounts are protected from garnishment.

If you believe that you are entitled to an exemption, complete the following steps immediately. **You must complete the steps and return the form to the Court Clerk within five (5) days from the date you received this notice.**

1. On the attached "Claim for Exemptions and Request for Hearing" form, check the box next to the exemptions you claim.
2. Check whether you claim all money is exempt. If you do not claim that all money is exempt, write in the amount you believe is exempt.
3. Sign your name in the space indicated on the form. Write the address where the Court Clerk can notify you of the hearing date and time.
4. Mail the claim for Exemptions and Request for Hearing to the Court Clerk. You may include copies of any information you have that the money is exempt, such as copies of documents or letters from government agencies.

THE COURT CLERK MUST RECEIVE THE CLAIM FOR EXEMPTION AND REQUEST FOR HEARING WITHIN FIVE DAYS FROM THE DATE YOU RECEIVED YOUR NOTICE. The Court Clerk will set the matter for hearing and notify you. At the hearing in Court, you will have to prove that your money is exempt from garnishment. You may want to consult an attorney for advice concerning the hearing. If you have been served with a continuing garnishment, you will be provided a claim for exemptions and request for hearing during each pay period during the garnishment period.

If you do not request a hearing within five (5) days from the date you received this notice, but believe you are entitled to an exemption, you should consult an attorney. The attorney may be able to assist you in claiming an exemption by filing a motion with the court.

YOU MUST MAIL A COPY OF THE CLAIM FOR EXEMPTION AND REQUEST FOR HEARING TO THE JUDGMENT CREDITOR'S ATTORNEY.

IN THE DISTRICT COURT IN AND FOR GREER COUNTY
STATE OF OKLAHOMA

ROCKY MOUNTAIN HOLDINGS,)
LLC,)

Plaintiff,)
vs.)

JEFFREY S. TERRY, CHRISTINA R.)
TERRY,)

Case No. CJ-2015-8

Defendants.)
and)

Great Plains National Bank)
P.O. Box 473)
Hollis, OK 73550)

Garnishee.

CLAIM FOR EXEMPTION AND REQUEST FOR HEARING

1. Funds sought in garnishment are exempt from execution because they are (check applicable box):
 - A. Social Security Benefits - 42 U.S.C. § 407.
 - B. Supplemental Security Income - 42 U.S.C. § 1383(d).
 - C. Unemployment Benefits - 40 O.S. § 2-303.
 - D. Workmens' Compensation Benefits - 85 O.S. § 48.
 - E. Welfare Benefits - 56 O.S. § 173.
 - F. Veterans' Benefits - 38 U.S.C. § 3101, 31 O.S. § 7.
 - G. Monies in possession of Police Pensions - 11 O.S. § 50-124.
 - H. Monies in possession of Firemens' Relief and Pension Fund - 11 O.S. § 49-126.
 - I. Monies in possession of County Employee's Retirement System - 19 O.S. § 959.
 - J. Monies in possession of Public Employee's Retirement Fund -74 O.S. § 923.
 - K. Teacher's Annuities or Retirement Allowance - 70 O.S. § 17-109.
 - L. Annuities and Pension Payments Under Railroad Retirement Act - 45 U.S.C. § 231(m).
 - M. United States Civil Service Retirement & Disability Pension Fund Payments - 5 U.S.C. § 8346.
 - N. United States Civil Service Survivor Annuities - 5 U.S.C. § 8346.
 - O. Interest in Retirement, Pension & Profit Sharing Plans - 60 O.S. § 327, 60 O.S. § 328.
 - P. The Wages of Seamen - 46 U.S.C. § 601.
 - Q. Funds vested in the Alien Property Custodian - 50 U.S.C. Appx. § 9(f).
 - R. Prepaid Burial Benefits - 36 O.S. § 6125.
 - S. Proceeds of Group-Life Insurance Policy - 36 O.S. § 3632 and 36 O.S. § 4026.
 - T. Alimony, support, separate maintenance, or child support necessary for support of judgment debtor or dependent - 31 O.S. § 1.1.
 - U. Personal wage exemption because of undue hardship - 31 O.S. § 1.1.
 - V. Other _____ (please state)

15URS004



- 2. Check one box:
 All funds are exempt OR
 I believe the following amount of money is exempt \$ _____ (fill in amount of funds to be exempt.)

- 3. Check if applicable:
 I have attached copies of documents that show that my money is exempt.

- 4. If garnishment is for wages, this claim and request is filed for the pay period _____ through _____ inclusive.

- 5. I request that this matter be set for hearing.

Signature

Address for mailing of Court Hearing Notice

Address for Mailing a copy of Claim
to Judgment Creditor's Attorney:

FISHER & FISHER
PO BOX 2600
TULSA, OK 74101-2600

You must mail the original to: Court Clerk of Greer County
106 E. Jefferson, Mangum OK 73554

Air Methods Corporation CONDITIONS OF SERVICE AND CONSENT TO TREAT REQUIRED TO BE COMPLETED FOR EMERGENCY TRANSPORTS

PATIENT NAME: Larson, Alaina [REDACTED] **FLIGHT #:** 117217
MULTI PATIENTS: **UNIT I.D.:** _____ **DOS:** 8/6/14 **TIME:** 11:41 AM

CONSENT TO TREATMENT. The undersigned consents to air medical transportation and the performance of medical services, administration of medications and blood or blood products, and other medical procedures ("Services") by the company listed above ("Provider"), as deemed appropriate by Provider's medical crew or medical control personnel. I understand that medical care is not an exact science and no guarantees have been made regarding the outcome of treatment.

RELEASE OF INFORMATION. I authorize Provider and any other holder of information about me to disclose all or any part of my medical record or other information needed to determine my eligibility for benefits or the amount of benefits payable for Services rendered by Provider, now or in the future, to any financially responsible party, including but not limited to: the Centers for Medicare and Medicaid (CMS), Medicaid, their intermediaries or carriers, Worker's Compensation carriers, health or liability insurers, or any other insurance organization or billing agent (collectively, "Insurer"). I authorize any holder of medical and billing information about me to release to Provider or any Insurer any information necessary for billing and payment purposes. I consent to the use of a copy of this authorization in lieu of the original.

ASSIGNMENT OF BENEFITS. I request and authorize direct payment to Provider of any Medicare and other insurance benefits payable to me or on my behalf for Services rendered by Provider, now or in the future. At Provider's election, I also assign to Provider all of my rights and interest in all such insurance benefits or proceeds, including but not limited to the right to appeal any denial of benefits or to file any lawfully authorized lien necessary to secure payment from any third party or a third party's insurer. I understand that I am financially responsible for the services rendered by Provider and agree to immediately remit all payments received from insurance for those services. I agree to cooperate with Provider or its agent in collecting any such benefits. This assignment shall not obligate Provider to file any appeal or perfect any such lien and nothing herein shall relieve me from direct financial responsibility for any charges not paid by an insurer.

FINANCIAL RESPONSIBILITY. I acknowledge that many insurers will only pay for services that they determine to be medically necessary and that most other coverage requirements. For example, some insurers require prior authorization for certain services. If my insurer determines that the Services, or any part of them, are not medically necessary or fail to meet other coverage requirements, the insurer may deny payment for that Service. Notwithstanding any other provision herein, I agree that if my insurer denies all or any part of Provider's charges for any reason, or if I have no insurance, I will be personally and fully responsible for payment of Provider's charges. Should my account be referred to an attorney or collection agency, I agree to pay actual attorney's fees and collection expenses. All delinquent accounts shall bear interest at twelve percent per annum, not to exceed the maximum amount permitted by law.

The undersigned certifies that he/she has read the foregoing, and is the patient, the patient's legal representative or is duly authorized by the patient as the patient's agent to execute this Conditions of Service and Consent to Treat and to accept its terms, except as noted below.

SECTION 1

Mark the Appropriate Box and Sign Below

Signer below is that Patient Designated Representative (See back for Definition) Crew Member (NO Representative was available/willing to sign)

If signature is "Designated Representative" or "Crew Member" NO FINANCIAL OBLIGATIONS are placed upon the signer, and no CONSENTS are applicable. (Acceptable proof of initial child support, or Power of Attorney)

Signature: [Signature] (father) DATE of Signature: 8/6/14

SECTION 2

If Designated Representative, identify relationship to the Patient (see back for definition)

A B C D WITNESS Signature (if patient makes an "X")

Patient unable to sign (check box, if appropriate and explain below):

SPECIFIC MEDICAL OR MENTAL REASON PATIENT UNABLE TO SIGN

SECTION 3

RECEIVING FACILITY ACKNOWLEDGMENT

FACILITY NAME: Kosair Children's Hospital CITY: Louisville ST: KY
 REPRESENTATIVE SIGNATURE: [Signature] TITLE/CREDENTIAL: RN
 I certify that the above named patient was received by our facility on (DATE) 8/6/14 (TIME) 11:20 AM

PCS

Medical Necessity for Air Medical Transport

Trip # 117217

Date of Service: 8/6/14 Patient Name: Larson, Alaina [Redacted] Diagnosis: depressed skull fx

Presenting time-critical condition / required intervention: Neurology consult, ped neuro surg.

Ground transport would have been hazardous due to the LENGTH OF TRANSPORT.
Ground transport time of _____ minutes versus air transport time of _____ minutes.

The following information is required for INTERFACILITY TRANSPORTS:

The attending physician for (enter patient name) Larson, Alaina [Redacted] (enter referring hospital name) Owensboro, has directed emergency transportation to the services of (enter receiving physician name) Melissa Porter at Kosair Children's Hospital

Based on an assessment of this patient, emergent transportation is required for the following reasons (mark all that apply, minimum of one from both sections):

SECTION 1 - REASON(S) FOR METHOD OF TRANSPORT:

- The patient's condition was **TIME CRITICAL**, requiring rapid air transportation in order to minimize morbidity / mortality.
- The patient's condition met established criteria for transport based on published standards for appropriate utilization of air transport from the EMS, cardiac, trauma, pediatric, or neonatal communities.
- During transport, the patient's condition required critical care life support and monitoring by an **ALS** crew with an attending RN present (specify care): Intubated TPA infusion IABP ET/CO2 Monitoring BKG
IV Medications, Urinary drips (specify Medications) _____ Other _____
- Ground transport would have been hazardous and / or delayed due to: Rush hour / traffic conditions
Bridge out/road construction / Adverse weather conditions

SECTION 2 - REASON(S) PATIENT REQUIRED TRANSPORT:

- The receiving facility provides specialized care, treatment, and diagnostics not available at referring facility or a facility that may have been closer to the scene (define care required and facilities needed) pedic surgery
- No beds or needed specialist available at referring facility (describe unit/bed type/specialist not available at referring facility)
- Specialized maternal / neonatal care required with high-risk obstetrician and / or neonatal ICU not available at referring facility. Other maternal / neonatal specialized services needed (describe care required and facilities needed)
- Specialized Trauma Care required with diagnostic and trauma surgical facilities readily available. (Describe services not available at referring facility or services needed for scene transport)
- Mechanism of Injury: MVC rollover MVC with ejection Head on collision Same vehicle occupant fatality
Extrication time > 30 minutes Crash speed change > 20 mph Pedestrian struck by motor vehicle Trauma Patient
Pregnant trauma patient Blast injury Two or more proximal extremity fractures Fall 20 > feet Other (describe):
- Specialized cardiac care facility required with Cath Lab facility and surgical backup readily available High-risk cardiac surgical candidate Cath Lab at referring facility not open all hours Cath Lab at referring facility has no surgical back up (Describe specialized cardiac services needed)

▶▶▶▶ CONTENTS OF FORM COMPLETED BY (INITIALS): KC LICENSE/CREDENTIAL RN

The undersigned attests that he/she has reviewed the foregoing and it is accurate (Signer Special Instructions: CA-Physician ONLY for ALL flights, KY--Sending Physician ONLY for Inter-Facility; and as defined below for Scene Flights)

Melissa Porter x [Signature] 8.6.14
Printed Name Signature Date

0 CHECK IF SIGNER IS TRANSPORT PROGRAM MEDICAL DIRECTOR



Air Methods Corporation and its subsidiaries

AUTHORIZATION AND CONSENT

SECTION I

PATIENT NAME

Thomas Wade

FLIGHT # 15-54132

UNIT/BASE I.D. OKMFS

Date of Service: 4-7-15

TIME: 1700

(Military Format)

CONSENT TO TREATMENT The undersigned consents to the medical transportation and the performance of medical services, administration of medications and blood, or blood products, and other medical procedures ("Services") by the company (listed above) and any agent or entity acting on behalf of that company (collectively, "Provider"), as deemed appropriate by Provider's medical personnel. I understand that medical care is not an exact science and no guarantees have been made regarding the outcome of treatment.

RELEASE OF INFORMATION: I authorize Provider and any other holder of information about me to disclose all or any part of my medical record or information needed to determine my eligibility for benefits or the amount of benefits payable for Services rendered by Provider, now or in the future, to any financially responsible party, including but not limited to the Centers for Medicare and Medicaid (CMS), Medicaid, their intermediaries or carriers, Workers' Compensation carriers, health care liability insurers, or any other insurance program, or their billing agent (collectively, "Insurer"). I authorize any holder of medical and billing information about me to release, in Provider or its Insurer's and Insurer's possession, for billing and payment purposes. I consent to the use of copies of this authorization in lieu of the original.

ASSIGNMENT OF BENEFITS, RIGHTS & CONSENT TO LIEN I request and authorize direct payment to Provider by any Medicare and other insurance benefits payable to me or my benefit for Services rendered by Provider, now or in the future, and I assign to Provider, at my election, all of my rights and interest in all such insurance benefits and proceeds, including but not limited to: (1) the right to appeal any denial of benefits or coverage; (2) to demand and receive the production of, or access to any documents or information from any entity or person to the fullest extent of my rights to do so under applicable laws; and (3) to pursue any and all legal remedies and obtain benefits that would be available to me under applicable laws. In connection with the foregoing rights assigned to Provider, they are assigned to Provider directly without limitation and without reservation of any part or aspect thereof. I further authorize the provider to file any lien necessary to secure payment from any third party or a third party's insurer who in so may be subject to an obligation of any kind to pay for medical services rendered and receive. I further intend by this assignment and lien to create a secured interest under the applicable Uniform Commercial Code. Accordingly, I hereby grant to the Provider a primary, non-claiming secured interest in all proceeds to the extent permitted by law for the purpose of securing payment of my charges, which secured interest shall attach and also be automatically protected effective as of the date and time that my default first arose. I further authorize Provider to file the forms, normally filed with the Secretary of State or other governmental agency relating to such secured interests and to make such filings in all relevant jurisdictions at Provider's sole discretion. I expressly authorize Provider to contact me, my guardian or responsible party at any phone number provided (including my cellular phone number) for the purpose of collecting unpaid bills and for other pertinent issues. I also authorize Provider to obtain a credit report to assist in the collection of any unpaid balances or for any other purpose. I agree that my assignment in full has been received in satisfaction of all outstanding charges in the full extent permitted by law or contract, such secured interest shall be removed or terminated solely upon my written request sent through the U.S. Postal Service Certified Mail. Consistent with these terms, I hereby direct my and my Insurer to pay the proceeds directly or immediately to, and exclusively in the name of Provider to the extent of the billed charges. I understand and agree to immediately remit all payments received from Insurer for the Services and will cooperate with Provider in collecting any such payments. This assignment shall not obligate Provider to file any lien or perfect any lien, and nothing herein shall relieve me from direct financial responsibility for any charges not paid by an insurer.

FINANCIAL RESPONSIBILITY: I acknowledge that many Insurers will only pay for services that they determine to be medically necessary and that meet their coverage requirements. For example, some Insurers require prior authorization for certain services. If my Insurer determines that the Services, or any part of them, are not medically necessary or fail to meet other coverage requirements, the Insurer may deny payment for those Services. Notwithstanding any other provision herein, I agree that if my Insurer denies all or any part of Provider's charges for any reason, or if I have no insurance, I will be personally and fully responsible for payment of Provider's charges. Should my account be referred to an attorney or collection agency, I agree to pay all actual attorney fees and collection expenses. This authorization and Consent form contains the agreement in full. Any revisions, strike-throughs, handwritten language or other changes to the typewritten text cannot be made except by another mutually signed agreement. Any such modifications without a mutually signed agreement are null and void and non-enforceable.

The undersigned certifies that he/she has read the foregoing, and if the patient, the patient's legal representative or is fully authorized by the patient or the patient's agent to execute this Authorization and Consent form and to accept its terms, except as noted below.

SECTION II

Mark the Appropriate Box and Sign Below:

Signer below is the: Patient Authorized Representative (see back for Definition) Crew Member (NO Representative was available or willing to sign)

(Signature of Authorized Representative or Crew Member: **NO FINANCIAL OBLIGATIONS** are placed upon the signer, UNLESS SIGNER IS SPOUSE, PARENT OF MINOR CHILD, GUARDIAN, OR POWER OF ATTORNEY FOR PATIENT)

Signature: [Signature] Date: 4-7-15

Signature of Crew if patient signs using an "X" >>>

Witness Signature (if patient signs with an "X")

SECTION III

(Authorized Representative, identify relationship to the Patient (see back for Definition):

A. Legal Guardian B. Recipient of Government Benefits for patient C. Spouse, family or person responsible for patient's welfare D. (Addres. Rep that provided service to patient)

Patient unable to sign (check box, if appropriate and explain below):

No family - pt intubated

SPECIFIC MEDICAL, MENTAL, or LEGAL (e.g. minor or prisoner) REASON PATIENT UNABLE TO SIGN

SECTION IV RECEIVING FACILITY ACKNOWLEDGMENT

FACILITY NAME: AlH North Oklahoma West CITY: OKC ST: OK
REPRESENTATIVE SIGNATURE: [Signature] TITLE/OR IDENTIAL: RJ
PRINTED NAME OF SIGNER: Yancy Jackson (DATE) 4-7-15 (TIME) 1730

This patient named on this form was received by this facility on the date and time indicated above. This signature does not constitute acceptance of financial or any other manner of responsibility for this patient or for the services rendered to this patient, nor does it constitute acceptance of agreement in any matter set forth in this form other than that contained in the preceding sentences.



Air Methods Corporation and its subsidiaries

PCS

Medical Necessity for Air Medical Transport

Trip # 15-54132

Date of Service: 4/7/15 Patient Name: Thomas Wade

Diagnosis: Post Anest

Presenting time-critical condition / required intervention: Post Anest

Ground transport would have been hazardous due to the LENGTH OF TRANSPORT:
Ground transport time of 90 minutes versus air transport time of 35 minutes.

The following information is required for INTERFACILITY TRANSPORTS:

Patients Name: Thomas Wade Referring physician: Dr. Olson
Referring hospital: Stillwater Medical Receiving physician: Dr. McLamy
Receiving hospital: OHH North Unit Name: ER RN 218

Sending physician has certified under EMTALA that air transport is needed: YES Not Verified

Based on an assessment of this patient, emergent transportation is required for the following reasons (mark all that apply, minimum of one from both sections):

SECTION 1 - REASON(S) FOR METHOD OF TRANSPORT:

- The patient's condition was TIME CRITICAL, requiring rapid air transportation in order to minimize morbidity/mortality.
- The patient's condition met established criteria for transport based on published standards for appropriate utilization of air transport from the EMS, cardiac, trauma, pediatric, or neonatal communities.
- During transport, the patient's condition required critical care/life support and monitoring by an ALS crew with an attending RN present (specify care: Intubated TPA infusion IABP ETCO2 Monitoring EKG IV Medications, titrated drip (specify Medications): Propofol Other: _____
- Ground transport would have been hazardous and/or delayed due to: Rush hour / traffic conditions Bridge out/road construction Adverse weather conditions

SECTION 2 - REASON(S) PATIENT REQUIRED TRANSPORT:

- The receiving facility provides specialized care, treatment, and diagnostics not available at referring facility or a facility that may have been closer to the scene (define care required and facilities needed): Higher level of care
 - No beds or needed specialist available at referring facility (describe unit/bed type/specialist not available at referring facility): Cardiac care
 - Specialized maternal/neonatal care required with high-risk obstetrician and/or neonatal ICU not available at referring facility. Other maternal/neonatal specialized services needed (describe care required and facilities needed): _____
 - Specialized Trauma Care required with diagnostic and trauma surgical facilities readily available. Describe services not available at referring facility or services needed for scene transport: _____
- Mechanism of Injury: MVC rollover MVC with ejection Head on collision Same vehicle occupant fatality
 Extrication time > 30 minutes Crash speed change > 20 mph Pedestrian struck by motor vehicle Trauma Patient
 Pregnant trauma patient Blast injury Two or more proximal extremity fractures Fall 20' > feet
 Other (describes): _____
- Specialized cardiac care facility required with Cath/Lab facility and surgical backup readily available High-risk cardiac surgical candidate Cath Lab at referring facility not open all hours Cath Lab at referring facility has no surgical back up (Describe specialized cardiac services needed): _____

CONTENTS OF FORM COMPLETED BY (INITIALS): EO LICENSE/CREDENTIAL: RN

The undersigned attests that he/she has reviewed the foregoing and it is accurate (Signer Special Instructions: OK - Physician or RN only)
Dr. Olson. EO 4/7/15

Printed Name of signer: _____ Signature of Ground crew/Referring/Receiving MD (signature or "dot" voice order) WNN/PA/MP/Chargé Paramed/Program Medical Director Date Signed: _____

CHECK IF SIGNER IS TRANSPORT PROGRAM MEDICAL DIRECTOR

ROCKY MOUNTAIN HOLDINGS, LLC

PO BOX 713375
 CINCINNATI OH 45271-3375
 (888) 636-4438

Air Ambulance Services provided by Air Methods Corporation

Patient Name: DEQUASIE, HUNTER

Run Number: 14-96598
Date of Call: 7/1/2014
Time of Call: 14:15
Caller:

RICHARD DEQUASIE
 8601 S WESTERN AVE
 OKLAHOMA CITY, OK, 73139

From: 35°14.670'N, 095°22.800'W
To: St. Francis Hospital - Tulsa

Primary payor: Bill Patient

Secondary payor:

Description	Check #	Quantity	Unit Price	Payment Date	Amount
Helicopter Rotor Base		1	\$25,221.62		\$25,221.62
Helicopter Rotor Miles		64	\$280.37		\$17,943.68
Payment-Check	24761828	1		9/23/2014	\$2,153.60
Payment-Check	24761828	1		9/23/2014	\$3,316.21
Discount - Contingent		1		9/27/2014	\$18,847.74
Payment-Credit Card	AMEX	1		9/27/2014	\$10,000.00
Payment-Credit Card	AMEX	1		11/11/2014	\$8,847.75

CMS Rules determine Medicaid/Medicare payments made to providers are conditional where a settlement is pending. In the event a settlement is garnered, Medicaid/Medicare will be refunded by the provider and the provider is thereby entitled to full payment from the settlement for total balances to include contractual and/or bad debt write-offs

\$0.00

DETACH ALONG LINE AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.

Patient Name: DEQUASIE, HUNTER

Run Number: 14-96598

Current Date: 11/16/2016

Incident Number: 985206

AMOUNT ENCLOSED:

\$

REMIT TO: ROCKY MOUNTAIN HOLDINGS, LLC
 PO BOX 713375
 CINCINNATI OH 45271-3375



BLUECROSS BLUESHIELD OF OK
PO BOX 3283

TULSA, OK 74102-3283

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA											PICA			
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input checked="" type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input type="checkbox"/>	1a. INSURED'S I.D. NUMBER (For Program in Item 1) YUN844867254													
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) DEQUASIE, HUNTER			3. PATIENT'S BIRTH DATE MM DD YY 02 27 2001 M <input type="checkbox"/> F <input checked="" type="checkbox"/>			4. INSURED'S NAME (Last Name, First Name, Middle Initial) DEQUASIE, RICHARD								
5. PATIENT'S ADDRESS (No., Street) 8601 S WESTERN AVE			6. PATIENT RELATIONSHIP TO INSURED Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input checked="" type="checkbox"/> Other <input type="checkbox"/>			7. INSURED'S ADDRESS (No., Street) 1298 SCENIC TRL								
CITY OKLAHOMA CITY		STATE OK		8. RESERVED FOR NUCC USE				CITY CHOCTAW		STATE OK				
ZIP CODE 73139		TELEPHONE (Include Area Code) (405) 917-5250						ZIP CODE 73020		TELEPHONE (Include Area Code) ()				
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			10. IS PATIENT'S CONDITION RELATED TO:			11. INSURED'S POLICY GROUP OR FECA NUMBER 621602								
a. OTHER INSURED'S POLICY OR GROUP NUMBER			a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			a. INSURED'S DATE OF BIRTH MM DD YY 01 01 1909 M <input checked="" type="checkbox"/> F <input type="checkbox"/>								
b. RESERVED FOR NUCC USE			b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO PLACE (State)			b. OTHER CLAIM ID (Designated by NUCC)								
c. RESERVED FOR NUCC USE			c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			c. INSURANCE PLAN NAME OR PROGRAM NAME								
d. INSURANCE PLAN NAME OR PROGRAM NAME			10d. CLAIM CODES (Designated by NUCC)			d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO If yes, complete items 6, 9a and 9d.								
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.		
SIGNED SIGNATURE ON FILE DATE 07/01/2014						SIGNED SIGNATURE ON FILE								
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY 07 01 2014 QUAL 431			15. OTHER DATE MM DD YY QUAL			16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY								
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE			17a. NPI			18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY								
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) FALL FROM GOLFCART HEAD TRAUMA SEIZURE UNRESPONSIVE MINOR RAPID TRANSPORT TO THE NEAREST PEDIA TRAUMA CARE 180GRND VS 40MINS AIR ETCO2 EKG			20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES			22. RESUBMISSION CODE ORIGINAL REF. NO.								
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 9			A. 95901			B. 78033			C. 78009			D.		
			E.			F.			G.			H.		
			I.			J.			K.			L.		
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER			E. DIAGNOSIS POINTER	F. \$ CHARGES		G. DAYS OR UNITS	H. EPSON Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #	
1 07 01 2014 07 01 2014		42	Y	HELICOPTER ROTOR BASE A0431 IH			ABC	25221 62		1		NPI 1407855240		
2 07 01 2014 07 01 2014		42	Y	HELICOPTER ROTOR MILES A0436 IH			ABC	17943 68		64		NPI 1407855240		
3												NPI		
4												NPI		
5												NPI		
6												NPI		
25. FEDERAL TAX I.D. NUMBER 870533822			26. PATIENT'S ACCOUNT NO. 1496598			27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			28. TOTAL CHARGE \$ 43165 30		29. AMOUNT PAID		30. Rsvd for NUCC use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) 11/23/2016			32. SERVICE FACILITY LOCATION INFORMATION From: 35°14 670 N 095°22 800 W ENTERPRISE OK 74462 To: ST FRANCIS HOSPITAL TULSA TULSA OK 74136			33. BILLING PROVIDER INFO & PH. # ROCKY MOUNTAIN HOLDINGS LLC PO BOX 713362 CINCINNATI, OH 45271-3362								
SIGNED			a. 1407855240			b. 1B 87-0533822								

SECOND FOLD

FIRST FOLD - WHICH DENY WHICH TO DENY

CARRIER

PATIENT AND INSURED INFORMATION

PHYSICIAN OR SUPPLIER INFORMATION

Health Care Service Corporation

TELEPHONE NUMBER: (800) 582-6418

PAGE 1 OF 1

CONSOLIDATED STATEMENT OF BENEFITS

PATIENT'S NAME: HUNTER DEQUASIE HEALTH PLAN: BLUE CROSS BLUE SHIELD OF OKLAHOMA DATE OF INJURY: 7/1/2014 SERVICE PERIOD: 7/1/2014-12/31/2014 EVENT NUMBER: HCSC 9605844	Subject to change.
--	---------------------------

Provider of Service	Claim Number	Billed Amt.	Provided Benefits
Date of Service			
ROCKY MOUNTAIN HOLDINGS L	02014189500360P0X	\$43165.30	\$6969.81
7/1/2014			
Total Billed Charges \$43,165.30		Total Benefits Provided \$6,969.81	

Rocky Mountain Holdings LLC
 PO Box 713375 • Cincinnati, OH 45271-3375
 Customer Service: (888) 636-4438

Air Medical Transport Services provided by: Air Methods Corporation

PATIENT NAME Dwain Pattillo	
RUN# 16-72750	STATEMENT DATE 06/05/2017
DATE OF SERVICE 04/30/2016	INSURANCE CARRIER BCBS Ok 3283 - Non-Contracted

Summary of Account		AMOUNT	
Description	Qty. Price	Contractual Allowance	Amount
A0431 Helicopter Rotor Base	1 30354.54	0.00	30354.54
A0436 Helicopter Rotor Miles	50 16871.00	0.00	16871.00
Total Refunds:			-\$.00
Payor: BCBS Ok 3283 - Non-Contracted		Dep. Date: 01/31/2017	-\$4889.80
Other Payments:			-\$1701.00
BALANCE:			\$40634.74

URGENT NOTICE

Dear Dwain Pattillo,

You have not given us the opportunity to assist you with your account yet. Please contact our office so we can help match your unique financial situation with one of our many account resolution options. The process is simple.

Our Collection Manager is in the process of reviewing your account for placement with an outside collection agency. Help us protect your credit record by contacting one of our financial counselors immediately.

Thank you in advance for allowing us to help you resolve this matter.

Sincerely,

Patient Financial Counseling

All communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, must be sent to PO Box 4467, Fontana, CA 92334-4467.
 If you are a current member of the Air Methods Advantage Membership program, please contact us at (855) 896-9064.

805EXLNET03COL02



Pay By Phone: (888) 636-4438 We accept credit, debit and check by phone.
Pay By Mail: PO Box 713375 Cincinnati, OH 45271-3375

Do not send correspondence to this address.

EXLNET03
 PO Box 1022
 Wixom MI 48393-1022
 ADDRESS SERVICE REQUESTED

June 5, 2017

COL02 443692876



Dwain Pattillo
 11960 N Highway 99
 Seminole OK 74868-9404

If paying by credit card please fill in the appropriate information below			<input type="checkbox"/> VISA	<input type="checkbox"/>	<input type="checkbox"/> DISC. YEK	<input type="checkbox"/>
CARD #	CVV CODE	EXP DATE				
CARD HOLDERS NAME						
SIGNATURE					AMOUNT	
PATIENT NAME Dwain Pattillo					DATE OF SERVICE 04/30/2016	
RUN # 16-72750	STATEMENT DATE 06/05/2017	AMOUNT DUE \$40634.74				

Rocky Mountain Holdings LLC
 PO Box 713375
 Cincinnati, OH 45271-3375

004496 1 of 1

051017-CORR 1.R201 BATCH1300 (050917)



Blue Cross Blue Shield of Oklahoma
PO Box 3283
Tulsa, OK 74102-3283

*****MIXED AADC 450
6676 1 MB 0.423 17

ROCKY MOUNTAIN HOLDINGS LLC
PO BOX 713362
CINCINNATI OH 45271-3362

May 1, 2017

Group Number: 156750
Identification Number: 834983671
Patient Name: Dwain Patillo
Claim Number: 0201613884004590C 00
Service Date: April 30, 2016

Dear Doctor or Provider:

IMPORTANT UPDATES ENCLOSED

Thank you for your inquiry regarding the above-referenced claim.

We thoroughly reviewed your claim, but must maintain our original disposition payment of \$6,590.80. A provider that does not contract with Blue Cross and Blue Shield of Oklahoma (BCBSOK) has the right to seek reimbursement from the member for the amount above the BCBSOK allowable amount. Under the member's benefits, BCBSOK is not obligated to make payment to non-contracted providers based on billed charges.

Under the member's benefits, allowable amount is the maximum amount that BCBSOK determines will be eligible for payment for a particular service, supply, or procedure. For procedures, services, or supplies provided in Oklahoma by non-contracting BCBSOK physicians and/or professional providers, the allowable amount will be the lesser of the billed charge or the amount BCBSOK would have considered for payment for the same covered procedure, service, or supply if performed or provided by a physician and/or professional with similar experience and/or skill.

Also, if BCBSOK does not have sufficient data to calculate the allowable amount for a particular procedure, service, or supply, we will determine an allowable amount based on the complexity of the procedure, service, or supply and any unusual circumstances or medical complications specifically brought to our attention, which require additional experience, skill, and/or time.

We appreciate the opportunity to assist you in this matter.

Sincerely,

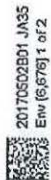
Customer Advocate - U320939
Blue Cross and Blue Shield
Provider Services Center

Blue Cross Blue Shield of Oklahoma PO Box 3283 Tulsa, OK 74102-3283 www.bcbsok.com

*A Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association.*

OFSU

20170501 000206



051017-CORR LB201 BATCH1300 (06/09/17)

NOTICE OF APPEAL RIGHTS**(Retain for your records)**

This document applies to your Blue Cross and Blue Shield of Oklahoma (BCBSOK) policy. Any conflicts between the statements below and rights stated elsewhere in this notice (or in your policy or Benefit Plan), will be resolved so that those rights that are more beneficial to you will apply, unless the law requires otherwise.

If we have denied your claim for benefits, in whole or in part, for a requested treatment or service, rescinded your coverage, or denied or limited your eligibility (if applicable), then this document serves as part of your notice of an adverse determination. Contact us at the number on the back of your ID card if you need assistance understanding this notice or your adverse determination, the reason for the denial, why the health care service or treatment was not fully covered, or why a request for coverage of a service was denied.

Your Internal Appeal Rights

What if I don't agree with this decision? You have a right to appeal an adverse determination. However, you only have 180 days from the date you receive the notice of adverse determination to file an internal appeal. We will provide a full and fair review of your claim by individuals associated with us, but who were not involved in making the initial denial of your claim. If your claim was denied due to missing or incomplete information, you or your health care provider may submit the claim to us with the necessary information to complete the claim without exhausting your internal appeal rights.

Who may file an internal appeal? You or someone you name to act for you (your authorized representative) may file an appeal. You may designate an authorized representative by completing the necessary forms. For more information on how to do so, contact us at the number on the back of your ID card.

How do I file an internal appeal? For claim appeals, you may contact us at the number on the back of your ID card and request an internal appeal or send a written request.

If your insurance is offered through your employer, send your request to:

Appeal Coordinator
Blue Cross and Blue Shield of Oklahoma
P.O. Box 3283
Tulsa, Oklahoma 74102-3283

If you purchase your insurance directly from Blue Cross and Blue Shield of Oklahoma, send your request to:

Blue Cross and Blue Shield of Oklahoma
P.O. Box 3122
Naperville, Illinois 60566-9744
Fax: (888)235-2936

What about eligibility-related denials and rescissions? Please refer to your benefit booklet for additional specifics. You may also contact us at:

Blue Cross and Blue Shield of Oklahoma
P.O. Box 3122
Naperville, Illinois 60566-9744
Phone: (866)520-2507
Fax: (888)235-2936

What if my situation is urgent? If your situation meets the definition of urgent under the law, your review will generally be conducted as soon as possible. An urgent situation is one in which your health may be in serious jeopardy or, in the opinion of your doctor you experience pain that cannot be adequately controlled while you wait for a decision on your appeal. If you believe your situation is urgent, you may request an expedited appeal by following the instructions above for filing an internal appeal. Some urgent situations may also qualify for an expedited external review, as described below.

Can I provide additional information about my claim? Yes, you will be informed about how to supply additional information relates to your claim once you initiate your appeal. You may also have the option of presenting evidence and testimony. In addition, we may provide you with any new or additional evidence, rationale, documents, or information used or relied upon in your adverse determination so you have a reasonable opportunity to respond before a final decision is made.

Can I request copies of information relevant to my claim? Yes, you may request and receive copies relevant to your claim free of charge. For example, upon request, you may receive the diagnosis and treatment codes (and their corresponding meanings) associated with an adverse determination. In addition, if we rely on a rule or guideline (such as a provision excluding certain benefits within your policy booklet) in making an adverse determination, we may provide that rule or guideline to you free of charge upon request. You can request copies of this information by contacting us at the number on the back of your ID card.

What happens next? If you appeal, we will review our decision and send you a written determination within 60 days of receiving your appeal.

OFSU

20170501 000206

20170502601 JA35
Env 06/07/19 2 of 2

051017-CORR LB201 BATCH1300 (050917)

Your External Review Rights

You may have the right to have our decision reviewed by an independent health care organization which has no association with us if our decision involved making a judgment as to the medical necessity, appropriateness, health care setting, level of care or effectiveness of the health care service or treatment by an Independent Review Organization (IRO). If we denied payment for a health care service or treatment deemed experimental or investigational, you may also be entitled to file a request for external review. You must submit the external review request within 4 months of receiving the internal appeal determination. If our denial involves a rescission of coverage, or a denial or limitation of your eligibility, you will have the right to review by an IRO, but must follow a different procedure to request it as identified below.

What qualifies for an expedited external review? You may be eligible for an expedited external review if you have a medical condition that would seriously jeopardize your life or health or would jeopardize your ability to regain maximum function if treatment is delayed.

How do I request external review? You or your authorized representative may file a request for external review for denial of partial or full payment of claims or coverage by completing the required forms and submitting them directly to the address noted below. BlueCross BlueShield of Oklahoma will also provide the forms upon request.

Oklahoma Department of Insurance
Five Corporate Plaza
3625 NW 56th Street,
Oklahoma City, Oklahoma 73112-54511
Telephone: (800)522-0071 or (405)521-2828

To request external review for adverse determinations pertaining to a rescission of coverage or denial or limitation on eligibility, contact the number on the back of your ID card for information on how to request external review.

For standard external review, a decision will be made within 45 days of receiving your request. There will be no charge to you for the IRO review. The IRO will notify you and your authorized representative of its decision, which will be binding on Blue Cross and Blue Shield of Oklahoma, and on you except to the extent you have additional remedies available.

Other Resources to Help You

For questions about your rights, this notice, or for assistance, you can contact the Oklahoma consumer assistance program of the Oklahoma Department of Insurance. To receive assistance, please refer to the contact information for the Department listed above or this website: www.ok.gov/oid/Consumers.

You may be eligible to receive your adverse determination and this notice in a language listed below. In addition, you may call us to receive assistance in these languages.

SPANISH (Español): Para asistencia en Español, por favor llame al numero ubicado en la parte posterior de su tarjeta de identificación.

TAGALOG (Tagalog): Upang humingi ng tulong sa Tagalog, paki tawagan ang numero na nakasulat sa inyong kard.

CHINESE (中文): 如果需中文帮助, 请拨打您卡上的电话号码。

NAVAJO (Dine): Dinéék'eh jí áka'a 'doowoo' biniiyé, r'áá shóqdi kojí' hodiilnih bécsh bee hane 'i bi numbo bee néé ho' dólzinigí biniiyé naaniniigí bine' déé' bíkáá'

052716-CORR-LB301-BATCH2420(052716)



BlueCross BlueShield of Oklahoma

PO Box 3283
Tulsa, OK 74102-3283

May 19, 2016

Claim Information

*****3-DIGIT 452
16222 1 AT 0.399 60
ROCKY MOUNTAIN HOLDINGS LLC
PO BOX 713362
CINCINNATI OH 45271-3362

Patient Name: DWAIN PATTILLO
Claim No.: 020161385055C810X
Group/ID No.: 156750-YUN834983674
Service Date: 4/30/2016 to 4/30/2016
Prov. Pat. No.: 1672750
To contact us: 1-800-942-5837

Subject: An update on your claim

Dear Rocky Mountain Holdings Lic:

We've received the claim for services you provided Dwain Pattillo on 4/30/2016, and have sent a payment of \$0.00 to the patient.

We appreciate the important role you play in the lives of our members and their families. If you have questions about this letter, please call us at the number above.

Sincerely,

Your Customer Advocates
ASO Department

bcbsok.com

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

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415-415-0

HFCA1

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IL16798

20160519 000895

2016052603_3JFB
Em [16.222] 1 of 3



062715 CORR LB301 BATCH2426(052715)



BlueCross BlueShield of Oklahoma

May 19, 2016

Claim Information Continued

ROCKY MOUNTAIN HOLDINGS LLC
PO BOX 713362
CINCINNATI, OH 45271-3362

Claim No.: 020161385055C810X
Group/ID No.: 156750-YUN834983671

To contact us: 1-800-942-5837

Information About Appeals

Please refer to your Health Plan Document for further explanations of the terms, conditions, limitations and exclusions applicable to your benefits.

You have the right to appeal this decision within 180 days. For a full description of the Appeal Process, please refer to your Health Plan Document. If you wish to appeal, please send your written request to:

Attention: Customer Service Appeal Coordinator
Blue Cross and Blue Shield of Oklahoma
P.O. Box 3283
Tulsa, OK 74102-3283

The written request should include the name of the Subscriber, the Subscriber identification number, the nature of the complaint, the fact upon which the complaint is based, and the resolution you are seeking. Necessary facts are: dates and places of services, names of Providers of services, places of hospitalization and type of services or procedures received(if applicable). You and/or your Provider should include any documentation, including medical records, that you want to become a part of the review file. The Plan may request further information if necessary.

If your benefit determination involved a rule or guideline or a medical necessity or experimental/investigational treatment decision, you may receive upon request, free of charge, a copy of the rule or guideline or an explanation of the decision.

If your benefit plan is governed by ERISA, you may have the right to take legal actions under Sec. 502(a) of ERISA if the benefit decision is upheld on appeal.

IMPORTANT INFORMATION ABOUT APPEALS (Retain for your records)

This document applies to you if your health coverage is not grandfathered under the Affordable Care Act (ACA). Certain plans created on or before March 23, 2010, may be "grandfathered health plans," and the external appeals and review rights set forth below do not apply to them. You may contact us at the number on the back of your ID card to determine whether your health coverage is grandfathered.

If we have denied your claim for benefits, in whole or in part, for a requested treatment or service, rescinded your coverage, or denied or limited your eligibility (if applicable), then this document serves as part of your notice of an adverse determination. Contact us at the number on the back of your ID card if you need assistance understanding this notice or your adverse determination.

052716-CORR-J 3301-BATCH2420(052716)



May 19, 2016

Claim Information Continued

ROCKY MOUNTAIN HOLDINGS LLC
PO BOX 713362
CINCINNATI, OH 45271-3362

Claim No.: 020161385055C810X
Group/ID No.: 156750-YUN834983671

To contact us: 1-800-942-5837

Your Internal Appeal Rights

What if I don't agree with this decision? You have a right to appeal an adverse determination. However, you only have 180 days from the date you receive the notice of adverse determination to file an internal appeal.

Who may file an internal appeal? You or someone you name to act for you (your authorized representative) may file an appeal. You may designate an authorized representative by completing the necessary forms. For more information on how to do so, contact us at the number on the back of your ID card.

How do I file an internal appeal? For claim appeals, you may contact us at the number on the back of your ID card and request an internal appeal or send a written request.

Oklahoma
Appeal Coordinator
Blue Cross and Blue Shield of Oklahoma
P.O. Box 3283
Tulsa, Oklahoma 74102-3283

Illinois
Claim Review Section
Health Care Service Corporation
P.O. Box 2401
Chicago, Illinois 60690

New Mexico
Appeal Unit
Blue Cross and Blue Shield of New Mexico
P.O. Box 27630
Albuquerque, New Mexico 87125-7630

Texas
Blue Cross and Blue Shield of Texas
P.O. Box 660044
Dallas, Texas 75266-0044

Montana
Blue Cross and Blue Shield of Montana
P.O. Box 4309

bcbsok.com

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052716-CORR-LB301-BATCH2420(052716)



BlueCross BlueShield of Oklahoma

May 19, 2016

Claim Information Continued

ROCKY MOUNTAIN HOLDINGS LLC
 PO BOX 713362
 CINCINNATI, OH 45271-3362

Claim No.: 020161385055C810X
 Group/ID No.: 156750-YUN834983671

To contact us: 1-800-942-5837

Helena, MT 59604-4309

What about eligibility-related denials and rescissions? Please refer to your benefit booklet for additional specifics. You may also contact us at the number on the back of your ID card.

What if my situation is urgent? If your situation meets the definition of urgent under the law, your review will generally be conducted as soon as possible. An urgent situation is one in which your health may be in serious jeopardy or, in the opinion of your doctor you experience pain that cannot be adequately controlled while you wait for a decision on your appeal. If you believe your situation is urgent, you may request an expedited appeal by following the instructions above for filing an internal appeal. You may also initiate an expedited external review by an Independent Review Organization (IRO) simultaneously by contacting us at the number on the back of your ID card or contacting your state's ombudsman or consumer assistance program listed below.

Can I provide additional information about my claim? Yes, you will be informed about how to supply additional information once you initiate your appeal. You will also have the option of presenting evidence and testimony. In addition, we will provide you with any new or additional evidence, rationale, documents, or information used or relied upon in your adverse determination so you have a reasonable opportunity to respond before a final decision is made.

Can I request copies of information relevant to my claim? Yes, you may request and receive copies relevant to your claim free of charge. For example, upon request, you may receive the diagnosis and treatment codes (and their corresponding meanings) associated with an adverse determination. In addition, if we rely on a rule or guideline (such as a provision excluding certain benefits within your policy booklet) in making an adverse determination, we will provide that rule or guideline to you free of charge upon request. You can request copies of this information by contacting us at the number on the back of your ID card.

What happens next? If you appeal, we will review our decision and generally send you a written determination within 60 days of receipt of your internal appeal request. If we continue to deny the partial or full payment of a claim, coverage, or eligibility for benefits or you do not receive a timely decision, you may be able to request an External Review of your claim by an Independent Review Organization (IRO). Your health coverage may require a second level of internal appeal before you are eligible for External Review.

Once an eligible request for external review is complete, the matter will be assigned to an IRO. The assigned IRO will be an independent, unbiased, randomly selected entity that receives no financial incentives based on the outcome of any review. There will be no charge to you for the IRO review. The acknowledgment of receipt of your request from the IRO will contain additional information about their review process, the types of additional information that you can submit for review and the information that must be included in the decision of the IRO. You should note that the IRO is not bound by our adverse or final adverse determination. The decision of the IRO is

052716-CORR-L3301-BATCH242(052716)



May 19, 2016

Claim Information Continued

ROCKY MOUNTAIN HOLDINGS LLC
PO BOX 713362
CINCINNATI, OH 45271-3362

Claim No.: 020161385055C810X
Group/ID No.: 156750-YUN834983671

To contact us: 1-800-942-5837

binding on the parties, but there may be additional state or federal remedies available. Please refer to your benefit booklet for information.

Other Resources to Help You

For questions about your rights, this notice, or for assistance, you can contact a consumer assistance program or ombudsman.

Illinois

Illinois Department of Insurance
122 S. Michigan Ave 19th Floor
Chicago, Illinois 60603-6139
www.insurance.illinois.gov
Telephone: (877) 527-9431
Email: DOI.Director@illinois.gov

Texas

Texas Consumer Health Assistance Program
Texas Department of Insurance
Mail Code 111-1A, 333 Guadalupe
P.O. Box 149091
Austin, Texas 78714
www.texashealthoptions.com
Telephone: (855) 839-2427
Email: chap@tdi.state.tx.us

Oklahoma

Oklahoma Insurance Department
Five Corporate Plaza
3625 NW 56th, STE 100
Oklahoma City, Oklahoma 73112
www.ok.gov/oid/Consumers/Consumer_Assistance/index.html
Telephone (in-state): (800) 522-0071
Telephone (out-of-state): (405) 521-2828

New Mexico

Office of Superintendent of Insurance
1120 Paseo De Peralta Room 428
Santa Fe, New Mexico 87501
www.OSI.state.nm.us

bcbsok.com

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20160519 000998



052716-CORR-I B301-RATCH2420(052716)



BlueCross BlueShield of Oklahoma

May 19, 2016

Claim Information Continued

ROCKY MOUNTAIN HOLDINGS LLC
PO BOX 713362
CINCINNATI, OH 45271-3362

Claim No: 020161385055C810X
Group/ID No: 156750-YUN834983671

To contact us: 1-800-942-5837

Telephone: (855) 427-5674 or (505) 827-4601
Email: mhcb.grievance@state.nm.us

You may be eligible to receive your adverse determination and this notice in a language listed below. In addition, you may call us to receive assistance in these languages.

SPANISH (Español): Para asistencia en Español, por favor llame al numero ubicado en la parte posterior de su tarjeta de identificación.

TAGALOG (Tagalog): Upang humingi ng tulong sa Tagalog, pakı tawagan ang numero na nakasulat sa inyong kard.

NAVAJO (Dine): Dinek'ehji' aka'a'doowoo biniye, 't'aa shoodı'koji' hodiifnih beesh bee hane' i bi numbo bee nee ho' dolzıngii biniye nani'ıngii bine'dee' bikaat'

91 7199 9991 7036 8062 4534



DEFENDERS OF TOMORROW

FIRST LEVEL APPEAL

Tuesday, April 04, 2017

BCBS OK

Attn:Claim Review/Appeals

PO BOX 3283

Tulsa, OK 74102

Provider Name: Rocky Mountain Holdings, LLC

TIN: 87-0533822 NPI: 1407855240

Patient Name: Patillo, Dwain

Run Number: 16-72750 DOS: 04/30/2016

Member ID/Claim#: YUN834983671/613884004590C00

Billed Charges: \$ 47,225.54

Paid Amount: \$ 6,590.80

Balance Due: \$ 40,634.74

To Whom It May Concern:

This letter serves to appeal the adverse benefit determination by BCBS OK relating to services provided by Rocky Mountain Holdings, LLC to patient Dwain Patillo. As a provider of emergency air ambulance services, Provider is obligated to respond to an emergency call, regardless of a patient's insurance status or ability to pay. Concurrently, the Plan is required to reimburse out-of-network providers for emergency medical services rendered to Member. *Our Agreement for Rates only covers local BCBS OK members and not Blue Card members.* Provider has not contractually agreed to any discounted rates of reimbursement for its charges. Therefore, in accordance with applicable law, Provider respectfully asserts that it is entitled to a higher level of reimbursement than the Plan has paid.

In addition underpaying Provider's claim, the Plan has failed to provide the information required by federal law to afford Provider a meaningful opportunity to appeal this adverse benefit determination. Accordingly, and consistent with applicable law, Provider respectfully requests from the Plan the following:

- (1) An explanation of the specific reason for the Plan's underpayment of Provider's claim;
- (2) A description of the Plan's review procedures;
- (3) Reference to the specific plan provisions and copies of the specific internal guidelines or criteria that Plan relied upon in determining the amount of reimbursement for the claim; and
- (4) A description of additional information necessary to perfect the claim, along with an explanation of why such information is necessary.

See 29 C.F.R. §2560.503-1(g)(1)(v); 45 C.F.R. § 147.136(b)(2)(ii)(E).

Despite being out-of-network, Provider has provided emergency medical services to the Member. As a licensed air ambulance company, the Provider is obligated to respond to an emergency call, regardless of a patient's insurance status or ability to pay. Concurrently, the Plan is required to cover emergency medical services, which include ambulance by ground or air, pursuant to the Public Health Service Act (PHS Act, 42 U.S.C. § 300gg, et seq.). Further, the Plan is required to comply with the patient protection provisions outlined in 45 C.F.R. § 147. Among other things, the patient protection provisions require the Plan to pay out-of-network providers for emergency services at the greatest of three minimum reimbursement rates. See 45 C.F.R. § 147.138(b)(3)(i)(B). In this case, Provider's charges reflect the usual, customary and reasonable amount of charges for out-of-

625 E. Carnegie Drive Suite 150 San Bernardino, CA 92408

Error! Unknown document property name.

network emergency services. We respectfully request that Plan pay Provider the full billed charges, or otherwise provide the schedule of "usual, customary and reasonable" fees that the Plan utilizes for paying out-of-network emergency services, as well as any other documents that contain information and data relating to charges for emergency air ambulance services. See 29 C.F.R. §2560.503-1(g)(1)(v); 45 C.F.R. § 147.136(b)(2)(ii)(E).

Provider hereby respectfully demands payment of the balance on the claim. Thank you for your attention to this matter. We look forward to your response.

Sincerely,

Delilah Czarnecki
Insurance Collector
909-915-2752
delilah.czarnecki@airmethods.com



**BlueCross BlueShield
of Oklahoma**

Claim Review Form

This form is only to be used for review of a previously adjudicated claim. Original Claims should not be attached to a review form.

Do not use this form to submit a Corrected Claim or to respond to an Additional Information request from BCBSOK.

Submit only one form per patient.

*****Inquiries received without the required information below may not be reviewed.*****

Claim Number: 613884004590C00		(For multiple claims provide the additional claim number below)	
Group Number: 156750	Prefix (3 character alpha): YUN	Member Identification Number: 834983671	
Patient Name: (Last, First) Pattillo, Dwain			
Date(s) of Service: 04/30/2016		Total Billed Amount: \$47,225.54	
Provider Name: Rocky Mountain Holdings		NPI: 1407855240	
Contact Person: Delilah Czarnecki		Phone Number: 909-915-2752	
Provide detailed information about your review request, including additional claim numbers, if applicable. Attach supporting documentation, if necessary. Please review attached appeal and review claim for additional payment. Our SCA with BCBS OK only covers local members and will we balance bill member 40,834.74 if claim not allowed in full.			
REMINDERS			
<ul style="list-style-type: none"> • Mail inquiries to: Blue Cross and Blue Shield of Oklahoma P.O. Box 3283 Tulsa, OK 74102-3283 • Additional Information requests – If you received an Additional Information request from BCBSOK, follow the instructions provided and use that letter as the cover sheet. If you do not have the cover sheet please use the Additional Information Form located at bcbsok.com/provider. <i>Examples of additional information include, but aren't limited to: Medical Records, Operative Reports, Coordination of Benefits, Medicare Explanation of Benefits, etc.</i> • Corrected Claim requests should be submitted as electronic replacement claims, or on a paper claim form along with a Corrected Claim Review Form available on our website at bcbsok.com/provider. <p>To submit Claim Review requests online utilize the Claim Inquiry Resolution tool, accessible through Electronic Refund Management (ERM) on the Availity™ Web Portal at availity.com.</p>			

Availity is a trademark of Availity, L.L.C., a separate company that operates a health information network to provide electronic information exchange services to medical professionals. Availity provides administrative services to BCBSOK. BCBSOK makes no endorsement, representations or warranties regarding any products or services offered by third party vendors such as Availity. If you have any questions about the products or services offered by such vendors, you should contact the vendor(s) directly.

Blue Cross and Blue Shield of Oklahoma, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association. Blue Cross®, Blue Shield® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.



Air Medical Transport Services provided by Air Methods Corporation

Do not send correspondence to this address.

EXLNET03
 PO Box 1280
 Oaks PA 19456-1280
 ADDRESS SERVICE REQUESTED

DEFENDERS OF TOMORROW™

Reference Number: 16-212090
 Date of Service: 11/16/2016

February 28, 2018

INVFIN 664549755



To The Estate Of
 Elizabeth Pence
 11810 S Sycamore St
 Jenks OK 74037-4391

(888) 636-4438

CSAdmin@airmethods.com

Hours: M-F 6a-5p PST

www.airmethods.com

PAYMENT OPTIONS

- Pay by phone: (888) 636-4438
- Pay by mail: to the address below
- Pay online: patientportal.airmethods.com

FINAL NOTICE



Dear To The Estate Of Elizabeth Pence:

We need your assistance in resolving your account. Please allow us a final opportunity to review the many options we have available to assist you based on your specific financial need. It is urgent that you contact one of our Patient Financial Counselors at (888) 636-4438 prior to this due date to avoid your account being sent to a collection agency.



Sincerely,
 Your Advocate

932EXLNET03INVFIN

Please return this portion with your payment

PATIENT NAME Piper Pence			AMOUNT DUE \$40,285.95
REFERENCE NUMBER 16-212090	DATE OF SERVICE 11/16/2016	STATEMENT DATE 02/28/2018	AMOUNT ENCLOSED \$ _____

▼ PLEASE MAKE CHECKS PAYABLE TO ▼

Rocky Mountain Holdings LLC
 PO Box 713375
 Cincinnati, OH 45271-3375

Card number	CVV Code	VISA <input type="checkbox"/>
Cardholder Name	EXP. Date	<input type="checkbox"/>
Cardholder Signature	Amount	<input type="checkbox"/>
	\$ _____	<input type="checkbox"/>



ROCKY MOUNTAIN HOLDINGS, LLC

PO BOX 713375
 CINCINNATI OH 45271-3375
 (888) 636-4438

Air Ambulance Services provided by Air Methods Corporation

Patient Name: RIDLEY, KLAIRE

Run Number: 15-174330
Date of Call: 10/15/2015
Time of Call: 06:36
Caller:

KARA RIDLEY
8601 SOUTH WESTERN AVE
OKLAHOMA CITY, OK, 73139

From: Integris Grove Hospital
To: St. Francis Hospital - Tulsa

Primary payor: GLOBAL HEALTH
40119590005

Secondary payor: Bill Patient

Description	Check #	Quantity	Unit Price	Payment Date	Amount
Helicopter Rotor Base		1	\$28,248.21		\$28,248.21
Helicopter Rotor Miles		75	\$314.01		\$23,550.75
Payment-Check	781926	1		2/18/2016	\$5,124.00
Payment-Check	781926	1		2/18/2016	\$9,818.88

****CMS Rules determine Medicaid/Medicare payments made to providers are conditional where a settlement is pending. In the event a settlement is garnered, Medicaid/Medicare will be refunded by the provider and the provider is thereby entitled to full payment from the settlement for total balances to include contractual and/or bad debt write-offs****

BALANCE: \$36,856.08

DETACH ALONG LINE AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.

Patient Name: RIDLEY, KLAIRE

Run Number: 15-174330

Current Date: 8/18/2016

Incident Number: 1192171

AMOUNT ENCLOSED:

\$

REMIT TO: ROCKY MOUNTAIN HOLDINGS, LLC
PO BOX 713375
CINCINNATI OH 45271-3375



GLOBAL HEALTH
PO BOX 2328
OKLAHOMA CITY, OK 73101

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PICA		PICA					
1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input checked="" type="checkbox"/> PECA <input type="checkbox"/> OTHER <input type="checkbox"/>				1a. INSURER'S I.D. NUMBER (For Programs in Item 1) 40118580005			
2. PATIENT'S NAME (Last Name, First Name, Middle Initial) RIDLEY, KLAIRE				3. PATIENT'S BIRTH DATE MM DD YY 10 14 2015		4. SIGNIFY'S NAME (Last Name, First Name, Middle Initial) SAME	
5. PATIENT'S ADDRESS (No., Street) PO BOX 1001				6. PATIENT RELATIONSHIP TO INSURED Self <input checked="" type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Other <input type="checkbox"/>		7. INSURED'S ADDRESS (No., Street)	
CITY KETCHUM		STATE OK		8. RESERVED FOR NUCC USE		CITY STATE	
ZIP CODE 74340		TELEPHONE (Include Area Code) (918) 782-8811		9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		c. RESERVED FOR NUCC USE		11. INSURED'S POLICY GROUP OR PECA NUMBER 1010021		12. INSURED'S DATE OF BIRTH MM DD YY M <input type="checkbox"/> F <input type="checkbox"/>	
d. RESERVED FOR NUCC USE		e. RESERVED FOR NUCC USE		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE (authorizes payment of medical benefits to the undersigned physician or supplier for services described below)		14. INSURANCE PLAN NAME OR PROGRAM NAME	
f. RESERVED FOR NUCC USE		g. RESERVED FOR NUCC USE		15. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO // yes, complete items 6, 7a and 8d.		16. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO // yes, complete items 6, 7a and 8d.	
17. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE (I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.) SIGNED: SIGNATURE ON FILE DATE: 10/15/2015				18. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE (I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.) SIGNED: SIGNATURE ON FILE DATE: 10/15/2015			
19. DATE OF CURRENT ILLNESS, INJURY, OR PREGNANCY (MM/DD/YY) 10 15 2015		20. OTHER DATE (MM/DD/YY) QUAL:		21. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM/DD/YY TO MM/DD/YY		22. HOSPITALIZATION DATES RELATED TO CURRENT SERVICE FROM MM/DD/YY TO MM/DD/YY	
23. NAME OF REFERRING PROVIDER OR OTHER SOURCE 23a. NAME: 23b. NPI:				24. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO		25. PRIOR AUTHORIZATION NUMBER	
26. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) RESP DISTRESS NEWBORN RAPID TRANSPORT FOR HIGHER LEVEL OF NEONATAL CARE UNRAVAL AT REF ROOMED VS 30MINS AIR INCUBATOR EKG POX OR				27. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Refer A-L to services list below (IME) ICD 10 D		28. PRIOR AUTHORIZATION NUMBER	
A. P220		B.		C.		D.	
E.		F.		G.		H.	
I.		J.		K.		L.	
29. A. DATES OF SERVICE From MM/DD/YY To MM/DD/YY		B. PLACE OF SERVICE EMI		C. PROCEDURES, SERVICES, OR SUPPLIES CPT/HCPCS MODIFIER		D. DIAGNOSIS POINTER	
10 15 2015 10 15 2015		42 Y		A0431 HH		A	
10 15 2015 10 15 2015		42 Y		A0436 HH		A	
30. FEDERAL TAX I.D. NUMBER 870633822		31. PATIENT'S ACCOUNT NO. 18174390		32. ACCEPT ASSIGNMENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		33. TOTAL CHARGE \$ 61798.98	
34. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREE OR CREDENTIALS (I certify that the information on this invoice is true and correct to the best of my knowledge and belief.) SIGNED: <i>hee</i> DATE: 10/18/2015		35. SERVICE FACILITY LOCATION INFORMATION From: INTEGRIS GROVE GENERAL HOSPITAL GROVE OK 74344 To: St. Francis Hospital - Tulsa TU 74138		36. AMOUNT PAID \$ 0.00		37. PAYOR FOR NUCC USE	
38. BILLING PROVIDER INFO & P.C.# ROCKY MOUNTAIN HOLDINGS LLC PO BOX 713352 CINCINNATI, OH 45271-2352		39. BILLING PROVIDER INFO & P.C.# (858) 563-2807		40. BILLING PROVIDER INFO & P.C.# 1407855240		41. BILLING PROVIDER INFO & P.C.# 87-0633822	

REMITTANCE ADVICE

PAYEE

ROCKY MOUNTAINS HOLDINGS
 PO BOX 713362
 CINCINNATI, OH 45271
 Federal Taxpayer's ID: 1407855240

PAYER

GLOBAL HEALTH PROVIDER
 NETWORKS
 701 N E 10TH STREET
 OKLAHOMA CITY, OK 73104
 Payer ID: 1604F

CHECK INFORMATION

Remit Date: 02/03/2016
 Wire/Check Amt.: \$ 14,942.88
 Check #: 781926

<p>Patient Name: RIDLEY, KLAIRE Member ID: 4011959005</p>	<p>Claim Status: 1 - Processed as Primary Type of Bill: ICN/Payer Claim Number: 4546664 Patient Claim ID: 15174330 Diagnosis Related Group: N/A Production Date: 02/15/2016</p>
--	--

Procedure	Qty	Reason Codes	Dates of Svc	Submitted	Allowed	Adjustment	Provider Paid	Patient Resp
HC A0431 HH	1	45 B6	10/15/2015	\$ 26,248.21	\$ 9,818.88	\$ 16,429.33	\$ 9,818.88	\$ 0.00
CAS Reason Code		Amount	Description					
CO 45		\$ 16,429.33	CHARGES EXCEED CONTRACT FEE ARRANGEMENT					
HC A0436 HH	1	45 B6	10/16/2015	\$ 23,550.75	\$ 5,124.00	\$ 16,426.75	\$ 5,124.00	\$ 0.00
CAS Reason Code		Amount	Description					
CO 45		\$ 16,426.75	CHARGES EXCEED CONTRACT FEE ARRANGEMENT					
Reported Charges:		\$ 51,798.96	Copay:	\$ 0.00	Total Submitted:	\$ 51,798.96		
Denied Charges:		\$ 0.00	Coinsurance:	\$ 0.00	Total Allowed:	\$ 14,942.88		
Non Covered:		\$ 0.00	Deductible:	\$ 0.00	Total Adjustments:	\$ 36,856.08		
Interest:		\$ 0.00	Patient Resp:	\$ 0.00	Total Paid:	\$ 14,942.88		

CAS Group Code	Description
CO	Contractual Obligations



FIRST LEVEL APPEAL

Tuesday, March 01, 2016

GLOBAL HEALTH
Attn: APPEALS / CLM# 4546664
PO BOX 2328
OKLAHOMA CITY, OK 73101

Provider Name: Rocky Mountain Holdings, LLC
TIN: 87-0533822 NPI: 1407855240
Patient Name: RIDLEY, KLAIRE
Run Number: 15-174330 DOS: 10/15/2015
Member ID/Ref#: 40119590005
Billed Charges: \$ 51,798.96
Paid Amount: \$ 14,942.88
Balance Due: \$ 36,856.08

To Whom It May Concern:

This letter serves to appeal the adverse benefit determination by GLOBAL HEALTH (the "Plan") relating to services provided by Rocky Mountain Holdings, LLC ("Provider") to patient RIDLEY, KLAIRE ("Member"). As a provider of emergency air ambulance services, Provider is obligated to respond to an emergency call, regardless of a patient's insurance status or ability to pay. Concurrently, the Plan is required to reimburse out-of-network providers for emergency medical services rendered to Member. Provider has not contractually agreed to any discounted rates of reimbursement for its charges. Therefore, in accordance with applicable law, Provider respectfully asserts that it is entitled to a higher level of reimbursement than the Plan has paid.

In addition underpaying Provider's claim, the Plan has failed to provide the information required by federal law to afford Provider a meaningful opportunity to appeal this adverse benefit determination. Accordingly, and consistent with applicable law, Provider respectfully requests from the Plan the following:

- (1) An explanation of the specific reason for the Plan's underpayment of Provider's claim;
- (2) A description of the Plan's review procedures;
- (3) Reference to the specific plan provisions and copies of the specific internal guidelines or criteria that Plan relied upon in determining the amount of reimbursement for the claim; and
- (4) A description of additional information necessary to perfect the claim, along with an explanation of why such information is necessary.

See 29 C.F.R. §2560.503-1(g)(1)(v); 45 C.F.R. § 147.136(b)(2)(ii)(E).

Despite being out-of-network, Provider has provided emergency medical services to the Member. As a licensed air ambulance company, the Provider is obligated to respond to an emergency call, regardless of a patient's insurance status or ability to pay. Concurrently, the Plan is required to cover emergency medical services, which include ambulance by ground or air, pursuant to the Public Health Service Act (PHS Act, 42 U.S.C. § 300gg, et seq.). Further, the Plan is required to comply with the patient protection provisions outlined in 45 C.F.R. § 147. Among other things, the patient protection provisions require the Plan to pay out-of-network providers for emergency services at the greatest of three minimum reimbursement rates set forth in 45 C.F.R. § 147.138(b)(3)(i)(B). In this case, Provider's charges reflect the usual, customary and reasonable amount of charges for out-of-network emergency services. We respectfully request that Plan pay Provider the full billed charges, or otherwise

621 E. Carnegie Drive Suite 210 San Bernardino, CA 92408

Error! Unknown document property name.

91 7199 9991 7035 2631 8092

provide the schedule of "usual, customary and reasonable" fees that the Plan utilizes for paying out-of-network emergency services, as well as any other documents that contain information and data relating to charges for emergency air ambulance services. See 29 C.F.R. §2560.503-1(g)(1)(v); 45 C.F.R. § 147.136(b)(2)(ii)(E).

Provider hereby respectfully demands payment of the balance on the claim. Thank you for your attention to this matter. We look forward to your response.

Sincerely,

FLORA C.
Insurance Collector
909-915-2875
flora.cruz@airmethods.com



DEFENDERS OF TOMORROW

February 29, 2016

Klaire Ridley
PO Box 1001
Ketchum OK 74349-1001

Re: Letter to your insurer and release document

Dear Klaire Ridley,

Please find an enclosed letter to your insurer that we have discussed or have been trying to discuss with you by phone recently. The purpose of this letter is to make clear to your insurer how their reimbursement for your air ambulance claim is very unreasonable. We have also enclosed a HIPAA release document for you to sign. This release allows us to use your letter in our ongoing efforts to speak up for patients like you who are being treated unfairly with large account balances. Please sign both the letter and the HIPAA release and return these documents to us in the enclosed prepaid self-addressed envelope. We will file an appeal on your behalf with your insurer if you would like.

Our goal is to help ensure insurance companies adequately pay for air ambulance services provided to their beneficiaries and that other future patients like you don't experience underpayment of their claims. Your support in these efforts will help ensure that air ambulance providers like Air Methods can continue to offer the invaluable service of emergency air transportation in your community.

If you have questions about this letter and its purpose please contact our office at your earliest convenience to discuss.

Thank you,

Rocky Mountain Holdings LLC
(888) 636-4438

Enclosures

8800LN0901PINSUCR



Rocky Mountain Holdings LLC
PO Box 2535
Fontana, CA 92334-9938
ADDRESS SERVICE REQUESTED

February 29, 2016

Rocky Mountain Holdings LLC
PO BOX 2532
Fontana CA 92334-9938

LTPINSUCR 71465814



Klaire Ridley
PO Box 1001
Ketchum OK 74349-1001

PATIENT NAME Klaire Ridley			AMOUNT DUE \$36856.08
RUN NUMBER 15-174330	DATE OF SERVICE 10/15/2015	STATEMENT DATE 02/29/2016	AMOUNT ENCLOSED \$



DEFENDERS OF TOMORROW™

February 29, 2016

Global Health
PO Box 2328
Oklahoma City Ok 73101

Dear Global Health,


I am submitting this official complaint to you as my health insurance carrier because you have not reimbursed my medically necessary emergency air medical services adequately. Unless you increase your reimbursement to my air ambulance provider, you will be improperly leaving me with a bill that is far higher than I can expect to pay on my own.

My transport was due to an unforeseen medical emergency. In fact, the transport was only completed because of the seriousness of my health condition, and these critical services were determined to be medically necessary by my treating health care provider or the first responder. The initial bill was \$52,798.96 and to date you have only reimbursed a portion of my claim, which leaves me with a large outstanding balance. If you refuse to reconsider the sufficiency of your reimbursement, I hope you can understand that your failure to adequately reimburse my provider for this recent critical care transport was an unfair surprise to me.

Your reimbursement to my air medical provider to date is far below usual and customary reimbursement for these medically necessary services. As a beneficiary of your health plan, my premiums and any deductibles and copayments have been faithfully paid in accordance with my plan requirements, with the expectation that you would be there when I need you most. Even though the insurance premiums you are paid continue to rise, it would appear that your coverage for these critical emergency services in my time of need seems to have proportionately shrunk, or that my plan policy limits are being improperly reduced or limited for these services.

I'm asking that you increase the amount you reimburse my air ambulance provider for these services. I'm ready to put this matter behind me to move on with my recovery and my life with peace of mind that this type of service will continue to be available to others in my community that might find themselves in need like I did.

Sincerely,


(Signature)


(Date)

Klaire Ridley
PO Box 1001
Ketchum OK 74349-1001

CC: Air Methods Corporation, Customer Care Department, P.O. Box 713362, Cincinnati, Ohio 45271



DEFENDERS OF TOMORROW

AUTHORIZATION TO USE AND DISCLOSE HEALTH INFORMATION

Patient Name: Klara Ridley

Date of Birth: Address: PO Box 1001, Ketchum OK 74349-1001

I authorize Air Methods Corporation and any subsidiary or affiliate of Air Methods Corporation, as well as any representative of such entity (collectively, "Air Methods"), to use and disclose my health information as described in this form.

1. **Specific description of the health information:** Air Methods may use and disclose my first and last name and the following information relating to the services provided to me: the date and location of the services provided to me; demographic information; clinical information such as my diagnosis or condition leading to services provided by Air Methods; billing and account related information, including information regarding resolution of my account; and any information I provided to Air Methods regarding my air medical transport or the reimbursement paid by my insurer—whether in the form of a letter, phone call or otherwise.
2. **Persons/classes of persons/organizations authorized to receive the health information:** Air Methods may use and disclose the information specified in Section 1 for the purposes described in this form. Air Methods may include this information in its own or third party printed or electronic publications or presentations to or correspondence with government representatives or public officials. Any person or entity who receives these items or accesses such publications or correspondence may also obtain this information about me.
3. **Purpose of the use or disclosure:** My information described in Section 1 may be used and disclosed for publication in various media, including correspondence with public officials or government representatives, newspaper or magazine articles, television or radio broadcasts, or other similar media.
4. **Remuneration:** Air Methods will not receive payment from a third party for obtaining this authorization or engaging in the marketing communications described above.
5. **Right to Revoke:** I understand that I have the right to revoke this authorization in writing at any time subject to the exceptions stated below. To revoke this authorization, I understand that I must make my request in writing and clearly state that I am revoking this specific authorization. In addition, I must sign my request and then mail or deliver my request to: HIPAA Privacy Officer, Air Methods Corporation, 7301 South Peoria St, Englewood, CO 80112.
6. **Exceptions To Right of Revocation:** I understand that my written revocation will not affect any uses or disclosures that Air Methods may have made before my revocation was received. For example, any printed materials of Air Methods or of a third party that contain my information may continue to circulate.
7. **Expiration Date/Event:** I understand that this authorization will expire one (1) year from the date that I sign it, except that Air Methods may continue to use and disclose any of my information that is contained in materials created by Air Methods as a result of this authorization for the purposes described above for as long as these items exist.
8. **Prohibitions on Conditions:** Air Methods will not condition treatment, payment, enrollment in a health plan or eligibility for benefits on my signing this form.
9. **Miscellaneous:** I understand that I have no obligation to sign this authorization. Any of my information released pursuant to this authorization may be redisclosed and may be no longer protected by federal privacy regulations if the recipient is not required to comply with federal privacy regulations. I will receive a copy of this form once signed.

Signed this 14 day of March, 2016

Printed name: Klara Ridley

Signature: [Handwritten Signature]

If applicable (if signed by a person, representative, parent or legal guardian instead of the patient):

Printed name of patient's representative, parent or legal guardian: Klara Ridley

Basis of representative's authority to act for patient: [Handwritten Signature]



ASSIGNMENT OF BENEFITS

*****REQUIRED FOR INSURANCE BILLING*****

PATIENT NAME: Hector Lopez

FLIGHT #: 16-11922

ASSIGNMENT OF BENEFITS & LIEN I request and authorize direct payment to Provider of any Medicare and other insurance benefits payable to me or on my behalf for Services rendered by Provider, now or in the future. At Provider's election, I also assign to Provider all of my rights and interest in all such insurance benefits or proceeds, including but not limited to the right to appeal any denial of benefits or to file any lawfully authorized lien necessary to secure payment from any third party or a third party's insurer. I further intend for this Assignment & Lien to create a secured interest under the applicable Uniform Commercial Code. Accordingly, I hereby grant to the Provider a primary, non-contingent secured interest in all Proceeds to the extent permitted by law for the purpose of securing payment of my charges, which secured interest shall attach and also be automatically perfected effective as of the date and time that my condition first arose. I further authorize Provider to file the form(s) normally filed with the secretary of state or other governmental agency relating to such secured interests, and to make such filings in all relevant jurisdictions as Provider sees fit in its sole discretion. I agree that once payment in-full has been made towards all outstanding Charges to the full extent permitted by law or contract, such secured interest shall be removed or terminated solely upon my written request sent through the U.S. Postal Service Certified Mail. Consistent with these terms, I hereby direct any and all Payers, to pay the Proceeds directly to, immediately to, and exclusively in the name of, Provider to the extent of my Charges. I understand and agree to immediately remit all payments received from insurance for those services. I agree to cooperate with Provider or its agent in collecting any such benefits. This assignment shall not obligate Provider to file any appeal or perfect any such lien and nothing herein shall relieve me from direct financial responsibility for any charges not paid by an insurer.

RELEASE OF INFORMATION I authorize Provider and any other holder of information about me to disclose all or any part of my medical record or other information needed to determine my eligibility for benefits or the amount of benefits payable for Services rendered by Provider, now or in the future, to any financially responsible party, including but not limited to: the Centers for Medicare and Medicaid Services (CMS), Medicaid, their intermediaries or carriers, Worker's Compensation carriers, health or liability insurers, or any other insurance organization or billing agent (collectively, "Insurer"). I authorize any holder of medical and billing information about me to release to Provider or any Insurer any information necessary for billing and payment purposes. I consent to the use of a copy of this authorization in lieu of the original.

FINANCIAL RESPONSIBILITY I acknowledge that many insurers will only pay for services that they determine to be medically necessary and that meet other coverage requirements. For example, some insurers require prior authorization for certain services. If my insurer determines that the Services, or any part of them, are not medically necessary or fail to meet other coverage requirements, the Insurer may deny payment for that Service. Notwithstanding any other provision herein, I agree that if my insurer denies all or any part of Provider's charges for any reason, or if I have no insurance, I will be personally and fully responsible for payment of Provider's charges. Should my account be referred to an attorney or collection agency, I agree to pay actual attorney's fees and collection expenses. This Authorization and Consent Form contains the agreement in full. Any revisions, strikeouts, handwritten language or other changes to the typewritten text cannot be made except by another mutually signed agreement. Any such modifications without a mutually signed agreement are null and void and non-enforceable.

The undersigned certifies that he/she has read the foregoing, and is the patient, the patient's legal representative or is duly authorized by the patient as the patient's agent to execute this Authorization and Consent form and to accept its terms, except as noted below.

Mark the Appropriate Box and Sign Below:

Signer below is the: Patient Insurance Policy Holder Power of Attorney

Signature: Gorman Carbajal Date: 03/07/16

Printed Name of Signer: Gorman Carbajal

Relationship to Patient: Mother

Please return this entire form in the postage paid envelope. Thank you.

June 10, 2016

GLOBAL HEALTH
PO BOX 2328
OKLAHOMA CITY, OK 73101

Patient Name: RIDLEY, KLAIRE
Subscriber Name: RIDLEY, KARA
Ambulance account#: 15-174330
Date of Service: 10/15/2015
Member ID#: 40119590005
Claim#: 4546664

To Whom It May Concern:

Please see attached letter in regards to my underpaid Ambulance bill.

Sincerely,

KARA RIDLEY C/O KLAIRE RIDLEY
PO BOX 1001
KETCHUM, OK 74349

Rocky Mountain Holdings LLC
 PO Box 713375 • Cincinnati, OH 45271-3375
 Customer Service: (888) 636-4438

Air Medical Transport Services provided by: Air Methods Corporation

Patient Name: Sandra Saenz	Date of Call: 06/09/2016
Run Number: 16-99020	Time of Call: 18:06:36
Notice Date: June 24, 2016	From: 36 02.180'n, 095 44.440'w
	To: St. John Med Center - Tulsa
Sandra Saenz 25926 E 89Th Pl S Broken Arrow OK 74014-6612	Primary Payor: Eds
	Secondary Payor: 1-Coding Icd10

<u>Description</u>	<u>Qty.</u>	<u>Price</u>	<u>Contractual</u>	<u>Amount</u>
			<u>Allowance</u>	
A0431 Helicopter Rotor Base	1	30354.54	0.00	30354.54
A0436 Helicopter Rotor Miles	15	5061.30	0.00	5061.30

BALANCE DUE: \$35415.84

Jun 09 2016 20:31 Air Methods 9184264711

page 2



AUTHORIZATION AND CONSENT

SECTION I

PATIENT NAME: SANDRA SAENZ FLIGHT # 16-99020
UNIT/BASE LD.: TLF 5/OK Date Of Service: 06/09/2016 TIME: 1759 (Military Format)

CONSENT TO TREATMENT. The undersigned consents to air medical transportation and the performance of medical services, administration of medications and blood or blood products, and other medical procedures ("Services") by the company listed above and any agent or entity acting on behalf of that company (collectively, "Provider"), as deemed appropriate by Provider's medical personnel. I understand that medical care is not an exact science and no guarantees have been made regarding the outcome of treatment.

RELEASE OF INFORMATION. I authorize Provider and any other holder of information about me to disclose all or any part of my medical record or other information needed to determine my eligibility for benefits or the amount of benefits payable for Services rendered by Provider, now or in the future, to any financially responsible party, including but not limited to: the Centers for Medicare and Medicaid (CMS), Medicaid, their intermediaries or carriers, Worker's Compensation carriers, health or liability insurers, or any other insurance organization or billing agent (collectively, "Insurer"). I authorize any holder of medical and billing information about me to release to Provider or any Insurer any information necessary for billing and payment purposes. I consent to the use of a copy of this authorization in lieu of the original.

ASSIGNMENT OF BENEFITS, RIGHTS & CONSENT TO LIEN. I request and authorize direct payment to Provider of any Medicare and other insurance benefits payable to me or on my behalf for Services rendered by Provider, now or in the future, and I assign to Provider at its election all of my rights and interest in all such insurance benefits or proceeds, including but not limited to: (1) the right to appeal any denial of benefits or coverage; (2) to demand and receive the production of or access to any documents or information from any entity or person to the fullest extent of my rights to do so under applicable laws; and (3) to pursue any and all legal remedies and obtain all relief that would be available to me under applicable laws. In connection with the foregoing rights assigned to provider, they are assigned in their entirety without limitation and without reservation, of any part or aspect thereof. I further authorize the provider to file any lien necessary to secure payment from any third party or a third party's insurer who is or may be subject to an obligation of any kind to pay for medical services I require and receive. I further intend for this assignment and lien to create a secured interest under the applicable Uniform Commercial Code. Accordingly, I hereby grant to the Provider a primary, non-contingent secured interest in all proceeds to the extent permitted by law for the purpose of securing payment of my charges, which secured interest shall attach and also be automatically perfected effective as of the date and time that my condition first arose. I further authorize Provider to file the form(s) normally filed with the secretary of state or other governmental agency relating to such secured interests, and to make such filings in all relevant jurisdictions as Provider sees fit in its sole discretion. I agree that once payment in-full has been received in satisfaction of all outstanding charges to the full extent permitted by law or contract, such secured interest shall be removed or terminated solely upon my written request sent through the U.S. Postal Service Certified Mail. Consistent with these terms, I hereby direct any and all Payers, to pay the proceeds directly to, immediately to, and exclusively in the name of, Provider to the extent of the billed charges. I understand and agree to immediately remit all payments received from insurance for the Services and will cooperate with Provider in collecting any such payments. This assignment shall not obligate Provider to file any appeal or perfect any lien, and nothing herein shall relieve me from direct financial responsibility for any charges not paid by an insurer.

FINANCIAL RESPONSIBILITY. I acknowledge that many Insurers will only pay for services that they determine to be medically necessary and that meet other coverage requirements. For example, some Insurers require prior authorization for certain services. If my Insurer determines that the Services, or any part of them, are not medically necessary or fail to meet other coverage requirements, the Insurer may deny payment for those Services. Notwithstanding any other provision herein, I agree that if my Insurer denies all or any part of Provider's charges for any reason, or if I have no insurance, I will be personally and fully responsible for payment of Provider's charges. Should my account be referred to an attorney or collection agency, I agree to pay all actual attorneys' fees and collection expenses. This Authorization and Consent form contains the agreement in full. Any revisions, strikethroughs, handwritten language or other changes to the typewritten text cannot be made except by another mutually signed agreement. Any such modifications without a mutually signed agreement are null and void and non-enforceable.

COLLECTIONS & TELEPHONE CONSENT. I expressly authorize and consent for Provider, its assignees and third party agents to: (1) use pre-recorded or artificial voice messages, or an automatic telephone dialing system, to contact me at the telephone number provided below, which may be a wireless or cell phone number; (2) leave answering machine or voice mail messages for me, and include in any such messages information required by law (including debt collection laws) or other information regarding amounts owed by me; (3) send text messages or e-mails to the telephone number and e-mail address provided below for the purpose of resolving unpaid balances or other pertinent issues. I also authorize Provider to obtain a credit report to assist in the collection of any unpaid balances or for any other purpose.

The undersigned certifies that he/she has read the foregoing, and is the patient, the patient's legal representative or is duly authorized by the patient as the patient's agent to execute this Authorization and Consent form and to accept its terms, except as noted below.

SECTION II Mark the Appropriate Box and Sign Below:

Signer below is the: Patient Authorized Representative (see back for definition) Crew Member (NO Representative was available or willing to sign)

If signature is "Authorized Representative" or "Crew Member" **NO FINANCIAL OBLIGATIONS** are placed upon the signer, **UNLESS SIGNER IS SPOUSE, PARENT OF MINOR CHILD, GUARDIAN OR POWER OF ATTORNEY FOR PATIENT.**

Signature: [Handwritten Signature] Date 06/09/2016

Phone Number: _____ E-mail: _____

Signature of Crew if patient signs using an "X" ▶▶

SECTION III

If Authorized Representative, identify relationship to the Patient (see back for definition):

A (Legal Guardian) B (Recipient of Government Benefits for patient) C (Spouse, Parent, or person responsible for patient's affairs) D (Agency that provides services to patient)

Patient unable to sign (check box, if appropriate and explain below):

▶▶ Pt unresponsive to MVE

SPECIFIC MEDICAL, MENTAL, or LEGAL (e.g. minor or prisoner) REASON PATIENT UNABLE TO SIGN

SECTION IV RECEIVING FACILITY ACKNOWLEDGMENT

FACILITY NAME: ST John CITY: Tulsa ST: OK

REPRESENTATIVE SIGNATURE: [Handwritten Signature] TITLE/CREDENTIAL: RN

PRINTED NAME OF SIGNER: [Handwritten Name] (DATE) 06/09/16 (TIME) 1620

The patient named on this form was received by this facility at the date and time indicated above. This signature does not constitute acceptance of financial or any other matter of responsibility for this patient or for the services rendered to this patient, nor does it constitute acceptance of or agreement to any matter set forth in this form other than that contained in the preceding sections.

ROCKY MOUNTAIN HOLDINGS, LLC

PO BOX 713375
 CINCINNATI OH 45271-3375
 (888) 636-4438

Air Ambulance Services provided by Air Methods Corporation

Patient Name: RAMER, ETHAN

Run Number: 13-162232
Date of Call: 11/19/2013
Time of Call: 20:19
Caller:

MIRANDA RAMER
 8601 SOUTH WESTERN AVE
 OKLAHOMA, OK, 73139

From: Integris Bass Baptist Health Center
To: Integris Baptist Med Center

Primary payor: BLUECROSS BLUESHIELD OF OK
 YUN836117050

Secondary payor: Bill Patient

Description	Check #	Quantity	Unit Price	Payment Date	Amount
Helicopter Rotor Base		1	\$22,419.22		\$22,419.22
Helicopter Rotor Miles		62	\$249.22		\$15,451.64
Payment-ECheck	ECK	1		5/15/2014	\$7,546.70
Payment-ECheck	ECK	1		12/17/2014	\$600.00
Discount - Special		1		3/4/2015	\$11,889.67
Miscellaneous Adjustment		1		3/6/2015	(\$0.01)
Payment	WIRE	1		3/6/2015	\$17,834.50
Payment-Check	2000	1		3/18/2015	\$100.00
Payment-ECheck	ECHK	1		4/2/2015	(\$100.00)

****CMS Rules determine Medicaid/Medicare payments made to providers are conditional where a settlement is pending. In the event a settlement is garnered, Medicaid/Medicare will be refunded by the provider and the provider is thereby entitled to full payment from the settlement for total balances to include contractual and/or bad debt write-offs****

\$0.00

DETACH ALONG LINE AND RETURN STUB WITH YOUR PAYMENT. THANK YOU.

Patient Name: RAMER, ETHAN

Run Number: 13-162232

AMOUNT ENCLOSED:

\$

Current Date: 8/3/2016

Incident Number: 899098

--

REMIT TO: ROCKY MOUNTAIN HOLDINGS, LLC
 PO BOX 713375
 CINCINNATI OH 45271-3375

From:



Air Methods Corporation and its subsidiaries

AUTHORIZATION AND CONSENT

SECTION I

PATIENT NAME: Romer, Elhan FLIGHT # B-110232
UNIT/BASE I.D.: 7009 Date Of Service: 11/19/13 TIME: 210 (Military Format)

CONSENT TO TREATMENT. The undersigned consents to air medical transportation and the performance of medical services, administration of medications and blood or blood products, and other medical procedures ("Services") by the company listed above and any agent or entity acting on behalf of that company (collectively, "Provider"), as deemed appropriate by Provider's medical personnel. I understand that medical care is not an exact science and no guarantees have been made regarding the outcome of treatment.

RELEASE OF INFORMATION. I authorize Provider and any other holder of information about me to disclose all or any part of my medical record or other information needed to determine my eligibility for benefits or the amount of benefits payable for Services rendered by Provider, now or in the future, to any financially responsible party, including but not limited to: the Centers for Medicare and Medicaid (CMS), Medicaid, their intermediaries or carriers, Worker's Compensation carriers, health or liability insurers, or any other insurance organization or billing agent (collectively, "Insurer"). I authorize any holder of medical and billing information about me to release to Provider or any Insurer any information necessary for billing and payment purposes. I consent to the use of a copy of this authorization in lieu of the original.

ASSIGNMENT OF BENEFITS & LIEB. I request and authorize direct payment to Provider of any Medicare and other insurance benefits payable to me or on my behalf for Services rendered by Provider, now or in the future, and I assign to Provider in its election all of my rights and interest in all such insurance benefits or proceeds, including but not limited to the right to appeal any denial of benefits or to file any lawfully authorized lien necessary to secure payment from any third party or a third party's insurer. I further intend for this assignment and here to create a secured interest under the applicable Uniform Commercial Code. Accordingly, I hereby grant to the Provider a primary, non-contingent secured interest in all proceeds to the extent permitted by law for the purpose of securing payment of my charges, which secured interest shall attach and also be automatically perfected effective as of the date and time that my condition first worsens. I further authorize Provider to file the form(s) normally filed with the secretary of state or other governmental agency relating to such secured interests, and to make such filings in all relevant jurisdictions as Provider sees fit in its sole discretion. I expressly authorize Provider to contact me, my guardian or responsible party at any phone number provided, including my cellular phone number, for the purpose of resolving unpaid balances or other pertinent issues. I also authorize Provider to obtain a credit report to assist in the collection of my unpaid balances or for any other purpose. I agree that once payment in full has been received in satisfaction of all outstanding charges to the full extent permitted by law or contract, such secured interest shall be removed or unperfected solely upon my written request sent through the U.S. Postal Service Certified Mail. Consistent with these terms, I hereby direct my and all Payers, to pay the proceeds directly to, immediately to, and exclusively to, the account of, Provider to the extent of the billed charges. I understand and agree to immediately report all payments received from insurance for the Services and will cooperate with Provider in collecting any such payments. This assignment shall not obligate Provider to file any appeal or perfect any lien, and nothing herein shall relieve me from direct financial responsibility for any charges not paid by an insurer.

FINANCIAL RESPONSIBILITY. I acknowledge that many insurers will only pay for services that they determine to be medically necessary and that most other coverage requirements. For example, some insurers require prior authorization for certain services. If my insurer determines that the Services, or any part of them, are not medically necessary or fail to meet other coverage requirements, the insurer may deny payment for those Services. Notwithstanding any other provision herein, I agree that if my insurer denies all or any part of Provider's charges for any reason, or if I have no insurance, I will be personally and fully responsible for payment of Provider's charges. Should my account be referred to an attorney or collection agency, I agree to pay all actual attorneys' fees and collection expenses. This Authorization and Consent form contains the agreement in full. Any revisions, amendments, handwritten language or other changes to the typewritten text cannot be made except by another formally signed agreement. Any such modifications without a mutually signed agreement are null and void and non-enforceable.

The undersigned certifies that he/she has read the foregoing, and is the patient, the patient's legal representative or is duly authorized by the patient as the patient's agent to execute this Authorization and Consent form and to accept its terms, except as noted below.

SECTION II

Mark the Appropriate Box and Sign Below:

Signer below is the: Patient Authorized Representative (see back for definition) Crew Member (NO Representative was available or willing to sign)

If signers is "Authorized Representative" or "Crew Member" **FINANCIAL OBLIGATIONS** are placed upon the signer. **UNLESS SIGNER IS SPOUSE, PARENT OF MINOR CHILD, OR GRANDPARENT OF PATIENT OR ATTORNEY FOR PATIENT.**

Signature: [Signature] Date: 11/19/13

Witness Signature (if patient signs with an "X")

SECTION III

If Authorized Representative, identify relationship to the Patient (see back for definition):

A. Legal Guardian B. Disruptor of Government Benefits for patient C. Disruptor of patient responsible for patient's debts D. Agency Rep that provided service to patient

Patient unable to sign (check box, if appropriate and explain below):

Inebriated

SPECIFIC MEDICAL, MENTAL, or LEGAL (e.g. editor or prisoner) REASON PATIENT UNABLE TO SIGN

SECTION IV

RECEIVING FACILITY ACKNOWLEDGMENT

FACILITY NAME: Integris Baptist CITY: Oklahoma City ST: OK
REPRESENTATIVE SIGNATURE: [Signature] TITLE/CREDENTIAL: RN
PRINTED NAME OF SIGNER: Bethany Williams RN DATE: 11/19/13 TIME: 2225

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado

RICHARD DEQUASIE et al.

Plaintiff(s)

v.

AIR METHODS CORPORATION and ROCKY MOUNTAIN HOLDINGS, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Air Methods Corporation
c/o C T CORPORATION SYSTEM
1675 Broadway Ste 1200
Denver, CO 80202

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael D. Plachy, Esq.
Abby C. Harder, Esq.
1200 Seventeenth Street, Suite 3000
Denver, CO 80202-5835
Tel.: (303) 623.9000
Fax: (303) 623.9222

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

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AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of Colorado

RICHARD DEQUASIE et al.

Plaintiff(s)

v.

AIR METHODS CORPORATION and ROCKY MOUNTAIN HOLDINGS, LLC

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Rocky Mountain Holdings, LLC
c/o THE CORPORATION TRUST COMPANY
1209 ORANGE ST
WILMINGTON, DE 19801

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Michael D. Plachy, Esq.
Abby C. Harder, Esq.
1200 Seventeenth Street, Suite 3000
Denver, CO 80202-5835
Tel.: (303) 623.9000
Fax: (303) 623.9222

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

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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

Richard Dequasie et al.

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Lewis Roca Rothgerber Christie, LLP
1200 17th St., Suite 3000, Denver, CO 80202

DEFENDANTS

Air Methods Corporation and Rocky Mountain Holdings, LLC

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

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

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 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)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	FEDERAL TAX SUITS	
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	
			LABOR	
			<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	
			IMMIGRATION	
			<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	

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. § 2201; U.S. Const. amend. VII

Brief description of cause:

Class action seeking civil damages, declaratory and injunctive relief for breach of contract.

AP Docket

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 Hon. R. Brooke Jackson

DOCKET NUMBER 1:16-cv-02723-RBJ

DATE

07/05/2019

SIGNATURE OF ATTORNEY OF RECORD

s/ Abby C. Harder

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Air Methods, Collection Firm Sued Over Allegedly Undisclosed, 'Excessive' Air Transport Pricing](#)
