

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION

Premier Medical, Inc.,)	C.A. 6:21-cv-_____
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	(NON-JURY)
)	
Resourceful Clinical Laboratory, LLC,)	
)	
Defendant.)	
_____)	

Plaintiff, Premier Medical, Inc., by and through its undersigned counsel, hereby complains of Defendant Resourceful Clinical Laboratory, LLC, and would respectfully show and allege as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Premier Medical, Inc. (“Plaintiff”), is a corporation organized and existing under the laws of the State of South Carolina, with its principal place of business in Greenville, South Carolina.

2. Defendant, Resourceful Clinical Laboratory, LLC (“Defendant”) is a limited liability company organized and existing under the laws of the State of North Carolina, with its principal place of business in Gastonia, North Carolina.

3. Defendant is a Limited Liability Company with members who, upon information and belief, reside in a State other than the State of South Carolina.

4. Defendant transacts business and entered into a contract to be performed in whole or in part in South Carolina. This Court therefore has personal jurisdiction over Defendant arising out of Defendant’s contacts with the District of South Carolina, which constitute

minimum contacts such that subjecting it to personal jurisdiction in this forum does not offend traditional notions of fair play and substantial justice.

5. A substantial part of the events or omissions giving rise to the claims asserted herein occurred in this judicial district.

6. The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

7. Further, by mutual consent of the parties under the terms of the June 1, 2020 Laboratory Services Agreement, Section 10.5, jurisdiction is proper in the United States District Court, District of South Carolina, Greenville Division, and each party has waived any argument as to venue.

8. This Court has subject matter jurisdiction over the parties pursuant to 28 U.S.C § 1332 because the controversy is between citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

9. This Court has personal jurisdiction over Defendant because, among other things, Defendant regularly conducts business in South Carolina and this dispute involves a contractual agreement between Plaintiff, a company maintaining its principal place of business in Greenville, South Carolina, and Defendant.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) as a substantial part of the events giving rise to the litigation occurred in this judicial district and the contract at issue was formed in this judicial district.

GENERAL ALLEGATIONS

11. Upon information and belief, Defendant is a healthcare facility with a place of business in Gastonia, North Carolina.

12. On June 1, 2020, Defendant engaged Plaintiff to provide laboratory testing services for Covid-19 testing for specimens collected at Defendant's place of business in Gastonia, North Carolina. Defendant then shipped the specimens to Plaintiff via UPS Healthcare Logistics Services to complete the testing. Defendant agreed to pay Plaintiff the sum of \$51.31 for each Covid-19 laboratory test. Plaintiff provided specimen collection kits at no additional cost to the Defendant and offered consultation services by its laboratory staff to discuss laboratory procedures and explain test results. (See June 1, 2020 Laboratory Services Agreement, attached hereto as Exhibit A.)

13. Plaintiff completed and billed for a total of 3,746 Covid-19 tests at \$51.31 per test for a total charge of \$192,207.26. Defendant has made payments to Plaintiff in the total amount of \$46,941.31 (thereby only paying for 914 of the 3,746 laboratory tests it contracted Plaintiff to complete). Therefore, Defendant's outstanding balance of One Hundred Forty-Five Thousand, Two Hundred Sixty-Five and 95/100 Dollars (\$145,265.95) remains due and owing to Plaintiff. A true and accurate copy of Defendant's Statement of Account with Plaintiff is attached hereto as Exhibit B.

14. Plaintiff reached out to Defendant on numerous occasions requesting payment for its services. Defendant initially responded to Plaintiff's payment requests with various excuses and stalling tactics, including but not limited to, claims of a misplaced credit card and later with claims about limitations on the payment amount allowable on a given day, as well as false claims that Plaintiff received payment from Health Resource & Services Administration ("HRSA") on Defendant's behalf. Plaintiff has made every effort to work with Defendant to bring the debt current, but Defendant has continually failed and refused to pay for the laboratory services provided by Plaintiff.

15. Defendant has not made any payment toward the outstanding balance since February 2021 despite Plaintiff's repeated efforts to collect the amount due.

16. On June 29, 2021, Plaintiff, through its counsel, made further demand to Defendant for payment of the outstanding balance due, and Defendant failed to make payment or respond to the demand for payment.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

17. Plaintiff alleges and incorporates herein by reference each and every allegation set forth in the preceding paragraphs, as if fully repeated herein.

18. Defendant contracted Plaintiff to provide Covid-19 testing services for Defendant during Defendant's normal course of business. Plaintiff performed its obligations under the contract and completed testing on all specimens collected and delivered to Plaintiff by Defendant from the date of the contract until April 2021, when Defendant suddenly stopped sending specimens to Plaintiff for testing.

19. Plaintiff has made repeated verbal and written demands for payment due; however, Defendant has failed to pay for Plaintiff's laboratory services. In a further effort to collect the debt, Plaintiff sent its Sales Manager to Defendant's place of business as provided in the aforementioned contract, and learned that Defendant was no longer at that address and had not been at said address in almost a year.

20. Defendant breached the parties' agreement as established by a Laboratory Services Agreement entered into on June 1, 2020.

21. As a result of the Defendant's breach of contract, Plaintiff has been damaged in the amount of One Hundred Forty-Five Thousand, Two Hundred Sixty-Five and 95/100 Dollars (\$145,265.95).

FOR A SECOND CAUSE OF ACTION
(Unjust Enrichment)

22. Plaintiff alleges and incorporates herein by reference each and every allegation set forth in the preceding paragraphs, as if fully repeated herein.

23. Plaintiff conferred a non-gratuitous benefit on Defendant in continuing to offer its laboratory services in good faith that Defendant would fully satisfy its outstanding balance owed to Plaintiff.

24. Defendant realized value from its non-payment of services performed by Plaintiff.

25. It would be inequitable for Defendant to retain the benefit of its non-payment.

26. Plaintiff seeks judgment against Defendant for non-payment of services provided.

FOR A THIRD CAUSE OF ACTION
(Breach of the Duty of Good Faith and Fair Dealing)

27. Plaintiff alleges and incorporates herein by reference each and every allegation set forth in the preceding paragraphs, as if fully repeated herein.

28. Defendant owed Plaintiff the duty to act in good faith and with fair dealing, as is implied in every contract.

29. Defendant breached this duty by the actions it took with regard to the contract and in its dealings with the Plaintiff.

30. As a direct and proximate result of Defendant's breach of its duty of good faith and fair dealing, Plaintiff has suffered damages and is entitled to recover those damages from Defendant.

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