

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
NORTHERN DIVISION**

Case No.: 2:14-cv-59-FL

IRENE VALENTINE)
)
Plaintiff,)
)
v.)
)
AMERICAN FAMILY HOME)
INSURANCE COMPANY)
)
Defendant.)
_____)

ORDER

THIS MATTER came to be heard on the Unopposed Motion to Stay Proceedings Pending Completion of Appraisal by Defendant AMERICAN FAMILY HOME INSURANCE COMPANY (hereinafter referred to as “AFHIC”). The Court, having reviewed the pleadings and considered the unopposed motion and legal authorities submitted, finds the following:

1. The parties have agreed to appraise the Subject Loss, which is the subject of this action, pursuant to the Appraisal condition in the subject insurance policy and pursuant to North Carolina law.
2. This entire action, consisting of all causes of action and including all discovery and case management requirements and deadlines, including all Federal and Local Civil Rule disclosure and conference requirements, is stayed pending conclusion of the appraisal process or until further order of this Court.

3. The parties shall appraise the Subject Loss in accordance with the appraisal clause of the Policy, and the appraisal award shall be subject to all of the terms and conditions of the subject insurance policy and North Carolina law.

4. This Court shall reserve jurisdiction to enforce the terms of this Order pending conclusion of the appraisal process, to address / enforce any deadlines regarding appraisal agreed upon by the parties, to select a neutral umpire for the appraisal process upon request of either party if the respective appraisers cannot agree on a neutral umpire, and to determine any and all remaining issues which are not resolved by the appraisal process.

5. Either party may move to lift the stay of this action at any time after both (a) an appraisal award has been entered pursuant to the subject insurance policy's appraisal clause, and (b) 60 days within which Defendant American Family Home Insurance Company has to pay any amounts due on the appraisal award have passed, or under such other circumstances as justice may require, including in any event that either party believes that the other is not complying with the terms of the Policy's appraisal clause.

DONE AND ORDERED this the 31st day of October 2014.



Honorable Louise W. Flanagan
UNITED STATES DISTRICT JUDGE