

1 **UNITED STATES DISTRICT COURT**  
2 **DISTRICT OF NEVADA**

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4 STATE FARM MUTUAL AUTOMOBILE  
5 INSURANCE COMPANY, an Illinois  
6 corporation,

7 Plaintiff,

8 v.

9 LAURA SERRANO-QUEZADA, an  
10 individual; CHRISTIAN CARRILLO, an  
11 individual; NATHALY MEDINA, an  
12 individual; JORGE RICARDO ORTIZ  
13 MARTINEZ, an individual; JULIA VIDELA,  
14 individually, and as the heir of Vanessa  
15 Calderon and as executor of the Estate of  
16 Vanesa Calderon; GEORGE CALDERON, as  
17 the heir of Vanessa Calderon; DOES 1-20 and  
18 ROE CORPORATIONS 1 - 20, inclusive,

19 Defendants.

Case No. 2:17-cv-02250-APG-VCF

**ORDER GRANTING MOTION FOR  
SUMMARY JUDGMENT**

(ECF No. 45)

20 Plaintiff State Farm filed a motion for summary judgment. Defendants Nathaly Medina and  
21 Jorge Ricardo Ortiz Martinez filed a "Non-Opposition" to the motion, stating "that they do not  
22 oppose State Farm's Motion for Summary Judgment [and] have no opposition to the entry of orders  
23 granting the relief sought by State Farm in the . . . motion." ECF No. 47 at 1-2. None of the other  
24 defendants filed a response to the motion.

25 The motion sets out the undisputed facts, which I adopt and summarize below. On June 5,  
26 2016, defendant Christian Carrillo drove a 1998 GMC Sierra pickup truck registered to and owned  
27 by defendant Laura Serrano-Quezada. Defendants Medina and Martinez were passengers in the  
28 GMC Sierra. Carrillo ran a red light and crashed into a 2014 Sonata, killing the driver of the Sonata  
and injuring Medina and Martinez. Medina and Martinez filed a state court lawsuit (the Medina  
Action) asserting claims against Carrillo and Serrano. State Farm insured the GMC Sierra, so it is  
providing a defense to Carrillo and Serrano in that case.

State Farm also issued to Serrano policy No. 0925223-E01-28A, insuring a 2015 Chevrolet  
C-1500 (the Chevy Policy). The Chevy was not involved in the accident. State Farm filed this

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lawsuit seeking a declaration that it owes no coverage, defense, or indemnity under the Chevy Policy to any of the defendants in this case.

The GMC Sierra was not an insured vehicle under the Chevy Policy. Thus, any loss related to the GMC Sierra is not covered by the Chevy Policy, and State Farm is under no duty to defend or indemnify Carrillo or Serrano under the Chevy Policy with regard to the Medina Action. State Farm is thus entitled to summary judgment on its claim for declaratory relief.

IT IS THEREFORE ORDERED that State Farm's motion for summary judgment (**ECF No. 45**) is **GRANTED**.

IT IS HEREBY DECLARED that State Farm has no duty to defend or indemnify Christian Carrillo or Laura Serrano-Quezada under its policy No. 0925223-E01-28A for any claims arising from the accident occurring on June 5, 2016, including the Medina Action.

DATED THIS 21st day of March, 2018.



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ANDREW P. GORDON  
UNITED STATES DISTRICT JUDGE