

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

BIEWER-WISCONSIN SAWMILL, INC.,

Plaintiff,

v.

FREMONT INDUSTRIES, INC.,

Defendant,

and

EVANSTON INSURANCE COMPANY and
MARKEL AMERICAN INSURANCE COMPANY,

Intervening defendants.

ORDER

07-C-016-C

On January 10, 2007 plaintiff filed a twelve-claim complaint against defendant, alleging breach of contract, fraud, negligence, negligent misrepresentation, strict liability and a statutory claim of deceptive trade practices, among other things. *See* *dk.* 2. On April 11, 2007, Evanston Insurance Company and Markel American Insurance Company moved to intervene pursuant to Rule 24(a), seeking a determination of insurance coverage issues relating to policies they issued to defendant. These insurers also asked this court to stay other proceedings in this case until the insurance issues were decided. *See* *dkts.* 26-27.

Defendant respond that they do not object to intervention but object to a stay, arguing that given the broad scope of plaintiff's claims in this case, the determinations of liability and coverage are inextricably intertwined.

Based on the information currently available to the court, it appears that defendant is correct. Although this court occasionally will follow state court practice and stay a lawsuit while determining insurance coverage issues, *see, e.g., United States v. Thorson*, 219 F.R.D. 623, 628-29 (W.D. Wis. 2003), more often it declines to bifurcate, finding that it is more efficient to handle insurance issues in conjunction with related issues leading toward other dispositive motions and toward trial. *See, e.g., Solofra v. Douglas County*, 2005 WL 3059488 (W.D. Wis. 2005); *Wimmer v. Rental Service Corp.*, 2005 WL 949328 (W.D. Wis. 2005). As defendant points out, plaintiff's farraginous congeries of claims does not lend itself to a separate preliminary determination of insurance coverage.

Accordingly, it is ORDERED that the motion of Evanston Insurance Company and Markel American Insurance Company to intervene is GRANTED and their motion to stay proceedings is DENIED. The court and the parties will amend the caption to reflect this intervention.

The March 1, 2007 preliminary pretrial conference order (attached) applies to the intervening insurers.

Entered this 17th day of April, 2007.

BY THE COURT:

/s/

STEPHEN L. CROCKER
Magistrate Judge