

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

ALAN CATALANI, STEVEN CATALANI, §  
AND ROBBIE PFEIFER §  
AS TRUSTEES OF THE §  
B. CATALANI, INC. §  
EMPLOYEES' PROFIT SHARING PLAN, §  
AND B. CATALANI, INC. §  
AS PLAN ADMINISTRATOR §

Interpleaders, §

v. §

ANNA M. CATALANI, §  
ALLISON MICHELLE §  
CATALANI, AND §  
AMANDA LEIGH CATALANI §

Defendants. §

Civil Action No. 5:25-cv-1585

**DECLARATORY JUDGMENT ACTION AND INTERPLEADER**

COME NOW, Alan Catalani, Steven Catalani, Robbie Pfeifer as Trustees of the B. Catalani, Inc. Employees' Profit Sharing Plan ("Trustees") and B. Catalani, Inc. as Plan Administrator ("Plan Administrator"), both disinterested stakeholders and, pursuant to Rule 22 of the Federal Rules of Civil Procedure and 28 U.S.C.A. section 2201(a) and section 2202, file this Declaratory Judgment Action and Interpleader. Anna M. Catalani, Allison Michelle Catalani, and Amanda Leigh Catalani are claimants. Trustees and Plan Administrator would respectfully show the Court the following:

**CLAIM FOR RELIEF**

1. Interpleaders do not seek any relief. They are disinterested stakeholders desiring to place the amount in dispute into an interest bearing account with the Court, leaving the

determination of the amount and character of the Plan's distribution to the discretion of the Court. The Interpleaders also seek direction from the Court with respect to the interpretation of ERISA in the context of these facts, which will determine how the Plan is to be distributed. The distribution of the B. Catalani, Inc. Profit Sharing Plan necessarily depends on the resolution of a substantial question as to the interpretation of ERISA.

### **PARTIES**

2. Alan Catalani, Steve Catalani and Robbie Pfeiffer are Trustees of the B. Catalani, Inc. Employees Profit Sharing Plan ("Plan") and disinterested stakeholders.

3. B. Catalani, Inc. is the Plan Administrator and sponsor and is a disinterested party.

4. Anna M. Catalani ("Anna") is a claimant and the widow of Dan Catalani, a former employee of B. Catalani, Inc. and who was a participant in the Plan. Anna may be served at 26025 Goldfinch Trail, San Antonio, Texas 78255 or at such other place as Anna may be found.

5. Allison Michelle Catalani ("Allison") is a claimant and is the daughter of Dan Catalani. She may be served at 267 Partridge Drive, Rockwall, Texas 75032 or at such other place as Allison may be found.

6. Amanda Leigh Catalani ("Amanda") is a claimant and is the daughter of Dan Catalani. Amanda can be served at 719 East 18<sup>th</sup> Street, Houston, Texas 77008 or at such other place as Amanda may be found.

### **JURISDICTION AND VENUE**

7. The Court has subject matter jurisdiction over this matter because it requires this Court to interpret the 29 USC 18, the Employee Retirement Income Security Act of 1974 and the Retirement Equity Act of 1984 ("ERISA") and the rules and regulations derived therefrom. Venue

is proper in Bexar County, Texas because a substantial portion of the events giving rise to the issues in this case occurred in Bexar County, Texas.

### **FACTS**

8. B. Catalani, Inc. (“B. Catalani”) is a produce company that has been a fixture in San Antonio since 1914. In that year, Blas Catalani became the first distributor to bring lettuce and other fruits and vegetables from California to Texas by rail. Since that time, the company has acquired the reputation of being the premier provider of fresh fruits and vegetables to San Antonio and surrounding areas.

9. Since October 1, 1981, B. Catalani has maintained a Profit Sharing Plan for its employees (the “Plan”). After the implementation of the Retirement Equity Act of 1984, the Plan was modified to apply the Qualified Joint Survivor Annuity (“QJSA”) rules, and a revised version of the Plan became effective as of October 1, 1984, but executed on October 24, 1986. The QJSA rules provide that 50% of a married participant’s account balance is used to fund a death benefit for the surviving spouse unless the spouse waives entitlement to said death benefit prior to the married participant’s death (the “Spousal Death Benefit”). The QJSA rules allow for a married participant to designate amounts not specified for Spousal Death Benefit (*i.e.*, the remaining 50%) without the consent of the participant’s spouse. Effective October 1, 1984, until 2006, the Plan operated consistently with its terms with respect to the QJSA rules. However, during the 2006 amendment and restatement of the Plan, a box was inadvertently not selected to apply the QJSA rules under the terms of the Plan. This fact was only recently uncovered in 2025. Despite this, the Plan has always operated as though the QJSA rules apply, and all participant communications have been consistent with this understanding.

10. Dan Catalani (“Dan”) was a participant in the Plan. He died in October 2024, leaving his wife, Anna and his two daughters Amanda and Allison as his heirs.

11. Shortly before his death, Dan executed and delivered to the Plan Administrator a Beneficiary Designation Form, a true and correct copy of which is appended hereto as Exhibit 1. At the time of his death, the Trustees believe the account had approximately \$3,000,000.00. In this Beneficiary Designation Form, Dan named only his daughters as beneficiaries – each receiving 50% of the remaining amount (*i.e.*, 25% each) in his Profit Sharing Account. However, under the Plan, as the spouse, Anna was automatically entitled to the Spousal Death Benefit which, because Dan had not yet taken any retirement distributions, was 50% of the vested account balance. Thus, the amount available to Amanda and Allison to share, as reflected on the beneficiary designation form, was the remaining 50% of the vested account balance.

12. The Trustees did not request, nor were they aware that the Plan’s terms had inadvertently not included the appropriate selection to apply the QJSA rules. In this case, Anna was not asked, nor did she consent or not consent to the change in beneficiary designation. At the time Dan executed the Beneficiary Designation Form, all participant communications indicated that the Plan was subject to the QJSA rules; that is, that Anna’s signature was not required to designate the 50% of Dan’s account balance not designated for the Spousal Death Benefit. In the event the QJSA rules do not apply to the Plan, there may be an argument that Anna is entitled to 100% of Dan’s account balance. As indicated, this would be inconsistent with how the Plan has been run (*i.e.*, as if the QJSA rules were in effect). Trustees are working with tax and Employee Income Retirement Security Act of 1974 (“ERISA”) counsel to address this matter.

13. One of the daughters has indicated that she will contest the beneficiary change made just prior to Dan’s death, creating a conflict. In other words, she desires that the change in

beneficiaries be disregarded and her mother, Anna receive 100% of the Plan proceeds, not the just the 50% she would receive as the Spousal Death Benefit. In addition, there is a conflict with the unsigned designation by Anna and the terms of the Plan.

14. Faced with these conflicting claims, the Trustees and Plan Administrator feel that they have no option but to tender the funds into the Registry of the Court and have the Court determine how the Plan proceeds should be divided and paid. The Trustees and Plan Administrator are seeking leave by an accompanying motion to unconditionally tender the funds to the Court by this action.

### **CONCLUSION**

15. The Trustees and Plan Administrators are plan fiduciaries. They want to assure that any distribution is correct and supportable in accordance with the wishes of Dan and the Plan's and ERISA's requirements. The Plan is currently undergoing a financial audit to verify the exact amount available for distribution to Dan's beneficiaries, whoever the Court decides that may be. In the meantime, the Trustees and the Plan Administrator are, by way of a companion Motion, seeking to unconditionally tender to the Court the amount they currently believe to be attributed to Dan's profit sharing account, \$3,000,000.00 and ask that it be deposited in an interest bearing account. They will tender any additional funds that the audit reveals are part of Dan's account. Or, if too much is being tendered at this time, they seek a refund of the excess amount. They further ask the Court to award them the attorneys' fees incurred in trying to determine which party or parties are entitled to the proceeds of Dan's profit sharing account. *See Fort Worth Transp. Auth. v. Rodriguez*, 547 S.W.3d 830, 851 (Tex. 2018). They ask the Court to set this matter for a hearing on the initial issue of whether an interpleader is appropriate, to deposit the funds in an interest bearing account and to receive evidence on the issue of the attorneys' fees incurred by the

Trustees and Plan Administrator. The Trustees and Plan Administrator further ask the Court to sign an Order discharging the Trustees and Plan Administrator from liability.

WHEREFORE, PREMISES CONSIDERED Alan Catalani, Steve Catalani and Robbie Pfeifer, Trustees of the B. Catalani, Inc. Employees Profit Sharing Plan and B. Catalani, Inc. as the Plan Administrator pray

- The Court accept the unconditional tender into the registry of the Court the amount in Dan Catalani's Profit Sharing Plan account;
- The Court deposit these funds in an interest bearing account;
- Determine the proper allocation of Dan Catalani's Profit Sharing Plan account among the claimants;
- Award the Trustees and the Plan Administrator their reasonable and necessary attorneys' fees and costs of court associated with this matter;
- Enter an Order of Discharge of the Trustees and Plan Administrator; and
- For such other relief, whether at law or in equity to which the Court deems they are justly entitled.

Respectfully submitted,

RICHIE & GUERINGER, P.C.

BY: /s/ Sheldon E. Richie

Sheldon E. Richie

State Bar No. 16877000

Katherine J. Walters

State Bar No. 00785174

1111 West 6<sup>th</sup> St., Bldg. A, Suite 330

Austin, Texas 78703

512-236-9220 telephone

512-236-9230 facsimile

[srichie@rg-austin.com](mailto:srichie@rg-austin.com)

[kwalters@rg-austin.com](mailto:kwalters@rg-austin.com)

ATTORNEYS FOR ALAN CATALANI,  
STEVE CATALANI AND ROBBIE  
PFEIFFER, TRUSTEES OF THE B.  
CATALANI, INC. EMPLOYEES PROFIT  
SHARING PLAN