WESTMINSTER AMERICAN INSURANCE COMPANY v. SPRUCE 1530, LLC et al Doc. 17

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

WESTMINSTER AMERICAN INSURANCE COMPANY *Plaintiff*	:	**CIVIL ACTION**
	:	**NO. 17-5226**
v.	:	
SPRUCE 1530, LLC, *et al.* *Defendants*	:	

O R D E R

AND NOW, this 9th day of April 2019, upon consideration of:

1. the *motion for summary judgment* filed by Plaintiff Westminster American Insurance Company ("Plaintiff"), [ECF 10], the response in opposition thereto filed by Defendants Spruce 1530, LLC, Al Shapiro, and Ernest V. Miller, Sr. ("Defendants"), [ECF 14], and
2. the *motion for summary judgment* filed by Defendants, [ECF 11], and the response in opposition thereto filed by Plaintiff, [ECF 13],

it is hereby **ORDERED** that, for the reasons set forth in the accompanying Memorandum Opinion, Defendants' *motion for summary judgment*, [ECF 11], is **GRANTED**, and Plaintiff's *motion for summary judgment*, [ECF 10], is **DENIED**. It is further **ORDERED** that **JUDGMENT** is entered in favor of Defendants Spruce 1530, LLC, Al Shapiro, and Ernest V. Miller, Sr.

Consequently, it is declared that: (a) Plaintiff has a duty to defend Defendants against the claims alleged by Touraine, L.P. in the civil action captioned *Touraine, L.P. v. Spruce 1530 LLC et al.*, No. 170603522 (C.P. Phila.) (the "Underlying Action"); and (b) Plaintiff is obligated to reimburse Defendants for all costs, fees and expenses incurred to date and in the future relating to their defense in the Underlying Action.

BY THE COURT:

/s/ *Nitza I. Quiñones Alejandro*
NITZA I. QUIÑONES ALEJANDRO, J.
Judge, United States District Court

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