

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

MICHAEL CREGHAN : CIVIL ACTION
v. :
PROCURA MANAGEMENT, INC. : NO. 14-1847

ORDER

AND NOW, this 9th day of March, 2015, upon consideration of plaintiff Michael Creghan's motion for summary judgment on defendant's counterclaim (docket entry # 46) and defendant Procura Management, Inc.'s ("Procura") response thereto (docket entry # 48), as well as Procura's motion for summary judgment or, in the alternative, for partial summary judgment (docket entry # 47) and Creghan's opposition thereto (docket entry # 49) and the parties' respective replies (docket entries ## 50 and 51), it is hereby ORDERED that:

1. Plaintiff's motion for summary judgment as to Procura's counterclaim concerning the non-disclosure/non-solicitation agreement is DENIED;
2. Defendant's motion for summary judgment as to plaintiff's claims for negligence, promissory estoppel, unjust enrichment, and violation of the Pennsylvania Wage Payment and Collection law is GRANTED;
3. Defendant's motion for summary judgment as to plaintiff's breach of contract claim is GRANTED as to plaintiff's claims arising from the Consolidated Services Group, Geico New York and Horizon Casualty Services accounts;
4. Defendant's motion for summary judgment as to plaintiff's breach of contract claim is GRANTED as to plaintiff's claims arising from the New Jersey Manufacturers Insurance Company, Selective Insurance and Premier Prizm Solutions accounts;

5. Defendant's motion for summary judgment as to plaintiff's claim for post-termination commissions is DENIED;

6. Defendant's motion for summary judgment as to plaintiff's claim for commissions on revenue generated by Procura's partnership with Mitchell International is DENIED;

7. Defendant's motion for summary judgment as to plaintiff's claims for commissions on revenue generated by Progressive Casualty Insurance Co. and New Jersey Property-Liability Insurance Guaranty Association is GRANTED;

8. Defendant's motion for summary judgment as to plaintiff's claims for commissions on revenue generated by Decision Point Review Plan accounts is GRANTED;

9. Defendant's motion for summary judgment as to plaintiff's claims for commissions as to Allstate Insurance is DENIED;

10. Defendant's motion for summary judgment as to plaintiff's claims for commissions after March of 2008 pursuant to Pennsylvania's four-year statute of limitations, is DENIED; and

11. By noon on March 19, 2015, the parties shall SUBMIT their calculus of the damages remaining in controversy and the Clerk shall TRANSFER this case to the Court's Civil Suspense docket pending the Court's review of the parties' submissions.

BY THE COURT:

/s/ Stewart Dalzell, J.
Stewart Dalzell, J.