UNITED STATES DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND

Pasco Bucci and Marie Bucci, as the Administrator of the Estate of Anna Bucci v. Progressive Casualty Insurance Company

Bucci · No. 1:25-cv-00263-MSM-AEM · Decided February 24, 2026

SUMMARY

The United States District Court for the District of Rhode Island denied Plaintiffs' motion for reconsideration of an order severing and staying their bad-faith insurance claims and related discovery pending resolution of their breach-of-contract claims. The Court concluded that Plaintiffs had not provided sufficient factual information to assess the overlap between contract and bad-faith discovery or otherwise established a basis for reconsideration under Federal Rule of Civil Procedure 60(b)(1).

CASE DETAILS

COURT	United States District Court for the District of Rhode Island
WRITING FOR THE COURT	Amy E. Moses
JURISDICTION	United States District Court for the District of Rhode Island
DECIDED	February 24, 2026
DOCKET	1:25-cv-00263-MSM-AEM
DISPOSITION	writ_denied
PROCEDURAL POSTURE	Plaintiffs moved under Federal Rule of Civil Procedure 60(b)(1) for reconsideration of an order severing and staying their bad-faith insurance claims and staying discovery on those claims pending resolution of their breach-of-contract claims.
STANDARD OF REVIEW	Reconsideration under Federal Rule of Civil Procedure 60(b)(1), based on excusable neglect; the order does not articulate a separate detailed standard of review.
PRECEDENTIAL VALUE	nonprecedential district-court order
PARTIES	Pasco Bucci, Marie Bucci, as the Administrator of the Estate of Anna Bucci v. Progressive Casualty Insurance Company

TOPICS

motion for reconsideration · insurance bad faith · insurance · breach of contract · civil procedure

PRACTICE AREAS

civil procedure · insurance bad faith · insurance · breach of contract

QUESTIONS PRESENTED

1. Whether Plaintiffs established grounds under Federal Rule of Civil Procedure 60(b)(1) to reconsider the order severing and staying their bad-faith claims and related discovery.
2. Whether the asserted factual overlap, judicial-economy concerns, advanced age of a plaintiff, and Rhode Island's bad-faith statute warranted lifting or reconsidering the severance and stay.

HOLDINGS

1. Reconsideration was denied because Plaintiffs did not provide sufficient factual information to allow the Court to assess the overlap between the breach-of-contract and bad-faith claims or determine whether bad-faith discovery should be permitted.

KEY QUOTATIONS

> *"an assessment of the degree of overlap between bad faith and contract discovery."* (682 F. Supp. 2d at 200)

> *"Plaintiffs' Motion for Reconsideration of Order Granting Defendant's Motion to Sever and Stay Plaintiffs' Count II and VI and Stay Discovery against Defendants on Those Counts Pending Resolution of the Breach of Contract Counts I and V (ECF No. 17) is DENIED."* (Order)

FACTUAL BACKGROUND

The case includes breach-of-contract and bad-faith insurance claims arising from the same accident, injuries, medical evidence, and insurance coverage issues, according to Plaintiffs. Plaintiffs sought to avoid severance and a stay of the bad-faith claims and discovery, citing Pasco Bucci's advanced age, alleged factual overlap, judicial economy, and Rhode Island's bad-faith statute. The Court found that Plaintiffs had not supplied details concerning the factual basis of the bad-faith claims or the degree of overlap between the claims' discovery.

PROCEDURAL HISTORY

The Court previously granted Progressive's motion to sever and stay Plaintiffs' bad-faith counts and related discovery pending resolution of the breach-of-contract counts. Plaintiffs sought reconsideration, arguing excusable neglect, substantial prejudice, factual overlap, judicial economy, and the alleged effect of the stay on Rhode Island General Laws § 9-1-33. The Court denied reconsideration because Plaintiffs did not provide sufficient factual information to permit an assessment of the overlap between the contract and bad-faith claims or determine whether bad-faith discovery should proceed.

DISPOSITION

writ_denied

CASES CITED

- Wolf v. Geico Ins. Co., 682 F. Supp. 2d 197, 200 (D.R.I. 2010)

OPINION

Bucci

PER CURIAM.

UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF RHODE ISLAND

) Pasco Bucci and Marie Bucci, as the) Administrator of the Estate of Anna Bucci,) Plaintiffs,)) C.A. No. 1:25-cv-00263-MSM-AEM v.)) Progressive Casualty Insurance Company,) Defendant.))

ORDER

This matter is before the Court on Plaintiffs' Motion for Reconsideration of Order Granting Defendant's Motion to Sever and Stay Plaintiffs' Count II and VI and Stay Discovery against Defendant on Those Counts Pending Resolution of the Breach of Contract Counts I and V ("Motion for Reconsideration"). ECF No. 17. Defendant Progressive Casualty Insurance Company ("Defendant Progressive") opposes the Motion for Reconsideration. ECF No. 18. Plaintiffs contend that the Court should reconsider its January 27, 2026 Text Order granting Defendant's Motion to Sever and Stay Plaintiffs' Bad Faith Counts II and VI and Stay Discovery against Defendant on Those Counts Pending Resolution of the Breach of Contract Counts I and V (ECF No. 9) ("Motion to Sever and Stay") pursuant to Federal Rule of Civil Procedure 60(b)(1). ECF No. 17 at 4. Specifically, Plaintiffs argue that reconsideration is warranted due to the "excusable neglect" of Plaintiff's counsel and is necessary to avoid substantial prejudice to Plaintiffs. Id. On the merits of the Motion to Sever and Stay, Plaintiffs argue that the bad faith counts should not be severed and stayed due to the advanced age of Plaintiff Pasco Bucci; because of "substantial factual overlap between the contract and bad faith claims"; for judicial economy; and because staying the bad faith insurance claim frustrates the purpose of R.I. Gen. Laws § 9-1-33. Id. at 4-5. Plaintiffs attach several exhibits, including medical reports from Dr. Richard Anderson and correspondence between Plaintiffs' counsel and Tracy Foley, an employee of Defendant Progressive. ECF Nos. 17-1, 17-2, 17-3, and 17-4. Defendant Progressive asserts that there is "no substantive basis for reconsidering the granting of the Motion to Sever and Stay" and "no attempt is made to address the specific concerns raised by the Court in noticing [prior] hearings." ECF No. 18 at 2. Defendant Progressive notes that there was no requirement for a hearing on its Motion to Sever and Stay, so Plaintiffs' counsel has not been "denied, in any sense, his ability to put his arguments for opposing the Moton to Sever and Stay before this Court." Id. Finally, Defendant Progressive raises concerns about Plaintiffs' efforts to introduce "inadmissible insurer communications" by attaching them as exhibits. Id. at 3. Plaintiffs' Motion for Reconsideration, like their objection to the Motion to Sever and Stay, does not provide any details on the factual

basis of the bad faith claims. See ECF No. 17; ECF No.
10. Instead, Plaintiffs simply state that the contract and bad faith claims "involve the same accident,
injuries, medical evidence, and insurance coverage issues." ECF No. 17 at 4-5. Plaintiffs again have failed to provide information that would permit the Court to make "an assessment of the degree of overlap between bad faith and contract discovery." Wolf v. Geico Ins. Co., 682 F. Supp. 2d 197, 200 (D.R.I. 2010). As such, Plaintiffs have not provided a basis for this Court to evaluate whether bad faith discovery should be permitted at this time. Plaintiffs' Motion for Reconsideration of Order Granting Defendant's Motion to Sever and Stay Plaintiffs' Count II and VI and Stay Discovery against Defendants on Those Counts Pending Resolution of the Breach of Contract Counts I and V (ECF No. 17) is DENIED. /s/ Amy E. Moses
AMY E. MOSES
United States Magistrate Judge February 24, 2026