

IN THE COUNTY COURT OF THE, IN
AND FOR ORANGE COUNTY,
FLORIDA

CASE NO.:

GLOBAL SUPPLY EXCHANGE, LLC,
a Florida corporation,

Plaintiff,

vs.

PRECISIONMED, LLC,
a Texas professional limited company,

Defendants.

_____ /

COMPLAINT

Comes Now, Plaintiff, GLOBAL SUPPLY EXCHANGE, LLC hereinafter referred to as (“Plaintiff”), by and through its undersigned counsel, hereby sues Defendants, PRECISIONMED, LLC, a Texas limited liability company, hereinafter collectively referred to as the (“Defendants”) and for its cause of action, declares and avers as follows:

PARTIES AND JURISDICTION

1. Plaintiff, provided services and products for Defendants, and bring this action to recover the balance of an unpaid invoice and other relief under claims of Breach of Contract, Open Account, Account Stated, and Unjust Enrichment.
2. Plaintiff, GLOBAL SUPPLY EXCHANGE, LLC, is a Florida limited liability company, hereinafter referred to as GLOBAL, and, therefore, is within the jurisdiction of this Court.
3. Defendant, PRECISIONMED, LLC is a Texas limited liability company, hereinafter referred to as PRECISIONMED, pursuant to Section 48.193, Florida Statutes, submitted itself to the jurisdiction of this Court by, among other things, engaging in business in Florida, by breaching a contract in Florida by failing to perform acts as required by the agreement that it entered into in Orange County, Florida, with Plaintiff and by engaging in substantial activity within this state, of which such activity was conducted in both intrastate and interstate matters that conducts business in Florida. Therefore, this matter is within the jurisdiction of this Court.
4. Plaintiff’s causes of action is not in the amount of or in excess of Fifty Thousand Dollars (\$50,000.00), excluding interest, costs, and attorneys’ fees, and as such, are within the jurisdiction of this Court.

5. Plaintiff brings forth this cause of action against Defendants to recover an unpaid invoices for the fulfillment and shipping of COVID-19 OTC TESTS on behalf of Defendants to its patients and said interest and late fees accumulated thereupon.
6. PRECISIONMED did not object to the invoices.
7. PRECISIONMED a owes GLOBAL a balance in the amount of \$12,096.00. A copy of the final invoice is attached as Exhibit "A."
8. GLOBAL has made a demand on PRECISIONMED a for payment of the monies owed, however, PRECISIONMED has refused to pay.
9. All conditions precedent to this action have been fulfilled or waived.
10. As a result of PRECISIONMED's failure to pay all sums owing, GLOBAL has had to hire the undersigned attorney and is indebted for a fee.

COUNT ONE - ACCOUNT STATED

11. GLOBAL hereby reincorporates the allegations of paragraphs 1-10 above as if set forth fully herein.
12. This is an action based on an account stated.
13. Before the institution of this action, GLOBAL, PRECISIONMED a had business transactions and agreed to the resulting balance.
14. GLOBAL rendered statements to PRECISIONMED, a copy being attached as Exhibit "A" and PRECISIONMED did not object.
15. PRECISIONMED owes GLOBAL \$12,096.00, which is due with interest since October 06, 2023.

WHEREFORE, GLOBAL SUPPLY EXCHANGE, LLC, requests this Court enter judgment against Defendant PRECISIONMED, LLC, in the amount of \$12,096.00, plus pre-judgment interest, costs and attorneys' fees, and such other relief as this Court deems proper.

COUNT TWO - UNJUST ENRICHMENT

16. GLOBAL hereby reincorporates the allegations of paragraphs 1-10 above as if set forth fully herein.
17. In the alternative, this is an action for unjust enrichment.
18. GLOBAL conferred a benefit upon PRECISIONMED by providing transportation services.

19. PRECISIONMED had knowledge, and enjoyed the benefits of the services provided by GLOBAL.
20. PRECISIONMED has voluntarily accepted and retained the benefit conferred upon it by GLOBAL.
21. The circumstances under which PRECISIONMED, obtained the above-described benefits make it inequitable for PRECISIONMED to retain the benefits without paying the value thereof to GLOBAL.
22. GLOBAL has no adequate remedy at law.

WHEREFORE, GLOBAL SUPPLY EXCHANGE, LLC, requests this Court enter judgment against Defendants, PRECISIONMED, LLC in the amount of \$12,096.00, plus pre-judgment interest, costs and attorneys' fees, and such other relief as this Court deems proper.

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary email address for the purposes of email service as: pedro@malaretlawfirm.com

MALARET LAW FIRM, LLC

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Global Supply Exchange

6900 Tavistock Lakes Blvd Ste 400
Orlando, FL 32827 US
(407) 813-2442
sales@globalsupplyexchange.com



INVOICE

| | | | | | |
|--------------------|--------------------|------------------|------------|-----------------|----------------|
| BILL TO | SHIP TO | SHIP DATE | 10/09/2023 | INVOICE | 5393 |
| Attn: Nene | Attn: Nene | | | DATE | 10/06/2023 |
| Precisionmed | Precisionmed | | | TERMS | Due on receipt |
| 2503 Cartwright Rd | 2503 Cartwright Rd | | | DUE DATE | 10/06/2023 |
| Missouri, TX 77459 | Missouri, TX 77459 | | | | |

CUSTOMER PO
email 10.6.23

| | SKU | QTY | RATE | AMOUNT |
|-------------------------------------|-----------------|-------|------|-----------|
| FlowFlex COVID-19 Antigen Home Test | 6-82607-66026-1 | 4,032 | 3.00 | 12,096.00 |
| FlowFlex COVID-19 Antigen Home Test | | | | |

Name of Bank: Chase
Bank Address: 13824 Narcoossee Road, Orlando, FL 32832
Bank Identification Code: CHASUS33
Bank Telephone: (407) 867-8497
Beneficiary: Global Supply Exchange
ABA Routing: 287084131
Business Checking Account: [REDACTED]
Wire Transfer Routing: 021000021

| | |
|--------------------|--------------------|
| SUBTOTAL | 12,096.00 |
| TAX | 0.00 |
| TOTAL | 12,096.00 |
| BALANCE DUE | \$12,096.00 |

EXHIBIT A