

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 11-13389

D.C. Docket No. 8:08-cv-02253-EAJ

ALLSTATE INSURANCE COMPANY,
an Illinois corporation,

Plaintiff - Counter
Defendant - Appellee
Cross Appellant,

versus

ROBERT M. LEVESQUE,

Defendant,

DOLORES LEVESQUE,
ESTATE OF ROBERT M. LEVESQUE,
deceased,

Defendants - Appellants
Cross Appellees,

BLANCA MICHAELS,

Defendant - Counter
Claimant - Cross
Appellee,

ANDREW'S FLORIST ON 4TH STREET, INC.,
a Florida corporation
a.k.a. Andrews Florist on 4th Street North, Inc.,
a.k.a. Andrews on 4th St., Inc.,

Defendant - Counter
Claimant - Appellant
Cross Appellee.

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

(September 20, 2012)

Before HULL, MARCUS and COX, Circuit Judges.

PER CURIAM:

In this declaratory judgment action, Andrew's Florist and Dolores Levesque appeal from the district court's order and judgment granting relief in favor of Allstate Insurance Company. In June 2004, a delivery driver for Andrew's Florist was involved in an automobile accident with Robert Levesque, who suffered serious injuries as a result. At the time of the accident, Andrew's Florist was covered by a commercial automobile policy issued by Allstate. Mr. Levesque and his wife sued Andrew's Florist in a Florida state court, and the matter was ultimately resolved through a settlement agreement and stipulated consent judgment.

Subsequently, Allstate filed this action seeking a declaration that the settlement agreement is not enforceable against it and that it has no duty to indemnify Andrew's Florist for the consent judgment. Andrew's Florist counterclaimed for breach of the insurance contract. After a jury trial, the district court concluded that the settlement agreement was not enforceable against Allstate because the jury had found that Mrs. Levesque entered into the settlement agreement in bad faith, and accordingly, it granted Allstate's requested declaratory relief and denied the counterclaim by Andrew's Florist.

After careful review and having had the benefit of oral argument, we can discern no reversible error, and therefore, we affirm the judgment of the district court.

AFFIRMED.