IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

AMERICAN GENERAL LIFE INSURANCE COMPANY,	)	
Plaintiff,	)	
v.	)	
	)	**Civil Action No. _____**
CARL F. HENNEBERG, JR., CATHERINE ANNE CUERIA, and CAROLINE ELIZABETH CUERIA,	)	
Defendants.	)	

COMPLAINT FOR INTERPLEADER RELIEF

Plaintiff American General Life Insurance Company, by and through its undersigned attorneys, hereby files its Complaint for Interpleader Relief pursuant to Rule 22 of the Federal Rules of Civil Procedure against Defendants Carl F. Henneberg, Jr., Catherine Anne Cueria and Caroline Elizabeth Cueria, and states as follows:

Parties

1. American General Life Insurance Company ("American General") is a Texas insurance company with its principal place of business in Houston, Texas.

2. Carl F. Henneberg, Jr. is a citizen and resident of the State of Louisiana residing in Jefferson Parrish.

3. Catherine Anne Cueria is a citizen and resident of the State of Louisiana residing in Jefferson Parrish.

4. Caroline Elizabeth Cueria is a citizen and resident of the State of Louisiana residing in Jefferson Parrish.

Jurisdiction and Venue

5. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a)(1). Complete diversity of citizenship is present as Plaintiff is a citizen of the State of Texas and Defendants are citizens of the State of Louisiana. Furthermore, as more fully set out below, the matter in controversy exceeds the sum of $75,000, exclusive of interest and costs.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1397 because each of the Defendants resides in this District.

Factual Background

7. On or about November 14, 1990, American General Life Insurance Company issued Flexible Premium Adjustable Life Insurance Policy Number XXXXX2127L on the joint lives[1] of Carl F. Henneberg and Janet R. Henneberg with a face amount of $600,000.00. *See* American General Life Insurance Company Policy No. XXXXX2127L (the "Policy"), attached as Exhibit A. The Policy's application listed Defendant Carl F. Henneberg, Jr. and Anne Henneberg Cueria, the children of Carl and Janet Henneberg, as co-owners and equal beneficiaries. *Id*.

8. Upon information and belief, Carl F. Henneberg passed away on February 18, 2017.

9. Upon information and belief, Anne Henneberg Cueria passed away on January 14, 2018

10. On or about August 19, 2021, Defendant Carl F. Henneberg, Jr. submitted a request to change the ownership of the Policy and primary beneficiary designation to his name individually, in light of the death of co-owner and co-beneficiary Anne Henneberg Cueria. *See* Ownership Change Request, attached as Exhibit B.

[1] Under the terms of the Policy, the death benefit was payable upon the death of the last surviving insured. This type of policy is sometimes referred to as a "second to die" policy.

11. On August 24, 2021, American General sent a letter to Defendant Carl F. Henneberg, Jr. acknowledging the change of ownership and beneficiary designation. *See* August 24, 2021 letter, attached as Exhibit C.

12. On or about May 26, 2022, American General received a letter from attorney Brent Cueria on behalf of Defendants Catherine and Caroline Cueria (the children of Anne Henneberg Curia), informing the company that Defendants Catherine and Caroline Cueria were asserting an ownership interest in the Policy that passed to them upon the death of Anne Henneberg Curia. *See* May 26, 2022 Letter from Brent Cueria, attached as Exhibit D.

13. Janet R. Henneberg passed away on June 11, 2022.

14. As a result of the death of Janet R. Henneberg, the Policy's death benefit became due and payable to the beneficiary or beneficiaries.

15. On or about June 13, 2022, American General received a letter from attorney Brent Cueria informing the company that Defendants Catherine and Caroline Cueria "claimed beneficiary status on the policy." *See* June 13, 2022 Letter from Brent Cueria, attached as Exhibit E.

16. In light of the adverse claims from Defendants, American General cannot determine the proper beneficiary of the Policy benefit without risking exposure to double liability or multiple litigation.

Count One

Interpleader Relief

17. American General incorporates Paragraphs 1-16 by reference.

18. As a result of the foregoing, there exists actual or potential rival, adverse, and conflicting claims to the death benefit described above, and American General is unable to discharge its admitted liability without exposure to multiple liability, multiple litigation, or both.

19. American General is an innocent stakeholder seeking to interplead funds into the Court's Registry to resolve conflicting claims and potential rights to the benefits due and owing under the Policy.

20. American General neither has, nor claims, any interest in the death benefit under the Policy and at all times has been willing to pay the death benefit to the person or persons entitled to them.

21. American General should not be compelled to become involved in the dispute or contentions of the competing claimants, and the competing claimants should be ordered to litigate amongst themselves without further involvement of American General.

22. American General has in no way colluded with any of the parties named herein concerning the matters of this case. American General has filed this Complaint for Interpleader Relief of its own free will to avoid multiple liability, multiple litigation, or both.

23. Contemporaneously with the filing of this Complaint for Interpleader Relief, American General has moved for leave to deposit into the registry of the Court the benefits due and owing under the Policy, less indebtedness for premiums due, plus accrued interest, if any.

24. American General alleges that it is entitled to interpleader relief pursuant to Federal Rule of Civil Procedure 22, and further alleges that it is entitled to recover reasonable attorneys' fees and costs as a result of these proceedings.

Relief Requested

WHEREFORE, Plaintiff American General Life Insurance Company requests the following relief:

a. That Defendants be enjoined from instituting or prosecuting against American General any proceeding in any state or United States Court or administrative tribunal relating to the death benefit payable under Policy Number XXXXX2127L and on account of the deaths of Carl F. Henneberg and Janet R. Henneberg, and that said injunction issue without bond or surety;

b. That Defendants be required to make full and complete Answer to this Complaint for Interpleader Relief, and to set forth to which of them the death benefit, or any part thereof, rightfully belongs, and how they make their claims thereto;

c. That this Court determine and declare the rights of the Defendants to the death benefit due and owing under Policy Number XXXXX2127L;

d. That this Court discharge American General of and from any and all further liability under Policy Number XXXXX2127L and on account of the deaths of Carl F. Henneberg and Janet R. Henneberg;

e. That this Court excuse American General from further attendance upon this cause and dismiss American General from this case, with prejudice;

f. That this Court enter an order awarding American General its costs and attorneys' fees in connection with this action, to be deducted from the death benefit due and owing under Policy Number XXXXX2127L; and

g. That this Court grant American General such other and further relief as this Court deems just and equitable.

Dated: August 18, 2022

Respectfully submitted,

/s/ Thomas A. Roberts
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