081900

Finally, USAA stipulated to the trial court that it owes $100,000.00 of UM/UIM coverage to Williams, and neither USAA, GEICO, Barbour, Thomson, Samuel Alan Thomson nor Kyle Lynn Barbour have any stake in, or have challenged Judge Morrison's ruling. Thus, the sole issue in this appeal pertains to Farm Bureau's UIM coverage for Williams.

## III. ASSIGNMENT OF ERROR

1. The trial court erred in ruling that Virginia C. Williams is entitled to UIM coverage in the amount of $550,000.00 from the Farm Bureau policy instead of UIM coverage in the amount of $300,000.00. Thus, the trial court erred by sustaining in part Williams' Motion for Summary Judgment, and by denying in part Farm Bureau's Motion for Summary Judgment.

## IV. QUESTION PRESENTED

1. Did the trial court err in ruling that Farm Bureau's UIM coverage for Virginia C. Williams is $550,000.00 instead of $300,000.00? (References Sole Assignment of Error)

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

081900

VIRGINIA C. WILLIAMS, an infant,
who sues by her father and next friend,
ROBERT H. WILLIAMS, JR.

and

ROBERT H. WILLIAMS, JR., individually,

Plaintiffs,

v. CIVIL ACTION NO. L07-6636

VIRGINIA FARM BUREAU
MUTUAL INSURANCE COMPANY,
USAA CASUALTY INSURANCE COMPANY,
GOVERNMENT EMPLOYEES INSURANCE COMPANY,
JASON ROBERT THOMSON,
SAMUEL ALAN THOMSON,
MATTHEW KYLE BARBOUR
and
KYLE LYNN BARBOUR,

Defendants.

JUDGMENT ORDER

On June 24, 2008 came plaintiff Virginia C. Williams, an infant, by counsel, plaintiff Robert H. Williams, Jr., in person and by counsel, and defendants, by counsel, for trial on the issue of the total amount of uninsured motorists coverage afforded the plaintiffs at the time of the June 9, 2006 automobile accident underlying this litigation under the terms of automobile insurance policies issued by the USAA Casualty Insurance Company and the Virginia Farm

Bureau Mutual Insurance Company.

Whereupon the Court received certain stipulations by counsel and other evidence on behalf of the plaintiffs, following which plaintiffs moved the Court to enter summary judgment in their favor, specifically to rule that plaintiffs are afforded $100,000 in uninsured motorists coverage under the automobile insurance policy herein issued by the USAA Casualty Insurance Company and $850,000, the combined uninsured motorists coverage limits for "each person" as to three automobiles insured under the automobile insurance policy herein issued by the Virginia Farm Bureau Mutual Insurance Company, at which time defendant Virginia Farm Bureau Mutual Insurance Company moved the Court to enter summary judgment in its favor, specifically to rule that its limit of liability for uninsured motorists coverage afforded the plaintiffs under its automobile policy is $300,000, the uninsured motorists coverage limit for "each person" stated for one vehicle insured under its policy.

Upon consideration of the evidence and briefs submitted by counsel, the arguments by counsel, for good cause shown, and for the reasons stated in the record, plaintiffs' Motion for Summary Judgment is granted in part and denied in part, and Virginia Farm Bureau Mutual Insurance Company's Motion for Summary Judgment is granted in part and denied in part, the Court finding that the total uninsured motorists coverage afforded plaintiffs under the Virginia Farm Bureau Mutual Insurance Company automobile policy herein is $550,000.

It appearing by stipulation of counsel that plaintiffs are afforded $100,000 in uninsured motorists coverage under the automobile insurance policy issued by the USAA Casualty Insurance Company, it is accordingly ADJUGED, ORDERED and DECREED that in respect to the June 9, 2006 automobile accident underlying this litigation, plaintiffs are afforded $100,000 in uninsured motorists coverage under the automobile insurance policy issued by the USAA

Casualty Insurance Company and $550,000 in uninsured motorists coverage under the automobile insurance policy issued by the Virginia Farm Bureau Mutual Insurance Company.

Entered: This _____ day of JUL 21 2008, 2008:

John C. Morrison, Jr. Judge

John C. Morrison, Jr., Judge

COPY TESTE:
GEORGE E. SCHAEFER, CLERK
NORFOLK CIRCUIT COURT
BY: Cynthia Smith, Deputy Clerk
Authorized to sign on behalf of George E. Schaefer
Date: 7-29-08

Seen and objected to as to $300,000 of uninsured motorists coverage under the Virginia Farm Bureau Mutual Insurance Company policy not afforded plaintiffs by the ruling of the Court:

Counsel for Plaintiff

Seen and objected to as to $250,000 of uninsured motorists coverage under the Virginia Farm Bureau Mutual Insurance Company policy afforded to plaintiffs by the ruling of the Court: - and also for the reasons stated @ the hearing

Counsel for Virginia Farm Bureau Mutual Insurance Company

Seen:

Counsel for USAA Casualty Insurance Company, Jason Robert Thomson and Samuel Alan Thomson

Counsel for Government Employees Insurance Company, Matthew Kyle Barbour and Kyle Lynn Barbour