

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

MEDEFIS, INC.,)	Case No. _____
)	
Plaintiff,)	
)	
v.)	COMPLAINT FOR INTERPLEADER
)	
)	
ATLAS MEDSTAFF LLC, COMPLETE)	
BUSINESS SOLUTIONSGROUP, INC.,)	
SILVER CUP FUNDING)	
LLC, HMF CAPITAL GROUP, INC.,)	
P2BINVESTOR, INC.,)	
)	
Defendants.)	

COMES NOW Plaintiff, Medefis, Inc. (“Interpleader Plaintiff” or “Medefis”), and for its cause of action for interpleader against the Defendants, alleges as follows:

NATURE OF ACTION

1. This is an Interpleader action filed by the Plaintiff due to the competing claims to certain funds paid or to be paid to Plaintiff.

INTRODUCTION

2. Medefis provides a vendor management system, which is a web-based platform allowing hospitals and other healthcare delivery organizations (collectively, “hospitals”) to procure contingent labor and take advantage of benefits such as consolidated billing.

3. Medefis separately contracts with hospitals to enable the hospitals to reserve contingent labor via the platform, and with third-party staffing vendors to enable them to provide contingent labor via the platform.

INTERPLEADER COMPLAINT

4. In addition, each hospital directly contracts with each applicable third-party staffing vendor. The contract between the hospital and the third-party staffing vendor contains any applicable payment obligations between the hospital and the third-party staffing vendor.

5. Medefis does not provide contingent labor to the hospitals, but merely provides a technology platform to create efficiencies in the staffing, invoicing, and payment process.

6. Medefis periodically issues each hospital a consolidated invoice for all contingent labor obtained from third-party staffing vendors through the platform, and the hospital pays the third-party staffing vendors through the Medefis platform. Medefis then distributes the hospital's payments to the applicable third-party staffing vendors or their assignees. Pursuant to the agreement between Medefis and the applicable third-party staffing vendor, Medefis has no obligation to pay the third-party staffing vendor unless and until the applicable hospital pays Medefis. In other words, Medefis is merely a pass-through for any payments received from a hospital via the platform.

7. The staffing vendors are entitled to the payments made to Medefis, less a small fee for use of the Medefis platform (called an "administrative fee"), which, pursuant to the agreement between Medefis and the third-party staffing vendor, is deducted (or set off) from the monies paid to Medefis before Medefis passes those monies through to the third-party staffing vendor.

8. Meridian Medical Staffing Inc. ("Meridian") is a third-party staffing vendor and was providing contingent labor to various hospitals through the Medefis platform.

9. Using the Medefis platform, Meridian performed certain staffing services and for which it is entitled to payments. Medefis currently has in its possession \$27,383.50 in connection with these services.

10. Medefis has since that learned that Meridian assigned, sold, or otherwise assigned some portion or all of these receivables.

11. Medefis has since received multiple competing claims to Meridian's accounts receivable from CBSG, Silver Cup, HMFCG, and P2Bi. However, the amounts claimed by these various entities exceed the amounts owed to Meridian, and Medefis has no way to resolve those claims.

PARTIES, JURISDICTION, AND VENUE

12. Interpleader Plaintiff Medefis is a Nebraska corporation, with a principal place of business at 2121 N 117th Ave., Ste. 200, Omaha, NE 68164.

13. Upon information and belief, Atlas is a Nebraska corporation, with a principal place of business at 11159 Mill Valley Rd, Omaha, NE 68154. Atlas may be served with process at CSC-Lawyers Incorporating Service Company Suite 1900 233 South 13th Street, Lincoln, NE 68508.

14. Upon information and belief, CBSG is a Delaware corporation, with a principal place of business at 20 N. 3rd Street Philadelphia, PA 19106. CBSG may be served with process at Registered Office Service Company 203 NE Front St. Ste. 101, Milford, DE 19963.

15. Upon information and belief, Silver Cup is a New York corporation, with a principal place of business at 381 South 5th Street Brooklyn, NY 11211. Silver Cup may be served with process at Silver Cup Funding, Inc. 321 Route 59 Suite W6, Tallman, NY 10982.

16. Upon information and belief, HMFCG is a New York corporation, with a principal place of business at 368 New Hempstead Rd. Ste. #217 New City, NY 10956. HMFCG may be served with process at HMFCG, Inc. 1820 Ave. M Ste. 213, Brooklyn, New York, 11230.

INTERPLEADER COMPLAINT

17. Upon information and belief, P2Bi is a Colorado corporation, with a principal place of business at 1120 Lincoln St. Ste. 100 Denver, CO 80203. P2Bi may be served with process at P2BInvestor, Inc. 1120 Lincoln St., #100, Denver, CO 80203.

18. This Court has personal jurisdiction over Defendants pursuant to 28 U.S.C. § 1335, which requires only that at least two defendants are citizens of different states and that the value of the property in controversy exceeds \$500. Upon information and belief, CBSG is a Delaware corporation with a principal place of business in Pennsylvania, P2Bi is a Colorado corporation with a principal place of business in Colorado, and Silver Cup and HMFCG are New York corporations with principal places of business in New York. Further, the amount in controversy exceeds \$500, meeting the second statutory requirement.

19. Venue is proper under 28 U.S.C. §§ 1391(a) and 1397 because: Atlas, a named Defendant, is a Nebraska corporation with a primary place of business in Douglas County, Nebraska; the subject property is located in the District of Nebraska; and the contract between Medefis and Meridian establishes Douglas County as the proper venue for any actions arising out of that contract.

BACKGROUND

20. Medefis incorporates herein the allegations contained in Paragraphs 1 through 19 as though fully set forth herein.

21. The property that is the subject of this interpleader action are funds payable to Meridian. Medefis is currently in possession of these funds because it collects payments from the hospitals with which it contracts and submits those payments to the vendors who have supplied services. Medefis has been submitting payments to factoring companies as directed by Meridian, but recently there have been claims from multiple parties to Meridian's accounts receivable.

INTERPLEADER COMPLAINT

22. Medefis currently has received \$27,383.50 of those funds, and it expects to receive additional funds, and Medefis intends to deposit the portions of those funds to which Meridian would be entitled with the Court as part of this action.

23. For instance, the entities have made the following claims as to Meridian's accounts receivable:

- a. CBSG has made a claim to \$49,577.07;
- b. Silver Cup has made a claim to \$93,112.83;
- c. HMFCG has made a claim to \$128,985.32;
- d. P2Bi has not made a claim for a specific amount of money but has attempted to assert a right to Meridian's accounts receivable; and
- e. Atlas has not made a claim for a specific amount of money but may potentially attempt to assert a right to Meridian's accounts receivable as a result of its purchase of some of Meridian's service contracts.

Totaling only the explicit claims for a certain monetary amount, Medefis has parties asserting a right to \$271,675.22 of Meridian's accounts receivable. Given the discrepancy between the amount requested by Defendants and the amount held by Medefis, Medefis is unable to resolve this matter and determine which claims are valid without exposing itself to potential double litigation.

24. Medefis makes no claim to the funds originally owed to Meridian.

25. Medefis lacks knowledge concerning the respective rights of the various claimants to the above-described funds.

26. Medefis does not bring this action at the request of any of the Defendants, but simply to avoid the cost, expense, and burden associated with multiple lawsuits.

27. Medefis respectfully requests an Order of the Court directing Plaintiff to interplead and deposit \$27,383.50 into the registry of the Court, into an interest-bearing account, pending further determination by the Court, pursuant to 28 U.S.C. § 1335 and Federal Rule of Civil Procedure 67. Furthermore, Medefis respectfully requests an Order of the Court directing Plaintiff to interplead and deposit whatever funds it may yet receive from the hospitals it has contracted with in connection to Meridian's services and to which Meridian would be entitled, pursuant to 28 U.S.C. § 1335 and Federal Rule of Civil Procedure 67.

CLAIM FOR RELIEF

28. Medefis requests that: each Defendant be restrained from instituting any action against the plaintiff for recovery of the property or any part of it; the Defendants be required to litigate and settle among themselves their rights to the property and that Medefis be discharged from all liability; Medefis recover costs and reasonable attorney's fees; and the Court grant further relief as may be just and proper under the circumstances of this case.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Medefis respectfully requests that the Court enter judgment in its favor as follows:

- a. An Order of the Court directing Plaintiff to deposit \$27,383.50 with the Court pursuant to 28 U.S.C. § 1335;
- b. An Order of the Court directing Plaintiff to deposit any funds it receives from hospitals in connection with Meridian's services and to which Meridian is entitled;
- c. An Order discharging Plaintiff from any further liability to any party with respect to the subject matter of this action;

INTERPLEADER COMPLAINT

- d. Costs and reasonable attorney's fees incurred in this action;
- e. Any such other and further relief as the Court deems just and equitable.

Respectfully submitted, this 27th day of August, 2019.

By:

s/ Michael T. Hilgers

Michael T. Hilgers (#24483)
mhilgers@hilgersgraben.com
Dallin Jack (#26583)
djack@hilgersgraben.com
HILGERS GRABEN PLLC
575 Fallbrook Blvd., Suite 202
Lincoln, NE 68521
Telephone: (402) 218-2106
Facsimile: (402) 413-1880

COUNSEL FOR MEDEFIS