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Attorney for Plaintiff
AMERICAN GENERAL LIFE
INSURANCE COMPANY

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

AMERICAN GENERAL LIFE
INSURANCE COMPANY,

Plaintiff,

vs.

DARYL P. ALEXANDER, M.D.,
INDIVIDUALLY AND AS EXECUTOR
OF THE ESTATE OF GEORGE
ALEXANDER, AND

WELLS FARGO DELAWARE TRUST
COMPANY, N.A., TRUSTEE OF PF
PARTICIPATION FUNDING TRUST.

Defendants.

Case No.

**COMPLAINT FOR
INTERPLEADER RELIEF**

Plaintiff American General Life Insurance Company, by its undersigned attorney,
hereby files its Complaint for Interpleader Relief pursuant to Fed. R. Civ. P. 22, 28 U.S.C.
§ 1332 and 28 U.S.C. § 1335 against Daryl P. Alexander, M.D., and Wells Fargo
Delaware Trust Company, N.A., and states as follows:

Parties

1. Plaintiff American General Life Insurance Company (“American General”)

1 is a Texas insurance company with its principal place of business in Houston, Texas.

2 2. Defendant Daryl P. Alexander, M.D. (“Dr. Alexander”) is a citizen and
3
4 resident of the State of California, residing in Los Angeles County.

5 3. Wells Fargo Delaware Trust Company, N.A. (“Wells Fargo”) is a national
6
7 banking association with its principal place of business in Wilmington, Delaware.

8 **Jurisdiction and Venue**

9 4. This Court has original jurisdiction pursuant to 28 U.S.C. § 1335. American
10
11 General has in its custody or possession, money or property valued greater than \$500 to
12
13 which two or more adverse claimants of diverse citizenship may claim to be entitled.
14
15 Defendant Dr. Alexander is a citizen of California, and Defendant Wells Fargo is a citizen
16 of Delaware. Furthermore, as set out below, the matter in controversy exceeds the sum
of \$500, exclusive of interest and costs.

17 5. This Court also has original jurisdiction pursuant to 28 U.S.C. § 1332(a)(1).
18
19 Complete diversity of citizenship is present as American General is a citizen of Texas,
20
21 Defendant Dr. Alexander is a citizen of California, and Defendant Wells Fargo is a citizen
22 of Delaware. Furthermore, as set out below, the matter in controversy exceeds the sum
23 of \$75,000, exclusive of interest and costs.

24 6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because at least
25
26 one of the Defendants resides in Los Angeles County, California, which is in the Central
27 District of California, Western Division pursuant to 28 U.S.C. § 84(c)(2).

28 **Factual Background**

1 7. In December of 2008, George Alexander (the “Decedent”) applied for a life
2 insurance policy with American General. *See* Application, attached hereto as **Exhibit A**.

3
4 8. The Application designated The George Alexander 2008 Irrevocable Trust
5 as the Policy owner and beneficiary. *See id.*

6
7 9. Based on the Application, on December 28, 2008, American General issued
8 Universal Life Policy No. UM0062172L on the life on the Decedent (the “Policy”), with
9 a Death Benefit of 3,500,000. *See* Policy, attached hereto as **Exhibit B**.

10
11 10. On or about January 28, 2009, American General received an Assignment
12 Form assigning the Policy to First Bank of Delaware, C/O Fortris Financial, LLC.

13 11. In September of 2011, American General received a Change of Ownership
14 Request designating First Bank of Delaware, C/O Fortris Financial, LLC as the new
15 Policy owner. *See* COO Request Confirmation Letter, attached hereto as **Exhibit C**.

16
17 12. In September of 2013, American General received a Release of Assignment
18 Request from First Bank of Delaware, C/O Fortris Financial, LLC. *See* Release
19 Confirmation Letter, attached hereto as **Exhibit D**.

20
21 13. On or about January 8, 2014, American General received a Change of
22 Ownership Request designating PF Participation Funding Trust, C/O Fortris Financial,
23 LLC as the new Policy owner. *See* 1/8/14 COO Request, attached hereto as **Exhibit E**.

24
25 14. Wells Fargo Delaware Trust Company is Trustee of PF Participation
26 Funding Trust. *See id.*

27
28 15. On or about January 29, 2014, American General received a Change of

1 Beneficiary Request designating PF Participation Funding Trust as the new Policy
2 beneficiary. *See* 1/29/14 COB Request, attached hereto as **Exhibit F**.

3
4 16. Upon information and belief, the Decedent passed away July 24, 2022.

5 17. Upon information and belief, Dr. Alexander is the Executor of the
6 Decedent's estate.

7
8 18. On or about July 29, 2022, American General received a letter from
9 Defendant Dr. Alexander asserting that the Death Benefit should be paid to the
10 Decedent's estate because the Policy assignments were procured by fraud. *See* Dr.
11 Alexander 7/29/22 Letter, attached hereto as **Exhibit G**.

12
13 19. American General subsequently received an email from Defendant Dr.
14 Alexander's attorney stating, "Do not pay claim to alleged owner, if you do you proceed
15 at your peril." *See* Les Weinstein Email, attached hereto as **Exhibit H**.

16
17 20. On or about November 1, 2022, American General received a claim form
18 from PF Participation Trust requesting payment of the Death Benefit. *See* Claim Form,
19 attached hereto as **Exhibit I**.

20
21
22 **CAUSE OF ACTION**
23 **[Interpleader Relief]**

24 21. American General incorporates Paragraphs 1-20 by reference.

25 22. At the time of the Decedent's death, PF Participation Funding Trust was the
26 Policy owner and beneficiary.

27 23. As such, American General would normally pay the Death Benefit to PF
28 Participation Funding Trust.

1 24. However, Defendant Dr. Alexander has asserted a claim to the Death
2 Benefit and alleges that the Policy assignments were procured by fraud and has
3 threatened suit if American General pays the Death Benefit to PF Participation Funding
4 Trust.

5 25. Therefore, there exists actual or potential rival, adverse, and conflicting
6 claims to the Death Benefit described above, and American General is unable to
7 discharge its admitted liability without exposure to multiple liability, multiple litigation,
8 or both.

9 26. American General is an innocent stakeholder seeking to interplead funds
10 into the Court's Registry to resolve conflicting claims and the potential for multiple
11 litigations relating to the benefits due and owing under the Policy.

12 27. American General neither has, nor claims, any interest in the death benefit
13 under the Policy, and at all times has been willing to pay the Death Benefit to the person
14 or persons entitled to them.

15 28. American General should not be compelled to become involved in the
16 dispute or contentions of competing claimants, and the competing claimants should be
17 ordered to litigate amongst themselves without further involvement of American
18 General.

19 29. American General has in no way colluded with any of the parties named
20 herein concerning the matters of this case. American General has filed this Complaint for
21 Interpleader Relief on its own free will to avoid multiple liability, multiple litigation, or
22 both.

23 30. American General will seek leave to deposit into the registry of the Court
24 the benefits due and owing under the Annuity, plus accrued interest, if any.

25 31. American General alleges that it is entitled to interpleader relief pursuant to
26 28 U.S.C. § 1335 and Fed. R. Civ. P. § 22 and further alleges that it is entitled to recover
27 reasonable attorneys' fees and costs as a result of these proceedings.

28 **RELIEF REQUESTED**

1 WHEREFORE, Plaintiff American General Life Insurance Company requests the
2 following relief:

- 3 A. That Defendants be enjoined from instituting or prosecuting American General
4 in any proceeding in any state or United States Court or administrative tribunal
5 relating to the death benefits payable under American General contract number
6 UM0062172L and on account of the death of George Alexander, and that said
7 injunction issue without bond or surety;
- 8 B. The Defendants be required to make full and complete Answer to this
9 Complaint for Interpleader relief, setting forth to which party the death benefits
10 belong, or any part thereof rightfully belong, and how they make their claims
11 thereto;
- 12 C. That this Court determine and declare the rights of the Defendants to the death
13 benefits due and owing under American General contract number
14 UM0062172L;
- 15 D. That this Court discharge American General of and from any and all further
16 liability under American General contract number UM0062172L and on
17 account of the death of George Alexander;
- 18 E. That this Court excuse American General from further attendance upon this
19 cause and dismiss American General from this case, with prejudice;
- 20 F. That this Court enter an order awarding American General its attorneys' fees
21 and costs in connection with this action, to be deducted from the death benefit
22 due and owing under American General contract number UM0062172L;
- 23 G. That this Court grant American General such other and further relief as this
24 Court deems just and equitable.

25 Dated: February 7, 2023

BRESSLER, AMERY & ROSS, P.C.

26 By /s/ Randi Perry Spallina

27 Randi Perry Spallina
28 Attorney for Plaintiff
AMERICAN GENERAL LIFE
INSURANCE COMPANY

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2 Defendant Daryl P. Alexander, M.D., to be served by personal service at:

3 Daryl P. Alexander, MD
4 13122 Valley Vista Blvd.
5 Studio City, CA 91604

6 Defendant Wells Fargo Delaware Trust Company, N.A. to be served by personal service
7 at:

8 Wells Fargo & Company
9 Law Department, Trust Section
10 Sixth and Marquette, 17th Floor
11 Minneapolis, MN 55479
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