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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

* * *

PROGRESSIVE DIRECT INSURANCE
CO., *et al.*,

Plaintiff(s),

v.

DANIEL CERON, *et al.*,

Defendant(s).

Case No. 2:16-cv-01265-APG-PAL

**DEFAULT JUDGMENT AGAINST
DEFENDANT JONATHAN VARGAS**

(ECF No. 35)

Plaintiffs PROGRESSIVE DIRECT INSURANCE COMPANY and PROGRESSIVE NORTHERN INSURANCE COMPANY (collectively “Progressive”) filed their motion for entry of default judgment as to Jonathan Vargas. ECF No. 35. I have considered all applicable papers and pleadings on file, and I find that the factors set forth in *Eitel v. McCool*, 782 F.2d 1470 (9th Cir. 1986) favor entry of default judgment in favor of Progressive.

IT IS HEREBY ORDERED that Progressive’s application for entry of default judgment **(ECF No. 35) is GRANTED**. I declare that:

Defendant Jonathan Vargas’ policy with Progressive was void *ab initio* as a result of misrepresentations by Mr. Vargas at the time of application.

Progressive is, therefore, not bound by the policy or law to defend or indemnify Mr. Vargas under the policy.

DATED this 5th day of April, 2017.



ANDREW P. GORDON
UNITED STATES DISTRICT JUDGE