

IN THE IOWA DISTRICT COURT FOR SCOTT COUNTY

ERIC ROLOFF and ANALLELI ROLOFF, Plaintiffs, vs. FARM BUREAU PROPERTY AND CASUALTY INSURANCE COMPANY, Defendant.	Case No: CVCV302948 RULING ON MOTION TO BIFURCATE
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On July 29, 2025, the Court heard Farm Bureau Property and Casualty Insurance Company’s Motion to Bifurcate. Attorney Matthew Dixon represented Defendant Farm Bureau Property and Casualty Insurance Company. Attorney James Larew represented Plaintiffs Eric and Analleli Roloff. Having considered the arguments presented and the applicable law, the Court **GRANTS** Defendant’s Motion to Bifurcate.

FACTUAL AND PROCEDURAL BACKGROUND

On April 4, 2023, a severe hailstorm with 70 mph winds caused significant damage to the roof of property owned by Eric and Analleli Roloff (“Plaintiffs”) and insured by Farm Bureau Property and Casualty Insurance Company (“Defendant”).¹ Plaintiffs filed a claim the same day but allege that Defendant “unreasonably minimized the extent of the damage and unreasonably limited the scope of repair,” misrepresenting Iowa law and policy provisions.²

On April 4, 2024, Plaintiff filed suit, alleging Breach of Contract (Count I) Fraudulent Misrepresentation (Count II) and Bad Faith (Count III).³ In its Answer, Defendant asserts the

¹ See Petition (D0002).

² *Id.*

³ *Id.*

affirmative defenses of policy terms/conditions/limitations/exclusions and time-bar by virtue of late reporting.⁴

Defendant has moved to bifurcate Count I from Counts II & III, to avoid prejudice to itself during the initial phase of a proposed dual-phase trial.⁵ Plaintiffs resist, attacking the Defendant's precedent, reminding the Court of its priority of judicial economy, stating the bifurcation would prejudice Plaintiffs, and pointing out no policy considerations weigh in favor of bifurcation.⁶

ANALYSIS

The Iowa Supreme Court has affirmed that bifurcation is appropriate to avoid prejudice and potentially increase efficiency in breach of contract cases involving a bad faith claim.⁷ Defendant cites numerous cases establishing the Court's ability to bifurcate bad faith claims from contract disputes, including *Villareal*, *Johnson*, and *Homeland Energy Solutions*.⁸

Defendant's Motion to Bifurcate advocates splitting Plaintiffs' three Counts into two phases, proceeding to trial on Breach of Contract (Count I) then, depending on the outcome, proceeding to a second phase of trial on the questions of Fraudulent Misrepresentation (Count II) and Bad Faith (Count III).⁹ Although this is a somewhat novel division of the counts, the Court finds that it is in keeping with the purposes of bifurcation laid out in the above precedent.¹⁰ Furthermore, a finding that Defendant breached its contract with Plaintiffs would be insufficient

⁴ See Answer (D0005).

⁵ See Farm Bureau's Motion to Bifurcate (D0018).

⁶ See Plaintiffs' Resistance to Defendant's Motion to Bifurcate (D0020).

⁷ *Villareal v. United Fire & Cas. Co.*, 873 N.W.2d 714 (Iowa 2016).

⁸ See Motion to Bifurcate (D0018) (citing *Villareal*, 873 N.W.2d 714, *Johnson v. State Farm Auto. Ins. Co.*, 504 N.W.2d 135 (Iowa 1993), *Homeland Energy Sols., LLC v. Retterath*, 938 N.W.2d 664, 683 (Iowa 2020)).

⁹ See Motion to Bifurcate (D0018).

¹⁰ Typical bifurcations pair Breach of Contract with Negligent Misrepresentation in the first phase, then move into the Bad Faith phase of trial if needed.

to establish the intent and knowledge required to find bad faith or fraudulent misrepresentation by Defendant.¹¹

As Plaintiffs note, the decision of whether to bifurcate a trial is a matter for the discretion of the Court.¹² And while Plaintiffs assert that Defendant's timing is so late as to pose an unnecessary burden on trial preparation, the Motion to Bifurcate was filed two months before the trial date.¹³ The Court disagrees that the closure of discovery or potential broad applicability of evidence across multiple counts precludes any potential benefits.¹⁴ There is efficiency in the reduced risk of either prejudice to Defendant or an inconsistent verdict.

RULING

For the above-stated reasons, it is the ruling of the Court that Defendant's Motion to Bifurcate is **GRANTED**.

¹¹ See *Van Sickle Const. Co. v. Wachovia Com. Mortg., Inc.*, 783 N.W.2d 648, 688 (Iowa 2010) (citing *Robinson v. Perpetual Servs. Corp.*, 412 N.W.2d 562, 565 (Iowa 1987)).

¹² See Plaintiffs' Resistance (D0020) (citing *Beeman v. Manville Corp. Asbestos Disease Comp. Fund*, 496 N.W.2d 247, 251 (Iowa 1993)).

¹³ See Plaintiffs' Resistance (D0020); Motion to Bifurcate (D0018).

¹⁴ See Plaintiffs' Resistance (D0020).



State of Iowa Courts

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CVCV302948

Case Title
ROLOFF ERIC VS FARM BUREAU PROPERTY AND
CASUALTY
Type: OTHER ORDER

So Ordered

A handwritten signature in cursive script, reading "Elizabeth O'Donnell". The signature is written in black ink and is positioned above a horizontal line.

Elizabeth O'Donnell, District Court Judge,
Seventh Judicial District of Iowa

Electronically signed on 2025-08-01 11:47:06