UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Banner Life Insurance Company v. Moore

No. 25-cv-00845-RS (N.D. Cal. Aug. 14, 2025) · No. 25-cv-00845-RS · Decided August 14, 2025

SUMMARY

The court grants Banner Life Insurance Company's motion for default judgment in an interpleader action concerning $500,000 in life-insurance proceeds. The court concludes that Maria Moore, who was convicted of murdering the insured, and Marcus Moore, her son and contingent beneficiary, are barred under California law from claiming the proceeds.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Richard Seeborg
JURISDICTION	United States District Court for the Northern District of California
DECIDED	August 14, 2025
DOCKET	25-cv-00845-RS
DISPOSITION	other
PROCEDURAL POSTURE	Banner Life Insurance Company filed an interpleader action concerning life-insurance proceeds and moved for default judgment against Maria Moore and Marcus Moore after the Clerk entered defaults against them.
STANDARD OF REVIEW	A district court has discretion to grant default judgment after entry of default and evaluates the motion under the seven Eitel factors. Before reaching the merits, the court must confirm subject-matter jurisdiction, personal jurisdiction, and adequate service.
PRECEDENTIAL VALUE	unpublished district court order

TOPICS

default judgment · interpleader · life insurance litigation · service of process · subject matter jurisdiction

PRACTICE AREAS

civil procedure · insurance · probate · remedies

QUESTIONS PRESENTED

1. Whether the Court had subject-matter jurisdiction, personal jurisdiction, and adequate service before entering default judgment.
2. Whether the seven Eitel factors supported entry of default judgment against Maria Moore and Marcus Moore.
3. Whether California law barred Maria Moore, as the convicted killer of the insured, from receiving the life-insurance benefits.
4. Whether California law also barred Marcus Moore, the convicted beneficiary's son and contingent beneficiary, from receiving the policy proceeds.

HOLDINGS

1. The Court had diversity subject-matter jurisdiction and personal jurisdiction over the action, and service on Maria Moore and Marcus Moore was adequate.
2. Default judgment was warranted against Maria Moore and Marcus Moore under the seven Eitel factors.
3. Maria Moore was not entitled to any benefit under the policy because California law bars a named beneficiary who feloniously and intentionally kills the person whose life is insured.
4. Marcus Moore was barred from claiming the policy proceeds as the relative and contingent beneficiary of the beneficiary who murdered the insured.

KEY QUOTATIONS

> *"Under Federal Rule of Civil Procedure 55, entering a default judgment is a two-step process: Prior to entry of a default judgment, there must first be an entry of a default."* (at 2)

> *"The crucial fact is that, in both instances, the primary beneficiary who killed the insured should be denied the right by any means to specify the recipient of the insurance proceeds and thereby profit from his own wrong."* (at 4)

> *"Given Defendants' failure to appear, there is no other alternative than the entry of default judgment."* (at 5)

FACTUAL BACKGROUND

Banner issued a $500,000 life-insurance policy on Dominic Sarkar, initially naming Maria Moore as primary beneficiary and Sarkar's daughters as contingent beneficiaries. Maria later changed the beneficiaries to herself as primary beneficiary and her son, Marcus Moore, as contingent beneficiary. After Sarkar was murdered, Maria was convicted of the murder, and her conviction became final. Banner, a disinterested stakeholder, deposited the policy proceeds and sought default judgment determining that neither Maria nor Marcus could claim them.

PROCEDURAL HISTORY

Banner filed an interpleader action concerning $500,000 in life-insurance benefits. The Court granted Banner's motion to deposit the funds, Banner deposited the death benefit proceeds, and the Clerk entered defaults against

Maria Moore on May 29, 2025, and Marcus Moore on June 18, 2025. Banner then moved for default judgment, which the Court granted.

DISPOSITION

other

CASES CITED

- Aldabe v. Aldabe, 616 F.2d 1089, 1092 (9th Cir. 1980)
- Eitel v. McCool, 782 F.2d 1470, 1471-72 (9th Cir. 1986)
- TeleVideo Sys. Inc. v. Heidenthal, 826 F.2d 915, 917-18 (9th Cir. 1987)
- In re Tuli, 172 F.3d 707, 712 (9th Cir. 1999)
- Produce v. Cal. Harvest Healthy Foods Ranch Mkt., No. 11-cv-4814, 2012 WL 259575, at *2 (N.D. Cal. Jan. 27, 2012)
- Dr. JKL Ltd. v. HPC IT Educ. Ctr., 749 F. Supp. 2d 1038, 1048 (N.D. Cal. 2010)
- Estate of Jeffers, 182 Cal. Rptr. 300, 303-04 (Ct. App. 1982)
- Meyer v. Johnson, 115 Cal. App. 646, 650 (1931)
- Krautstrunk, 2023 WL 4915001, at *4
- Nat'l Council of United States, Soc'y of St. Vincent De Paul, Inc. v. Del Norte Council of Soc'y of St. Vincent De Paul, No. 23-CV-01556-RS, 2024 WL 3924555, at *4 (N.D. Cal. Aug. 23, 2024)

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