

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
AT LOUISVILLE

CIVIL ACTION NO. 3:12-CV-200-H

LARRY FREIBERT

PLAINTIFF

V.

ALLSTATE INDEMNITY COMPANY

DEFENDANT

**MEMORANDUM OPINION AND ORDER**

Defendant, Allstate Indemnity Company (“Allstate”), has moved to bifurcate the underlying contractual claims asserted in this case from the “extra-contractual claims” asserted with respect to the applicable underinsured motorists coverage.

It appears that trial of the underlying contractual claim would be a relatively straightforward matter and will go a long way toward determining whether or not Allstate has any potential liability on the extra-contractual claims. Moreover, there is some potential that discovery on the extra-contractual claims could raise potential conflicts with respect to Allstate’s defense of the underlying contractual claim.

All things considered, the Court concludes that the contractual claims and the bad faith claim should be bifurcated and Plaintiff will not be unduly prejudiced by holding in abeyance discovery on the bad faith claims until completion of the contractual issues.

Being otherwise sufficiently advised,

IT IS HEREBY ORDERED that Allstate’s motion to bifurcate is SUSTAINED and Plaintiff’s contractual claims are bifurcated from its extra-contractual claims; and discovery on the extra-contractual claims is held in abeyance until further order of the Court.

cc: Counsel of Record