

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO**

FARMERS NEW WORLD LIFE
INSURANCE COMPANY,

Plaintiff,

v.

ALICIA WHITE

and

ALICIA STONE,

Defendants.

Case No.

**COMPLAINT FOR INTERPLEADER
RELIEF**

Plaintiff Farmers New World Life Insurance Company, by its undersigned attorney, hereby files its Complaint for Interpleader Relief pursuant to Fed. R. Civ. P. 22 against Defendants Alicia White and Alicia Stone, and states as follows:

PARTIES

1. Plaintiff Farmers New World Life Insurance Company (“FNWL”) is a corporation incorporated under the laws of the State of Washington with its principal place of business in Bellevue, Washington.

2. Defendant Alicia White (“White”) is a citizen of the State of New Mexico residing in San Juan County.

3. Defendant Alicia Stone (“Stone”) is a citizen of the State of New Mexico residing in San Juan County.

JURISDICTION AND VENUE

4. This Court has original jurisdiction over this interpleader action pursuant to 28 U.S.C. § 1332 as no Defendant is a citizen of Washington and the amount in controversy exceeds \$75,000.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 as all Defendants reside in San Juan County, New Mexico.

FACTUAL BACKGROUND

6. On or about July 21, 2011, Ryan White (the “Decedent”) applied for a life insurance policy with FNWL (the “Application”). *See* Application, attached hereto as **Exhibit A**.

7. The Application designates “Alicia White...X-spou,” as primary beneficiary of the policy and Margot Maxey, sibling, as contingent beneficiary. *Id.*

8. In accordance with the Application, FNWL issued life insurance policy No. 009384047 (the “Policy”) with a face amount of \$1,000,000.

9. On July 21, 2011, Defendant White was the former spouse of the Decedent.

10. Upon information and belief, at some time after the Policy was issued, Defendant Stone married the Decedent and became known as “Alicia White.”

11. Upon information and belief, Defendant Stone divorced the Decedent prior to his death.

12. On December 19, 2024, the Decedent passed away.

13. FNWL has no record of receiving a Change of Beneficiary Request before the Decedent’s death.

14. On January 9, 2025, FNWL received a Claimant’s Statement from Defendant White

asserting her right to the Policy's death benefit as primary beneficiary. *See* White Claimant's Statement, attached hereto as **Exhibit B**.

15. After the Decedent's death, Defendant Stone contacted FNWL to inquire about the Policy beneficiary.

16. Defendant Stone has asserted a claim to the Policy benefits because she had been known as "Alicia White" and was an ex-spouse of the Decedent.

COUNT I – INTERPLEADER RELIEF

17. FNWL incorporates by reference Paragraphs 1–16 as if stated herein.

18. Because Defendant White and Defendant Stone have both asserted claims to the Policy benefit as the named beneficiary, there exists actual or potential, rival, adverse, and conflicting claims to the proceeds described above, and FNWL is unable to discharge its admitted liability without exposure to multiple liability, multiple litigation, or both.

19. FNWL is an innocent stakeholder seeking to interplead funds into the Court's Registry to resolve conflicting claims and the potential for multiple litigation relating to the proceeds due and owing under the Policy.

20. FNWL neither has, nor claims, any interest in the proceeds due under the Policy, and at all times has been willing to pay the proceeds to the person or persons entitled to it.

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

22. FNWL has in no way colluded with any of the parties named herein concerning the matters of this case. FNWL filed this Complaint for interpleader relief on its own free will to avoid

multiple liability, multiple litigation, or both.

23. Immediately after filing this Complaint, FNWL will seek leave to deposit into the Registry of the Court the proceeds due under the Policy, plus applicable interest, if any.

24. FNWL alleges that it is entitled to interpleader relief pursuant to Fed. R. Civ. P. 22 and further alleges that it is entitled to recover reasonable attorneys' fees and costs as a result of these proceedings.

RELIEF REQUESTED

WHEREFORE, Plaintiff Farmers New World Life Insurance Company requests:

A. That the Defendants be required to make full and complete Answer to this Complaint for Interpleader Relief, setting forth to which party the proceeds belong, or any part thereof rightfully belongs, and how they make their claims thereto;

B. That this Court determine and declare the rights of the Defendants to the proceeds payable under Farmers New World Life Insurance Policy No. 009384047.

C. That this Court discharge FNWL of and from any and all further liability under Farmer's New World Life Insurance Policy No. 009384047 and on account of the death of Ryan White.

D. That this Court enter an order awarding FNWL its attorneys' fees and costs in connection with this action, to be deducted from the proceeds payable under Farmer's New World Life Insurance Policy No. 009384047.

E. That this Court excuse FNWL from further attendance upon this cause and dismiss FNWL from this case, with prejudice;

F. That the Defendants be enjoined from instituting or prosecuting FNWL in any proceedings in any state or United States Court or administrative tribunal relating to the proceeds payable under Farmer's New World Life Insurance Policy No. 009384047 and on account of the death of Ryan White and that said injunction issue without bond or surety; and

G. That this Court grant FNWL such other and further relief that this Court deems just and equitable.

Dated: May 6, 2025

Respectfully submitted,

/s/ Marco H. Santamaria
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the Complaint and Summons will be served on each Defendant in accordance with the Federal Rules of Civil Procedure as follows:

Alicia Stone
1313 E. Navajo St.
Farmington, NM 87401

Alicia White
705 Apache Ave.
Aztec, NM 87410

Respectfully submitted,

/s/ Marco H. Santamaria
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