

JS-6

1 Robert R. Pohls (California Bar #131021)  
 2 **POHLS & ASSOCIATES**  
 3 1550 Parkside Drive, Suite 260  
 4 Walnut Creek, California 94596  
 Telephone: (925) 973-0300  
 Facsimile: (925) 973-0330

5 Attorney for Plaintiff **State Farm**  
 6 **Life Insurance Company**

7 **UNITED STATES DISTRICT COURT**  
 8 **CENTRAL DISTRICT OF CALIFORNIA**

9 STATE FARM LIFE INSURANCE  
 10 COMPANY,

Case No. CV13-02815-GAF (JCx)

11 Plaintiff,

**STIPULATED JUDGMENT IN  
 INTERPLEADER AND DISMISSAL**

12 vs.

13 BAYA LOUIE and ELLESE LOUIE,  
 14

15 Defendants.

16  
 17  
 18 Having reviewed the Stipulation and Order re Entry of Judgment in Interpleader,  
 19 Distribution of Proceeds and Dismissal executed by counsel for plaintiff State Farm Life  
 20 Insurance Company ("State Farm") and defendant Baya Louie, both individually and as  
 21 guardian *ad litem* for defendant Ellese Louie, and it appearing that State Farm has  
 22 brought this action in interpleader against defendant Baya Louie and defendant Ellese  
 23 Louie, that this Court has jurisdiction of the parties and of the subject herein, and that  
 24 good cause appears therefor,

25 ///  
 26 ///  
 27 ///  
 28 ///

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:


- 2 1. State Farm properly filed its Complaint in Interpleader herein, and that this is  
3 a proper cause for interpleader.
- 4 2. By reason of the death of Angelique Louie (the "Decedent") on or about  
5 October 16, 2012, the total sum of \$125,032.00 (the "Proceeds") became due  
6 and payable under State Farm's life insurance policy number LF-2278-1527  
7 (the "Policy").
- 8 3. When issued, the Policy named defendant Baya Louie as the primary  
9 beneficiary. On or about May 11, 2012, however, Angelique Louie signed a  
10 "Change of Beneficiary" form in which she purportedly revoked all prior  
11 beneficiary designations for the Policy and named defendant Ellese Louie as  
12 the primary beneficiary.
- 13 4. In his answer to State Farm's complaint herein, defendant Baya Louie made  
14 no claim to the Proceeds and, instead, indicated that he has no objection to  
15 the Proceeds' being distributed to defendant Ellese Louie as the primary  
16 beneficiary named in the Policy. On October 22, 2013, defendant Baya Louie  
17 separately signed and filed herein a declaration which, among other things,  
18 confirmed that he had waived any claim he might have to the Proceeds.
- 19 5. On October 24, 2013, the Court entered an order in this action appointing  
20 defendant Baya Louie as the guardian *ad litem* for defendant Ellese Louie.  
21 On March 27, 2014, the California Superior Court in and for the County of Los  
22 Angeles separately issued an order appointing defendant Baya Louie as the  
23 guardian of defendant Ellese Louie's estate.
- 24 6. Having deposited the sum of \$127,267.39 (representing the Proceeds plus  
25 interest) with the Clerk of this Court on or about April 22, 2013, State Farm  
26 and its agents be and hereby are released, discharged and acquitted of and  
27 from any liability of any kind or nature whatsoever under the Policy.

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- 7. State Farm be and hereby is awarded nothing for the attorneys' fees and costs it incurred in connection with this action.
- 8. The Clerk of the Court be and hereby is directed to pay the sum of \$127,267.39 (plus any additional interest which may have accrued while that sum was on deposit in the Court's registry) to defendant Ellese Louie, from and out of the funds deposited herein, by check made payable to "Baya Louie as Guardian of the Estate of Ellese Louie" and delivered via first class mail to the attorneys for defendant Baya Louie at the following address: Von Behren & Hunter, LLP, Attn: William von Behren, Esq., 2041 Rosecrans Avenue, Suite 367, El Segundo, California 90245.
- 9. Upon entry of this Order and the Court's payment of the sum described in paragraph 8, above, this action will be concluded and hereby is dismissed in its entirety, with each party bearing their own attorneys' fees and costs not specifically awarded in this Stipulated Judgment in Interpleader.

DATED: April 16, 2014

  
UNITED STATES DISTRICT JUDGE

JS-6

cc: Fiscal