

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

UNICARE LIFE & HEALTH)
 INSURANCE COMPANY)
)
 Plaintiff,)
 v.)
)
 WENDY L. HOFFMAN, and LISA)
 GUFFEY, INDIVIDUALLY AND AS)
 REPRESENTATIVE OF THE ESTATE OF)
 MORRIS MILLSAPS,)
)
 Defendants.)
 _____)

Civil Action No.
3:13-cv-408-GCM-DSC

ORDER AND DISMISSAL

THIS MATTER COMING ON TO BE HEARD and being heard before the undersigned Honorable Graham C. Mullen upon a consent motion of the parties Lisa Guffey and Wendy L. Hoffman, and the Court, having reviewed said motion and the other pleadings in this matter, holds as follows:

FINDINGS OF FACT

1. Lisa Guffey (“Guffey”) is a citizen and resident of Gaston County, North Carolina and is subject to the venue and jurisdiction of this Court.
2. Wendy L. Hoffman (“Hoffman”) is a citizen and resident of Gaston County, North Carolina and is subject to the venue and jurisdiction of this Court.
3. Morris C. Millsaps, deceased (the “Insured”), was a participant in an employee welfare benefit plan through his employer, Ford Motor Company. The Insured held basic group life insurance coverage. The group life insurance policy at issue providing for the death benefit is policy number GI 17-GCC (the “Policy”). (See Exhibit A of Plaintiff Unicare Life & Health Insurance Company’s (“Unicare”) Complaint.)
4. Guffey is the daughter of the Insured.
5. On December 27, 2007, the Insured had a stroke, suffering mental and physical

disabilities as a result.

6. On or about the time of the Insured's stroke, Hoffman began working as a full-time caretaker who lived in the Insured's house and assisted him with his day-to-day chores that he was unable to do alone.

7. On or about July 2, 2008, the beneficiary on the Policy was changed naming Defendant Hoffman as beneficiary. (See Exhibit C of Plaintiff Unicare's Complaint.) Hoffman filled out the change of beneficiary form, listing her relationship to the Insured as a "friend" and as having a "power of attorney." Under the change of beneficiary form, Hoffman was to receive 100% of the insurance benefits.

8. The Insured died on April 17, 2013.

9. On or about May 5, 2013, Hoffman submitted a Beneficiary Claim Form to Unicare in order to claim the beneficiary benefits, requesting that the full amount of the insurance proceeds be paid to her. (See Exhibit D of Plaintiff Unicare's Complaint.) In said Form, Hoffman stated her relationship with the Insured was as a "friend."

10. At the time of the Insured's death, the life insurance coverage under the Policy had a death benefit of \$17,392.50 (the "Death Benefit").

11. Hoffman also had herself designated as the sole beneficiary of the Insured's retirement benefits from Ford Motor Company.

12. After the Insured's death, Guffey notified Unicare that she challenged Hoffman's entitlement to any insurance benefits based on various claims.

13. On July 13, 2013, Unicare filed a Complaint in Interpleader naming both Guffey and Hoffman as defendants. The amount of insurance proceeds in question was \$17,392.50.

14. On August 23, 2013, Guffey filed an Answer to Unicare's Complaint and a Crossclaim against Hoffman. On September 23, 2013, Hoffman filed an Answer to Unicare's Complaint and

Guffey's Crossclaim

15. On November 13, 2013, Unicare filed a motion to deposit the insurance proceeds and for payment of attorney's fees. Said motion was granted, and Unicare deposited the principal sum of \$14,192.50 and was dismissed from the case.

16. The parties have consented and agreed that Lisa Guffey is the proper beneficiary of the Policy and that the principal sum of \$14,192.50 and any accrued interest should be paid to Guffey.

17. Guffey and Hoffman have requested that all claims be dismissed with prejudice with both parties bearing her own attorneys' fees and costs in this matter.

CONCLUSIONS OF LAW

1. The Court has jurisdiction of the parties and the subject matter of this action.
2. This Order is in the best interest of the parties.
3. Lisa Guffey is the proper beneficiary of the Policy (Unicare Policy No. GI 17-GCC) and is entitled to the remaining insurance proceeds, both principal and accrued interest, deposited with the Clerk of Court by Unicare.

BASED UPON THE FORGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Clerk of Court is ordered to disburse the funds deposited by Unicare, which represents the insurance proceeds from the Policy as well as any accrued interest, to Lisa Guffey or legal counsel;
2. Each of the parties shall bear her own respective costs and expenses, including attorneys' fees in this matter; and
3. This matter is dismissed with prejudice.

SO ORDERED.

Signed: July 1, 2014



Graham C. Mullen
United States District Judge

