IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

ATHENE ANNUITY AND LIFE COMPANY,	§	
	§	
Plaintiff,	§	
	§	
v.	§	**CIVIL ACTION NO.: 1:26-cv-01374**
	§	
BYROLYN HOPE and BILLY WAYNE HOPE III,	§	
	§	
Defendants.	§	

COMPLAINT FOR INTERPLEADER

Interpleader Plaintiff Athene Annuity and Life Company ("Athene") hereby files this Complaint for Interpleader of Defendants Byrolyn Hope and Billy Wayne Hope III pursuant to Federal Rule of Civil Procedure 22. Athene respectfully shows the Court as follows:

PARTIES

1. Athene Annuity and Life Company is a corporation organized and existing under the laws of the State of Iowa. Athene is therefore a citizen of Iowa within the meaning and intent of 28 U.S.C. § 1332.

2. Upon information and belief, Defendant Byrolyn Hope maintains a primary residence at 10015 Old Lockhart Road, Austin, Texas 78747 and is a citizen of the State of Texas within the meaning and intent of 28 U.S.C. § 1332.

3. Upon information and belief, Defendant Billy Wayne Hope III maintains a primary residence at 1825 Rocky Road, Kyle, Texas 78640 and is a citizen of the State of Texas within the meaning and intent of 28 U.S.C. § 1332.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332 because (1) there is complete diversity between Athene, a citizen of Iowa, and Defendants, both of whom are citizens of Texas, and (2) the amount in controversy exceeds $75,000.

5. Venue is proper in this District and Division pursuant to 28 U.S.C. §§ 1391 and 1397 because a substantial part of the events or omissions giving rise to this interpleader action occurred in this District and Division and because, upon information and belief, both Defendants reside in this District and Division.

FACTUAL BACKGROUND

6. On or around December 20, 2022, Athene received a signed application for an annuity contract (the "Annuity Contract").

7. The application identified Byrolyn Hope as both the intended owner and annuitant of the Annuity Contract and was signed by Byrolyn Hope.

8. When she applied for the Annuity Contract, Byrolyn Hope presented a signed and notarized durable Power of Attorney (the "POA") granting Byrolyn Hope broad personal and financial decision-making authority for Billy Wayne Hope III.

9. Shortly after receiving the signed application, Athene received a $1,500,000 check in payment for the Annuity Contract's premium. On its face, the check was generally consistent with the POA presented by Byrolyn Hope.

10. On or around December 29, 2022, Athene approved the application in reliance upon the representations made therein and issued the Annuity Contract. The Annuity Contract bears policy number ******8592.

11. At the time of issuance, The Billy Wayne Hope III Trust was the sole designated beneficiary of the Annuity Contract's death benefit. The aforementioned beneficiary designation was not specified as irrevocable.

12. On or around January 16, 2024, Byrolyn Hope requested to withdraw $70,000 from the Annuity Contract funds. In accordance with the Annuity Contract and federal tax withholding requirements, Athene issued a $63,000 payment to Byrolyn Hope on or around January 17, 2024.

13. On or around December 12, 2024, Byrolyn Hope requested to withdraw $210,000 from the Annuity Contract funds. In accordance with the Annuity Contract and federal tax withholding requirements, Athene issued a $166,804.39 payment to Byrolyn Hope on or around December 20, 2024.

14. Byrolyn Hope then submitted a beneficiary change request to Athene on or around December 20, 2024, seeking to designate Christopher Dean Godwin as the sole beneficiary of the Annuity Contract's death benefit. Because the previous beneficiary designation was not specified as irrevocable, Athene accepted the change request.

15. On or around May 30, 2025, Billy Wayne Hope III, or someone acting on his behalf, contacted Athene and alleged that Byrolyn Hope had stolen from him the $1,500,000 used to purchase the Annuity Contract. Billy Wayne Hope III asserted ownership of and demanded return of the Annuity Contract funds.

16. In response to Billy Wayne Hope III's allegations, Athene placed the Annuity Contract funds on an ongoing hold (i.e., no withdrawals are being allowed at this time).

17. Athene now faces the risk of multiple liability based on competing claims against the Annuity Contract and seeks the Court's determination of the funds' rightful owner. Athene is not asserting any claim to the funds and has no interest in the outcome of any ownership dispute.

18. As of the time of this filing, the accumulated value of the Annuity Contract is in excess of $1,500,000. While Rule 22 does not require deposit at this time, Athene unconditionally tenders the disputed funds for deposit into the Court's registry.[1]

CLAIM FOR INTERPLEADER AND DISCHARGE

19. Athene hereby incorporates by reference the preceding paragraphs as if fully set forth herein.

20. Under Rule 22, a party may elect to protect itself by interpleading as defendants "persons with claims that may expose [the party] to double or multiple liability." FED. R. CIV. P. 22(a)(1).

21. As set forth above, there is an actual, justiciable controversy between and among the Defendants as to the Annuity Contract funds. Defendants' rival claims are adverse and conflicting, and Athene is unable to determine which party has the legal right to the Annuity Contract funds.

22. Athene is a disinterested stakeholder in the Annuity Contract funds and seeks only to determine the rightful owner of the funds. Athene has reasonable grounds to anticipate that it may be exposed to double or multiple liability absent the relief sought by this Complaint.

23. Athene brings this Complaint in good faith, is not in controversy or collusion with any Defendant, and is prepared to tender the Annuity Contract funds into the Court's registry as directed by the Court.

24. Consequently, Athene is entitled to a discharge of liability to Defendants and to the recovery of reasonable costs and attorney's fees to be paid out of the interpleaded funds. *See generally Rhoades v. Casey*, 196 F.3d 592 (5th Cir. 1999).

[1] The Annuity Contract is an appreciating asset. Therefore, the rightful owner of the funds may be prejudiced by a deposit at this time. However, Athene is prepared to deposit the funds upon order by the Court.

PRAYER FOR RELIEF

In accordance with the facts set forth above and as provided by law, Athene respectfully requests that the Court enter an order which:

a. Accepts Athene's unconditional tender of the Annuity Contract funds;

b. Directs Defendants to assert their respective claims to the Annuity Contract funds without further involvement of Athene;

c. Dismisses Athene from this litigation with prejudice and discharges Athene from any and all further liability arising out of or relating to this litigation, the Annuity Contract, and/or the Annuity Contract funds (beyond the unconditional tender specified above);

d. Enjoins and restrains Defendants from commencing or prosecuting against Athene any state or federal litigation, or similar judicial or administrative claims, arising out of or relating to this litigation, the Annuity Contract, and/or the Annuity Contract funds; and

e. Awards Athene its reasonable costs and attorney's fees incurred in filing this Complaint.

Athene requests any further relief to which it may be justly entitled, whether at law or in equity.

Respectfully Submitted,

/s/ Jesse Linebaugh

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