

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

GREAT AMERICAN ASSURANCE
COMPANY, a foreign corporation,

Plaintiff,

v.

Case No. 3:16-cv-372-J-32JBT

RIDE SOLUTIONS, INC. and JUSTIN
WILLIAMSON,

Defendants.

ORDER

This case is before the Court on Great American Assurance Company and Justin Williamson's (the "Moving Parties") Joint Motion to Sever and Stay. (Doc. 53). The Moving Parties request that the Court bifurcate the issue of whether policies issued by Great American Assurance Company and Great American Alliance Insurance were in effect on September 9, 2014, from the issue of whether the insurance companies have a duty to indemnify Williamson for his damages.

According to Amended Complaint (Doc. 29), Counts I, IV, and VI address the initial coverage issue of whether the policies were in place on the date of Williamson's accident. Counts II, III, V, VII, VIII, and IX concern whether Williamson's injuries or damages entitle him to uninsured motorist benefits under the Great American policies. The Moving Parties request that the Court stay the latter claims, pending a determination of Williamson's damages in his ongoing lawsuit against the Saint Johns County School Board in the Seventh Judicial Circuit Court in and for Saint Johns

County. The Moving Parties state that bifurcation and a stay would allow the parties in the state court action to take discovery on Williamson's damages that they could then use in this case, thereby avoiding duplicative discovery efforts.¹

Pursuant to Rule 42(b), Federal Rules of Civil Procedure, "[f]or convenience, to avoid prejudice, or to expedite and economize, the court may order a separate trial of one or more separate issues. . . ." Here, the parties have agreed that bifurcating these issues would avoid inconvenience and would promote judicial economy, and therefore, the Court finds that none of the parties would be prejudiced if the issues were bifurcated. Because a determination on the issue of whether either policy provided coverage to Ride Solutions on September 9, 2014 is potentially case dispositive, the Court will bifurcate the issues of coverage and duty to indemnify.

Accordingly, it is hereby

ORDERED:

1. Great American Assurance Company and Justin Williamson's Joint Motion to Sever and Stay (Doc. 53) is **GRANTED**.

2. The Court hereby **BIFURCATES** the issue whether the policies issued by Great American Alliance Insurance and Great American Assurance Company were in effect on September 9, 2014 from the issue of whether either insurance company has a duty to indemnify Williamson for his injuries.

¹ Defendant Ride Solutions, Inc. does not object to bifurcating and staying damages discovery in this case but takes no position on the Moving Parties stipulation to rely upon the state court's damages determination in this case. (Doc. 53 at 5).

3. The case is **STAYED** as to Counts II, III, V, VII, VIII, and IX (Doc. 29). Counts I, IV, and VI (Doc. 29) and Williamson's Counterclaim (Doc. 36) shall proceed.

4. The Case Management and Scheduling Order (Doc. 26), as previously amended (Doc. 45), remains in effect for those counts proceeding but does not apply to the counts stayed.

DONE AND ORDERED in Jacksonville, Florida the 2nd day of March, 2017.


TIMOTHY J. CORRIGAN
United States District Judge

sj

Copies:

Counsel of record