

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
MISSOULA DIVISION

FILED

FD 18 2016

Clerk, U.S. District Court
District Of Montana
Missoula

TROY BAKER,

Plaintiff,

vs.

HARTFORD LIFE AND ACCIDENT
INSURANCE CO., and GENSCO,
INC.,

Defendants.

CV 15-74-M-DLC-RWA

ORDER

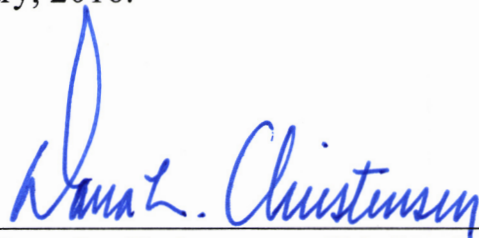
United States Magistrate Judge Richard W. Anderson entered findings and recommendations in this case on January 20, 2016, recommending that a motion to dismiss for failure to state a claim, filed by Defendants Hartford Life & Accident Insurance Co. and Gensco, Inc., be granted. Plaintiff Troy Baker (“Baker”) did not object to the findings and recommendations, and so has waived the right to de novo review thereof. 28 U.S.C. § 636(b)(1)(C). This Court reviews for clear error those findings and recommendations to which no party objects. *See McDonnell Douglas Corp. v. Commodore Bus. Mach., Inc.*, 656 F.2d 1309, 1313 (9th Cir. 1981); *Thomas v. Arn*, 474 U.S. 140, 149 (1985). Clear error exists if the Court is left with a “definite and firm conviction that a mistake has been committed.”

United States v. Syrax, 235 F.3d 422, 427 (9th Cir. 2000) (citations omitted).

Having reviewed the findings and recommendations, the Court finds no clear error in Judge Anderson's conclusion that Baker's action is time-barred, whether according to the limitations period contained in the insurance contract at issue in this case, or according to Montana's eight-year statute of limitations on contract actions. The Court agrees with Judge Anderson that either limitations period began to run on March 19, 2007, and had expired prior to commencement of this action on June 24, 2015.

Accordingly, IT IS ORDERED that Judge Anderson's findings and recommendations (Doc. 23) are ADOPTED IN FULL. Defendants' motion to dismiss (Doc. 17) is GRANTED, and this case is DISMISSED.

DATED this 18th day of February, 2016.



Dana L. Christensen, Chief Judge
United States District Court