

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

STATE FARM LIFE INSURANCE COMPANY

PLAINTIFF

V.

CIVIL ACTION NO.: 3:19-cv-638 HTW-LRA

**FELICITAS SALINAS LUNA, individually and
as guardian of D.M., a minor; D.M., a minor,
and TANIA DELLA-SALA, individually and as parent
and natural guardian of M.V. A/K/A M.D.,
a minor, and as parent and natural guardian of
C.V. A/K/A C. D., a minor.**

DEFENDANTS

AGREED JUDGMENT OF DISMISSAL WITH PREJUDICE

This cause came on for hearing on the *ore tenus* motion by the parties to dismiss this proceeding with prejudice, and the Court, being fully advised that all of the parties are in agreement to the terms set forth herein, and otherwise being fully advised on the premises, finds as follows:

1. Plaintiff State Farm Life Insurance Company ("State Farm") issued a \$500,000 life insurance policy, Policy No. LF-3463-2109 ("the Policy") to Fermin Valdez Mondragon.
2. On January 26, 2018, State Farm sent a check to Felicitas Salinas Luna in the amount of \$302,324.18, which represents sixty percent of the benefits provided under the Policy.
3. Felicitas Salinas Luna, has also made a claim for benefits under the Policy on behalf of D.M., a minor, as his guardian.
4. Tania Della-Sala, individually and as parent and natural guardian of M.V., a minor, and C.V., a minor, has made a competing claim for benefits provided under the Policy.
5. On September 6, 2019, State Farm filed its Interpleader Complaint in this Court in order for the Court to determine how benefits provided under the Policy should be paid.

6. On December 16, 2019, pursuant to a Court order, State Farm deposited into the registry of the Court the sum of \$209,435.90, which represents the remainder of benefits payable under the Policy (\$200,000.00), plus accrued interest in the amount of \$9,435.90.

7. The parties to this proceeding, State Farm, Felicitas Salinas Luna, for herself as the guardian of D.M., a minor, and Tania Della-Sala, individually and as parent and natural guardian of M.V., a minor, and C.V., a minor, have reached an agreement to resolve all claims regarding benefits provided under the Policy and to fully resolve all claims in this matter.

Accordingly, pursuant to the agreement of the parties, this Court FINDS and ORDERS as follows:

1. Through this agreement, each of the minor children, D.M., M.V., and C.V., will receive \$75,000.00, plus:

- a. 1/3 of the \$9,435.00 of the \$209,435.00 deposited into the Court registry on December 16, 2019, which represents the interest deposited on said date;
- b. 1/3 of the interest that has accrued on the \$209,435.00 since the funds were deposited into the Court registry on December 16, 2019.

2. Under the terms of this agreement, the following payments will be made:

- a. From the \$209,435.00 held in the Court registry, plus interest accruing since December 16, 2019, the clerk shall issue checks as follows:
 - i. A check in the amount of \$78,145.00, plus 1/3 of accrued interest since December 16, 2019, shall be made payable to Felicitas Salinas Luna in her capacity as the guardian of D.M. The check shall be mailed to Felicitas Salinas Luna, 221 Camelot Way, Brandon MS 39047;

- ii. A check in the amount of \$65,645.00, plus 1/3 of interest accruing since December 16, 2019 shall be made payable to “Interpleader Law, LLC IOLTA”. This amount shall be held for the benefit of M.V., and subsequently paid to Michael T. Smith in his capacity as the conservator for M.V. The check shall be mailed to Michael J. Hoover, Interpleader Law, LLC, 9015 Bluebonnet Blvd., Baton Rouge, LA 70810; and
 - iii. A check in the amount of \$65,645.00, plus 1/3 of interest accruing since December 16, 2019 shall be made payable to “Interpleader Law, LLC IOLTA”. This amount shall be held for the benefit of C.V., and subsequently paid to Michael T. Smith in his capacity as the conservator for C.V. The check shall be mailed to Michael J. Hoover, Interpleader Law, LLC, 9015 Bluebonnet Blvd., Baton Rouge, LA 70810.
- b. Within thirty (30) days of the date of the entry of this order, Felicitas Salinas Luna will pay \$12,000.00 to “Interpleader Law, LLC IOLTA”, to be held jointly for the benefit of M.V. and C.V. and subsequently paid to Michael T. Smith in his capacity as the conservator for C.V. and M.V.;
- c. Within thirty (30) days of the date of the entry of this order, State Farm Life Insurance Company will pay \$13,000.00 to “Interpleader Law, LLC IOLTA”, to be held jointly for the benefit of M.V. and C.V. and subsequently paid to Michael T. Smith in his capacity as the conservator for C.V. and M.V.:

d. The amounts paid to the Client Trust Account for Interpleader Law to be held jointly for the benefit of M.V. and/or C.V. and subsequently paid to Michael T. Smith in his capacity as the conservator for C.V. M.V., are subject to any fee agreement with Michael J. Hoover and Interpleader Law, LLC.

3. All counter-claims, cross-claims, and claims asserted herein, including any individual claims by Tania Della-Sala and/or Felicitas Salinas Luna, or relating to the Policy are dismissed with prejudice;

4. State Farm is discharged from any further liability to the parties in their individual capacities and as guardians of the minor children under the Policy and beyond the Policy proceeds;

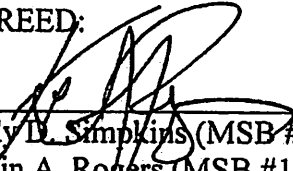
5. Any parties, named or unnamed, are enjoined from initiating any action against State Farm regarding the life insurance benefits under the Policy; and

6. This proceeding shall be dismissed with prejudice, with each party to bear their own costs.

SO ORDERED AND ADJUDGED, this the ___ day of July, 2020.

UNITED STATES DISTRICT JUDGE

AGREED:

By: 

Kelly D. Simplings (MSB #9028)

Kevin A. Rogers (MSB #101230)

WELLS MARBLE & HURST, PLLC

Post Office Box 131

Jackson, Mississippi 39205-0131

Attorneys for State Farm Life Insurance Company

Smith in his capacity as the conservator for C.V. M.V., are subject to any fee agreement with Michael J. Hoover and Interpleader Law, LLC.

3. All counter-claims, cross-claims, and claims asserted herein, including any individual claims by Tania Della-Sala and/or Felicitas Salinas Luna, or relating to the Policy are dismissed with prejudice;

4. State Farm is discharged from any further liability to the parties in their individual capacities and as guardians of the minor children under the Policy and beyond the Policy proceeds;

5. Any parties, named or unnamed, are enjoined from initiating any action against State Farm regarding the life insurance benefits under the Policy; and

6. This proceeding shall be dismissed with prejudice, with each party to bear their own costs.

SO ORDERED AND ADJUDGED, this the 21st day of September, 2020.

Henry T. Wingate
UNITED STATES DISTRICT JUDGE

AGREED:

By: _____
Kelly D. Simpkins (MSB #9028)
Kevin A. Rogers (MSB #101230)
WELLS MARBLE & HURST, PLLC
Post Office Box 131
Jackson, Mississippi 39205-0131

Attorneys for State Farm Life Insurance Company

By: Macy D. Hansen
Macy D. Hansen (MSB #104197)

The Law Office of Macy D. Hanson, PLLC
The Echelon Center
102 First Choice Drive
Madison, MS 39110

Attorney for Felicitas S. Luna and D.M.

By: Felicitas Luna S.
**Felicitas S. Luna, individually and as guardian
of D.M.**

By: _____
Michael J. Hoover
Interpleader Law, LLC
9015 Bluebonnet Blvd.
Baton Rouge, LA 70810

Attorney for Tania Della-Sala, M.V. and C.V.

By: _____
Michael T. Smith
7 Lumpkin St.
Lawrenceville, GA 30046

Conservator for M.V. and C.V.

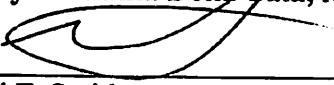
By: _____
Macy D. Hanson (MSB #104197)
The Law Office of Macy D. Hanson, PLLC
The Echelon Center
102 First Choice Drive
Madison, MS 39110

Attorney for Felicitas S. Luna and D.M.

By: _____
**Felicitas S. Luna, individually and as guardian
of D.M.**

By: /s/ Michael Hoover
Michael J. Hoover
Interpleader Law, LLC
9015 Bluebonnet Blvd.
Baton Rouge, LA 70810

Attorney for Tania Della-Sala, M.V. and C.V.

By:  _____
Michael T. Smith
7 Lumpkin St.
Lawrenceville, GA 30046

Conservator for M.V. and C.V.