

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

FOCUSONE SOLUTIONS, LLC, Plaintiff,	)	Case No. 19 - _____
	)	
vs.	)	
	)	
COMPLETE BUSINESS SOLUTIONS	)	<b>COMPLAINT FOR</b>
GROUP, INC., d/b/a PAR FUNDING, and in	)	<b>INTERPLEADER</b>
all other capacities; and ATLAS MEDSTAFF,	)	
LLC, Defendants.	)	

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COMES NOW Plaintiff and for its causes of actions against Defendants states and alleges:

**INTRODUCTION**

1. Plaintiff, FocusOne Solutions, LLC, is a Nebraska limited liability company. Its principal place of business is in Douglas County, Nebraska.
2. This is an interpleader action filed by Plaintiff due to competing claims to certain funds paid and potentially to be paid to Plaintiff.
3. Plaintiff provides certain staffing services to health care delivery organizations (referred to for convenience as "Providers"). In doing so, Plaintiff contracts with various other entities, typically considered to be staffing entities. The process is roughly similar to a general contractor in a construction situation using one or more subcontractors to help fulfill the general contract.
4. Plaintiff holds currently a gross amount of \$9553.92 that is payable by Plaintiff according to a contract originally with Meridian Medical Staffing, Inc., ("Meridian"), known as an Affiliate Provider Agreement for staffing at Aspirus, Inc. (the "Meridian Contract").

5. Meridian allegedly assigned, sold or otherwise transferred some or all of its accounts receivable and/or contract rights related to the Meridian Contract.

6. Plaintiff, although not admitting that Meridian can without consent assign Meridian Contract rights, has received multiple competing claims to payments under the Meridian Contract from, respectively, Complete Business Staffing Group, Inc., ("CBSG") and Atlas MedStaff, LLC. The amounts claimed by these claimants exceed the amounts originally owed by Plaintiff under the Meridian Contract.

7. Except for an interpleader such as this, Plaintiff is not aware of any way to resolve these claims effectively.

#### **PARTIES, JURISDICTION AND VENUE**

8. Plaintiff has a principal place of business in Omaha, Nebraska.

9. On information and belief: Atlas MedStaff, LLC ("Atlas"), is a Nebraska limited liability company, with a principal place of business at 11159 Mill Valley Road, Omaha, Nebraska, 68154, and with a registered agent in Lincoln, Nebraska. Atlas has no member organized under the laws of Delaware or with a principal place of business in Delaware.

10. CBSG does business as Par Funding and may have other business operations. CBSG is joined in its capacity as Par Funding and in any and all other capacities. On information and belief: CBSG is a Delaware corporation, with a principal business at 20 North 3<sup>rd</sup> Street, Philadelphia, PA, 19106. CBSG may be served with process at a registered agent in Milford, DE.

11. This Court has personal jurisdiction over Defendants per 28 U.S.C. § 1335, which requires only that at least two (2) defendants are citizens of different states and that the value of the property involved exceeds of \$500.00.

12. The amount in controversy herein and value of property involved herein exceeds \$500.00.

13. Venue is proper under 28 U.S.C. § 1391(a) and 1397 because: Atlas, a Defendant, is a Nebraska corporation with a principal place of business in Douglas County, Nebraska; the subject property is located in the District of Nebraska; the contract between Meridian and Plaintiff is enforceable in Douglas County, Nebraska; and Atlas and CBSG have sent demands on Plaintiff to Douglas County, Nebraska.

#### **CLAIM FOR RELIEF**

14. Plaintiff incorporates herein all allegations elsewhere in this Complaint as though set forth fully in this claim for relief.

15. Plaintiff has possession of certain funds arising under the Meridian Contract. Additional funds are expected to arise.

16. Plaintiff intends to deposit funds to which Meridian would be entitled with the Court as part of this action.

17. Attached as Exhibits "A" and "B" hereto are copies of correspondence indicating claims by CBSG and Atlas, respectively.

18. Plaintiff lacks complete knowledge concerning the respective rights of the various claimants to the above-described funds.

19. Plaintiff does not bring this action at the request of any Defendant. Rather, Plaintiff brings this to avoid the cost, action and burden of multiple lawsuits.

20. Plaintiff respectfully requests an Order of the Court: (A) Directing Plaintiff to interplead and deposit \$9553.92 into the registry of the Court pending further determination by the Court pursuant to 28 U.S.C. § 1335, Federal Rule of Civil Procedure 67, and any other pertinent law, less Plaintiff's allowed reasonable attorney fees and other costs as requested in Paragraph 21 hereinafter; and (B) Authorizing Plaintiff to interplead and deposit any net funds under the Meridian Contract Plaintiff may have received or may hereafter receive from the Provider(s) it has contracted with in connection with Meridian's services and to which Meridian would have been entitled, absent Meridian's alleged transfer or other assignment of rights, all pursuant to the foregoing legal authorities.

21. Plaintiff also respectfully requests that in the foregoing Court Order Plaintiff recover its reasonable attorney fees and other costs from that portion of the funds arising under the Meridian Contract that would otherwise be payable by Plaintiff into the registry of this Court; that Plaintiff be discharged from any liability to Defendants upon deposit of funds into the Court; and that each Defendant be restrained or enjoined from instituting any action against Plaintiff for recovery of the pertinent property or any part thereof.

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in its favor by entering:

- a. An Order directing and authorizing Plaintiff to deposit the net amount described in Paragraph 20(A) with the Court pursuant to 28 U.S.C. § 1335;
- b. An Order directing and authorizing Plaintiff to deposit any net funds it receives from Providers under the Meridian Contract in the future, in connection with

Meridian's services and to which Meridian is entitled (but not Plaintiff's entitlement amounts under the Meridian Contract);

c. An Order discharging Plaintiff from any further liability to any party with respect to the subject matter of this action;

d. An Order awarding to Plaintiff reasonable attorney's fees and other costs incurred in interpleader functions and this action via the netting procedure described in Paragraphs 20(A) and 20(B) hereinabove, or, alternatively, if contrary to Plaintiff's understanding of applicable law the Court denies such netting procedure, then by judgment against Defendants herein for such reasonable attorney fees and other costs;

e. An Order restraining or enjoining from instituting any action against Plaintiff for recovery of the pertinent property or any part thereof or any prejudgment or postjudgment remedy requiring any payment from Plaintiff on account of funds to be interpleaded herein; and

f. An Order granting to Plaintiff such other and further relief, if any, as the Court deems just and equitable.

Respectfully submitted, October 4, 2019.

FOCUSONE SOLUTIONS, LLC , Plaintiff

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