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**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

IN RE:
ESTATE OF RICK CURTIS,
Decedent

CASE NO.: 2:16-cv-08205-JAK (SKx)

ARACELI PATRICIO,
Petitioner,

**ORDER FOR DISTRIBUTION OF
FUNDS AND DISCHARGE AND
DISMISSAL OF THE
PRUDENTIAL LIFE INSURANCE
COMPANY OF AMERICA**

v.

JS-6

THE PRUDENTIAL LIFE
INSURANCE COMPANY OF
AMERICA, DOES 1 through 5
inclusive,
Respondent.

AND ALL RELATED ACTIONS.

Upon Joint Motion submitted by Petitioner Araceli Patricio, as Co-Administrator of the Estate of Rick Curtis, Third Party Defendants Tracy Curtis, as Co-Administrator of the Estate of Rick Curtis, Anthony Curtis,¹ a minor, A.C.2., a minor, and E.R., a minor, (collectively, the “Adverse Claimants”) and Respondent and Third Party Plaintiff The Prudential Insurance Company of America

¹ Third Party Defendant Anthony Curtis was originally identified as “A.C.1., a minor” because he was believed to be a minor at that time. The parties have subsequently confirmed that Anthony Curtis is an adult, having reached the age or majority in the first half of 2017.

1 (“Prudential”), the Court having considered the application of the parties, and for
2 good cause having been shown:

3
4 **IT IS ORDERED** as follows:

5 1. Upon entry of an Order by the California Superior Court, County of
6 Los Angeles, (“Los Angeles Superior Court”) permitting such distribution,
7 Prudential shall be permitted to distribute to the co-Administrators of the Estate of
8 Rick Curtis (“Estate”) funds equal to the sum of death benefit proceeds in the
9 aggregate amount of \$580,000, which is comprised of \$240,000 in Plan Basic life
10 insurance benefits, and Plan Basic Accidental and Dismemberment benefits,
11 (together, the “Death Benefit”) that became due as a result of the death of Rick
12 Curtis in connection with Group Life Insurance policy number G-50052-CA,
13 which was issued by Prudential to Yahoo! Inc. (the “Plan”), less an award of
14 \$25,000 to Prudential for reimbursement of its attorneys’ fees and costs, plus
15 applicable interest, if any;

16 2. Upon such distribution, Prudential shall be, and hereby is, discharged
17 from all liability relating to the Death Benefit or otherwise in connection with the
18 Plan;

19 3. The Adverse Claimants shall be, and hereby are, permanently
20 enjoined from making any further actual or implied claims, demands and causes of
21 action, asserted or unasserted, express or implied, foreseen or unforeseen, real or
22 imaginary, suspected or unsuspected, known or unknown, liquidated or
23 unliquidated, of any kind or nature or description whatsoever, that the Adverse
24 Claimants, jointly and severally, ever had, presently have, may have, or claim or
25 assert to have, or hereinafter have, may have, or claim or assert to have, against
26 Prudential with respect to the Death Benefit at issue or otherwise in connection
27 with the Plan;
28
