

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

OPINION

Banner Life Insurance Company v. Moore

PER CURIAM.

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7 UNITED STATES DISTRICT COURT

8 NORTHERN DISTRICT OF CALIFORNIA

9

BANNER LIFE INSURANCE COMPANY,

10 Case No. 25-cv-00845-RS Plaintiff, 11

v. ORDER GRANTING DEFAULT

12 JUDGMENT

MARIA MOORE, et al., 13 Defendants. 14

15 I. INTRODUCTION

16 This interpleader action concerns \$500,000 owed under a life insurance policy. Plaintiff 17
Banner Life Insurance (“Banner”) is a disinterested party involved in a dispute between 18
Defendants over the policy’s benefits. Plaintiff now moves for the entry of default judgment 19
against two Defendants, Maria Moore and Marcus Moore. For the foregoing reasons, the motion
20 for default is granted.¹

21 II. BACKGROUND

22 This otherwise quotidian interpleader action arises from a tragic series of events. Banner 23
filed this action to elucidate the rights and obligations of parties in connection with an insurance
24 contract issued on the life of Dominic Sarkar. Mr. Sarkar was insured with a benefit amount of
25 \$500,000 under the policy, which designated Maria Moore as the policy’s sole primary 26 27 1
This motion is suitable for disposition without oral argument. Pursuant to Civil Local Rule 1
beneficiary. The application for the policy designated Mr. Sarkar’s two daughters as contingent 2
beneficiaries. Defendant Maria Moore later modified the policy’s beneficiaries, leaving herself as
3 the sole primary beneficiary and replacing Mr. Sarkar’s daughters with her son, Marcus Moore,
as 4 the sole contingent beneficiary. 5 In October of 2018, Mr. Sarkar was murdered, shortly after
the policy’s two-year 6 contestability period expired. Defendant Maria Moore was arrested and
eventually convicted of 7 the murder. The prosecution’s theory of the case was that Maria Moore
conspired with her 8 codefendant, Marvel Salvant, to murder Mr. Sarkar and collect on Mr.

Sarkar's multiple life insurance policies. Her conviction is now final, and she is currently incarcerated. At Plaintiff's motion, the Clerk entered default against Defendants Maria Moore and Marcus Moore on May 29, 2025, and June 18, 2025, respectively.

12 III. LEGAL STANDARD

13 Under Federal Rule of Civil Procedure 55, entering a default judgment is a two-step 14 process: Prior to entry of a default judgment, there must first be an entry of a default. Fed. R. Civ. 15 P. 55. Following entry of default, a district court may in its discretion grant relief upon an 16 application for default judgment. *Aldabe v. Aldabe*, 616 F.2d 1089, 1092 (9th Cir. 1980). In 17 exercising its discretion, the court may consider: "(1) the possibility of prejudice to the plaintiff; 18 (2) the merits of plaintiff's substantive claim; (3) the sufficiency of the complaint; (4) the sum 19 of money at stake in the action; (5) the possibility of a dispute concerning material facts; (6) 20 whether the default was due to excusable neglect; and (7) the strong policy underlying the Federal Rules of 21 Civil Procedure favoring decisions on the merits." *Eitel v. McCool*, 782 F.2d 1470, 1471–72 (9th

22 Cir. 1986). In considering these seven Eitel factors, all factual allegations in the complaint are 23 taken as true, except for those relating to damages. *TeleVideo Sys. Inc. v. Heidenthal*, 826 F.2d 24 915, 917–18 (9th Cir. 1987).

25 IV. DISCUSSION

26 A. Jurisdiction and Service 27 A court must confirm that it has both subject matter and personal jurisdiction prior to 1 assessing the merits of a default judgment. See *In re Tuli*, 172 F.3d 707, 712 (9th Cir. 1999). It 2 must also "ensure the adequacy of service on the defendant." *Produce v. Cal. Harvest Healthy 3 Foods Ranch Mkt.*, No. 11-cv-4814, 2012 WL 259575, at *2 (N.D. Cal. Jan. 27, 2012). Accepting 4 the well-pled facts in the complaint as true, this Court has diversity jurisdiction over the 5 interpleader action. See 28 U.S.C. 1332(a)(1). Banner is incorporated and principally 6 headquartered in the state of Maryland. Defendants Maria Moore and Marcus Moore are citizens 7 of the state of California. The amount in controversy in this action exceeds \$75,000, exclusive of 8 interests and costs. Accordingly, this Court has both subject matter and personal jurisdiction over 9 this action.

10 Rule 4(e) of the Federal Rules of Civil Procedure governs the methods by which service 11 may be effected. Rule 4(e)(1) permits service by any means permitted by the law of the state in 12 which the case is pending, or the state in which the defendant resides. Alternatively, Rule 13 4(e)(2) permits service by (1) personal delivery of the summons and complaint to the defendant, 14 (2) leaving a copy of each with a person at the defendant's residence, or (3) leaving a copy of each 15 with an agent authorized to accept service. Defendant Maria Moore is currently incarcerated and 16 was personally served on February 19, 2025. See Dkt. No. 22. Defendant Marcus Moore properly 17 executed a Rule 4 Waiver of the Service of Summons on March 6, 2025. See Dkt. No. 20. 18 Accepting these representations and filings as true, Plaintiff properly executed service on both 19 Defendants. 20 B. The Eitel Factors 21 An analysis of the Eitel

factors weighs in favor of granting default judgment. 22 1. Possibility of Prejudice 23 The first factor concerns the prejudice to Plaintiff that would result if default judgment 24 were denied. Such prejudice would “necessarily flow[]” from a meritorious claim, “because, in 25 the absence of a default judgment, plaintiff would be without other recourse for recovery to which 26 it is entitled.” *Dr. JKL Ltd. v. HPC IT Educ. Ctr.*, 749 F. Supp. 2d 1038, 1048 (N.D. Cal. 2010) 27 (citation and internal quotation marks omitted). For the following reasons, Banner is likely to 1 succeed on the merits of its complaint. Absent default judgment, Banner will have no way to 2 obtain the relief it seeks and will be forced to spend additional resources participating in a matter 3 where it is a disinterested party. Therefore, the first Eitel factor supports default judgment. 4 2. Merits of Substantive Claims and Sufficiency of Complaint 5 The merits of the substantive claims and sufficiency of the complaint are usually analyzed 6 together and require a plaintiff to establish a likelihood of success. *Dr. JKL Ltd.*, 749 F. Supp. 2d 7 at 1048. Banner satisfied these elements by demonstrating it is a disinterested party in a dispute 8 between Defendants over insurance proceeds. In its Complaint, Banner stated it is a disinterested 9 stakeholder indifferent as to which of the Defendants is entitled to the proceeds of the policy. 10 Additionally, Banner requested that this Court grant it permission to deposit the death benefit 11 proceeds owed under the policy, that Banner be dismissed from all further proceedings, and this 12 Court to order Defendants to litigate all matters relevant to the Policy amongst themselves. 13 No Defendant has challenged Banner’s disinterested role, and this Court has already 14 granted Banner’s Motion to Deposit Funds, Dkt. No. 19, which Banner later deposited on March 15 31, 2025, Dkt. No. 21. Moreover, Banner’s complaint lays out why Defendants Maria Moore and 16 Marcus Moore cannot claim the money awarded under the policy. Under California law, Maria 17 Moore is not entitled to the Policy’s death benefits because she “feloniously and intentionally 18 kill[ed]” Dominic Sarkar. See Cal. Prob. Code § 252 (“A named beneficiary of a bond, life 19 insurance policy, or other contractual arrangement who feloniously and intentionally kills the 20 principal obligee or the person upon whose life the policy is issued is not entitled to any benefit 21 under the bond, policy, or other contractual arrangement, and it becomes payable as though the 22 killer had predeceased the decedent.”). 23 Marcus Moore is similarly barred from claiming the money. California law states that 24 when an insured is murdered by a beneficiary, the beneficiary’s relatives and heirs are not entitled 25 to the proceeds of a life insurance policy on the life of the insured. See *Estate of Jeffers*, 182 Cal.

26 Rptr. 300, 303-04 (Ct. App. 1982) (“The crucial fact is that, in both instances, the primary 27 beneficiary who killed the insured should be denied the right by any means to specify the recipient 1 of the insurance proceeds and thereby profit from his own wrong. Instead, he should be deemed to 2 hold said funds solely as a constructive trustee for the insured’s estate.”); see also *Meyer v. 3 Johnson*, 115 Cal. App. 646, 650 (1931) (permitting the heirs and/or relatives of a murderer to 4 claim the benefits otherwise owed to the murderer under an insurance policy would result in 5 perverse outcomes contradicting public policy). These factors therefore favor granting

default judgment against Maria Moore and Marcus Moore. 3. Money at Stake, Possibility of Disputed Facts, and Excusable Neglect To satisfy the fourth factor, the amount of money at stake must be reasonable in relation to the allegations. *Krautstrunk*, 2023 WL 4915001, at *4. Banner deposited the entire death benefit proceeds payable under the terms and conditions of the policy. Critically, Banner is not seeking any money from any of Defendants. Thus, this factor favors granting default judgment. *Se, e.g., 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). As discussed above, there is no possibility of dispute concerning material facts. Maria Moore and Marcus Moore have no meritorious claim to the money awarded under the policy. Therefore, the fifth Eitel factor favors default judgment. Next, the sixth factor requires a court to examine whether Defendants have failed to appear due to excusable neglect. As discussed above, there is no indication either Defendant failed to appear because of some reasonable explanation. They were both on notice of this action, and likely both aware they have no valid claim to the policy's benefits. While the final Eitel factor asks the court to weigh the general policy preference for resolution on the merits, this preference has no bearing here. Given Defendants' failure to appear, there is no other alternative than the entry of default judgment.

V. CONCLUSION

Banner Life Insurance's motion for default judgment against Defendants Maria Moore and Marcus Moore is granted. 1 IT IS SO ORDERED. 2 3 Dated: August 14, 2025 4

RICHARD SEEBORG

5 Chief United States District Judge 6 7 8 9 10 11 12 © 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27

Ik ORDER GRANTING DEFAULT JUDGMENT

CASE No. 25-cv-00845-RS