

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION**

PACIFIC LIFE INSURANCE
COMPANY,

Plaintiff,

v.

Case No: 5:20-cv-485-JSM-PRL

MATTHEW A. PEREZ and CRISTINA J.
PEREZ,

Defendants.

ORDER

THIS CAUSE comes before the Court upon Defendant Cristina J. Perez's Renewed Motion for Entry of Default Final Judgment as to Crossclaim (Dkt. 38). The Court, having reviewed the motion and being otherwise advised in the premises, concludes that the motion should be granted because Cristina Perez established her entitlement to the death benefits.

BACKGROUND

Pacific Life Insurance Company ("Pacific Life") filed this interpleader action with respect to a life insurance policy ("the Policy") issued to Joaquin R. Perez ("Decedent"). The Decedent was enrolled for \$250,000 in insurance proceeds (the "Death Benefits"). The Policy identifies the Decedent's son, Matthew A. Perez ("Matthew"), and daughter, Cristina J. Perez ("Cristina"), as the primary beneficiaries with each receiving 50% of the

share of the Death Benefits. Pacific Life paid Cristina her 50% share of the Death Benefits. The remaining 50% is the subject of this dispute.

On May 5, 2020, the Decedent died as a result of a gunshot wound to his chest. Matthew, the Decedent's son, was arrested and taken into custody in connection with the Decedent's death. Matthew was charged with premeditated first-degree murder.

On December 7, 2020, the Court granted Pacific Life's unopposed Motion for Entry of Order of Interpleader. (Dkt. 14). The Court concluded that interpleader was appropriate and directed Defendants and any person not yet joined to this action to interplead among themselves by filing crossclaims and asserting their respective claims to the Death Benefits within fourteen days of the Order.

On December 21, 2020, Cristina filed a crossclaim against Matthew. (Dkt. 16). Cristina served her crossclaim upon Matthew, and as a result of Matthew's failure to respond to the crossclaim, Cristina sought and obtained a Clerk's Default against Matthew on June 23, 2021. (Dkt. 32).

On June 30, 2021, Cristina moved for a default judgment against Matthew premised on Matthew's default and failure to file any claim to the Death Benefits. (Dkt. 33). The Court denied the motion without prejudice because the record was insufficient to establish Cristina's entitlement to the Death Benefits under the Florida Slayer Statute. (Dkt. 34).

This matter is now at issue upon Cristina's renewed motion for default judgment. As stated in more detail below, the record is now sufficient to establish her entitlement to the Death Benefits.

DISCUSSION

“When a claimant (defendant) in an interpleader case fails to plead or otherwise claim an interest in the stake, default judgment may be proper.” *Clerk of the Circuit Court and Comptroller for Collier County v. Securities and Exchange Commission*, No. 2:19-cv-515, 2019 WL 4644033, at * 1 (M.D. Fla. Sept. 24, 2019). Through a clerk’s default, the defaulting defendant is deemed to have admitted the well-pled allegations. *Id.* at *2.

In her crossclaim, Cristina alleged that Matthew unlawfully and intentionally killed the Decedent and is not entitled to the remaining 50% of the Death Benefits under section 732.802(3), Florida Statutes (the Slayer Statute). Under the Slayer Statute, a beneficiary to a life insurance policy who unlawfully and intentionally kills the insured is not entitled to any benefit under the policy and it becomes payable as though the killer had predeceased the decedent. Fla. Stat. § 732.802(3). The Policy provides that, if the beneficiary predeceased the insured, the amount payable will be the entire death benefits to the surviving single beneficiary. As a result, Cristina seeks an Order determining that she is entitled to the entirety of the Death Benefits under the Policy.

In addition to the well-pled allegations, the motion attaches Cristina’s Declaration and a copy of the relevant “Probable Cause Affidavit and Appearance Form.” This evidence reflects the following. Matthew admitted to shooting and killing his father, the Decedent, with a shotgun because he felt unsafe that his father was “changing the locks.” Matthew also stated that he was upset that his father had woken him up that day, and he told his father that he was a felon because he was “threatening him” and that he needed to die. Matthew clearly stated to the arresting officer that he intentionally killed his father.

Moreover, the arresting officer noted in the Affidavit that Matthew did not mention that his father threatened him, provoked him, was violent, or did anything else to justify Matthew's actions.

The Court concludes that the evidence establishes Matthew unlawfully and intentionally killed his father. Notably, it is of no import that Matthew was ultimately found not guilty by reason of insanity because the Slayer Statute provides that “[i]n the absence of a conviction of murder in any degree, the court may determine by the greater weight of the evidence whether the killing was unlawful and intentional.” Fla. Stat. § 732.802(5). Also, for purposes of the Slayer Statute, the killing can be considered intentional and unlawful despite a finding of criminal insanity. *See Congleton v. Sansom*, 664 So. 2d 276 (Fla. 1st DCA 1995). Notably, in *Congleton*, a husband strangled his wife to death. He was charged with murder but was adjudicated not guilty by reason of insanity, never having gone to trial. The Slayer Statute was still applicable in the probate proceeding, even though the husband was never criminally convicted. Notably, the Court underscores that Matthew's default in this action serves as his admission of the cross claim's well-pled allegations, which include that he intentionally and unlawfully killed the Decedent.

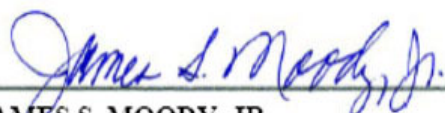
In sum, the Slayer Statute provides that a beneficiary to a life insurance policy or other contractual agreement who unlawfully and intentionally kills the insured is not entitled to any benefit under the policy and it becomes payable as though the killer had predeceased the decedent. Additionally, the subject policy provides that a beneficiary's interest in the policy ends if such beneficiary is determined to have predeceased the insured.

The policy also provides that if there is a single surviving beneficiary, the amount payable will be the entire Death Benefits. Accordingly, Cristina is considered the single surviving beneficiary pursuant to the provisions of Fla. Stat. § 732.802(3) and the language of the subject policy and is therefore entitled to the entirety of the Death Benefits.

It is therefore ORDERED AND ADJUDGED that:

1. Defendant Cristina J. Perez's Renewed Motion for Entry of Default Final Judgment as to Crossclaim (Dkt. 38) is granted.
2. Defendant Cristina J. Perez has established her entitlement to all of the funds held in the Court Registry in this matter.
3. The Clerk of Court is directed to enter a final default judgment in favor of Defendant Cristina Perez and against Defendant Matthew Perez as to her Crossclaim against Matthew Perez.
4. The Clerk of Court is directed to distribute the entirety of the funds held in the Court Registry in this matter, including any interest, to Cristina Perez's counsel of record, Joseph C. Shoemaker.
5. The Clerk of Court is further directed to close this case and terminate any pending motions as moot.

DONE and **ORDERED** in Tampa, Florida, this January 31, 2022.



JAMES S. MOODY, JR.
UNITED STATES DISTRICT JUDGE

Copies furnished to:
Counsel/Parties of Record