



accept [plaintiff's] allegations against him as true.); Ryan v. Homecomings Fin. Network, 253 F.3d 778, 780 (4th Cir. 2001) (“A Defendant in default concedes the factual allegations of the Complaint.”). Upon review of the Complaint, Plaintiff’s Answers to Local Rule 26.01 Interrogatories, service documentation reflecting service upon Defendant, Plaintiff’s Request for Entry of Default as to Defendant Jarok McCullough, Plaintiff’s Motion for Default Judgment as to Defendant Jarok McCullough, and other supporting supplemental information, the court finds the following. Defendant Chandler in his application for insurance claimed to be the owner and driver of a 2004 Dodge Stratus garaged at 1677 Johnson Street, Orangeburg, South Carolina. He was not the registered owner and driver of a 2004 Dodge Stratus, and the car was not garaged at 1677 Johnson Street, Orangeburg, South Carolina. Thus, Defendant Chandler made material false representations to Plaintiff. Defendant Jarok McCullough, at all times relevant to this action, was the owner and driver of the Dodge Stratus and did not garage the car at 1677 Johnson Street, Orangeburg, South Carolina. Plaintiff relied on those misrepresentations and issued the policy in question to Chandler. If Plaintiff was aware of the truth, Plaintiff would have rejected Defendant’s request for coverage.

Therefore, the court **GRANTS** Plaintiff’s Motion for Default Judgment as to Defendant Jarok McCullough. (ECF No. 35.) The policy, since its inception, does not provide any coverage for outstanding claims, known or unknown, involving the 2004 Dodge Stratus, and USAA has no duty to defend or indemnify Defendant McCullough.

**IT IS SO ORDERED.**



United States District Judge

October 27, 2017  
Columbia, South Carolina