IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
GALVESTON DIVISION

USAA LIFE INSURANCE COMPANY,	§	
	§	
Plaintiff,	§	
	§	
v.	§	**Case No.**
	§	
DOUGLAS SCHNEEMAN JR. AND KATHLEEN S. O'DONOVAN,	§	
	§	
	§	
Defendants.	§	

COMPLAINT IN INTERPLEADER

Plaintiff USAA Life Insurance Company respectfully submits its Complaint in Interpleader against Defendants Douglas Schneeman Jr. and Kathleen S. O'Donovan as follows:

PARTIES

1. USAA Life Insurance Company ("USAA Life") is a Texas insurance company with its principal place of business in San Antonio, Texas. USAA Life is a citizen of Texas within the meaning and intent of 28 U.S.C. § 1332.

2. Upon information and belief, Defendant Douglas Schneeman Jr. ("Doug") is an individual residing at 13935 Tahiti Way, Slip 1110, Marina Del Ray, California and may be served with process at this address, or wherever else he may be found. Doug is a citizen of California within the meaning and intent of 28 U.S.C. § 1332.

3. Upon information and belief, Defendant Kathleen S. O'Donovan ("Kathie") is an individual residing at 1811 San Jose Street, Friendswood, Texas 77546 and may be served with process at this address, or wherever else she may be found. Kathie is a citizen of Texas within the meaning and intent of 28 U.S.C. § 1332.

JURISDICTION AND VENUE

4. This Court has original jurisdiction under 28 U.S.C. § 1335 because the interpleader fund exceeds $500.00[1] and two or more adverse claimants are of diverse citizenship, as set forth above.

5. Venue is proper pursuant to 28 U.S.C. §§ 1391 and 1397 because a substantial part of the events or omissions giving rise to the claim occurred in this District and at least one of the Defendants resides in this District and is subject to this Court's personal jurisdiction. 28 U.S.C. §§ 1397; 1391(b)(2)-(3).

FACTUAL BACKGROUND

6. USAA Life issued annuity contract No. A960348833 (the "Annuity"), effective September 19, 2013. Douglas Schneeman, Sr. ("Decedent") was the sole owner and annuitant of the Annuity. The Annuity is governed by Colorado law.

7. The Annuity application designated the Decedent's spouse, Helen L. Schneeman, as the primary beneficiary and Doug as the sole contingent beneficiary. Upon information and belief, Helen L. Schneeman passed away on June 22, 2019.

8. On or around February 21, 2020, an online beneficiary change was submitted naming Helen L. Schneeman as the primary beneficiary and Kathie as the sole contingent beneficiary.

9. The Decedent passed away on July 24, 2020. At the time of the Decedent's death, the Annuity death benefit was $217,402.86 (the "Death Benefit").

[1] USAA Life seeks to deposit the Death Benefit (defined below), totaling $217,402.86, plus any accrued interest, into the registry of the Court upon issuance of an order granting USAA Life's Motion for Leave to Deposit Funds, filed contemporaneously with this Complaint.

10. Following the Decedent's death, on or around, September 28, 2020, in a call to USAA Life, Doug contested the February 2020 beneficiary change and made demand to the Death Benefit.

11. Following Doug's claim, USAA Life reviewed the February 2020 beneficiary change and determined that it had not been submitted by the Decedent but instead had been submitted by Kathie purportedly under a Colorado durable power of attorney.

12. Through its ongoing review, USAA Life obtained a copy of the power of attorney, which did not appear to grant Kathie the authority to make or change beneficiary designations as required under Colorado law to confer such authority on the attorney-in-fact.

13. USAA Life notified Kathie that the February 2020 beneficiary change could not be processed. In response, Kathie challenged the validity of the original beneficiary designation, alleging that Doug had only been named contingent beneficiary due to undue influence and/or elder abuse.

14. On or around December 12, 2020, Doug submitted a formal claim to the Death Benefit.

15. Both Doug and Kathie initially expressed a desire to resolve the matter without the necessity of court intervention. However, to date, attempts at resolution have been unsuccessful and Doug and Kathie maintain adverse and competing claims to the Death Benefit.

16. Accordingly, USAA Life has not been able to resolve the competing, adverse claims and is unable to pay the Death Benefit without being exposed to the risk of double or multiple liability.

17. USAA Life is obligated to administer the Death Benefit pursuant to the terms of the Annuity. USAA Life, however, is unable to pay the Death Benefit due to the multiple

adverse, competing claims. USAA Life has a real and reasonable fear of exposure to multiple liability and therefore seeks the present interpleader relief to protect itself against the possibility of multiple liability under the Annuity.

COUNT I – INTERPLEADER

18. USAA Life incorporates herein by reference each of its allegations contained in the preceding paragraphs.

19. USAA Life is an innocent and disinterested stakeholder seeking to interplead funds into the Court's registry to resolve adverse and conflicting claims and potential rights to the Death Benefit.

20. There is presently an actual, justiciable controversy between the Defendants as to who is entitled to the Death Benefit.

21. Unless these rival claims to the Death Benefit are resolved in a single proceeding pursuant to an appropriate court order, USAA Life is subject to multiple litigation and is at a substantial risk of suffering double liability and/or inconsistent rulings as to its liability for the Death Benefit.

22. USAA Life neither has, nor claims, any interest in the Death Benefit, which USAA Life has, at all times, been willing to deliver to the person or persons entitled to same.

23. USAA Life has in no way colluded with any of the parties named herein concerning the matters of this case. USAA Life files this Complaint in Interpleader of its own free will to avoid multiple liability and unnecessary suits and costs.

24. USAA Life has not unreasonably delayed the filing of this action for interpleader.

25. USAA Life unconditionally offers to and is ready to deposit the Death Benefit into the registry of the Court.

26. USAA Life alleges that it is entitled to interpleader relief pursuant to 28 U.S.C. § 2361, and further alleges that it is entitled to recover reasonable attorneys' fees and costs as a result of these proceedings.

WHEREFORE, USAA Life requests the following relief:

a. an order interpleading all claims to the Death Benefit, which USAA Life has unconditionally tendered to the Court, and directing USAA Life to deposit the Disputed Death Benefit into the registry of the Court;

b. an order awarding USAA Life injunctive relief restraining Defendants from instituting or maintaining any other or additional actions against USAA Life in any state or federal court for recovery of the Death Benefit or relating to the Annuity or the facts made the basis of this case;

c. an order releasing and discharging USAA Life from all liability to any party to this action, or any other party, on any matter relating to the Death Benefit, the Annuity, or the facts made the basis of this case;

d. an order awarding USAA Life its costs and attorneys' fees in connection with this action, to be deducted from the Death Benefit prior to deposit with the Court or, alternatively, paid from the registry of the Court after deposit; and

e. such other and further relief to which USAA Life may be justly entitled.

Dated: July 2, 2021

Respectfully submitted,

By: */s/ Amy B. Boyea*

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