

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION**

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,

Plaintiff,

v.

TANISHA MONROE, APRIL CHILES,
MARK CURTIS, PAMELA MONROE,
CYNTHIA MONROE BARNES, and
JACQUELINE REED,

Defendants.

Civil Action No.:

COMPLAINT IN INTERPLEADER

Plaintiff, The Prudential Insurance Company of America (“Prudential”), an insurance company organized under the laws of the State of New Jersey, with its principal place of business therein at 751 Broad Street, Newark, New Jersey, by way of Complaint in Interpleader says:

1. Prudential is an insurance company organized and existing under the laws of the State of New Jersey with its principal place of business in Newark, New Jersey.

2. Upon information and belief, Tanisha Monroe (“Tanisha”) is an adult individual who is a citizen of the State of Georgia and resides at 5358 Woodruff Farm Road, Apt. 901, Columbus, Georgia 31907. Upon information and belief, Tanisha is the daughter of Larrilain Monroe, deceased (the “Insured”) and is named in this action as a putative beneficiary of the life insurance proceeds at issue in this action.

3. Upon information and belief, April Chiles (“April”) is an adult individual who is a citizen of the State of Georgia and resides at 783 Honey Do Court, Columbus, Georgia 31907. Upon information and belief, April is the daughter of the Insured and is named in this action as a putative beneficiary of the life insurance proceeds at issue in this action.

4. Upon information and belief, Mark Curtis (“Mark”) is an adult individual who is a citizen of the State of Georgia and resides at 6611 Moon Cir., Columbus, Georgia 31907. Upon information and belief, Mark is the son of the Insured and is named in this action as a putative beneficiary of the life insurance proceeds at issue in this action.

5. Upon information and belief, Pamela Monroe (“Pamela”) is an adult individual who is a citizen of the State of Georgia and resides at 723 Crestline Drive, Columbus, Georgia 31907. Upon information and belief, Pamela is the ex-wife of the Insured and is named in this action as a putative beneficiary of the life insurance proceeds at issue in this action.

6. Upon information and belief, Cynthia Monroe Barnes (“Cynthia”) is an adult individual who is a citizen of the Commonwealth of Virginia and resides at 2716 Ash Street, Portsmouth, Virginia 23707. Cynthia is named in this action as a putative beneficiary of the life insurance proceeds at issue in this action.

7. Upon information and belief, Jacqueline Reed (“Jacqueline”) is an adult individual who is a citizen of the State of Georgia and resides at 6362 Olde Towne Drive, Columbus, Georgia 31907. Jacqueline is named in this action as a putative beneficiary of the life insurance proceeds at issue in this action.

JURISDICTION

8. This Court has original jurisdiction over this Interpleader action under the provisions of 28 U.S.C. § 1331, as the underlying claims at issue involve rights and liabilities

governed by federal law, specifically, the Servicemembers' Group Life Insurance Statute, 38 U.S.C. § 1965, et seq. ("SGLI").

9. This Court also has original jurisdiction over this Interpleader action pursuant to 28 U.S.C. § 1335, because the amount in controversy is greater than \$500.00, and there is diversity of citizenship between two or more of the defendants.

10. Further, this Court has original jurisdiction over this Interpleader action pursuant to 28 U.S.C. § 1332, because the amount in controversy is greater than \$75,000.00, and there is diversity of citizenship among the parties.

11. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)(3), 28 U.S.C. § 1397, and 28 U.S.C. § 1391(a) because it is the judicial district in which a substantial part of the events giving rise to the claim occurred and in which one or more of the defendants/claimants reside.

FACTS SUPPORTING INTERPLEADER

12. Prudential, through the Office of Servicemembers' Group Life Insurance ("OSGLI"), provided group life insurance benefits to the Department of Veterans Affairs of the United States, pursuant to SGLI, under group policy number G-32000 (the "Group Policy"). Attached hereto as Exhibit A is a true and correct copy of the Group Policy and amendments.

13. The Group Policy provides Veterans' Group Life Insurance ("VGLI") coverage to veterans who separate or are released from active duty. *See* Exhibit A, Article III.

14. At all relevant times, the Insured was covered under the Group Policy in the amount of \$100,000 (the "Death Benefit").

15. On or about February 1, 1992, in his Application for Veterans Group Life Insurance, the Insured designated his then-wife, Pamela, and his daughter, Tanisha, as co-equal

primary beneficiaries of the Death Benefit payable under the Group Policy. Attached hereto as Exhibit B is a true and correct copy of the Application for Veterans Group Life Insurance dated February 1, 1992.

16. Upon information and belief, the Insured and Pamela divorced on March 23, 2004. Attached hereto as Exhibit C is a true and correct copy of the Final Divorce Judgment and Decree, dated March 23, 2004, as provided to Prudential.

17. On November 22, 2015, the Insured signed a VGLI Beneficiary Designation Change form. In this form, he named three primary beneficiaries to receive a total of 60% of the Death Benefit as follows: 40% to Tanisha, 10% to April, and 10% to Mark. He did not designate a primary beneficiary to receive the remaining 40% of the Death Benefit. He did, however, name three contingent beneficiaries to receive a total of 40% of the Death Benefit as follows: 10% to Pamela, 20% to Cynthia, and 10% to Jacqueline. Attached hereto as Exhibit D is a true and correct copy of the VGLI Beneficiary Designation Change form, dated November 22, 2015.

18. On July 10, 2016, the Insured died in Georgia and the Death Benefit became due. Attached hereto as Exhibit E is a true and correct copy of the Insured's death certificate, as provided to Prudential.

19. To the extent the November 22, 2015 designation indicates an intent for all six (6) persons listed thereon to receive a portion of the Death Benefit, each Defendant has a potential claim to the Death Benefit.

20. To the extent the November 22, 2015 designation indicates an intent that only the listed primary beneficiaries receive a portion of the Death Benefit, Tanisha, April and Mark would still have a potential claim to the Death Benefit.

21. Pamela argues that, because the November 22, 2015 designation is unclear, it should be disregarded and the designation should revert to the prior designation, dated February 1, 1992, wherein Pamela and Tanisha would each receive 50% of the Death Benefit.

22. Upon information and belief, at the time of his death, the Insured was not married.

23. Upon information and belief, the Insured had three children during his lifetime: Tanisha, April, and Mark. Attached as Exhibit F is a true and correct copy of the Insured's online obituary.

24. On or about July 31, 2016, Tanisha made a claim to the Death Benefit. Attached as Exhibit G is a true and correct copy of Tanisha's claim to the Death Benefit.

25. On or about August 1, 2016, Mark made a claim to the Death Benefit. Attached as Exhibit H is a true and correct copy of Mark's claim to the Death Benefit.

26. On or about August 1, 2016, April made a claim to the Death Benefit. Attached as Exhibit I is a true and correct copy of April's claim to the Death Benefit.

27. Pamela has also made a claim to the Death Benefit.

THE APPROPRIATENESS OF INTERPLEADER

28. Prudential claims no title to or interest in the Death Benefit to be paid under the Group Policy on account of the death of the Insured and is ready and willing to pay the Death Benefit to the person entitled to it, but Prudential is unable to make that determination without exposing itself to double or multiple liability on account of the potential competing claims made by or available to defendants.

29. Prudential has no means other than this Interpleader action of protecting itself against multiple conflicting or potentially conflicting claims and/or possible multiple litigation on the part of the defendants as to the Death Benefit.

30. Prudential is a mere stakeholder in this action, having and claiming no interest in the Death Benefit due upon the death of the Insured. Prudential is ready and willing to deposit the Death Benefit, together with accrued claim interest, if any, into the Court, or with a person duly authorized by the Court to receive it.

PRAYER FOR RELIEF

WHEREFORE, Prudential respectfully requests that this Court grant the following relief:

- A. Directing Prudential to pay the Death Benefit, together with claim interest, if any, into this Court;
- B. Directing the defendants to interplead their rights to such sum;
- C. Restraining the defendants, and each of them, from instituting or maintaining any action against Prudential to recover such sum;
- D. Discharging Prudential from all liability to the defendants arising out of the matters set forth herein upon payment of the Death Benefit, together with applicable claim interest, if any, into this Court;
- E. Entry of an Order awarding Prudential payment of its reasonable attorney's fees and costs necessitated by the bringing of this action; and
- F. Such other relief as is deemed just and proper.

Dated: May 17, 2017

Respectfully submitted,

By: /s/ James A. Beakes III

James A. Beakes III, GA Bar No. 043805

Butler Snow, LLP

The Pinnacle at Symphony Place

150 3rd Avenue South, Suite 1600

Nashville, TN 37201

Phone: (615) 651-6700

Email: jim.beakes@butlersnow.com

*Attorneys for Plaintiff The Prudential Insurance
Company of America*

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