

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No.	CV 25-10327 PA (MARx)	Date	July 1, 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 Default Judgment filed by plaintiffs Protective Life Insurance Company and Equitable Financial Life Insurance Company of America (collectively “Interpleader Plaintiffs”) (Docket No. 57). Interpleader Plaintiffs seek default judgment against the interests of defendant Cesar A. Tello (“Cesar”).^{1/} All of the remaining defendants stipulated to dismiss Interpleader Plaintiffs and discharge their liability, which the Court granted. (See Docket Nos. 55 & 56.) 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 July 6, 2026, is vacated, and the matter taken off calendar.

Interpleader Plaintiffs commenced this action on October 27, 2025, after receiving competing claims to the proceeds of a life insurance policy insuring the life of 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. In a June 17, 2026 Order, the Court granted summary judgment in favor of Zoila, the Insured’s ex-wife and concluded that she is entitled to the entirety of the interpleaded funds.

Interpleader Plaintiffs filed a Proof of Service stating that they served Cesar on January 18, 2026. Cesar, however, never appeared in the action and the Clerk entered his default on March 11, 2026, after the expiration of the deadline for Cesar to appear in the action. Interpleader Plaintiffs filed the Motion for Default Judgment on May 21, 2026. To date, and despite the expiration of his deadline to do so, Cesar has not filed an Opposition.

^{1/} The other defendants are Zoila Tello (“Zoila”), Jennifer Tello, Cynthia Tello, Paola Tello, Maria Pereira, Michael Tello, and Myrian Tello. For ease of reference and to avoid confusion resulting from the defendants’ shared surname, the Court refers to the defendants by their first names. This usage is solely for purposes of clarity and is not intended to convey any lack of respect.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 25-10327 PA (MARx)

Date July 1, 2026

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

Federal Rule of Civil Procedure 55(b)(2) grants the Court the power to enter a default judgment. The Court need not make detailed findings of fact in the event of a default judgment. See Adriana Int'l Corp. v. Thoren, 913 F.2d 1406, 1414 (9th Cir. 1990). The general rule is that upon entry of a default, well-pleaded allegations in the complaint regarding liability are deemed true. See Geddes v. United Financial Group, 559 F.2d 557, 560 (9th Cir. 1977).

Factors the Court should consider in evaluating a motion for entry of default judgment include: “(1) the possibility of prejudice to the plaintiff; (2) the merits of the plaintiff’s substantive claim; (3) the sufficiency of the complaint; (4) the sum of money at stake in the action; (5) the possibility of a dispute concerning material facts; (6) whether the default was due to excusable neglect; and (7) the strong policy underlying the Federal Rules of Civil Procedure favoring decisions on the merits.” Eitel v. McCool, 782 F.2d 1470, 1471–72 (9th Cir. 1986).

Here, the Court finds that these factors weigh in favor of granting Interpleader Plaintiffs’ Motion. In light of the well-pleaded allegations in the Complaint and Cesar’s failure to answer or otherwise participate in the action, Interpleader Plaintiffs’ interest in an efficient resolution of the case outweighs Cesar’s interest in adjudication on the merits. See PepsiCo v. Cal. Sec. Cans, 238 F. Supp. 2d 1172, 1177 (C.D. Cal. 2002) (“Defendant’s failure to answer Plaintiffs’ Complaint makes a decision on the merits impractical, if not impossible. Under Fed. R. Civ. P 55(a), termination of a case before hearing the merits is allowed whenever a defendant fails to defend an action.”). The Court therefore grants Interpleader Plaintiffs’ Motion for Default Judgment.

With the granting of the Motion for Default Judgment concerning Cesar, the Court’s May 12, 2026 Order granting the parties’ Stipulation for Deposit of Insurance Policy Proceeds, Discharge of Liability, and Dismissal with Prejudice, resolving the liability of the Interpleader Plaintiffs, and the Court’s June 17, 2026 Order granting Zoila’s Motion for Summary Judgment, the Court has resolved all pending issues before it. The Court will therefore enter a Judgment consistent with these Orders and orders the Clerk to disburse the funds held in the Court’s registry to Zoila.

IT IS SO ORDERED.