

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WELLS FARGO BANK, N.A.,

Plaintiff,

v.

MEEEL, INC., VLADISLAV A. MOKSHIN,
and PW FUNDING II LLC,

Defendant.

Case No. _____

COMPLAINT IN INTERPLEADER

Plaintiff, Wells Fargo Bank, N.A. (“Wells Fargo”), by and through its attorneys, Fox Rothschild LLP, and pursuant to 28 U.S.C. §§ 1335 and 2361, brings this action against Defendant Meeel, Inc. (“Meeel”), Defendant Vladislav A. Mokshin (“Mokshin”, together with Meeel, “Meeel Claimants”) and Defendant PW Funding II LLC (“PW Funding”, together with the Meeel Claimants, “Claimant Defendants”), and in support thereof, states and alleges as follows:

I. INTRODUCTION

1. This interpleader action arises out of a dispute between the Claimant Defendants concerning a \$40,000.00 wire transfer, sent June 11, 2019, from PW Funding’s account at First Tennessee Bank, N.A. to Meeel’s Simple Business Checking Account at Wells Fargo. Some of the wired funds were then transferred to Mokshin’s Everyday Checking Account at Wells Fargo.

COMPLAINT IN INTERPLEADER - 1

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2. On July 9, 2019, PW Funding recalled the wire for alleged fraud. Thus, the Claimant Defendants, in connection with the aforementioned wire, are alleging entitlement to and/or are refusing to allow Wells Fargo to release the wire proceeds presently being held and restrained in the Meeel Claimants' accounts at Wells Fargo.

3. Wells Fargo, as a disinterested stakeholder, seeks to interplead the disputed, restrained funds into the Court Registry to allow the Claimant Defendants to litigate their respective claims to the restrained funds amongst themselves.

II. PARTIES

4. Wells Fargo is a national banking association with its main office, as set forth in its Articles of Association, in Sioux Falls, South Dakota. Accordingly, Wells Fargo is a citizen of South Dakota.

5. Defendant Meeel is a Washington corporation with its principal place of business in King County, Washington. Accordingly, Meeel is a citizen of Washington.

6. Defendant Mokshin is an individual residing in King County, Washington. Accordingly, Mokshin is a citizen of Washington.

7. Upon information and belief, Mokshin owns and controls Meeel. Mokshin is identified in Wells Fargo's records as Meeel's sole owner and authorized signer. Mokshin is identified in the Washington Secretary of State's records as Meeel's sole "Governor", which is defined in RCW 23.95.105(12) to mean the director of a corporation.

8. Defendant PW Funding is a Georgia limited liability company with its principal place of business in Georgia. Upon information and belief, the members of PW Funding are residents and citizens of Georgia. Accordingly, PW Funding is a citizen of Georgia.

III. JURISDICTION AND VENUE

9. This Court has original jurisdiction over this interpleader action pursuant to 28 U.S.C. § 1335(a) because two or more adverse claimants of diverse citizenship, as defined by 28

U.S.C. § 1332(a), are claiming or otherwise may be entitled to payment from or use of a fund of money in excess of \$500 now in the possession of Wells Fargo.

10. Venue is appropriate in this District pursuant to 28 U.S.C. §1391(b)(2), because a substantial portion of the facts giving rise to the causes of action set forth in this Complaint occurred in this District. More specifically, the funds at issue were wired to a Wells Fargo bank account with a customer/statement mailing address in King County, Washington.

11. Venue is also appropriate in this District, and this Court has jurisdiction over the parties, pursuant to 28 U.S.C. § 1335 and 2361, which grants district courts authority to issue nationwide service of process in statutory interpleader actions, and because at least one of the Claimant Defendants is a citizen of and resides in the state of Washington..

IV. FACTUAL BACKGROUND

12. At all times material hereto, Meeel maintained a Wells Fargo Simple Business Checking Account (Account No. *****1380; the "Meeel Account").

13. At all times material hereto, Mokshin maintained a Wells Fargo Everyday Checking Account (Account No. *****4816; the "Mokshin Account").

14. At all times material hereto, PT Funding maintained an account at First Tennessee Bank, N.A. (Account No. *****3650; the "PW Funding Account").

15. On June 11, 2019, the Meeel Account received a wire transfer from the PW Funding Account in the amount of \$40,000.00 (the "Wire").

16. Subsequently, funds from the Wire were transferred from the Meeel Account to the Mokshin Account.

17. On or about July 9, 2019, Wells Fargo received a recall request for the Wire from PW Funding based on alleged fraud.

18. Immediately following the recall request, Wells Fargo restrained the remaining balance of \$22,702.12 in the Meeel Account and \$10,618.78 in the Mokshin Account (together, the "Restrained Proceeds"), which remain restrained, subject to any applicable bank fees.

1 19. Despite repeated requests, Mokshin (who controls both the Mokshin Account and
2 the Meeel Account) has refused to allow Wells Fargo to debit the Meeel and Mokshin Accounts
3 and return the Restrained Proceeds to PW Funding.

4 20. Accordingly, there is now a dispute as to which of the Claimant Defendants are
5 entitled to the Restrained Proceeds.

6 21. Wells Fargo now seeks to interplead the Restrained Proceeds into the Court
7 Registry to allow the Claimant Defendants to make their respective legal claims to the Restrained
8 Proceeds.

9 22. The relationship between (a) Wells Fargo and Meeel relative to the Meeel
10 Account; and (b) Wells Fargo and Mokshin relative to the Mokshin Account is currently
11 governed by the Wells Fargo Deposit Account Agreement (the "Account Agreement"), a true
12 and correct copy of which is attached hereto as **Exhibit A**.

13 23. Wells Fargo has retained the undersigned attorneys to represent it in this action
14 and has agreed to pay them a reasonable fee.

15 24. Wells Fargo is entitled to recover its reasonable attorneys' fees and costs in this
16 action pursuant to the Account Agreement and applicable law.

17 25. All conditions precedent to recovery have been performed, waived or have
18 occurred.

19 **V. CAUSE OF ACTION - INTERPLEADER**

20 26. All preceding paragraphs of this Complaint are incorporated herein by reference
21 with the same force and effect as if set forth in full below.

22 27. At this time there exists rival, adverse and conflicting claims between the
23 Claimant Defendants as to the Restrained Proceeds.

24 28. Wells Fargo claims no interest in the Restrained Proceeds and has done nothing to
25 create the dispute over entitlement to the Restrained Proceeds.

29. By reason of the conflicting claims to the Restrained Proceeds, Wells Fargo is in doubt as to who is entitled to the Restrained Proceeds, is in danger of being exposed to double or multiple liability, and cannot safely remit the Restrained Proceeds without the aid of this Court.

30. Wells Fargo is ready, willing, and able to deposit the Restrained Proceeds into the Court Registry, or to any other custodian or trustee the Court deems proper.

VI. REQUEST FOR RELIEF

WHEREFORE, Wells Fargo requests for judgment as follows:

A. That this Court take jurisdiction over the parties, and permit Wells Fargo to deposit the Restrained Proceeds with the Registry of the Court;

B. That this Court issue an order requiring the Claimant Defendants to the above-styled cause to interplead as to their rights and settle or litigate amongst themselves their claims and rights to the Restrained Proceeds;

C. That Wells Fargo be discharged from all liability to any of the parties to this action concerning Wells Fargo's obligations related to the Restrained Proceeds, the Wire, the Meel Account and the Mokshin Account;

D. That the Claimant Defendants be enjoined and prohibited from instituting any actions against Wells Fargo and/or its agents, affiliates, employees, and servants, regarding the Restrained Proceeds, the Wires, the Meeel Account and the Mokshin Account;

E. That Wells Fargo, pursuant to the Account Agreement and applicable law, be awarded its costs and reasonable attorneys' fees, to be paid from the Restrained Proceeds, for bringing this action;

F. That Wells Fargo be dismissed with prejudice as a party to this action; and

G. That Wells Fargo be granted such other and further relief as the Court determines to be proper.

1 DATED this 15th day of November, 2019.

2 FOX ROTHSCHILD LLP

3 s/ Al Roundtree
4 Al Roundtree, WSBA #54851

5 *Attorneys for Plaintiff*
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