

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 25-10327 PA (MARx) Date June 17, 2026

Title Protective Life Insurance Company, et al. v. Cynthia Tello, et al.

Present: The Honorable PERCY ANDERSON, UNITED STATES DISTRICT JUDGE

Kamilla Sali-Suleyman

Not Reported

N/A

Deputy Clerk

Court Reporter

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

None

None

Proceedings: IN CHAMBERS — COURT ORDER

Before the Court is a Motion for Summary Judgment filed by defendant and cross-defendant Zoila Tello (“Zoila”) (Docket No. 60). Zoila seeks a judgment in her favor on both the interpleader action commenced by plaintiffs Protective Life Insurance Company and Equitable Financial Life Insurance Company of America (collectively, the “Interpleader Plaintiffs”) and on the Crossclaim filed by defendants and crossclaimants Jennifer Tello, Cynthia Tello, Paola Tello, Maria Pereira, and Myrian Tello (collectively “Crossclaimants”).^{1/} Pursuant to Rule 78 of the Federal Rules of Civil Procedure and Local Rule 7-15, the Court finds that this matter is appropriate for decision without oral argument. The hearing calendared for June 29, 2026, is vacated, and the matter taken off calendar.

I. Factual and Procedural Background

On or around August 23, 1990, MONY Life Insurance Company of America (“MONY”), the prior name of Interpleader Plaintiff Equitable Financial Life Insurance Company of America, issued a life insurance policy (the “Policy”) on the life of Galo Alfredo Tello (the “Insured”) in the face amount of \$500,000.00. The Policy’s face amount was reduced to \$200,000.00, per the written request of the Insured, in September 1999. Interpleader Plaintiff Protective Life Insurance Company later agreed to coinsure a group of policies issued by MONY, which included the Insured’s Policy.

^{1/} There are two additional defendants named in the Interpleader Complaint, Michael Tello and Cesar Tello. Cesar Tello is in default and the Interpleader Plaintiffs have filed a Motion for Default Judgment against him that will be resolved in a separate order. Michael Tello has not filed an Opposition to Zoila’s Motion for Summary Judgment. According to Zoila’s counsel, Michael Tello does not oppose Zoila’s Motion, but “reserves the right to seek his portion of any proceeds determined to be due to him should Zoila not prevail.”

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In 2002, the Insured updated the Policy's beneficiaries and designated Zoila to receive 50% of the proceeds. Zoila and the Insured were divorced via a judgment dated December 24, 2018, with an effective date of February 25, 2019. The divorce judgment and incorporated property settlement agreement awarded the Policy to Zoila as her separate property, and required her to continue making the monthly premium payments. In 2019, the Insured assured Zoila that he had updated the Policy's records to list her as the sole beneficiary, but according to Zoila, that did not happen. Instead, the Insured made a series of beneficiary designations that reduced Zoila's share of the proceeds, before completely removing her as a beneficiary. The Insured's final beneficiary designation, in January 2025, listed the Insured's children Paola, Cynthia, Jennifer, and Michael, as each receiving 19% of the Policy's proceeds, with his son Cesar to receive 2.5%, his girlfriend Maria Pereira to receive 16.5%, and another ex-wife, Myrian, to receive 5%.

Meanwhile, Zoila had been paying \$350 per month to the insurance company each month based on what the Insured told her she owed. From January 2019 through December 2021, the payments were made in the form of automatic deductions from Zoila's bank account. Later, the Insured began withholding \$350 from the \$4,000 he was required to pay her each month under a different provision of the divorce judgment, until his death on June 12, 2025. Having received competing claims, the Interpleader Plaintiffs commenced this action. Pursuant to a stipulation, the policy proceeds have been deposited with the Court and the Interpleader Plaintiffs have obtained a discharge of liability.

II. Legal Standard

Summary judgment is proper where "the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). The moving party has the burden of demonstrating the absence of a genuine issue of material fact for trial. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 256 (1986). "[T]he burden on the moving party may be discharged by 'showing' – that is, pointing out to the district court – that there is an absence of evidence to support the nonmoving party's case." Celotex Corp. v. Catrett, 477 U.S. 317, 325 (1986). The moving party must affirmatively show the absence of such evidence in the record, either by deposition testimony, the inadequacy of documentary evidence, or by any other form of admissible evidence. See id. at 322. The moving party has no burden to negate or disprove matters on which the opponent will have the burden of proof at trial. See id. at 325.

As required on a motion for summary judgment, the facts are construed "in the light most favorable to the party opposing the motion." Matsushita Elec. Indus. Co. v. Zenith Radio Corp.,

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475 U.S. 574, 587 (1986). However, the nonmoving party's allegation that factual disputes persist between the parties will not automatically defeat an otherwise properly supported motion for summary judgment. See Fed. R. Civ. P. 56(c). Only disputes over facts that might affect the outcome of the suit will preclude summary judgment, and the disputed evidence must be "such that a reasonable jury could return a verdict for the nonmoving party." Anderson, 477 U.S. at 248, 106 S. Ct. at 2510, 91 L. Ed.2d 202. A "mere 'scintilla' of evidence will be insufficient to defeat a properly supported motion for summary judgment; instead, the nonmoving party must introduce some 'significant probative evidence tending to support the complaint.'" Fazio v. City & County of San Francisco, 125 F.3d 1328, 1331 (9th Cir. 1997) (quoting Anderson, 477 U.S. at 249, 252, 106 S. Ct. at 2514, 91 L. Ed. 2d 202).

Here, Crossclaimants have filed an Opposition, but did not file a Statement of Genuine Disputes of Material Fact by Opposing Party as required by Local Rule 56-2 "setting forth all material facts as to which it is contended there exists a genuine dispute necessary to be litigated." Local Rule 56-2. This Court's Civil Trial Scheduling Order similarly requires the opposing party to file a Separate Statement of Genuine Disputes and describes the format for such a document. Crossclaimants did not comply with either the Local Rules or this Court's Civil Trial Scheduling Order. Crossclaimants have not identified which, if any, of Zoila's facts it disputes and the evidence creating the dispute, but instead provides additional facts that in an effort to call into question whether Zoila made the payments on the Policy and the source of the funds Zoila used to pay the premiums. The Local Rules warn:

In determining any motion for summary judgment or partial summary judgment, the Court may assume that the material facts as claimed and adequately supported by the moving party are admitted to exist without controversy except to the extent that such material facts are (a) included in the "Statement of Genuine Disputes" and (b) controverted by declaration or other written evidence filed in opposition to the motion.

Local Rule 56-3. Crossclaimants's failure to set "forth all material facts as to which it is contended there exists a genuine dispute necessary to be litigated," allows the Court to deem admitted all of the adequately supported facts in Zoila's Statement of Undisputed Facts. See Sullivan v. Dollar Tree Stores, Inc., 623 F.3d 770, 779 (9th Cir. 2010) ("Federal Rule of Civil Procedure 56(e)(2) requires a party to "set out specific facts showing a genuine issue for trial."); Carmen v. San Francisco United School District, 237 F.3d 1026, 1029 (9th Cir. 2001) ("A lawyer drafting an opposition to a summary judgment motion may easily show a judge, in the opposition, the evidence that the lawyer wants the judge to read. It is absurdly difficult for a

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judge to perform a search, unassisted by counsel, through the entire record, to look for such evidence.”); see also Silae v. Swiss-America Trading Corp., 732 F. App’x 574, 576 (9th Cir. 2018) (holding that the district court did not abuse its discretion in finding that the moving party’s statement of facts was undisputed when the opposing party failed to file a separate contravening statement of facts as required by the district court’s local rules).

Crossclaimants’ failures to comply with the Local Rules and the Court’s Orders have resulted in a failure to identify a genuine dispute of fact. The Court therefore concludes that Zoila’s Statement of Facts is deemed admitted for purposes of summary judgment. “Judges are not like pigs, hunting for truffles buried in briefs.” Christian Legal Soc. Chapter of Univ. of Cal. v. Wu, 626 F.3d 483, 488 (9th Cir. 2010) (quoting Greenwood v. FAA, 28 F.3d 971, 977 (9th Cir. 1994) (quoting United States v. Dunkel, 927 F.2d 955, 956 (7th Cir. 1991)).

III. Analysis

Through her Motion for Summary Judgment, Zoila seeks to be awarded the full amount of the interpleaded funds, consistent with the divorce judgment that awarded the Policy to her. Crossclaimants oppose Zoila’s Motion by arguing that there is a triable issue of fact whether Zoila knew that the monthly premium charge for the Policy exceeded the amounts she paid each month and questioning the source of the funds Zoila used for those payments. Crossclaimants also complain that they have had only a limited opportunity to conduct discovery and that they should be allowed to “test the veracity” of Zoila’s statements and evidence. Although they have not presented it as such, Federal Rule of Civil Procedure 56(d) grants courts the discretion to extend a response deadline where “the nonmovant shows by affidavit or declaration that, for specified reasons, it cannot present facts essential to justify its opposition.” Accordingly, to meet its burden under Rule 56(d), the non-moving party must show: “(1) it has set forth in affidavit form the specific facts it hopes to elicit from further discovery; (2) that the facts sought exist; and (3) that the sought-after facts are essential to oppose summary judgment.” Family Home & Fin. Ctr., Inc. v. Fed. Home Loan Mortg. Corp., 525 F.3d 822, 827 (9th Cir. 2008).

An extension is not justified merely because discovery is incomplete or desired facts are unavailable. See Jensen v. Redev. Agency of Sandy City, 998 F.2d 1550, 1554 (10th Cir. 1993). Rather, “the party filing the affidavit must show how additional time will enable him to rebut the movant’s allegations of no genuine issue of fact.” Id. “[T]he party seeking a continuance bears the burden to show what specific facts it hopes to discover that will raise an issue of material fact.” Continental Maritime v. Pacific Coast Metal Trades, 817 F.2d 1391, 1395 (9th Cir. 1987). “The burden is on the party seeking additional discovery to proffer sufficient facts to show that the evidence sought exists, and that it would prevent summary judgment.” Chance v. Pac-Tel.

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Teletrac, Inc., 242 F.3d 1151, 1161 n.6 (9th Cir. 2001). A district court does not abuse its discretion in denying a Rule 56(d) request for a continuance when the nonmovant “failed diligently to pursue discovery” Id. at 1161.

Crossclaimants have not met their burden to justify a Rule 56(d) continuance. Specifically, Crossclaimants’ request for a continuance is not supported by a declaration from counsel explaining how additional time or discovery would provide Crossclaimants with information necessary to oppose Zoila’s Motion for Summary Judgment. Nor have Crossclaimants identified specific information they seek to discover or specific additional discovery that remains outstanding. Crossclaimants’ arguments that Zoila’s Motion is premature does not attempt to meet, much less satisfy, their burden to identify the particular facts they seek, that they exist, or how they are necessary to prevent summary judgment. Additionally, as Crossclaimants state in their Opposition, all counsel “agreed to conduct informal discovery so as to minimize cost and expense of formal discovery.” Crossclaimants have therefore failed to make the required showing of diligence and there is no reason to conclude that Crossclaimants could not have completed whatever discovery they now seek within the time they had to do so and within the deadlines set by the Court had they acted with diligence. Therefore, to the extent Crossclaimants seek denial of Zoila’s Motion or additional time to oppose it as a result of the limited information currently available to them, the Court denies Crossclaimants’ request for a continuance pursuant to Rule 56(d).^{2/}

On the merits, and despite Crossclaimants’ failure to file a Separate Statement of Genuine Disputes of Material Fact, the Court concludes that Crossclaimants’ evidence suggesting that Zoila knew that the amount she paid each month was only a portion of the monthly premium does not create a triable issue on a material fact. At most, that evidence would support a claim brought by the Insured’s estate for reimbursement from Zoila for the amounts the Insured paid that Zoila should have paid. But as Zoila explains in both her Motion and her Reply, the Insured’s estate is not a party to this interpleader action. Instead, the only issue before the Court is the proper beneficiary of the Policy. Crossclaimants do not dispute that the divorce judgment gave ownership of the Policy to Zoila. Even if Crossclaimants have called into question the source of some of the funds Zoila used to make monthly payments on the Policy, there is no

^{2/} The Court also rejects Crossclaimants’ arguments concerning Zoila’s counsel’s purported failure to comply with Local Rule 7-3. The record establishes that Zoila’s counsel initiated timely efforts to conduct the conference of counsel and Crossclaimants have shown no prejudice as a result of the timing of the filing of Zoila’s Motion.

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triable issue of fact that she made at least partial payments on the Policy. The Court therefore concludes that Zoila is entitled to the entirety of the interpleaded funds.

Conclusion

For all of the foregoing reasons, the Court grants Zoila's Motion for Summary Judgment and concludes that she is entitled to the interpleaded funds. Because the Interpleader Plaintiffs' Motion for Default Judgment concerning Cesar Tello is still pending, and set for a hearing on July 6, 2026, the Court cannot at this time, issue a Judgment fully disposing of this action. The Court orders the parties to meet and confer concerning the preparation of a Judgment consistent with this Order by no later than June 24, 2026. Zoila shall file a proposed Judgment by no later than June 26, 2026. The non-moving parties may file any objections to the proposed Judgment by no later than June 30, 2026. Assuming the Court grants the Motion for Default Judgment, the Court would then issue one final Judgment following disposition of the Motion for Default Judgment.

IT IS SO ORDERED.