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9 Attorneys for Defendant NORTH AMERICAN CAPACITY INSURANCE  
 10 COMPANY

11 **UNITED STATES DISTRICT COURT**  
 12 **EASTERN DISTRICT OF CALIFORNIA**

<p>13 BINGLEY LAND COMPANY, )          14 INC., a California corporation; )          15 INTERSTATE LAND COMPANY, )          16 INC., a California corporation; and )          17 INTERSTATE LAND COMPANY, )          18 LLC, a California limited liability )          19 company, )          20          21 Plaintiffs, )          22          23 v. )          24          25 NORTH AMERICAN CAPACITY )          26 INSURANCE COMPANY, a )          27 Corporation, a New Hampshire )          28 corporation, and Does 1 through 40, )          Defendants. )</p>	<p>CASE NO: <a href="#">1:08-cv-01869-LJO-SMS</a></p> <p><b>JOINT SCHEDULING STIPULATION AND ORDER</b></p>
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21 The parties hereto do stipulate and agree as follows:

- 22 1. This is an insurance bad faith lawsuit. All causes of action herein pertain
- 23 to insurance policies issued by Defendants providing Commercial General Liability
- 24 coverage to Plaintiffs.
- 25 2. The allegations herein relate to Defendant’s conditional denial of
- 26 coverage to Plaintiffs in an underlying construction defect lawsuit, *Ramos v.*
- 27 *Interstate Land Company, LLC*. This case remains pending in the Superior Court for
- 28 the County of Kern, State of California.

1           3.       Plaintiffs had filed a second action against Defendants which was also  
2 before this court, Case No. 1:09-cv-00148-LJO (SMS), *Bingley Land Company, Inc.*  
3 *v. North American Capacity Insurance Company*. The allegations in that case were  
4 essentially the same as in the present case, except that they were based on NAC's  
5 conditional denial of coverage to Plaintiffs in a different underlying construction  
6 defect lawsuit, *Zendejas v. Interstate Land Company, Inc., LLC*.

7           4.       The original Scheduling Conference Order in this case of January 26,  
8 2009, set trial for March 22, 2010.

9           5.       As a result of the filing of the Complaint and subsequent Scheduling  
10 Conference in Case No. 1:09-cv-00148-LJO (SMS), an Amended Scheduling  
11 Conference Order was issued May 4, 2009, with a jury trial date of June 7, 2010.  
12 Other deadlines were set as part of that Order, including a discovery deadline of  
13 February 12, 2010.

14           6.       Mediations during calendar year 2009 in the *Zendejas* lawsuit resulted  
15 in its recent settlement. As a result of that settlement, the case of *Bingley Land*  
16 *Company, Inc. v. Interstate*, Case No. 1:09-cv-00148-LJO (SMS), was subject to a  
17 joint motion to dismiss, and is now fully resolved.

18           7.       Attempts to mediate the *Ramos* case were delayed, pending mediation  
19 of the *Zendejas* case, because both cases involved essentially the same parties,  
20 attorneys, and mediator. It was believed that settlement of *Zendejas* would facilitate  
21 settlement of *Ramos*.

22           8.       The mediation schedule in the case underlying the current lawsuit,  
23 *Ramos v. Interstate*, is such that meaningful attempts at global resolution of that case  
24 is likely to occur subsequent to the current trial date of June 7, 2010.

25           9.       Based on consultation with the mediator in *Ramos* case, Mr. Gerald  
26 Kurland, counsel for the defendant, A. Carl Yaeckel, Esq., is informed and believes  
27 that mediation efforts involving Plaintiffs are scheduled to occur during the time  
28 period May through August 2010.

1           10. The parties believe that meaningful settlement efforts with regard to this  
2 case are dependent upon, and should take place as part of, the mediation in the  
3 underlying *Ramos* case. This can occur only if a change in the currently scheduled  
4 trial date in this action is made by the Court.

5           11. The parties seek to avoid the cost of completion of discovery in this  
6 action, and particularly of expert discovery, while efforts to mediate the *Ramos* case  
7 and to settle this case are underway. Plaintiffs herein also may seek to take  
8 depositions which will have to occur out-of-state and the parties seek to avoid that  
9 cost as well.

10           12. Therefore, the parties believe good cause exists for continuance of this  
11 trial date for a period of months, with continuance of the deadlines for discovery and  
12 motions to also be continued accordingly. The parties would propose the following  
13 dates, or such other dates as the court deems appropriate:

14                   Jury Trial Date (estimate six days) - (Old Date June 7, 2010)

15                                   New Date: October 18, 2010.

16                   Pre-Trial Conference Date - September 21, 2010

17                   Dispositive Motion Filing Deadline - August 17, 2010

18                   Non-Dispositive Motion Filing Deadline - July 30, 1010

19                   Discovery Deadline - July 30, 2010

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IT IS SO STIPULATED.

Dated: January 20, 2010

GRIMM VRANJES  
McCORMICK & GRAHAM, LLP

By: /s/ A. Carl Yaeckel  
A. CARL YAECKEL  
Attorneys for Defendant NORTH  
AMERICAN CAPACITY  
INSURANCE COMPANY

Dated: January 20, 2010

McCARTNEY & ASSOCIATES

By: /s/ N. Thomas McCartney  
N. THOMAS McCARTNEY  
Attorneys for Plaintiff, BINGLEY  
LAND COMPANY, INC.;  
INTERSTATE LAND COMPANY,  
INC.; and INTERSTATE LAND  
COMPANY, LLC

ORDER

GOOD CAUSE APPEARING, the Scheduling Conference Order is amended  
as follows:

- Discovery Deadline: July 30, 2010
- Non-Dispositive Motion Filing Deadline: July 30, 2010
- Dispositive Motion Filing Deadling: August 17, 2010
- Pre-Trial Conference Date: September 21, 2010 at 8:30 a.m.  
Before the Honorable Lawrence J. O'Neill,  
United States District Judge
- Jury Trial Date: November 1, 2010 at 8:30 a.m. Before  
the Honorable Lawrence J. O'Neill, United  
States District Judge

IT IS SO ORDERED.

**Dated: January 25, 2010 /s/ Lawrence J. O'Neill**

UNITED STATES DISTRICT JUDGE

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