

IN THE CHANCERY COURT OF COUNTY, MISSISSIPPI

, FORMERLY KNOWN AS

VS.

NO.

THE ESTATES OF , AND

MOTION TO DISMISS AND FOR SANCTIONS

COMES NOW Defendants, by counsel, and respectfully moves the Court to dismiss the Complaint for Declaratory Judgment and Interpleader Action filed in this cause on , 20 , assigning in support of this Motion the following grounds:

1. The family of , County, Mississippi, own three burial insurance policies issued by the Plaintiff and Mr./Ms. died on , , with his/her death being promptly reported to the Plaintiff insurance company. The Plaintiff insurance company declined to furnish the funeral services, casket, and related items as set forth in the policy rider dated , . A copy of the rider and policy is attached as Exhibit "A". The provision of the Rider is plainly a complete funeral service and not a life insurance policy. After counsel wrote the Plaintiff on and received no reply, a second letter was written on , 20 , a copy of which is attached as Exhibit "B". The Court's attention is invited to the contents of that letter to show good faith dealings on the part of the Defendants and bad faith dealings on the part of the Plaintiff. No response was received to either letter, and a copy of the financial statement of the Plaintiff was obtained from the Mississippi Secretary of State which is attached as Exhibit "C". We are sure that the Court would agree upon examination of this statement that the company is in weak and questionable financial circumstances.

2. A third letter dated , 20 , wherein the weak financial condition of the company was pointed out and further comment in regard to no reply to the other two letters. However, on , 20 , a letter dated , 20 , was received stating that the Company was investigating the claim. A copy of that letter is attached as Exhibit "D". Another letter dated , 20 , was written by counsel for Plaintiff seeking a settlement of the claim for \$ rather than the value of a full funeral service. Notwithstanding the good faith dealings by the Defendants, the Plaintiff, contrary to contents of the letter, filed a declaratory judgment action in this Court.

3. Each of the three policies issued by the Plaintiff is identical including the funeral service rider. The policies were paid up. Another example of bad faith dealings by the Plaintiff is the choice of Court; namely, the Chancery Court of County. Even if a Court of County had jurisdiction of the parties and the subject matter, which they do not, that Court would be a law court or the Circuit Court of County.

4. The Defendants and each of the three of them have been permanent resident citizens of County, Mississippi, wherein they resided at the time the policies were purchased on , 20 , wherein they resided when the paid-up certificate was issued on , 20 , and each has a right to be sued in a court in County, Mississippi.

5. The entire transaction was the filing of the Complaint represents bad faith dealings with the parties and with the Court. As a result of this wrongfully filed lawsuit, the Defendants have incurred legal fees of \$ \_\_\_\_\_ and request the Court to award legal fees and expenses along with an Order of Dismissal.

6. A further ground for the dismissal of this action is that a declaratory judgment action will not lie in any Court based upon the facts alleged in the Complaint.

WHEREFORE, Defendants move the Court to enter an Order dismissing this cause of action and to assess appropriate legal fees and expenses against the Plaintiffs.

Respectfully submitted,

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Attorney for

Of counsel:

Telephone:  
MSB #  
Attorney for

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