

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NORTH CAROLINA  
STATESVILLE DIVISION  
5:09cv10

NEW YORK LIFE INSURANCE )  
COMPANY, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
YOUA VANG, as administratrix of the )  
estate of LAO VANG; FONG YANG; )  
“D.Y.,” a minor; and “A.Y.,” a minor; )  
 )  
Defendants. )  
\_\_\_\_\_ )

**ORDER**

**THIS MATTER** is before the Court on the Motion for Default Judgment (Document #31), filed March 29, 2010 by Defendant Youa Vang, in her capacity as Administratrix of the Estate of Lao Vang, and by Khue Vang, as *Guardian Ad Litem* for Defendants D.Y. and A.Y. This matter is ripe for disposition.

This is an action for interpleader commenced by Plaintiff New York Life Insurance Company in order to avoid conflicting liabilities on the life insurance policy issued to Lao Vang. According to the allegations of the complaint, Lao Vang was stabbed to death by her husband Fong Yang, (Compl. ¶ 13), who was designated as the primary beneficiary of the insurance policy that is the subject of this case. (Compl. ¶ 12.) Although he has been indicted for the murder of Lao Vang, Fong Yang’s current whereabouts are unknown. (Compl. ¶¶ 15–16.) Fong Yang has not yet been convicted of this crime. (Compl. ¶ 17.) Further complicating matters, there are two different “Special Standard Family Designation” beneficiary lists that provide for different contingent beneficiaries of Lao Vang’s life insurance policy. (Compl. ¶ 12.) The first names Lao Vang’s estate

as the contingent beneficiary, and the second names Lao Vang's two minor children, A.Y. and D.Y. (Id.)

Fong Yang has failed to respond to the complaint in this case. He has likewise failed to respond to the crossclaim of the other defendants, which asserts that Fong Yang wrongfully killed Lao Vang and that, as a result, the proceeds of the instant policy should pass to the contingent beneficiaries. Because Fong Yang's current whereabouts were and still remain unknown, the complaint and the crossclaim were served upon Fong Yang by publication. (Documents # 17, 30.) The Clerk has entered default against Fong Yang as to both Plaintiff's complaint and the crossclaim. (Documents # 20, 33.)

In the motion now before the Court, Defendants Youa Vang, A.Y., and D.Y. ask the court to grant a default judgment against Fong Yang on their crossclaim and to thereby hold that Fong Yang is not entitled to any of the insurance proceeds in this case. The remaining defendants further agree that A.Y. and D.Y. should receive all proceeds from Lao Vang's life insurance policy.

**WHEREFORE**, for the foregoing reasons, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

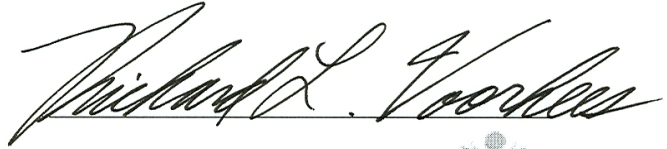
1. Default Judgment is **GRANTED** in favor of Defendants Youa Vang, A.Y., and D.Y. on their crossclaim against Defendant Fong Yang. Defendant Fong Yang has failed to either answer or appear in this matter. As the slayer of Lao Vang, Fong Yang is not entitled to any of the proceeds of Lao Vang's life insurance policy.

2. The parties agree that A.Y. and D.Y. are entitled to the full amount of the proceeds in this case. Thus, there are no disputed issues of fact or law that remain to be resolved. Per the agreement of Defendants Youa Vang, A.Y., and D.Y., the entire amount of Lao Vang's life insurance proceeds currently deposited in this Court's registry shall be distributed by the Clerk in favor of Defendants

A.Y. and D.Y.

**SO ORDERED.**

Signed: April 20, 2010

A handwritten signature in black ink, reading "Richard L. Voorhees". The signature is written in a cursive style with a horizontal line underneath it.

Richard L. Voorhees  
United States District Judge

