

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

CLAYVERN FOTHERGILL,	:	
Plaintiff,	:	
	:	
-vs-	:	Civil No. 3:99cv2259 (PCD)
	:	
OFFICER WILLIAM PROULX,	:	
Defendant.	:	

RULING ON DEFENDANT’S MOTION TO STAY

Defendant, William Proulx, moves to stay proceedings based on of liquidation proceedings involving his insurance provider, Reliance Insurance Company (“Reliance”). Defendant requests that a ninety-day stay in accordance with the liquidation order of the Commonwealth Court of Pennsylvania dated October 3, 2001. Plaintiff does not object to the stay.

In support of his motion, defendant argues that Reliance’s present circumstances preclude settlement and potentially impair plaintiff’s ability to collect a judgment in his favor. However unfortunate this may be, it is not apparent why these collateral matters should delay the upcoming trial or how a delay would alleviate these concerns. As defendant indicates, the Connecticut Guaranty Association has not yet decided if the claim will be insured, let alone the effect of such an insured claim.

Defendant’s comity arguments are similarly unavailing. Reliance is not a party to this case; a judgment against defendant is not a judgment against Reliance. *See, e.g., Reliance Nat. Indem. Co. v. Pinnacle Cas. Assur. Corp.*, --- F. Supp. 2d ----, Nos. CIV. A. 01-D-827-N, CIV. A. 00-D-1577-N, 2001 WL 849530 (M.D. Ala. July 19, 2001) (granting stay in direct action against insurer); *Twin City Bank v. Mut. Fire Marine & Inland Ins. Co.*, 646 F. Supp. 1139, 1142

(S.D.N.Y. 1986). A claim will exist if, and only if, the jury decides in favor of plaintiff and Reliance then determines the claim is covered under its policy. This is too speculative a basis on which to grant a stay of a trial date scheduled two weeks hence.

Defendant's motion for stay (No. 55) is **denied**.

SO ORDERED.

Dated at New Haven, Connecticut, October ____, 2001.

Peter C. Dorsey
Senior United States District Judge