IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
SAVANNAH DIVISION

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY Interpleader Plaintiff, vs. SARAH CARTER-SANDERS and SUSAN SANDERS Interpleader Defendants.	:	CIVIL ACTION NO. 4:25-CV-10

RELEASE AND STIPULATION OF DISMISSAL WITH PREJUDICE

Plaintiff Hartford Life and Accident Insurance Company ("Hartford") and Defendants Sarah Carter-Sanders ("Sarah") and Susan Sanders, n/k/a Susan Reed ("Susan") (collectively, "Defendants"), hereby agree, and subject to the approval of the Court, to dismiss with prejudice all claims asserted by Hartford, to release Hartford from all claims that were asserted or that could have been asserted against Hartford and to disburse the interpleader funds as provided herein.

WHEREAS, Decedent James Sanders ("James") was previously employed by General Dynamics Corporation ("General Dynamics") and was a

participant in the General Dynamics Corporation 1x Basic and Supplemental Life Insurance Plan ("Plan"); and

WHEREAS, benefits available under the Plan were funded by a Hartford policy of insurance, Policy No [redacted] ("Policy"); and

WHEREAS, benefits are payable pursuant to the terms of the Policy as the result of James's death; and

WHEREAS, Sarah had previously commenced an action captioned as *Sarah Carter-Sanders v. Hartford Life and Accident Insurance Company and General Dynamics Corporation,* Civ. A. No. 1:24-cv-00464-CMH-IDD, United States District Court for the Eastern District of Virginia, which was dismissed without prejudice on January 15, 2025 ("Virginia Action"); and

WHEREAS, on January 10, 2025, Hartford commenced this suit in interpleader ("Interpleader Action") (Doc. 1) against Defendants and stands ready to deposit the amount of Three Hundred Twenty-Three Thousand Two Hundred Thirty-Two Dollars ($323,232.00) plus any applicable accrued interest, representing the life insurance benefits at issue, ("Interpleader Funds") into the Clerk's Registry; and

WHEREAS, on January 31, 2025, Sarah, was served with the Summons and Complaint by a person at least 18 years old and not a party to this action (Doc. 9); and

WHEREAS, on January 31, 2025, Susan was served with the Summons and Complaint by a person at least 18 years old and not a party to this action (Doc. 8); and

WHEREAS, the Parties have reached an agreement to resolve all claims among them;

NOW, THEREFORE, it is hereby stipulated and agreed by and among Plaintiff Hartford and Defendants as follows:

1. The foregoing recitals are hereby incorporated into this stipulation by reference.

2. Hartford and Defendants hereby agree to dismiss with prejudice all claims asserted by Hartford and Defendants, if any.

3. Defendants hereby release Hartford, General Dynamics along with any of its subsidiaries, divisions, affiliates, related companies, sponsored employee benefit plans, fiduciaries, plan administrators, claims administrators, plan trusts, plan trustees, plan service providers, designees, predecessors, and successors, and the Plan from all claims that were asserted or that could have been asserted in the Interpleader Action.

4. Sarah hereby releases Hartford, General Dynamics, and the Plan from all claims that were asserted or that could have been asserted in the Virginia Action.

5. Defendants are enjoined from instituting or prosecuting any proceeding in any state or United States court against Hartford, General Dynamics, and/or the Plan for the recovery of life insurance benefits arising from the death of Decedent James Sanders payable pursuant to the terms of the Policy or the Plan.

6. Defendants are enjoined from instituting or prosecuting any proceeding in any state or United States court affecting the Interpleader Funds invoked in this Interpleader Action pursuant to 28 U.S.C. § 2361.

7. Defendants agree that Hartford is entitled to reasonable costs and attorneys' fees and costs incurred by Hartford in this Interpleader Action in the amount of $4,535.00, which should be withheld by Hartford from the Interpleader Funds.

8. Defendants and Plaintiff Hartford agree that Hartford shall pay $40,000.00 of said Interpleader Funds to Susan.

9. Defendants and Plaintiff Hartford agree that Hartford shall pay the balance of said Interpleader Funds remaining after Hartford is reimbursed its reasonable costs and attorneys' fees and after the payment to Susan described in Paragraph 8 above, to Sarah, through her attorney, William Perry of Interpleader Law, LLC.

10. Defendants and Plaintiff Hartford acknowledge and affirm that each of their respective counsel, if any, is authorized to enter into and bind them to

this release and stipulation of dismissal with prejudice, and that by signing below, their counsel, if any, have, in fact, bound them to this release and stipulation of dismissal with prejudice.

11. This Release and Stipulation may be executed (including, without limitation, by facsimile or electronically scanned signature) in one or more counterparts with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement.

Respectfully submitted this 18th day of February, 2025.

s/ [signature]

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Attorneys for Interpleader Plaintiff Hartford Life and Accident Insurance Company

Sarah Carter-Sanders

Sarah Carter-Sanders (*Pro Se*)

Susan Sanders (*Pro Se*)

APPROVED BY THE COURT:

R. Stan Baker
United States District Court Judge

Respectfully submitted this 26th day of February, 2025.

s/ CEP

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Susan Sanders (*Pro Se*)

APPROVED BY THE COURT:

R. Stan Baker
United States District Court Judge