

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**REACH AIR MEDICAL SERVICES
LLC, CALSTAR AIR MEDICAL
SERVICES, LLC, GUARDIAN
FLIGHT LLC, MED-TRANS
CORPORATION, and AIR EVAC
EMS, INC.**

Plaintiffs,

v.

**AETNA HEALTH, INC., AETNA LIFE
INSURANCE COMPANY and AETNA
HEALTH AND LIFE INSURANCE
COMPANY**

Defendants.

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Civil Action No. _____

JURY TRIAL DEMANDED

ORIGINAL COMPLAINT

Plaintiffs REACH Air Medical Services (“REACH”), CALSTAR Air Medical Services, LLC (“CALSTAR”), Guardian Flight LLC (“Guardian”), Med-Trans Corporation (“Med-Trans”), and Air Evac EMS, Inc. (“Air Evac”) (together “Plaintiffs”) file this Original Complaint against Defendants Aetna Health, Inc., Aetna Health and Life Insurance Company, and Aetna Life Insurance Company (collectively “Aetna”) and would respectfully show the Court as follows:

INTRODUCTION

1. Aetna has violated federal law by failing to timely pay over one million (\$1,000,000) dollars in out-of-network payment awards issued to Plaintiff air ambulance providers under the No Surprises Act (“NSA”). Having underpaid each of the dozens of air ambulance claims at issue in this proceeding, Aetna forced Plaintiffs to file Independent Dispute Resolution (“IDR”) proceedings under the NSA to be fairly compensated for the critical air ambulance services provided. After losing those proceedings, Aetna had thirty

(“30”) days under federal law to pay the additional amounts owed. Aetna failed to do so, and now forces Plaintiffs to file this lawsuit to enforce the awards and obtain the payment they are owed for the life-saving transports Plaintiffs provided Aetna members. The IDR process was intended to provide a quick mechanism for providers to get fairly paid. Yet Aetna is ignoring federal law and continuing its pattern of denying, delaying, and underpaying all the way to the courthouse door.

PARTIES

2. Plaintiff REACH Air Medical Services LLC (“REACH”) is a California limited liability company with its principal place of business in California.

3. Plaintiff CALSTAR Air Medical Services, LLC (“CALSTAR”) is a California limited liability company with its principal place of business in California.

4. Plaintiff Guardian Flight, LLC is a Delaware limited liability company with its principal place of business in Texas.

5. Plaintiff Med-Trans Corporation is a North Dakota corporation with its principal place of business in Texas.

6. Plaintiff Air Evac EMS, Inc. is a Missouri corporation with its principal place of business in Missouri.

7. Defendant Aetna Health, Inc. is a Connecticut corporation with its principal place of business in Connecticut. It provides insurance and benefit administration services in states around the country. It is licensed and regulated by various insurance departments, including the Texas Department of Insurance. Aetna Health, Inc. may be served with process through

its registered agent, CT Corporation System, which is located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3140.

8. Defendant Aetna Life Insurance Company is a Connecticut corporation with its principal place of business in Connecticut. It provides insurance and benefit administration services in states around the country. It is licensed and regulated by various insurance departments, including the Texas Department of Insurance. Aetna Life Insurance Company may be served with process through its registered agent, CT Corporation System, which is located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3140.

9. Defendant Aetna Health and Life Insurance Company is a Connecticut corporation with its principal place of business in Connecticut. It provides insurance and benefit administration services in states around the country. It is licensed and regulated by various insurance departments, including the Texas Department of Insurance. Aetna Health and Life Insurance Company may be served with process through its registered agent, CT Corporation System, which is located at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3140.

JURISDICTION AND VENUE

10. This Court has subject-matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331-1332 as all plaintiffs are diverse from all defendants and the amount in controversy exceeds \$75,000. This Court also has subject matter jurisdiction under the NSA, which creates a right to payment of IDR awards within thirty days of issuance. *See* 42 U.S.C. § 300gg-112(b)(6).

11. Venue is proper under 28 U.S.C. § 1391(b) because Defendants reside and transact business in this district and a substantial part of the events giving rise to the claims occurred in this district. This district is the headquarters of IDR entity Medical Evaluators of Texas ASO,

LLC, which issued many of the IDR awards involving Defendants. Additionally, several of the claims at issue concern transports that were provided in Texas.

FACTUAL BACKGROUND

12. The air ambulance industry plays an integral role in the American healthcare system. Air ambulances often serve as the only lifeline connecting critically ill and injured patients to healthcare, particularly in rural areas. They transport trauma, stroke, heart attack, and burn patients and other emergent cases requiring critical care. Without air ambulances, more than 85 million Americans would not be able to reach a Level 1 or 2 trauma center within an hour when emergency care is needed. The delivery of on-demand, life-saving air ambulance services in emergencies requires substantial investments in specialized aircraft, air bases, technology, personnel, and regulatory compliance systems.

13. The NSA became effective January 1, 2022. It is implemented and enforced by the combined efforts of the U.S. Departments of Labor, Health and Human Services, and the Treasury (the “Departments”), which together created a mandatory federal dispute resolution process to determine pricing for all out-of-network (“OON”) emergency air ambulance transports of patients who are covered by commercial insurance.

14. Under the NSA, a health plan has thirty (30) days from the date the bill is transmitted by the provider to pay or deny the claim. 42 U.S.C. § 300gg-112(a)(3)(A-B). Insurers are allowed to initially pay to the OON provider whatever amount they choose (or nothing at all). If the payment is too low, the provider may initiate an “open negotiation period” to attempt to negotiate a higher amount. *Id.* § (b)(1)(A). If the negotiations fail, the provider may initiate the IDR process. *Id.* § (b)(1)(B).

15. The IDR process requires both parties to submit position statements and proposed offers of payment for the services at issue to a third party IDR entity. *Id.* § (b)(5)(B)(i)(I). The IDR entity then evaluates both proposed offers based on a number of statutory factors and selects one as the appropriate OON payment for the transport. *Id.* § (b)(5)(C). After an IDR determination, the health plan is required to pay any amount owed **within thirty (30) days**. *Id.* § (c)(6).

16. Plaintiffs followed these steps for each of the transports at issue herein, which took place across the country (California, Colorado, Florida, Georgia, Illinois, Indiana, Kansas, Missouri, North Carolina, Ohio, Oklahoma, Tennessee, Texas and Wyoming). Each of the disputes was submitted to one of three IDR entities: Medical Evaluators of Texas ASO, LLC, Federal Hearings and Appeals Services, Inc., and Network Medical Review Co. Ltd. Each proceeding resulted in Plaintiffs being owed additional payment for the out-of-network transport.

17. Each IDR determination concerns a health plan insured and/or administered by Aetna that utilizes Aetna's provider networks. For each, Aetna made an initial payment on the claim. Aetna does not disclose any information regarding its plans during the IDR process or on the Explanation of Payments ("EOP") that accompany Aetna's initial payment. The patients who Plaintiffs transported have each assigned to Plaintiffs their benefits under their Aetna health plans. Furthermore, the NSA created a right for out-of-network providers to be paid directly by payors.

18. Despite the legal requirement that Aetna pay the additional amounts owed within thirty days, it has failed to do so. The unpaid claims go back as far as June 16, 2022. As of

March 2, 2023, the total amounts awarded, unpaid and past due by Aetna total \$1,049,321.25 (before interest).

19. Plaintiffs seek herein all unpaid, past due amounts as of the date the Court issues judgment. A chart listing the dispute numbers for each IDR award currently past due is attached hereto as Exhibit “A.”

20. With respect to self-funded plans administered by Aetna, the failure to timely pay IDR determinations was an abuse of discretion. With respect to fully insured plans administered by Aetna, the failure to timely pay IDR determinations is a bad-faith claims practice that violates prompt pay laws. Plaintiffs have suffered damages as a result of the nonpayment, including interest on the amounts owed and collection costs.

COUNT ONE (ALL IDR DETERMINATIONS)

Action for Nonpayment of IDR Determinations (NSA 42 U.S.C. §300gg-112(b)(6))

21. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-20 as if fully set forth herein.

22. The NSA states that a determination of a certified IDR entity “shall be binding upon the parties involved” and that payment “shall be made directly to the nonparticipating provider not later than 30 days after the date on which such determination is made.” See 42 U.S.C. 300gg-111(c)(5)(E), 112(b)(6). Thirty days have passed for all of the IDR determinations at issue herein. Aetna has not challenged the awards. It simply refuses to pay them.

23. Plaintiffs are entitled to have the IDR determinations confirmed, converted into a federal judgment, and the assistance of this Court in post-judgment collection efforts. It is further entitled to pre-judgment interest from the 31st day after each award was entered until

the date judgment is entered and post-judgment interest thereafter until the judgment is satisfied.

COUNT TWO (APPLICABLE TO AETNA'S SELF-FUNDED BUSINESS)

Improper Denial of Benefits (ERISA Section 502(a)(1)(B), 29 U.S.C. § 1332(a)(1)(B))

24. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-20 as if fully set forth herein.

25. Plaintiffs have been assigned the right to payment and benefits from Aetna's beneficiaries. Accordingly, Plaintiffs step into the shoes of, and are now considered, ERISA beneficiaries pursuant to 29 U.S.C. § 1002(8) for any self-funded plans Aetna is administering. As beneficiaries, they are entitled to plan benefits and have standing to bring claims under ERISA. Aetna is responsible for NSA compliance for the plans it administers. Plaintiffs are entitled to recover payment of plan benefits from Aetna per the IDR determinations.

26. Aetna improperly denied benefits by failing to pay the IDR awards within thirty (30) days of each decision as required by federal law. Aetna's actions were in derogation of Plaintiff's rights pursuant to law. They also constituted an abuse of discretion by: 1) not properly interpreting plan terms that are not ambiguous; 2) exercising discretion over non-discretionary plan terms; and 3) denying Plaintiffs payment and benefits under the plan terms.

27. Aetna's denial of payment and benefits upon the finality of IDR determinations were not substantially justified decisions, were arbitrary and capricious, were unsupported by substantial evidence, constituted abuse of any discretion allowed, and were wrongful under all the circumstances.

28. Plaintiffs, as assignee, hereby assert a claim under ERISA Section 502(a)(1)(B), 29 U.S.C. § 1332(a)(1)(B) to recover payment of the IDR awards from the self-funded plans

administered by Aetna at issue herein. Pursuant to 29 U.S.C. § 1132(g), Plaintiffs further seek an award of reasonable attorney's fees and costs incurred in bringing this action.

COUNT THREE (APPLICABLE TO AETNA'S FULLY INSURED BUSINESS)

Violation of State Prompt Pay Statutes

29. Plaintiffs incorporate by reference the allegations set forth in Paragraphs 1-20 as if fully set forth herein.

30. The IDR determinations at issue here involve claims from numerous states. Those states are California, Colorado, Florida, Georgia, Illinois, Indiana Kansas, Missouri, North Carolina, Ohio, Oklahoma, Tennessee, Texas, and Wyoming.

31. Most states have enacted prompt pay laws which require health insurance companies, such as Aetna, to promptly pay claims or be subject to penalties. IDR determinations qualify as "clean claims" and are required to be paid within the timeframe allowed for electronic claims. Aetna has failed to pay the IDR determinations within each of the applicable state's prompt pay deadlines.

32. Plaintiffs assert claims under Cal. Ins. Code § 10123.13 (California); Colo. Rev. Stat. Ann. § 10-16-106.5 (Colorado); Fla. Stat. Ann. § 627.6131 (Florida); Ga. Code Ann. § 33-24-59.14 (Georgia); 215 ILL Comp. Stat. Ann. § 5/368a (Illinois); Ind. Code Ann. § 27-8-5.7 *et seq.* (Indiana); Kan. Stat. Ann. § 40-2442 (Kansas); Mo. Ann. Stat. § 376.383 (Missouri); N.C. Gen. Stat. Ann. § 58-3-225 (North Carolina); Ohio Rev. Code Ann. § 3901.381 (Ohio); Okla. Stat. Ann. Title 36 § 1219 (Oklahoma); Tenn. Code Ann. § 56-7-109 (Tennessee); Tex. Ins. Code Ann. § 843.336 *et seq.* and § 1301.101 *et seq.* (Texas); and Wyo. Stat. Ann. § 26-15-124 (Wyoming).

33. As a result of Aetna's violation of these state prompt pay laws, Plaintiffs are entitled to the amounts owed in the IDR awards, the applicable penalties on the amounts owed, costs of suit and reasonable and necessary attorney's fees.

PRAYER

WHEREFORE, Plaintiffs respectfully prays for judgment against Aetna as follows

- a. Enforce the IDR determinations and issue judgment for the total amount outstanding plus pre- and post- judgment interest per 28 U.S.C. § 1961;
- b. Award Plaintiffs their costs of suit herein and reasonable attorney's fees pursuant to ERISA Section 502(g)(1), 29 U.S.C. § 1132(g) or state prompt payment laws;
- c. Award Plaintiffs penalties against Aetna in accordance with state prompt payment laws for all fully insured plans at issue herein; and
- d. Award Plaintiffs their attorney's fees, costs, pre- and post-judgment interest, and any and all additional legal or equitable relief to which Plaintiffs may be entitled and this Court deems just and proper.

Dated: March 3, 2023

NORTON ROSE FULBRIGHT US LLP

/s/ Adam T. Schramek

Adam T. Schramek, Lead Counsel

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Attorneys for Plaintiffs

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

REACH Air Medical Services LLC, CALSTAR Air Medical Services, LLC, Guardian Flight LLC, Med-Trans

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Norton Rose Fulbright, 98 San Jacinto Blvd, Ste 1100
Austin, Texas 78701

DEFENDANTS

Aetna Health, Inc., Aetna Life Insurance Company, and
Aetna Health and Life Insurance Company

County of Residence of First Listed Defendant **Hartford County, CT**

(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 | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business In This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business In Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

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

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☐ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other LABOR ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark ☐ 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g)) FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 375 False Claims Act ☐ 376 Qui Tam (31 USC 3729(a)) ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit (15 USC 1681 or 1692) ☐ 485 Telephone Consumer Protection Act ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☒ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement			

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):
42 U.S.C § 300gg-112(b)(6)

Brief description of cause:

Enforce federal Independent Dispute Resolution (IDR) determinations under the No Surprises Act

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. Alfred Bennett

DOCKET NUMBER 4:22-cv-3805

DATE

03/03/2023

SIGNATURE OF ATTORNEY OF RECORD

Adam Schramek

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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.
- 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.

Exhibit A - Amounts Past Due

DISP #	Decision Date	Amount Owed
DISP-04099	6/16/2022	\$17,215.40
DISP-12474	7/15/2022	\$19,917.85
DISP-12445	7/25/2022	\$14,113.56
DISP-12421	7/25/2022	\$17,918.84
DISP-00400	9/12/2022	\$22,802.32
DISP-03201	9/16/2022	\$5,998.00
DISP-31529	10/4/2022	\$5,932.00
DISP-03200	10/25/2022	\$19,919.77
DISP-03126	11/15/2022	\$12,466.59
DISP-75192	11/17/2022	\$4,226.56
DISP-116865	12/6/2022	\$37,585.65
DISP-106740	12/28/2022	\$26,338.06
DISP-116930	12/31/2022	\$29,269.24
DISP-79578	1/3/2023	\$1,247.35
DISP-79570	1/3/2023	\$40,565.05
DISP-126553	1/10/2023	\$18,494.11
DISP-127180	1/10/2023	\$23,732.76
DISP-127182	1/10/2023	\$23,817.86
DISP-73426	1/11/2023	\$21,058.92
DISP-49651	1/11/2023	\$25,479.46
DISP-138784	1/17/2023	\$10,993.07
DISP-135056	1/17/2023	\$16,757.15
DISP-138778	1/17/2023	\$21,190.77
DISP-135026	1/17/2023	\$34,546.77
DISP-72772	1/18/2023	\$20,855.50
DISP-138796	1/23/2023	\$4,962.73
DISP-67586	1/23/2023	\$15,735.00
DISP-04100	1/23/2023	\$28,984.28
DISP-73866	1/23/2023	\$46,409.96
DISP-145702	1/24/2023	\$6,818.00
DISP-137759	1/24/2023	\$21,314.67
DISP-50522	1/24/2023	\$24,247.76
DISP-137757	1/24/2023	\$27,829.89
DISP-50609	1/24/2023	\$27,846.11
DISP-148081	1/27/2023	\$1,921.92
DISP-141789	1/30/2023	\$5,987.61
DISP-185909	1/31/2023	\$7,833.60
DISP-141958	1/31/2023	\$8,928.21
DISP-159296	1/31/2023	\$9,231.39
DISP-161160	1/31/2023	\$10,896.53
DISP-157915	1/31/2023	\$13,929.17
DISP-159369	1/31/2023	\$14,470.75
DISP-125543	1/31/2023	\$19,775.69
DISP-159278	1/31/2023	\$36,424.77
DISP-185914	1/31/2023	\$37,415.88

DISP-141781	1/31/2023	\$37,747.43
DISP-159355	1/31/2023	\$36,859.89
DISP-141940	1/31/2023	\$45,384.79
DISP-159710	2/1/2023	\$10,464.59
DISP-161153	2/1/2023	\$25,598.87
DISP-157910	2/1/2023	\$29,859.15
		\$1,049,321.25

General Information

Case Name	Guardian Flight LLC et al v. AETNA Life Insurance Company Inc et al
Court	U.S. District Court for the District of Connecticut
Date Filed	Thu Apr 11 00:00:00 EDT 2024
Judge(s)	Michael P. Shea
Federal Nature of Suit	Statutes: Other Statutory Actions [890]
Docket Number	3:24-cv-00680
Parties	AETNA Life Insurance Company Inc; Global Medical Response, Inc.; REACH Air Medical Services, LLC; CVS Pharmacy, Inc.; Cigna Health and Life Insurance Co.; Reach Air Medical Services LLC; Aetna Health Inc; Aetna Health and Life Insurance Company; CVS Health Corporation; Calstar Air Medical Services, LLC; Med-Trans Corporation; Air Evac EMS, Inc.; Guardian Flight LLC; AirMed International, LLC