

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
AT LOUISVILLE

CIVIL ACTION NO. 3:12-CV-236

SEARS LIFE INSURANCE COMPANY

PLAINTIFF/INTERPLEADER

V.

MARK D. HURST, AUDREY KIM HURST,
LAURA H. JOHNSON and JOHN R. HURST

DEFENDANTS

MEMORANDUM OPINION AND ORDER

Sears Life Insurance Company (“Sears Life Insurance”) filed this interpleader action to allow Defendants to resolve their dispute regarding division of the insurance proceeds known to be \$100,000. Sears Life Insurance has now moved for leave to tender a check payable to the Clerk, United States District Court, in the amount of \$100,000.00. In their answers, none of Defendants asserted a counterclaim against Sears Life Insurance. Defendants only assert that they are still investigating Sears’ liability or would like it to remain a party for discovery purposes. No claims having been asserted against Sears, no basis remains for it to remain a party. The Court being otherwise sufficiently advised,

IT IS HEREBY ORDERED that Sears Life Insurance’s motion is SUSTAINED and Sears Life Insurance is directed to tender a check, made payable to the Clerk, United States District Court, in the amount of \$100,000.00 which is to be deposited in an interest-bearing account, and held in that account until further directed by order of the Court.

IT IS FURTHER ORDERED that Sears Life Insurance is hereby DISMISSED from this matter with prejudice.

cc: Counsel of Record
Finance Department, U.S. District Court