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9  
10 **IN THE UNITED STATES DISTRICT COURT**  
11  
12 **FOR THE DISTRICT OF ARIZONA**

13 Aero Care International, L.L.C., an Arizona limited  
14 liability corporation,

15 Plaintiff,

16 v.

17 International Medevac Services, Inc.; a California  
18 corporation, Blue Cross of California, a California  
19 corporation; Blue Shield of California, a California  
20 corporation,

21 Defendants.

No. CV07-979-PHX-MHM

**SECOND AMENDED COMPLAINT  
AGAINST BLUE SHIELD OF  
CALIFORNIA**

22 Plaintiff, through counsel undersigned, for its complaint against Defendants alleges the  
23 following:

24 1. International Medevac Services, Inc. (“International Medevac”) asserts a claim to  
25 \$102,411.62 in converted funds which were, at relevant times, in the custody of Defendants.

26 2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332. The  
parties herein are of diverse citizenship, and the amount in controversy is substantially in excess  
of \$75,000.



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**COUNT I**

**(Aiding and Abetting Conversion Against Blue Shield)**

11. Plaintiff repeats the allegations contained in paragraphs 1 through 10 as if fully set forth herein.

12. Blue Shield, through its agent Jose Gammora and others, received unauthorized gift payments from the agents and officers of International Medevac with the intent or understanding to aid and abet International Medevac in converting funds from Aero Care.

13. Specifically, on or about December 21, 2006, Mr. Gammora received gifts with a value in excess of \$500, from Carlos Salinas with the understanding that Mr. Gammora and Blue Shield would assist International Medevac in converting funds.

14. On or about April 1, 2007, Blue Shield was notified by Aero Care that International Medevac, through its agent Carlos Salinas, was attempting to convert the \$102,411.62 check. At that time Blue Shield was made aware of the improper conduct of Mr. Gamorra and demand was made to interplead the funds.

15. Blue Shield declined to interplead the funds without basis.

16. On or about April 17, 2007, Blue Shield covenanted that it would not forward the disputed funds to non-registered business addresses.

17. Thereafter, Aero Care had made appropriate arrangements to have the check delivered to Aero Care by complying with Blue Shield's change of address procedure.



