

providers who are willing on a *locum tenens* basis to provide healthcare services to facilities; (ii) review providers background, experience, availability, and pricing, (iii) directly schedule providers to provide services, and (iv) establish compensation arrangements.

6. Once an appointment for *locum tenens* services has been scheduled, Send-It provides the client with certain additional services, including arrangement of travel logistics and credentialing services for providers.
7. In April of 2025, Send-It and SRMC entered into a Staffing Services Agreement (the “Agreement”) for the services described above.
8. Despite providing the contracted for services, SRMC has failed to pay Send-It pursuant to the terms of the Agreement.
9. Under Section 4.2.3 of the Agreement, SRMC is required to pay each non-disputed invoice within fifteen (15) Business Days after receipt.
10. If SRMC does not dispute an invoice in writing within that same fifteen (15) Business Day period, the Agreement provides that SRMC is deemed to have: (i) accepted the invoice and the amount stated in the invoice; and (ii) waived any right to dispute the details or amount of the invoice.
11. Under Section 4.2.4, Charges not timely paid accrue interest at one and one-half percent (1.5%) per month until paid.
12. SRMC has failed to pay numerous invoices, most of which are more than ninety-one (91) days past due.
13. SRMC has not timely disputed the invoices in writing.
14. The unpaid balance includes travel and lodging expenses incurred in connection with Assignments, as well as an unpaid professional-fee invoice for Forgione and the unpaid portions of Pitafi professional-fee invoices.

15. SRMC has indicated that it is withholding payment for certain travel and lodging expenses based on internal expense caps.
16. Those internal policies do not excuse SRMC from its payment obligations under the Agreement or the applicable Confirmations.
17. The Agreement does not impose the travel and lodging caps SRMC has cited, and the applicable Confirmations do not support withholding the invoiced amounts.
18. In particular, the initial Forgione Confirmation contains no dollar caps on travel or lodging expenses and requires only that travel expenses be booked at the lowest-cost option.
19. Dr. Rosenberg also approved a \$130-per-day lodging rate for Forgione in writing on August 29, 2025.
20. To the extent any applicable Confirmation contains specific travel or lodging parameters, the amounts demanded are consistent with that Confirmation, prior SRMC approvals, or both.
21. SRMC is withholding payment in bad faith.

COUNT I BREACH OF CONTRACT

22. Plaintiff incorporates by reference the allegations in the previous paragraphs as though fully set forth herein.
23. Send-It and SRCM have a signed contractual Agreement by which SRCM has agreed to pay Send-It for services it provides.
24. Send-It provided services to SRCM for which SRCM has not paid.
25. SRCM is in breach of the Agreement.
26. SRCM has caused Send-It damages in an amount to be shown at trial.

WHEREFORE Plaintiff seeks all contractual and consequential damages to which it is entitled in addition to its reasonable costs and fees in prosecuting this matter, as well as interest and all other relief deemed appropriate by this Honorable Court.

Respectfully,

Dated: October 27, 2026

/s/ Christopher Allen Kroblin

CHRISTOPHER ALLEN KROBLIN, ESQ.

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