

IN THE UNITED STATES DISTRICT COURT  
FOR THE \_\_\_\_\_ DISTRICT OF \_\_\_\_\_,  
\_\_\_\_\_ DIVISION

\_\_\_\_\_  
PLAINTIFF  
V. CIVIL ACTION NO. \_\_\_\_\_  
\_\_\_\_\_  
DEFENDANT

COMPLAINT

Comes now \_\_\_\_\_, and files its Complaint against \_\_\_\_\_,  
Defendant, and in support hereof, Plaintiff would show unto the Court the following matters and  
facts:

1. Plaintiff, \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") is a  
corporation organized and existing under and pursuant to the laws of the State of  
\_\_\_\_\_, and which has its principal place of business in the City of  
\_\_\_\_\_ in the State of \_\_\_\_\_.

2. Defendant, \_\_\_\_\_ (herein after referred to as "\_\_\_\_\_"),  
is an agricultural association organized and existing under the laws of the State of  
\_\_\_\_\_, and which has its principal place of business in \_\_\_\_\_,  
\_\_\_\_\_. Process may be served upon \_\_\_\_\_ by serving same on its  
President, \_\_\_\_\_, at the principal place of business of said Defendant, which is  
located at \_\_\_\_\_, or by mailing said process in accordance with Rule 4(c)  
of the F.R.C.P. to said \_\_\_\_\_ at the mailing address of Defendant:  
\_\_\_\_\_.

3. This Court's jurisdiction is based upon diversity of citizenship pursuant to 28 U.S.C. § 1332. The amount in controversy herein is in excess of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), exclusive of interest and costs. Venue is properly placed under 28 U.S.C. § 1391.

4. That effective \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ entered into a Shared Fund Agreement with \_\_\_\_\_, regarding \_\_\_\_\_'s Group Insurance Policy No. \_\_\_\_\_ with \_\_\_\_\_. A copy of said Shared Fund Agreement is attached hereto as Exhibit "A" and made a part hereof. Said Agreement was entered into by \_\_\_\_\_ for the purpose of providing medical benefits to eligible employees of \_\_\_\_\_.

5. That pursuant to said Agreement, \_\_\_\_\_ assumed liability for funding medical benefits payable under the policy subject to a maximum amount as described in said Shared Fund Agreement. Pursuant to said Shared Fund Agreement, \_\_\_\_\_ agreed to process and pay medical benefits due under said Group Policy and Shared Fund Agreement and pay medical benefits, if any, which exceeded the maximum amount described in said Shared Fund Agreement in return for premiums to be paid by \_\_\_\_\_ to \_\_\_\_\_ as provided in said Shared Fund Agreement and Group Insurance Policy No. \_\_\_\_\_.

6. The Shared Fund Agreement was developed by \_\_\_\_\_ as an alternative to a conventional group insurance policy or employer self-insured program. The purpose of a shared fund agreement is to provide a fully insured health insurance agreement while providing to the policyholder cash flow advantages as well as limiting the premium tax charges to only those premiums which \_\_\_\_\_ pays on claims funded by \_\_\_\_\_.

7. Pursuant to said Shared Fund Agreement and predecessor agreements with \_\_\_\_\_, said Defendant established a bank account with \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, and authorized \_\_\_\_\_ to pay medical claims of qualified employees of \_\_\_\_\_ from that account. \_\_\_\_\_ is not affiliated with \_\_\_\_\_ as a parent or subsidiary corporation, but is wholly independent of \_\_\_\_\_.

8. Pursuant to said Shared Fund Agreement, \_\_\_\_\_ deposited certain sums into said bank account to cover a portion of possible claims for medical benefits and an additional amount called "retention" which was designed to cover \_\_\_\_\_'s administrative expenses such as premium taxes and overhead to process claims.

9. At the end of each policy year (\_\_\_\_\_), \_\_\_\_\_ computed an experience report pursuant to said Agreement in order to determine the amount of claims funded by \_\_\_\_\_ and the amount of claims funded by \_\_\_\_\_. This experience report involved comparing the total amount of claims paid, the maximum claim liability of \_\_\_\_\_, the amount of paid claims funded by \_\_\_\_\_, and the amount of paid claims funded by \_\_\_\_\_. Should the amount funded by \_\_\_\_\_ exceed the amount funded by \_\_\_\_\_, an amount called "unused liability" would be due and payable to \_\_\_\_\_ from \_\_\_\_\_.

10. Effective \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ terminated said Shared Fund Agreement with regard to medical coverage while continuing certain group life insurance coverage

with \_\_\_\_\_. In accordance with said Shared Fund Agreement,  
\_\_\_\_\_ owes \_\_\_\_\_ the following sums:

\$\_\_\_\_\_ -- unused liability for the policy year ending \_\_\_\_\_

\_\_\_\_\_ -- unused liability for "short" policy year ending \_\_\_\_\_

\_\_\_\_\_ -- processing fee (i.e., retention)

\$\_\_\_\_\_ -- total due

11. That pursuant to invoices and various correspondence from \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ has repeatedly requested and demanded payment of said amount due of \_\_\_\_\_ (\$\_\_\_\_\_), but \_\_\_\_\_ has repeatedly refused to pay same.

12. Defendant \_\_\_\_\_ owes Plaintiff, \_\_\_\_\_, the amount of \_\_\_\_\_ (\$\_\_\_\_\_) plus legal interest from \_\_\_\_\_, \_\_\_\_\_, in the amount allowed by applicable law.

WHEREFORE, Plaintiff demands Judgment in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), plus interest at the legal rate from \_\_\_\_\_, \_\_\_\_\_, until paid; Plaintiff further demands costs and attorneys' fees as allowed by law, together with such additional relief to which Plaintiff is equitably entitled.

Respectfully submitted,

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_  
By:

\_\_\_\_\_  
\_\_\_\_\_  
Attorneys for  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OF COUNSEL FOR PLAINTIFF:

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