

**[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.
v.	:	
	:	Submitted: December 17, 2019
	:	
RELIANCE INSURANCE COMPANY (IN	:	
LIQUIDATION) (ANCILLARY MATTER	:	
TO IN RE: RELIANCE INSURANCE	:	
COMPANY (IN LIQUIDATION) 1 REL	:	
2001)	:	
	:	
	:	
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 filed March 18, 2019) (unpublished), which held that, pursuant to the clear and unambiguous language of the relevant settlement agreement: (1) Appellant Suffolk Construction Company is precluded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.