

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
CIVIL DIVISION**

SOUTHERN-OWNERS
INSURANCE COMPANY,

Plaintiff,

CASE NO.: 11-CA-13796

v.

DIVISION: I

HULBERT MANASSE; LIN FORD;
and CRYSTAL VIEW CHEMICALS,
INC., a Florida corporation,

Defendants.

**ORDER GRANTING SOUTHERN-OWNERS INSURANCE COMPANY'S
AMENDED MOTION FOR FINAL SUMMARY JUDGMENT**

THIS CAUSE came on to be heard on January 15, 2013 on Plaintiff, Southern-Owners Insurance Company's, Amended Motion for Final Summary Judgment. The Court having been advised in the premises of counsel for Southern-Owners Insurance Company, Mr. Rohrabacher, Crystal View Chemicals, Inc., and Hulbert Manasse. The Court having reviewed the Court file and summary judgment evidence, the Court finds that the Plaintiff's Motion to Amend by Interdelineation to correct the name of Lin Ford to Linford Rohrabacher is due to be granted by stipulation of counsel. The Court also finds there are no genuine issues as to any material fact and that Southern-Owners Insurance Company is entitled to declaratory judgment, as a matter of law, and that the Amended Motion for Final Summary Judgment is likewise due to be granted. It is hereby

ORDERED:

1. The Motion to Amend by Interdelineation to correct Linford Rohrabacher's name is granted;

2. The Plaintiff's Amended Motion for Final Summary is granted. Specifically, there is no coverage under the Southern-Owners policy for those claims and allegations contained in the Manasse Complaint against Linford Rohrabacher and Crystal View Chemicals, Inc. Further, that because there is no coverage for those Hulburt Manasse's personal injury claims, Southern-Insurance Company has no duty to defend nor any duty to indemnify Linford Rohrabacher or Crystal View Chemicals, Inc. as to it pertains to those claims for damages and currently the subject of Manasse v. Crystal View Chemicals, Inc., et al., Case No.: 11-10727, Division J (Hillsborough County). The Court has set forth its reasoning on the record at the time of the hearing and finds that the underlying allegations of an *assault and battery* which are not in dispute, squarely fit within the policy exclusion for an "expected or intend injury."

DONE and ORDERED in Chambers in Tampa, Hillsborough County, Florida on this _____ day of January, 2013.

JAN 24 2013
CHRISTOPHER SABELLA
CIRCUIT COURT JUDGE

Christopher Sabella
Circuit Court Judge

Copies Furnished To:

John A. Guyton, III, Esquire
Barry M. Salzman, Esquire
Brent Gordon, Esquire