

(the “ReliaStar Proceeds”), were in dispute because ReliaStar received competing claims to the Policy’s death benefit (the “Death Benefit”) from Defendants. *See* Dkt. 1. ReliaStar did not dispute the Death Benefit is payable, but because ReliaStar was unable to determine the proper payee for the Death Benefit, ReliaStar filed a Complaint in Interpleader against Defendants pursuant to Federal Rule of Civil Procedure 22 and 28 U.S.C. § 1335. *See* Dkt. 1.

On February 13, 2018, the Court determined that Reliastar was entitled to interpleader relief pursuant to Federal Rule of Civil Procedure 22, and 28 U.S.C. § 1335, and granted Reliastar 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. *See* Dkt. 30. Thereafter, the interpleaded funds (the “Interpleaded Funds”) in the amount of \$3,054,060.35, were deposited as ordered by the Court, and Reliastar was dismissed with prejudice from the lawsuit. *See id.*; *see also* Dkt. 33. Thereafter, on November 16, 2018, the Court issued a Memorandum Opinion and Order (Dkt. 61) setting forth the manner of disbursement of the Interpleaded Funds, including a payment in the amount of \$2,549,060.35, for the “benefit of Trina Wiemer, individually and as next friend of [her minor children] M.W. and B.W.” *See id.* A Final Judgment was entered on the same date. *See* Dkt. 62.

Trina Wiemer asserts that the Settlement Agreement (Dkt. 65-1) is the basis for the present Motion. As has been explained repeatedly throughout this action (*see, e.g.*, Dkt. 61), the Court’s jurisdiction extends only to the disposition of the Interpleaded Funds, and not to the enforcement of any other terms in the Settlement Agreement, except with respect to the disposition of the Interpleaded Funds. In fact, the Court has specifically stated that it lacks jurisdiction to enforce the Settlement Agreement. *See* Dkt. 61.

Because the Court lacks jurisdiction to grant the relief requested in the Motion, the Motion (Dkt. 63) is **DENIED**.

IT IS SO ORDERED.

SIGNED this 3rd day of April, 2019.

A handwritten signature in black ink, appearing to read 'K. Priest Johnson', written over a horizontal line.

KIMBERLY C. PRIEST JOHNSON
UNITED STATES MAGISTRATE JUDGE