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.

CASE DETAILS

COURT	United States District Court for the Western District of Washington
WRITING FOR THE COURT	David G. Estudillo
JURISDICTION	United States District Court for the Western District of Washington
DECIDED	January 30, 2026
DOCKET	3:24-cv-06019-DGE
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff sought default judgment in a federal declaratory-judgment action concerning insurance coverage. The court had previously denied an initial motion for default judgment for failure to establish proper service and personal jurisdiction, then considered and granted Plaintiff's amended motion.
STANDARD OF REVIEW	Entry of default judgment is discretionary. The court evaluated the seven Eitel factors, treating well-pleaded liability allegations as true while requiring evidentiary support for damages-related allegations.
PRECEDENTIAL VALUE	Unknown

TOPICS

default judgment · duty to defend · duty to indemnify · declaratory judgment · insurance coverage

PRACTICE AREAS

insurance coverage | declaratory judgment | civil procedure | default judgment

QUESTIONS PRESENTED

1. Whether the court had subject matter jurisdiction, personal jurisdiction, and proper venue over the declaratory-judgment action.
2. Whether default judgment was warranted under the Eitel factors after the defendants were properly served and failed to participate.
3. Whether the insurance policy covered Kumar's operation of the 2020 Peterbilt tractor and consequently imposed a duty to defend or indemnify Kumar for the March 17, 2022 accident.

HOLDINGS

1. The court had subject matter jurisdiction under the Declaratory Judgment Act and diversity jurisdiction, and it had personal jurisdiction over the defendants because they were properly served and had sufficient Washington-related contacts.
2. Default judgment was warranted because the Eitel factors, considered as a whole, favored judgment for Integon despite the general preference for decisions on the merits.
3. The policy did not cover Kumar's operation of the 2020 Peterbilt tractor because the tractor was neither a covered auto listed in the policy nor an auto within the policy's definition.
4. Integon owed Kumar no duty to defend or indemnify him for claims arising from the March 17, 2022 accident, and no coverage was available under the policy for the two underlying lawsuits.

KEY QUOTATIONS

> *"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."* (at 2)

> *"The district court's decision whether to enter a default judgment is a discretionary one."* (at 3)

> *"On a motion for default judgment, 'prejudice' exists where the plaintiff has no 'recourse for recovery' other than default judgment."* (at 3)

> *"Therefore, Integon owes no duty to defend or indemnify Kumar, and no coverage is available for the March 17, 2022, accident."* (at 7)

FACTUAL BACKGROUND

On March 17, 2022, Deepak Kumar was driving a 2020 Peterbilt tractor in Puyallup, Washington, when it was involved in a three-vehicle accident. Integon had issued Kumar a Washington personal automobile policy listing a 2021 Dodge Challenger as the only covered auto; the policy defined an auto as a specified type of vehicle weighing no more than 10,000 pounds. Integon alleged that the Peterbilt tractor was not listed in the policy and weighed more than 10,000 pounds, and therefore sought a declaration that it owed Kumar no duty to defend or indemnify him in two underlying lawsuits.

PROCEDURAL HISTORY

Integon commenced the action on December 12, 2024, and served all defendants in March 2025. The Clerk entered defaults against the defendants in March and April 2025. The court denied Integon's first motion for default judgment because it had not shown proper service and personal jurisdiction; after Integon filed an amended motion, the court granted default judgment and declared that the policy provided no coverage for the accident or related claims.

DISPOSITION

other

CASES CITED

- In re Tuli, 172 F.3d 707, 712 (9th Cir. 1999)
- Mavrix Photo, Inc. v. Brand Techs., Inc., 647 F.3d 1218, 1227-1228 (9th Cir. 2011)
- Fair Hous. of Marin v. Combs, 285 F.3d 899, 906 (9th Cir. 2002)
- TeleVideo Sys., Inc. v. Heidenthal, 826 F.2d 915, 917-918 (9th Cir. 1987)
- Aldabe v. Aldabe, 616 F.2d 1089, 1092 (9th Cir. 1980)
- Eitel v. McCool, 782 F.2d 1470, 1471-1472 (9th Cir. 1986)
- Curtis v. Illumination Arts, Inc., 33 F. Supp. 3d 1200, 1211 (W.D. Wash. 2014)
- Philip Morris USA, Inc. v. Castworld Prods., Inc., 219 F.R.D. 494, 499 (C.D. Cal. 2003)
- PepsiCo, Inc. v. California Sec. Cans, 238 F. Supp. 2d 1172, 1177 (C.D. Cal. 2002)