

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
(Gainesville Division)**

RICHARD STOUT and JENNIE STOUT,
his wife, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

Case No.

MED-TRANS CORPORATION, a North
Dakota corporation; MED-TRANS CORP. LLC,
a North Dakota limited liability company;
MED-TRANS, A NORTH DAKOTA CORPORATION,
a foreign corporation; AIR MEDICAL GROUP
HOLDINGS, INC., a Delaware corporation; and
AIR MEDICAL GROUP HOLDINGS, LLC, a
Delaware limited liability company,

Defendants.

CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiffs, RICHARD STOUT and JENNIE STOUT, through their undersigned counsel, bring this action individually and on behalf of all others similarly situated (the Class), and allege as and for their Class Action Complaint against Defendants, MED-TRANS CORPORATION; MED-TRANS CORP., LLC; MED-TRANS, A NORTH DAKOTA CORPORATION; AIR MEDICAL GROUP HOLDINGS, INC.; and AIR MEDICAL GROUP HOLDINGS, LLC,

(hereafter “Defendants”), upon personal knowledge as to themselves and their own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigation made by their attorneys, as follows:

INTRODUCTION

1. Plaintiffs bring this proposed class action on behalf of themselves and all other similarly situated patients transported by Defendants to hospitals throughout and within the State of Florida. For patients like Plaintiffs’ minor daughter, first responders or other emergency personnel determine whether a patient needs emergency helicopter transport to the hospital. As such, no written contract is established between the patients and the Defendants.

2. Instead of charging patients a uniform, customary, and reasonable rate, Defendants charge outrageous prices that bear no reasonable relationship to the services rendered or what is customarily charged for the services. On information and belief, these prices and charges are generally, many times, up to 300% higher than what other emergency helicopter transport companies charge for the same service.

3. By forcing this pricing scheme upon Plaintiffs and the proposed class without disclosing their prices and without any regard to any health insurance payor, managed care payor, or governmental payor, Defendants breached their contracts with Plaintiffs and the Proposed Class, breached their duty to charge

reasonable rates for services, breached the covenant of good faith and fair dealing, and/or were unjustly enriched at the expense of the Plaintiffs and the Proposed Class.

4. In this action, Plaintiffs, on behalf of themselves and the Proposed Class, seek to enjoin Defendants from charging and/or attempting to collect anything above the reasonable rate for services rendered.

5. Defendants purposefully conceal their pricing structure by failing to enter into preferred provider contracts with managed care companies and require patients to pay the bill in full, regardless of what Defendants recover from Plaintiffs and the Proposed Class' insurance companies.

6. Defendants do not negotiate rates with patients and, instead, impose excessive charges that bear no reasonable relationship to the cost of the services rendered.

7. The decision by Defendants to charge outrageous prices is not supported by any rational pricing analysis. Instead, the indefensible prices Defendants charged Plaintiffs and the Proposed Class are the result of Defendants' predatory policy of imposing an inflated pricing scheme on those who were not informed of Defendants' outrageous pricing and who have no ability to negotiate.

PARTIES

8. Plaintiffs RICHARD STOUT and JENNIE STOUT are adult individuals who reside in Ocala, Florida.

9. Defendant MED-TRANS CORPORATION is incorporated under the laws of North Dakota with its principle place of business located at 209 State Highway 121 Bypass, Suite 21, Lewisville, Texas 75067 and with a registered agent address of CT Corporation System, 1200 S Pine Island Road, Plantation, Florida 33324.

10. Upon information and belief, Defendant MED-TRANS CORP. LLC, is incorporated under the laws of North Dakota with its principle place of business located at 209 State Highway 121 Bypass, Suite 21, Lewisville, Texas 75067 and with a registered office at PO Box 708, West Plains, Missouri 65775.

11. Defendant MED-TRANS, A NORTH DAKOTA CORPORATION is incorporated under the laws of North Dakota with its principle place of business located at 209 State Highway 121 Bypass, Suite 21, Lewisville, Texas 75067 and with a registered agent address of CT Corporation System, 1200 S Pine Island Road, Plantation, Florida 33324.

12. Defendant AIR MEDICAL GROUP HOLDINGS, INC. is corporation organized under the laws of Delaware with a principle place of business at 209 Highway 121 Bypass, Suite 21, Lewisville, Texas 75067 and with a registered

agent of The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. On information and belief, Defendant Air Medical Group Holdings, Inc. is a holding company that owns Med-Trans Corporation.

13. Defendant AIR MEDICAL GROUP HOLDINGS, LLC, is a corporation organized under the laws of Delaware with a principal place of business at 209 Highway 121 Bypass, Suite 21, Lewisville, Texas 75067 and with a registered agent of The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. On information and belief, Defendant Air Medical Group Holdings, Inc. is a holding company that owns Med-Trans Corporation.

JURISDICTION AND VENUE

14. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(d)(2). The matter in controversy, exclusive of interest and costs, exceeds the sum or value of five million dollars (\$5,000,000.00) and is a class action in which Plaintiffs and members of the Class are citizens of states different from Defendants.

15. This Court has personal jurisdiction over Defendants because they are authorized to do business and are conducting business throughout the United States, including Florida; they have sufficient minimum contacts with

the various states of the United States, including Florida; and/or sufficiently avail themselves of the markets of the various states of the United States, including Florida, to render the exercise of jurisdiction by this Court permissible.

16. Venue is proper in this district under 28 U.S.C. § 1391(b)(2) because a substantial part of the events and omissions giving rise to this claim occurred in this District, Defendants conduct business in this district, and are subject to personal jurisdiction in this District.

17. Venue is also proper because: (a) Defendants are authorized to conduct business in this District and have intentionally availed themselves 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.

OVERVIEW

18. On May 6, 2013, Plaintiffs' minor daughter suffered burns from an accident. Defendants transported Plaintiffs' daughter from a helicopter-accessible field near their home in Ocala, Florida to Shands Medical Center in Gainesville, Florida – which was a total distance of 37 loaded helicopter miles.

19. No price or expenses were discussed prior to Plaintiffs' minor daughter being transported by Defendants.

20. Following the transport, Defendants billed Plaintiffs a total of \$24,361.16 and itemized this charge as \$17,500.00 for the Helicopter Base Rate,

along with an additional \$6,845.00 for 37 miles of transport. It is believed, and therefore averred, that Defendants charged Plaintiff over 300% more than the customary charge for the service provided. *See*, January 3, 2014 Invoice attached hereto as **“Exhibit A.”**

21. It is believed, and therefore averred, that the amount sought by Defendants grossly exceeds the “uniform, customary, and reasonable amount” typically charged for like transport. Moreover, the amount charged does not represent the reasonable value of services rendered and is grossly excessive.

22. At all times relevant to this litigation, Plaintiffs lacked knowledge of the outrageous and unconventional rates charged by Defendants for medical transport service.

23. The price in Defendants’ invoice was not disclosed to Plaintiffs prior to Defendants’ transportation of Plaintiffs’ minor daughter.

24. Defendants’ services have a fair market value. Where Defendants seek to recover more than the fair market value of their services, Defendants act in bad faith by imposing contracts of adhesion on Plaintiffs and the Proposed Class. Defendants should not be able to recover more from Plaintiffs and the Proposed Class than the fair market value of their services where Plaintiffs and the Proposed Class have no meaningful choice about entering into the transaction/contract.

CLASS ACTION ALLEGATIONS

25. This action is brought and may be maintained as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure on behalf of Plaintiffs and all others similarly situated. The proposed Class is defined as follows:

All individuals who have received emergency medical transport by Defendants from a location in Florida to a location in Florida during the period of four (4) years prior to the commencement of this action.

Excluded from the Class are Defendants, any entity in which Defendants have a controlling interest or which have a controlling interest of Defendants, 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.

26. Plaintiffs reserve the right to redefine the Class prior to class certification.

27. The members of the proposed Class are so numerous that joinder of all members is impracticable.

28. 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 Class consists of thousands of Class members.

29. Common questions of law and fact affect the right of each Class member and a common relief by way of damages is sought for Plaintiffs and Class members.

30. The harm that Defendants caused or could cause is substantially uniform with respect to Class members. Common questions of law and fact that affect the Class members include, but are not limited to:

A. Whether the provision of medical transport by Defendants to Plaintiffs and the Members of the Proposed Class in the absence of a written agreement created an implied contract between Defendants and Plaintiffs and Defendants and Members of the Proposed Class;

B. Whether Plaintiffs and Members of the Proposed Class were charged prices for services rendered throughout the State of Florida that violated implied contracts between Defendants and Plaintiffs and Defendants and the Members of the Proposed Class;

C. Whether Plaintiffs and Members of the Proposed Class were charged prices by Defendants throughout the State of Florida that were so high as to be unreasonable and unconscionable;

D. Whether Defendants have been unjustly enriched by charging Plaintiffs and Members of the Proposed Class unreasonably high rates for services and materials;

E. Whether Defendants breached a contractual relationship with Plaintiffs and Members of the Proposed Class, including breach of the covenant of good faith and fair dealing, by charging Members of the Proposed Class unreasonable prices for transport services;

F. Whether Plaintiffs and Members of the Proposed Class are entitled to restitution of overcharges collected by Defendants;

G. Whether Plaintiffs and the Members of the Proposed Class sustained damages as a result of Defendants' breach of contract or implied contract by charging an unreasonable rate;

H. Whether the Court should grant injunctive relief to Members of the Proposed Class to prevent the continuation of the foregoing acts and conduct of Defendants; and

I. Whether Plaintiffs and other Members of the Proposed Class are entitled to punitive damages for Defendants' unlawful conduct.

31. The claims and defenses of the named Plaintiffs are typical of the claims and defenses of the Class. Plaintiffs' minor daughter and all members of the class have received emergency medical transport by Defendants. Instead of charging patients a uniform, customary, and reasonable rate, Defendants charged outrageous prices with no reasonable relationship to the services rendered or what is customarily charged for the services. The named Plaintiffs and the Class have been damaged by Defendants' conduct in that these prices and charges are generally many times, up to 300%, higher than what other emergency helicopter transport companies charge for the same service. As such, Plaintiffs and the Proposed Class were charged many times above the fair market rate for Defendants' services.

32. The named Plaintiffs will fairly and adequately assert and protect the interests of the Proposed Class. Specifically, they have hired attorneys who are experienced in prosecuting class action claims and will adequately represent the interests of the Proposed Class and they have no conflict of interest that will interfere with the maintenance of this class action.

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

a. The common questions of law and fact set forth herein predominate over any questions affecting only individual class members;

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

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

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

e. 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

f. The claims of the individual Class members are small in relation to the expenses of litigation, making a Class action the only procedure in which class members can, as a practical matter, recover. However, the claims of individual Class members are large enough to justify the expense and effort in maintaining a class action.

CAUSES OF ACTION

COUNT I

(Breach of Implied Contract)

34. Plaintiffs and the Proposed Class incorporate the preceding and succeeding paragraphs as though set forth herein at length.

35. Defendants conferred a benefit on Plaintiffs and the Proposed Class members. Defendants arrived during emergency situations to transport Plaintiffs'

minor daughter and members of the Proposed Class. Defendants' arrival and willingness to provide a service constitutes an offer.

36. Plaintiffs and members of the Proposed Class have knowledge of the benefit Defendants bestowed upon them, namely emergently transporting patients.

37. Plaintiffs and members of the Proposed Class accepted Defendants' offer and benefit when they entrusted Defendants to emergently transport the patients.

38. No communications prior to Defendants' transportation of the subject patients involved the price Defendants would charge for their services.

39. The circumstances are such that Defendants are only entitled to the fair market value for their services.

40. Defendants breached these implied contracts by demanding outrageously excessive payments for the benefits Defendants conveyed.

41. Prior to the receipt of Defendants' services, no negotiation of contract terms took place and neither Plaintiffs nor Proposed Class members and Defendants entered into either a written or oral agreement on the price Defendants would charge for medical transport services.

42. Prior to sending Plaintiffs and members of the Proposed Class a bill, Defendants never disclosed the rates it charged for its services. As these agreements contained an undefined price term, they constituted a contract implied

in fact and Defendants were obligated to charge the fair and reasonable value of the services and materials they provided to Plaintiffs and each member of the Proposed Class.

43. Instead of charging Plaintiffs and members of the Proposed Class the fair and reasonable value of their services and materials, Defendants breached the contracts implied in fact, including the implied covenant of good faith and fair dealing, by charging inflated prices that bear no reasonable relationship to the services rendered.

44. By any measure, the prices Defendants charged Plaintiffs and the members of the Proposed Class for their services were unreasonable. These prices far exceed the amounts paid by third-party payors, including the “uniform, customary, and reasonable” amount paid by health insurance companies and the amount paid by Medicare and Medicaid for the same services.

45. As a result of Defendants’ breach of the implied contracts, Plaintiffs and members of the Proposed Class have incurred damages in the amount of charges levied by Defendants that exceed the reasonable and customary rate.

COUNT II
(Unjust Enrichment)

46. Plaintiffs and the Proposed Class incorporate the preceding and succeeding paragraphs as though set forth herein at length.

47. Defendants have charged, sought and/or received fees from Plaintiffs and the Proposed Class well above and beyond those they are entitled to receive.

48. Plaintiffs and members of the Proposed Class conferred the benefit to the Defendants under misapprehension of a right or duty. The Defendants obtained these payments by fraud, coercion, or abuse of a confidential relationship. The Court cannot equitably and in good conscience allow the Defendants to be thusly enriched at the expense of Plaintiffs and the members of the Proposed Class.

49. Wherefore, Plaintiffs demand judgment for themselves and all others similarly situated for compensatory damages, punitive damages, attorneys' fees, costs of court, reimbursement of reasonable expenses, and any other legal or equitable remedy the Court deems just.

COUNT III
(Declaratory and Injunctive Relief)

50. Plaintiffs and the Proposed Class incorporate the preceding and succeeding paragraphs as though set forth herein at length.

51. Alternatively, Plaintiffs seeks injunctive and declaratory relief for the purpose of determining questions of actual controversy between the Plaintiffs and members of the Proposed Class and Defendants.

52. Defendants have acted in a uniform manner in not disclosing their outrageous prices to Plaintiffs and the Proposed Class members before rendering their services.

53. Defendants have acted or refused to act on grounds that apply generally to the declaratory relief of Plaintiffs and the Proposed Class members, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Proposed Class as a whole within the meaning of Fed. R. Civ. P. 23.

54. Plaintiffs seek declarations to determine the rights of the Proposed Class members and to enjoin Defendants from further engaging in a pattern of activity whereby they uniformly charge an unreasonable rate for transport services throughout the State of Florida.

55. Plaintiffs and members of the Proposed Class further seek a prospective order from the Court requiring Defendants to: (1) cease the charging of unreasonable rates to patients; and (2) to cease Defendants' attempts to collect outstanding bills beyond what are reasonable charges from Plaintiffs and the members of the Proposed Class.

56. The implied contracts between Plaintiffs and the members of the Proposed Class and Defendants do not contain a defined price term which is necessary to the formation of an enforceable contract. As such, Plaintiffs seek an order from the Court that the purported bills submitted by Defendants to Plaintiffs and the members of the Proposed Class are unenforceable contracts because of the lack of mutuality.

57. In the absence of an enforceable contract, Defendants are entitled to receive the fair and reasonable value of the benefits bestowed upon Plaintiffs and members of the Proposed Class. The charges billed by Defendants to Plaintiffs and members of the Proposed Class greatly exceeded the reasonable value of the benefit bestowed. As a result, Defendants have been unjustly enriched by the overcharges they have levied against Plaintiffs and members of the Proposed Class through the improper and/or illegal acts alleged in this Complaint.

58. Plaintiffs and members of the Proposed Class seek the disgorgement of Defendants' illicit profits, and restitution in the amount of excess charges levied by Defendants and other relief as set forth in the prayer below.

59. As a result of Defendants' improper and unconscionable charging practices as described above, Plaintiffs and all members of the Proposed Class have suffered, and will continue to suffer, irreparable harm and injury.

60. Accordingly, Plaintiffs and Members of the Proposed Class respectfully ask the Court to enter a permanent injunction ordering Defendants to cease and desist their practice of charging Plaintiffs and the members of the Proposed Class unconscionable and/or unreasonable prices for their services as set forth above, at rates far in excess of rates that are uniform, customary, and reasonable.

PRAYER FOR RELIEF

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

- a) Certifying the proposed Class (and subclasses, if applicable), designating Plaintiffs as the class representatives, and designating the undersigned as class counsel;
- b) Entering judgment in favor of Plaintiffs and the Class and against Defendants;
- c) Awarding Plaintiffs and Class Members their individual damages, including interest thereon;
- d) Awarding Plaintiffs all costs and disbursements, including attorneys' fees, experts' fees, and other class action related expenses;
- e) Awarding all actual, general, special, incidental, statutory, treble, punitive, attorneys' fees, interest, costs and consequential damages to which Plaintiffs and Class Members are entitled;
- f) Imposing a constructive trust, where appropriate, on amounts wrongfully collected from Plaintiffs and the Class Members pending resolution of their claims herein;
- g) Issuing appropriate declaratory and injunctive relief to declare the rights of Plaintiffs and the Class Members; and
- h) Granting such further relief as the Court deems just.

[CONTINUED ON NEXT PAGE]



P.O. Box 708
West Plains, MO 65775

Return Service Requested

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

online quickly & securely
<https://portal.amgh.us/mtc>

SP1
Jennie M. Stout
PRIVILEGED



Call #: PRIVIL 861A-
DOS: 05/06/2013
Pt. Name: Ashlyn Stout

Date Printed: 01/03/2014

<u>DESCRIPTION OF CHARGES</u>	<u>HCPC</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Base Rate	A0431	1.0	17500.00	17500.00
Loaded Miles	A0436	37.0	185.00	6845.00
All Other Charges				16.16
Total Charges				\$24,361.16

<u>LAST PAYMENTS/CREDITS RECEIVED</u>	<u>CHECK #</u>	<u>PAYMENT DATE</u>	<u>AMOUNT</u>
Insurance Payment	600347444	06/29/2013	5671.17

Total Credits \$5,671.17

Balance => **\$18,689.99**

Contact your Self Pay Advocate at 1-866-234-8201

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

Call Number: PRIVIL 861A TOTAL CHARGE: \$24,361.16 Patient Name: Ashlyn M. Stout

Current Balance: \$18,689.99
Amount Enclosed \$ _____

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

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

RETURN TO: Med-Trans Corporation PO Box 708 West Plains, MO 65775

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

UNITED STATES DISTRICT COURT

for the

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MED-TRANS CORPORATION; MED-TRANS CORP., LLC; MED-TRANS, A NORTH DAKOTA CORPORATION; AIR MEDICAL GROUP HOLDINGS, INC. and AIR MEDICAL GROUP HOLDI

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) MED-TRANS CORPORATION CT Corporation System, its Registered Agent 1200 S Pine Island Road Plantation, Florida 33324

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:

WILLIAM J. CORNWELL, ESQ. and SETH A. KOLTON, ESQ. Weiss, Handler & Cornwell, PA One Boca Place, Suite 218-A 2255 Glades Road Boca Raton, Florida 33431

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:

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for the

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209 State Highway 121 Bypass
Suite 21
Lewisville, Texas 75067

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WILLIAM J. CORNWELL, ESQ. and SETH A. KOLTON, ESQ.
Weiss, Handler & Cornwell, PA
One Boca Place, Suite 218-A
2255 Glades Road
Boca Raton, Florida 33431

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Signature of Clerk or Deputy Clerk

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_____, 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
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_____ on *(date)* _____; or

I returned the summons unexecuted because _____; or

Other *(specify)*:

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WILLIAM J. CORNWELL, ESQ. and SETH A. KOLTON, ESQ. Weiss, Handler & Cornwell, PA One Boca Place, Suite 218-A 2255 Glades Road Boca Raton, Florida 33431

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on *(date)* _____ , and mailed a copy to the individual's last known address; or

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Defendant(s)

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To: (Defendant's name and address) AIR MEDICAL GROUP HOLDINGS, INC. The Corporation Trust Company, its Registered Agent Corporation Trust Center 1209 Orange Street Wilmington, Delaware 19801

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v.

MED-TRANS CORPORATION; MED-TRANS CORP., LLC; MED-TRANS, A NORTH DAKOTA CORPORATION; AIR MEDICAL GROUP HOLDINGS, INC. and AIR MEDICAL GROUP HOLDI

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) AIR MEDICAL GROUP HOLDINGS, LLC
The Corporation Trust Company, its Registered Agent
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 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:

WILLIAM J. CORNWELL, ESQ. and SETH A. KOLTON, ESQ.
Weiss, Handler & Cornwell, PA
One Boca Place, Suite 218-A
2255 Glades Road
Boca Raton, Florida 33431

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:

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Med-Trans Corporation Hit with Suit Over 'Outrageous' Transport Prices](#)
