UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

First Unum LIFE INSURANCE COMPANY,	*	
Plaintiff,	*	
v.	*	Case No.: 4:23-cv-00901-LMC
CHRISTOPHER M. MARSHALL, et al.	*	
Defendants.	*	

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff in Interpleader, First Unum Life Insurance Company ("First Unum"), by and through its counsel of record, Ogletree, Deakins, Nash, Smoak & Stewart, P.C.; and Defendants-in-Interpleader, Christopher M. Marshall ("Marshall"), by and through his counsel of record, Abella Law Firm, LLC; and Joyce Hursman, individually, and in her capacity as representative of the Estate of Alyssa A. Jordan ("Hursman"), by and through her counsel of record, Interpleader Law, LLC; (Marshall and Hursman are collectively referred to as "Defendants"), hereby stipulate to the following:

1. Alyssa Jordan (the "Insured") was a former employee of Technology Services Group LLC and a participant in an ERISA-governed life and accidental death and dismemberment insurance plan sponsored by her employer. The plan benefits were funded, at least in part, by a group policy of AD&D insurance (the "Group Policy") issued by Unum.

2. The Group Policy establishes a right of a participant to name the beneficiary who will be paid the insurance death benefits in the event of her death.

3. Prior to her death, the Insured named her domestic partner, Marshall, as the primary beneficiary of her insurance benefits.

4. The Insured died on April 16, 2023 in Cass County, Missouri.

5. At the time of her death, the Insured was enrolled in the Group Policy for a total of $460,000 in life and accidental death and dismemberment insurance benefits (the "Death Benefits").

6. On April 16, 2023, Marshall was charged with second degree murder related to the Insured's death.

7. Accordingly, on December 11, 2023, First Unum initiated this interpleader suit concerning the Death Benefits.

8. On April 18, 2024, Marshall was convicted on all counts in his criminal trial, including the Second Degree Murder of the Insured.

9. As a result of the criminal conviction, on May 7, 2024, Marshall signed a disclaimer of the benefits, providing that benefits payable to Marshall will be paid to other parties according to the provisions of the Policy.

10. Pursuant to the Policy, if the Death Benefits are not payable to Marshall, they may be paid to the Estate of Alyssa A. Jordan. As representative of the Estate, Hursman directs that the entirety of the Death Benefits and applicable interest be paid to Interpleader Law, LLC IOLTA (Payee) c/o William J. Perry (Attorney for Joyce Hursman, in her capacity as representative of the Estate of Alyssa A. Jordan).

11. The parties agree that the amount of $460,000 plus applicable interest represents all of the contested Death Benefits payable under the Group Policy.

12. THEREFORE, IT IS HEREBY STIPULATED by all parties hereto that First Unum shall pay the entirety of the Death Benefits plus all applicable interest within 30 days following execution of this Stipulation, at the following address, and in the following amount:

> Interpleader Law, LLC IOLTA (Payee)
> c/o William J. Perry (Attorney for Joyce Hursman, in her capacity as representative of the Estate of Alyssa A. Jordan)
> Interpleader Law, LLC
> 5800 One Perkins Place Drive, Suite 2A
> Baton Rouge, LA 70808
>
> Four-Hundred Sixty-Thousand Dollars ($460,000.00) plus One-Hundred Percent (100%) of any accumulated interest.

13. IT IS FURTHER STIPULATED by all parties that upon payment being made as provided for in Paragraph 11, First Unum and its owners, shareholders, partners, officers, directors, employees, agents, general agents, legal representatives, predecessors, successors, assignees, parent corporations, subsidiaries, affiliates, attorneys, re-insurers, administrators, and insurers shall be, and hereby are, dismissed from this action with prejudice and forever discharged, released and relieved from any and all further liability or responsibility of any kind to Marshall, Hursman and any other persons or entities whether claiming by, through, or under any said persons or entities, or arising out of or in any way connected with the Group Policy, any and all proceeds payable under the Group Policy, the Death Benefits, this action, and/or the facts set forth herein.

14. IT IS FURTHER STIPULATED that once payment is made and this case is dismissed, Marshall, Hursman and every other current or subsequently added party to this action are, during the pendency of this action and hereafter, permanently enjoined and restrained from instituting, prosecuting, or taking any further steps or proceedings against First Unum, its owners, shareholders, partners, officers, directors, employees, agents, general agents, legal

representatives, predecessors, successors, assignees, parent corporations, subsidiaries, affiliates, attorneys, re-insurers, administrators, and insurers in any action, suit or proceeding, in any way arising out of or in any way connected with the Group Policy, the proceeds payable under the Group Policy, this action, and/or the facts set forth herein.

15. IT IS FURTHER STIPULATED that each party agrees they have read and fully understand the terms of the Stipulation, they are freely and voluntarily executing this Stipulation, and each agrees to be bound by the terms of this Stipulation.

16. IT IS FURTHER STIPULATED that this Stipulation may be executed electronically by counsel for each party.

17. IT IS FURTHER STIPULATED that that this matter shall be dismissed with prejudice.

IT IS SO STIPULATED.

Respectfully submitted,

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

Dated: May 20, 2024

/s/Melanie A. Renken
Melanie A. Renken
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Attorney for Plaintiff First Unum Life Insurance Company of America

INTERPLEADER LAW

Dated: May 20, 2024

/s/William J. Perry
William J. Perry
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Attorney for Defendant Joyce Hursman, individually, and in her capacity as representative of the Estate of Alyssa A. Jordan

ABELLA LAW FIRM, LLC

Dated: May 20, 2024

/s/ Gregory James Abella

Gregory James Abella
221 E. 11th St.
Kansas City, MO 64106
Telephone: (816) 421-7755
abellalaw@sbcglobal.net

Attorney for Defendant Christopher Marshall

CERTIFICATE OF SERVICE

☒ I hereby certify that on May 20, 2024, I electronically transmitted the foregoing and any attached documents to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to all CM/ECF registrants.

/s/ William J. Perry
William J. Perry