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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

METROPOLITAN LIFE INSURANCE)	CV 16-08317-RSWL-RAO
COMPANY,)	
Plaintiff-in-)	
Interpleader,)	ORDER re: Maloney's
v.)	Motion for Judgment on
	the Pleadings as to
	"Cross-Claims" of Bambi
	Gicana [54]
BAMBI GICANA; and ARACELI)	
MALONEY,)	
Defendants-in-)	
Interpleader.)	
_____)	
AND RELATED CROSS AND)	
COUNTER CLAIMS)	
_____)	

Plaintiff-in-Interpleader Metropolitan Life Insurance Company ("MetLife") filed the instant Action due to Defendants-in-Interpleader Bambi Gicana ("Gicana") and Araceli Maloney's ("Maloney") competing claims to funds from the AT&T Group Life Insurance Program (the "Plan"). See Compl., ECF No. 1. The Plan

1 is an employee welfare benefit plan governed by the
2 Employee Retirement Income Security Act of 1974
3 ("ERISA"), sponsored by AT&T, and funded by a group
4 life insurance policy issued by MetLife. Id. ¶ 6.
5 Currently before the Court is Maloney's Motion for
6 Judgment on the Pleadings as to "Cross-Claims" of Bambi
7 Gicana ("Motion") [54]. Having reviewed all papers
8 submitted pertaining to this Motion, the Court **NOW**
9 **FINDS AND RULES AS FOLLOWS:** the Court **DENIES** Maloney's
10 Motion.

11 I. BACKGROUND

12 A. State Court Action

13 On August 22, 2016, Gicana and Eric Jose Quinlan
14 Martinez filed a Petition in Los Angeles Superior Court
15 (1) to invalidate trust amendments, (2) to invalidate
16 transfers to a fiduciary under trust amendments,
17 (3) for a constructive trust, and (4) for removal of
18 trustee, account, and appointment of successor trustee.
19 Maloney's Req. for Judicial Notice ("RJN"), Ex. A
20 ("Probate Pet."), ECF No. 55. Maloney moved to compel
21 arbitration, id., Ex. B, and on January 25, 2017, the
22 state court ordered the first three claims to
23 arbitration and stayed the fourth claim pending the
24 result of arbitration, Gicana's Req. for Judicial
25 Notice, Ex. 1 ("Min. Order") at 2, ECF No. 57. Partly
26 because of the pendency of the instant federal Action,
27 Gicana moved to reconsider the state court's ruling on
28 March 13, 2017. RJN, Ex. E. The state court declined

1 to reconsider its ruling, noting that “the
2 determinative facts [between the actions] are
3 completely different.” Min. Order 4.

4 **B. Federal Court Action**

5 On November 8, 2016, MetLife filed its Complaint-
6 in-Interpleader [1]. Gicana filed Crossclaims [24]
7 against Maloney on March 15, 2017, alleging Maloney is
8 liable for (1) fraud in the inception, (2) conversion,
9 (3) undue influence, (4) breach of fiduciary duty, and
10 (5) fraud.

11 Maloney filed the instant Motion [54] on February
12 6, 2018. Gicana timely opposed [56], and Maloney
13 timely replied [62].

14 **II. DISCUSSION**

15 **A. Legal Standard**

16 Federal Rule of Civil Procedure 12(c) states that
17 “[a]fter the pleadings are closed—but early enough not
18 to delay trial—a party may move for judgment on the
19 pleadings.” Judgment on the pleadings is appropriate
20 “when, taking all the allegations in the non-moving
21 party’s pleadings as true, the moving party is entitled
22 to judgment as a matter of law.” Ventress v. Japan
23 Airlines, 486 F.3d 1111, 1114 (9th Cir. 2007)(quoting
24 Fajardo v. Cty. of L.A., 179 F.3d 698, 699 (9th Cir.
25 1999)). While the allegations of the non-moving party
26 must be accepted as true, any allegations made by the
27 moving party that have been denied or contradicted are
28 assumed to be false. MacDonald v. Grace Church

1 Seattle, 457 F.3d 1079, 1081 (9th Cir. 2006); Hal Roach
2 Studios v. Richard Feiner & Co., 896 F.2d 1542, 1550
3 (9th Cir. 1989)(citing Doleman v. Meiji Mut. Life Ins.
4 Co., 727 F.2d 1480, 1482 (9th Cir. 1984)). The facts
5 are viewed in the light most favorable to the
6 non-moving party, and all reasonable inferences are
7 drawn in favor of that party. Living Designs, Inc. v.
8 E.I. DuPont de Nemours & Co., 431 F.3d 353, 360 (9th
9 Cir. 2005). Dismissal is proper "only if it is clear
10 that no relief could be granted under any set of facts
11 that could be proved consistent with the allegations."
12 Turner v. Cook, 362 F.3d 1219, 1225 (9th Cir.
13 2004)(quoting Swierkiewicz v. Sorema N.A., 534 U.S.
14 506, 514 (2002)).

15 "[J]udgment on the pleadings is improper when the
16 district court goes beyond the pleadings to resolve an
17 issue; such a proceeding must properly be treated as a
18 motion for summary judgment." Hal Roach Studios, 896
19 F.2d at 1550 (citing Fed. R. Civ. P. 12(c)). However,
20 the court may consider facts subject to judicial
21 notice. Heliotrope Gen., Inc. v. Ford Motor Co., 189
22 F.3d 971, 981 n.18 (9th Cir. 1999).

23 **B. Analysis**

24 1. Requests for Judicial Notice

25 A court "may judicially notice a fact that is not
26 subject to reasonable dispute because it: (1) is
27 generally known . . . ; or (2) can be accurately and
28 readily determined from sources whose accuracy cannot

1 reasonably be questioned." Fed. R. Evid. 201(b). A
2 court "must take judicial notice if a party requests it
3 and the court is supplied with the necessary
4 information." Fed. R. Evid. 201(c)(2).

5 Maloney asks the Court to take judicial notice [55]
6 of the following: (1) Gicana's probate petition,
7 (2) Maloney's motion to compel arbitration, (3) the
8 state court's order regarding arbitration, and
9 (4) Gicana's motion for reconsideration. Additionally,
10 Gicana asks the Court to take judicial notice [57] of
11 the state court's order denying reconsideration.
12 Neither party opposes the other's request.

13 A court may "take judicial notice of the *existence*
14 of another court's opinion or of the filing of
15 pleadings in related proceedings; the Court may not,
16 however, accept as true the facts found or alleged in
17 such documents." Peel v. BrooksAmerica Mortg. Corp.,
18 788 F. Supp. 2d 1149, 1158 (C.D. Cal. 2011)(emphasis
19 added)(citation omitted). Thus, the Court **GRANTS** these
20 requests and takes judicial notice of only the
21 existence of these documents.

22 Maloney also asks the Court to take judicial notice
23 of the Crossclaims Gicana filed in this Court. Because
24 "[i]t is well established that a court can take
25 judicial notice of its own files and records under Rule
26 201," Gerritsen v. Warner Bros. Ent'mt Inc., 112 F.
27 Supp. 3d 1011, 1034 (C.D. Cal. 2015)(citation omitted),
28 the Court **GRANTS** this request as well.

1 2. Claim-Splitting

2 Maloney contends that Gicana's "claim here
3 duplicates, in whole or in part, her claim in Superior
4 Court." Maloney's Mot. for J. on the Pleadings
5 ("Mot.") 4:1-2, ECF No. 54. Specifically, Maloney
6 highlights Gicana's state court allegation that Maloney
7 holds the "life insurance and retirement benefits" in
8 constructive trust.¹ Probate Pet. ¶ 41. Maloney then
9 describes Gicana's state court argument that the
10 federal and probate proceedings would "cause
11 conflicting rulings." Mot. 4:4-6 (quoting RJN, Ex. E).
12 According to Maloney, judgment on the pleadings is
13 warranted due to the doctrine against claim-splitting.

14 Generally, a plaintiff may not split a single cause
15 of action² between separate suits. Grisham, 151 P.3d at
16 1162 (quoting Crowley v. Katleman, 881 P.2d 1083 (Cal.
17 1994)). Under this rule, "if the first suit is still
18 pending when the second is filed, the defendant in the
19 second suit may plead that fact in abatement," and "if
20 the first suit has terminated in a judgment on the

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22 ¹ Maloney also addresses the allegation that Gicana's
23 unknowing signature of the spousal consent form for the
24 beneficiary designations was the result of Maloney's "fraud in
25 the inception." Probate Pet. ¶ 30. As the Court explains in the
26 Order re Gicana's Motion for Summary Judgment, Gicana abandoned
27 all claims except her breach of fiduciary duty claim, so this
28 allegation is irrelevant for purposes of Maloney's Motion here.

26 ² Under California law, "a 'cause of action' is comprised of
27 a 'primary right' of the plaintiff, a corresponding 'primary
28 duty' of the defendant, and a wrongful act by the defendant
constituting a breach of that duty." Grisham v. Philip Morris
U.S.A., Inc., 151 P.3d 1151, 1162 (Cal. 2007)(quotation omitted).

1 merits adverse to the plaintiff, the defendant in the
2 second suit may set up that judgment as a bar under the
3 principles of res judicata." Id. (quotation and
4 internal citation omitted).

5 Here, Gicana did not split a single cause of action
6 between her probate petition and federal Crossclaims.
7 The state court action involves the validity of the
8 trust amendments with respect to the ultimate
9 distributions under the trust, while this Action
10 concerns the validity of the beneficiary designations
11 of certain ERISA plans. Resolution of the state court
12 and federal court claims are independent of one
13 another, and these claims certainly involve distinct
14 primary rights. As the state court recognized, the
15 documents are different, and "the determinative facts
16 are completely different." Min. Order 4.

17 Further, the allegation regarding a constructive
18 trust is inapposite because in state court, Gicana
19 seeks a constructive trust over assets Maloney
20 allegedly wrongly acquired due to "invalid" trust
21 amendments. In this Court, Gicana seeks a constructive
22 trust over assets Maloney allegedly wrongly acquired
23 due to "invalid" beneficiary designations under ERISA.
24 The alleged "assets," which Maloney argues overlap, are
25 not one primary right; rather, Gicana's nonexhaustive
26 list of assets composes the remedy she seeks. See
27 Crowley, 881 P.2d at 1090 (distinguishing the primary
28 right "from the *remedy* sought").

1 Accordingly, Gicana did not split her claims.³

2 3. Probate Jurisdiction

3 Alternatively, Maloney argues that Gicana's
4 Crossclaims are within the exclusive jurisdiction of
5 the probate court, in that they "implicate[] the
6 administration of an estate." Mot. 4:22-23.

7 "[T]he probate exception reserves to state probate
8 courts the probate or annulment of a will and the
9 administration of a decedent's estate; it also
10 precludes federal courts from endeavoring to dispose of
11 property that is in the custody of a state probate
12 court." Marshall v. Marshall, 547 U.S. 293, 311-12
13 (2006).

14 Here, the Court is not probating a will,
15 administering an estate, or touching any property that
16 is in the probate court's custody. Rather, the Court
17 is being asked to determine the proper beneficiary to
18 certain ERISA plan life insurance and retirement

19
20 ³ Even if Gicana had split her claims, they would still not
21 be subject to dismissal. In California, this doctrine does not
22 apply where the first court's jurisdiction barred the plaintiff
23 from seeking a certain remedy. People v. Damon, 59 Cal. Rptr. 2d
24 504, 514 (Ct. App. 1996)(quotation omitted). Likewise, here, the
25 life insurance proceeds were interpled into this Court, denying
26 her recovery of such in state court. See Life Ins. Co. of N. Am.
27 v. Wagner, No. 2:15-CV-00505-DS, 2016 U.S. Dist. LEXIS 50902, at
28 *8-10 (D. Utah Apr. 14, 2016)(finding that the state court lacked
"custody" and "jurisdiction" over the interpled funds).
Moreover, there are extraordinary reasons justifying claim-
splitting here. See Martinez-Ferrer v. Richardson-Merrell, Inc.,
164 Cal. Rptr. 591, 597 (Ct. App. 1980). Indeed, after MetLife
interpled Gicana into this Action, Gicana's only way to recover
these funds was to bring her Crossclaims to invalidate the
beneficiary designation; otherwise, she might have faced a
preclusive federal judgment in Maloney's favor.

1 proceeds, none of which is part of an estate or in the
2 custody of the probate court. Therefore, the probate
3 exception does not apply, and the Court may exercise
4 jurisdiction over the Crossclaims.

5 **III. CONCLUSION**

6 Based on the foregoing, the Court **DENIES** Maloney's
7 Motion for Judgment on the Pleadings [54].

8 **IT IS SO ORDERED.**

9 DATED: April 3, 2018

/s/ Ronald S. W. LEW _____

10 **HONORABLE RONALD S.W. LEW**
11 Senior U.S. District Judge
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