

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

JOSEPH DANG d/b/a LAW OFFICE OF  
JOSEPH DANG, an individual,  
  
Plaintiff,  
  
v.  
  
DAVID PONTIER, an individual;  
TEOCO Corporation Group Benefit Plan,  
a self-funded group health plan; TEOCO  
Corporation, a Delaware Corporation;  
UMR Inc., a Delaware Corporation; Glenn  
C. Nusbaum, an individual; Paul E. Kim,  
MD Inc., A California corporation; Kevin  
Yoo, an individual,  
  
Defendants.

Case No.: 19CV1519-GPC(AHG)

**ORDER GRANTING PLAINTIFF’S  
MOTION FOR INTERPLEADER  
DISCHARGE AND INTERPLEADER  
DISBURSEMENT**

**[Dkt. No. 110.]**

Before the Court is Plaintiff Joseph Dang’s (“Dang”) motion for interpleader discharge and interpleader distribution to Defendant David Pontier (“Pontier”), the sole remaining defendant, of \$32,764.62 and any interest deposited into the Court’s Interest Bearing-Registry Account and invested in the Court Registry Investment System. (Dkt. No. 110.) Pontier filed an opposition and Dang filed a reply. (Dkt. Nos 139, 145.)

1 Based on the reasoning below, the Court GRANTS Dang’s motion for interpleader  
2 discharge and interpleader disbursement to the remaining claimant, David Pontier.

3 **Background**

4 On August 13, 2019, Plaintiff Joseph Dang d/b/a/ Law Office of Joseph Dang  
5 (“Plaintiff”) filed a complaint in interpleader, pursuant to 28 U.S.C. § 1335, against  
6 Defendants David Pontier (“Pontier”), TEOCO Corporation Group Benefit Plan, TEOCO  
7 Corporation as Plan Sponsor, UMR Inc., Glenn Nusbaum, D.C. (“Nusbaum”), Paul E.  
8 Kim, M.D. Inc. (“Kim”), and Kevin Yoo, M.D (“Yoo”). (Dkt. No. 1, Compl.) Plaintiff  
9 was in possession of \$32,764.62 in the name of David Pontier, a former client,  
10 representing funds remaining from a personal injury settlement. (*Id.* ¶¶ 12, 13.) All  
11 Defendants made conflicting demands upon Plaintiff for the funds. (*Id.* ¶¶ 15-20.) On  
12 August 22, 2019, an order for interpleader deposit was filed and \$32,764.62 was  
13 deposited into the Court’s Interest-Bearing Registry Account and invested in the Court  
14 Registry Investment System. (Dkt. No. 4.) On April 28, 2020, Defendants TEOCO  
15 Corporation Group Benefit Plan, TEOCO Corporation, and UMR Inc. were dismissed by  
16 way of a joint motion to dismiss. (Dkt. Nos. 60, 63.)

17 On March 10, 2020, Pontier filed his answer to the interpleader complaint. (Dkt.  
18 No. 46.) Defendants Nusbaum, Kim and Yoo did not file answers to the interpleader  
19 complaint. Therefore, on June 25, 2020, entry of default was entered against Nusbaum,  
20 Kim and Yoo. (Dkt. No. 78.) On July 22, 2020, the Court granted Pontier’s motion for  
21 default judgment on the interpleader complaint as to Defendants Nusbaum, Kim and Yoo  
22 but denied Pontier’s request for damages as premature because Dang, in a non-  
23 opposition, reserved all rights to attorney fee recovery in connection to any request for  
24 interpleader discharge. (Dkt. No. 98.)

25 On August 4, 2020, Dang filed a motion for interpleader discharge and  
26 disbursement to Pontier. (Dkt. No. 110.) On November 25, 2020, Dang filed a reply.  
27  
28

1 (Dkt. No 139.) On November 30, 2020, Pontier filed his opposition.<sup>1</sup> (Dkt. No. 145.) In  
 2 the motion for interpleader discharge, Dang does not seek attorney’s fees. Pontier argues  
 3 that the interpleader complaint should be dismissed with prejudice as time barred, the  
 4 funds returned to him and that he be awarded compensation for defending this action.  
 5 (Dkt. No. 145.)

## 6 Discussion

### 7 A. Interpleader Discharge

8 “In an interpleader action, the ‘stakeholder’<sup>2</sup> of a sum of money sues all those who  
 9 might have claim to the money, deposits the money with the district court, and lets the  
 10 claimants litigate who is entitled to the money.” *Cripps v. Life Ins. Co. of N. America*,  
 11 980 F.2d 1261, 1265 (9th Cir. 1992) (citation omitted). “An interpleader action typically  
 12 involves two stages. In the first stage, the district court decides whether the requirements  
 13 for rule or statutory interpleader action have been met by determining if there is a single  
 14 fund at issue and whether there are adverse claimants to that fund.” *Mack v.*  
 15 *Kuckenmeister*, 619 F.3d 1010, 1023 (9th Cir. 2010) (quoting *Rhoades v. Casey*, 196 F.3d  
 16 592 (5th Cir. 1999)). Second, “the district court will then make a determination of the  
 17 respective rights of the claimants. *Id.* at 1023-24.

18 In its prior order on Pontier’s motion for default judgment, the Court concluded  
 19 that at the time the interpleader complaint was filed, it had jurisdiction over it. (Dkt. No.  
 20 98 at 6 (citing 28 U.S.C. § 1335(1) (“Two or more adverse claimants, of diverse  
 21 citizenship . . . are claiming or may claim . . . to be entitled to such money or property”).  
 22 Moreover, the Court found that the “interpleader complaint is well pleaded in that it  
 23  
 24

---

25 <sup>1</sup> Because Pontier is proceeding pro se, he uses the U.S. postal service to submit his filings. Therefore,  
 26 on this motion, Pontier’s opposition was filed after Dang’s reply was filed.

27 <sup>2</sup> A “stakeholder” is the “person or entity who possesses a fund to which adverse claims are made, but  
 28 who personally has no interest in the fund.” *First Interstate Bank of Or. v. United States*, 891 F. Supp.  
 543, 546 n. 5 (D. Or. 1995).

1 adequately alleges competing claims to a single fund at issue.” (*Id.* at 7.) In conclusion,  
2 the Court granted Pontier’s motion for default judgment against Defendants Glenn  
3 Nusbaum, Dr. Paul Kim and Dr. Kevin Yoon. (*Id.* at 10.) Therefore, the first step has  
4 been met.

5       Once a court determines that interpleader is proper and the stakeholder deposits the  
6 res with the court, the court may discharge a disinterested stakeholder from the action by  
7 issuing a judgment in interpleader. 28 U.S.C. § 2361; *First Interstate Bank of Or. v.*  
8 *United States*, 891 F. Supp. 543, 546 (D. Or. 1995) (“First, the court determines the  
9 propriety of interpleading the adverse claimants and relieving the stakeholder from  
10 liability.”). “Discharge [of an interpleader] is normally granted absent bad faith by the  
11 stakeholder.” *Lincoln Nat’l Life Ins. Co. v. Ridgway*, 293 F. Supp. 3d 1254, 1260 (W.D.  
12 Wash. 2018). A “stakeholder must have a good faith belief that there are or may be  
13 colorable competing claims to the stake” which is not an “onerous” requirement.  
14 *Michelman v. Lincoln Nat’l Life Ins. Co.*, 685 F.3d 887, 894 (9th Cir. 2012). The  
15 “threshold to establish good faith is necessarily low so as not to conflict with  
16 interpleader's pragmatic purpose, which is ‘for the stakeholder to protect itself against the  
17 problems posed by multiple claimants to a single fund.’” *Id.*

18       Here, Plaintiff was faced with the prospect of multiple, competing claims upon the  
19 same benefit. (Dkt. No. 1, Compl. at 3.) Thus, interpleader was the proper mechanism  
20 for resolving the competing claims. In opposition, Pontier argues that the statute of  
21 limitations bars the interpleader complaint and should be dismissed. However, on this  
22 motion, the Court is addressing whether Dang may be discharged from the action on the  
23 interpleader complaint.<sup>3</sup> By seeking dismissal of the interpleader complaint, Pontier is  
24 essentially seeking the same relief as Dang which is discharging Dang and disbursing the  
25 remaining funds to Pontier which will terminate the case. Moreover, the statute of  
26

---

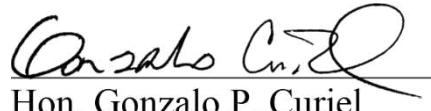
27  
28 <sup>3</sup> The Court notes that Pontier filed counterclaims against Dang and the other defendants that is still pending. (Dkt. Nos. 9, 28.)



1 Registry Investment System. The hearing set on December 18, 2020 shall be **vacated.**

2 IT IS SO ORDERED.

3 Dated: December 15, 2020



Hon. Gonzalo P. Curiel  
United States District Judge

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28