

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 25-61436-CIV-DAMIAN/Valle

AUGUSTAR LIFE INSURANCE
COMPANY,

Plaintiff,

v.

JORGE SOBRINO SANCHEZ, *et al.*,

Defendants.

**ORDER GRANTING UNOPPOSED MOTION FOR
ORDER OF DISCHARGE IN INTERPLEADER [ECF NO. 31]**

THIS CAUSE came before the Court upon Plaintiff Augustar Life Insurance Company's ("Plaintiff") Unopposed Motion for Order of Discharge in Interpleader [ECF No. 31 (the "Motion")], filed on November 25, 2025.

THE COURT has reviewed the Motion, the record, the applicable law, and is otherwise fully advised. For the reasons discussed below, the Motion is granted.

I. BACKGROUND

Plaintiff initiated this interpleader action on July 16, 2025, to resolve competing beneficiary claims associated with two life insurance policies. *See generally* Compl. [ECF No. 1]. Plaintiff alleges that it issued two Whole Life Insurance Policies ("Policy 1" is #1750982, "Policy 2" is #1762881, and they are referred to collectively as the "Policies") to Victoria Sobrino Sanchez (the "Decedent"), which entitle the Policies' beneficiaries to death benefit proceeds if the Decedent passed away while the Policies were in force. *Id.* ¶¶ 8-10.

When Decedent passed away, Plaintiff received Death Claim Forms from Defendants Jorge Sobrino Sanchez, Andrei Sanchez, and Sandy Sanchez (collectively, "Sanchez Family"), asserting actual or potential claims to the net death benefit of the Policies. *Id.* ¶¶ 16-18. Plaintiff

also received a claim of entitlement to benefits under the Policies from Therapies 4 Kids, Inc. (collectively with the Sanchez Family, “Defendants”) based on a judgment against the Decedent and in favor of Therapies 4 Kids, Inc. in Broward Circuit Court. *Id.* ¶ 19. The net death benefit for Policy 1 is \$71,752.65, and the net death benefit for Policy 2 is \$110,657.04. *Id.* ¶¶ 15-16. According to Plaintiff, the Defendants’ claims as to the Policies are adverse to and in conflict with each other, which makes Plaintiff unable to discharge its admitted liability under the Policies without exposing itself to litigation and liability. *Id.* ¶¶ 22-24.

Defendants timely responded to the Complaint, affirming their adverse and conflicting claims. *See* ECF Nos. 19, 22. Around the time the Defendants answered, Plaintiff filed an Unopposed Motion for Leave to Deposit Its Admitted Liability in the Court’s Registry [ECF No. 21], which this Court granted on October 15, 2025. [ECF No. 23 (“October 15 Order”)]. Plaintiff deposited \$187,386.86 into the court registry on October 24, 2025. [ECF No. 24].

In the Motion now before the Court, Plaintiff requests to be discharged from this action because it is a disinterested stakeholder and has already deposited all the funds in controversy into the court registry. *See generally* Mot. Plaintiff does not seek attorneys’ fees or costs, and all Defendants consent to the relief Plaintiff seeks. *See id.* at 5-6.

II. DISCUSSION

Interpleader is designed to protect disinterested stakeholders from harassment in the face of multiple claims against the same funds and to relieve the disinterested stakeholder from assessing which claim, among many, has merit. *State Farm Fire & Cas. v. Tashire*, 386 U.S. 523, 534 (1967). The purpose of an interpleader action is to “allow the contesting parties to have their rights determined in a court of equity so as to protect the plaintiff from double liability, and to preserve the rights of any claimant to the fund[.]” *Johnson v. Johnson*, 139 F.2d 930, 933 (5th Cir. 1943); *see also Center Partners Mgmt., Ltd. v. Cache, Inc.*, 657 F. Supp. 48, 49 (S.D. Fla. 1986)

(Spellman, J.). Further, the Supreme Court has stated that the federal interpleader statute “is remedial and to be liberally construed.” *Tashire*, 386 U.S. at 533.

An interpleader action typically involves two stages. “At the first stage, the court determines whether interpleader is proper and whether to discharge the stakeholder from further liability to the claimants. At the second stage, the court evaluates the respective rights of the claimants to the interpleaded funds.” *Ohio Nat’l Life Assur. Corp. v. Langkau*, 353 F. App’x 244, 248 (11th Cir. 2009) (internal citations omitted); see *Podhurst Orseck, P.A. v. Servicios Legales de Mesoamerica S. de R.L.*, 699 F. Supp. 2d 1344, 1349 (S.D. Fla. 2010) (Gold, J.) (“In the first stage, the district court decides whether the requirements for a rule or statutory interpleader action have been met by determining if there is a single fund at issue and whether there are adverse claimants to that fund.”). “When the court decides that interpleader is available, it may issue an order discharging the stakeholder, if the stakeholder is disinterested.” *Langkau*, 353 F. App’x at 248.

“Once the plaintiff deposits the funds with the court, ‘all legal obligations to the [] claimants are satisfied,’ and the court enters ‘a discharge judgment on behalf of the [plaintiff].’” *McBride v. McMillian*, 679 F. App’x 869, 871 (11th Cir. 2017) (quoting *In re Mandalay Shores Co-op. Hous. Ass’n*, 21 F.3d 380, 383 (11th Cir. 1994)). “The district court also has the authority to enter a permanent injunction to restrain all claimants from instituting any proceeding against the interpleader plaintiff concerning the res of the interpleader action.” *Id.*; see *State Farm Fire & Cas. Co. v. Tashire*, 386 U.S. 523, 534 (1967) (noting the purpose of enjoining suits under interpleader statute is to protect the interpleader plaintiff from “vexatious and multiple litigation”).

The practice of discharging disinterested stakeholder plaintiffs from interpleader actions “is particularly common in cases involving competing claims to life insurance proceeds where the interpleading insurers—as disinterested stakeholders—deposit the res into the court’s registry and request immediate dismissal from the action (as well as fees and costs incurred in connection

therewith).” *Podhurst Orseck*, 699 F. Supp. 2d at 1349; *see United States v. Sentinel Fire Ins. Co.*, 178 F.2d 217, 224 (5th Cir. 1950) (noting that “plaintiffs in [an] interpleader suit [can be] dismissed before final decree”).

In the October 15 Order, this Court found that it had subject matter jurisdiction over this action as the parties on both sides of the action were diverse. *See* Oct. 15 Order at 4 (citing 28 U.S.C. § 1332(a)(1)). Now that the underlying *res* has been deposited into the court registry (*see* ECF No. 24) and Plaintiff asserts that it is a disinterested stakeholder, and noting that the Defendants to not object to the relief sought in the Motion, this Court finds that Plaintiff has shown it is entitled to discharge from this suit.

III. CONCLUSION

Finding that that Plaintiff is entitled to discharge from this action and protection from multiple litigation, it is hereby

ORDERED AND ADJUDGED that the Motion [ECF No. 31] is **GRANTED**. Plaintiff Augustar Life Insurance Company and/or its agents are hereby discharged from any and all liability or responsibility for any and all claims or causes of action brought by any of the Defendants, whether now existing or later accruing, and whether brought currently or in the future, that arise out of the Policies and/or their proceeds (“Proceeds”). Plaintiff is not entitled to its attorneys’ fees and expenses for bringing this action. Plaintiff’s counsel of record may accept service of any third-party discovery requests in this action issued to Augustar Life Insurance Company by any Defendant in this action.

Plaintiff is hereby **DISMISSED** from this case and the Clerk of Court shall **TERMINATE** Plaintiff as a party to this action. It is further

ORDERED that Defendants shall interplead as to their rights and settle or litigate between themselves their claims and rights to the Proceeds. Defendants shall not institute any

action or proceeding against Plaintiff and/or its agents in relation to the Policies and/or the Proceeds which are the subject of this case.

DONE AND ORDERED in Chambers in the Southern District of Florida, this 1st day of December, 2025.



MELISSA DAMIAN
UNITED STATES DISTRICT JUDGE