

1 THE HONORABLE JOHN C. COUGHENOUR

2
3
4
5
6 UNITED STATES DISTRICT COURT
7 WESTERN DISTRICT OF WASHINGTON
8 AT SEATTLE

9 STANDARD INSURANCE COMPANY,

CASE NO. C14-0134-JCC

10 Plaintiff,

ORDER

11 v.

12 PAULA ASUNCION, *et al.*,

13 Defendant.
14

15 This matter comes before the Court on Plaintiff Standard Insurance Company's
16 unopposed motion for dismissal, discharge, and an award of attorney's fees and costs in this
17 interpleader action. (Dkt. No. 16). Having thoroughly considered Plaintiff's briefing and the
18 relevant record, the Court finds oral argument unnecessary and hereby GRANTS the motion.

19 **I. BACKGROUND**

20 This interpleader action involves the conflicting claims of Defendants Paula Asuncion,
21 Donna Marie Whitaker, Thomas Henderson, Martin Lee Henderson Oroshiba, and Calvin John
22 Henderson to life insurance proceeds in the amount of \$20,000. John Charles Henderson, the life
23 insurance policy holder, passed away on August 15, 2013. After his death, his ex-wife Paula
24 Asuncion made a claim to Plaintiff Standard Insurance Company that she is entitled to the
25 benefits as the designated beneficiary under the Policy. Mr. Henderson's surviving siblings—
26 Donna Marie Whitaker, Thomas Henderson, Martin Lee Henderson Oroshiba, and Calvin John

1 Henderson—have also claimed entitlement to the policy benefits. (See Dkt. Nos. 1 at ¶¶ 1–10; 9
2 at ¶¶ 1–4; 14 at 1–2.) Standard encouraged the named defendants to resolve their conflicting
3 claims amongst themselves, but the claimants could not do so. Plaintiff, fearing that it would
4 exposed to conflicting claims and double liability, filed the instant Complaint in Interpleader on
5 January 28, 2014. (Dkt. No. 1.) Standard also delivered a check in the amount of \$20,872.80 to
6 the Clerk of Court on February 4, 2014, which represents the disputed insurance proceeds
7 together with statutory interest. (Dkt. No. 17 at ¶ 3.) With the exception of Paula Asuncion, who
8 was served with process on March 30, 2014 (Dkt. No. 13), all other defendants waived service of
9 process. (Dkt. Nos. 4–6, 8.) Defendants Donna Marie Whitaker and Thomas Henderson are the
10 only named defendants to have appeared and filed an answer to the Complaint.¹ No defendant
11 opposes Plaintiff’s instant motion for dismissal, discharge, and attorneys’ fees.

12 **II. DISCUSSION**

13 Interpleader allows a plaintiff stakeholder to sue all those parties who are asserting or
14 might assert claims to a common fund or property held by the stakeholder, and forces the
15 claimants to litigate who is entitled to the funds or property before the same judge. *Cripps v. Life*
16 *Ins. Co. of North America*, 980 F.2d 1261, 1265 (9th Cir. 1992); *see generally* 28 U.S.C. § 1335.
17 The purpose of such an action is to shield the uninterested stakeholder from the costs of
18 unnecessary, multiple litigations by parties with competing claims. *See Aetna Life Ins. Co. v.*
19 *Bayona*, 223 F.3d 1030, 1034 (9th Cir. 2000). Under 28 U.S.C. § 1335, the Court has jurisdiction
20 to entertain an interpleader action if (i) the money or property at issue is valued at \$500 or more;
21 (ii) two or more adverse claimants of diverse citizenship claim to be entitled to the money or
22 property; and (iii) the plaintiff has deposited the disputed funds into the registry of the court. *See*
23 28 U.S.C. § 1335. Where an interpleader action is brought pursuant to § 1335, the Court has
24

25
26 ¹ Defendant Donna Marie Whitaker also filed a motion for default against the non-appearing defendants.
That motion is not the subject of this order, as the Court must first determine whether it may appropriately exercise
jurisdiction over Plaintiff’s Complaint in Interpleader.

1 authority to enjoin the defendant-claimants from prosecuting any other claims against the
2 plaintiff relating to the benefit under the insurance policy at issue. *See* 28 U.S.C. § 2361. Finally,
3 the Ninth Circuit has recognized that a plaintiff “in an action in the nature of interpleader . . .
4 should be awarded attorney fees for the services of his attorneys in interpleading.” *Schrimer*
5 *Stevedoring Co. Ltd. v. Seaboard Stevedoring Corp.*, 306 F.2d 188, 194 (9th Cir. 1962).

6 Here, Plaintiff’s interpleader action is proper under § 1335. The disputed insurance
7 proceeds total \$20,000 and have been deposited with the Clerk of Court, and at least two of the
8 defendant-claimants are of diverse citizenship. (*See* Dkt. No. 1 at 1–2; 17 at 2.) Indeed, Plaintiff
9 has disclaimed any interest in the Policy proceeds and encouraged the defendant-claimants to
10 resolve their dispute amongst themselves to no avail; instead, it is now subject to the potential
11 threat of multiple, conflicting claims. As a disinterested stakeholder, Plaintiff is entitled to be
12 discharged from liability. *See, e.g., General Electric Capital Assurance v. Van Norman*, 209 F.
13 Supp. 2d 668, 670 (S.D. Texas 2002); *Standard Insurance Co. v. Nelson*, No. C07-0140, 2007
14 WL 1453099 (W.D. Wash. May 17, 2007). Additionally, Plaintiff’s request for an injunction
15 under § 2361 is well founded. Defendants will be enjoined from prosecuting any action against
16 Standard relating to the Policy proceeds, and must instead make their claims to the fund before
17 this Court. *See* 28 U.S.C. § 2361. Finally, because Plaintiff acted in good faith and no Defendant
18 has opposed its request, Standard is entitled to its reasonable attorneys’ fees and costs incurred in
19 bringing this action. *See Trustees of the Directors Guild of America-Producer Pension Benefits*
20 *Plan v. Tise*, 234 F.3d 415, 426 (9th Cir. 2000).

21 **III. CONCLUSION**

22 For the foregoing reasons, Plaintiff’s motion for dismissal, discharge, and attorneys’ fees
23 and costs (Dkt. No. 16) is GRANTED. The Court accordingly ORDERS as follows:

24 (1) Plaintiff Standard Insurance Company is hereby DISMISSED with prejudice from
25 this action and discharged from any and all liability relating to the proceeds of the Group Life
26 Insurance Policy at issue in this litigation.

1 (2) Defendants are hereby enjoined from prosecuting any action or commencing any
2 claim against Standard relating to the proceeds of the Group Life Insurance Policy at issue in this
3 action, and instead, shall make their claims to the fund in the Court's Registry within thirty (30)
4 days of the date of this Order.

5 (3) Plaintiff's request for an award of costs and reasonable attorneys' fees is granted.
6 Standard shall file a motion setting forth the specific amount requested with supporting
7 documentation within fourteen (14) days of the date of this Order.

8 DATED this 18th day of June 2014.

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26



John C. Coughenour
UNITED STATES DISTRICT JUDGE