

served with the summons and this Complaint at her residence located at 3102 Sappington Place, Apt. 343, Fort Worth, Texas 76116-4140.

4. Upon information and belief, defendant Daniel Chase McIlroy (“Chase McIlroy”) is the son of the Decedent, and he resides in Bedford, Texas. McIlroy may be served with the summons and this Complaint at his residence located at 3704 Westview Drive, Bedford, Texas 76021.

5. Upon information and belief, defendant White’s Funeral Homes, Inc. (“White’s Funeral Home”) is a corporation organized under the laws of the State of Texas with its principal place of business in Weatherford, Texas. White’s Funeral Home may be served with the summons and this Complaint by serving its President, Bob White, at 130 Houston Avenue, Weatherford, Texas 76086.

JURISDICTION AND VENUE

6. This Court has original jurisdiction of this action pursuant to 28 U.S.C. §1331 because this action arises under the laws of the United States, specifically the Federal Employees’ Group Life Insurance Act, 5 U.S.C. §§8701, *et seq.* (“FEGLIA”). This is an Interpleader action brought pursuant to Rule 22 of the Federal Civil Procedure.

7. Venue is proper pursuant to 28 U.S.C. § 1391(b) and 28 U.S.C. § 1397 because multiple defendants reside in this district and a substantial part of the events giving rise to this action occurred in this district.

CAUSE OF ACTION IN INTERPLEADER

8. The Decedent, as a retired federal employee, was covered under the Federal Employees’ Group Life Insurance Policy (the “FEGLI Policy”) issued by MetLife to the Office of

Personnel Management (“OPM”) pursuant to FEGLIA. The Office of Federal Employees’ Group Life Insurance (“OFEGLI”) is an administrative unit of MetLife responsible for administering the claims process of the FEGLI Policy.

9. All record keeping for retired employees under the FEGLI Policy is done by OPM. OFEGLI becomes involved only following the death of an insured. At that point, documents from the deceased’s personnel file that are relevant to adjudication of claims for his or her life insurance benefits are forwarded to OFEGLI by the record keeper. OFEGLI then adjudicates the claims.

10. Federal law governs the payment of life insurance benefits payable under the FEGLI Policy. FEGLIA, 5 U.S.C. §8705, provides in part that:

(a) Except as provided in subsection (e), the amount of group life insurance and group accidental death insurance in force on an employee at the date of his death shall be paid, on the establishment of a valid claim, to the person or persons surviving at the date of his death, in the following order of precedence:

First, to the beneficiary or beneficiaries designated by the employee in a signed and witnessed writing received before death in the employing office or, if insured because of receipt of annuity or of benefits under subchapter I of section 8706(b) of this title, in the Office of Personnel Management. For this purpose, a designation, change, or cancellation of beneficiary in a will or other document not so executed and filed has no force or effect chapter 81 of this title as provided by.

Second, if there is no designated beneficiary, to the widow or widower of the employee.

Third, if none of the above, to the child or children of the employee and descendants of deceased children by representation.

Fourth, if none of the above, to the parents of the employee or the survivor of them.

Fifth, if none of the above, to the duly appointed executor or administrator of the estate of the employee.

Sixth, if none of the above, to other next of kin of the employee entitled under the laws of the domicile of the employee at the date of his death.

11. On April 29, 2005, Decedent executed a beneficiary designation (the “April 2005 Designation”) and designated Arianna Worton and Chase McIlroy as co-primary beneficiaries, each receiving one-half of the benefits under the FEGLI Policy. There were no contingent beneficiaries named. A true and correct copy of the April 2005 Designation is attached hereto as **Exhibit A.**¹ This is the last beneficiary designation on file with OPM for Decedent.

12. Upon completion and submission of the April 2005 Designation to OPM for recording, the Decedent agreed to cancel any and all previous beneficiary designations and designate the beneficiaries named in the April 2005 Designation. Once OPM recorded the April 2005 Designation on May 5, 2005, the April 1990 Designation became invalid. **See Exhibit A.**

13. The Decedent died on June 25, 2016. A true and correct copy of the Decedent’s death certificate is attached hereto as **Exhibit B.**

14. As a result of the Decedent’s death, the life insurance benefits from her coverage under the FEGLI Policy, in the total amount of SEVENTY THREE THOUSAND DOLLARS (\$73,000.00) (the “FEGLI Proceeds”), became payable to the proper beneficiary(ies).

15. On or about July 12, 2016, OFEGLI received correspondence from Raymond Banks with multiple enclosures, in which Raymond Banks asserted that Decedent was his common law wife since 2003 and he disputed the validity of the April 2005 Designation on file. Among the enclosures were the following:

- A joint bank statement between the Decedent and Raymond Banks for the time period of 4/29/04 to 05/17/04 representing a \$15.00 balance as proof of co-mingled funds.
- A handwritten note from Decedent’s journal dated December 10, 2003 stating,

¹ The confidential information contained in the Exhibits attached hereto has been redacted.

“Ray and I x-changed vows & rings.”

- Two beneficiary designation forms, **unrelated to the FEGLI Proceeds**, dated April 15, 2011 (the “April 2011 Designations”) for retirement benefits and unpaid compensation benefits that designate “Raymond L. Banks,” “boyfriend,” as primary beneficiary to receive 100% of the retirement and unpaid compensation benefits.
- A change of address order from May 2003 showing the Decedent changing her address to the purported address of Raymond Banks.

Raymond Banks further asserts in his correspondence that there were reasons why the Decedent changed the beneficiary of her FEGLI benefits from Arianna Worton and Chase McIlroy to him. A true and correct copy of the July 12, 2016 correspondence with enclosures is attached hereto as **Exhibit C**. Raymond Banks has not produced any beneficiary designation naming him as the beneficiary of the FEGLI Proceeds.

16. On or about August 3, 2016, Raymond Banks again wrote OFEGLI and enclosed a claim form and affidavits executed by Arianna Worton and Chase McIlroy. In each affidavit, Arianna Worton and Chase McIlroy affirm that they were, “falsely listed as a beneficiary of one half of the life insurance proceeds of Judie Lee Whiteley.” Furthermore, Raymond Banks threatens legal action against MetLife if the affidavits are not recognized. A true and correct copy of the August 3, 2016 correspondence with enclosures is attached hereto as **Exhibit D**.

17. On or about August 12, 2016, Raymond Banks wrote to OFEGLI via email stating that he has legally met his requirements as the sole beneficiary of the benefits and that there would be legal repercussions if OFELGI contacted Arianna Worton and Chase McIlroy after they have signed off legally on the policy. Furthermore, Raymond Banks asserts that Arianna Worton and Chase McIlroy have no legal standing to sign any document affecting this policy as they have

completely and totally renounced ownership. A true and correct copy of the August 12, 2016 email is attached hereto as **Exhibit E**.

18. On August 15, 2016 Raymond Banks wrote to OFEGLI twice via email stating that if Arianna Worton and Chase McIlroy were paid the benefits, he would commence legal action against MetLife for “100 times the amount you owe me”. Furthermore, he asserts that he is the legal owner and beneficiary of the policy and that “nobody can do anything with it besides me personally.” True and correct copies of the August 15, 2016 emails are attached hereto as **Exhibit F**.

19. It is unknown to MetLife whether the beneficiaries of record, Arianna Worton and Chase McIlroy, were properly informed of their status and rights as beneficiaries when they purportedly disclaimed their rights in their affidavits. Some of the representations in the affidavits do not appear to be true, including their attestations that they have been informed that they are “falsely listed as beneficiaries.” Each affiant was not falsely listed as a beneficiary, rather each were properly designated under the April 2005 Designation. It is not clear who “informed” the affiants, but from the face of the affidavits, it appears that they were misinformed.

20. If Arianna Worton and Chase McIlroy were properly informed of their status and rights as named beneficiaries and have disclaimed their rights, then the next in the line of succession to receive the FEGLI Proceeds under FEGLIA, 5 U.S.C. §8705 would be the widow or widower of the employee followed by the child or children. See Paragraph 10 of Complaint. MetLife is unable to determine if the Decedent and Raymond Banks were in fact married. Raymond Banks makes assertions that his marriage with the Decedent was “ratified by the state of Texas and cannot be challenged.” However, there is conflicting evidence regarding the validity of the marriage between the Decedent and Raymond Banks, mainly:

- He claims to have been married to the Decedent in 2003 but in the April 2011 Designations that Decedent allegedly completed, she represents that Raymond Banks was her boyfriend; and
- His July 12, 2016 submission contains a funeral card showing Decedent's name as Judie Whitely Banks but on her official death certificate her name is listed as Judie Lee Whitely.

21. White's Funeral Home is a proper defendant because MetLife is unable to determine whether the Funeral Home is due a portion of the FEGLI Proceeds under an assignment.

22. MetLife cannot determine the proper beneficiary(ies) of the FEGLI Proceeds at issue without risking exposure to itself or OPM to multiple liabilities.

23. There are issues of fact and law that cannot be determined by MetLife.

24. As a mere stakeholder, MetLife has no interest in the FEGLI Proceeds at issue. MetLife, therefore, respectfully requests that this Court determine to whom the FEGLI Proceeds should be paid.

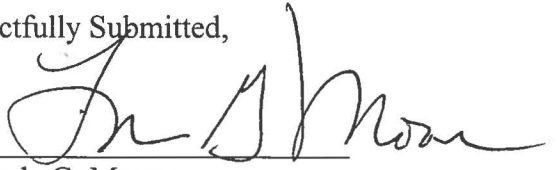
25. MetLife is ready, willing and able to pay the FEGLI Proceeds, in accordance with the terms of the FEGLI Policy, in such amounts and to whichever Defendant the Court shall designate.

26. MetLife will deposit into the Registry of the Court the FEGLI Proceeds, plus any applicable interest due and owing under the terms of the FEGLI Policy, for disbursement in accordance with the Judgment of this Court.

WHEREFORE, Plaintiff Metropolitan Life Insurance Company requests judgment as follows:

- (i) Restraining and enjoining the Defendants by from instituting any action or proceeding in any state or United States court against MetLife for the recovery of FEGLI Proceeds, plus any applicable interest payable as a consequence of the death of the Decedent;
- (ii) Requiring that Defendants litigate or settle amongst themselves their claims for the FEGLI Proceeds or upon their failure to do so, that this Court determine to whom the FEGLI Proceeds, plus applicable interest, if any, should be paid;
- (iii) Permitting MetLife to pay into the registry of the Court the FEGLI Proceeds, plus any applicable interest, and upon such payment dismissing MetLife with prejudice from this action, and discharging MetLife from any further liability for the FEGLI Proceeds, plus any applicable interest, payable as a consequence of the death of the Decedent; and
- (iv) Awarding MetLife such other and further relief as this Court deems just equitable and proper.

Respectfully Submitted,

By: 

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