

**IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA**

SEEGENE USA, INC. f/k/a SEEGENE
TECHNOLOGIES, INC., a Delaware profit
corporation,

CASE NO. _____

Plaintiff,

v.

INGENIOUS PERSONALIZED MEDICINE,
LLC, a Florida limited liability company, and
COMPASS HEALTH SYSTEMS, P.A., a
Florida profit corporation,

Defendants.
_____ /

COMPLAINT

Plaintiff, Seegene USA, Inc. f/k/a Seegene Technologies, Inc. (“Seegene”), by and through undersigned counsel, sues Defendants, Ingenious Personalized Medicine, LLC (“Ingenious”) and Compass Health Systems, P.A. (“Compass”), (collectively “Defendants”) and states as follows:

NATURE OF ACTION

1. This is an action for breach of contract, account stated, and unjust enrichment, arising out Defendants’ failure to pay for medical supplies provided by Seegene.

PARTIES, JURISDICTION AND VENUE

2. Plaintiff, Seegene, is a Delaware profit corporation with its principal place of business in Irvine, California.

3. Defendant, Ingenious, is a Florida limited liability company with its principal place of business at 1065 NE 125th Street, Suite 300, North Miami, Florida 33161.

4. Defendant, Compass, is a Florida corporation with its principal place of business at 1065 NE 125th Street, Suite 300, North Miami, Florida 33161.

5. Ingenious and Compass have the same principal place of business and directors and officers. Both companies are operated by the same principal, Scott Segal, and are otherwise inextricably intertwined with respect to the operation of their business.

6. This Court has subject matter jurisdiction inasmuch as the amount in controversy exceeds \$50,000.00, and the actions alleged herein accrued in Miami-Dade County, Florida.

7. Venue is proper in Miami County, Florida as Defendants conduct business in Miami-Dade County and the causes of action alleged herein accrued in Miami-Dade County, Florida.

GENERAL ALLEGATIONS

8. In or about September of 2020, Seegene entered into an oral contract with Defendants to provide certain COVID-19 related medical supplies in exchange for payment (the “Agreement”).

9. Pursuant to the Agreement, the Seegene and Defendants agreed that (i) Compass would place orders for certain medical supplies with instructions that the ordered supplies be shipped to Ingenious, (ii) Seegene would ship the ordered medical supplies to Ingenious along with a corresponding invoice for the shipped goods, and (iii) Ingenious would be responsible for rendering payment for the invoiced medical supplies within 30 days of the date of the invoice.

10. Pursuant to the terms of the Agreement and following corresponding orders from Compass, Seegene shipped the ordered medical supplies and submitted the following invoices to Ingenious (collectively, the “Unpaid Invoices”) attached as **Composite Exhibit “A”**:

- a. Invoice number 2034 dated December 31, 2020 in the amount of \$84,211.50;
- b. Invoice number 2112 dated January 6, 2021 in the amount of \$65,500.00;
- c. Invoice number 2106 dated January 29, 2021 in the amount of \$ \$768.46;
- d. Invoice number 2127 dated February 2, 2021 in the amount of \$26,150.00;
- e. Invoice number 2139 dated February 8, 2021 in the amount of \$52,150.00;
- f. Invoice number 2140 dated February 8, 2021 in the amount of \$84,720.94;
- g. Invoice number 2197 dated March 8, 2021 in the amount of \$35,366.00;
- h. Invoice number 2216 dated March 12, 2021 in the amount of \$26,100.00;
- i. Invoice number 2258 dated March 26, 2021 in the amount of \$3,729.64;
- j. Invoice number 02274 dated April 19, 2021 in the amount of \$71,132.00;
- k. Invoice number 02298 dated April 29, 2021 in the amount of \$58,936.00; and
- l. Invoice number 02324 dated April 30, 2021 in the amount of \$70,580.56.

11. The Unpaid Invoices required payment of each invoice within thirty (30) days of the date of the invoice.

12. As of the date of this Complaint, the principal amount Defendants owe Seegene under the Unpaid Invoices is \$579,345.10.

13. Defendants, without justification, excuse, or dispute of the Unpaid Invoices, have not paid Seegene the Unpaid Invoices.

14. All conditions precedent to the maintenance of this action have been performed, excused, waived, or have otherwise occurred.

15. Seegene has been required to retain the services of undersigned counsel and has agreed to pay its reasonable attorney's fees, costs, and expenses of suit.

COUNT I- BREACH OF CONTRACT AGAINST DEFENDANTS

16. Defendants incorporate and reallege the allegations in paragraphs 1 through 15 above, as if fully set forth herein.

17. This is an action for breach of contract against Defendants.

18. Pursuant to the Agreement, Seegene shipped Ingenious the product ordered by Compass along with the Unpaid Invoices.

19. Pursuant to the Agreement, Defendants were obligated to cause Ingenious to pay the Unpaid Invoices rendered in connection with the products ordered by Compass and accepted by Ingenious.

20. Defendants failed and refused to cause Ingenious to pay for the products ordered by Compass and shipped to Ingenious as reflected by the Unpaid Invoices.

21. As a result of Defendants' breach of the Agreement, Seegene has suffered damages.

WHEREFORE, Seegene respectfully requests judgement against Defendants for damages in an amount of \$579,345.10 plus pre-and post-judgment interest, costs, and such other relief as this Court deems just and proper.

COUNT II –ACCOUNT STATED AGAINST INGENIOUS

22. Seegene incorporates and realleges the allegations in paragraphs 1 through 15 above, as if fully set forth herein.

23. In the alternative, this is an action for account stated against Ingenious.

24. Before the institution of this action, Seegene and Ingenious had business transactions between them pursuant to which Seegene provided Ingenious with ordered medical supplies.

25. Seegene rendered the Unpaid Invoices to Ingenious in connection with the shipped

medical supplies.

26. Upon receipt of the Unpaid Invoices, Ingenious did not object to or dispute the amount set forth in the Unpaid Invoices.

27. Ingenious owes Seegene \$579,345.10, that is due with interest, on the account.

WHEREFORE, Seegene respectfully requests judgment in its favor and against Defendant Ingenious for damages, together with pre-and post-judgment interest, costs, and any such other relief as this Court deems just and proper.

COUNT III – UNJUST ENRICHMENT AGAINST INGENIOUS

28. Seegene incorporates and realleges the allegations in paragraphs 1 through 15 above, as if fully set forth herein.

29. In the alternative, this is an action for unjust enrichment against Ingenious.

30. Seegene provided valuable medical supplies to Ingenious for which it has not been paid.

31. The medical supplies provided by Seegene to Ingenious were rendered under circumstances pursuant to which Ingenious reasonably should have expected Seegene would expect to be compensated.

32. Ingenious knowingly and voluntarily accepted and retained the benefit of the ordered medical supplies but did not pay Seegene for the medical supplies.

33. The circumstances are such that it is inequitable for Ingenious to retain the benefit of the medical supplies shipped by Seegene without conferring any benefit upon Seegene in exchange for the value received.

34. Ingenious has been unjustly enriched at Seegene's expense.

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