

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

OCCIDENTAL FIRE & CASUALTY
COMPANY OF NORTH CAROLINA,

Civil No. 11-2412 (JRT/JSM)

Plaintiff,

ORDER

v.

ADAM SOCZYNSKI, THOMAS HIPPI,
and HIPPI'S TRUCKING, INC.

Defendants.

Brian A. Wood and Ryan P. Myers, **LIND JENSEN SULLIVAN & PETERSON, PA**, 901 Marquette Avenue South, Suite 1300, Minneapolis, MN 55402, for plaintiff.

Thomas J. Laughlin, **LAUGHLIN LAW OFFICE**, 600 Inwood Avenue North, Suite 235, Oakdale, MN 55128; Nadezhda V. Wood, **NADIA WOOD, ATTORNEY AT LAW**, 500 Laurel Avenue, Saint Paul, MN 55102, for defendant Adam Soczynski.

This is a declaratory judgment action brought by Plaintiff Occidental Fire & Casualty Company of North Carolina ("Occidental") against its insureds, Thomas Hipp and Hipp's Trucking, Inc. (collectively, "Hipp"). On March 10, 2009, Hipp was involved in a fatal trucking accident that killed Amy Soczynski. Adam Soczynski, Amy's widower, brought a personal injury action in Minnesota state court against Hipp and other defendants. The state action settled, and Hipp assigned all of its causes of action against Occidental to Soczynski. In the underlying state court action, an arbitrator determined that the total amount of damages from the accident awardable to Soczynski was \$2,750,000. (First Decl. of Nadia Wood, Ex. 2, June 28, 2012, Docket No. 13.) No one

objected to the arbitrator's determination of damages, and after offsetting a \$1,000,000 settlement received from another insurance company, the Anoka County District Court entered judgment against Hipp in the amount of \$1,750,000. (*Id.*, Ex. 3 at 2-3.)

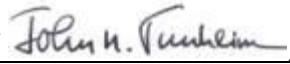
In the federal litigation, Soczynski sought to recover the remainder of that judgment from Occidental. The Court previously granted Soczynski's motion for partial summary judgment, finding that the Occidental policy provides coverage for damages arising out of the accident, and that the coverage limit of the policy is \$1,000,000. (Mem. Op. & Order, Jan. 8, 2013, Docket No. 29.) The Court then dismissed Soczynski's remaining bad faith claim with prejudice, and entered judgment. (Order, July 3, 2013, Docket No. 37; J., July 5, 2013, Docket No. 38.) The judgment did not specify the amount of the award to which Soczynski is entitled in light of the Court's previous rulings.

Although \$1,750,000 of the state court judgment remains outstanding, the Occidental insurance policy has a coverage limit of \$1,000,000. Therefore, the Court will enter judgment against Occidental for the full amount of the policy.

Based on the foregoing, and all the files, records, and proceedings herein, **IT IS HEREBY ORDERED** that judgment be entered against Occidental Fire & Casualty Company of North Carolina in the amount of \$1,000,000.

LET JUDGMENT BE ENTERED ACCORDINGLY

DATED: July 30, 2013
at Minneapolis, Minnesota.

s/ 

JOHN R. TUNHEIM
United States District Judge