

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
SPRINGFIELD DIVISION**

COLUMBIA MUTUAL INSURANCE)
COMPANY,)

Plaintiff,)

v.)

No. 08-3179

R.B. ERECTION, INC.,)
HALVERSON CONSTRUCTION)
COMPANY, INC., T-CORP, and)
DOUGLAS GAGNON,)

Defendants.)

OPINION

JEANNE E. SCOTT, U.S. District Judge:

This matter comes before the Court on Plaintiff Columbia Mutual Insurance Company’s (Columbia) Motion for Default Judgment as to Defendants R.B. Erection, Inc. and Douglas Gagnon (d/e 26), pursuant to Fed. R. Civ. P. 55(b)(2) and this Court’s October 16, 1985, Standing Order involving the same. Columbia seeks declaratory judgment in its favor, specifically a declaration that Columbia does not owe coverage to R.B. Erection under its policy number CTPIL00579 for the allegations made in Count IV of Defendant Halverson Construction Company, Inc.’s Third-

Party Complaint in Cause No. 2006-L-0119, pending in Sangamon County, Illinois, in which Douglas Gagnon is the Plaintiff and Halverson Construction Company is the Defendant, and that Columbia is under no obligation to indemnify R.B. Erection against any claim for damages arising out of Count IV of the Third-Party Complaint filed by Halverson Construction Company. For the reasons set forth below, Plaintiff's Motion for Default Judgment is allowed, in part. Default judgment is entered against Defendant R.B. Erection, Inc. The Court, however, reserves ruling on Plaintiff's request for default judgment against Defendant Gagnon.

Columbia filed its Complaint (d/e 1) on June 9, 2008. The docket reveals that the registered agent of Defendant R.B. Erection executed a waiver of service on July 31, 2008. Waiver of Service Returned Executed (d/e 6). The docket further reveals that Defendant Gagnon was served with summons and the Complaint on August 24, 2008. Summons Returned Executed (d/e 18). Defendants R.B. Erection and Gagnon failed to file an answer or otherwise appear in the case, and Columbia secured entries of default against these Defendants. Order of Default (d/e 21); Order of Default (d/e 24). Columbia provided R.B. Erection and Gagnon with notice of the Orders of Default and copies of the pending Motion for Default

Judgment by U.S. Mail. Motion for Default Judgment, ¶ 5 & Certificate of Service. Nevertheless, R.B. Erektion and Gagnon have failed to appear in this action.

Entry of default judgment against corporate Defendant R.B. Erektion is appropriate. Columbia, however, has failed to submit an affidavit establishing that defaulting Defendant Gagnon is not an infant, incompetent person, or in military service, as required by this Court's October 16, 1985, Standing Order. Therefore, the Court reserves ruling on the Motion for Default Judgment as it relates to Defendant Gagnon. Columbia is granted leave to file the required affidavit on or before November 18, 2008. Columbia is also directed to serve this document on Gagnon. The Court will rule on the request for default judgment against Gagnon after that time.

THEREFORE, Plaintiff's Motion for Default Judgment as to Defendants R.B. Erektion, Inc. and Douglas Gagnon (d/e 26) is ALLOWED, in part. The Court enters default judgment in favor of Plaintiff Columbia Mutual Insurance Company and against Defendant R.B. Erektion, Inc. as follows:

The Court finds that Plaintiff Columbia Mutual Insurance Company does not owe coverage to R.B. Erektion under its policy number CTPIL00579 for the allegations made in Count IV of Defendant Halverson Construction Company, Inc.'s Third-Party Complaint in Cause No. 2006-L-0119, pending in Sangamon County, Illinois, in which Douglas Gagnon is the Plaintiff and Halverson Construction Company is the Defendant, and that Columbia is under no obligation to indemnify R.B. Erektion against any claim for damages arising out of Count IV of the Third-Party Complaint filed by Halverson Construction Company.

The Court reserves ruling on Columbia's request for default judgment against Defendant Douglas Gagnon. Columbia is granted leave to make supplemental filings relating to Gagnon as set forth above on or before November 18, 2008.

IT IS THEREFORE SO ORDERED.

ENTER: November 4, 2008

FOR THE COURT:

s/ Jeanne E. Scott
JEANNE E. SCOTT
UNITED STATES DISTRICT JUDGE