

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

THE HUNTINGTON NATIONAL BANK

Case No. 6:18-cv-704-021-TBS

Plaintiff,

v.

JESUS FILM PROJECT and
THE ESTATE OF GLORIA JUNE LEIDIGH

Defendants.

COMPLAINT FOR INTERPLEADER

Plaintiff The Huntington National Bank ("Huntington"), by and through its counsel, and for its Complaint for Interpleader, alleges as follows:

Nature of Action

1. Huntington brings this action in order to interplead the funds Huntington holds in a payable-on-death account, which funds are the subject of competing claims by Defendants.

Parties

2. Huntington is a financial and banking institution with its corporate headquarters in Columbus, Ohio and with branches throughout the United States, including a branch at 135 East Liberty Street, Wooster, Ohio 44691 (the "Wooster Branch"). The Wooster Branch was formerly a branch of FirstMerit Bank, N.A. ("FirstMerit"). In 2016, Huntington acquired FirstMerit and thus the Wooster Branch is now a part of Huntington.

3. Upon information and belief, Jesus Film Project creates films designed to introduce Christianity to communities around the world. Jesus Film Project is affiliated with Campus Crusade for Christ, Inc.

4. The Estate of Gloria June Leidigh (the “Estate”) is the estate of decedent Gloria June Leidigh (“Leidigh”), who died testate on October 20, 2017 in Seattle, Washington. Leidigh’s will (the “Will”) has been admitted to probate in the Superior Court of Washington for King County, Case No. 17-4-07020-1SEA, and Care Planning Associates d/b/a Private Client Representatives has been appointed as the Personal Representative of the Estate.

Jurisdiction and Venue

5. This Court has jurisdiction over this matter and the parties thereto pursuant to 28 U.S.C. § 1335, 28 U.S.C. § 2361, and Fed. R. Civ. P. 4(k)(1)(C).

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1397 because the Jesus Film Project resides in this judicial district.

Count I: Statutory Interpleader

7. Huntington restates the foregoing paragraphs as if fully set forth herein.

8. On or about December 30, 1998, Leidigh purchased a certificate of deposit (the “CD”), which CD was held by FirstMerit at the Wooster Branch. On or about June 5, 2009, Leidigh added “Campus Crusade Jesus Film Project” as a payable-on-death beneficiary of the CD (the “POD Account”). Upon information and belief, this entity is the same as the Jesus Film Project. A redacted copy of the Account Agreement reflecting this process is attached as Exhibit A.

9. Huntington subsequently acquired FirstMerit and presently holds approximately \$167,045.87 in the POD Account, including interest accrued annually through September 30, 2017.

10. Payable-on-death accounts in Ohio are governed in pertinent part by Section 2131.10 of the Ohio Revised Code (the “POD Statute”), which calls such accounts “written

contracts” between an account owner and a bank. The POD Statute confers a “right” on the owner to designate a change in beneficiary, but confirms that no interest of the beneficiary vests until the owner dies. The POD Statute makes clear that “[n]o change in the designation of the beneficiary shall be valid unless executed in the form and manner prescribed by the bank.”

11. Leidigh later executed the Will on May 15, 2017 in the State of Washington. A copy of the Will is attached as Exhibit B.

12. The Will includes, at Section 3.3, a “superwill” provision pursuant to Section 11.11.020 of the Revised Code of Washington, stating that “in the event I have added beneficiary designations to any bank accounts . . . I hereby supercede all such beneficiary designations with the instruction that all of my nonprobate assets shall be distributed pursuant to the terms and conditions of the [W]ill.” Section 3.4 of the Will gives the residue of Leidigh’s net estate to 10 persons and/or entities, none of whom are the Jesus Film Project, in shares from 4% to 19%.

13. In essence, Washington’s superwill statute provides that any nonprobate assets designated before the date of the will automatically belong to the testamentary beneficiary(ies) named in the will. A “nonprobate asset” includes a “payable on death . . . bank account.” Wash. Rev. Code § 11.02.005(10).

14. Leidigh made no change in the designation of the beneficiary of the POD Account after she executed the Will and before she died on October 20, 2017.

15. Attorney Haslam, on behalf of the Personal Representative of the Estate, has made a claim to the funds in the POD Account, relying on the terms of the Will.

16. Jesus Film Project has also made a claim to the funds in the POD Account, relying on the language of the POD Statute.

17. Huntington is unable to determine which Defendant is legally entitled to the funds in the POD Account, which determination may involve constitutional questions under the Full Faith and Credit Clause of the United States Constitution (art. IV, sec. 1), or the Contracts Clauses of the United States Constitution (art. I, sec. 10); the Ohio Constitution (art. II, sec. 28); or the Washington Constitution (art. I, sec. 23), among other issues of law.

18. Huntington has been unable to resolve Defendants' competing claims and, therefore, cannot distribute the funds in the POD Account without exposing itself to liability.

19. Huntington is a mere stakeholder. It has no interest in the funds in the POD Account. It requests this Court to determine to whom the funds should be paid.

20. Huntington remains ready, willing, and able to disburse the funds in the POD Account to whichever Defendant the Court shall designate.

21. Upon order of the Court, Huntington will deposit the funds in the POD Account with the Clerk of this Court, for distribution in accordance with the judgment of this Court.

WHEREFORE, Huntington prays for judgment as follows:

A. Restraining Defendants, pursuant to 28 U.S.C. § 2361, from instituting other actions for the funds in the POD Account;

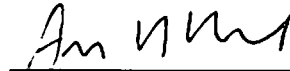
B. Requiring Defendants to answer this Complaint and to litigate their claims to the funds in the POD Account between themselves;

C. Permitting Huntington to deposit, pursuant to Fed. R. Civ. P. 67, Local Rule 4.16, and 28 U.S.C. § 2041, the funds in the POD Account with the Clerk of this Court to be paid out as the Court directs pursuant to Local Rule 4.16 and 28 U.S.C. § 2042;

D. Discharging Huntington from any further liability upon deposit of the funds in the POD Account with the Clerk of this Court;

- E. Relieving Huntington of any further obligation to appear or prosecute this action upon deposit of the funds in the POD Account with the Clerk of this Court;
- F. Awarding Huntington its costs and attorneys' fees; and
- G. Awarding Huntington any other and further relief that this Court deems just and proper.

Respectfully Submitted,



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