

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**ZENITH INSURANCE COMPANY,  
Plaintiff,**

**CIVIL ACTION**

**v.**

**MARTIN P. NEWELL, JR. AND M.P.N.,  
INC.,**

**NO. 20-3878**

**Defendants.**

**ORDER**

**AND NOW**, this 19th day of March, 2021, upon consideration of Defendants Martin P. Newell, Jr., and M.P.N., Inc.’s (“Defendants”) Motion for Partial Summary Judgment and briefing in support thereof (ECF Nos. 23 & 29); Plaintiff Zenith Insurance Company’s (“Zenith”) response thereto (ECF No. 27); Zenith’s Motion for Judgment on the Pleadings and briefing in support thereof (ECF Nos. 24 & 28); and Defendants’ response thereto (ECF No. 26), **IT IS HEREBY ORDERED** that in accord with the Court’s opinion filed in conjunction with this Order, each Motion is **GRANTED IN PART** and **DENIED IN PART**:

**IT IS FURTHER ORDERED** that:

1. Zenith has a duty to defend M.P.N., Inc. in connection with the underlying action *Mercer v. Newell, et al.*, June Term 2019, No. 7041, filed in the Philadelphia Court of Common Pleas.
2. Zenith has no duty to defend or indemnify Martin P. Newell, Jr. in connection with the underlying action.

**BY THE COURT:**

/s/Wendy Beetlestone, J.

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**WENDY BEETLESTONE, J.**