



**Service of Process
Transmittal**

11/23/2016

CT Log Number 530234564

TO: Thomas Cook
Air Medical Group Holdings, Inc.
1001 Boardwalk Springs Pl Ste 250
O Fallon, MO 63368-4100

RE: Process Served in Texas

FOR: MED-Trans Corporation (Domestic State: ND)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: CONNIE R. HUNDLEY, etc., Pltf. vs. AIRMEDCARE NETWORK, et al., Dfts. // To: MED-TRANS CORPORATION

DOCUMENT(S) SERVED: Letter, Summons, Complaint

COURT/AGENCY: MINGO COUNTY CIRCUIT COURT, WV
Case # 16C134

NATURE OF ACTION: Monies Due and Owing - Services Rendered - Seeking \$33,893.22

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Certified Mail on 11/23/2016 postmarked on 11/16/2016

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: Within 30 days after service, exclusive of the day of service

ATTORNEY(S) / SENDER(S): Michael C. Walker
CYRUS, ADKINS & WALKER
636 Fourth Avenue
Huntington, WV 25701
304-522-9593

ACTION ITEMS: CT has retained the current log, Retain Date: 11/23/2016, Expected Purge Date: 11/28/2016

Image SOP

Email Notification, Thomas Cook Thomas.Cook@amgh.us

Email Notification, Jessica Metz Jessica.Metz@amgh.us

Email Notification, Ellen Harmon ellen.harmon@amgh.us

Email Notification, Kevin May kevin.c.may@amgh.us

Email Notification, Dawn Martens-Rice dawn.martens@amgh.us

SIGNED: C T Corporation System

ADDRESS: 1999 Bryan Street
Suite 900
Dallas, TX 75201



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TO: Thomas Cook
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1001 Boardwalk Springs Pl Ste 250
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TELEPHONE: 214-932-3601

CERTIFIED MAIL



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Building 1 Suite 157-K
1900 Kanawha Blvd E.
Charleston, WV 25305



Natalie E. Tennant
Secretary Of State
State Of West Virginia
Phone: 304-558-6000
866-767-8683
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9214 8901 1251 3410 0001 4702 56

MED-TRANS CORPORATION
C/O CT CORPORATION SYSTEM
1999 BRYAN STREET, SUITE 900
DALLAS, TX 75201

Control Number: 122244

Defendant: MED-TRANS CORPORATION
1999 BRYAN STREET, SUITE 900
DALLAS, TX 75201 US

Agent: C/O CT CORPORATION SYSTEM

County: Mingo

Civil Action: 16-C-134

Certified Number: 92148901125134100001470256

Service Date: 11/10/2016

I am enclosing:

1 summons and complaint

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

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

Sincerely,

A handwritten signature in cursive script that reads "Natalie E. Tennant".

Natalie E. Tennant
Secretary of State

S U M M O N S
CIRCUIT COURT OF MINGO COUNTY, WEST VIRGINIA

CONNIE R. HUNDLEY,
Individually and on behalf
of all others similarly situated
c/o S. Douglas Adkins, Esquire
and Michael C. Walker, Esquire
CYRUS, ADKINS & WALKER
636 Fourth Avenue
Huntington, WV 25701

Plaintiff,

v.

CIVIL ACTION NO.: 16-C-134
JUDGE: Thompson

AIRMEDCARE NETWORK
306 Davis Drive
Post Office Box 768
West Plains, MO 65775

MED-TRANS CORPORATION
c/o CT Corporation System
1999 Bryan Street, Suite 900
Dallas, TX 75201

MATTHEW ELLIS
Logan, WV

Defendants.

ACCEPTED FOR
SERVICE OF PROCESS
2016 NOV 10 A 10:47
SECRETARY OF STATE
STATE OF WEST VIRGINIA

To the above named defendant:

IN THE NAME OF THE STATE OF WEST VIRGINIA, you are hereby Summoned and required to serve upon plaintiff's counsel: **S. Douglas Adkins and Michael C. Walker**, whose address is **CYRUS, ADKINS & WALKER, 636 Fourth Avenue, Huntington, West Virginia 25701**, and **Jonathan R. Marshall, Esquire BAILEY & GLASSER, LLP, 209 Capitol Street, Charleston, West Virginia 25301** an answer, including any related counterclaim you may have, to the Complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you. You are required to serve your answer within 30 days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint and you will be thereafter barred from asserting in another action any claim you may have which must be asserted by counterclaim in the above-styled matter.

DATED: Nov. 1, 2016


Clerk of the Court

BY: Brandy Baisden
Deputy

IN THE CIRCUIT COURT OF MINGO COUNTY, WEST VIRGINIA

CONNIE R. HUNDLEY,
Individually and on behalf of
all others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO.: 16-cv-131

JUDGE: Thompson

AIRMEDCARE NETWORK,
MED-TRANS CORPORATION,
and MATTHEW ELLIS,

Defendants.

COMPLAINT

Plaintiff Connie R. Hundley files the following Complaint:

1. The plaintiff Connie R. Hundley is a citizen and domiciled resident of Dingess, Mingo County, West Virginia.
2. Upon information and belief, the defendant AirMedCare Network is a Missouri corporation with its principle place of business located in West Plains, Missouri.
3. Upon information and belief, the defendant Med-Trans Corporation is a North Dakota corporation with its principle place of business located in Lewisville, Texas.
4. Upon information and belief, the defendant Matthew Ellis is a citizen and domiciled resident of Logan, Logan County, West Virginia.
5. AirMedCare Network sells "memberships" for air ambulance services and upon payment of a membership fee enrolls applicants into its program. The memberships sold by AirMedCare Network provide its members with no out-of-pocket expenses for air ambulance services provided by the following companies: Air Evac EMS, Inc.; EagleMed LLC; REACH

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2016 JUL 25 PM 1:03
Mingo County Circuit Clerk

Air Medical Services, LLC, and the defendant Med-Trans Corporation.

6. The memberships sold by AirMedCare Network are actively marketed by AirMedCare Network.

7. The plaintiff joined the AirMedCare Network after solicitation by defendant Matthew Ellis, an employee, agent, or individual otherwise affiliated with the AirMedCare Network. The membership to AirMedCare Network was sold to the plaintiff at her home in West Virginia by the defendant Matthew Ellis.

8. On July 25, 2015, the plaintiff was a passenger on a motorcycle involved in a crash in or near Bean Station, Tennessee.

9. Due to injuries sustained, the plaintiff was transported from the crash scene to the University of Tennessee Medical Center by an air ambulance operated by the defendant Med-Trans Corporation.

10. As a result of the transport, the plaintiff incurred charges in the amount of Thirty-Three Thousand Eight Hundred Ninety-Three Dollars and Twenty-Two Cents (\$33,893.22).

11. The plaintiff's membership with AirMedCare Network was active at the time of the July 25, 2015, crash.

12. Defendants AirMedCare Network and Matthew Ellis publicly solicited memberships in the AirMedCare Network by advertising that "**For just pennies a day for your entire household**, you can have peace of mind knowing you will have **no out-of-pocket expenses** for your transport." AirMedCare Network's web page contains Membership FAQs which provides that "members who are transported by AirMedCare Network will not receive a bill for the flight." AirMedCare Network and Matthew Ellis, in his capacity as an employee

or agent of AirMedCare Network, made such statements with the intent that consumers rely on such information and to induce them to purchase those memberships.

13. In spite of being a member of the AirMedCare Network, being promised no out-of-pocket expenses, and being advised she would not receive a bill for flights, the plaintiff received a demand for payment by her or third-parties in the amount of Thirty-Three Thousand Eight Hundred Ninety-Three Dollars and Twenty-Two Cents (\$33,893.22) from Med-Trans Corporation for the July 25, 2015, flight.

14. In response to this demand, the plaintiff notified Med-Trans Corporation of her membership in the AirMedCare Network and advised Med-Trans Corporation that the cost of her air transport was covered by her Network membership. In addition, the plaintiff requested that any signed membership application, any contract and any assignment of benefits be provided to her. Med-Trans Corporation ignored plaintiff's demand and request for pertinent membership information, but did confirm that she is a Network member.

15. In response to the confirmation that she is a member of the AirMedCare Network, the plaintiff again demanded, pursuant to her membership and contract, that the cost of the July 25, 2015, transport by Med-Trans Corporation be covered in full by her membership payment. Defendant Med-Trans Corporation failed to respond to this demand and continues to assert the plaintiff owes Thirty-Three Thousand Eight Hundred Ninety-Three Dollars and Twenty-Two Cents (\$33,893.22).

16. In West Virginia, insurance is a contract whereby one undertakes to indemnify another to pay a specific amount upon determinable contingencies pursuant to West Virginia Code §33-1-1.

17. The plaintiff's membership in the AirMedCare Network is insurance within the meaning of West Virginia law and AirMedCare Network promises "no out-of-pocket expenses" and that members "will not receive a bill for [a] flight" with payment of the membership fee.

18. Payment of the membership fee to defendant AirMedCare Network fully indemnifies plaintiff for the full cost of the flight billed by Med-Trans Corporation.

19. Issuing insurance policies in West Virginia requires and mandates the company issuing the policy to comply with statutory law regulating insurance companies and insurance policies.

20. The West Virginia insurance statutes that must be complied with by companies issuing insurance policies include, but are not limited to, company licensure (§33-3-1); capital and surplus requirements (§33-3-5b); lines of authority (§33-3-7); fees (§33-3-13); annual reports and taxation (§ 33-4-14); form filing (§33-6-8); rate filing (§33-20-4); agent appointment (§33-12-18); and, adjuster licensure (§35-12B-4).

21. Defendant AirMedCare Network, despite issuing insurance policies in West Virginia, chose not to comply with the applicable West Virginia statutes regulating insurance companies and insurance policies.

22. Despite the plaintiff's membership contract with AirMedCare Network, Med-Trans Corporation has demanded and continues to demand payment from the plaintiff or third-parties in regard to the air ambulance charges incurred by the plaintiff as a result of the July 25, 2015, accident.

23. The plaintiff has sustained actual damages in that she paid for a service that is essentially worthless.

24. The defendant AirMedCare Network charged plaintiff a premium which plaintiff believes was Three Hundred Dollars (\$300.00.) Because AirMedCare Network was not licensed to sell insurance, under West Virginia Code §33-3-1, it was not authorized to collect a premium. In doing so, it collected a debt in violation of the Consumer Credit and Protection Act, *inter alia*, West Virginia Code §46A-2-127.

25. The plaintiff seeks to represent a Class of those persons who are citizens of the State of West Virginia as of the date this action is filed and who have purchased or renewed memberships with AirMedCare Network.

26. The number of West Virginia citizens who purchased or renewed memberships with AirMedCare Network makes joinder impractical, as plaintiff is informed and believes there are numerous such persons.

27. The actionable claims in this case with respect to AirMedCare Network, *i.e.*, breach of contract, violation of the West Virginia Unfair Trade Practices Act, Consumer Credit and Protection Act, and common law bad faith, present questions of law common to the Class that predominate over any questions affecting only individual members.

28. The plaintiff will adequately and fairly protect the interests of this Class.

29. A Class Action is superior to all other available methods for the fair and efficient adjudication of this controversy because joinder of all parties is impractical. Even if Class Members were able or willing to pursue individual litigation, a Class Action is still preferable due to the fact that a multiplicity of individual actions would likely increase the expense and time of litigation given the legal and factual controversies presented in this Complaint. A Class Action on the other hand, provides the benefits of fewer management difficulties, single

adjudication, economy of scale and comprehensive supervision by a single Court and would result in reduced time, effort and expense for all parties and the Court and, ultimately, the uniformity of decisions.

COUNT I

Breach of Contract by AirMedCare Network

30. The plaintiff realleges paragraphs 1 through 29 of the Complaint as if more fully set forth herein.

31. The defendant AirMedCare Network breached the membership contract by failing to pay for air ambulance services provided to the plaintiff by Med-Trans Corporation. AirMedCare Network further breached the contract by subsequently and unilaterally rescinding plaintiff's membership agreement.

32. The defendant AirMedCare Network failed to obtain company licensure in violation of West Virginia Code §33-3-1.

33. The defendant AirMedCare Network failed to obtain approval from the West Virginia Insurance Commission for the insurance product it sold in violation of West Virginia Code §33-6-8.

34. The defendant AirMedCare Network failed to conduct and diligently pursue a thorough, fair and objective investigation concerning the plaintiff's claim.

35. The defendant AirMedCare Network has denied the plaintiff's claim to extinguish or satisfy the expense incurred by the plaintiff for air ambulance services provided by Med-Trans Corporation and as promised by AirMedCare Network.

COUNT II

***Violation of West Virginia Unfair Trade Practices Act
by AirMedCare Network and Matthew Ellis***

36. The plaintiff realleges paragraphs 1 through 35 of the Complaint as if more fully set forth herein.

37. The West Virginia Unfair Trade Practices Act, West Virginia Code §33-11-1, et seq., sets out certain prohibited conduct by individuals and/or companies in the business of insurance in the State of West Virginia.

38. The defendants AirMedCare Network and Matthew Ellis violated the West Virginia Unfair Trade Practices Act and insurance regulations promulgated thereunder in their dealings with the plaintiff including, but not limited to, the following:

- a. Misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue;
- b. Failing to acknowledge and act reasonably promptly upon communications with respect to claims arising under insurance policies;
- c. Failing to adopt and implement reasonable standards for the prompt investigation of claims arising under insurance policies;
- d. Refusing to pay claims without conducting a reasonable investigation based upon all available information;
- e. Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed;
- f. Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear;
- g. Compelling insureds to institute litigation to recover amounts due under an insurance policy by offering substantially less than the amounts ultimately recovered in actions brought by the insureds, when the insureds have made claims for amounts reasonably similar to the amounts ultimately recovered;

- h. Attempting to settle a claim for less than the amount to which a reasonable man would have believed he was entitled by reference to written or printed advertising material accompanying or made part of an application;
- i. Failing to promptly settle claims, where liability has become reasonably clear, under one portion of the insurance policy coverage in order to influence settlements under other portions of the insurance policy coverage; and,
- j. Failing to promptly provide a reasonable explanation of the basis in the insurance policy in relation to the facts or applicable law for denial of a claim or for the offer of a compromise settlement;

39. AirMedCare Network and Matthew Ellis' violations of the West Virginia Unfair Trade Practices Act have occurred with such frequency as to amount to a general business practice.

40. As a direct and proximate result of the AirMedCare Network's breach of contract and AirMedCare Network and Matthew Ellis' violations of the West Virginia Unfair Trade Practices Act and West Virginia CSR 14-4.1, et seq., the plaintiff has suffered damages.

COUNT III

Common Law Bad Faith by AirMedCare Network

41. The plaintiff realleges paragraphs 1 through 40 of the Complaint as if more fully set forth herein.

42. The defendant AirMedCare Network, as a result of its contractual relationship with the plaintiff and its superior bargaining position, owed a duty of good faith and fair dealing to the plaintiff to assure that the plaintiff received correct and accurate information concerning benefits under the insurance policy and to otherwise assure the plaintiff received full benefit of said policy.

43. AirMedCare Network has acted with actual malice in its actions toward the plaintiff at material times herein.

44. AirMedCare Network's acts were done intentionally, maliciously and with a total disregard to the rights of the plaintiff and such actions violate the AirMedCare Network's common law duty of good faith and fair dealing.

45. As a direct and proximate result of AirMedCare Network's bad faith, the plaintiff has suffered damages.

COUNT IV

Illegal Debt Collection by AirMedCare Network

46. The plaintiff realleges paragraphs 1 through 45 of the Complaint as if more fully set forth herein.

47. The defendant AirMedCare Network charged plaintiff a premium which she believes to be Three Hundred Dollars (\$300.00). Because defendant was not licensed to sell insurance, under West Virginia Code §33-3-1 it was not authorized to collect a premium. In doing so, it collected a debt in violation of the Consumer Credit and Protection Act, *inter alia*, West Virginia Code §46A-2-127.

COUNT V

Breach of Contract by Med-Trans Corporation

48. The plaintiff realleges paragraphs 1 through 23 of the Complaint as if more fully set forth herein.

49. The defendant Med-Trans Corporation breached the terms of its contract with plaintiff by failing to acknowledge the cost of the flight of July 25, 2015, was covered by

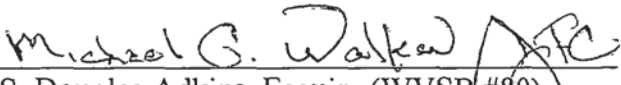
plaintiff's membership agreement with AirMedCare Network and denying that the cost of the flight is extinguished or satisfied by the membership with AirMedCare Network.

WHEREFORE, the plaintiff demands:

- a. Finding that this action satisfies the prerequisites for maintenance as a class action and certifying the Class defined herein both conditionally and finally;
- b. Designating plaintiff as representative of the Class and her undersigned counsel as Class Counsel;
- c. Entering judgment in favor of the plaintiff and the Class and against the defendants;
- d. Enjoining defendants' illegal conduct alleged herein and ordering disgorgement of any of its ill-gotten gains;
- e. Awarding the plaintiff Hayseeds damages, including damages for annoyance, aggravation and inconvenience and Class compensatory damages in addition to reasonable attorney fees and costs;
- f. Awarding punitive damages;
- g. Awarding statutory penalties, attorneys fees, and actual damages in accordance with West Virginia Code §46A-5-101 *et. seq.*; and,
- h. Granting all such further and other relief including the satisfaction, cancellation or extinguishment of any debt claimed by defendants against the plaintiff, either directly or by virtue of some third-party responsibility, for air ambulance services and as the Court deems just and appropriate in the premises.

PLAINTIFF DEMANDS A TRIAL BY JURY.

CONNIE R. HUNDLEY,
Individually and on behalf of
all others similarly situated,


S. Douglas Adkins, Esquire (WVSB #80)
Michael C. Walker, Esquire (WVSB #6973)
CYRUS, ADKINS & WALKER
636 Fourth Avenue
Huntington, West Virginia 25701
Phone (304) 522-9593 / Facsimile (304) 522-9596

And

Jonathan R. Marshall, Esquire (WVSB #10580)
BAILEY & GLASSER, LLP
209 Capitol Street
Charleston, West Virginia 25301
Phone (304) 345-6555 / Facsimile (304) 342-1110
Counsel for Plaintiff