

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Robert E. Blackburn**

Civil Action No. 09-cv-00430-REB-MJW

AMERICAN RELIABLE INSURANCE COMPANY, an Arizona corporation,

Plaintiff,

v.

COLORADO FARM BUREAU MUTUAL INSURANCE CO., a Colorado corporation,
COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY, a Colorado agency,
JENNIFER DEVORE, an individual,
FIRE INSURANCE EXCHANGE, a Texas and California corporation, a/k/a Farmers
Insurance and/or Farmers Property Insurance,
FOREMOST INSURANCE COMPANY GRAND RAPIDS, MICHIGAN, a Michigan
corporation,
GRANGE INSURANCE ASSOCIATION, a Washington corporation,
NATIONWIDE MUTUAL FOREMOST COMPANY, an Ohio corporation,
CHRISTINE SCHWARTZ, on behalf of her minor children, John Mason Schwartz and
Wyatt E. Schwartz
JOHN E. SCHWARTZ, an individual,
JOHN E. SCHWARTZ, on behalf of his minor grandchildren Cody L. Schwartz and
Jacob W. Schwartz,
THE STANDARD FOREMOST COMPANY, a Connecticut corporation,
TRAVELERS INDEMNITY COMPANY OF CONNECTICUT, a Connecticut corporation,
and
V & S RAILWAYS LLC, a Nevada and Utah corporation,

Defendants.

**ORDER FOR ENTRY OF DEFAULT JUDGMENT
AGAINST
DEFENDANT FIRE INSURANCE EXCHANGE**

Blackburn, J.

This matter is before me on the plaintiff's **Motion for Default Judgment** [#48]¹

¹ “[#48]” is an example of the convention I use to identify the docket number assigned to a specific paper by the court's electronic case filing and management system (CM/ECF). I use this convention throughout this order.

filed July 17, 2009. Having considered the motion, its attachments, and the file, and being advised of the premises, I find and conclude that the motion should be granted and that default judgment should be entered in favor of plaintiff against defendant, Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, as stated below.

In this interpleader action, the plaintiff, American Reliable Insurance Company, has deposited into the court registry 300,000 dollars. The deposit represents the full amount of coverage under a farmers and ranchers insurance policy issued by American Reliable to its insureds, Samuel and Michelle Martson. American Reliable alleges that a wildfire occurred on or about April 15, 2008, in and around the town of Ordway, Colorado. American Reliable alleges that defendant, Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, is one of several defendants named in this case that has asserted or threatened to assert that the wildfire was caused by Samuel Martson's conduct, and has submitted one or more demands for payment from American Reliable under the insurance policy. American Reliable says the total of the asserted claims against the policy is greater than the policy limit of 300,000 dollars. American Reliable has deposited the full amount of coverage available under the Martson policy with the court. American Reliable asks the court to require the defendants to litigate among themselves their claims to the 300,000 dollars available under the policy, and to designate by order of the court the party or parties to whom American Reliable should by the amounts available under the insurance policy.

On June 2, 2009, Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, was served with a copy of the Summons issued by the Clerk of the United States District Court, and a copy of the Second Amended Complaint

for Interpleader. Under Fed.R.Civ.P. 12(a)(1)(A), Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, was required to file a responsive pleading within twenty (20) days after service of process on it, or by June 22, 2009. As of this date of this Order, Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, has not filed an answer or other responsive pleading in this action. Under FED. R. CIV. P. 55(a), the Clerk of the Court entered the default [#49] of Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, on July 20, 2009.

THEREFORE, IT IS ORDERED as follows:

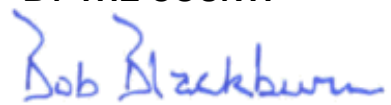
1. That the plaintiff's **Motion for Default Judgment** [#48] filed July 17, 2009, is **GRANTED**;

2. That under FED. R. CIV. P. 55(b) default judgment **SHALL ENTER** in favor of plaintiff, American Reliable Insurance Company, an Arizona corporation, against defendant, Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, on the terms stated below; and

3. That defendant, Fire Insurance Exchange, aka Farmers Insurance and/or Farmers Property Insurance, has waived any and all right, title, and interest in the policy limit of 300,000 dollars that the plaintiff has deposited into the court registry.

Dated October 13, 2009, at Denver, Colorado.

BY THE COURT:


Robert E. Blackburn
United States District Judge