

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

RELIASTAR LIFE INSURANCE COMPANY,

Plaintiff,

V.

**TRINA R. WIEMER, LAURA R. WEIMER,
and RODERICH W. WIEMER, JR.,**

Defendants.

V.

THE ESTATE OF VINCENT H. WIEMER
Through its Executor, Rod Wiemer,

Third-Party Defendant.

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Civil No. 4:17-cv-771-ALM-KPJ

**REPORT AND RECOMMENDATION
OF UNITED STATES MAGISTRATE JUDGE**

Before the Court is Plaintiff Reliastar Life Insurance Company (“Reliastar”) and Defendants Roderich W. Wiemer, Jr., Trina R. Wiemer, and Laura R. Wiemer’s (collectively, “Defendants”) Stipulation and Request for Entry of Agreed Order Granting Interpleader Relief to Plaintiff (the “Stipulation”) (Dkt. 24). As set forth below, the Court recommends the Stipulation (Dkt. 24) be **GRANTED**.

I. DISCUSSION

Reliastar filed a Complaint in Interpleader against Defendants on October 26, 2017. *See* Dkt. 1. Reliastar issued a life insurance policy (the “Policy”) on the life of Vincent H. Weimer (the “Insured”), who died on August 19, 2017. *See* Dkt. 24. The proceeds of the Policy, currently valued at \$3,000,000.00, are in dispute because ReliaStar has received competing claims to the Policy’s death benefit (the “Death Benefit”) from Defendants. *See* Dkt. 1. ReliaStar does not dispute the

Death Benefit is payable. However, because ReliaStar cannot determine the proper payee for the Death Benefit, ReliaStar is in the position of an innocent stakeholder and asserts it is entitled to interpleader relief pursuant to Federal Rule of Civil Procedure 22 and 28 U.S.C. § 1335. *Id.*; *see also* Dkt. 24.

ReliaStar has a statutory right to interplead the policy's death benefit pursuant to 28 U.S.C. § 1335. The Court's jurisdiction and the requirements for interpleader under Section 1335 are: (1) the plaintiff has custody of disputed property valued at more than \$500; (2) the plaintiff has deposited the disputed property into the registry of the Court; and (3) there are two or more adverse claimants of diverse citizenship who may claim an interest in the disputed property. 28 U.S.C. § 1335(a).

ReliaStar seeks leave to deposit the Death Benefit, together with any applicable interest or other amounts and deductions required by the Policy, into the Registry of the Court. ReliaStar asserts it has incurred Four Thousand Dollars (\$4,000.00) in attorney's fees and One Thousand Dollars (\$1,000.00) in costs in connection with this interpleader action. The Stipulation represents that the parties are in agreement that these amounts are reasonable and necessary.

II. CONCLUSION AND RECOMMENDATION

Having reviewed the record, the Court recommends the Stipulation should be **GRANTED** as follows:

1. **Interpleader Relief.** ReliaStar should be entitled to interpleader relief pursuant to FED. R. CIV. P. 22 and 28 U.S.C. § 1335.
2. **Leave to Deposit Funds.** ReliaStar should be granted leave to deposit the Death Benefit, together with any applicable interest or other amounts and deductions required by the Policy, into the Registry of the Court. The Clerk of the Court should accept the deposit, and any fees charged by the Clerk or accrued in the account by operation of

the Court's registry requirements should be paid from the deposit and not be the separate responsibility of ReliaStar.

3. **Discharge and Dismissal of All Claims Against ReliaStar.** Upon completion of the deposit in Paragraph 2 above:

- a. ReliaStar should be discharged from any further liability under the Policy or for the Death Benefit.
- b. All claims Defendants have asserted, or may have asserted, against ReliaStar in connection with the Death Benefit or Policy should be dismissed with prejudice.
- c. Defendants should be enjoined from instituting or maintaining any future action or claim against ReliaStar to the extent such claims arise under or relate in any way to the Policy or Death Benefit.

4. **Award of Attorney's Fees and Costs.** ReliaStar should be entitled to an award of the reasonable attorney's fees and costs it has incurred in connection with this action. Accordingly, ReliaStar may withhold or deduct the following amounts from the Death Benefit prior to depositing same into the Court's registry:

- a. Attorney's fees in the amount of Four Thousand Dollars (\$4,000.00); and
- b. Costs in the amount of One Thousand Dollars (\$1,000.00).

5. **Preservation of Claims to Death Benefit.** Nothing in this order should be construed as a waiver by Defendants or dismissal of any claim to the Death Benefit, except as expressly set forth in Paragraph 3 above.

SIGNED this 9th day of February, 2018.


KIMBERLY C. PRIEST JOHNSON
UNITED STATES MAGISTRATE JUDGE