

UNPUBLISHED

UNITED STATES COURT OF APPEALS  
FOR THE FOURTH CIRCUIT

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No. 06-1586

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EMPIRE FIRE AND MARINE INSURANCE COMPANY,

Plaintiff - Appellant,

versus

CONTINENTAL CASUALTY COMPANY,

Defendant - Appellee,

and

JOHN B. COLEMAN TRUCKING, LLC; TIMOTHY  
THEODORE DALE; PYLE TRANSPORT SERVICES,  
INCORPORATED,

Defendants.

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Appeal from the United States District Court for the District of  
Maryland, at Baltimore. Catherine C. Blake, District Judge.  
(1:05-cv-00605-CCB)

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Submitted: December 7, 2006

Decided: December 20, 2006

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Before TRAXLER and SHEDD, Circuit Judges, and HAMILTON, Senior  
Circuit Judge.

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Affirmed by unpublished per curiam opinion.

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Paul N. Farquharson, Christopher J. Lyon, Sean P. Edwards, SEMMES,  
BOWEN & SEMMES, Baltimore, Maryland, for Appellant. Shannon O.  
Colvin, David A. Skomba, FRANKLIN & PROKOPIK, Baltimore, Maryland,  
for Appellee.

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Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

This case involves an insurance coverage dispute between the plaintiff, Empire Fire and Marine Insurance Company (Empire), and the defendant, Continental Casualty Company (CNA), over the obligation of each carrier, if any, to indemnify and defend John B. Coleman Trucking, LLC (Coleman Trucking) in a personal injury action pursuant to commercial automobile liability policies separately issued by Empire and CNA to Coleman Trucking. The personal injury action arose from an underlying automobile accident involving a tractor-trailer owned by Coleman Trucking.

Following discovery, CNA moved for summary judgment, and Empire moved for partial summary judgment. The dispositive issue in the case is which commercial automobile liability policy was in effect at the time of the underlying accident, the one issued by Empire or the one issued by CNA. In a thorough and well-reasoned opinion, the district court concluded that only Empire's policy was in effect at the time of the underlying accident. Accordingly, the district court granted CNA's motion for summary judgment and denied Empire's partial motion for summary judgment. Empire noted a timely appeal.

Having thoroughly reviewed the district court's opinion and the parties' briefs and submissions on appeal, we conclude that the district court did not err in granting summary judgment in favor of CNA. We, therefore, affirm the district court's entry of summary

judgment in favor of CNA on the reasoning of the district court. Empire Fire and Marine Ins. Co. v. Continental Cas. Co., C/A No.: CCB-05-605 (D. Md. April 12, 2006). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

AFFIRMED