

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE
MIDDLE DISTRICT OF ALABAMA, EASTERN DIVISION

SAFECO INSURANCE COMPANY OF)	
AMERICA,)	
)
Plaintiff,)	
)
v.)	CIVIL ACTION NO.
	3:12cv537-MHT
	(WO)
JENNIFER GOLDEN,)	
)
Defendant.)	

ORDER

In the course of resolving the pending motions for summary judgment, the court has noticed that plaintiff Safeco Insurance invokes the exclusion provision for "bodily injury or property damage... arising out of physical or mental abuse, sexual molestation or sexual harassment," Policy (Doc. No. 1-2) § 1-k at 7, but that neither party discusses this provision in any detail. The court has also noticed that neither party addresses the significance, if any, of the policy's definition of the term "insured." Policy (Doc. No. 1-2) at § 3-g at

15. As this provision and definition are seemingly applicable, it is ORDERED as follows:

(1) By July 24, 2013, plaintiff Safeco Insurance Company of America is to explain, in writing, why it believes the sexual molestation exclusion applies to the instant case and what effect, if any, the definition of "insured" has in this case.

(2) By July 31, 2013, defendant Jennifer Golden is to respond, in writing, to the plaintiff Safeco Insurance Company of America's brief.

(3) Plaintiff Safeco Insurance Company of America has until August 5, 2013, to reply to defendant Golden's response, if it chooses to do so.

DONE, this the 17th day of July, 2013.

/s/ Myron H. Thompson
UNITED STATES DISTRICT JUDGE