

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

GREAT WEST LIFE & ANNUITY
INSURANCE COMPANY,

Plaintiff,

v.

Case No: 2:20-cv-705-SPC-MRM

SUSAN A. BROWN, PAUL
BROWN, MARK BROWN,
WARREN BROWN, STEPHEN
BROWN, WELLS FARGO
DELAWARE TRUST
COMPANY, NA, PAUL BROWN
and SUSAN A. BROWN,

Defendants.

_____ /

ORDER¹

Before the Court is the parties' Joint Motion for Deposit of Proceeds, Discharge, and Dismissal ([Doc. 84](#)). The parties all agree that Defendant Wells Fargo Delaware Trust Company, NA is a disinterested party and should be dismissed with prejudice. Further, the parties agree Plaintiff Great West Life & Annuity Insurance Company in this interpleader action should deposit the stake (proceeds from an insurance policy), then be dismissed with prejudice

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too. The Court grants the parties' request. *See generally Podhurst Orseck, P.A. v. Servicios Legales de Mesoamerica S. de R.L.*, 699 F. Supp. 2d 1344, 1349 (S.D. Fla. 2010).

Accordingly, it is now

ORDERED:

The parties' Joint Motion for Deposit of Proceeds, Discharge, and Dismissal (Doc. 84) is **GRANTED**.

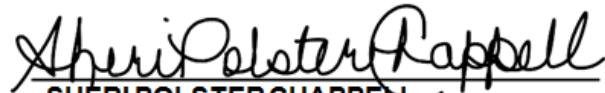
- (1) Within **fifteen (15) business days** from today, Great-West Life & Annuity Insurance Company **SHALL DEPOSIT** into the Court's registry the proceeds of Certificate No. 303251 (the "Certificate") and applicable accrued interest, less Great-West's reasonable attorney's fees in the amount of \$15,000.00, in the total amount of \$694,080.42.
- (2) Upon deposit of the Certificate proceeds into the Court's registry (as specified in Paragraph 2), Great-West shall be discharged from any and all further liability with respect to, affecting, or in any way arising out of the Certificate.
- (3) Interpleader Defendants Susan A. Brown, Paul Brown (individually and as personal representative of the Estate of Alfred B. Brown), Warren Brown, Mark Brown, Stephen Brown, and Wells Fargo Delaware Trust Company, N.A. (as successor to Delaware Trust Company) (collectively, the "Interpleader Defendants") are

permanently enjoined from instituting or prosecuting any other proceeding, action, arbitration, or lawsuit against Great-West, or any of Great-West's predecessors, successors, and/or parent companies, including (but not limited to) Protective Life Insurance Company, with respect to the Certificate proceeds, as well as any and all claims that were or could have been raised in this action relating to the Certificate.²

- (4) Any person or entity not yet joined as a party to this action who may make a claim for, or be entitled to, the Certificate proceeds is hereby joined and subject to Paragraph 4.
- (5) The Clerk is **DIRECTED** to enter judgment of interpleader in favor of Great-West. All claims actually asserted or which might have been asserted against Great-West herein are **DISMISSED with prejudice**, and Great-West is **DISMISSED with prejudice** from this action.
- (6) Interpleader Defendant Wells Fargo Delaware Trust Company, N.A., is **DISMISSED with prejudice** from this action. The remaining Interpleader Defendants shall continue to assert in this action their claims to the Certificate proceeds.

² To the extent that an Agreement of Trust dated December 27, 1993, exists, any individual or entity acting on its behalf is joined and subject to Paragraph 4.

DONE and **ORDERED** in Fort Myers, Florida on March 24, 2021.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record