

In the Circuit Court of the Eleventh Judicial Circuit  
in and for Miami-Dade County, Florida

General Jurisdiction Division

Case No.

Global Biologics, LLC,

Plaintiff,

vs.

Health Medical Equipment, Inc., Crown  
Global Holdings, Inc. and Fernando Gonzalez,

Defendants.

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**Complaint**

The Plaintiff, Global Biologics, LLC (hereinafter referred to as “Plaintiff”), by and through the undersigned attorneys files this verified complaint against Defendants, Health Medical Equipment, Inc. (hereinafter referred to as “Health Equip.”), Crown Global Holdings, Inc. (hereinafter referred to as “Crown Global”) and Fernando Gonzalez (hereinafter referred to as “Gonzalez”) and in support states as follows:

**Common Allegations**  
**Parties, Jurisdiction and Venue**

1. Plaintiff is a Florida limited liability company existing by virtue of the laws of the State of Florida.
2. Defendant, Health Equip. is a Florida corporation.
3. Defendant, Crown Global is a Florida corporation.
4. At all times material hereto, Defendant, Gonzalez, was, and is, a Florida resident residing in Miami-Dade County and is otherwise sui juris. Moreover at all times relevant hereto Defendant Gonzalez, was the president of Crown Global.

5. Venue is proper in Miami-Dade County, Florida because the Defendant Gonzalez resides in Miami-Dade County, because Defendants Health Equip. and Crown Global maintain their respective principal places of business in Miami-Dade County and because the facts and occurrences giving rise to the causes of action occurred in Miami-Dade County.

6. Plaintiff has retained the undersigned counsel in order that his rights and interests may be protected. Plaintiff has become obligated to pay the undersigned a reasonable attorney's fee. Plaintiff shall seek prevailing party fees pursuant to Florida Statutes and terms of the documents sought to be enforced herein as applicable.

7. All conditions precedent to bringing this action have occurred, been performed or excused.

### **Factual Allegations**

#### **A. Transaction Concerning Nutreceptics**

8. On or about early 2020, Plaintiff secured the sale of fifty (50) Trilogy Evo Life Support Respirators (the "Respirators") (the "First Order"), to its client a Panamanian company, Nutreceptics SA ("Nutreceptics").

9. On or about March of 2020, Plaintiff contracted with Health Equip. and Crown Global to supply the Respirators.

10. Plaintiff, Health Equip. and Crown Global agreed that Health Equip. and Crown Global would order Respirators and have them shipped to Nutreceptics.

11. The parties agreed that the profits generated from the sale of the Respirators to Nutreceptics would be divided in equal parts, one half of profits distributed to Plaintiff, and the other half of the profits distributed to Health Equip. and Crown Global.

12. Ultimately, fifty (50) Respirators were delivered to Nutreceptics in fulfillment of the First Order and payment of the purchase price was made by Nutreceptics directly to Health Equip. and Crown Global by Nutreceptics for the amount Nutreceptics and Plaintiff agreed to, \$649,750.00.

13. Up to this point, the transaction occurred precisely as the parties agreed upon.

14. Nutreceptics thereafter ordered an additional fifty (50) Respirators from Global (the "Second Order").

15. After receiving the funds from the sale of the First Order to Nutreceptics, Plaintiff, Health Equip. and Crown Global agreed that instead of dividing the profits associated with the First Order of the Respirators, the parties would use the funds towards the order of an additional fifty (50) Respirators from the manufacturer, Phillips Respironics ("Phillips").

16. Upon fulfilling the Second Order, Plaintiff, Health Equip. and Crown Global would split the profits in equal parts, one half of the profits unto Plaintiff and the other half unto Health Equip. and Crown Global.

17. In total, the profits to be divided among Plaintiff and Health Equip. and Crown Global would correspond to the sale of one hundred (100) Respirators after the fulfillment of the Second Order (the First and Second Order each being for fifty respirators).

18. Health Equip. and Crown Global placed an order with Phillips for fifty (50) Respirators in connection with the Second Order, and informed Plaintiff that payment in the amount of \$324,750.00 was made to Phillips in connection with the order. The fact is

that Health Equip. and Crown Global only made payment to Phillips in the amount of \$65,000.00. This was confirmed by Phillips.

19. Accordingly, Phillips shipped only the Respirators for which it received payment, ten (10) Respirators at a cost of \$6,500.00 each. Health Equip. and Crown Global delivered these ten (10) Respirators to Nutreceptics and Nutreceptics currently has possession of these ten (10) Respirators, which did not fulfill the Second Order for fifty (50) respirators and as a consequence Nutreceptics seeks to return them unto Plaintiff and/or Health Equip. and Crown Global.

20. To date, the profits from the First Order have not been tendered to Plaintiff, and additionally, Health Equip. and Crown Global did not reinvest the funds towards the placement of the Second Order.

21. Health Equip. and Crown Global acted in bad faith and made misrepresentations, alleging that payment for the Second Order was made to Phillips, when only \$65,000.00 was paid.

**B. Transaction Concerning World Target**

22. On or about late 2020, Plaintiff secured the sale of certain medical products to its customer in Panama, World Target S.A. (“World Target”).

23. In connection with the foregoing, Plaintiff contracted with Health Equip. and Crown Global to supply the products in connection with the sale.

24. As part of the arrangement, World Target made payment directly unto Health Equip. and Crown Global in the amount of \$12,369.00, half of the invoice amount, as a deposit. The remaining half of the purchase payment would be made upon delivery of the order to World Target.

25. Health Equip. and Crown Global failed to uphold their portion of the agreement - only a small delivery of product contracted for was ever made to World Target, with a value of \$339.00.

26. The remainder of the \$25,078.00 order went unfulfilled, notwithstanding Health Equip. and Crown Global having received a \$12,369.00 deposit towards the order.

27. Due to the extended period elapsed since the order was placed, World Target no longer requires the delivery of the remaining product, and instead requests a refund from Plaintiff.

**Count I – Breach of Contract**  
**(Health Equip. and Crown Global re: World Target)**

28. Paragraphs 1 through 21 are repeated and realleged as if fully set forth herein.

29. This is an action for damages that exceed \$30,000.00, exclusive of costs and interest.

30. In March 2020, Plaintiff and Defendants, Health Equip. and Crown Global entered into a verbal agreement whereby Defendants, Health Equip. and Crown Global would supply Respirators to Nutreceptics and the parties would share in profits generated from the sale of the Respirators to Nutreceptics in equal parts - one half of profits distributed to Plaintiff, and the other half of the profits distributed to Health Equip. and Crown Global (hereinafter referred to as the “Nutreceptics Agreement”).

31. Plaintiff performed all his obligations under the Nutreceptics Agreement.

32. Notwithstanding Defendants, Health Equip. and Crown Global breached the Nutreceptics Agreement by failing to (i) pay Plaintiff profits to which Plaintiff is entitled

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