

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION at LEXINGTON

CIVIL ACTION NO. 08-170-KSF

PRINCIPAL LIFE INSURANCE COMPANY

PLAINTIFF

v.

OPINION & ORDER

NANCY SUE BOLING, *et al*

DEFENDANTS

* * * * *

The plaintiff in this interpleader action, Principal Life Insurance Company (“Principal”), has paid into the registry of the Court the sum of \$44,000.00 (the “Funds”), which represent benefits payable upon the death of Larry Young, an insured under a group life and accidental death and dismemberment insurance policy (No. H43564, the “Policy”) that Principal issued to Young’s employer. The defendants are multiple parties claiming to be entitled to receive the Funds. Principal now moves the Court for judgment on the interpleader action, waiving any claim to the recovery of its attorneys fees from the Funds and asserting no continuing interest in or right to the Funds [DE # 24]. Specifically, Principal moves the Court for a judgment to the effect that:

- (1) each of the defendants be restrained from instituting any action against Principal for the Funds or for payment of benefits under the Policy as described in the Complaint and in the preceding paragraphs;
- (2) each of the defendants be required to interplead and settle between and amongst themselves their rights to the Funds as benefits under the Policy as described in the preceding paragraphs, and that Principal be discharged from any and all liability therefor; and

(3) Principal be dismissed with prejudice as a party to this action.

The defendants have not objected or responded to Principal's motion for judgment. Because Principal asserts no continuing interest in or right to the Funds and all parties claiming to be entitled to receive the Funds are defendants to this action and are before the Court, the Court will grant Principal's motion for judgment.

Also before the Court is the motion of the defendant, Robert Heim, Administrator of the Estate of Diana Young, *et al*, ("Heim"), for entry of an Agreed Judgment in favor of Jacquie Akre, Gregory Akre and Trenton Robinson, individually and as heirs-at-law of the Estate of Diana Young, equally, to the Funds [DE #27]. According to Heim, there is no dispute that the heirs of Diana Young's estate are entitled to the Funds. Heim's motion, however, is signed only by counsel for Diana Young's heirs, and the remaining defendants have not responded to this motion or signed off on the tendered Agreed Judgment. Accordingly, Heim's motion will be denied without prejudice to refile a joint motion for entry of Agreed Judgment.

Accordingly, the Court hereby **ORDERS** as follows:

- (1) Principal's motion for judgment [DE #24] is **GRANTED**, and
 - (a) Principal is released and discharged from any further liability to any party in this action arising out of the Policy at issue in this matter, and the defendants are required to interplead and settle between and amongst themselves their rights to the Funds as benefits under the Policy as described in the preceding paragraphs;
 - (b) the defendants are permanently enjoined and restrained from instituting any action against Principal for the Funds or payment of benefits under the Policy; and
 - (c) Principal is **DISMISSED** as a party to this action.

- (2) Heim's motion for entry of Agreed Judgment [DE # 27] is **DENIED** without prejudice; and
- (3) **WITHIN 30 DAYS OF ENTRY OF THIS ORDER**, counsel for the defendants shall **FILE** a joint motion for entry of judgment and tender an Agreed Judgment as to the appropriate disbursement of the Funds or shall advise the Court that they are unable to agree on the appropriate disbursement of the Funds.

This 6th day of November, 2008.



Signed By:

Karl S. Forester *K S F*

United States Senior Judge