

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

**RELIASTAR LIFE INSURANCE
COMPANY,**

Plaintiff.

v.

**ANASTACIA DIXON, O'NEIL DIXON,
CLOVER DIXON, WAVERTON DIXON,
BRYCE ANTHONY ST. KYLE DIXON,
RONDOLPH DIXON, KEONE TESHI
DIXON, and MARILYN PANGLIJIN**

Defendants.

Complaint for Interpleader Relief

Case No. _____

**RELIASTAR LIFE INSURANCE COMPANY'S
COMPLAINT FOR INTERPLEADER RELIEF**

Plaintiff ReliaStar Life Insurance Company ("ReliaStar"), by its undersigned attorneys, hereby files its Complaint for Interpleader Relief pursuant to 28 U.S.C. §§ 1332, 1335 and Fed. R. Civ. P. 22 against Defendants Anastacia Dixon, O'Neil Dixon, Clover Dixon, Waverton Dixon, Bryce Anthony St. Kyle Dixon, Rondolph Dixon, Keone Teshi Dixon, and Marilyn Panglijin, and states as follows:

Parties

1. ReliaStar Life Insurance Company is a Minnesota corporation with its principal place of business in Minnesota.
2. Defendant Anastacia Dixon ("Anastacia") is an individual and citizen of the State of Illinois.

3. Defendant Rondolph Dixon (“Rondolph”) is an individual and citizen of the State of Illinois.

4. Defendant O’Neil Dixon (“O’Neil”) is an individual and citizen of the State of Florida.

5. Defendant Clover Dixon (“Clover”) is an individual and citizen of the State of Florida.

6. Defendant Waverton Dixon (“Waverton”) is an individual and citizen of the State of Florida.

7. Defendant Bryce Anthony St. Kyle Dixon (“Bryce Anthony”) is an individual and citizen of the State of New York.

8. Defendant Keone Teshi Dixon (“Keone”) is an individual and citizen of the State of Florida.

9. Defendant Marilyn Panglijin (“Marilyn”) is an individual and citizen of the State of Washington.

Jurisdiction and Venue

10. The Court has original jurisdiction of this civil action of interpleader pursuant to 28 U.S.C. § 1335. ReliaStar has in its custody or possession money or property of the value of \$500 or more to which two or more adverse claimants of diverse citizenship may claim to be entitled. Defendants are citizens of the States of Illinois, Florida, New York, and Washington.

11. The Court also has original jurisdiction pursuant to 28 U.S.C. § 1332(a)(1). Complete diversity of citizenship is present as ReliaStar is a citizen of the State of Minnesota and none of the Defendants are citizens of the State of Minnesota. Furthermore, as more fully set out below, the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

12. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391, 1397 because one or more of the Defendants resides in Bronx County, NY, which is in the Southern District of New York, pursuant to 28 U.S.C. § 112(b).

Factual Background

13. On or about October 10, 2008, El-Roy Dixon (the “Decedent”) applied for a term life insurance policy from ReliaStar. *See* Application, attached hereto as **Exhibit A**.

14. The Application designated the Decedent’s mother, non-party Nerryl Thomas, as the sole primary beneficiary and designated his children, Rondolph and Anastacia, each as equal contingent beneficiaries. *See id.*

15. On or about January 7, 2009, ReliaStar issued life insurance policy number AD10204579 with a face amount of \$1,000,000 insuring the life of the Decedent (the “Policy”). *See* Policy, attached hereto as **Exhibit B**.

16. On or about March 30, 2009, the Decedent submitted a Beneficiary Designation Form, changing the primary beneficiary to Marilyn and designating Rondolph and Anastacia as equal contingent beneficiaries. *See* March 30, 2009 Beneficiary Designation Form, attached hereto as **Exhibit C**.

17. On or about March 1, 2024, the Decedent submitted a Beneficiary Designation Form, attempting to change the primary beneficiaries of the Policy to O’Neil, Clover, Waverton, and Bryce Anthony as the 5% irrevocable beneficiaries, Keone as 8% irrevocable beneficiary, Anastacia as the 30% irrevocable beneficiary, and Rondolph as the 42% irrevocable beneficiary. *See* March 1, 2024 Beneficiary Designation Form, attached hereto as **Exhibit D**.

18. The March 1, 2024 Beneficiary Designation Form was not signed by the intended irrevocable beneficiaries. On March 1, 2024, ReliaStar notified the Decedent that it required the

Beneficiary Designation Form be signed by the intended irrevocable beneficiaries in order to process the beneficiary change. *See* March 1, 2024 Correspondence, attached hereto as **Exhibit E**.

19. ReliaStar did not receive a Beneficiary Designation Form signed by the intended irrevocable beneficiaries from the Decedent.

20. The Decedent died on January 24, 2025.

21. As a result of the Decedent's death, the Policy death benefit became due and payable to the beneficiary or beneficiaries.

22. On or about February 27, 2025, Clover submitted a claim to the Policy death benefit.

23. On or about June 4, 2025, Marilyn submitted a claim to the Policy death benefit.

24. On or about July 30, 2025, Anastacia, Rondolph, Keone, Bryce Anthony, Waverton, Clover, and O'Neil collectively expressed a claim to the Policy death benefit.

25. ReliaStar is unable to determine the proper beneficiary of the Policy death benefit.

Count I – Interpleader Relief

26. ReliaStar incorporates Paragraphs 1-26 herein by reference.

27. As a result of the foregoing, there exists actual or potential rival, adverse, and conflicting claims to the death benefit described above, and ReliaStar is unable to discharge its admitted liability without exposure to multiple liability, multiple litigation, or both.

28. ReliaStar is an innocent stakeholder seeking to interplead funds into the Court's Registry to resolve conflicting claims and potential rights to the benefits due and owing under the Policy.

29. ReliaStar neither has, nor claims, any interest in the death benefit due under the Policy and at all times has been willing to pay the death benefit to the person or persons entitled to it.

30. ReliaStar 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 ReliaStar.

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

32. ReliaStar will move for leave to deposit into the Registry of the Court the death benefit due and owing under the Policy, plus accrued interest, if any.

33. ReliaStar alleges it is entitled to interpleader relief pursuant to 28 U.S.C. § 1335 and Fed. R. Civ. P. 22, and further alleges that it is entitled to recover reasonable attorneys' fees and costs as a result of these proceedings.

Relief Requested

WHEREFORE, Plaintiff ReliaStar Life Insurance Company respectfully 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 death benefits, 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 death benefits due and owing under ReliaStar life insurance policy number AD10204579 insuring the life of El-Roy Dixon;
- c. That this Court discharge ReliaStar of and from any and all further liability under ReliaStar life insurance policy number AD10204579 insuring the life of El-Roy Dixon and on account of the death of El-Roy Dixon;

- d. That Defendants be enjoined from instituting or prosecuting against ReliaStar any proceeding in any state or United States Court or administrative tribunal relating to the death benefits payable under ReliaStar life insurance policy number AD10204579 insuring the life of El-Roy Dixon and on account of the death of El-Roy Dixon, and that said injunction issue without bond or surety;
- e. That this Court enter an order awarding ReliaStar its attorneys' fees and costs in connection with this action, to be deducted from the death benefit due and owing under ReliaStar life insurance policy number AD10204579 insuring the life of El-Roy Dixon;
- f. That this Court excuse ReliaStar from further attendance upon this cause and dismiss ReliaStar from this case, with prejudice; and
- g. That this Court grant ReliaStar such other and further relief as this Court deems just and equitable.

Dated: February 13, 2026

/s/ Edward A. Velky
Edward A. Velky
BRESSLER, AMERY & ROSS, P.C.
325 Columbia Turnpike, Suite 301
Florham Park, NJ 07932
Phone: 973-660-4467
Fax: 973-514-1660
evelky@bressler.com

*Counsel for ReliaStar Life Insurance
Company*