

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KANSAS**

**STATE FARM MUTUAL AUTOMOBILE)
INSURANCE COMPANY,)**

Plaintiff,)

v.)

RICHARD CLARKSON, et al.,)

Defendants.)

Case No. 15-2614

MEMORANDUM AND ORDER

This matter comes before the court on plaintiff State Farm Mutual Automobile Insurance Company's Motion for Summary Judgment (Doc. 23). Defendants Richard and Lora Clarkson have appeared in the case; defendants Corey Wilson, Ryan Swink and Caleb Smith are in default (Doc. 20). Although not required to do so under Federal Rule of Civil Procedure 5(a)(2), plaintiff served on the defaulting defendants a copy of the motion for summary judgment and supporting memorandum. None of the defendants filed a response. Pursuant to Local Rule 6.1(d)(2), the time to respond to plaintiff's motion for summary judgment has expired, and the court is ready to rule.

On February 24, 2012, the Clarksons sold Wilson their 2003 Ford Explorer Limited (VIN 1FMZU83K23U882202) ("Ford Explorer"). Two days after the sale, but before the Clarksons provided notice of the sale to plaintiff (their insurer), the vehicle was involved in an accident. Wilson was driving, and both Smith and Swink were passengers. Swink was injured, so he brought an action against Wilson and Smith in Kansas state court. *Ryan Swink v. Corey Wilson, et al.*, Case No. 14CV24P, Crawford County, Kansas ("Crawford County Lawsuit").

Under a reservation of rights, plaintiff has defended Wilson and Smith against the claims alleged against them in the Crawford County Lawsuit. Plaintiff now seeks summary judgment,

requesting an order that the Clarkson's automobile insurance policy (State Farm Car Policy #083657116B) ("Policy") provides no coverage for any defendant with respect to the Crawford County Lawsuit and that it no longer be required to provide a defense to Wilson or Smith.

After a review of plaintiff's motion for summary judgment and supporting memorandum,¹ the court concludes that the arguments and authorities upon which plaintiff relies constitute accurate statements of the law applicable to this case. Specifically, the court finds that, on the basis of the stipulated and otherwise undisputed facts, the requirements of Kan. Stat. Ann. § 8-135 were met when the Ford Explorer, together with an executed certificate of title, were simultaneously delivered to Wilson on February 24, 2012. Because the sale of the Ford Explorer was then complete, title passed, thereby extinguishing plaintiff's liability, if any, under the Policy. Plaintiff has no legal liability for any causes of action arising from the operation or use of the Ford Explorer on February 26, 2012.

IT IS THEREFORE ORDERED that plaintiff's Motion for Summary Judgment (Doc. 23) is granted. State Farm Car Policy #083657116B provides no coverage for any defendant with respect to the Crawford County Lawsuit, and plaintiff is no longer required to provide a defense to Wilson or Smith in the Crawford County Lawsuit.

Dated this 27th day of August, 2015, at Kansas City, Kansas.

s/ Carlos Murguia
CARLOS MURGUIA
United States District Judge

¹ On July 21, 2015, plaintiff and the Clarksons filed with the court certain stipulated facts. (Doc. 22.) Plaintiff incorporated those stipulated facts verbatim into the memorandum in support of its summary judgment motion.