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MARCO VELAZQUEZ

15 **UNITED STATES DISTRICT COURT**

16 **EASTERN DISTRICT OF CALIFORNIA**

17 AMERICAN GENERAL LIFE INSURANCE  
18 COMPANY,

19 Plaintiff,

20 v.

21 MARCO ANTONIO VELAZQUEZ, RAMON  
22 VELAZQUEZ AND A.V., a minor,

23 Defendants.

Case No.: 2:16-CV-00513-JAM-CKD

**STIPULATION OF THE PARTIES FOR AN  
ORDER OF DISCHARGE IN  
INTERPLEADER, DISTRIBUTION OF  
FUNDS AND FOR DISMISSAL OF THE  
ACTION WITH PREJUDICE**

Hon. John A. Mendez

24 IT IS HEREBY STIPULATED, by and between plaintiff American General Life Insurance  
25 Company, ("American General"), and defendant Marco Antonio Velazquez, through their  
26 respective attorneys of record, as follows:

27 1. That, on or about November 21, 2013, Ana Rodriguez ("Decedent"), applied for a  
28 term life policy from American General. On the application, Decedent designated defendant



1 Marco Antonio Velazquez as Primary Beneficiary and defendants A.V., child and Ramon  
2 Velazquez, brother-in-law, as contingent beneficiaries. On or about March 2, 2014, American  
3 General issued policy no. YME1703955 with a face value of \$750,000.00 to Decedent;

4 2. That, Decedent died on or about July 17, 2014;

5 3. That, on or about June 4, 2015, nearly one year after Decedent's death, defendant  
6 Marco Antonio Velazquez submitted a Proof of Death Claimant's Statement to recover the proceeds  
7 under the Policy and that said statement was submitted to American General on or about June 8,  
8 2015;

9 4. That, according to the death certificate, the cause of Decedent's death was listed as  
10 "pending toxicology" and "probably drowning." In the Coroner's Use Only section of the death  
11 certificate, the death certificate reflected: "fell and/or submerged in water." In an amendment to the  
12 death certificate signed on November 25, 2014, the death certificate was amended to state cause of  
13 death as "drowning";

14 5. That, on or about June 12, 2015, American General wrote to defendant Velazquez in  
15 response to his submission of the Proof of Death Claimant's Statement and informed him that Life  
16 insurance policies contain a Contestable Provision which allows the Company to review  
17 information provided at the time of application if a loss occurs during the first two policy years, and  
18 that American General was undertaking a contestable review;

19 6. That, on or about June 1, 2015, American General acknowledged receipt of the claim  
20 an provided the Proof of Death Claimant's Statement to insurance agent Israel Lopez. The letter  
21 also requested the beneficiary provide a certified death certificate, the original contract if available,  
22 the obituary if available and to provide a statement of medical history and a HIPAA release;

23 7. That, on or about July 15, 2015, the investigator hired by American General  
24 interviewed defendant Marco Velazquez who informed the interviewer that on June 17, 2014, he  
25 and his wife went fishing on a canal in Colusa California at about 7:00 p.m. After about five  
26 minutes, defendant Velazquez left Decedent fishing on a wooden pier close to the water's edge.  
27 Defendant Marco Antonio Velazquez then drove approximately ½ mile further east to fish at  
28 another location and after about five minutes returned to the location where Decedent had been



1 fishing to find only the fishing pole she was using. At the request of the Sheriff, the interview with  
2 defendant Marco Velazquez was recorded and provided to the Sheriff's Department;

3 8. That, in November of 2015, American General learned that the police investigation  
4 had not been completed and that the circumstances surrounding Decedent's death had not yet been  
5 ascertained. Therefore, on December 10, 2015, American General wrote to defendant Velazquez  
6 and informed him that the Company was still in the process of gathering information surrounding  
7 the circumstances of Decedent's death;

8 9. That, on account of the ongoing nature of the investigation, American General filed  
9 the instant action for interpleader and declaratory relief;

10 10. That, by reason of Decedent's death, the life insurance proceeds under the policy  
11 became due and owing. At the time of Decedent's death, the amount due under the policy was  
12 Seven Hundred Fifty Thousand Dollars (\$750,000.00);

13 11. That, on March 21, 2016, American General deposited the life insurance proceeds  
14 with interest, in the amount of \$763,168.73 with this Court;

15 12. That, on or about August 11, 2016, defendant Marco Antonio Velazquez provided a  
16 letter to from the Colusa County Counsel informing that the Colusa County Sheriff's Office has not  
17 charged defendant Marco Antonio Velazquez with any crimes nor has the Sheriff's office referred  
18 defendant to the District Attorney's office for charges;

19 13. That, American General is, and at all time mentioned in its complaint was ready,  
20 willing, and able, to pay the life insurance proceeds under the Policy to the person or persons  
21 legally entitled thereto, but that by virtue of the ongoing investigation, it could not determine who  
22 was entitled to the proceeds;

23 14. That, American General claims no interest in the life insurance proceeds or any part  
24 thereof, other than as a mere stakeholder of those proceeds, and as a result of the potential  
25 conflicting, but apparently potentially valid claims, is indifferent as to which person should receive  
26 the life insurance proceeds;

27 15. That, American General properly filed the Complaint in Interpleader in good faith  
28 and without collusion with any of the parties hereto to resolve all disputes over the life insurance



1 proceeds;

2 16. That, American General has no other means of protecting itself from the vexation of  
3 duplicative claims and therefore was entitled to interplead the life insurance proceeds into this  
4 Court and to obtain judgment of this Court releasing American General from further participation in  
5 this matter;

6 17. That, American General is a disinterested stakeholder and is indifferent to which  
7 defendant or defendants are entitled to the life insurance proceeds;

8 18. That, this Court has jurisdiction pursuant to 28 U.S.C. 1332 as there are two or more  
9 adverse claimants of diverse citizenship and American General and the life insurance proceeds  
10 exceed the required statutory minimum of \$75,000 as the life insurance proceeds amount to  
11 \$750,000.00, not inclusive of interest;

12 19. That, defendant Marco Antonio Velazquez consents to the jurisdiction of this Court;

13 20. That, American General properly filed the Complaint for Interpleader and  
14 Declaratory Relief in this action and stated a proper cause for interpleader;

15 21. That, American General waives its fees and costs in this matter;

16 22. That, Ramon Velazquez has voluntarily disclaimed any and all interest in the life  
17 insurance proceeds;

18 23. That, having brought this action and deposited the funds with the Court, American  
19 General shall be discharged from any and all liability to defendant Marco Antonio Velazquez as  
20 well as his heirs, successors, assigns, representatives, agents and/or anyone purporting to act on his  
21 behalf, based upon and/or with respect to the terms of the Policy, the benefits payable under the  
22 Policy, the death of Decedent and/or defendant Marco Antonio Velazquez's claim for the death  
23 benefit;

24 24. That, defendant Marco Antonio Velazquez and his heirs, successors, assigns,  
25 representatives, agents and/or anyone purporting to act on their behalf, shall be permanently  
26 restrained and/or prohibited from instituting or prosecuting any proceeding in any state court,  
27 United States Court or administrative tribunal against American General based upon and/or with  
28 respect to the terms of the Policy, the benefits payable under the Policy, and defendant Marco





1 Antonio Velazquez’s claims for the benefits payable under the Policy, and American General’s  
2 handling of the Policy, administration of the Policy or its handling of defendant Marco Antonio  
3 Velazquez’s claims for the life insurance proceeds;

4 25. That, American General is entitled to an Order of Discharge in interpleader in its  
5 favor in this action as to defendant Marco Antonio Velazquez;

6 26. That, the funds on deposit shall be distributed to defendant Marco Antonio  
7 Velazquez in a check made payable as follows: “Law Office of Gerard L. Friend f/b/o Marco  
8 Velazquez” and mailed to The Law Office of Gerard L. Friend, 780 East 17th Street, Los Angeles,  
9 California 90021-3001, Attn.: Gerard L. Friend;

10 27. That, that upon distribution of the funds to defendant Marco Antonio Velazquez, this  
11 action shall be dismissed with prejudice pursuant to Rule 41(A)(ii) of the Federal Rules of Civil  
12 Procedure;

13 28. That, all parties are to bear their own fees and costs with respect to the litigation of  
14 this action, including this Stipulation of Discharge, Distribution of Funds and Dismissal with  
15 Prejudice entered thereon; and

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29. That, the Court may enter an Order of Discharge, Distribution of Funds and Dismissal with Prejudice in this action in the form attached hereto as Exhibit A.

SO STIPULATED

Dated: September 13, 2016

**WILSON, ELSER, MOSKOWITZ,  
EDELMAN & DICKER LLP**

By: /s/ Dennis J. Rhodes  
MICHAEL K. BRISBIN  
DENNIS J. RHODES  
Attorneys for Plaintiff,  
AMERICAN GENERAL LIFE INSURANCE COMPANY

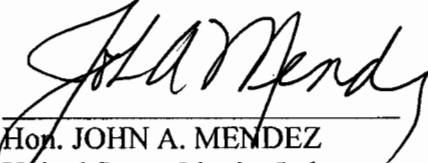
Dated: September 12, 2016

**LAW OFFICES OF GERARD L. FRIEND**

By: /s/ Gerard L. Friend  
GERARD L. FRIEND  
Attorneys for Defendants  
MARCO VELAZQUEZ

IT IS SO ORDERED:

Dated: 9-14-2016

  
Hon. JOHN A. MENDEZ  
United States District Judge



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20 Attorneys for Defendant,

21 MARCO VELAZQUEZ

22 **UNITED STATES DISTRICT COURT**

23 **EASTERN DISTRICT OF CALIFORNIA**

24 AMERICAN GENERAL LIFE INSURANCE  
25 COMPANY,

26 Plaintiff,

27 v.

28 MARCO ANTONIO VELAZQUEZ, RAMON  
VELAZQUEZ AND A.V., a minor,

Defendants.

Case No.: 2:16-CV-00513-JAM-CKD

*JAM*  
~~[PROPOSED]~~ ORDER GRANTING  
STIPULATION OF THE PARTIES FOR AN  
ORDER OF DISCHARGE IN  
INTERPLEADER, DISTRIBUTION OF  
FUNDS AND FOR DISMISSAL OF THE  
ACTION WITH PREJUDICE

Hon. John A. Mendez

29 Upon considering the Stipulation for an Order of Discharge in Interpleader, Distribution of  
30 Funds and for Dismissal with Prejudice between plaintiff American General Life Insurance  
31 Company, ("American General"), and defendant Marco Antonio Velazquez, through their  
32 respective attorneys of record:



1 **IT IS HEREBY ORDERED AND DETERMINED:**

2 1. That, on or about November 21, 2013, Ana Rodriguez (“Decedent”), applied for a  
3 term life policy from American General. On the application, Decedent designated defendant  
4 Marco Antonio Velazquez as Primary Beneficiary and defendants A.V., child and Ramon  
5 Velazquez, brother-in-law, as contingent beneficiaries. On or about March 2, 2014, American  
6 General issued policy no. YME1703955 with a face value of \$750,000.00 to Decedent;

7 2. That, Decedent died on or about July 17, 2014;

8 3. That, on or about June 4, 2015, nearly one year after Decedent’s death, defendant  
9 Marco Antonio Velazquez submitted a Proof of Death Claimant’s Statement to recover the proceeds  
10 under the Policy and that said statement was submitted to American General on or about June 8,  
11 2015;

12 4. That, according to the death certificate, the cause of Decedent’s death was listed as  
13 “pending toxicology” and “probably drowning.” In the Coroner’s Use Only section of the death  
14 certificate, the death certificate reflected: “fell and/or submerged in water.” In an amendment to the  
15 death certificate signed on November 25, 2014, the death certificate was amended to state cause of  
16 death as “drowning”;

17 5. That, on or about June 12, 2015, American General wrote to defendant Velazquez in  
18 response to his submission of the Proof of Death Claimant’s Statement and informed him that Life  
19 insurance policies contain a Contestable Provision which allows the Company to review  
20 information provided at the time of application if a loss occurs during the first two policy years, and  
21 that American General was undertaking a contestable review;

22 6. That, on or about June 1, 2015, American General acknowledged receipt of the claim  
23 an provided the Proof of Death Claimant’s Statement to insurance agent Israel Lopez. The letter  
24 also requested the beneficiary provide a certified death certificate, the original contract if available,  
25 the obituary if available and to provide a statement of medical history and a HIPAA release;

26 7. That, on or about July 15, 2015, the investigator hired by American General  
27 interviewed defendant Marco Velazquez who informed the interviewer that on June 17, 2014, he  
28 and his wife went fishing on a canal in Colusa California at about 7:00 p.m. After about five





1 minutes, defendant Velazquez left Decedent fishing on a wooden pier close to the water's edge.  
2 Defendant Marco Antonio Velazquez then drove approximately ½ mile further east to fish at  
3 another location and after about five minutes returned to the location where Decedent had been  
4 fishing to find only the fishing pole she was using. At the request of the Sheriff, the interview with  
5 defendant Marco Velazquez was recorded and provided to the Sheriff's Department;

6 8. That, in November of 2015, American General learned that the police investigation  
7 had not been completed and that the circumstances surrounding Decedent's death had not yet been  
8 ascertained. Therefore, on December 10, 2015, American General wrote to defendant Velazquez  
9 and informed him that the Company was still in the process of gathering information surrounding  
10 the circumstances of Decedent's death;

11 9. That, on account of the ongoing nature of the investigation, American General filed  
12 the instant action for interpleader and declaratory relief;

13 10. That, by reason of Decedent's death, the life insurance proceeds under the policy  
14 became due and owing. At the time of Decedent's death, the amount due under the policy was  
15 Seven Hundred Fifty Thousand Dollars (\$750,000.00);

16 11. That, on March 21, 2016, American General deposited the life insurance proceeds  
17 with interest, in the amount of \$763,168.73 with this Court;

18 12. That, on or about August 11, 2016, defendant Marco Antonio Velazquez provided a  
19 letter to from the Colusa County Counsel informing that the Colusa County Sheriff's Office has not  
20 charged defendant Marco Antonio Velazquez with any crimes nor has the Sheriff's office referred  
21 defendant to the District Attorney's office for charges;

22 13. That, American General is, and at all time mentioned in its complaint was ready,  
23 willing, and able, to pay the life insurance proceeds under the Policy to the person or persons  
24 legally entitled thereto, but that by virtue of the ongoing investigation, it could not determine who  
25 was entitled to the proceeds;

26 14. That, American General claims no interest in the life insurance proceeds or any part  
27 thereof, other than as a mere stakeholder of those proceeds, and as a result of the potential  
28 conflicting, but apparently potentially valid claims, is indifferent as to which person should receive



1 the life insurance proceeds;

2 15. That, American General properly filed the Counterclaim in Interpleader in good faith  
3 and without collusion with any of the parties hereto to resolve all disputes over the life insurance  
4 proceeds;

5 16. That, American General has no other means of protecting itself from the vexation of  
6 duplicative claims and therefore was entitled to interplead the life insurance proceeds into this  
7 Court and to obtain judgment of this Court releasing American General from further participation in  
8 this matter;

9 17. That, American General is a disinterested stakeholder and is indifferent to which  
10 defendant or defendants are entitled to the life insurance proceeds;

11 18. That, this Court has jurisdiction pursuant to 28 U.S.C. 1332 as there are two or more  
12 adverse claimants of diverse citizenship and American General and the life insurance proceeds  
13 exceed the required statutory minimum of \$75,000 as the life insurance proceeds amount to  
14 \$750,000.00, not inclusive of interest;

15 19. That, defendant Marco Antonio Velazquez consents to the jurisdiction of this Court;

16 20. That, American General properly filed the Counterclaim for Interpleader and  
17 Declaratory Relief in this action and stated a proper cause for interpleader;

18 21. That, American General waives its fees and costs in this matter;

19 22. That, Ramon Velazquez has voluntarily disclaimed any and all interest in the life  
20 insurance proceeds;

21 23. That, having brought this action and deposited the funds with the Court, American  
22 General shall is hereby discharged from any and all liability to defendant Marco Antonio Velazquez  
23 as well as his heirs, successors, assigns, representatives, agents and/or anyone purporting to act on  
24 his behalf, based upon and/or with respect to the terms of the Policy, the benefits payable under the  
25 Policy, the death of Decedent and/or defendant Marco Antonio Velazquez's claim for the death  
26 benefit;

27 24. That, defendant Marco Antonio Velazquez and his heirs, successors, assigns,  
28 representatives, agents and/or anyone purporting to act on their behalf, are hereby permanently



1 restrained and/or prohibited from instituting or prosecuting any proceeding in any state court,  
2 United States Court or administrative tribunal against American General based upon and/or with  
3 respect to the terms of the Policy, the benefits payable under the Policy, and defendant Marco  
4 Antonio Velazquez's claims for the benefits payable under the Policy, and American General's  
5 handling of the Policy, administration of the Policy or its handling of defendant Marco Antonio  
6 Velazquez's claims for the life insurance proceeds;

7 25. That, American General is entitled to an Order of Discharge in interpleader in its  
8 favor in this action;

9 26. That, the funds on deposit shall be distributed to defendant Marco Antonio  
10 Velazquez in a check made payable as follows: "Law Office of Gerard L. Friend f/b/o Marco  
11 Velazquez" and mailed to The Law Office of Gerard L. Friend, 780 East 17th Street, Los Angeles,  
12 California 90021-3001, Attn.: Gerard L. Friend;

13 27. That, that upon distribution of the funds to defendant Marco Antonio Velazquez, the  
14 Clerk of the Court is directed to enter dismissal with prejudice of the entire action as to all causes of  
15 action and all defendants; and

16 28. That, all parties are to bear their own fees and costs with respect to the litigation of  
17 this action, including the Stipulation of Discharge, Distribution of Funds and Dismissal with  
18 Prejudice.


19

20 **IT IS SO ORDERED:**

21

22 Dated: 9-14-2016

23

  
24 Hon. JOHN A. MENDEZ  
25 United States District Judge  
26  
27  
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