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STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

LAURA GRITU, an individual,

2025-215067-CZ

Plaintiff,

Case No. 2025-

-CZ

v.

Hon.

SYMETRA LIFE INSURANCE
COMPANY, an Iowa corporation, and
PACIFIC LIFE INSURANCE
COMPANY, a Nebraska corporation,

Defendants.

PAESANO AKKASHIAN, PC
Devin W. Bone (P78853)
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Attorney for Plaintiff

COMPLAINT

Plaintiff Laura Gritu (“Plaintiff”), by and through her attorneys, Paesano Akkashian, PC, for her Complaint against Defendants Symetra Life Insurance Company (“Symetra”) and Pacific Life Insurance Company (“Pacific Life,” collectively “Defendants”), states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is an individual who resides in Oakland County, Michigan.
2. Upon information and belief, Symetra is an Iowa corporation that conducts business in Oakland County, Michigan.
3. Upon information and belief, Pacific Life is a Nebraska corporation that conducts business in Oakland County, Michigan.
4. Venue is proper in this Court pursuant to MCL 600.1621.

5. This Court has personal jurisdiction over the Defendants pursuant to MCL 600.715.

6. This Court has subject matter jurisdiction over this dispute as the amount in controversy exceeds \$25,000.

GENERAL ALLEGATIONS

7. Defendants are life insurance companies that sell, among other things, annuity contracts.

8. Nick Gritu—Plaintiff’s father—purchased two annuities from Defendants.

9. Specifically, Mr. Gritu purchase from Symetra a “Select 5 Annuity” bearing the contract number V000415397 (the “Symetra Annuity”) and from Pacific Life a policy bearing the contract number FA09030827 (the “Pacific Life Annuity”).

10. The Symetra Annuity and Pacific Life Annuity are hereby referred to collectively as the “Gritu Annuities.”

11. In or around 2021, Mr. Gritu designated Plaintiff as the sole beneficiary of the Gritu Annuities, with Defendants receiving paperwork confirming the same and updating their internal records to reflect that Plaintiff was the sole beneficiary.

12. Plaintiff and Mr. Gritu received documents from Defendants confirming the same. (2021 Documents, **Exhibit A**).

13. After Mr. Gritu designated Plaintiff as the sole beneficiary of the Gritu Annuities, Mr. Gritu’s other daughter, Lynn Gritu, filed a Petition with the Wayne County Probate Court challenging the beneficiary designation. (Petition, **Exhibit B**). Lynn Gritu’s Petition frivolously alleged that Plaintiff manipulated Mr. Gritu into changing the beneficiary designations.

14. The Petition was denied and dismissed by the Wayne County Probate Court. (Order, **Exhibit C**).

15. As part of the dispute involving Lynn Gritu, an independent trustee—Melvin Jefferson—was appointed to retitle assets of Mr. Gritu’s into his trust, the Nick J. Gritu Revocable Trust (the “Trust Agreement”).

16. Mr. Gritu continued to live under Plaintiff’s care until his death on November 18, 2022.

17. Plaintiff began winding up Mr. Gritu’s affairs beginning in January of 2023. (Probate Petition, **Exhibit D**).

18. In winding up Mr. Gritu’s affairs, Plaintiff learned for the first time that Defendants altered the beneficiary designation for the Gritu Annuities, identifying the beneficiary as the Trust Agreement.

19. This was done despite Defendants receiving from the independent trustee an order confirming that Lynn Gritu’s request to alter the Gritu Annuities’ beneficiary designations was denied and dismissed.

20. It is unclear why Defendants altered the beneficiary designations of the Gritu Annuities, rather than transferring ownership of the Gritu Annuities from Mr. Gritu into the Trust Agreement *while leaving the beneficiary designation in place*.

21. Mr. Gritu, who was the owner of the Gritu Annuities, was never notified of these changes.

22. The order appointing the independent trustee did not permit the independent trustee to alter beneficiary designations, but rather, *only title assets into the Trust*.

23. Defendants, apparently, altered the beneficiary designations on the Gritu Annuities despite no clear court directive, and contrary to the plain language of the Court Order that denied the request to change beneficiaries.

24. Defendants did no due diligence into the underlying Order and took no action with the Wayne County Probate Court to clarify whether the independent trustee had authority to alter beneficiary designations of a non-trust asset.

25. As a result of Defendants' actions, the Gritu Annuities' death benefits were funded into the Trust, causing them to incur unnecessary taxes.

26. Additionally, Lynn Gritu and Plaintiff were 50/50 beneficiaries of Mr. Gritu's Trust Agreement, meaning that Plaintiff received only half of the death benefit from each of the Gritu Annuities *after* they were unnecessarily taxed.

27. Defendants' actions resulted in a loss to Plaintiff, resulting in the present action.

COUNT I – NEGLIGENCE

28. Plaintiff incorporates the prior allegations as though fully restated herein.

29. Defendants had a duty to Mr. Gritu to properly administer the Gritu Annuities as he directed.

30. Defendants breached that obligation by altering the beneficiary designations on the Gritu Annuities to identify the Trust Agreement, rather than Plaintiff, as the beneficiary designations.

31. Defendants' actions were contrary to Mr. Gritu's stated intent, the Wayne County Probate Court's directive, and Michigan law.

32. Defendants' actions exposed Mr. Gritu's assets to unnecessary taxation, further reducing the assets left for Plaintiff.

33. As a direct and proximate cause of their actions, Plaintiff—as the third party beneficiary of the Gritu Annuities—suffered damages exceeding \$25,000.

REQUESTED RELIEF

Plaintiff Laura Gritu respectfully requests this Honorable Court enter judgment in her favor, and against Defendants, for an amount in excess of \$25,000, and award all other damages the Court deems equitable and just.

Respectfully submitted,

PAESANO AKKASHIAN, PC

By: /s/ Devin W. Bone

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