

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHWESTERN DIVISION**

PRIMERICA LIFE INSURANCE)	
COMPANY,)	
)	
Plaintiff,)	
)	Civil Action Number
vs.)	3:18-cv-995-AKK
)	
SHAMIEKA DONLEY, et al.,)	
)	
Defendants.)	

FINAL JUDGMENT

Shameika Donley was the named beneficiary of a life insurance policy issued by Primerica, insuring the life of Donley’s husband, Derrick Bates. Doc. 39. After Derrick Bates was murdered in 2017, Primerica filed this interpleader action. Doc. 1. With the court’s leave, Primerica deposited the disputed funds (“the Funds”) into the registry of the court. Docs. 6, 11. Subsequently, the court granted Primerica’s motion for discharge, awarding Primerica \$3,750 in attorney’s fees and costs from the Funds, and dismissing it as a party. Doc. 38.

In a hearing on October 18, 2019, the court granted Donley’s motion for partial summary judgment, doc. 27, for the reasons stated in open court and as further explained below. Donley claims that as the named beneficiary, she is entitled to the insurance proceeds. At issue here is Alabama’s Slayer Statute, Ala. Code § 43-8-253(c), which disqualifies the named beneficiary to an insurance

policy if she “feloniously and intentionally” killed the insured. As Donley notes, “[a] beneficiary cannot be disqualified simply because law enforcement has refused to eliminate her as a potential suspect.” Doc. 32. Based on the record before the court, law enforcement has not arrested or charged Donley, nor has she been convicted of any crime related to the insured’s death. And Donley’s children have not offered any evidence that would tend to show that Donley killed her husband or had any involvement in his death. Therefore, because the children rely solely on the existence of an open investigation, and have not presented any credible evidence that Donley was responsible for the insured’s murder, Donley’s motion, doc. 27, is **GRANTED**.¹

Pursuant to the joint motion for final judgment and order of disbursement, doc. 39, the court finds that Shawn Rumsey is entitled to \$1,800 from the Funds for his services in this matter as guardian *ad litem* for A.D., M.G., and T.Q. The court also finds that Shameika Donley is entitled to the remaining insurance proceeds from the Funds, plus accumulated interest. Accordingly, the court **GRANTS** the joint motion for final judgment and order of disbursement, doc. 39, and orders the disbursement of funds as follows:

¹ See, e.g., *Prudential Ins. Co. of Am. v. Blanton*, 118 F. Supp. 3d 980 (N.D. Ohio 2015) (granting summary judgment in favor of the named beneficiary because the non-moving party did not cite to any evidence from which a reasonable jury could find the named beneficiary intentionally and feloniously caused the insured’s death, although the murder investigation was still pending and the police had identified the named beneficiary as a “person of interest”).

The court **ORDERS** that from the Funds, Shamioka Donley is entitled to and the Clerk shall disburse to her Two Hundred Ninety-Seven Thousand Seven Hundred Seventeen Dollars and Twelve Cents (\$297,717.12), payable to “Interpleader Law, LLC IOLTA” and mailed to: Michael J. Hoover, Interpleader Law, LLC, 9015 Bluebonnet Blvd., Baton Rouge, LA 70810.

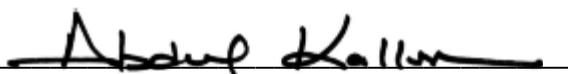
The court further **ORDERS** that from the Funds, Shawn Rumsey is entitled to compensation for his service as guardian *ad litem*, and the Clerk shall disburse to him One Thousand Eight Hundred Dollars (\$1,800.00), payable to “Shawn Rumsey” and mailed to: Shawn Rumsey, P.O. Box 240, Chelsea, AL 35043.

The court further **ORDERS**, consistent with its order granting the motion for discharge, doc. 38, that from the Funds, Primerica is entitled to reimbursement for attorney’s fees and costs, and the Clerk shall disburse to Primerica Three Thousand Seven Hundred Fifty Dollars (\$3,750.00), payable to “Primerica Life Insurance Company” and mailed to: Anthony Harlow, Burr & Forman, LLP, 420 North 20th Street, Suite 3400, Birmingham, AL 35203.

Finally, the court **ORDERS** that One Hundred Percent (100%) of all accrued interest on the deposited Funds, less any assessed fee for the administration of the Funds, shall be disbursed to Shamioka Donley, payable to “Interpleader Law, LLC IOLTA” and mailed to: Michael J. Hoover, Interpleader Law, LLC, 9015 Bluebonnet Blvd., Baton Rouge, LA 70810.

Upon payment and distribution of the amounts specified above, this case shall be **DISMISSED WITH PREJUDICE**.

DONE the 30th day of October, 2019.



ABDUL K. KALLON
UNITED STATES DISTRICT JUDGE