BRESSLER, AMERY & ROSS, P.C.
Jennifer N. Lamirand, CA Bar No. 259482
JLamirand@bressler.com
6608 N. Western Avenue, #1213
Oklahoma City, OK 73116
Telephone: (405) 901-5982

Attorney for Plaintiff
AMERICAN GENERAL LIFE
INSURANCE COMPANY

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

AMERICAN GENERAL LIFE INSURANCE COMPANY, **Plaintiff,** **v.** **BRUNO D'ALFONSO,** **NOE RAMIREZ,** **and** **LISA CHRISTENSEN,** **Defendants.**	**Case No. 25-cv-5584** **COMPLAINT FOR INTERPLEADER RELIEF**

Plaintiff American General Life Insurance Company, by its undersigned attorneys, hereby submits its Complaint for Interpleader Relief pursuant to Federal Rule of Civil Procedure 22 and 28 U.S.C. § 1332(a)(1) against Defendants Bruno D'Alfonso, Noe Ramirez, and Lisa Christensen, and states as follows:

PARTIES

1. Plaintiff American General Life Insurance Company ("American General") is a corporation incorporated under the laws of the State of Texas with its principal place of business in Houston, Texas.

2. Defendant Bruno D'Alfonso ("D'Alfonso") is a citizen of the State of California.

3. Defendant Noe Ramirez ("Ramirez") is a citizen of the State of California.

4. Defendant Lisa Christensen ("Christensen") is a citizen of the State of California.

JURISDICTION AND VENUE

5. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a)(1). Complete diversity of citizenship is present because American General is a citizen of the State of Texas and Defendants are all citizens of the State of California. Furthermore, as more fully set out below, the matter in controversy exceeds the sum of $75,000, exclusive of interest and costs.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because the Defendants reside in Los Angeles County, California, and Santa Barbara County, California, which are both in the Central District of California, Western Division pursuant to 28 U.S.C. § 84(c)(2).

FACTUAL BACKGROUND

7. On or about June 26, 2013, Kris Curran (the "Decedent"), submitted an application for life insurance to American General. *See* Application, attached hereto as **Exhibit A**. The Application designated the Decedent's husband, D'Alfonso, as 100% primary beneficiary and did not designate any contingent beneficiaries. *See id.*

8. On or about March 24, 2014, American General Life Insurance Company issued policy number YME1166348 with a face amount of $1,500,000 insuring the life of the Decedent (the "Policy"). *See* Policy, attached hereto as **Exhibit B**.

9. On or about October 7, 2024, American General received and processed an online Change of Beneficiary form for the Policy. *See* Oct. 7, 2024, COB Request, attached hereto as **Exhibit C**. The October 7, 2024, Change of

Beneficiary request designated D'Alfonso as the 50% primary beneficiary, and Ramirez and Christensen each as 25% primary beneficiaries. *See id.*

10. On or about December 9, 2024, American General received a Durable Power of Attorney dated July 2, 2024, naming D'Alfonso as the Decedent's Attorney-In-Fact. *See* July 2, 2024 Power of Attorney, attached hereto as **Exhibit D**.

11. The July 2, 2024, Power of Attorney contains no statement regarding D'Alfonso's authority to change the beneficiaries of the Decedent's life insurance policies. *See id.*

12. On or about December 9, 2024, American General also received a Change of Beneficiary form signed by D'Alfonso in his capacity as the Decedent's Attorney-In-Fact. *See* Dec. 9, 2024, COB form, attached hereto as **Exhibit E**.

13. The December 9, 2024, Change of Beneficiary form attempted to designate D'Alfonso as the 100% primary beneficiary of the Policy. *See id.*

14. The Decedent died on December 11, 2024.

15. As a result of the Decedent's death, the Policy's death benefit became due and payable to the beneficiary or beneficiaries.

16. On or about December 13 and December 14, 2024, American General sent letters addressed to the Decedent, explaining that it could not process the Power of Attorney submitted with the December 9, 2024, COB form and could not update the beneficiary due to incomplete paperwork. *See* Dec. 13-14, 2024 Letters, attached hereto as **Exhibit F**.

17. On or about April 10, 2025, American General received a letter from D'Alfonso. *See* April 10, 2025 Letter, attached hereto as **Exhibit G**. The April 10, 2025 letter enclosed a claim form from D'Alfonso and requested payment of 50% of the Policy's death benefit. *See id.*

18. American General has paid 50% of the Policy death benefit to D'Alfonso.

19. D'Alfonso has further asserted that he is also entitled to the remaining 50% of the Policy death benefit pursuant to the December 9, 2024, Change of Beneficiary form.

20. Christiansen and Ramirez have each asserted that they are entitled to 25% of the Policy death benefit.

21. American General is unable to determine the proper beneficiary or beneficiaries of the remaining 50% of the Policy death benefit.

CAUSE OF ACTION – INTERPLEADER RELIEF

22. American General incorporates Paragraphs 1-21 herein by reference.

23. As a result of the foregoing, there exists actual or potential rival, adverse, and conflicting claims to the remaining death benefit described above, and American General is unable to discharge its admitted liability without exposure to multiple liability, multiple litigation, or both.

24. American General is an innocent stakeholder seeking to interplead funds into the Court's Registry to resolve conflicting claims and potential rights to the remaining death benefit due and owing under the Policy.

25. American General neither has, nor claims, any interest in the death benefit due under the Policy and at all times has been willing to pay the death benefit to the person or persons entitled to them.

26. American General should not be compelled to become involved in the dispute or contentions of the competing claimants, and the competing claimants should be ordered to litigate amongst themselves without further involvement of American General.

27. American General has in no way colluded with any of the parties named herein concerning the matters of this case. American General has filed this

Complaint for Interpleader Relief of its own free will to avoid multiple liability, multiple litigation, or both.

28. American General will move for leave to deposit into the Registry of the Court the remaining death benefit due and owing under the Policy, plus applicable accrued interest required by law, if any.

29. American General alleges that it is entitled to interpleader relief pursuant to Federal Rule of Civil Procedure 22, and further alleges that it is entitled to recover reasonable attorneys' fees and costs as a result of these proceedings.

RELIEF REQUESTED

30. WHEREFORE, Plaintiff American General Life Insurance Company requests the following relief:

a. That Defendants be required to make full and complete Answer to this Complaint for Interpleader Relief, to set forth to which of them the remaining death benefit, or any part thereof, rightfully belongs, and to set forth how they make their claims thereto;

b. That this Court determine and declare the rights of the Defendants to the remaining death benefit due and owing under American General Life Insurance Policy Number YME1166348;

c. That this Court discharge American General of and from any and all further liability under American General Life Insurance Policy Number YME1166348 and on account of the death of Kris Curran;

d. That Defendants be enjoined from instituting or prosecuting against American General any proceeding in any state or United States Court or administrative tribunal relating to the death benefit payable under American General Life Insurance Policy Number YME1166348 and on account of the death of Kris Curran, and that said injunction issue without bond or surety;

e. That this Court excuse American General from further attendance upon this cause and dismiss American General from this case, with prejudice;

f. That this Court enter an order awarding American General its costs and attorneys' fees in connection with this action, to be deducted from the death benefit due and owing under American General Life Insurance Policy Number YME1166348; and

g. That this Court grant American General such other and further relief as this Court deems just and equitable.

Dated: June 19, 2025

BRESSLER, AMERY & ROSS, P.C.

By: /s/ *Jennifer N. Lamirand*

Jennifer N. Lamirand
Attorney for Plaintiff
AMERICAN GENERAL LIFE INSURANCE COMPANY