

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**METROPOLITAN LIFE INSURANCE
COMPANY,**

Plaintiff,

vs.

**THERESA M. POTHIER, JOHN W.
POTHIER, and KARA POTHIER,**

Defendants.

§
§
§
§
§
§
§
§
§
§
§

CIVIL ACTION NO.

COMPLAINT IN INTERPLEADER

COMES NOW Plaintiff Metropolitan Life Insurance Company (“MetLife”) and for its
Complaint in Interpleader states:

NATURE OF THE ACTION

This action arises regarding the conflicting claims for life insurance benefits in the amount of One Hundred Twenty Five Thousand Four Hundred Thirty-One Dollars and Twenty Five cents (\$125,431.25) among potential beneficiaries payable under the Delta Air Lines, Inc. Plan (the “Plan”) by reason of the death of the Plan participant Stephen Pothier (the “Decedent”).

PARTIES

1. Interpleader Plaintiff MetLife is a corporation organized under the laws of the State of New York, with its principal place of business in New York, New York. It is duly licensed to do business in the State of Texas.

2. Upon information and belief, defendant Theresa M. Pothier is a sister of Stephen Pothier (the “Decedent”), and she resides in Mesquite, Dallas County, Texas. Theresa M. Pothier

may be served with the summons and Complaint at her residence at 504 Via Sevilla, Mesquite, Tx 75150-3125.

3. Upon information and belief, defendant John W. Pothier is the brother of the Decedent, and he resides in New Market, New Hampshire. John W. Pothier may be served with the summons and Complaint at 360 Main St., #710, Hartford, Connecticut 06106.

4. Upon information and belief, defendant Kara Pothier is the Decedent's wife and Personal Representative of the Estate of Stephen Pothier, and is represented by Fox Rothschild LLP, located at Princeton, New Jersey. Kara Pothier may be served with the summons and Complaint through her attorney, Barry J. Muller, Fox Rothschild LLP, Princeton Pike Corporate Center, 997 Lenox Drive, Building 3, Lawrenceville, New Jersey 08648-2311.

JURISDICTION AND VENUE

5. This Court has original jurisdiction over this action pursuant to 29 U.S.C. § 1132(e)(1) and 28 U.S.C. §1331 because the action arises under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §1001, *et seq.* Further, this is an interpleader action pursuant to Rule 22 of the Federal Rules of Civil Procedure. This court also has jurisdiction pursuant to 28 U.S.C. §1335 because two or more adverse claimants of diverse citizenship are claiming entitlement to life insurance benefits in Plaintiff's custody the value of which exceeds \$500.

6. Venue is proper pursuant to 29 U.S.C. §1132(e)(2), 28 U.S.C. §1397, and 28 U.S.C. §1391(b) because a defendant resides in this district and a substantial part of the events giving rise to this action occurred in this district.

CAUSE OF ACTION IN INTERPLEADER

7. The Decedent, a retiree from Delta Air Lines, Inc., was a participant in the Delta Air Lines, Inc. Plan (the "Plan"), an ERISA-regulated employee welfare benefit plan sponsored by Delta Air Lines, Inc. and funded by a group life insurance policy issued by MetLife.

8. MetLife, as claim fiduciary, must administer claims in accordance with ERISA and the documents and instruments governing the Plan. 29 U.S.C. §1104(a)(1)(D).

9. ERISA defines a beneficiary as "[a] person designated by a participant, or by the terms of an employee benefit plan, who is or may become entitled to a benefit thereunder." 29 U.S.C. §1002(8).

10. The Plan's summary plan description ("SPD"), at page 30, establishes the right of the Plan participant to name his or her beneficiary, and states that the Plan benefits will be paid to such named beneficiary. A true and correct copy of the relevant portion of the SPD is attached hereto as Exhibit A.

11. The latest beneficiary designation form on file with the Plan for the Decedent is dated September 29, 2009, and names the Decedent's sister, Theresa M. Pothier, as the sole primary beneficiary of the life insurance benefits. A true and correct copy of the September 29, 2009, beneficiary designation form is attached hereto as Exhibit B.

12. The prior designation form on file with the Plan for the Decedent is dated June 12, 1991, and names the Decedent's brother, John W. Pothier, as the sole primary beneficiary of the life insurance benefits. A true and correct copy of the June 12, 1991 beneficiary designation form is attached hereto as Exhibit C.

13. The Decedent died on November 30, 2009. His death certificate states that the Decedent's cause of death was cerebral herniation, cerebral edema, and glioblastoma multiforme.

14. At the time of his death, the Decedent was enrolled under the Plan for life insurance coverage in the amount of One Hundred Twenty Five Thousand Four Hundred Thirty-One Dollars and Twenty Five cents (\$125,431.25), (the "Plan Benefits"). The Plan Benefits became payable to the proper beneficiary or beneficiaries upon the Decedent's death, pursuant to the terms of the Plan.

15. On or about January 14, 2010, Theresa M. Pothier completed a statement of claim for the Plan Benefits. A true and correct copy of Theresa M. Pothier's statement of claim is attached hereto as Exhibit D.

16. On or about December 9, 2009, Kara Pothier completed a statement of claim for the Plan Benefits. A true and correct copy of Kara Pothier's statement of claim is attached hereto as Exhibit E.

17. John W. Pothier has not submitted a statement of claim for the Plan Benefits.

18. In a letter dated February 15, 2010, to MetLife, Barry J. Muller, counsel for Kara Pothier, alleges that the Decedent lacked the mental capacity at the time of the latest beneficiary designation and instructs MetLife not to distribute any proceeds as Kara Pothier is instituting legal action in the Superior Court of New Jersey. A true and correct copy of the February 15, 2010 letter is attached hereto as Exhibit F.

19. In a letter dated September 18, 2009, to Delta Airlines, DeeDee K. Smart MD, PhD, Assistant Clinical Investigator, confirms that the decedent was diagnosed with glioblastoma multiforme, a type of brain cancer. According to the Statement of Attending Physician dated

October 9, 2009, completed by Dr. Smart, the Decedent had severe short term memory loss, decreased concentration, and occasional balance instability as subjective symptoms for his diagnosis.

20. By letter dated March 12, 2010, MetLife advised the Defendants that their claims were adverse to one another and raised questions of fact and law that could not be resolved by MetLife without exposing the Plan to the danger of double liability. MetLife gave Defendants an opportunity to try to resolve this matter in order to preserve the Plan Benefits from litigation costs and fees. Upon information and belief, no agreement was reached. A true and correct copy of the March 12, 2010 letter is attached hereto as Exhibit G.

21. MetLife cannot determine the proper beneficiary or beneficiaries of the Plan Benefits at issue without risking exposure of itself, the Plan, and Delta Air Lines, Inc. to multiple liability.

22. As a mere stakeholder, MetLife has no interest in the Plan Benefits (except to recover its attorney's fees and costs of this action). MetLife therefore respectfully requests that this Court determine to whom said Plan Benefits should be paid.

23. MetLife is ready, willing and able to pay the Plan Benefits, in accordance with the terms of the Plan, in such amounts and to whichever Defendant or Defendants the Court shall designate.

24. MetLife will deposit into the registry of the Court the Plan Benefits, plus any applicable interest due and owing under the terms of the Plan, for disbursement in accordance with the Judgment of this Court.

WHEREFORE, Plaintiff Metropolitan Life Insurance Company demands judgment as follows:

- (i) Restraining and enjoining the Defendants by Order and Injunction of this Court from instituting any action or proceeding in any state or United States court against MetLife, Delta Air Lines, Inc. or the Plan for the recovery of Plan Benefits, plus any applicable interest payable as a consequence of the death of the Decedent;
- (ii) Requiring that Defendants litigate or settle and adjust between themselves their claims for the Plan Benefits, or upon their failure to do so, that this Court settle and adjust their claims and determine to whom the Plan Benefits, plus applicable interest, if any, should be paid;
- (iii) Permitting MetLife to pay into the registry of the Court the Plan Benefits, plus applicable interest, if any;
- (iv) Dismissing MetLife with prejudice from this action, and discharging MetLife, Delta Air Lines, Inc. and the Plan from any further liability upon payment of the Plan Benefits, plus any applicable interest into the registry of this Court, or as otherwise directed by this Court;
- (v) Awarding MetLife its costs and attorney's fees; and
- (vi) Awarding MetLife such other and further relief as this Court deems just equitable and proper.

/s/ Linda G. Moore

Linda G. Moore
State Bar No. 14359500
K&L GATES LLP
1717 Main Street, Suite 2800
Dallas, Texas 75201
Telephone: (214) 939-5500
Telecopier: (214) 939-5849
linda.moore@klgates.com

ATTORNEYS FOR PLAINTIFF
METROPOLITAN LIFE INSURANCE
COMPANY

EXHIBIT A

GENERAL PROVISIONS

Assignment

The rights and benefits under the Group Policy are not assignable prior to a claim for benefits, except as required by law.

Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Us within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We will determine the Beneficiary to be Your Estate.

Any payment made in good faith will discharge our liability to the extent of such payment.

Entire Contract

Your insurance is provided under a contract of group insurance with the Policyholder. The entire contract with the Policyholder is made up of the following:

1. the Group Policy and its Exhibits, which include the certificate(s);
2. the Policyholder's application; and
3. any amendments and/or endorsements to the Group Policy.

Incontestability: Statements Made by You

Any statement made by You will be considered a representation and not a warranty. We will not use such statement to contest life insurance, reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. You have Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to You or Your Beneficiary.

We will not use Your statements which relate to insurability to contest life insurance after it has been in force for 2 years during Your life. In addition, We will not use such statements to contest an increase or benefit addition to such insurance after the increase or benefit has been in force for 2 years during Your life.

Misstatement of Age

If Your age is misstated, the correct age will be used to determine if insurance is in effect and, as appropriate, We will adjust the benefits and/or premiums.

Conformity with Law

If the terms and provisions of this certificate do not conform to any applicable law, this certificate shall be interpreted to so conform.

EXHIBIT B



Metropolitan Life Insurance Company
BENEFICIARY DESIGNATION

Please read instructions on next page before completing this form. Do not erase or attempt to make corrections; use a new form.
 (To complete a beneficiary on-line, please access MyBenefits at www.metlife.com/mybenefits)

Name of Employer Delta Air Lines

Group Policy No. 300533 Insured's Social Security No. _____

In accordance with the conditions of the Group Policy listed above, I hereby revoke any previous designations of primary beneficiary(ies) and contingent beneficiary(ies) (if any) and designate as primary beneficiary(ies) and contingent beneficiary(ies) (if any) in the event of the insured's death, the following:

Basic Life		Primary Beneficiary Designation		
Full Name (Last, First, Middle Initial)	Relationship	Date of Birth	Address (Street, City, State, Zip)	Share %
Pothier, Theresa M	Sister	5/26/54	509 Via Sevilla Mesquite TX 75180	100
Payment will be made in equal shares or all to the survivor unless otherwise indicated.				TOTAL: 100%

In the event said primary beneficiary(ies) predecease(s) the insured, I designate as contingent beneficiary(ies)

Basic Life		Contingent Beneficiary Designation		
Full Name (Last, First, Middle Initial)	Relationship	Date of Birth	Address (Street, City, State, Zip)	Share %
Payment will be made in equal shares or all to the survivor unless otherwise indicated.				TOTAL: 100%

Optional Life		Primary Beneficiary Designation		
Full Name (Last, First, Middle Initial)	Relationship	Date of Birth	Address (Street, City, State, Zip)	Share %
Payment will be made in equal shares or all to the survivor unless otherwise indicated.				TOTAL: 100%

In the event said primary beneficiary(ies) predecease(s) the insured, I designate as contingent beneficiary(ies)

Optional Life		Contingent Beneficiary Designation		
Full Name (Last, First, Middle Initial)	Relationship	Date of Birth	Address (Street, City, State, Zip)	Share %
Payment will be made in equal shares or all to the survivor unless otherwise indicated.				TOTAL: 100%

If no beneficiary or contingent beneficiary designated shall be living following the insured's death, the amount payable by reason of the insured's death shall be payable as provided in the Group Policy.

G.BENE-DES-RK

Delta Air Lines (12/07)

090929012087 0142

COPY

090929012087 0143

Note: See Next Page for Important Information

Trust(ee) Designation (applies only if a trust has been created in an executed trust agreement)

Name of Trustee(s) _____
Address _____ City _____ State _____ Zip Code _____

and successor(s) in trust, as Trustee(s) under _____ (Title of Agreement)

Dated _____ executed by me and said Trustee(s).

MetLife shall not be responsible for the application or disposition of the proceeds by said Trustee(s), and the receipt of the proceeds by said Trustee(s) shall be full discharge of the liability of MetLife under the Group Policy.

If this form is executed by the insured, it is understood and agreed, however, that if MetLife receives proof satisfactory to it that the aforesaid trust has been revoked or is not in effect at the insured's death, the beneficiary shall be the insured's Estate, and payment to the estate's legal representative based on such proof shall be full discharge of liability of MetLife under the Group Policy or certificate.

If this form is executed by the current owner (who is not the insured), it is understood and agreed, however, that if MetLife receives proof satisfactory to it that the aforesaid trust has been revoked or is not in effect at the insured's death, the beneficiary shall be the current owner, if living at the insured's death, or the current owner's estate if the current owner is not living at the insured's death, and payment to the estate's legal representative based on such proof shall be full discharge of liability of MetLife under the Group Policy or certificate.

Trust(ee) (Under Will) Designation (applies only if a trust has been set forth in your Will)

The trust(ee) under any last Will and Testament of mine as shall be admitted to probate

If for any reason whatsoever, no Trust(ee) under any such last Will and Testament shall be duly appointed, I hereby designate My Estate as beneficiary and any payment made in good faith to the legal representative of my estate shall be full discharge of the liability of MetLife under the Group Policy.

I reserve the right to change the designated beneficiary(ies) at any time without (his/her/their) consent.

(Please Print)

Stephen G. Pothier
Name of Insured or Owner (if assigned)

407-319-2458
Daytime Phone No.

504 Via Savilla, Mesquite, TX 75150
Street Address

Mesquite TX 75150
City State Zip Code

Stephen Pothier
Signature of Insured or Owner (if assigned)

10/29/09
Date Signed

Submit Completed Form To MetLife Receiving Center and Retain a Copy for Your Records

COPY

EXHIBIT C

Claim # 2090907869
10043048970081

P. 1/1

To: 915702071701

COMPANY PROVIDED AT NO COST TO EMPLOYEE EFFECTIVE IMMEDIATELY FOR PERMANENT PERSONNEL
ALL INFORMATION MUST BE COMPLETE
RETURN TO DEPT. 841, ATL

NAME Last: POTHIER First: STEPHEN Middle: GEORGE		EMP. & CERT. NO. 469370	NEW INSURED <input checked="" type="checkbox"/>	CHANGE OF BENEFICIARY <input type="checkbox"/>	NAME CHANGE <input type="checkbox"/>		
DATE OF HIRE 10 JUN 91	DATE INS. BEGINS 6-10-91	OFFICE USE ONLY	STA. ATG	DEPT. NO. 035	SEX M	DATE OF BIRTH 22 Feb 57	MARRIED OR SINGLE <input type="checkbox"/> <input checked="" type="checkbox"/>

BENEFICIARY - (If beneficiary is a married female, give first name, the initial of her maiden name and last name.)

Name: Last: POTHIER, First: JOHN, Initial: W, Relationship: BROTHER - PRIMARY

COPY

I hereby request that any amount of Lump Sum Death Benefit that becomes payable under Aetna Life Insurance (Policy number GL025917 for the Delta Family Care Disability and Survivorship Plan or # 60110 for the Delta Pilots Disability and Survivorship Plan - master policies issued by Aetna Life Insurance Company) be payable to the above named beneficiary(ies). This designation shall revoke all designations of beneficiary and all elections of optional methods of settlement previously made by me under said applicable policy.

DATE SIGNED 12 JUN 91	EMPLOYEE'S SIGNATURE <i>Stephen S. Pothier</i>	0412-10411 CARD 7-88 SP 1040
--------------------------	---	------------------------------------

FEB-12-2010 08:40 From:

EXHIBIT D



Group Life Claims
 P.O. Box 6100
 Scranton, PA 18505-6100
 1-800-638-6420

Life Insurance Claim Form
Claimant's Statement

Employer Name: Delta Airlines, Inc

Employee Name: Stephen G Pothier

Please note that original documents cannot be returned. In order to process your claim as quickly as possible we need some information about you and about the deceased. Each beneficiary must submit his or her own Claimant's Statement. Return this completed Claimant's Statement to the Employer or directly to MetLife, in accordance with the instructions you received with this form. Be sure to include a certified copy of the death certificate that indicates the cause and manner of death. A certified copy of the death certificate is one that has been certified by the local Bureau of Vital Statistics or other responsible agency, and bears a raised or colored seal. You can usually obtain one from the funeral director who handled the arrangements. Only one death certificate need be submitted.

Additional Information if Beneficiary is a Minor:

If no legal guardian is appointed to handle the minor's estate, a responsible adult should complete and sign the Claimant's Statement on behalf of the minor beneficiary. Be sure to complete Section A with information regarding the minor, not the party completing the form. If a legal guardian of the minor child's estate has been or will be appointed, the guardian must complete and sign the Claimant's Statement. Be sure to include a copy of court-issued guardianship papers in the claim submission to MetLife.

A. Information about you:

1. Your Name (please print in capital letters or type) THERESA M. POTHIER
First Middle Initial Last
2. Maiden Name (if applicable) _____
3. Social Security No./TIN: _____
3. Date of Birth 05-26-1954 Male Female
Mo. Day Year
4. Phone Number: Day (922) 279-5869 Evening same
(Area Code) (Area Code)
5. Fax Number (optional) (_____) (Area Code)
6. Mailing Address 504 Via Sevilla
Number Street Mesquite, TX 75150
City State Zip Apt./Box No. (if any)
7. Relationship to the deceased
 You are the Spouse Child Parent Other Sister
Explain
8. If you have signed a document with a funeral home (a funeral home assignment) that authorizes MetLife to make a payment directly to it, please attach the document and check here

COPY

B. Information about the deceased:

1. His/Her Name STEPHEN G. POTHIER
First Middle Initial Last
 Maiden Name (if applicable) _____
2. Residence Address 504 Via Sevilla
Number Street Mesquite, TX 75150
City State Zip Apt./Box No. (if any)
3. Marital Status Single Married Widow/Widower Separated Divorced
4. Date of Birth 2-22-1957
Mo. Day Year
5. Social Security No. _____
6. Certified copy of death certificate is attached (or was previously submitted) not attached.
 If not attached, please explain _____
7. If the decedent also held an individual life insurance policy with MetLife, please provide the policy number: _____

Employee Name: Stephen G Pothier

C. Total Control Account (TCA)

Our standard payment method is in the form of a **Total Control Account**. A personalized checkbook and a kit that includes information about your Account will be sent to you if an Account is established. Your Account will be guaranteed by MetLife and your money will be accessible to you when you need it.

D. Delivering the Promise (DTP)

If a MetLife DTP Specialist assisted you with this claim, you may elect to have your check or Total Control Account kit mailed to the Specialist, who will deliver it to you. If you wish to have the proceeds mailed to your DTP Specialist, please check the appropriate box below. If no box is checked, the proceeds will be delivered directly to you.

Deliver to DTP Specialist

DTP Specialist Name: _____

District Agency Index (DAI)

DTP Specialist Address: _____

Deliver to Beneficiary

E. Certifications and Signature:

By signing below, I acknowledge:

- 1. All information I have given is true and complete to the best of my knowledge and belief.
- 2. I consent to the pro rata deduction of any contributions owed by the insured from insurance proceeds paid to me.
- 3. I have read the applicable Fraud Warning(s) provided in this form.

Under penalty of perjury, I certify:

- 1. That the number shown on this form is my correct taxpayer identification number; and
- 2. That I am not subject to IRS required backup withholding as a result of failure to report all interest or dividend income; and
- 3. I am a U.S. citizen, or a U.S. resident for tax purposes.

(Please note: You must cross out item 2 above if the IRS has notified you that you are currently subject to backup withholding because you failed to report all interest and dividend income on your tax return.)

The IRS does not require your consent to any provision of this document other than the certification to avoid backup withholding.

COPY

Please sign below as you would sign on checks (include first and last name). If you are receiving a Total Control Account, this signature will be placed on file with your Account. If Beneficiary is a minor, the legal guardian or adult submitting this form must sign, not the minor.

Stephen M. Pothier

1/14/10

Claimant Signature

Date Signed

EXHIBIT E

046437000



1-800-MY-DELTA
1-800-693-3582
Fax: 602-797-6276

Delta Pilots Disability and Survivorship Plan
Survivor Income Eligibility Statement.

Form must be completed in full

Return To:
Delta Air Lines, Inc
ESC, Survivor Benefits
P.O. Box 52175
Phoenix, AZ 85072

Full Name of Deceased Stephen G. Pothier
Deceased's Date of Birth Feb 22, 1957 Date of Death Nov 30, 2009

1) List all Eligible Family Members* of the deceased employee:

*Please Note: Eligible Family Members are the deceased employee's spouse and natural born or legally adopted children who are under age 19, or who are between age 19 and 23 if a full-time student. Children must have been receiving more than 50% support from the employee, be unmarried, have never been married (even if the marriage was later annulled), and not be permanently employed on a full-time basis.

Full Name	Relationship	Birth date	Social Security Number
Kara Rebecca Pothier	wife	Feb 22, 1971	

- 2) Please enclose copies of the following, if applicable
- a. Certified Death Certificate for Deceased Employee
 - b. Marriage Certificate (photocopy acceptable) - N/A
 - c. Birth Certificate for Deceased Employee and Eligible Family Members listed above (photocopy acceptable)
 - d. Adoption Papers - N/A
 - e. Letter from Registrar for children between age 19 and 23 - N/A

Mailing Address for Benefit Recipient:

Po Box 337 S Shaw Drive
Kingston, NJ 08528 Phone Number: 609-279-0323

I understand that the Delta Pilots Disability and Survivorship Plan will rely upon the information contained herein to determine eligibility for benefits under the Plan. I certify under penalties of perjury that the information contained in this application is true and correct.

I also authorize the Plan to conduct whatever investigation it deems necessary to verify the matters herein, and I understand that failure to cooperate with this investigation will be grounds for denying any claims for benefits. I further agree that if any Eligible Family Member listed above receives an overpayment from the Plan, the Plan may recover such payment by any means available, including, but not limited to, withholding future benefits from this Plan or any other employee benefit Plan sponsored by Delta Air Lines, Inc. from which the Eligible Family Member receives benefits.

Dec 9, 2009
Date

Kara R Pothier
Signature of Widow(er)/Guardian

EXHIBIT F



Fox Rothschild LLP
ATTORNEYS AT LAW

Mail: P.O. Box 5231, Princeton, NJ 08543-5231
Princeton Pike Corporate Center
997 Lenox Drive, Building 3
Lawrenceville, NJ 08648-2311
Tel 609.896.3600 Fax 609.896.1469
www.foxrothschild.com

Matthew H. Lubart, Esq.
Office Managing Partner

Barry J. Muller
Direct Dial: (609) 895-6722
Email Address: bmuller@foxrothschild.com

February 15, 2010

Via Facsimile (570) 558-8645 & Regular Mail

MetLife
Group Life Claims
P.O. Box 6100
Scranton, P.A. 18505

Re: Plan Participant: Stephen G. Pothier
Plan Name & Plan No.: Delta Air Lines 123,93 (Basic Life Insurance)
Claim No.: 20909007869

Dear Sir or Madam:

Please be advised that this firm represents Kara Pothier, widow of Stephen Pothier, in her individual capacity. We are in receipt of MetLife's December 14, 2009 letter (which our office received on January 20, 2010) denying her claim for benefits. This letter shall constitute formal notice of appeal.

MetLife's denial letter references a beneficiary designation on file dated September 29, 2009. At that time, Mr. Pothier was terminally ill with a brain disease and we have reason to believe that he lacked the mental capacity to effect a legally valid change of beneficiary on this date.

Further, we have also learned of potential fraud / forgery with respect to Mr. Pothier's finances and bank accounts, as well as several acts of self-dealing and breach of fiduciary duty by individuals purporting to act on Mr. Pothier's behalf. By way of example, and by no way limitation, Mrs. Pothier has learned of several checks drawn on her joint account with Mr. Pothier, in which Mr. Pothier's signature is forged. Further there are several checks written on the joint account and funds withdrawn during Mr. Pothier's final hospital stay (in which he was incapacitated) and even after his death on November 30, 2009.

Copy



Fox Rothschild LLP
ATTORNEYS AT LAW

MetLife
Group Life Claims
February 15, 2010
Page 2

Mrs. Pothier will be shortly instituting legal action in the Superior Court of New Jersey. **Therefore, you are once again instructed not to distribute any proceeds or benefits without Mrs. Pothier's express permission. Should you nevertheless proceed to do so, Mrs. Pothier intends to hold you liable.**

Please provide us with a copy of all signed and dated beneficiary designation forms pursuant to the Plan.

Should you have any questions, please feel free to contact us.

Very truly yours,

Barry Muder

COPY

EXHIBIT G

Claim# 20909007869



Metropolitan Life Insurance Company
Group Life Claims
P.O. Box 6100
Scranton, PA 18505

March 12, 2010

Theresa Pothier
504 Via Sevilla
Mesquite, TX 75150-3125

John Pothier
c/o William Pothier
6 Bay Road
Unit #26
New Market, NH 03857

Re: Metropolitan Life Insurance Company
Plan Participant: Stephen G. Pothier (decedent)
Plan & Plan No.: Delta Air Lines Inc. & 123303 (basic life insurance)
Amount: \$125,431.25
Claim No.: 20909007869

Copy

Dear Claimants:

We have thoroughly reviewed your claim to the referenced benefits. Theresa Pothier's claim is based on the beneficiary designation dated September 29, 2009 that names her as the Primary beneficiary, and John Pothier is named as the Primary beneficiary designation on a prior designation that is dated June 12, 1991. Your claims are adverse to one another and raise questions of fact and law that cannot be resolved by MetLife without exposing the plan to the danger of double liability.

The plan is regulated by the Employee Retirement Income Security Act of 1974, as amended (ERISA), 29 U.S.C. §§ 1001-1461, and MetLife is acting in its capacity as claims fiduciary for the plan. ERISA defines a beneficiary as "a person designated by a participant, or by the terms of an employee benefit plan, who is or may become entitled to a benefit thereunder." 29 U.S.C. § 1002(8). As the claim fiduciary, MetLife is required to administer claims in accordance with ERISA and the terms of the Plan.

The Plan Certificate states on page 30:

"Beneficiary

You may designate a Beneficiary in Your application or enrollment form. You may change Your Beneficiary at any time. To do so, You must send a Signed and dated, Written request to Us

using a form satisfactory to Us. Your Written request to change the Beneficiary must be sent to Us within 30 days of the date You Sign such request.

You do not need the Beneficiary's consent to make a change. When We receive the change, it will take effect as of the date You Signed it. The change will not apply to any payment made in good faith by Us before the change request was recorded.

If two or more Beneficiaries are designated and their shares are not specified, they will share the insurance equally.

If there is no Beneficiary designated or no surviving designated Beneficiary at Your death, We will determine the Beneficiary to be Your Estate.

Any payment made in good faith will discharge our liability to the extent of such payment."

Theresa Pothier relies on the beneficiary designation on file with the plan dated September 29, 2009, which names her. Kara Pothier and the Estate of Stephen G. Pothier, claim that the beneficiary designation dated September 29, 2009 is invalid as it was completed by the decedent who was terminally ill with a brain disease and has reason to believe that Mr. Pothier lacked the mental capacity to effect a legal valid beneficiary change on this date. We cannot tell whether a court would find that the designation was in valid. If it is, then benefits would be payable to John Pothier as he is the named beneficiary on a prior designation that is dated June 12, 1991.

MetLife is therefore required by law to initiate what is called an interpleader action to permit a court to decide between the claims. Before doing so, however, MetLife will give you the opportunity to try to resolve the matter amicably in order to preserve the benefits from litigation costs and fees. Please inform this office in writing within thirty days of the date of this letter whether you believe you can reach an amicable compromise of your claims. If you cannot reach an agreement, or you do not timely contact this office in writing, you will be notified of the lawsuit in due course. If you can reach an agreement, you may submit a duly-executed settlement agreement setting forth the details of your compromise regarding the referenced benefit plan sufficient to permit MetLife to draw the checks correctly, and also releasing any and all claims against MetLife, Delta Air Lines Inc., and the Delta Family-Care Disability and Survivorship Trust. If these documents are acceptable to MetLife, the proceeds will be paid in accordance with your compromise. If they are not, we may ask you to sign an additional release.

If you have any questions, please contact our office at 800-638-6420, Team K.

Sincerely,

Group Life Claims Operations
Team K