



1 WHEREAS, New York Life has at all relevant times admitted liability under the terms of  
2 the Policy, makes no claim to the Policy proceeds, and has been unable to determine the proper  
3 beneficiary in light of the Defendants-in-Interpleaders' competing claims;

4 WHEREAS, on December 6, 2012, New York Life filed this action-in-interpleader pursuant  
5 to F.R.C.P. 22, and deposited with the Court the full proceeds of the Policy with accrued statutory  
6 interest in the amount of \$1,002,602.74;

7 WHEREAS, in its Complaint-in-Interpleader New York Life sought, among other things, to  
8 be discharged and dismissed from this action in order to terminate all actual or potential liability  
9 under the Policy and to recover its attorneys' fees and costs incurred in preparing and participating  
10 in this action;

11 WHEREAS, Defendants-in Interpleader on the one hand, and New York Life on the other,  
12 have reached a compromise and agreement for the dismissal and discharge of New York Life from  
13 this action.

14 **STIPULATION**

15 IT IS HEREBY STIPULATED BY AND BETWEEN COUNSEL OF RECORD FOR  
16 EACH OF THE PARTIES:

17 1. New York Life and its agents, attorneys and assigns are discharged of all liability  
18 with respect to or related to the Policy and this action;

19 2. New York Life is dismissed from this action with prejudice;

20 3. The Defendants-in-Interpleader, and each of them, their agents, attorneys and  
21 assigns, are enjoined perpetually, restraining each of them, their agents, attorneys and assigns, from  
22 instituting any suit at law or equity, or action of any kind whatsoever, against New York Life and its  
23 agents, attorneys and assigns, with respect to the Policy and/or the proceeds of the Policy;

24 4. New York Life waives all claims to recovery of attorneys' fees and costs to be paid  
25 from the interpleaded funds or otherwise.

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1           5.       New York Life on the one hand, and Defendants-in-Interpleader on the other, shall  
2 bear their own costs, without prejudice to any claims as between Defendants-in-Interpleader as to  
3 recovery of costs.

4 Dated: February 28, 2013

BARGER & WOLEN LLP

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By: /s/ J. RUSSELL STEDMAN  
J. RUSSELL STEDMAN  
BRENDAN V. MULLAN  
Attorney for Plaintiff-in-Interpleader  
NEW YORK LIFE INSURANCE AND  
ANNUITY CORPORATION

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Dated: February 28, 2013

THE HERITAGE LAW GROUP, A.P.C.

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By: /s/ JILL R. SCHACHTER  
ROGER D. WINTLE  
JILL R. SCHACHTER  
Attorney for Defendant-in-Interpleader  
BRIAN GOMEZ

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Dated: February 28, 2013

BRADLEY, DRENDEL & JEANNEY

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By: /s/ WILLIAM C. JEANNEY  
WILLIAM C. JEANNEY  
JAMES ANDRE BOLES, CBA 141639  
Attorney for Defendant-in-Interpleader  
INGA STILES

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1 **ORDER**

2 **GOOD CAUSE APPEARING THEREFORE, IT IS ORDERED:**

3 1. New York Life and its agents, attorneys and assigns are discharged of all liability  
4 with respect to or related to the Policy or this action;

5 2. New York Life is dismissed from this action with prejudice;

6 3. The Defendants-in-Interpleader, and each of them, their agents, attorneys and  
7 assigns, are enjoined perpetually, restraining each of them, their agents, attorneys and assigns, from  
8 instituting any suit at law or equity, or action of any kind whatsoever, against New York Life and its  
9 agents, attorneys and assigns, with respect to the Policy and/or the proceeds of the Policy;

10 4. New York Life shall not recover any attorneys' fees and costs from the interpleaded  
11 funds or otherwise in this action.

12 New York Life on the one hand, and Defendants-in-Interpleader on the other, shall bear  
13 their own costs, without prejudice to any claims as between Defendants-in-Interpleader as to  
14 recovery of costs.

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16 Dated: 3/1/13



17 THE HONORABLE RICHARD SEEBORG  
18 JUDGE, U.S. DISTRICT COURT