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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION

MONIDA HEALTHCARE STAFFING) Cause No. _____
SOLUTIONS, LLC,)
)
Plaintiff,) **COMPLAINT**
)
-vs-)
)
WELCOV HEALTHCARE, LLC,)
)
Defendant.)
_____)

Plaintiff, Monida Healthcare Staffing Solutions, LLC, by and through its undersigned counsel of record, and for its Complaint against Defendant states and alleges as follows:

PARTIES

1. Monida Healthcare Staffing Solutions, LLC (“Monida”), is a Montana Limited Liability Company, domiciled in Montana with its principal place of business located in Missoula, Montana.

2. Upon information and belief, Defendant Welcov Healthcare, LLC (“Wecov”), is a foreign limited liability company organized under the laws of the State of Arizona, transacting business in the State of Montana.

JURISDICTION AND VENUE

3. Monida re-alleges paragraphs 1 through 2 above, as though fully set forth herein.

4. This Court has subject matter jurisdiction over the claims specified in the Complaint pursuant to 28 U.S.C. § 1332, as the amount in controversy exceeds \$75,000.00.

5. Diversity exists pursuant to 28 U.S.C. § 1332 as the parties are citizens of different states. Specifically, Plaintiff Monida is a limited liability company existing under the laws of the State of Montana, with its principal place of business in Missoula, Montana, while Defendant Welcov is a foreign limited liability company organized under the laws of the State of Arizona, is not incorporated or has its principal place of business in Montana and none of the

managers or members identify a business mailing address in Montana.

6. Personal jurisdiction exists over Defendant Welcov. Defendant Welcov regularly transacts business in Montana and is a participant in the wrongdoing alleged or had control of and direct participation in the activities and omissions alleged.

7. Venue in this case is proper under 28 U.S.C. § 1391(b)(2).

GENERAL ALLEGATIONS

8. Monida re-alleges paragraphs 1 through 7 above, as though fully set forth herein.

9. Monida operates a company whose purpose is to provide interim staffing to fulfill the temporary or permanent staffing needs of healthcare facilities.

10. Monida employs individuals to meet such temporary or permanent staffing needs.

11. On April 19, 2018, Monida and Welcov entered into an Agreement for Interim Staffing Services.

12. Under the Agreement, Monida retained the responsibility for payment of wages as all personnel provided to Welcov remained employees of Monida.

13. Under the Agreement, Monida retained the right and obligation to hire and terminate all assigned personnel, determine salaries, benefits, insurance, and

bonuses of assigned personnel, initiate any disciplinary action regarding any assigned personnel and was responsible for all withholdings and payroll administration.

COUNT I – BREACH OF CONTRACT

14. Monida re-alleges paragraphs 1 through 13 above, as though fully set forth herein.

15. Pursuant to the Agreement Welcov was obligated to compensate Monida for each individual assigned to it and consistent with a rate schedule contained within the Agreement.

16. The Agreement required Welcov to pay each weekly invoice within fifteen (15) days of receipt of the invoice.

17. Under the terms of the Agreement payments made by Welcov more than thirty (30) days of the date of receipt of the undisputed invoice shall accrue interest at a rate of twelve percent (12%) on any unpaid balances.

18. Despite the terms of the Agreement, Welcov has failed to make payments owed under the Agreement in the amount of \$152,578.75.

19. Welcov did not dispute any invoices.

20. Legal proceedings are now necessary to enforce the terms of the Agreement with Welcov.

21. Welcov breached the Agreement and is liable to Monida thereunder.

22. Monida has been damaged by Welcov's breach of the Agreement, and is entitled to recover the outstanding sums due and owing, in addition to interest and attorney fees pursuant to the terms of the Agreement.

COUNT II - UNJUST ENRICHMENT

23. Monida re-alleges paragraphs 1 through 22 above, as though fully set forth herein.

24. Monida paid and provided for interim staffing services for Welcov under the terms of the Agreement.

25. Welcov accepted the staffing services provided by Monida, but did not pay for those services.

26. Welcov has been unjustly enriched, and Monida has been damaged as a result.

27. As a result of Welcov's unjust enrichment, Monida is entitled to recover the outstanding sums due and owing, in addition to interest and attorney fees pursuant to the terms of the Agreement.

WHEREFORE Monida demands judgment against the Defendants as follows:

1. That judgment be awarded against Defendant Welcov for

\$152,578.75;

2. That judgment be awarded against the Defendant Welcov for all accruing financing and interest charges of \$7,979.36 as of November 19, 2018 and continuing to accrue at a rate of 12%;

3. That judgment be awarded against the Defendant Welcov for Monida's costs in bringing this action;

4. For Monida's reasonable attorney's fees in bringing this action, including any amounts that accrued to the date of judgment; and

5. For such other and further relief as the Court deems just and proper.

DATED this 20th day of November, 2018.

By: /s/ Dylan McFarland

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