UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

GUARDIAN FLIGHT, LLC,	§	
	§	
Plaintiff,	§	
VS.	§	**Civil Action No. 4:22-cv-03805**
	§	
AETNA HEALTH, INC., and MEDICAL EVALUATORS OF TEXAS ASO, LLC,	§	
	§	
	§	
Defendants.	§	

AETNA HEALTH INC.'S MOTION TO DISMISS PLAINTIFF'S ORIGINAL COMPLAINT AS MOOT

Aetna[1] moves to dismiss Guardian Flight's original complaint (Dkt. 1) as moot.[2]

I. SUMMARY OF THE ARGUMENT

As the Court is well aware by now, this case concerns a dispute over the Independent Dispute Resolution (IDR) award for an air-ambulance flight that took place on February 18, 2022. On April 20, 2023, Aetna submitted a letter to the Court in which it urged that this matter is moot because Aetna advised Guardian Flight that it intended to pay Guardian Flight $24,776.67, which represents the difference between the IDR award ($31,965.53) and the amount Guardian Flight submitted during the IDR process as its proposed out-of-network rate ($56,742.20). Given the relatively modest difference between the two numbers, Aetna's aim was to conserve the parties' and Court's resources.

[1] Guardian Flight's complaint names "Aetna Health, Inc." as a defendant. The Aetna entity that administered the health plan at issue is Aetna Life Insurance Company.

[2] Aetna has a separate motion to dismiss for lack of jurisdiction and failure to state a claim upon which relief may be granted currently pending. *See* Dkt. 12.

The logic behind the amount that Aetna advised it would pay was simple—IDR arbitration is "baseball style," meaning the "provider and insurer each submits a proposed payment amount and explanation to the arbitrator," and the arbitrator "must select one of the two proposed payment amounts." *Tex. Med. Ass'n v. United States HHS*, 587 F. Supp. 3d 528, 534 (E.D. Tex. 2022). Thus, even if the Court did vacate the underlying IDR award, Guardian Flight could not submit a *higher* out-of-network rate. Apparently, Aetna was mistaken because, in response to its letter, Guardian Flight took the position that it was free to submit a higher out-of-network rate during the IDR process should the Court vacate the underlying IDR award:

> Aetna's assertion that Guardian's IDR offer is "locked in" is simply wrong. There is no basis for Aetna's claim that Guardian "would submit the same proposed out-of-network rate' that 'it did on the first go-round." That is why Guardian, in the Complaint, specifically seeks a declaration that it can revise its offer in light of Aetna's wrongdoing. As explained in the Complaint, Guardian's prior submission was hamstrung by Aetna's violation of the NSA.[3]

While Aetna wholeheartedly disagrees with Guardian Flight's logic, it will nonetheless presume that Guardian Flight could, in theory, increase its out-of-network rate on the second go-round. That is, were this Court to vacate the IDR award and order the dispute resubmitted to the IDR process, Guardian Flight could argue to the IDR entity that a different, higher amount is the appropriate out-of-network rate. But this begs the question: How high can Guardian Flight raise its proposed out-of-network rate? Because *that* number would represent the cap on Guardian Flight's conceivable damages.

The only logical—and frankly honest—answer to that question is the initial amount Guardian Flight billed Aetna for the February 18 air-ambulance transport: **$68,534.00**. *See* Dkt. 19-2 (Aetna's Explanation of Benefits, demonstrating that Guardian Flight initially billed

[3] Dkt. 37 at 2 (internal citations omitted).

$68,534.00 for the February 18 air-ambulance flight). It is inconceivable that Guardian Flight could hope to recover a penny more than the amount it initially billed Aetna, as those rates represent—at least from Guardian Flight's perspective—the unadulterated cost of healthcare services provided on February 18 (i.e., no reductions, discounts, write-offs, etc.).[4] Indeed, aside from outright fraud, there is no viable scenario where Guardian Flight could demand more than $68,534.00.

Guardian Flight can claim all it wants that it "does not seek damages" in this case. Dkt. 37 at 2. But the fact remains, if Aetna were to pay the full amount Guardian Flight initially billed Aetna, there would be no controversy between the parties. That is, even if the Court were to vacate the IDR award and order that the case be resubmitted to arbitration under the IDR process, there would be no payment dispute to resolve; Guardian Flight has been made entirely whole.

So, with that said, on May 8, 2023, Aetna delivered Guardian Flight's counsel a check

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[4] The NSA spells out the information an IDR entity must consider when considering the appropriate amount for air-ambulance flights, and none of those factors could possibly cause Guardian Flight's proposed out-of-network rate to increase:

> (I) the quality and outcomes measurements of the provider that furnished the services;
>
> (II) the acuity of the individual receiving the services or the complexity of furnishing such services to such individual;
>
> (III) the training, experience, and quality of the medical personnel that furnished the services;
>
> (IV) ambulance vehicle type, including the clinical capability level of such vehicle;
>
> (V) population density of the pick-up location (such as urban, suburban, rural, or frontier); and
>
> (VI) demonstrations of good faith efforts (or lack of good faith efforts) made by the nonparticipating provider or the plan or issuer to enter into network agreements and, if applicable, contracted rates between the provider and the plan or issuer, as applicable, during the previous 4 plan years.

42 U.S.C. § 300gg-112(b)(5)(C)(ii).

payable to Guardian Flight in the amount of $36,568.47. *See* Aetna's May 5 Letter (including proof of payment and delivery on May 8), attached as **Exhibit 1**. This represents the difference between what Guardian Flight initially billed Aetna for the February 18 air-ambulance flight ($68,534.00) and the amount Aetna paid Guardian Flight per the IDR award ($31,965.53). While Aetna still firmly believes that Guardian Flight has failed to state a claim, given the relatively modest difference between the IDR award and Guardian Flight's initial payment demand, Aetna sees no reason to continue litigating this dispute and is simply trying to conserve the parties' and Court's resources.

Given Guardian Flight's complete recovery, this case is now moot, and any judgment the Court might theoretically issue would be an impermissible advisory opinion. Accordingly, Aetna respectfully requests the Court dismiss this case with prejudice as moot.

II. LEGAL STANDARD

Federal Rule of Civil Procedure 12(b)(1) provides that a case should be dismissed if the court does not possess subject matter jurisdiction. Subject matter jurisdiction fails if the plaintiff lacks Article III standing. *See Bender v. Williamsport Area Sch. Dist.*, 475 U.S. 534, 541–42 (1986). Therefore, when a plaintiff lacks standing to sue in federal court, it is appropriate to dismiss the action pursuant to Rule 12(b)(1) for want of subject matter jurisdiction. *See Harold H. Huggins Realty, Inc. v. FNC, Inc.*, 634 F.3d 787, 795 n.2 (5th Cir. 2011).

Standing presents a "threshold jurisdictional question" in any suit filed in federal district court. *Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 102 (1998). The requirement that a party have standing to bring suit flows from Article III of the Constitution, which limits the scope of federal judicial power to the adjudication of "cases" or "controversies." U.S. CONST. art. III, § 2. To establish standing, a plaintiff must show that: (1) she suffered an "injury in fact"; (2) the injury is "fairly traceable" to the challenged conduct; and (3) the injury is "likely to be redressed

by a favorable judicial decision." *Spokeo, Inc. v. Robins*, 136 S. Ct. 1540, 1547 (2016). As the party invoking federal jurisdiction, the plaintiff bears the burden on each of these elements. *Id*.

III. ARGUMENT AND AUTHORITIES

A. Aetna's payment moots this dispute.

Under Article III of the Constitution, courts "may only adjudicate actual, ongoing controversies." *Shemwell v. City of McKinney*, 63 F.4th 480, 483 (5th Cir. 2023). "Accordingly, whether a case or controversy remains live throughout litigation is a jurisdictional matter." *Id.* While standing is determined at the time suit is filed, mootness is determined by events that occur during the litigation. *See Pool v. City of Hous.*, 978 F.3d 307, 313 (5th Cir. 2020)). "If an intervening circumstance deprives the plaintiff of a personal stake in the outcome of the lawsuit, at any point during litigation, the action can no longer proceed and must be dismissed as moot." *Genesis HealthCare Corp. v. Symczyk*, 569 U.S. 66, 72 (2013) (quotation omitted). In other words, "if a plaintiff's stake in a lawsuit falls away, so too does [the court's] subject-matter jurisdiction." *Shemwell*, 63 F.4th at 483.

Here, the intervening circumstance that deprives the Court of subject-matter jurisdiction is Aetna's payment of $36,568.47, which represents the difference between the amount Aetna (and the member)[5] has already paid ($31,965.53) and the amount Guardian Flight sought as **complete relief** when it first billed Aetna for the air-ambulance transport ($68,534.00). Under the NSA, there is no additional relief Guardian Flight can obtain through this litigation. That is, if the IDR award were vacated and the dispute resubmitted to the IDR process, Guardian Flight's proposed out-of-network payment amount could not increase. Multiple federal courts in Texas and elsewhere have

[5] The amount paid prior to the IDR included member co-insurance of $7.47. *See* Dkt. 19-2 at 2.

recognized that such circumstances render a case moot.[6] Given Guardian Flight's complete recovery, any judgment the Court might theoretically issue would be an impermissible advisory opinion. *See Shemwell*, 63 F.4th at 484; *see also City of Erie v. Pap's A.M.*, 529 U.S. 277, 287 (2000) ("In [a moot] case, any opinion as to the legality of the challenged action would be advisory.").

Guardian Flight has argued that Aetna's payment "is nothing more than a settlement offer—one that Guardian [Flight] is not required to accept."[7] But Aetna is not merely "offering" to pay Guardian Flight's claim; Aetna has tendered the full amount to Guardian Flight's counsel.

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[6] *See*, *e.g.*, *Perez v. Ohio Bell Tel. Co.*, 655 F. App'x 404, 410 (6th Cir. 2016) (holding that lawsuit against employer for allegedly discriminating against employees in violation of OSHA was rendered moot by employer's grant of full requested relief to employees); *Christian Coal of Fla., Inc. v. United States*, 662 F.3d 1182, 1190 (11th Cir. 2011) (full payment of requested refund mooted taxpayer's claim); *Pakovich v. Verizon LTD Plan*, 653 F.3d 488, 492 (7th Cir. 2011) (plaintiff's benefit claim became moot when plan paid it in full); *Silk v. Metro. Life Ins. Co.*, 310 F. App'x 138, 139 (9th Cir. 2009) ("We agree with the district court that MetLife's payment of 'own occupation' LTD benefits to Silk moots his claim to such benefits."); *Wilkins v. U.S. Dep't of Treasury*, 2023 WL 2482974, at *3 (W.D. Va. Mar. 13, 2023) ("Because Wilkins has been paid EIP 1 and EIP 2, with interest, he has received complete relief for his claims for those payments. . . . Thus, the claims for a refund for tax year 2020, for the $1,800 total for EIP 1 and EIP 2, are moot."); *Young v. Reliance Standard Life Ins. Co.*, 2022 WL 1105752, at *7 (W.D. Tex. Apr. 13, 2022), ("Because Reliance has agreed to reinstate the Settlement Offset and not apply that offset to Plaintiff's future LTD benefits, Plaintiff's claims for LTD benefits and related claims for declaratory relief are moot. In an ERISA case, a defendant's reinstatement of a plaintiff's benefits renders moot a complaint seeking such benefits."); *Kuntze v. Josh Enterprises, Inc.*, 365 F. Supp. 3d 630, 642 (E.D. Va. 2019) ("[W]hen an individual plaintiff receives complete relief for her claims, the plaintiff no longer has a live case or controversy because there is no additional relief that she can hope to obtain through further litigation."); *Piyapat Ponsurayamas v. Teppo Partners L.P.*, 2016 U.S. Dist. LEXIS 195094, at *7–8 (N.D. Tex. Aug. 10, 2016) (finding plaintiff's receipt of payment in the form of a check mooted his claims because he received complete relief); *Price v. Berman's Auto., Inc.*, 2016 WL 1089417, at *3 (D. Md. Mar. 21, 2016) (stating the court would dismiss the plaintiff's claim as moot if the defendant "reissue[d] an unconditional cashier's check equal to the [requested relief]"); *Leyse v. Lifetime Entm't Servs., LLC*, 2016 WL 1253607, at *2 (S.D.N.Y. Mar. 17, 2016) ("[O]nce the defendant has furnished full relief, there is no basis for the plaintiff to object to the entry of judgment in its favor.").

[7] Dkt. 37 at 1. Notably, Guardian Flight's response to Aetna's initial offer to pay $24,776.67, which represents the difference between the IDR award and the amount Guardian Flight submitted as its proposed out-of-network rate during the IDR process.

Moreover, as explained, Guardian Flight cannot hope to recover a red cent more than the initial amount it billed Aetna for the air-ambulance flight at issue.

In its April 20 letter, Guardian Flight cites two cases as putative support for its argument that it can reject Aetna's unconditional stipulation of full payment on Guardian Flight's claim. First, it is worth noting that Guardian Flight's April 20 letter was in response to Aetna's statement that its offer to pay $24,776.67—which represents the difference between the IDR award and the amount Guardian Flight submitted as its proposed out-of-network rate during the IDR process—which Aetna argued mooted the case. But more importantly, neither case Guardian Flight cites involves anything like the circumstances here.

In *Naranjo v. Nick's Management, Inc.*, an exotic dancer who worked as a "licensee" and "tenant" of a club in exchange for entertainment fees and tips from patrons brought a putative collective action against the club, asserting claims for unpaid wages. *See* --- F. Supp. 3d ---, 2023 WL 416313, at *1–2 (N.D. Tex. Jan. 25, 2023). The defendants sent the plaintiff a check for the wages they would have owed her had she been an employee. *Id.* at *1. "But this money was offered subject to an offset in the amount of the fees and tips [the plaintiff] received under the Licensing Agreement." *Id.* The district court held that the plaintiff's claims were not mooted by the check, in part because "the tendered check was not unconditional, as Defendants demanded the offset." *Id.* at *4. In contrast, Aetna's tender ***is*** unconditional. This makes all the difference. *See id.* (recognizing a distinction "where a defendant is able to somehow unconditionally and irrevocably deliver the full amount to the plaintiff or deposit it with the court").

In Guardian Flight's other case, *A.O. v. El Paso Independent School District*, 368 F. App'x 539, 540 (5th Cir. 2010) (per curiam), a parent, on behalf of her child with special needs, filed a request for a special education due process hearing with the Texas Education Agency. The parent

alleged that the individualized education plan ("IEP") created for the child was deficient and that, because of its deficiencies, the child had been denied her right to free appropriate public education under the Individuals with Disabilities Education Act ("IDEA"). *Id.* Before the due process hearing took place, the school district offered to settle the case. *Id.* The Fifth Circuit held that the settlement offer did not deprive the hearing officer or the district court of subject-matter jurisdiction—in part because the IDEA itself "presumes that a controversy will remain justiciable even though a school district offers full relief in a settlement offer." *Id.* at 541 n.4. The NSA contains no such presumption.

Because Aetna has tendered complete relief for any potential claimed injury, this lawsuit must be dismissed as moot—even if this Court lacks jurisdiction to decide Guardian Flight's claims under the NSA, which is the subject of Aetna's pending motion to dismiss. *See* Dkt. 12.

B. Guardian Flight's Acceptance of Aetna's Payment of $36,568.47 is Immaterial.

This bit of housekeeping merits little discussion. "[B]ecause [Aetna] did actually tender full relief to [Guardian Flight], this Court cannot offer [Guardian Flight] individually any more relief on [its] underlying claim than [Aetna] provided when it tendered the [$36,568.47] check. This dynamic served to moot the case." *Demmler v. ACH Food Companies, Inc.*, 15-13556-LTS, 2016 WL 4703875, at *4 (D. Mass. June 9, 2016) (collecting cases).

C. Guardian Flight's claims for declaratory relief are likewise moot.

Guardian Flight argues this case is not moot because it seeks remedies other than damages. Specifically, Guardian Flight points to paragraph 41 of its complaint, in which it requests:

> [T]he Court vacate the arbitration award at issue and declare that: 1) Aetna made a misrepresentation of fact to MET when it submitted what it represented was its QPA for the claim; 2) Aetna procured the IDR award at issue through misrepresentations and undue means; and 3) by applying an illegal presumption in favor of the QPA, the reviewer at MET revealed evident partiality, committed prejudicial misbehavior, and exceeded its powers, or so imperfectly executed them

> that a mutual, final, and definite award upon the subject matter submitted was not made.[8]

The declaratory relief Guardian Flight seeks concerns a hypothetical rehearing under the NSA's IDR process. *See* Dkt. 1 at 19. For example, Guardian Flight "requests that the Court direct MET to assign a different reviewer to rehear the claim, that the reviewer be informed not to apply the illegal presumption in favor of the QPA, . . . and to assure that Guardian [Flight] receives due process by rendering a reasoned decision in accordance with the requirements of the NSA." Dkt. 1 at 19. However, Aetna's payment fully resolves the parties' payment dispute. That is, Guardian Flight has received 100% of what it originally billed for the services at issue, and there is no longer any alleged injury to Guardian Flight. It goes without saying that a payment *dispute* is a condition precedent to proceeding under the NSA's Independent *Dispute* Resolution process. Thus, the declaratory relief Guardian Flight requests is likewise mooted by Aetna's payment.

"Any decision rendered on the merits of a moot case would be an impermissible advisory opinion." *Bathazi v. United States Dep't of Homeland Sec.*, 667 F. Supp. 2d 1375, 1378 (S.D. Fla. 2009); *see Church of Scientology of Cal. v. United States*, 506 U.S. 9, 12 (1992) ("It has long been settled that a federal court has no authority to give opinions upon moot questions or abstract propositions, or to declare principles or rules of law which cannot affect the matter in issue in the case before it." (quotation omitted)).

Guardian Flight suggests the Court has jurisdiction to issue its requested declarations because they will be "valuable" to Guardian Flight in "future IDR proceedings." Dkt. 37 at 9. Indeed, at the April 21 hearing, Guardian Flight's counsel left no doubt:

> And by the way, when [Guardian] file our IDR proceeding going forward, we can provide any evidence we want that we think is relevant to the IDR entity. We fully intend, when we get our judgment in this case, if we prevail, to include that judgment in every IDR filing going forward to show how Aetna abused the system,

[8] Dkt. 37 at 2 (quoting Compl. (Dkt. 1) at ¶ 41).

> miscalculated their QPA, made misrepresentations to IDR entities. That is what this case is about.

Dkt. 43-1 at 9:1–9:9. This is the very definition of an improper advisory opinion. *See United States v. Juvenile Male,* 564 U.S. 932, 937 (2011) (per curiam) ("True, a favorable decision in this case might serve as a useful precedent for respondent in a hypothetical lawsuit. . . . But this possible, indirect benefit in a future lawsuit cannot save *this* case from mootness."); *Schell v. OXY USA Inc.*, 814 F.3d 1107, 1115–16 (10th Cir. 2016) ("Seeking to litigate this ostensible controversy now over unfiled, potential future damages claims is the very sort of speculative, 'hypothetical' factual scenario that would render such a [declaratory] judgment a prohibited advisory opinion. Concerns over the preclusive effect of an adverse judgment or other matters relating to a hypothetical unfiled suit are not cognizable reasons for continuing litigation that is otherwise moot.").[9]

The declaratory relief Guardian Flight seeks cannot save this lawsuit from being moot; in fact, for the reasons explained above, it is Aetna's position that the declaratory-relief claims themselves are mooted by Aetna's payment.

D. This action does not fall with the scope of the mootness exception for disputes capable of repetition, yet evading review.

Lastly, Guardian Flight argues "this case falls squarely within the bounds of the exception to mootness for the class of controversies capable of repetition, yet evading review." Dkt. 37 at 2. Once again, Guardian Flight is wrong.

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[9] *See also Front Range Equine Rescue v. Vilsack,* 782 F.3d 565, 569 (10th Cir. 2015) ("[W]e are persuaded the contingent possibility that Responsible Transportation might apply for a new grant of equine inspection does not give rise to a current case or controversy, regardless of whether the former grant could have some future influence on the agency's consideration of a hypothetical new request for equine inspection."); *In re Burrell,* 415 F.3d 994, 999 (9th Cir. 2005) ("[The appellant] may not invoke as an exception to the mootness doctrine the specter of continuing legal harm from res judicata or collateral estoppel arising from his mooted claims when such harm is merely hypothetical and speculative."); *Commodity Futures Trading Comm'n v. Bd. of Trade of Chi.,* 701 F.2d 653, 656 (7th Cir. 1983) ("[O]ne can never be certain that findings made in a decision concluding one lawsuit will not some day . . . control the outcome of another suit. But if that were enough to avoid mootness, no case would ever be moot.").

The capable-of-evading-review exception does not apply unless "(1) the challenged action is in its duration too short to be fully litigated prior to cessation or expiration and (2) there is a reasonable expectation that the same complaining party will be subject to the same action again." *Shemwell*, 63 F.4th at 484–85. A plaintiff "must prove both to overcome mootness. If a court finds that plaintiff failed to meet their burden under either prong, it need not address the other." *Id.* (citation omitted). "The repetition/evasion exception is a narrow one, and applies only in exceptional situations." *Lee v. Schmidt-Wenzel*, 766 F.2d 1387, 1390 (9th Cir. 1985).

This is not such an exceptional circumstance. Indeed, the only reason a complaint about an IDR award would "evade review" is because the insurer or administrator has agreed (as Aetna has in this case) to pay the provider's claim in full—i.e., there would be nothing for a court ***to*** review. The repetition/evasion exception is thus irrelevant. *See De Funis v. Odegaard*, 416 U.S. 312, 320 n.5, 94 S. Ct. 1704, 1707 (1974) (explaining that speculative contingencies afford no basis for finding the existence of a continuing controversy between the litigants as required by Article III).

IV. CONCLUSION

The Court need not devote any more time or effort to this case. Guardian Flight cannot receive any relief beyond what Aetna has already tendered, and the Court cannot provide any of the speculative declaratory relief to which Guardian Flight clings for life. Accordingly, Aetna requests that the Court enter judgment dismissing Guardian Flight's complaint as moot.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed electronically on May 8, 2023. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt.

/s/ M. Katherine Strahan
M. Katherine Strahan

EXHIBIT 1

HUNTON
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May 5, 2023

Via Overnight Delivery

Guardian Flight LLC
c/o Adam T. Schramek
Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, TX 78701-4255

Re: Civil Action No. 4:22-cv-03805; *Guardian Flight, LLC v. Aetna Health Inc., et al*; In the United States District Court for the Southern District of Texas

Dear Adam:

Enclosed please find check no. [redacted] in the amount of $36,568.47, which represents Aetna's payment of the full balance of Guardian Flight, LLC's billed charges for the medical claim that is the subject of DISP-32032 and the above-referenced lawsuit, after Aetna's prior payment of $31,958.06 and the Member's co-insurance responsibility of $7.47 are applied.

Aetna makes this payment to avoid further litigation expenses and without waiver of any defenses or admission of any liability. In fact, Aetna expressly denies any liability.

Please note that the check is void after 90 days.

If you have any questions, please let me know.

Very truly yours,

M. Katherine Strahan

Enclosure(s)

FedEx® Tracking

DELIVERED

Monday

5/8/2023 at 8:32 am

Signature release on file
Package delivered to recipient address

Obtain Proof of delivery

DELIVERY STATUS

Delivered

TRACKING ID

397938125554

FROM
Houston, TX US

Label Created
5/5/2023 4:01 PM

PACKAGE RECEIVED BY FEDEX
HOUSTON, TX
5/5/2023 5:58 PM

IN TRANSIT
AUSTIN, TX
5/8/2023 6:51 AM

OUT FOR DELIVERY
AUSTIN, TX
5/8/2023 7:57 AM

DELIVERED
AUSTIN, TX US

Delivered
5/8/2023 at 8:32 AM

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TRACKING NUMBER 397938125554

SHIP DATE 5/5/23

STANDARD TRANSIT 5/8/23 before 10:30 am

ACTUAL DELIVERY 5/8/23 at 8:32 am

Services

SERVICE FedEx Priority Overnight

TERMS Shipper

SPECIAL HANDLING SECTION Deliver Weekday

Package details

WEIGHT 0.5 lbs / 0.23 kgs

TOTAL PIECES 1

TOTAL SHIPMENT WEIGHT 0.5 lbs / 0.23 kgs

PACKAGING FedEx Envelope

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Ascending

TIME ZONE
Local Scan Time