FILED
2025 Nov-06 PM 03:16
U.S. DISTRICT COURT
N.D. OF ALABAMA

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ALABAMA

RAYMOND JAMES AND ASSOCIATES, INC.,

Plaintiff,

v.

THOMAS "JOEY" MEDINA,

LOURDES "INEZ" ROQUE,

HONEY SKIVOLOCKE,

DIETRAM VARADHACHARY,

EMILY GRAHAM ANDREWS, and

JENEFFER PLANES,

Defendants.

Case No. 5:25-cv-1904-HNJ

AMENDED COMPLAINT FOR INTERPLEADER

The Plaintiff, Raymond James and Associates, Inc. ("Raymond James") hereby files this Complaint for Interpleader pursuant to 28 U.S.C. § 1335 against Defendants, Thomas "Joey" Medina ("Medina"), Lourdes "Inez" Roque ("Roque"), Honey Skivolocke ("Skivolocke"), and Dietram Varadhachary ("Varadhachary"), Emily Graham Andrews, and Jeneffer Planes (collectively, "Defendants").

INTRODUCTION

1. This is an interpleader action in which Raymond James seeks a determination from the Court regarding the ownership of the funds in the transfer on death account owned by the now deceased Mark Alexander McGarr.

PARTIES

2. Plaintiff Raymond James is a company organized and existing under the laws of the State of Florida with its principal place of business in St. Petersburg, Florida.

3. Upon information and belief, Defendant Medina is a citizen and resident of the State of Texas, residing in Austin, Texas.

4. Defendant Roque is a citizen and resident of the State of Texas, residing in Austin, Texas.

5. Upon information and belief, Defendant Skivolocke is a citizen and resident of the State of Alabama, residing in Huntsville, Alabama.

6. Upon information and belief, Defendant Varadhachary is a citizen and resident of the State of New York, residing in Bedford, New York.

7. Upon information and belief, Defendant Andrews is a citizen and resident of the State of Alabama, residing in Guntersville, Alabama.

8. Upon information and belief, Defendant Planes is a citizen and resident of the State of Texas, residing in Houston, Texas.

JURISDICTION AND VENUE

9. This Court has original jurisdiction in this action pursuant to 28 U.S.C. § 1335, and minimal diversity of citizenship exists between Raymond James and Defendants, as Raymond James and at least one of the Defendants are citizens of different states, and Raymond James has in its custody funds that exceed $500, based on the fact that the value of the account at issue is well over $10,000,000.00, plus any applicable interest, at the time of filing this action.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because at least one of the Defendants resides in this judicial district. *See* 28 U.S.C. § 100.

FACTUAL BACKROUND

11. On November 5, 2007, Mark Alexander McGarr ("McGarr") opened Raymond James account XXXX2631 (the "Account") *See* **Exhibit A.** The Account is a Transfer on Death ("TOD") account. A TOD account transfers its assets to a named beneficiary or beneficiaries when the account owner dies.

12. The Account is comprised of primarily equities and cash. As of September 30, 2025, the value of the Account was $10,248,215.71. *See* **Exhibit B,** Account Summary. Due to the equities in the Account, the value of the Account fluctuates per market conditions.

13. On or around August 1, 2023, McGarr executed a TOD Agreement (the "2023 TOD"), which stated that upon his death, the funds in the Account would be split the following way: 40% to Emily Graham Andrews; 40% to Jeneffer Planes; and 20% to Dietram Seevaram Varadhachary. *See* **Exhibit C**.

14. Then, on or around August 4, 2025, McGarr executed a new Transfer on Death Agreement (the "2025 TOD"), which assigned the funds form the Account to the following individuals in the following percentages: 70% Honey M. Skivolocke; 10% Thomas Joseph Medina; 10% Lourdes Inez Roque; and 10% Dietram Seevaram Varadhachary.[1] *See* **Exhibit D.**

15. On or around September 17, 2025, McGarr died.

16. Following McGarr's death, Raymond James acted on the 2025 TOD – transferring the funds from the Account pursuant to the percentages therein. All of the funds were transferred to other accounts held at Raymond James.

[1] Because Mr. Varadhachary was entitled to, at a minimum, 10% of the account under the 2023 TOD and the 2025 TOD, he was permitted to withdraw this minimum amount.

17. Following the death of Mr. McGarr, Jeneffer Planes sent emails to representatives of Raymond James. In those emails, Ms. Planes disputes the validity of the 2025 TOD, claiming forgery, undue influence, coercion, and manipulation.

18. Raymond James therefore has competing claims from the beneficiaries as to the rightful owners of the funds in the Account.

19. As of the date of this Complaint for Interpleader Relief, Raymond James has not received notice that the Defendants have resolved their competing claims about the Account or disclaimed their status as beneficiaries of the Account.

CAUSE OF ACTION – INTERPLEADER RELIEF

20. Raymond James incorporates Paragraphs 1-17 herein by reference.

21. As a result of the foregoing, there exists actual or potential rival, adverse, and conflicting claims to funds from the Account described above, and Raymond James is unable to discharge the funds without exposure to multiple liability, multiple litigation, or both.

22. Raymond James is seeking to interplead funds into the Court's Registry to resolve conflicting claims and potential rights to the benefits due and owing under the Account.

23. Raymond James neither has, nor claims, any interest in the Account's assets and at all times has been willing to pay the person or persons entitled to them.

24. Raymond James should not be compelled to become involved in the dispute or contentions of the competing claimants, and the competing claimants should be ordered to litigate amongst themselves without further involvement of Raymond James.

25. Raymond James has in no way colluded with any of the parties named herein concerning the matters of this case. Raymond James has filed this Complaint for Interpleader Relief of its own free will to avoid multiple liability, multiple litigation, or both.

26. Raymond James will move for leave to liquidate the funds previously held in the Account and deposit the total funds at issue into the Registry of the Court.

27. Raymond James alleges that it is entitled to interpleader relief pursuant to 28 U.S.C. § 1335 and further alleges that it is entitled to recover reasonable attorneys' fees and costs as a result of these proceedings.

RELIEF REQUESTED

WHEREFORE, Plaintiff Raymond James requests the following relief:

a. That Defendants be required to make full and complete Answer to this Complaint for Interpleader Relief, and to set forth to which of them the Account, or any part thereof, rightfully belongs, and how they make their claims thereto;

b. That this Court determine and declare the rights of the Defendants to the assets from the Account and due and owing under the Account, Raymond James Account No. XXXX2631;

c. That this Court discharge Raymond James of and from any and all further liability regarding assets transferred from the Account, Raymond James Account No. XXXX2631;

d. That this Court excuse Raymond James from further attendance upon this cause and dismiss Raymond James from this case, with prejudice;

e. That this Court enter an order awarding Raymond James its costs and attorneys' fees in connection with this action, to be deducted from the assets due and owing from the Defendants' accounts at Raymond James; and,

f. That this Court grant Raymond James such other and further relief as this Court deems just and equitable.

Respectfully submitted,

DATED: November 6, 2025

/s/ *Austin M. Hagood*
AUSTIN M. HAGOOD

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