

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

MEDIX STAFFING SOLUTIONS, INC.,)
an Illinois corporation,)
Plaintiff,) **Civil Action No. 22-cv-225**
)
vs.)
)
NOVO HEALTH, LLC, a Wisconsin limited)
liability company,)
and)
NOVO HEALTH TECHNOLOGY GROUP,)
LLC, a Wisconsin limited liability company,)
and)
NOVO CONSERVATIVE CARE, LLC, a)
Wisconsin limited liability company,)
and)
NOVO DIRECT CONTRACTING, LLC, a)
Wisconsin limited liability company,)
and)
NOVO, LLC, a Wisconsin limited liability)
company,)
and)
INNOVATION ALLIANCE, LLC, a)
Wisconsin limited liability company,)
and)
CURT KUBIAK, an individual,)
)
Defendants.)

COMPLAINT

Plaintiff Medix Staffing Solutions, Inc. hereby files this Complaint against Defendants Novo Health, LLC (“Novo Health”), Novo Health Technology Group, LLC (“Novo Health Technology”), Novo Conservative Care, LLC (“Novo Conservative Care”), Novo Direct Contracting, LLC (“Novo Direct Contracting”), Novo, LLC (“Novo”), Innovation Alliance, LLC (“Innovation Alliance”) (collectively “Defendant Companies”) and Curt Kubiak (collectively “Defendants”).

NATURE OF THE ACTION

1. Plaintiff brings this breach of contract action to recover a principal balance of \$1,583,276.60 for staffing services rendered, plus contract-based late fees, attorneys' fees, interest and costs.

PARTIES

2. Plaintiff is an Illinois corporation with a principal place of business located at 222 S. Riverside Plaza, Suite 2120, Chicago, IL 60606.

3. Defendant Novo Health is a Wisconsin limited liability company with a principal place of business located at 2105 E. Enterprise Avenue, Appleton, WI 54913. The members of Novo Health consist of Defendant Kubiak, a natural person and Wisconsin resident, residing at 123 Ashbrooke Place, Neenah, WI 54956, David Dewitt, a natural person and Wisconsin resident, maintaining an address of 5320 W. Michaels Drive, Appleton, WI 54913, Ken Schaufelberger, a natural person and Wisconsin resident, maintaining an address of 2105 E. Enterprise Avenue, Appleton, WI 54913, Brian Lohrbach, a natural person and Wisconsin resident, maintaining an address of 2105 E. Enterprise Avenue, Appleton, WI 54913, David Eggert, a natural person and Wisconsin resident, maintaining an address of 2105 E. Enterprise Avenue, Appleton, WI 54913, David Kuplic, a natural person and Wisconsin resident, maintaining an address of 2105 E. Enterprise Avenue, Appleton, WI 54913, and David Rust, a natural person and Wisconsin resident, maintaining an address of 2105 E. Enterprise Avenue, Appleton, WI 54913.

4. Defendant Novo Health Technology is a Wisconsin limited liability company with a principal place of business located at 2105 E. Enterprise Avenue, Appleton, WI 54913. Novo Health Technology is currently in a "delinquent" status as of January 13, 2022, having failed to file an annual report, however Novo Health Technology has not filed articles of dissolution. Novo

Health Technology's registered agent and member is Defendant Kubiak, a natural person and Wisconsin resident, residing at 123 Ashbrooke Place, Neenah, WI 54956.

5. Defendant Novo Conservative Care is a Wisconsin limited liability company with a principal place of business located at 2105 E. Enterprise Avenue, Appleton, WI 54913. The members of Novo Conservative Care consist of Defendant Kubiak, a natural person and Wisconsin resident, residing at 123 Ashbrooke Place, Neenah, WI 54956, and Sandi Rochon, a natural person and Wisconsin resident, maintaining an address of 5320 W. Michaels Drive, Appleton, WI 54913,

6. Defendant Novo Direct Contracting is a Wisconsin limited liability company with a principal place of business located at 2105 E. Enterprise Avenue, Appleton, WI 54913. On December 14, 2021, Defendant Novo Direct Contracting was administratively dissolved for failing to file an annual report. Novo Direct Contracting's registered agent and member is Defendant Kubiak, a natural person and Wisconsin resident, residing at 123 Ashbrooke Place, Neenah, WI 54956.

7. Defendant Novo is a Wisconsin limited liability company with a principal place of business located at 2105 E. Enterprise Avenue, Appleton, WI 54913. Defendant Novo is currently not in good standing as of January 12, 2022. On October 13, 2020, Defendant Novo filed a notice of administrative dissolution and on December 13, 2020, Defendant Novo was administratively dissolved. Novo's registered agent and member is Defendant Kubiak, a natural person and Wisconsin resident, residing at 123 Ashbrooke Place, Neenah, WI 54956.

8. Defendant Innovation Alliance is a Wisconsin limited liability company with a principal place of business located at 2105 E. Enterprise Avenue, Appleton, WI 54913. The members of Innovation Alliance consist of Defendant Kubiak, a natural person and Wisconsin

resident, residing at 123 Ashbrooke Place, Neenah, WI 54956, and Sandi Rochon, a natural person and Wisconsin resident, maintaining an address of 5320 W. Michaels Drive, Appleton, WI 54913,

9. Defendant Curt Kubiak is a natural person and Wisconsin resident, residing at 123 Ashbrooke Place, Neenah, WI 54956.

JURISDICTION AND VENUE

10. There is complete diversity between the parties pursuant to 28 U.S.C. § 1332 because Plaintiff is a citizen of Illinois and Defendants, including all members of the Defendant Companies, are all citizens of Wisconsin.

11. The amount in controversy requirements of 28 U.S.C. § 1332 are satisfied in that there is more than \$75,000.00 at issue, exclusive of costs, interest and attorneys' fees.

12. This action properly lies in the Northern District of Illinois pursuant to 28 U.S.C. § 1391, because facts giving rise to this action occurred within this District, the home office of the Plaintiff is located within this District, and the parties' written contract contains a venue provision establishing jurisdiction in this District.

13. Venue is appropriate in this court.

FACTS COMMON TO ALL ALLEGATIONS

14. Plaintiff incorporates by reference the allegations contained in all the preceding paragraphs as if fully set out herein.

15. Plaintiff is a staffing company serving the healthcare industry.

16. Defendant Companies provide aggregated medical services, or bundles, of medical services at fixed prices and through single bills for what Defendant Companies describe as transparent, high-quality care.

17. Defendant Companies state that they are a community of like-minded medical providers, strategic suppliers and forward thinking employers committed to upending traditional models and delivering affordable, accessible high-quality health care and related services.

18. Defendant Companies are all affiliates of one another.

19. On or about May 11, 2020, Plaintiff and Defendants entered into a written contract titled Epic Project Services Agreement and an addendum entitled Addendum to the Service Agreement, whereby Plaintiff agreed, *inter alia*, to provide Defendants with staffing services (collectively, the “Agreement”). A true and correct copy is attached as Ex. A.

20. In consideration, Defendants agreed to pay Plaintiff fees for staffing services, as such obligation is described in the Agreement.

21. Plaintiff fully performed its obligations and, *inter alia*, supplied Defendants with personnel for use in Defendants’ business.

22. Net of some payments, Defendants failed to pay the balance of Plaintiff’s invoices as they became due.

23. Plaintiff conferred a benefit upon Defendants by supplying Defendants with personnel, *inter alia*, for the benefit of Defendants’ business. However, Defendants failed to make payment pursuant to the Agreement.

24. Beginning on or around May 16, 2020, Plaintiff sent Defendants weekly invoices for services rendered, through December 25, 2021.

25. From June 18, 2020 through December 17, 2021, Defendants made payments to Plaintiff on a periodic and irregular basis.

26. However, as of January 12, 2022, Defendants owe a principal balance of \$1,583,273.60. A true and correct statement of account is attached as Ex. B.

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