UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON

Integon National Insurance Company v. Deepak Kumar et al.

Integon v. Kumar · No. 3:24-cv-06019-DGE · Decided January 30, 2026

SUMMARY

The United States District Court for the Western District of Washington granted Integon National Insurance Company's amended motion for default judgment against Deepak Kumar and the other defendants. The court declared that Kumar was not entitled to coverage under Integon's automobile policy for the March 17, 2022, accident because the Peterbilt tractor was neither a covered auto nor an auto as defined by the policy. The court further declared that Integon owed no duty to defend or indemnify Kumar for the related state-court lawsuits.

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 WESTERN DISTRICT OF WASHINGTON AT TACOMA 9 10 INTEGON NATIONAL INSURANCE CASE NO. 3:24-cv-06019-DGE 11 COMPANY, ORDER GRANTING PLAINTIFF'S 12 Plaintiff, AMENDED MOTION FOR v. DEFAULT JUDGMENT (DKT. NO. 13 20) DEEPAK KUMAR et al., 14 Defendants. 15 16 This case comes before the Court on Plaintiff's amended motion for default judgment 17 (Dkt.

No. 20). For the reasons articulated herein, this motion is GRANTED. 18 I BACKGROUND 19 This case arises out of a motor vehicle accident occurring on March 17, 2022, on Canyon 20 Road East in Puyallup, Washington. (Dkt. No. 1 at 2.) Three vehicles, driven by Defendants 21 Deepak Kumar, J'Vonte Fontaine, and Andria Swann, respectively, were involved in the 22 accident.

(Id. at 3–4.) Fontaine and Swann (and Swann on behalf of her two minor passengers) 23 filed separate lawsuits against Kumar alleging Kumar was at fault (completely or partly) for the 24 1 accident and their resulting injuries. (Id. at 3.) At the time of the accident, Defendant Deepak 2 Kumar was driving a 2020 Peterbilt Tractor. (Id. at 4.) 3 Plaintiff Integon National Insurance Company ("Integon") issued a Washington Personal 4 Automobile policy to Kumar.

(Id. at 5.) It was in effect on the date of the accident. (Id.) The 5 policy covers the ownership, maintenance, or use of any "covered auto" as well as the operation 6 or use of any "auto" used with the permission of its owner. (Id. at 6.) Specifically, an "auto" 7 under the policy means "a four-wheeled private passenger vehicle or dual rear wheel six-wheeled 8 pick-up truck designed for operation mainly on public roads with a gross vehicle wight (as 9 determined by the manufacturers specifications) of 10,000 pounds or less." (Id. at 7.)

Integon asserts Kumar was not operating a “covered auto” or any other “auto” insured under the policy. (Id. at 11–13.) A “covered auto” is any auto listed in the policy’s Declarations Page. (Id. at 8.) The only “auto” listed, i.e., the only “covered auto,” on the policy was a 2021 Dodge Challenger. (Id. at 5.) And Plaintiff asserts a Peterbilt Tractor weighs in excess of 10,000 pounds, more than the maximum weight of an “auto” as defined in the policy.

(Id. at 4.) It seeks a default judgment declaring Integon does not owe a duty to defend or indemnify Kumar for the two lawsuits filed by Fontaine and Swann. (Id. at 13.) Plaintiff commenced this action on December 12, 2024. Plaintiff filed notices of service on March 11, 2025: on Swann in Tacoma, Washington; on Kumar in Greenwood, Indiana; and on Fontaine in Fort Worth, Texas.

(Dkt. Nos. 6–8.) On March 13, 2025, Plaintiff moved for default against Swann and Fontaine. (Dkt. No. 9.) The Court granted that motion on March 14, 2025. (Dkt. No. 10.) On April 2, 2025, Plaintiff moved for default against Kumar. (Dkt. No. 11.)

On April 8, 2025, the Court granted that motion. (Dkt. No. 13.) Plaintiff then moved for default judgment against all defendants on June 12, 2025. (Dkt. No. 16.) The Court denied the motion for failure to show proper service and personal jurisdiction. (Dkt. No. 18.)

On October 28, 2025, Plaintiff filed an amended motion for default judgment. (Dkt. No. 20.) II DISCUSSION A. Jurisdiction and Venue As a preliminary step, the Court must determine whether it has both subject matter and personal jurisdiction over the parties. See In re Tuli, 172 F.3d 707, 712 (9th Cir. 1999) (“When entry of judgment is sought against a party who has failed to plead or otherwise defend, a district court has an affirmative duty to look into its jurisdiction over both the subject matter and the parties.”).

The Court is satisfied it possesses subject matter jurisdiction under 28 U.S.C. § 2201, which gives federal courts the power to “declare the rights and other legal relationships of any interested party seeking such declaration” if there is “case of actual controversy within its jurisdiction” and “an appropriate pleading” has been filed.

Here, Integon asks the Court to declare the legal rights of the parties under the subject insurance policy. In addition, the Court has jurisdiction under 28 U.S.C. § 1332(a)(1) as Integon alleges the amount in controversy is over $75,000 (Dkt. 1 at 2) and the parties are citizens of different states; Integon is a citizen of North Carolina and the defendants are alleged to be citizens of Washington (id. at 1–2) and/or Indiana and Texas based on where each Defendant was served (see Dkt.

No. 21 at 3). The Court has personal jurisdiction over the Defendants as all Defendants have been properly served through personal service or by leaving a copy of the summons and complaint with a person of suitable age at their dwelling or usual place of abode.[1] (See Dkt.

Nos. 6, 21-10, 22 1 Pursuant to Federal Rule of Civil Procedure 4(e), service may be accomplished by personal 23 service or by leaving a copy of the summons and complaint with a person of suitable age at the defendant’s dwelling or usual place of abode.

24 1 21-11.) In addition, because all three defendants were operating motor vehicles in Washington 2 and/or lived in the Washington at the time of the accident, the requirements of specific 3 jurisdiction are satisfied.2 4 Lastly, venue is satisfied because the accident relevant to the underlying dispute occurred 5 within this district. 6 B. Legal Standard 7 The Court may enter a default judgment after a default has been entered by the Clerk of 8 the Court.

See Fed. R. Civ. Pro 55(b); LCR 55(a)-(b). “[T]he general rule [upon default] is that 9 well-pled allegations in the complaint regarding liability are deemed true.” Fair Hous. of Marin 10 v. Combs, 285 F.3d 899, 906 (9th Cir. 2002). Allegations related to damages, however, must be 11 supported with evidence. See TeleVideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917–918 (9th 12 Cir.

1987); see also Fed. R. Civ. P. 55(b)(2)(B). “The district court’s decision whether to enter a 13 default judgment is a discretionary one.” Aldabe v. Aldabe, 616 F.2d 1089, 1092 (9th Cir. 1980). 14 In exercising its discretion, the Court considers the following factors: 15 (1) the possibility of prejudice to the plaintiff, (2) the merits of plaintiff's substantive claim, (3) the sufficiency of the complaint, (4) the sum of money at 16 stake in the action; (5) the possibility of a dispute concerning material facts; (6) whether the default was due to excusable neglect, and (7) the strong policy 17 underlying the Federal Rules of Civil Procedure favoring decisions on the merits.

18 19 2 Specific jurisdiction is evaluated using a three-prong test: 20 (1) The non-resident defendant must purposefully direct his activities or consummate some transaction with the forum or resident thereof; or perform some act by which he 21 purposefully avails himself of the privilege of conducting activities in the forum, thereby invoking the benefits and protections of its laws; (2) the claim must be one which arises 22 out of or relates to the defendant's forum-related activities; and (3) the exercise of jurisdiction must comport with fair play and substantial justice, i.e. it must be reasonable.

23 Mavrix Photo, Inc. v. Brand Techs., Inc., 647 F.3d 1218, 1227–1228 (9th Cir. 2011). 24 1 Eitel v. McCool, 782 F.2d 1470, 1471–1472 (9th Cir. 1986). 2 Weighing the Eitel factors, the Court finds that entry of default judgment is warranted. 3 1. Factor 1: The possibility of prejudice to the plaintiff 4 Integon would be highly prejudiced in the absence of a default judgment. “On a motion 5 for default judgment, ‘prejudice’ exists where the plaintiff has no ‘recourse for recovery’ other 6 than default judgment.” Curtis v. Illumination Arts, Inc., 33 F. Supp. 3d 1200, 1211 (W.D.

7 Wash. 2014) (quoting Philip Morris USA, Inc. v. Castworld Prods., Inc., 219 F.R.D. 494, 499 8 (C.D. Cal. 2003)). Here, Integon would have no recourse for determining its rights and 9

obligations under the subject insurance policy absent a default judgment, resulting in it 10 potentially continuing to incur expenses in defending Kumar from the two lawsuits filed against 11 Kumar.

This factor weighs in favor of a default judgment. 12 2. Factors 2 and 3: The merits and sufficiency of plaintiff's complaint 13 The merits of Plaintiff's complaint and the sufficiency of the complaint weigh in favor of 14 Plaintiff. These two factors are frequently considered together. Curtis, 33 F. Supp. 3d at 1211. 15 Here, the subject insurance policy covers only an "auto" or a "covered auto." The 2020 Peterbilt 16 tractor is neither.

It is not an "auto" because it weighs more than 10,000 pounds and it is not a 17 "covered auto" because it was never listed in the policy as a "covered auto." The facts as alleged 18 in the Complaint establish the 2020 Peterbilt Tractor Kumar was operating at the time of the 19 accident was not covered by the subject insurance policy. 20 Accordingly, factors two and three weigh in favor of Plaintiff.

21 3. Factor 4: The sum of money at stake 22 The fourth Eitel factor, favoring granting motions only when the amount of money is 23 proportional to the harm caused by defendant, also weighs in Plaintiff's favor. Though it is 24 1 unclear the extent to which Kumar may be liable to Fontaine and Swann for the accident, Integon 2 in this lawsuit seeks only declaratory judgment.

(Id. at 13–14.) Because only a declaration of 3 rights and responsibilities is being requested in this lawsuit, the amount of money is not 4 disproportionate to the harm in this case. 5 4. Factor 5: Possibility of dispute of material fact 6 The fifth Eitel factor also weighs in Plaintiff's favor. There does not appear to be any 7 dispute Kumar was driving a 2020 Peterbilt Tractor at the time of the accident.

It also appears 8 undisputed that the subject insurance policy does not cover the 2020 Peterbilt Tractor Kumar was 9 operating. There is little possibility of a dispute of material fact. 10 5. Factor 6: Excusable neglect 11 The sixth Eitel factor—excusable neglect—also weighs in Integon's favor. While 12 Defendants have not engaged in any purposeful evasion, they have been properly served yet have 13 failed to participate in this litigation.

Default has not been the result of excusable neglect. 14 6. Factor 7: Policy favoring decisions on the merits 15 The seventh and final Eitel factor recognizes "the strong policy underlying the Federal 16 Rules of Civil Procedure favoring decisions on the merits." Eitel, 782 F.2d at 1472. This factor 17 weighs against granting default judgment, although it is not dispositive in the face of continued 18 non-participation by defendants.

See PepsiCo, Inc. v. California Sec. Cans, 238 F.Supp.2d 1172, 19 1177 (C.D. Cal. 2002) ("the mere existence of Fed.R.Civ.P. 55(b) indicates that 'this preference 20 [for merits decisions], standing alone, is not dispositive.'").

Accordingly, the other Eitel factors 21 outweigh this seventh factor. 22 23 24 1 III ORDER 2 Based on the foregoing, the Court finds and ORDERS that Plaintiff's amended motion 3 for default judgment (Dkt. No. 20) is GRANTED.

The Court further ORDERS: 4 Regarding the March 17, 2022, accident occurring in Puyallup, Washington, and the 5 Pierce County Superior Court lawsuits entitled Fontaine v. Kumar, et al., Case No. 23-2-09454- 6 4 and Swann v. Kumar et al., Case No. 24-2-07492-4, Kumar is not entitled to any coverage 7 under the policy issued by Integon National Insurance Company, No. 2011386034 (effective 8 2/18/22– 8/18/22) for any and all claims asserted.

Because Kumar was not driving a "covered 9 auto" or an "auto," as defined, coverage is unavailable. Therefore, Integon owes no duty to 10 defend or indemnify Kumar, and no coverage is available for the March 17, 2022, accident. 11 12 Dated this 30th day of January, 2026. 13 a 14 David G. Estudillo 15 United States District Judge 16 17 18 19 20 21 22 23 24