

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

NAUTILUS INSURANCE CO.	:	
	:	CIVIL ACTION
Plaintiff,	:	
	:	
vs.	:	
	:	
LIU CONSTRUCTION, LLC, <i>et al.</i>	:	No. 22-4936
Defendants.	:	
	:	

ORDER

AND NOW, this 26th day of April, 2024, upon consideration of Plaintiff’s Motion for Default Judgment (ECF No. 38), it is hereby **ORDERED as follows**:

1. The Plaintiff’s motion for default judgment is **GRANTED**.
2. Judgment is **ENTERED in FAVOR** of Plaintiff Nautilus Insurance Company and **AGAINST** Defendant Liu Construction, LLC, as to Count II of the Amended Complaint, regarding the parties’ rights and obligations under the Nautilus commercial lines policy bearing policy number NN1043884 (the “Nautilus Policy”) as follows:
 - a. Coverage is not available under the Nautilus Policy for the claims asserted, and damages alleged, in the action captioned *Helio Soures Vaz v. Bala Spring Estate LLC, et al.*, Case No. 220501112, Pennsylvania Court of Common Pleas, Philadelphia County (the “Underlying Action”);
 - b. Nautilus has no duty to defend Liu Construction for the claims asserted in the Underlying Action and no duty to indemnify Liu Construction for any damages it may become obligated to pay in connection with the Underlying Action; and
 - c. With the permission of the court in the Underlying Action, Nautilus may withdraw its defense of Liu Construction in the Underlying Action. (Should Liu

Construction fail to make arrangements to substitute in new counsel in the Underlying Action, and should Nautilus not be permitted to withdraw its defense of Liu Construction, Nautilus may return to the Court to seek additional relief, if any, that may be appropriate.)

3. Count III of the Amended Complaint is **DISMISSED as moot**.
4. The Clerk of Court shall mark this case **CLOSED** for all purposes including statistics.

BY THE COURT:

s/Pamela A. Carlos
PAMELA A. CARLOS
U.S. Magistrate Judge