

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

Erie Insurance Property & Casualty Company, Inc.,	:	
	:	Civil Action 2:12-cv-01080
Plaintiff	:	Judge Sargus
v.	:	Magistrate Judge Abel
Tania Crawford,	:	
	:	
Defendant	:	

ORDER

This matter is before the Magistrate Judge on plaintiff Erie Insurance Property & Casualty Company, Inc.'s June 17, 2103 motion to quash discovery (doc. 18); defendant Tania Crawford's July 1, 2013 motion to deny plaintiff's motion to quash discovery (doc. 19) and her July 12, 2013 motion to extend the deadline for completing discovery (doc. 20).

Allegations in the Amended Complaint. This is a declaratory judgment action. Erie seeks a declaration that it is not required to provide any benefits, coverage or defense to its insured, Tania Crawford, in a civil action brought against her in the Meigs County Common Pleas Court. *Joshua Price and Rebecca Terry, as next friend and natural guardian of Kaylee Terry v. Tania Crawford*, 11-CV-032. Price and Terry allege that Crawford shot and wounded them. In the underlying criminal action, Crawford pleaded guilty to six counts of Felonious Assault and one count of Discharge of a

Firearm on or near Prohibited Premises. By pleading guilty, Crawford waived any argument for self defense or protection of property.

Arguments of the Parties. Plaintiff argues that the discovery sought by defendant is neither relevant nor reasonably calculated to lead to the discovery of relevant and admissible evidence. Plaintiff maintains that the insurance policy at issue provides no duty to defend or indemnify defendant. Although Crawford disagrees with plaintiff's interpretation of the contract, the discovery she seeks does not relate to this disagreement. Plaintiff maintains that the discovery unrelated to the issue of coverage should not be permitted until the Court renders a decision concerning the scope of coverage.

Crawford maintains that her discovery requests are relevant and reasonably calculated to lead to the discovery of relevant and admissible evidence. Crawford argues that the Scheduling Order noted that she wanted to conduct discovery on the merits of the underlying tort action.

Discussion. The basic facts underlying this case are not in dispute. Crawford pleaded guilty to felonious assault. After Crawford pleaded guilty, plaintiff advised her that the insurance policies did not provide her with coverage and ceased providing her a defense in the tort action brought by Price and Terry.

The interpretation of an insurance contract is a question of law. *GenCorp, Inc. v. American Int'l Underwriters*, 178 F.3d 804 (6th Cir. 1999). To determine the intent of the parties, the Court looks at the plain and ordinary meaning of the language in the

contract to determine the intent of the parties. *Safeco Ins. Co. Of Am. v. White*, 122 Ohio St. 3d 562, 567 (2009). Ambiguous provisions in an insurance contract must be construed against the insurer. *Id.* Here, the Court will review the language of the contract and determine whether plaintiff is required to provide coverage to Crawford for her actions. Defendant's discovery requests will not assist the Court in determining the scope of coverage provided by the contract.

Conclusion. For the reason stated above, plaintiff Erie Insurance Property & Casualty Company, Inc.'s June 17, 2103 motion to quash discovery (doc. 18) is GRANTED, and defendant Tania Crawford's July 1, 2013 motion to deny plaintiff's motion to quash discovery (doc. 19) is DENIED. Defendant's July 12, 2013 motion to extend the deadline for completing discovery (doc. 20) is also DENIED.

Under the provisions of 28 U.S.C. §636(b)(1)(A), Rule 72(a), Fed. R. Civ. P., and Eastern Division Order No. 91-3, pt. F, 5, either party may, within fourteen (14) days after this Order is filed, file and serve on the opposing party a motion for reconsideration by the District Judge. The motion must specifically designate the Order, or part thereof, in question and the basis for any objection thereto. The District Judge, upon consideration of the motion, shall set aside any part of this Order found to be clearly erroneous or contrary to law.

s/Mark R. Abel
United States Magistrate Judge