

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

EVEREST INDEMNITY	:	CIVIL ACTION
INSURANCE COMPANY	:	
	:	
v.	:	
	:	
VALLEY FORGE, INC.	:	NO. 15-593

ORDER

AND NOW, this 15th day of October, 2015, upon consideration of the cross-motions for summary judgment filed by plaintiff Everest Indemnity Insurance Company (docket entry #13) and defendant Valley Forge, Inc. (docket entry #12), and for the reasons stated in the foregoing Memorandum, it is hereby ORDERED that:

1. Plaintiff Everest Indemnity Insurance Company's motion for summary judgment on the duty to defend issue is GRANTED;
2. Defendant Valley Forge, Inc.'s motion for summary judgment on the duty to defend issue is DENIED;
3. Summary judgment is GRANTED sua sponte in favor of Everest Indemnity Insurance Company on the duty to indemnify issue;
4. Summary judgment is GRANTED sua sponte in favor of Everest Indemnity Insurance Company on the breach of contract and bad faith counterclaims brought by Valley Forge, Inc.;
5. The Court DECLARES that pursuant to Everest Indemnity Insurance Company's Commercial General Liability Policy bearing number EF4ML02378-121, the insurer has no duty to defend or indemnify Valley Forge, Inc. in the Underlying Action brought by the Commonwealth of Pennsylvania against Valley Forge, Inc.; and

6. The Clerk of Court shall CLOSE this case statistically.

BY THE COURT:

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