

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

KURT C. FAUX, ESQ.
Nevada Bar No. 003407
JORDAN FAUX, ESQ.
Nevada Bar No. 012205
THE FAUX LAW GROUP
1540 W. Warm Springs Road, #100
Henderson, Nevada 89014
Telephone: (702) 458-5790
Facsimile: (702) 458-5794
Email: kfaux@fauxlaw.com
jfaux@fauxlaw.com

Attorneys for Insurance Company of the West

AND

DAVID C. VEIS, ESQ.
Admitted Pro Hac Vice
ROBINS KAPLAN LLP
2049 Century Park East, Suite 3400
Los Angeles, CA 90067
Telephone: (310) 552-0130
Facsimile: (310) 229-5800
Email: dveis@robinskaplan.com

Attorneys for Insurance Company of the West

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

CAMINO PROPERTIES, LLC, a foreign
limited liability company,

Plaintiff,

v.

INSURANCE COMPANY OF THE WEST, a
California company, DOES INDIVIDUALS 1
through 100, inclusive; ROE ENTITIES 1
through 100, inclusive, BOE BONDING
COMPANIES 1 through 100, inclusive,

Defendants.

**Case No.: 2:13-cv-02262-APG-CWH
STIPULATION AND ORDER**

Pursuant to LR-7.1, Plaintiff Camino Properties, LLC (“Camino”) and Defendant Insurance Company of the West (“ICW”), by and through their respective counsel, propose the following stipulation for the Court’s approval:

Camino filed three motions in limine. (Dkt. ##74, 75, 76.)

The Honorable United States District Judge Andrew P. Gordon ordered the parties to meet and

THE FAUX LAW GROUP
1540 W. WARM SPRINGS ROAD, SUITE 100
HENDERSON, NEVADA 89014
TEL: (702) 458-5790

1 confer about the substance of Camino’s motions in limine. (Dkt. #77.)

2 The parties met and conferred as ordered.

3 The parties agree that a few of the prophylactic goals of the motions in limine may be obtained
4 by incorporating their agreements into a stipulation and proposed order for the Court’s consideration.

5 The parties agree as follows:

6 A. Camino will withdraw its motions in limine nos. 1 and 2 (Dkt. ## 74, 75);

7 B. Camino filed a certificate (Dkt. #78) that the parties have conferred in good faith in
8 regard to the substance of its motion in limine no. 3 (Dkt. #76), and the parties were
9 unable to reach an agreement concerning the same. ICW filed an opposition to
10 Camino’s motion in limine no. 3 (Dkt. #79);

11 C. Camino and ICW agree that (1) evidence regarding Charles Sprincin’s financial
12 condition will be precluded from being offered as evidence at trial in this matter; (2)
13 evidence regarding the profitability of Camino Properties, LLC will be precluded from
14 being offered as evidence at trial in this matter; and (3) Mr. Schwartz testimony will be
15 limited to testimony concerning ICW’s procedures for reviewing, investigating,
16 resolving, negotiating, and/or satisfying claims against a bond similar to the bond
17 issued by ICW.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

