[J-119-2019] [MO: Donohue, J.] IN THE SUPREME COURT OF PENNSYLVANIA MIDDLE DISTRICT

SUFFOLK CONSTRUCTION COMPANY, : No. 40 MAP 2019

Objector : Appeal from the Order of

: Commonwealth Court at No. 2 REL

: 2017 dated March 18, 2019.

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Submitted: December 17, 2019

RELIANCE INSURANCE COMPANY (IN LIQUIDATION) (ANCILLARY MATTER TO IN RE: RELIANCE INSURANCE COMPANY (IN LIQUIDATION) 1 REL 2001)

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APPEAL OF: SUFFOLK

CONSTRUCTION COMPANY

DISSENTING OPINION

JUSTICE BAER DECIDED: December 17, 2019

I would affirm the Commonwealth Court's order by adopting the rationale employed by that court in its memorandum opinion, *Suffolk Construction Company v. Reliance Insurance Company (In Liquidation)*, 2 REL 2019 (Pa. Cmwlth. filed March 18, 2019) (unpublished), which held that, pursuant to the clear and unambiguous language of the relevant settlement agreement: (1) Appellant Suffolk Construction Company is precluded from seeking insurance coverage from Appellee Reliance Insurance Company ("Reliance"); and (2) Reliance, through its statutory liquidator, had the right as a third party beneficiary to enforce the settlement agreement.