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11 FARMERS INSURANCE COMPANY
12 OF OREGON

13 UNITED STATES DISTRICT COURT OF NEVADA

14 * * * *

15 FARMERS INSURANCE COMPANY OF
16 OREGON, an Oregon corporation

17 Plaintiff,

18 vs.

19 BRAD HOPKINS, a Nevada resident; DOES I
20 through X, inclusive; and ROE
21 CORPORATIONS 1 through 100, inclusive,

22 Defendants.

23 CASE NO. 2:10-CV-00067-RCJ-PAL

24 ORDER GRANTING MOTION FOR
25 DEFAULT JUDGMENT

26 On February 15, 2012, Plaintiff Farmers Insurance Company of Oregon ("Farmers") filed a
27 motion for default judgment. *See* Doc. # 12. Defendant Brad Hopkins did not oppose. This Court,
28 having considered the pleadings and papers on file, hereby GRANTS the motion and enters default
judgment in favor of Farmer's as set forth below.

29 I. FACTS

30 01. On 01/19/2010, Farmers filed a complaint against defendant Brad Hopkins seeking
31 declaratory judgment with respect to a personal automobile policy (policy #0179030476) that
32 Farmers issued to Mr. Hopkins (hereinafter, the Policy). The Policy's period was August 15, 2008
33 to February 15, 2009. The Policy provided personal automobile coverage to Mr. Hopkins subject
34 to the Policy's terms, conditions, limitations, definitions, exclusions, and restrictions. The limits of
35 the Policy were \$50,000/100,000 for bodily injury, \$50,000 for property damage, and \$50,000 for
36 uninsured/underinsured motorist ("UM/UIM") coverage.

1 02. Mr. Hopkins was served on April 7, 2010. *See* Doc. # 5 at pg. 2.

2 03. On May 17, 2010, Mr. Hopkins moved to dismiss Farmer's complaint. *See* Doc. #
3 6.

4 04. Mr. Hopkin's motion to dismiss was denied on May 3, 2011. *See* Doc. # 6
5 (termination date noted).

6 05. Since the denial of his motion to dismiss, Mr. Hopkins has not answered Farmer's
7 complaint.

8 06. On February 13, 2012, Farmer's faxed to Mr. Hopkins' counsel a correspondence
9 requesting that Mr. Hopkins file an answer by 9 a.m. on February 15, 2012. *See* Exhibit A to
10 Farmer's Motion. Mr. Hopkins did not answer or respond.

11 **II. LEGAL FINDINGS**

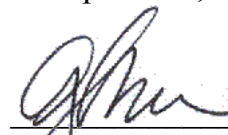
12 FRCP 55(a) provides, "[w]hen a party against whom a judgment for affirmative relief is
13 sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise,
14 the clerk must enter the party's default." Pursuant to Rule 55(a), Farmers has satisfactorily
15 demonstrated Mr. Hopkins failed to answer and defend this lawsuit.

16 **III. CONCLUSION**

17 Pursuant to FRCP 55, this Court hereby GRANTS Farmer's motion and hereby directs the
18 clerk to enters default judgment in favor of Farmer's. As requested in Farmer's motion, this Court
19 hereby orders, adjudicates, and decrees that 1) Farmers has fulfilled its obligations to Mr. Hopkins
20 under the Policy; 2) Farmers owes no further contractual obligations to Mr. Hopkins arising out of
21 the Policy; 3) the Chrysler bankruptcy bars any claim for damages Mr. Hopkins may assert related
22 to the preservation of the subject vehicle; and 4) any contractual obligations owed by Farmers to Mr.
23 Hopkins, if any, are not based upon the insurer-insured relationship created by the Policy.

24 **ORDER**

25 **IT IS SO ORDERED** this 11th day of September, 2012.

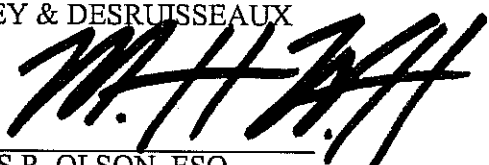
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Gloria M. Navarro
United States District Judge

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