

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 09-14026

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT JANUARY 18, 2011 JOHN LEY CLERK

D. C. Docket No. 04-60619-CV-JIC

ESSEX INSURANCE COMPANY,

Plaintiff-Appellee-
Cross-Appellant,

versus

MERCEDES ZOTA,
MIGUEL ZOTA,

Defendants-Third
Party-Plaintiffs-
Appellants- Cross-
Appellees,

LIGHTHOUSE INTRACOASTAL, INC.,
JACK FARJI, an individual,
BROWARD EXECUTIVE BUILDERS, INC.,

Defendants-Appellants-
Cross-Appellees,

R.A. BRANDON & CO., INC.,

Third Party-Defendant.

Appeals from the United States District Court
for the Southern District of Florida

(January 18, 2011)

Before BARKETT, MARCUS and FAY, Circuit Judges.

PER CURIAM:

Mercedes Zota, Lighthouse Intracoastal, Inc., Jack Farji, and Broward Executive Builders, Inc. appeal from a Final Declaratory Judgment in favor of Essex Insurance Company concluding that there is no coverage for Zota's injury under the liability insurance policy issued by Essex to Lighthouse and therefore, Essex was not required to indemnify Lighthouse or defend it with regard to Zota's state court negligence action. Essex also cross-appeals several of the district court's rulings.

After having carefully considered all of the issues in this case, including Essex's cross-appeal, and based on the record and arguments of counsel, we find no reversible error.

AFFIRMED.