

**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE**

ALLSTATE PROPERTY AND )  
CASUALTY INSURANCE COMPANY,) )

Plaintiff, )

v. )

C.A. No. N19C-04-098 JRJ

GEORGE VICKERS, )  
IMAN GOLDSBOROUGH, individually )  
and as parent/next friend of )  
E.K., a minor, )

Defendants. )

**ORDER**

**AND NOW TO WIT**, this 23rd day of July, 2020, upon consideration of the Allstate Property and Casualty Insurance Company’s (“Allstate”) Motion for Default Judgment Against Defendants Iman Goldsborough and Ena Knotts, **IT APPEARS THAT:**

1. On April 10, 2019, Allstate filed its Complaint for Declaratory Judgment.<sup>1</sup>

2. After unsuccessful attempts at serving Defendants Goldsborough and Knotts through the New Castle County Sheriff’s Office, the Court granted Plaintiff’s

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<sup>1</sup> Compl. (Trans. ID. 63151084).

Motion to Appoint Special Process Server to serve Goldsborough and Knotts the summons and the Complaint in accordance with Superior Court Civil Rule 4(d)(1).<sup>2</sup>

3. Thereafter, on January 21, 2020, Plaintiff filed an Amended Complaint for Declaratory Judgment.<sup>3</sup>

4. On February 2, 2020, the Special Process Server served Goldsborough and Knotts copies of the summons and Complaint.<sup>4</sup> Goldsborough's and Knotts' responses to the Complaint were due February 22, 2020.<sup>5</sup>

5. On March 18, 2020, after Goldsborough and Knotts failed to respond to the Complaint, Allstate filed this Motion for Default Judgment, asking the Court to enter a declaratory judgment against Goldsborough and Knotts.<sup>6</sup>

6. Pursuant to Superior Court Civil Rule 55(b), the Court may enter default judgment “when a party against whom a judgment for affirmative relief is sought, has failed to appear, plead or otherwise defend as provided by the Rules . . . .”

7. Goldsborough and Knotts were required to respond to Allstate's Complaint for Declaratory Relief by February 22, 2020 pursuant to Superior Court

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<sup>2</sup> Jan. 8, 2020 Order (Trans. ID. 64595826).

<sup>3</sup> Amend. Compl. (Trans. ID. 64638771).

<sup>4</sup> Return of Service – Iman Goldsborough (Trans. ID. 64706046); Return of Service – Ena Knotts (Trans. ID. 64813703).

<sup>5</sup> See Super. Ct. Civ. R. 12(a) (“A defendant shall serve an answer within 20 days after service of process, complaint and affidavit . . .”).

<sup>6</sup> Mot. Default J. (Trans. ID. 64841442).

Civil Rule 12(a). Given that both Goldsborough and Knotts failed to respond in accordance with Rule 12(a), Allstate is entitled to default judgment.

**NOW, THEREFORE, IT IS HEREBY ORDERED** that Allstate Property and Casualty Insurance Company's Motion for Default Judgment Against Defendants Iman Goldsborough and Ena Knotts is **GRANTED** and a declaratory judgment is entered against Defendants Iman Goldsborough and Ena Knotts, pursuant to Superior Court Civil Rule 55(b)(2), declaring that:

a. Defendant George Vickers was not the legal owner of the 2013 Nissan Sentra VIN 3N1CN7AP2DL834740 ("Nissan Sentra") at the time of the December 26, 2018 motor vehicle accident;

b. Defendant George Vickers had no insurable interest in the Nissan Sentra at the time of the December 26, 2018 motor vehicle accident;

c. Under 18 *Del. C.* § 2706, Allstate no longer insured the Nissan Sentra after the transfer of title of the Nissan Sentra from Defendant George Vickers to Defendant Goldsborough;

d. Allstate provides no third-party coverage on the Nissan Sentra as to Defendants Goldsborough and Knotts and has no obligation to defend or indemnify Goldsborough or Knotts;

e. Allstate provides no first-party coverage on the Nissan Sentra as to Defendants Goldsborough and Knotts and has no obligation to provide any first-party

coverage as to Defendants Goldsborough and Knotts, including but not limited to claims for: property damage, no fault, or uninsured/underinsured motorist coverage.

**IT IS SO ORDERED.**

*Jan R. Jurden*

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Jan R. Jurden, President Judge

cc: Prothonotary