

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**ARCH SPECIALTY INS. CO.  
a/s/o 2633 NAPOLEON  
LIMITED PARTNERSHIP**

**VERSUS**

**C&G CONSTRUCTION ON  
LOUISIANA, INC.**

**CIVIL ACTION**

**NO. 12-2047  
C/W NO. 13-5336  
C/W NO. 13-6117**

**SECTION "K"(3)**

**PERTAINS TO 12-2047 and 13-6117**

**ORDER AND REASONS**

Before the Court is a Renewed Motion for Summary Judgment of American Automobile Insurance Company ("AAIC") (Doc. 188) wherein it seeks summary judgment pursuant to Fed. R. Civ. P. 56 on its First Amended Complaint for Rescission and Declaratory Judgment in Civil Action No. 13-6117 and on its Cross-Claim for Rescission and Declaratory Judgment in Civil Action No. 12-2047. AAIC issued a professional liability policy (the "Policy") to William Sacks Insurance which Policy. AAIC seeks judgment (1) rescinding the Policy on the basis of material misrepresentations made by Sacks Insurance in its application for the AAIC policy, (2) granting it a declaration that the policy does not provide coverage for the claim against Sacks Insurance because the claim does not fall within the insuring agreement of the policy, or (3) granting a declaration that the policy does not provide coverage for the claim against Sacks Insurance because Sacks Insurance breached the notice provision of the policy. Having reviewed the pleadings, memoranda, exhibits, deposition testimony and the relevant law, and noting that there is no opposition to said motion,

**IT IS ORDERED** that the Renewed Motion for Summary Judgment of American Automobile Insurance Company ("AAIC") (Doc. 188) is **GRANTED**, and judgment shall be

entered in favor of American Automobile Insurance Company and against William Sacks and Houston Specialty Insurance Company, dismissing their claims with prejudice with each party to bear its/his own costs.

New Orleans, Louisiana, this 14<sup>th</sup> day of September, 2015.



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**STANWOOD R. DUVAL, JR.**  
**UNITED STATES DISTRICT COURT JUDGE**