

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Philip A. Brimmer

Civil Case No. 09-cv-01965-PAB-MJW

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,
an Illinois corporation,

Plaintiff,

v.

JANE BURWELL,
ESTATE OF BUD BIVENS,
ESTATE OF KJERSTIE ANDERSON,

Defendants.

ORDER

The parties recently filed a document entitled "Stipulated Agreement" [Docket No. 47] in which they also ask the Court to adopt the following stipulated facts:

1. Plaintiff State Farm Mutual Automobile Insurance Company issued a policy of automobile insurance to Defendant Jan Burwell, policy number 404 2313 B30 14M. The policy was for a 2008 Nissan Xterra. The policy period ended February 28, 2009.
2. A renewal notice and billing statement was timely mailed to Burwell.
3. Burwell failed to pay the renewal premium.
4. The policy expired on February 28, 2009.
5. The policy was never reinstated.
6. An auto accident occurred in Park County, Colorado on May 2, 2009, in which Defendants Bivens and Anderson were fatally injured. Bivens was driving the Nissan Xterra owned by Burwell, and Burwell was a passenger in her own car. Anderson was driving her own vehicle. Burwell was injured in the accident.

7. State Farm's policy of automobile insurance does not provide any coverage for the accident of May 2, 2009 because it had expired and was out of force on that date. No Defendant or claimant is entitled to benefits under the policy, and State Farm has no obligation to defend, indemnify, or pay any other benefits under the policy.

Pursuant to the parties' stipulation, it is

ORDERED that the Court accepts the above-listed stipulated facts. It is further

ORDERED that the parties shall file dismissal papers on or before **Thursday, July 8, 2010.**

DATED June 29, 2010.

BY THE COURT:

s/Philip A. Brimmer

PHILIP A. BRIMMER
United States District Judge