

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

JOHN PAUL WILTY JR., CHRIS WILTY,)
JOSHUA WILTY, CRYSTAL WILTY, and)
ASHLEY WENGER,)

Plaintiffs,)

v.)

Case No. 2:18-cv-02602-JTF-atc

THE PRUDENTIAL INSURANCE)
COMPANY OF AMERICA,)

Defendant/Third-Party Plaintiff,)

v.)

ANGELA WILTY, BRADLEY CASEY,)
DILLON CASEY, K.W. (a minor); and)
JOHN DOES 1-10 (unnamed children of)
John P. Wilty, Sr.),)

Third-Party Defendants.)

**ORDER GRANTING JOINT MOTION FOR ENTRY OF CONSENT ORDER
APPOINTING GUARDIAN AD LITEM FOR MINOR DEFENDANT AND APPROVING
SETTLEMENT, INCLUDING THE DISTRIBUTION OF COURT REGISTRY FUNDS,
AFFORDING INTERPLEADER AND OTHER RELIEF TO PRUDENTIAL AND
DISMISSING CASE**

Before the Court is the Parties' Joint Motion for Entry of Consent Order Appointing Guardian Ad Litem for Minor Defendant and Approving Settlement, including the Distribution of Court Registry Funds, Affording Interpleader and other Relief to Prudential and Dismissing Case, filed on November 15, 2021. (ECF No. 54.) In the Motion, the Parties specifically ask that the Order: (1) appoint Joseph D. Neyman, Jr. as guardian *ad litem* for K.W., a minor; (2) direct the distribution of the funds on deposit with the Court; (3) grant Prudential interpleader

relief with regard to a group life insurance contract issued by Prudential to PMC Group, Inc., bearing Group Contract No. G-52721-NJ (“Group Policy”) and any benefits due thereunder as a consequence of the death of John P. Wilty (“Death Benefits”), including discharging Prudential from any further liability with regard to the Group Policy and/or the Death Benefits and restraining further claims as against Prudential, and approving agreement to hold Prudential harmless from any further claims; (4) dismiss Third-Party Defendants Bradley Casey and Dillon Casey pursuant to Fed. R. Civ. P. 41(a); and (5) dismiss this action with prejudice. (*Id.* at 4-8.) For good cause shown, the Court finds that the Motion is well-taken and should be **GRANTED**. Accordingly:

1. Joseph D. Neyman, Jr., Esq., is hereby appointed guardian *ad litem* for K.W., the minor, who has reported to the Court that the within settlement is in the best interests of the minor.

2. Angela Wilty hereby waives and releases any claim she had or may have to the Death Benefits.

3. The Clerk of Court is hereby authorized and directed to, as soon as the business of its office shall allow, distribute the funds on deposit (totaling \$807,810.45) as follows:

- a. Payable to “Interpleader Law, LLC IOLTA” in the amount of \$673,175.35, plus 83% of any accumulated interest, less 83% of any registry fees or taxes provided for in the Local Civil Rules or otherwise authorized by the Judicial Conference of the United States, and delivered to Interpleader Law, LLC, 5800 One Perkins Place Dr., Suite 2A, Baton Rouge, LA 70808;
- b. Payable to “Misty Heffner as Conservator of Kaitlyn Wilty, a minor” in the amount of \$134,635.10, plus 17% of any accumulated interest, less 17% of any registry fees or taxes provided for in the Local Civil Rules or otherwise

authorized by the Judicial Conference of the United States, delivered to Hon. Misty Heffner, DeSoto County Chancery Clerk, P.O. Box 949, Hernando, MS 38632.

4. Third-Party Defendants Bradley Casey and Dillon Casey, not having appeared in this matter, are hereby dismissed.

5. Prudential shall be, and hereby is, discharged from any and all liability to John Paul Wilty Jr., Chris Wilty, Joshua Wilty, Crystal Wilty, Ashley Wenger, Angela Wilty, and K.W. (minor child of John P. Wilty, deceased, and Angela Wilty) (“Claimants”) relating to the Group Policy and/or the Death Benefits payable thereunder, and the Claimants are permanently enjoined from bringing any action or proceeding in any forum, or making any further actual or implied claims, demands and causes of action, asserted or unasserted, liquidated or unliquidated, or bringing any action or proceeding in any forum against Prudential, arising out of or in connection with the Group Policy and/or the Death Benefits.

6. All claims, rights, interests and actions that the Claimants might otherwise have held against Prudential and its present and former parents, subsidiaries and affiliated corporations, predecessors, successors and assigns and their respective officers, directors, agents, employees, representatives, attorneys, fiduciaries and administrators, with respect to the Group Policy and/or the Death Benefits are hereby released.

7. The Claimants each, jointly and severally, hereby agree to indemnify and hold harmless Prudential from any and all such charges, demands, costs (including attorneys’ fees), interest, penalties, causes of action, debts, and claims of any manner or nature whatsoever, actual or implied, real or imaginary, asserted or claimed by any person or person(s) against Prudential

concerning or arising out of the Group Policy and/or the Death Benefits in accordance with the terms of this Agreement.

8. This matter is hereby dismissed with prejudice and without costs to any party.

IT IS SO ORDERED this 19th day of November 2021.

s/John T. Fowlkes, Jr.
JOHN T. FOWLKES, JR.
United States District Judge