

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
AIKEN DIVISION

Allstate Indemnity Company,
Plaintiff,
v.
Roosevelt Tilmon, Mona Tilmon and
AmyMelissa Davis, Individually and as
Legal Guardian for K.K.,
Defendants.
Civil Action No.: 1:13-00690-JMC
ORDER FOR DEFAULT JUDGMENT

This matter is before the court on a motion by Plaintiff for a default judgment against Defendants Roosevelt Tilmon and Mona Tilmon (the "Tilmon Defendants"). (ECF No. 34.) For the reasons set forth below, the court GRANTS Plaintiff's motion.

I. Introduction

Plaintiff filed this declaratory judgment action on March 14, 2013, seeking a declaration by the court as to the rights of the parties under the Deluxe Homeowners Insurance Policy No. 930 260240 01/26 issued to Roosevelt Tilmon (the "Tilmon Policy"). By order of this court, dated March 21, 2014, the court granted Plaintiff's motion for summary judgment (ECF No. 21) on the grounds that the Tilmon Policy does not provide coverage for the claims asserted in the Underlying Lawsuit. (ECF No. 33.) Therefore, Plaintiff does not have any duty to either provide the Tilmon Defendants with a defense or to indemnify them in the Underlying Lawsuit. (Id. at 13-14.)

A. Jurisdiction and Venue

The court has subject matter jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1332 based on diversity of citizenship of the parties. Additionally, this insurance coverage action is brought pursuant to the provisions of the Uniform Declaratory Judgment Act, as codified in 28 U.S.C. §§ 2201-2201, and Federal Rule of Civil Procedure 57.

B. Process and Service

On April 4, 2013, Plaintiff served the Tilmon Defendants with the summons and complaint in this action, by certified mail return receipt requested and signed for by Mona Tilmon. (ECF Nos. 9 and 10.)

C. Grounds for Entry of Default

Neither of the Tilmon Defendants timely filed an answer or other pleading, as reflected by the Affidavit of Default filed on May 6, 2013. (ECF No. 14-1.) The Clerk of Court properly entered default as to the Tilmon Defendants on May 6, 2013. On March 24, 2014, Plaintiff filed its Motion for Default Judgment (ECF No. 34) with Affidavit in Support (ECF No. 34-1).

II. Findings of Fact

Having reviewed Plaintiff's Complaint, Answers to Local Rule 26.01 Interrogatories, Acceptance of Service Forms, Motion for Entry of Default, Motion for Default Judgment, as well as all supporting and supplemental information provided, the court accepts Plaintiff's well-pleaded factual allegations as true and makes the following factual findings. See *DIRECTV, Inc. v. Rawlins*, 523 F.3d 318, 322 n.2 (4th Cir. 2009) (accepting plaintiff's allegations against defaulting defendant as true, noting a defaulting defendant "admits the plaintiff's well-pleaded allegations of fact, is concluded on those facts by the judgment, and is barred from contesting on appeal the facts thus established.") (quoting *Ryan v. Homecomings Fin. Network*, 253 F.3d 778,

780 (4th Cir. 2001)).

Having found the facts set forth in Plaintiff's Complaint as deemed admitted by default, and additionally that the court granted summary judgment for Plaintiff in this declaratory judgment action, the court finds and concludes that judgment should be entered in Plaintiff's favor against the Tilmon Defendants.

WHEREFORE, it is ORDERED that a judgment in favor of Plaintiff Allstate Indemnity Company be entered against Defendants Roosevelt Tilmon and Mona Tilmon declaring that the policy issued by Plaintiff to Defendant Roosevelt Tilmon provides no coverage for the claims asserted in the Underlying Lawsuit and that Plaintiff has no duty to defend or indemnify Defendant Roosevelt Tilmon or Mona Tilmon for the claims asserted in the Underlying Lawsuit.

IT IS SO ORDERED.

s/ J. Michelle Childs
J. Michelle Childs
United States District Court Judge

Columbia, South Carolina
April 21, 2014