

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

Jacque Ojadidi,  
Plaintiff  
v.  
Allstate Property and Casualty Insurance  
Company,  
Defendant

2:16-cv-02833-JAD-GWF

## **Order Granting Motion to Dismiss**

ECF No. 43

Allstate Property and Casualty Insurance  
Company,

Defendant

Plaintiff Jacque Ojadidi brought this action against his homeowners' insurance carrier Allstate Property and Casualty Insurance Company after Allstate denied his claim arising from a February 2015 burglary of what he alleged was nearly \$150,000 in vintage jewelry. Allstate moves to dismiss all 13 of his claims, which range from breach of contract to intentional infliction of emotional distress, racketeering, and extortion.<sup>1</sup> Ojadidi has not opposed the motion to dismiss, his deadline to do so expired more than two weeks ago, and he has not sought an extension of that deadline.

Local Rule 7-2(d) states that “The failure of an opposing party to file points and authorities in response to any motion,” except one for summary judgment or attorneys’ fees, “constitutes a consent to the granting of the motion.”<sup>2</sup> Ojadidi’s failure to oppose Allstate’s motion to dismiss constitutes his consent to the granting of this motion to dismiss, and I grant the motion in its entirety on this basis.

• • •

<sup>1</sup> ECF No. 43. I find this motion suitable for disposition without oral argument. Nev. L.R. 78-1.

<sup>2</sup> Nev. L.R. 7-2(d). Pro se plaintiff Ojadidi was timely provided with the notice required under *Rand v. Rowland*, 154 F.3d 952 (9th Cir. 1998) (en banc), *Wyatt v. Terhune*, 315 F.3d 1108 (9th Cir. 2003), and *Klingele v. Eikenberry*, 849 F.2d 409 (9th Cir. 1988). ECF No. 44.

Accordingly, IT IS HEREBY ORDERED that Defendant's Motion to Dismiss [ECF No. 43] is GRANTED. Ojadidi's claims are dismissed, and the Clerk of Court is directed to CLOSE THIS CASE.

DATED: February 8, 2017

  
Jennifer A. Dorsey  
United States District Judge