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JS-6

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

FIDELITY & GUARANTY LIFE
INSURANCE COMPANY, a
Maryland corporation,

Plaintiff,

vs.

SHEILA SHARP, an individual;
BRANDY S. SHARP, an individual;
CHEVON SHARP, an individual;
DEMORNAY E. SHARP, an
individual; SECRI HOBODY, an
individual, as guardian ad litem for
ROBERT E. SHARP, a minor;
FRANCIS C. AKINS, an individual;
and DOES 1 to 10, inclusive,

Defendants.

Case No. 2:13-cv-02844 SVW-SH

ORDER AND JUDGMENT TO SET
ASIDE DEFAULT, FOR DISCHARGE,
DISMISSAL, DISBURSEMENT OF
FUNDS, AND REIMBURSEMENT OF
ATTORNEYS' FEES AND COSTS

Based on the Stipulation for Order to Set Aside Default, For Discharge,
Dismissal, Disbursement of Funds, and Reimbursement of Attorneys' Fees and

1 Costs between Plaintiff Fidelity & Guaranty Life Insurance Company, *formerly*
2 *known as* OM Financial Life Insurance Company of America (“F&G Life”), by and
3 through its counsel of record, Lee Tran & Liang, A Professional Law Corporation,
4 and defendants Sheila Sharp, *in persona propria*, Brandy S. Sharp, *in persona*
5 *propria*, Chevon Sharp, *in persona propria*, Demornay E. Sharp, *in persona*
6 *propria*, Secri Hobdy (as guardian ad litem for Robert E. Sharp, *in persona propria*,
7 a minor), and Francis C. Akins *in persona propria*, (collectively, “Defendants”), and
8 good cause appearing,

9 IT IS ORDERED:

10 1. Jurisdiction and venue is proper pursuant to 28 U.S.C. Section 1332
11 because the matter in controversy exceeds the sum or value of \$75,000, and is
12 between citizens of different States and Defendants are domiciled in the County of
13 Los Angeles, and a substantial part of the events, acts and omissions giving rise to
14 F&G Life's claims occurred within this judicial district.

15 2. The Complaint in Interpleader was properly brought by F&G Life in
16 good faith in the above-entitled Court and without collusion with any of the parties
17 hereto. F&G Life has no interest in the proceeds due and owing under the Certificate
18 of Life Insurance issued to Robert E. Sharp (Insured) or any portion thereof, save
19 and except as stakeholder.

20 3. The default entered against Francis C. Akins on June 13, 2013 is set
21 aside for the sole purpose of this Stipulation.

22 4. The Certificate’s proceeds that have been deposited with this Court
23 shall be distributed as follows:

- 24 a. Defendant Francis C. Akins shall receive \$3,800.00. This amount shall
25 be paid from the funds deposited with this Court and the Clerk of the
26 Court shall pay this sum by check payable to “Francis C. Akins” and
27 mailed to him at 309 E. Hillcrest, #175, Inglewood, CA 90301;

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- 1 b. Defendant Secri Hobdy, as guardian ad litem for Robert E. Sharp, a
2 minor, shall receive \$32,248.20. This amount shall be paid from the
3 funds deposited with this Court and the Clerk of the Court shall pay this
4 sum by check payable to “Secri Hobdy, as guardian ad litem for Robert
5 E. Sharp, a minor” and mailed to her at 6111 S. Hobart Blvd., Los
6 Angeles, CA 90047;
- 7 c. Defendant Sheila Sharp shall receive \$27,179.03. This amount shall be
8 paid from the funds deposited with this Court and the Clerk of the Court
9 shall pay this sum by check payable to “Sheila Sharp” and mailed to her
10 at 736 E. 99th St., Los Angeles, CA 90002;
- 11 d. Defendant Brandy S. Sharp shall receive \$27,179.04. This amount shall
12 be paid from the funds deposited with this Court and the Clerk of the
13 Court shall pay this sum by check payable to “Brandy S. Sharp” and
14 mailed to her at 630 Venice Way, Apt. 317, Inglewood, CA 90302;
- 15 e. Defendant Chevon Sharp shall receive \$27,179.04. This amount shall
16 be paid from the funds deposited with this Court and the Clerk of the
17 Court shall pay this sum by check payable to “Chevon Sharp” and mail
18 to her at 736 E. 99th St., Los Angeles, CA 90002; and
- 19 f. Defendant Demornay E. Sharp shall receive \$27,179.04. This amount
20 shall be paid from the funds deposited with this Court and the Clerk of
21 the Court shall pay this sum by check payable to “Demornay E. Sharp”
22 and mailed to her at 736 E. 99th St., Los Angeles, CA 90002.

23 5. F&G Life is entitled to and shall receive the sum of \$6,258.94. as
24 reimbursement for its reasonable attorneys’ fees and costs incurred in connection
25 with this interpleader action. This amount shall be paid to F&G Life from the funds
26 deposited with this Court and the Clerk of the Court shall pay this sum by check
27 payable to “Fidelity & Guaranty Life Insurance Company” and mailed to its counsel
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1 of record, Lee Tran & Liang, A Professional Law Corporation, 601 S. Figueroa St.,
2 Suite 4025, Los Angeles, CA 90017.

3 6. Defendants are permanently enjoined from instituting or prosecuting
4 any other proceeding in any court against F&G Life or its agents, representatives or
5 employees which in any way related to the Certificate, its proceeds, or the issues
6 raised in this interpleader.

7 7. F&G Life is discharged from any and all liability of any kind to each
8 Defendant, or any other person or entity claiming by, through or under any
9 Defendant, arising out of or in any way connected with the Certificate, any claim for
10 benefits under the Certificate or this interpleader action.

11 8. This action is dismissed in its entirety.

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14 Dated: July 17, 2013



15 THE HON. STEPHEN V. WILSON
16 UNITED STATES DISTRICT JUDGE
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