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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

RMJ Small Biz LLC, a Tennessee limited liability company,

Plaintiff,

v.

Occams Advisory Inc., a Delaware Corporation, and Anupam Satyasheel, an individual,

Defendants.

Occams Advisory Inc., a Delaware Corporation,

Counterclaimant,

v.

RMJ Small Biz LLC, a Tennessee limited liability company,

Counterdefendant.

Case No. 2:25-CV-7956

OCCAMS ADVISORY INC.'S NOTICE OF MOTION AND MOTION FOR LEAVE TO DEPOSIT INTERPLEADER FUNDS WITH THE COURT PURSUANT TO FED. R. CIV. P. 67

Date: February 4, 2026
Time: 1:30 p.m.
Judge: Hon. Serena R. Murillo
Courtroom: 5D

Complaint Filed: Nov. 7, 2025
Interpleader Counterclaim Filed: Dec. 12, 2025

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Occams Advisory Inc., a Delaware Corporation,

Third-Party Plaintiff,

v.

ConnectMyBiz, LLC, a North Carolina limited liability company,

Third-Party Defendant in Interpleader.

Occams Advisory Inc., a Delaware Corporation,

Third-Party Plaintiff,

v.

DOES 1 through 20, inclusive,

Third-Party Defendants Unrelated to Interpleader.

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on February 4, 2026, at 1:30 p.m., or as soon thereafter as the parties may be heard, in the courtroom of the Honorable Serena R. Murillo at 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565, Courtroom 5D, 5th Floor, Defendant, Counterclaimant, and Third-Party Plaintiff Occams Advisory Inc. ("Occams"), by and through undersigned counsel, will and hereby moves the Court for an order to deposit interpleader funds with the Court pursuant to Rule 67 of the Federal Rules of Civil Procedure.

This Motion is based on the Notice of Motion and Motion for Leave to Deposit Interpleader Funds, the Memorandum of Points and Authorities in Support thereof, the Declaration of David E. Fink, Occams' concurrently filed Counterclaim and Third-Party Complaint in Interpleader, and upon such other oral and written materials as may be presented at or before the hearing on this matter.

Dated: December 12, 2025

VENABLE LLP

By: David E. Fink
Witt W. Chang

Attorneys for Defendant/Counterclaimant/Third-Party Plaintiff Occams Advisory Inc.

MEMORANDUM OF POINTS AND AUTHORITIES

Pursuant to Rule 67 of the Federal Rules of Civil Procedure, Local Rule 67, and General Order 16-04, Defendant, Counterclaimant, and Third-Party Plaintiff Occams Advisory Inc. ("Occams"), by and through undersigned counsel, respectfully requests that the Court enter an order directing the Clerk of Court to accept for deposit into the Court Registry the amount of $1,315,589.08.

As set forth in the attached Declaration of David E. Fink, Occams is in possession of $1,315,589.08 (the "Disputed Funds") it contractually owes to either Plaintiff and Counterdefendant RMJ Small Biz LLC ("RMJ") and/or Third-Party Defendant ConnectMyBiz, LLC ("CMB"), but it cannot reasonably determine the proper recipient of the Disputed Funds because RMJ and CMB have asserted competing claims to said funds.

"Interpleader is a procedure authorized by 28 U.S.C. § 1335 and Federal Rule of Civil Procedure 22." *Reliastar Life Ins. Co. v. Northam*, No. 2:13-cv-00063-TLN-JFM, 2013 U.S. Dist. LEXIS 149072, at *4 (E.D. Cal. Oct. 10, 2013). "When a person holding funds or property (the stakeholder) encounters other parties who are making conflicting possessory claims for those funds or property, he may join the parties as defendants and require them to litigate who is entitled to the funds or property." *Id.* at *4-5 (citing *Michelman v. Lincoln Nat. Life. Ins., Co.*, 685 F.3d 887, 893 (9th Cir. 2012)). "The main purpose of interpleader actions is to protect the stakeholder from the expenses of multiple lawsuits and from having to contend with inconsistent or multiple determinations of liability." *Id.* at *5 (citing *Texas v. Florida*, 306 U.S. 398, 406-07 (1939)).

To bring an interpleader action, the interpleading party must "have control over a particular fund or property." *Id.* (citing *Mock v. Collins*, No. EDCV 04-395-VAP SGLX, 2004 WL 3619122, at *2 (C.D. Cal. Sept. 1, 2004)). "Further, there must be multiple, adverse claims made to that same property or fund." *Id.* (citing

Libby, Mcneill & Libby v. City Nat'l Bank, 592 F.2d 504, 507 (9th Cir. 1978)). Finally, the stakeholder "must have a reasonable fear of multiple liability." *Id.*

Occams is ready, willing, and able to pay the Disputed Funds. Indeed, were it not for CMB and RMJ's ongoing and competing claims to the same funds, Occams would already have paid the Disputed Funds to the proper recipient. However, Occams has a reasonable fear of multiple liability given that CMB has threatened legal action against Occams to recover the Disputed Funds, and RMJ has already filed suit against Occams relating to same.

Occams has and makes no claim to, and is a disinterested stakeholder in, the Disputed Funds, and therefore moves to deposit the Disputed Funds into the Court Registry Investment System Disputed Ownership Fund ("CRIS DOF") pursuant to federal and local rules. The amount of Disputed Funds to be deposited, $1,315,589.08, reflects the maximum amount of money owed to RMJ and/or CMB.

This Motion is accompanied by a Proposed Order Directing the Clerk of Court to Deposit Funds into an interest-bearing account with the Court Registry pursuant to Rule 67 of the Federal Rules of Civil Procedure, Local Rule 67-1, and Central District of California General Order 16-04.

WHEREFORE, Occams respectfully requests that the Court enter an Order directing the Clerk of Court to accept deposit in the amount of $1,315,589.08 into an interest-bearing CRIS DOF account.

Dated: December 12, 2025

VENABLE LLP

By: David E. Fink
Witt W. Chang

Attorneys for Defendant/Counterclaimant/Third-Party Plaintiff Occams Advisory Inc.

CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for Defendant, Counterclaimant, and Third-Party Plaintiff Occams Advisory Inc. ("Occams"), certifies that this brief contains 546 words, which complies with the word limit of L.R. 11-6.1.

Dated: December 12, 2025

VENABLE LLP

By: David E. Fink
Witt W. Chang

Attorneys for Defendant/Counterclaimant/Third-Party Plaintiff Occams Advisory Inc.