

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Bert Martinez v. Beatrice Lynn Duarte, et al.

No. CV-25-00130-PHX-DJH (D. Ariz. Feb. 10, 2026) · No. No. CV-25-00130-PHX-DJH; 2:25-cv-00130 ·
Decided February 10, 2026

SUMMARY

The United States District Court for the District of Arizona granted motions to dismiss filed by Beatrice Lynn Duarte and Kaiser Foundation Health Plan Incorporated in Bert Martinez's action concerning payment for an out-of-network air ambulance service. The court held that the No Surprises Act barred enforcement of the alleged contract to collect the unpaid balance from the insured and that the requested appointment of an arbitrator was not legally cognizable. The court also held that it lacked general and specific personal jurisdiction over Kaiser, dismissed the claims with prejudice, awarded Duarte entitlement to attorney fees under Arizona law, and directed the Clerk to close the case.

CASE DETAILS

COURT	United States District Court for the District of Arizona
WRITING FOR THE COURT	Diane J. Humetewa
JURISDICTION	United States District Court for the District of Arizona
DECIDED	February 10, 2026
DOCKET	No. CV-25-00130-PHX-DJH; 2:25-cv-00130
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff opposed defendants' motions to dismiss his Second Amended Complaint. The court granted Duarte's Rule 12(b)(6) motion and Kaiser's motion to dismiss for lack of personal jurisdiction, dismissed the claims with prejudice, awarded Duarte entitlement to attorney fees, and directed the Clerk to enter judgment and close the case.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes them in the plaintiff's favor, but disregards legal conclusions couched as factual allegations. A complaint must allege sufficient factual matter to state a facially plausible claim. On a personal-jurisdiction motion, the plaintiff bears the burden of making at least a prima facie showing of jurisdictional facts; the court applies Arizona's long-arm statute, which is coextensive with federal due-process requirements.

PRECEDENTIAL VALUE	Unpublished federal district court order; precedential status is unknown and no reporter citation appears in the source.
PARTIES	Bert Martinez v. Beatrice Lynn Duarte, Duarte's husband, Kaiser Foundation Health Plan Incorporated

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QUESTIONS PRESENTED

1. Whether the alleged contract requiring the insured to pay charges not covered by insurance could support a breach-of-contract claim when the No Surprises Act limits an insured's liability for out-of-network air-ambulance services.
2. Whether Martinez stated a legally cognizable claim to compel Duarte and her husband to participate in the No Surprises Act's independent dispute resolution process or to obtain appointment of an arbitrator.
3. Whether the court had general personal jurisdiction over Kaiser based on its alleged registration to do business in Arizona.
4. Whether the court had specific personal jurisdiction over Kaiser based on Kaiser's payment of a claim to Air Ambulance, an Arizona corporation.
5. Whether Duarte was entitled to attorney fees under Ariz. Rev. Stat. § 12-341.01(A).

HOLDINGS

1. The alleged contract provision requiring the insured to pay charges not covered by insurance is the type of balance billing prohibited by the No Surprises Act. Martinez therefore failed to state a legally cognizable breach-of-contract claim against Duarte and her husband, and amendment would be futile.
2. Martinez failed to state a legally cognizable claim to compel Duarte or her husband to participate in the No Surprises Act's independent dispute resolution process or to have the court appoint an arbitrator, because the statutory process applies to payment disputes between out-of-network providers and insurers and does not require the insured to participate.
3. The court lacked general personal jurisdiction over Kaiser. Kaiser's alleged registration to do business in Arizona, without more, did not establish that Kaiser was essentially at home in Arizona.
4. The court lacked specific personal jurisdiction over Kaiser because Martinez did not show that Kaiser purposefully directed activity toward Arizona or that his claims arose out of or related to sufficient forum contacts.
5. Duarte was entitled to seek attorney fees under Ariz. Rev. Stat. § 12-341.01(A) because the action arose out of a contract dispute, although the reasonableness of the fees would be addressed through the later

fee process.

KEY QUOTATIONS

“The NSA was passed to prevent exactly this type of situation.” (at 4)

“But that alone cannot confer the Court with general personal jurisdiction over Kaiser.” (at 8)

“The conduct Martinez references occurred entirely in El Salvador” (at 9)

FACTUAL BACKGROUND

Duarte experienced a medical emergency in El Salvador and was transported by helicopter to a hospital near her home in Los Angeles by Air Ambulance, an out-of-network air-ambulance provider. Duarte was insured by Kaiser, which paid Air Ambulance \$94,852.69 of a \$729,030 bill. Martinez alleged that Air Ambulance assigned him its rights and sought to recover the unpaid balance from Duarte, her husband, and Kaiser under a contract requiring payment of charges not covered by insurance.

PROCEDURAL HISTORY

Martinez, proceeding pro se, filed a Second Amended Complaint asserting breach of contract, breach of fiduciary duty or violation of duty, and a request for appointment of an arbitrator under the No Surprises Act. Duarte and her husband moved to dismiss for failure to state a claim, and Kaiser moved to dismiss for lack of personal jurisdiction. After briefing, the court granted both motions, denied leave to amend as futile, dismissed the action with prejudice, and authorized Duarte to seek attorney fees and costs.

DISPOSITION

dismissed

CASES CITED

- Somers v. Apple, Inc., 729 F.3d 953, 959 (9th Cir. 2013)
- Mendiondo v. Centinela Hospital Medical Center, 521 F.3d 1097, 1104 (9th Cir. 2008)
- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 556, 570 (2007)
- Cousins v. Lockyer, 568 F.3d 1063, 1067 (9th Cir. 2009)
- Smilecare Dental Group v. Delta Dental Plan, 88 F.3d 780, 783 (9th Cir. 1996)
- Cahill v. Liberty Mutual Insurance Co., 80 F.3d 336, 339 (9th Cir. 1996)
- Carrico v. City and County of San Francisco, 656 F.3d 1002, 1008 (9th Cir. 2011)
- Sullivan v. American Airlines, 424 F.3d 267 (2d Cir. 2005)
- Beneficial National Bank v. Anderson, 539 U.S. 1 (2003)
- Moore-Thomas v. Alaska Airlines, Inc., 553 F.3d 1241, 1244 (9th Cir. 2009)
- Marvix Photo, Inc. v. Brand Technologies, Inc., 647 F.3d 1218, 1223 (9th Cir. 2011)

- *Schwarzenegger v. Fred Martin Motor Co.*, 374 F.3d 797, 800, 802 (9th Cir. 2004)
- *Atkins v. Calypso Systems, Inc.*, 2015 WL 5856881, at *2 (D. Ariz. Oct. 8, 2015)
- *Walden v. Fiore*, *Walden v. Fiore*, 571 U.S. 277, 283 (2014)
- *Ford Motor Co. v. Montana Eighth Judicial District Court*, 592 U.S. 351, 358 (2021)
- *Daimler AG v. Bauman*, 571 U.S. 117, 122 (2014)
- *Goodyear Dunlop Tires Operations, S.A. v. Brown*, 564 U.S. 915, 919 (2011)
- *Gonzalez v. United Seating and Mobility LLC*, 2024 WL 3226550, at *2 (D. Ariz. June 28, 2024)
- *Pacific Scientific Energetic Materials Co. (Arizona) LLC v. Ensign-Bickford Aerospace & Defense Co.*, 2011 WL 4434039, at *5 n.4 (D. Ariz. Sept. 23, 2011)
- *Armstrong v. Aramco Services Co.*, 746 P.2d 917, 924 (Ariz. Ct. App. 1987)
- *McCard v. Circor International, Inc.*, 2021 WL 1212745, at *4 (E.D. Cal. Mar. 31, 2021)
- *Chatwal Hotels & Resorts LLC v. Dollywood Co.*, 90 F. Supp. 3d 97, 105 (S.D.N.Y. 2015)
- *Helicopteros Nacionales de Colombia, S.A. v. Hall*, 466 U.S. 408, 414 (1984)
- *Burger King Corp. v. Rudzewicz*, *Burger King Corp. v. Rudzewicz*, 471 U.S. 462, 475-478 (1985)
- *Thuney v. Lawyer's Title of Arizona*, 2019 WL 467697, at *6 (D. Ariz. Feb. 6, 2019)
- *Schreiber Distributing Co. v. Serv-Well Furniture Co.*, 806 F.2d 1393, 1401 (9th Cir. 1986)
- *Harris v. Maricopa County Superior Court*, 631 F.3d 963, 974 (9th Cir. 2011)