

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION

THE GRAY CASUALTY & SURETY COMPANY,	§	
	§	
	§	
<i>Plaintiff,</i>	§	
	§	Civil Action No. 3:22-cv-0467-x
v.	§	
	§	
GOLD STANDARD MOVING AND STORAGE LLC et al.,	§	
	§	
<i>Defendants.</i>	§	

MEMORANDUM OPINION AND ORDER

The Gray Casualty & Surety Company (“Gray”) filed this interpleader action. Gray now moves to discharge itself as a plaintiff in this matter. [Doc. No. 53]. For the reasons below, the Court **GRANTS** the motion.

I. Factual Background

Gray acted as a surety for a moving company called Gold Standard Moving and Storage LLC (“Gold”). To do so, Gray wrote a bond for \$75,000 that was effective from May 4, 2021 to October 28, 2021. The upshot was that, if Gold incurred liability during the relevant timeframe and then defaulted on a claim against it, Gray would be on the hook for up to \$75,000.

As it happens, between May 4, 2021 and October 28, 2021, Gold incurred liability—lots of liability. According to several aggrieved individuals who sought Gold’s help moving, Gold is not a moving company at all; it’s “a broker” that acts as a

middleman between the customer and the actual moving company.¹ And according to those aggrieved individuals, Gold price gouged days before scheduled moves² and lost items in transit.³ For instance, one individual claims that the truck carrying his belongings was “repossessed” and that his “possessions were donated and disposed of.”⁴

Reading the writing on the wall, Gray filed the instant interpleader action, seeking to deposit the value of its bond—\$75,000—“into the registry of this Court” and naming all known claimants as defendants (the “Defendants”).⁵ On May 2, 2022, Gray deposited that \$75,000 into the Court’s registry. Several claimants have now appeared, and, collectively, they seek significantly more than \$75,000.⁶

Gray now asks the Court to discharge it from the instant action.

II. Legal Standard

District courts have jurisdiction over interpleader actions filed by a company that “issued a [] bond . . . of \$500 or more.”⁷ Such actions “protect a stakeholder . . . from the possibility of multiple claims upon a single fund.”⁸ To resolve an

¹ Doc. No. 17 at 2; *accord* Doc. No. 31 at 1.

² Doc. No. 31 at 1 (alleging that Gold changed the price of moving services “from \$3500 total to nearly \$12,000”).

³ Doc. No. 21 at 4 (“[M]ost of these items never arrived at their end destination. Most of the items were either lost or stolen, and the few items that did make it . . . were severely damaged.”).

⁴ Doc. No. 31 at 2.

⁵ Doc. No. 1 at 4–5.

⁶ *See, e.g.*, Doc. No. 21 at 5 (seeking to recover “\$140,642.51 . . . from and against Gold, to the extent that such damages are not paid from the interpleader funds”).

⁷ 28 U.S.C. § 1335.

⁸ *Wausau Ins. Cos. v. Gifford*, 954 F.2d 1098, 1100 n.1 (5th Cir. 1992) (quoting 28 U.S.C. § 1335).

interpleader action, a court must (1) determine “whether the requirements for [a] statutory interpleader action have been met,” and, if so, (2) determine “the respective rights of the claimants.”⁹ If the Court “concludes that the requirements for interpleader have been met, it may discharge the plaintiff-stakeholder.”¹⁰

III. Analysis

“Statutory interpleader is proper when a (1) stakeholder has a single fund worth at least \$500; (2) where two or more adverse claimants with diverse citizenship are competing for that fund; and (3) the stakeholder has deposited the fund in the Court’s registry.”¹¹ The Court considers each element in turn.

First, “a single, identifiable fund is a prerequisite to an interpleader action.”¹² Unlike some cases involving multiple “funds encompassing different periods during a [multiple]-year span,”¹³ the fund at issue is \$75,000, the “penal sum” of a single bond that “Gray wrote . . . on behalf of Gold” and that covered the time period between May 4, 2021 and October 28, 2021.¹⁴ That’s a single fund.

Second, at least two claimants are diverse. As Gray notes, at least one claimant “is a citizen of Texas” while another “is a citizen of New York.”¹⁵ Further,

⁹ *Auto Parts Mfg. Miss., Inc. v. King Const. of Hous., L.L.C.*, 782 F.3d 186, 193 (5th Cir. 2015) (cleaned up).

¹⁰ *Berry v. Banner Life Ins. Co.*, 718 F. App’x 259, 263 (5th Cir. 2018) (per curiam).

¹¹ *Am. Gen. Life Ins. Co. v. Corzo*, No. 3:20-CV-3572-B, 2021 WL 1222135, at *1 (N.D. Tex. Apr. 1, 2021) (Boyle, J.) (cleaned up).

¹² *Gifford*, 954 F.2d at 1100.

¹³ *Id.* at 1101.

¹⁴ Doc. No. 1 at 4.

¹⁵ *Id.*

those claimants are “adverse” and “competing for th[e] fund.”¹⁶ Each claimant wants a portion of the fund, and yet each claimant cannot get the amount he seeks since, together, they seek more than \$75,000.¹⁷

Third, Gray has deposited that \$75,000 into the Court’s registry.

In sum, because Gray meets the requirements for statutory interpleader, the Court “may discharge the plaintiff-stakeholder.”¹⁸ Accordingly, the Court **DISCHARGES** Gray from this action.¹⁹

Gray also asks the Court to issue injunctive relief. A district court may “issue a permanent injunction in an interpleader action when it discharges a plaintiff from further liability.”²⁰ Specifically, 28 U.S.C. § 2361 authorizes the Court to restrain all claimants “from instituting or prosecuting any proceeding . . . affecting the property . . . involved in the interpleader action until further order of the court.” Accordingly, the Court **ORDERS** the following injunctive relief:

- (1) Gray is discharged from liability to the Defendants—and to all other claimants—in any way related to The Gray Casualty & Surety Company Bond No. GSC0602441 issued to Gold (“the Bond”) or to the handling or processing

¹⁶ *Corzo*, 2021 WL 1222135, at *1.

¹⁷ The fact that each potential claim arises from a different set of facts is irrelevant. *See Auto Parts*, 782 F.3d at 193 (“Such an action may be entertained although the titles or claims of the conflicting claimants do not have a common origin, or are not identical, but are adverse to and independent of one another.” (cleaned up)).

¹⁸ *Berry*, 718 F. App’x at 263; *see also* 28 U.S.C. § 2361 (recognizing that the “district court . . . may discharge the plaintiff from further liability”).

¹⁹ *See Auto Parts*, 782 F.3d at 196 (recognizing that the district court should discharge the interpleader-plaintiff “*from the action*” (emphasis added)).

²⁰ *Id.* at 192.

of claims made under the Bond.

- (2) Defendants—and all other claimants—may not institute against Gray any proceeding in any state or United States Court or administrative tribunal in any way related to the Bond.
- (3) Gray is dismissed with prejudice from all further appearances or actions in this case and from all liability for costs in this matter.

IV. Conclusion

The Court **GRANTS** Gray's motion, **DISCHARGES** Gray as provided above, and **ENJOINS** the claimants as provided above.

IT IS SO ORDERED this 23rd day of January, 2023.

A handwritten signature in black ink, appearing to read "Brantley Starr", written over a horizontal line.

BRANTLEY STARR
UNITED STATES DISTRICT JUDGE