



JORDAN P. SCHNITZER, ESQ.  
Nevada Bar No. 10744  
THE SCHNITZER LAW FIRM  
9205 West Russell Road, Suite 240  
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[Jordan@TheSchnitzerLawFirm.com](mailto:Jordan@TheSchnitzerLawFirm.com)  
*Attorney for Plaintiff,*  
*Filippo Sciaratta*

Electronically Filed  
9/13/2019 4:53 PM  
Steven D. Grierson  
CLERK OF THE COURT

Electronically Filed  
Sep 18 2019 01:46 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FILIPPO SCIARRATTA, an individual,

Plaintiff,

vs.

JONAS STOSS, an individual; FOREMOST  
INSURANCE COMPANY GRAND RAPIDS  
MICHIGAN, a Michigan Corporation; MID-  
CENTURY INSURANCE, a California  
Corporation; and DOES I through X, inclusive;  
and ROE CORPORATIONS I through X,  
inclusive,

Defendants.

FOREMOST INSURANCE COMPANY  
GRAND RAPIDS MICHIGAN, a Michigan  
Corporation; MID-CENTURY INSURANCE, a  
California Corporation; and FARMERS  
INSURANCE EXCHANGE, a California Inter-  
Insurance Exchange,

Counterclaimants,

vs.

FILIPPO SCIARRATTA, an individual; and  
JONAS STOSS, an individual,

Counter/Cross Defendants.

Case No.: A-17-756368-C

Dept. No.: 27


**NOTICE OF APPEAL**



1 NOTICE IS HEREBY GIVEN that the above-named Plaintiff, FILIPPO SCIARRATTA,  
2 by and through his attorneys of record, The Schnitzer Law Firm, hereby appeals to the Supreme  
3 Court of Nevada from:

- 4 1. Decision and Order granting, in part, summary judgment against Plaintiff/Counter  
5 Defendant dated March 26, 2019;
- 6 2. Decision and Order Denying Plaintiff/Counter Defendant's Motion to Reconsider the  
7 Court's Decision and Order dated June 18, 2019;
- 8 3. Order of Final Judgment entered against Plaintiff/Counter Defendant on Second Claim  
9 for Relief in Counter/Cross Claim and in any other respect that the Order is unfavorable  
10 to Plaintiff/Counter Defendant;
- 11 4. Any other appealable order unfavorable to Plaintiff/Counterdefendant

12 DATED this 13<sup>th</sup> day of September 2019.

13 BY:   
14 JORDAN P. SCHNITZER, ESQ.  
15 Nevada Bar No. 10744  
16 THE SCHNITZER LAW FIRM  
17 9205 W. Russell Road, Suite 240  
18 Las Vegas, Nevada 89148  
19 Attorney for Plaintiff  
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**CERTIFICATE OF SERVICE**

In accordance with Rule 9 of the N.E.F.C.R., I, the undersigned, hereby certify that on the 13<sup>th</sup> day of September 2019, I served a true and correct copy of the foregoing **NOTICE OF APPEAL** upon the Court's Service List for the above-referenced case to the following:

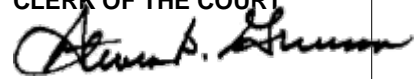
Phillip R. Emerson, Esq.  
Christine Atwood, Esq.  
EMERSON LAW GROUP  
1055 Whitney Ranch Drive, Suite 120  
Henderson, NV 89104  
*Attorneys for Defendant,*  
*Jonas Stoss*

Gena L. Sluga, Esq.  
Cara L. Christian, Esq.  
CHRISTIAN, KRAVITZ, DICHTER,  
JOHNSON & SLUGA, PLLC  
8985 Eastern Avenue, Suite 200  
Las Vegas, NV 89123

David J. Feldman, Esq.  
THE FELDMAN FIRM  
8831 West Sahara Avenue  
Las Vegas, NV 89117  
*Attorneys for Defendants/Counterclaimants, Foremost Insurance*  
*Company Grand Rapids Michigan, Mid-Century*  
*Insurance Company, and Farmers Insurance Exchange*

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An Employee of  
THE SCHNITZER LAW FIRM



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9205 West Russell Road, Suite 240  
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Telephone: (702) 960-4050  
Facsimile: (702) 960-4092  
[Jordan@TheSchnitzerLawFirm.com](mailto:Jordan@TheSchnitzerLawFirm.com)  
*Attorney for Plaintiff,*  
*Filippo Sciarratta*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

FILIPPO SCIARRATTA, an individual,

Plaintiff,

vs.

JONAS STOSS, an individual; FOREMOST  
INSURANCE COMPANY GRAND RAPIDS  
MICHIGAN, a Michigan Corporation; MID-  
CENTURY INSURANCE, a California  
Corporation; and DOES I through X, inclusive;  
and ROE CORPORATIONS I through X,  
inclusive,

Defendants.

FOREMOST INSURANCE COMPANY  
GRAND RAPIDS MICHIGAN, a Michigan  
Corporation; MID-CENTURY INSURANCE, a  
California Corporation; and FARMERS  
INSURANCE EXCHANGE, a California Inter-  
Insurance Exchange,

Counterclaimants,

vs.

FILIPPO SCIARRATTA, an individual; and  
JONAS STOSS, an individual,

Counter/Cross Defendants.

Case No.: A-17-756368-C

Dept. No.: 27

**CASE APPEAL STATEMENT**



1. Name of Appellant filing this Appeal Case Statement:  
 FILIPPO SCIARRATTA
2. Identity of judge issuing the decision, judgment or order appealed from:  
 The Honorable Nanct Allf
3. Identity of all parties to the proceedings in the District Court:  
Plaintiff: FILIPPO SCIARRATTA  
Defendants: Foremost Insurance Company Grand Rapids Michigan, Mid-Century Insurance Company and Farmers Insurance Exchange, Jonas Stoss
4. Identity of all parties involved in this appeal:  
 Appellant: FILIPPO SCIARRATTA  
 Respondents: Foremost Insurance Company Grand Rapids Michigan, Mid-Century Insurance Company and Farmers Insurance Exchange
5. Name, law firm, address and telephone number of all counsel on Appeal and identity of the party or parties whom they represent:  
Appellant: Jordan P. Schnitzer, Esq.  
 THE SCHNITZER LAW FIRM  
 9205 W. Russell Road, Suite 240  
 Las Vegas, Nevada 89148  
 (702) 960-4050 (Telephone)  
Respondent: Gena L. Sluga, Esq.  
 Cara L. Christian, Esq.  
 CHRISTIAN, KRAVITZ, DICHTER,  
 JOHNSON & SLUGA, PLLC  
 8985 Eastern Avenue, Suite 200  
 Las Vegas, NV 89123  
 David J. Feldman, Esq.  
 THE FELDMAN FIRM  
 8831 West Sahara Avenue  
 Las Vegas, NV 89117
6. Indicate whether Appellant was represented by appointed or retained counsel in the District Court:  
 Appellant, FILIPPO SCIARRATTA, was represented by retained counsel in the District

1 Court.

2 7. Indicate whether Appellant is represented by appointed or retained counsel on Cross-  
3 Appeal:

4 Appellant, FILIPPO SCIARRATTA, is represented by retained counsel on Appeal.

5 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date  
6 of entry of the District Court Order granting such leave:

7 Appellant, FILIPPO SCIARRATTA was not granted leave to proceed in forma pauperis.

8 9. Date proceeding commenced in the District Court:

9 June 2, 2017 the Complaint was filed and on January 12, 2018 the Amended Complaint  
10 was filed.

11 10. State a brief description of the nature of the action and result in the district court, including  
12 the type of judgment or order being appealed and the relief granted by the district court:

13 This case involves allegations of bad faith and insurance coverage disputes on underinsured  
14 motorist policies and an umbrella policy stemming from an automobile accident. The district court  
15 entered summary judgment with respect to several of the insurance companies' claims for  
16 declaratory relief related to insurance coverage, some favorable to Mr. Sciarratta and some  
17 favorable to the insurers. The district court certified the orders as final and issued a stay regarding  
18 the remaining claims.

19 11. Indicate whether the case has previously been the subject of an appeal to or original writ  
20 proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the  
21 prior proceeding:

22 No.

23 12. Indicate whether the appeal involves child custody or visitation:

24 No.

25 //

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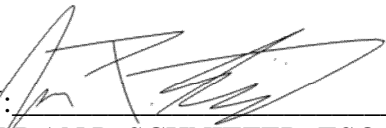
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13. Indicate whether the appeal involves the possibility of settlement:

Yes.

DATED this 13<sup>th</sup> day of September 2019.

BY:   
JORDAN P. SCHNITZER, ESQ.  
Nevada Bar No. 10744  
THE SCHNITZER LAW FIRM  
9205 W. Russell Road, Suite 240  
Las Vegas, Nevada 89148  
*Attorney for Plaintiff*



**CERTIFICATE OF SERVICE**

In accordance with Rule 9 of the N.E.F.C.R., I, the undersigned, hereby certify that on the 13<sup>th</sup> day of September 2019, I served a true and correct copy of the foregoing **CASE APPEAL STATEMENT** upon the Court's Service List for the above-referenced case to the following:

Phillip R. Emerson, Esq.  
Christine Atwood, Esq.  
EMERSON LAW GROUP  
1055 Whitney Ranch Drive, Suite 120  
Henderson, NV 89104  
*Attorneys for Defendant,*  
*Jonas Stoss*

Gena L. Sluga, Esq.  
Cara L. Christian, Esq.  
CHRISTIAN, KRAVITZ, DICHTER,  
JOHNSON & SLUGA, PLLC  
8985 Eastern Avenue, Suite 200  
Las Vegas, NV 89123

David J. Feldman, Esq.  
THE FELDMAN FIRM  
8831 West Sahara Avenue  
Las Vegas, NV 89117  
*Attorneys for Defendants/Counterclaimants, Foremost Insurance*  
*Company Grand Rapids Michigan, Mid-Century*  
*Insurance Company, and Farmers Insurance Exchange*

---

An Employee of  
THE SCHNITZER LAW FIRM



## EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY****CASE NO. A-17-756368-C****Filippo Sciarratta, Plaintiff(s)****vs.****Jonas Stoss, Defendant(s)**§  
§  
§  
§  
§Location: **Department 27**Judicial Officer: **Allf, Nancy**Filed on: **06/02/2017**

Case Number History:

Cross-Reference Case  
Number: **A756368****CASE INFORMATION**Case Type: **Negligence - Auto**Case  
Status: **06/02/2017 Open****DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number	A-17-756368-C
Court	Department 27
Date Assigned	03/02/2018
Judicial Officer	Allf, Nancy

**PARTY INFORMATION**

<b>Plaintiff</b>	<b>Sciarratta, Filippo</b>	<i>Lead Attorneys</i> <b>Schnitzer, Jordan</b> <i>Retained</i> 702-960-4050(W)
<b>Defendant</b>	<b>Foremost Insurance Company Grand Rapids Michigan</b>	<b>Feldman, David J</b> <i>Retained</i> 702-949-5096(W)
	<b>Mid-Century Insurance</b>	<b>Feldman, David J</b> <i>Retained</i> 702-949-5096(W)
	<b>Sciarratta, Cynthia</b> Removed: 09/20/2017 Dismissed	
	<b>Stoss, Jonas</b>	<b>Emerson, Phillip R</b> <i>Retained</i> 7023849444(W)
<b>Counter Claimant</b>	<b>Farmers Insurance Exchange</b> Removed: 03/26/2018 Data Entry Error	
	<b>Foremost Insurance Company Grand Rapids Michigan</b>	<b>Feldman, David J</b> <i>Retained</i> 702-949-5096(W)
	<b>Mid-Century Insurance</b>	<b>Feldman, David J</b> <i>Retained</i> 702-949-5096(W)
<b>Counter Defendant</b>	<b>Sciarratta, Filippo</b>	<b>Schnitzer, Jordan</b> <i>Retained</i> 702-960-4050(W)
<b>Cross Claimant</b>	<b>Farmers Insurance Exchange</b> Removed: 03/26/2018	

**CASE SUMMARY****CASE NO. A-17-756368-C**

Data Entry Error

**Foremost Insurance Company Grand Rapids Michigan****Feldman, David J***Retained*











702-949-5096(W)

**Mid-Century Insurance****Feldman, David J***Retained*

702-949-5096(W)

**Cross Defendant      Stoss, Jonas****Emerson, Phillip R***Retained*

7023849444(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<b><u>EVENTS</u></b>	
06/02/2017	 <b>Complaint</b> Filed By: Counter Defendant Sciarratta, Filippo <i>Complaint</i>	
06/02/2017	 <b>Initial Appearance Fee Disclosure</b> Filed By: Counter Defendant Sciarratta, Filippo <i>Initial Appearance Fee Disclosure</i>	
06/02/2017	 <b>Summons Electronically Issued - Service Pending</b> Party: Counter Defendant Sciarratta, Filippo <i>Summons</i>	
06/02/2017	 <b>Summons Electronically Issued - Service Pending</b> Party: Counter Defendant Sciarratta, Filippo <i>Summons</i>	
07/01/2017	Case Reassigned to Department 28 <i>Civil Case Reassignment to Judge Ronald J. Israel</i>	
09/06/2017	 <b>Acceptance of Service</b> Filed By: Counter Defendant Sciarratta, Filippo <i>Acceptance of Service</i>	
09/20/2017	 <b>Initial Appearance Fee Disclosure</b> <i>Initial Appearance fee Disclosure</i>	
09/20/2017	 <b>Demand for Jury Trial</b> <i>Demand for Jury Trial</i>	
09/20/2017	 <b>Answer to Complaint</b> <i>Defendant, Jonas Stoss' Answer to Plaintiff's Complaint</i>	
09/20/2017	 <b>Voluntary Dismissal Without Prejudice</b> Filed By: Counter Defendant Sciarratta, Filippo <i>Voluntary Dismissal Without Prejudice</i>	
10/20/2017	 <b>Commissioners Decision on Request for Exemption - Granted</b> <i>Commissioner's Decision on Request for Exemption - Granted</i>	
11/17/2017		

**CASE SUMMARY**

**CASE NO. A-17-756368-C**

	 Motion to Amend Complaint Filed By: Counter Defendant Sciarratta, Filippo <i>Motion to Amend Complaint</i>
12/14/2017	 Opposition to Motion Filed By: Cross Defendant Stoss, Jonas <i>(12/14/17 Withdrawn) Defendant's Opposition to Plaintiff's Motion to Amend Complaint</i>
12/14/2017	 Notice of Withdrawal Filed By: Cross Defendant Stoss, Jonas <i>Notice of Withdrawing Defendant's Opposition to Plaintiff's Motion to Amend Complaint</i>
01/12/2018	 Order Granting Motion Filed By: Counter Defendant Sciarratta, Filippo <i>Order Granting Motion To Amend</i>
01/12/2018	 Amended Complaint Filed By: Counter Defendant Sciarratta, Filippo <i>Amended Complaint</i>
01/16/2018	 Notice of Entry of Order Filed By: Counter Defendant Sciarratta, Filippo <i>Notice of Entry of Order Granting Motion to Amend</i>
01/16/2018	 Summons Electronically Issued - Service Pending Party: Counter Defendant Sciarratta, Filippo <i>Summons</i>
01/16/2018	 Summons Electronically Issued - Service Pending Party: Counter Defendant Sciarratta, Filippo <i>Summons</i>
01/19/2018	 Answer to Amended Complaint Filed By: Cross Defendant Stoss, Jonas <i>Defendant, Jonas Stoss' Answer to Plaintiff's Amended Complaint</i>
02/02/2018	 Affidavit of Service Filed By: Counter Defendant Sciarratta, Filippo <i>Affidavit of Service Mid-Century</i>
02/02/2018	 Affidavit of Service Filed By: Counter Defendant Sciarratta, Filippo <i>Affidavit of Service Foremost</i>
02/28/2018	 Answer to Amended Complaint Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>Defendant's Answer to Plaintiff's Amended Complaint</i>
02/28/2018	 Demand for Jury Trial Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>Demand for Jury Trial</i>

# CASE SUMMARY

CASE NO. A-17-756368-C

02/28/2018	 Peremptory Challenge Filed by: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>Peremptory Challenge of Judge</i>
03/01/2018	 Joint Case Conference Report Filed By: Counter Defendant Sciarratta, Filippo <i>Joint Case Conference Report</i>
03/01/2018	 Initial Appearance Fee Disclosure Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>Initial Appearance Fee Disclosure</i>
03/02/2018	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
03/26/2018	 Amended Answer Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>Amended Answer and Counter/Cross Claims for Declaratory Relief</i>
04/03/2018	 Answer to Counterclaim Filed By: Cross Defendant Stoss, Jonas <i>Defendant/Cross Defendant, Jonas Stoss' Answer to Counterclaimants' Counter/Cross Claims for Declaratory Relief</i>
04/16/2018	 Notice to Appear for Discovery Conference <i>Notice to Appear for Discovery Conference</i>
04/17/2018	 Notice of Appearance Party: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>Notice of Appearance</i>
04/20/2018	 Motion for More Definite Statement Filed By: Counter Defendant Sciarratta, Filippo <i>Plaintiff's Motion for More Definite Statement and Motion to Strike</i>
05/09/2018	 Response Filed by: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>Response to Plaintiff's Motion for More Definite Statement and Motion to Strike</i>
05/09/2018	 Joinder to Case Conference Report Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance; Cross Claimant Farmers Insurance Exchange <i>Defendants/ Counterclaimants Foremost Insurance Company Grand Rapids Michigan s, Mid-Century Insurance s, and Counterclaimant Farmers Insurance Exchange s Joinder to the Joint Case Conference Report</i>
05/18/2018	 Stipulation and Order Filed by: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance; Cross Claimant Farmers Insurance Exchange <i>Joint Stipulation and Order to Reschedule Hearing</i>

# CASE SUMMARY

CASE NO. A-17-756368-C

05/23/2018	 Scheduling Order <i>Scheduling Order</i>
05/23/2018	 Reply to Opposition Filed by: Counter Defendant Sciarratta, Filippo <i>Plaintiff's Reply To Defendants/Counter And Cross-Claimants' Response To Plaintiff's Motion For More Definite Statement And Motion To Strike</i>
05/31/2018	 Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call Filed By: Counter Defendant Sciarratta, Filippo <i>Order Setting Civil Jury Trial, Pre-Trial Conference/Calendar Call and Status Check</i>
06/29/2018	 Order Denying Motion Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan <i>Order Denying Plaintiff's Motion for More Definite Statement and Motion to Strike</i>
07/09/2018	 Notice of Entry of Order Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance; Cross Claimant Farmers Insurance Exchange <i>Notice of Entry of Order re Order Denying Plaintiff's Motion for More Definite Statement &amp; Motion to Strike</i>
08/03/2018	 Answer to Counterclaim Filed By: Counter Defendant Sciarratta, Filippo <i>Counter/Cross Defendant, Filippo Sciarratta's Answer To Counterclaimants Foremost Insurance Company, Mid-Century Insurance Llc, And Farmers Insurance Exchange's Amended Answer And Counter/Cross Claims For Declaratory Relief</i>
01/25/2019	 Motion for Summary Judgment Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>DEFENDANTS/COUNTER- AND CROSS-CLAIMANTS' MOTION FOR SUMMARY JUDGMENT</i>
01/29/2019	 Exhibits Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance <i>EXHIBITS TO DEFENDANTS/COUNTER- AND CROSS-CLAIMANTS MOTION FOR SUMMARY JUDGMENT</i>
02/08/2019	 Motion to Compel Filed By: Counter Defendant Sciarratta, Filippo <i>Plaintiff's Motion to Compel</i>
02/12/2019	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant Sciarratta, Filippo <i>Plaintiff's Opposition to Defendants/Counter and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Motion for Summary Judgment</i>
02/14/2019	 Notice of Non Opposition <i>(Withdrawn 2/15/19) Notice of Non-Opposition to Mid-Century Insurance Company and Farmers Insurance Exchange's Motion for Summary Judgment</i>
02/14/2019	 Motion

**CASE SUMMARY**

**CASE NO. A-17-756368-C**

Filed By: Counter Defendant Sciarratta, Filippo  
*Plaintiff's Motion to Exceed Brief Size on Order Shortening Time*

02/15/2019



Notice of Withdrawal

*Notice of Withdrawal of Non-Opposition*

02/15/2019



Opposition

*Defendant/Cross-Defendant Jonas Stoss's Limited Opposition to Defendants/Counter-and-Cross Claimants Foremost Insurance Company, Mid-Centertury Insurance Company and Farmers Insurance Exchange's Motion for Summary Judgment*

02/21/2019



Reply to Opposition

Filed by: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance  
*DEFENDANTS/COUNTER-CLAIMANTS FOREMOST, MID-CENTURY AND FARMERS INSURANCE EXCHANGE S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT*

02/28/2019



Response

Filed by: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance  
*Defendants/Counter-Claimants Foremost, MD-Century and Farmers Insurance Exchange's Response to Motion to Compel*

03/07/2019



Reply to Opposition

Filed by: Counter Defendant Sciarratta, Filippo  
*Plaintiff's Reply to Defendants' Opposition to Motion to Compel*

03/19/2019



Order Setting Civil Jury Trial, Pre-Trial, and Calendar Call

*Order Re-Setting Civil Jury Trial and Calendar Call*

03/20/2019



Stipulation and Order

*Stipulation and Order to Continue Discovery*

03/20/2019



Notice of Entry of Order

*Notice of Entry of Order of Stipulation and Order to Continue Discovery*

03/26/2019



Notice

*Notice of Entry of Decision and Order*

03/26/2019



Decision and Order

*Decision and Order*

04/04/2019



Order Granting Motion

Filed By: Counter Defendant Sciarratta, Filippo  
*Order Granting in Part, Denying in Part and Denying in Part Without Prejudice Plaintiff's Motion to Compel*

04/05/2019



Notice of Entry of Order

Filed By: Counter Defendant Sciarratta, Filippo  
*Notice of Entry of Order on Order Granting in Part, Denying in Part and Denying in Part Without Prejudice Plaintiff's Motion to Compel*

04/23/2019



Motion for Relief

Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross

# CASE SUMMARY

CASE NO. A-17-756368-C

Claimant Mid-Century Insurance

*Defendants/Counter-Claimants' Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification*

04/23/2019



Clerk's Notice of Hearing

*Notice of Hearing*

05/07/2019



Notice of Non Opposition

Filed By: Cross Defendant Stoss, Jonas

*Defendant/Cross-Defendant Jonas Stoss' Notice of Non-Opposition to Defendants/Counter-Claimants Foremost, Mid-Century and Farmers Insurance Exchange's Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification*

05/17/2019



Opposition and Countermotion

Filed By: Counter Defendant Sciarratta, Filippo

*Plaintiff's Opposition to Defendants/Counter and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Rule 60 Motion For Relief From March 26, 2019 Order and Request For Clarification and Plaintiff's Motion to Reconsider The Court's Decision and Order*

05/31/2019



Reply in Support

Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance

*Defendants/Counter-Claimants Foremost, Mid-Century and Farmers Insurance Exchange's Reply in Support of Rule 60 Motion and Opposition to Plaintiff's Motion for Reconsideration*

06/03/2019



Reply to Opposition

Filed by: Counter Defendant Sciarratta, Filippo

*Plaintiff's Reply to Defendants' Opposition to Plaintiff's Motion for Reconsideration*

06/18/2019



Decision and Order

*Decision & Order*

06/18/2019



Notice of Entry of Decision and Order

*Notice of Entry of Decision & Order*

08/28/2019



Stipulation and Order

Filed by: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance

*Stipulation and Order re Entry of Final Judgment on Second and Fourth Claims for Relief in Counter/Cross Claim*

08/29/2019



Stipulation and Order to Extend Discovery Deadlines

Filed By: Counter Defendant Sciarratta, Filippo

*Stipulation and Order to Continue and Stay Discovery (Second Request)*

08/29/2019



Notice of Entry of Order

Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance

*Notice of Entry of Order*

08/29/2019



Notice of Entry of Stipulation and Order

Filed By: Counter Defendant Sciarratta, Filippo

*Notice of Stipulation and Order to Continue and Stay Discovery (Second Request)*

09/09/2019

# CASE SUMMARY

CASE NO. A-17-756368-C



## Notice of Appeal

Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance  
*Notice of Appeal*

09/09/2019



## Case Appeal Statement

Filed By: Cross Claimant Foremost Insurance Company Grand Rapids Michigan; Cross Claimant Mid-Century Insurance  
*Case Appeal Statement*

09/13/2019



## Notice of Appeal

Filed By: Counter Defendant Sciarratta, Filippo  
*Notice of Appeal*

09/13/2019



## Case Appeal Statement

Filed By: Counter Defendant Sciarratta, Filippo  
*Case Appeal Statement*

## DISPOSITIONS

09/20/2017

**Dismissal Pursuant to NRCP 41** (Judicial Officer: Israel, Ronald J.)

Debtors: Cynthia Sciarratta (Defendant)

Creditors: Filippo Sciarratta (Plaintiff)

Judgment: 09/20/2017, Docketed: 09/21/2017

## HEARINGS

01/03/2018



## Motion to Amend Complaint (3:00 AM) (Judicial Officer: Israel, Ronald J.)

Granted;

Journal Entry Details:

*Upon review of the papers and pleadings on file in this Matter, the Motion to Amend Complaint, There being good cause appearing, COURT ORDERED, motion GRANTED and signed order in chambers 01/03/18. CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Phillip Emerson, Esq. and Jordan Schnitzer, Esq. kk 01/04/18.;*

05/15/2018

**CANCELED Discovery Conference** (10:00 AM) (Judicial Officer: Bulla, Bonnie)

*Vacated - per Commissioner*

*Discovery Conference*

06/13/2018



## Motion for More Definite Statement (9:30 AM) (Judicial Officer: Allf, Nancy)

*Plaintiff's Motion for More Definite Statement and Motion to Strike*

Denied;

Journal Entry Details:

*Hayley N. Bennett, Esq. present on behalf of Defendant Jonas Stoss. Arguments by Mr. Schnitzer and Ms. Sluga regarding the merits of and opposition to the motion. Ms. Bennett stated she had nothing to add. Court stated its findings and ORDERED, Plaintiff's Motion for More Definite Statement and Motion to Strike DENIED. Ms. Sluga to prepare the order and submit it to other counsel for approval.;*

02/20/2019



## Minute Order (3:00 AM) (Judicial Officer: Allf, Nancy)

*Minute Order: Plaintiff's Motion to Exceed Brief Size on Order Shortening Time set on 2/21/2019 GRANTED and VACATED*

*Minute Order - No Hearing Held; Minute Order: Plaintiff's Motion to Exceed Brief Size on Order Shortening Time set on 2/21/2019 GRANTED and VACATED*

Journal Entry Details:

*COURT FINDS after review on February 14, 2019, the Plaintiff's Motion to Exceed Brief Size on Order Shortening Time ( Motion ) was filed with the Court and the matter was set on Motions Calendar for February 21, 2019 at 9:30 a.m. All oppositions to the Motion were required to be filed by 5:00 p.m. on February 19, 2019. COURT FURTHER FINDS after review that the Motion was served electronically upon Plaintiff on February 12, 2019 pursuant*



# CASE SUMMARY

CASE NO. A-17-756368-C

to the Certificate of Service attached thereto. COURT FURTHER FINDS after review EDCR 2.20(e) provides in relevant part: Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same. COURT FURTHER FINDS after review no oppositions to the Motion have been filed. COURT ORDERS for good cause appearing and after review pursuant to the merits of the Motion and EDCR 2.20(e), the Motion is hereby GRANTED and the hearing set on Motions Calendar for February 21, 2019 at 9:30 a.m. is hereby VACATED. Movant to prepare the Order in compliance with EDCR 7.21. CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 2/10/2019;

02/21/2019

**CANCELED Motion** (9:30 AM) (Judicial Officer: Allf, Nancy)  
Vacated  
Plaintiff's Motion to Exceed Brief Size on Order Shortening Time

02/28/2019



**Motion for Summary Judgment** (10:30 AM) (Judicial Officer: Allf, Nancy)  
Defendant /Counter and Cross Claimants Foremost Mid Century Insurance Company and Farmer's Insurance Exchange's Motion for Summary Judgment  
Granted in Part;  
Journal Entry Details:  
Arguments by counsel regarding the merits of the motion. COURT ORDERED, matter TRAILED. MATTER RECALLED. All parties present as before. Further arguments by counsel. COURT ORDERED, matter UNDER SUBMISSION.;

03/12/2019



**Status Check** (3:00 AM) (Judicial Officer: Allf, Nancy)  
Status Check: Defendants/Counter- And Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Motion For Summary Judgment  
Continued; Status Check: Defendants/Counter- And Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Motion For Summary Judgment  
Journal Entry Details:  
COURT FINDS after review that on January 25, 2019 Defendants/Counter- And Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Motion For Summary Judgment ("Motion") was filed with the Court and the matter was set for hearing before the Court on February 28, 2019. COURT FURTHER FINDS after review that the Court heard oral arguments on the Motion on February 28, 2019. The Court took the matter under submission and set a Status Check for March 12, 2019 on Chambers Calendar for the Court to issue its decision. COURT ORDERS for good cause appearing and after review the date set for the Court to issue a Decision on the Motion is hereby CONTINUED to March 19, 2019; the Court will either release a Decision by March 19, 2019 at 5:00 p.m., or provide a prospective future date to expect it. CONTINUED TO: 3/19/19 (CHAMBERS) CLERK'S NOTE: Counsel are to ensure a copy of the forgoing minute order is distributed to all interested parties; additionally, a copy of the foregoing minute order was distributed to the registered service recipients via Odyssey eFileNV E-Service (3/12/19 amn).;

03/14/2019



**Motion to Compel** (9:30 AM) (Judicial Officer: Allf, Nancy)  
Plaintiff's Motion to Compel  
Granted in Part;  
continuance hearing set on the wrong matter; therefore, 3/14/19 date stands  
Journal Entry Details:  
Tiffany Auber, Esq. present for Defendant Jonas Stoss. Arguments by Mr. Schnitzer and Ms. Sluga regarding the merits of and opposition to the motion. COURT ORDERED, Plaintiff's Motion to Compel GRANTED IN PART as to request numbers three, six, seven, eight, nine, eleven, twelve and DENIED IN PART as to request numbers four and five. Mr. Schnitzer to prepare the order and provide it to opposing counsel for approval as to form and content.;

06/06/2019

**CANCELED Status Check** (9:30 AM) (Judicial Officer: Allf, Nancy)  
Vacated


06/06/2019

**Motion for Relief** (10:00 AM) (Judicial Officer: Allf, Nancy)

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-17-756368-C**

	<p>Events: 04/23/2019 Motion for Relief  <i>Defendants/Counter-Claimants' Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification</i></p> <p>Denied;</p>
06/06/2019	<p><b>Opposition and Countermotion</b> (10:00 AM) (Judicial Officer: Allf, Nancy)  <i>Plaintiff's Opposition to Defendants/Counter-and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Plaintiff's Motion to Reconsider the Court's Decision and Order</i></p> <p>Denied;</p>
06/06/2019	<p> <b>All Pending Motions</b> (10:00 AM) (Judicial Officer: Allf, Nancy)          Matter Heard;          Journal Entry Details:  <i>DEFENDANTS/COUNTER-CLAIMANTS' RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION...PLAINTIFF'S OPPOSITION TO DEFENDANTS/COUNTER-AND CROSS-CLAIMANTS FOREMOST INSURANCE COMPANY, MID-CENTURY INSURANCE COMPANY AND FARMERS INSURANCE EXCHANGE'S RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION AND PLAINTIFF'S MOTION TO RECONSIDER THE COURT'S DECISION AND ORDER</i> Court noted its inclined ruling as to the motions. Arguments by Ms. Sluga and Mr. Schnitzer regarding the merits of and opposition to the motion. COURT ORDERED, Defendants/Counter-Claimants' Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Plaintiff's Opposition to Defendants/Counter-and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Plaintiff's Motion to Reconsider the Court's Decision and Order TAKEN UNDER ADVISEMENT for Court to re-review matter. COURT FURTHER ORDERED, status check SET on chambers calendar for decision. 6/18/2019 (CHAMBERS) DEFENDANTS/COUNTER-CLAIMANTS' RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION; PLAINTIFF'S OPPOSITION TO DEFENDANTS/COUNTER-AND CROSS-CLAIMANTS FOREMOST INSURANCE COMPANY, MID-CENTURY INSURANCE COMPANY AND FARMERS INSURANCE EXCHANGE'S RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION AND PLAINTIFF'S MOTION TO RECONSIDER THE COURT'S DECISION AND ORDER ;</p>
06/18/2019	<p><b>CANCELED Decision</b> (3:00 AM) (Judicial Officer: Allf, Nancy)          Vacated  <i>Decision: Defendants/Counter-Claimants' Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Defendants/Counter-Claimants' Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Plaintiff's Opposition to Defendants/Counter-and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Plaintiff's Motion to Reconsider the Court's Decision and Order</i></p>
08/22/2019	<p><b>CANCELED Pretrial/Calendar Call</b> (10:31 AM) (Judicial Officer: Allf, Nancy)          Vacated</p>
08/26/2019	<p><b>CANCELED Jury Trial</b> (10:30 AM) (Judicial Officer: Allf, Nancy)          Vacated - per Stipulation and Order</p>
10/08/2019	<p><b>Status Check: Trial Setting</b> (3:00 AM) (Judicial Officer: Allf, Nancy)          IN HOUSE - SUPREME COURT RULING</p>
10/17/2019	<p><b>CANCELED Calendar Call</b> (10:30 AM) (Judicial Officer: Allf, Nancy)          Vacated - per Stipulation and Order</p>
10/21/2019	<p><b>CANCELED Jury Trial</b> (10:30 AM) (Judicial Officer: Allf, Nancy)          Vacated - per Stipulation and Order</p>
DATE	FINANCIAL INFORMATION

# CASE SUMMARY

CASE NO. A-17-756368-C

**Cross Claimant** Foremost Insurance Company Grand Rapids Michigan

Total Charges	224.00
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Total Payments and Credits	224.00
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<b>Balance Due as of 9/17/2019</b>	<b>0.00</b>
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**Cross Claimant** Mid-Century Insurance

Total Charges	703.00
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Total Payments and Credits	703.00
----------------------------	--------

<b>Balance Due as of 9/17/2019</b>	<b>0.00</b>
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**Cross Defendant** Stoss, Jonas

Total Charges	223.00
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Total Payments and Credits	223.00
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<b>Balance Due as of 9/17/2019</b>	<b>0.00</b>
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**Counter Defendant** Sciaratta, Filippo

Total Charges	294.00
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Total Payments and Credits	294.00
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<b>Balance Due as of 9/17/2019</b>	<b>0.00</b>
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## DISTRICT COURT CIVIL COVER SHEET

A-17-756368-C

County, Nevada

Case No. \_\_\_\_\_

Department 21

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):  FILIPPO SCIARRATTA	Defendant(s) (name/address/phone):  JONAS STOSS  CYNTHIA SCIARRATTA
Attorney (name/address/phone):  JORDAN P. SCHNITZER, ESQ.  9205 W. Russell Road, Suite 240  Las Vegas, Nevada 89148  Telephone: 702.960.4050	Attorney (name/address/phone):

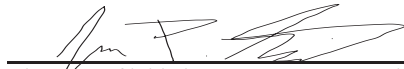
**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input checked="" type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> <b>Probate</b> (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> <b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<b>Other Civil Filing</b> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

6/1/2017

Date

  
 Signature of initiating party or representative

See other side for family-related case filings.

*Steven D. Grierson*

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

FILIPPO SCIARRATTA

Plaintiff(s)

vs.

JONAS STOSS, *et al.*

Defendant(s)

CASE NO.: A-17-756368

DEPARTMENT 27

**DECISION & ORDER**

**COURT FINDS** after review that on January 25, 2019 Defendants/Counter- and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Motion for Summary Judgment ("Motion for Summary Judgment") was filed with the Court and the matter was set for hearing on February 28, 2019 at 10:30 a.m.

**COURT FURTHER FINDS** after review that the Court heard oral arguments on the Motion for Summary Judgment on February 28, 2019. The Court took the matter under submission and set a Status Check for the Court to issue a Decision on March 12, 2019 on Chambers Calendar, which was thereafter continued to March 19, 2019.

**COURT FURTHER FINDS** after review that "[s]ummary judgment is appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731 (2005).

**COURT FURTHER FINDS** after review that NRCP 56(d) provides that "[i]f a nonmovant shows by affidavit or declaration that, for specified reasons, it cannot present facts essential to justify its opposition, the court may: (1) defer considering the motion or deny it; (2) allow time to obtain affidavits or declarations or to take discovery; or (3) issue any other appropriate order." Furthermore,

RECEIVED

MAR 26 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

1

1 “NRCPC 56[d] permits a district court to grant a continuance when a party opposing a motion for  
2 summary judgment is unable to marshal facts in support of its opposition” and “the movant expresses  
3 how further discovery will lead to the creation of a genuine issue of material fact.” *Aviation Ventures,*  
4 *Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 117–18 (2005).

5 **FIRST CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM - CONSTRUCTION OF**  
6 **MAY 12, 2017 RELEASE**

7 **COURT FURTHER FINDS** after review that the May 12, 2017 Release provides that Plaintiff  
8 agrees to “release, acquit and forever discharge JONAS STOSS, his spouse, Cynthia Sciarratta and  
9 FOREMOST INSURANCE COMPANY GRAND RAPIDS, MICHIGAN, as it relates to Policy No:  
10 0074215814....”

11 **COURT FURTHER FINDS** after review that based upon the plain language of the Release, the  
12 parties intended only to release the claims related to the Motorcycle Policy.

13 **THEREFORE, COURT ORDERS** for good cause appearing and after review that the Motion  
14 for Summary Judgment is hereby **DENIED** with respect to the First Claim for Relief in the  
15 Counter/Cross Claim related to the construction of May 12, 2017 Release.

16 **SECOND CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM – UMBRELLA POLICY**

17 **COURT FURTHER FINDS** after review that the Umbrella Policy does “not cover damages:  
18 ... Arising from liability...payable to any insured; or ...whenever damages are due directly or indirectly  
19 to an insured.” *Motion for Summary Judgment*, Exhibit 3A, pg. 88.

20 **COURT FURTHER FINDS** after review that the term “insured” is defined in the Umbrella  
21 Policy as “you [Cynthia Sciarratta]” and “your relatives,” which definition includes Plaintiff.

22 **COURT FURTHER FINDS** after review that, since Plaintiff is an “insured” under the  
23 Umbrella Policy, he is excluded from coverage in this matter since damages are due to him directly.

24 **COURT FURTHER FINDS** after review that while Plaintiff argues that the above exclusion to  
25 the Umbrella Policy argued by Defendants is invalid under NRS 687B.147, such argument is belied by  
26 the decision in *State Farm Fire & Cas. Co. v. Repke*, No. 2:06-CV-0366JCM(RJJ), 2007 WL 7121693,  
27 at \*5 (D. Nev. Feb. 27, 2007), which found that the Nevada “legislature ... intend[ed] to exclude  
28

1 umbrella policies from the definition of 'a policy of motor vehicle insurance covering a private  
2 passenger car' in NRS 687B.147." *See also State Farm Fire & Cas. Co. v. Repke*, 301 F. App'x 698, 699  
3 (9th Cir. 2008).

4 **COURT FURTHER FINDS** after review that the provisions of NRS 687B.147 do not  
5 invalidate the above exclusions under the Umbrella Policy.

6 **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
7 the Motion for Summary Judgment is hereby **GRANTED** with respect to the Second Claim for Relief in  
8 the Counter/Cross Claim related to the Umbrella Policy.

9  
10 **THIRD CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM – FOREMOST**  
11 **MOTORCYCLE POLICY**

12 **COURT FURTHER FINDS** after review that NRS 687B requires that any exclusion to  
13 coverage must "be written in a manner which is easily understood, printed in at least 12-point type and  
14 contain the statement 'I understand that this policy excludes, reduces and limits coverage for bodily  
15 injury to members of my family and other named insureds, including the following persons:' (followed  
16 by a list of the names of the family members and other named insureds whose coverage has been  
17 excluded, reduced or limited). The list of names must be handwritten by the insured and followed by the  
18 full signature of the insured." NRS 687B.147.

19 **COURT FURTHER FINDS** after review that the "insurer must disclose upon renewal of the  
20 policy that coverage has been excluded, reduced or limited and that the named insured has the right to  
21 reject the exclusion." *Id.*

22 **COURT FURTHER FINDS** after review that the Motorcycle Policy attached to the Motion for  
23 Summary Judgment as Exhibit 1A does not comply with NRS 687B.147 with respect to exclusions of  
24 underinsured motorist coverage.

25 **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
26 the Motion for Summary Judgment is hereby **DENIED** with respect to the Third Claim for Relief in the  
27 Counter/Cross Claim related to the Foremost Motorcycle Policy.

1 **FOURTH CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM – MID-CENTURY AUTO**  
2 **POLICY**

3 **COURT FURTHER FINDS** after review that under Nevada law an anti-stacking clause “must  
4 be in clear language and be prominently displayed in the policy.” NRS 687B.145(1).

5 **COURT FURTHER FINDS** after review the Nevada Supreme Court has held that under NRS  
6 687B.145(1):

7 [A] valid anti-stacking clause must meet three requirements. First, the limiting provision  
8 must be expressed in clear language. Second, the provision must be prominently  
9 displayed in the document. Finally, the insured must not have purchased separate  
10 coverage on the same risk nor paid a premium calculated for full reimbursement under  
11 that coverage.

12 *Bove v. Prudential Ins. Co. of Am.*, 106 Nev. 682, 685 (1990).

13 **COURT FURTHER FINDS** after review that a question of fact exists as to whether the anti-  
14 stacking provision at issue here is valid under NRS 687B.145(1) pursuant to the elements of *Bove*.

15 **COURT FURTHER FINDS** after review that the endorsement to the Mid-Century Policy  
16 which limits coverage for stacked policies also fails to comply with the express disclosure requirements  
17 for limitation of coverage set forth in NRS 687B.147.

18 **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
19 the Motion for Summary Judgment is hereby **DENIED** with respect to the Fourth Claim for Relief in the  
20 Counter/Cross Claim related to the Mid-Century Auto Policy.

21 **THIRD CAUSE OF ACTION – BREACH OF CONTRACT**

22 **COURT FURTHER FINDS** after review that “[t]o succeed on a breach of contract claim, a  
23 plaintiff must show four elements: (1) formation of a valid contract; (2) performance or excuse of  
24 performance by the plaintiff; (3) material breach by the defendant; and (4) damages.” *Laguerre v.*  
25 *Nevada Sys. of Higher Educ.*, 837 F. Supp. 2d 1176, 1180 (D. Nev. 2011).

26 ///

27 ///



1           **COURT FURTHER FINDS** after review that “[w]aiver occurs where a party knows of an  
2 existing right and either actually intends to relinquish the right or exhibits conduct so inconsistent with  
3 an intent to enforce the right as to induce a reasonable belief that the right has been relinquished.”  
4 *Hudson v. Horseshoe Club Operating Co.*, 112 Nev. 446, 457 (1996).

5           **COURT FURTHER FINDS** after review that a genuine issue of fact remains regarding the  
6 existence of a waiver of the Release related to the underinsured motorist coverage under the Motorcycle  
7 Policy and regarding Plaintiff’s entitlement to the remainder such coverage.

8           **COURT FURTHER FINDS** after review that a genuine issue of fact exists as to whether the  
9 exclusion of underinsured motorist coverage in the Mid-Century Policy is valid under NRS 687B.147  
10 and the elements set forth in *Bove v. Prudential Ins. Co. of Am.*, 106 Nev. 682.

11           **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
12 the Motion for Summary Judgment is hereby **DENIED** with respect to the Third Cause of Action in the  
13 Amended Complaint for Breach of Contract.

14  
15           **FOURTH AND FIFTH CAUSES OF ACTION – TORTIOUS AND CONTRACTUAL BREACH**  
16           **OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

17           **COURT FURTHER FINDS** after review that a genuine issue of fact remains regarding  
18 whether the Release was waived with respect to the remainder of the underinsured motorist coverage and  
19 whether the stated exclusions of the underinsured motorist coverage are valid under NRS 687B.147 and  
20 the elements set forth in *Bove v. Prudential Ins. Co. of Am.*

21           **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
22 the Motion for Summary Judgment is hereby **DENIED** with respect to the Fourth and Fifth Causes of  
23 Action in the Amended Complaint for Tortious and Contractual Breaches of the Covenant of Good Faith  
24 and Fair Dealing.

25           ///

26           ///

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28           ///

1                    **SIXTH AND SEVENTH CAUSES OF ACTION – FRAUDULENT AND INTENTIONAL**  
2                    **MISREPRESENTATION AND NEGLIGENT MISREPRESENTATION**

3                    **COURT FURTHER FINDS** after review that, because neither Defendant Foremost nor  
4 Defendant Mid-Century issued the Umbrella Policy, the Sixth and Seventh Causes of Action in  
5 Plaintiff's Amended Complaint fail to state a claim for which relief may be granted.

6                    **COURT FURTHER FINDS** after review that the "court may and should liberally allow an  
7 amendment to the pleadings if prejudice does not result." *Schwartz v. Schwartz*, 95 Nev. 202, 205  
8 (1979).

9                    **THEREFORE, COURT ORDERS** for good cause appearing and after review that the Sixth  
10 and Seventh Causes of Action set forth in the Amended Complaint are hereby **DISMISSED** under  
11 NRCP 12(b)(5) and Plaintiff's request for leave to amend the same is hereby **GRANTED**.

12                    **EIGHTH CAUSE OF ACTION – UNJUST ENRICHMENT**

13                    **COURT FURTHER FINDS** after review that a genuine issue of fact exists as to whether  
14 Plaintiff conferred a benefit on Defendants for the desired underinsured motorist coverage, which as  
15 discussed hereinabove are in dispute under the policies at issue in this case.

16                    **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
17 the Motion for Summary Judgment is hereby **DENIED** with respect to the Eighth Cause of Action in the  
18 Amended Complaint for Unjust Enrichment.

19                    **COURT FURTHER FINDS** after review that Plaintiff's Opposition, and the Declaration of  
20 Plaintiff's counsel attached thereto, sufficiently expresses the need for further discovery and how such  
21 discovery will lead to the creation of a genuine issue of material fact with respect to the First, Third and  
22 Fourth Claims for Relief in the Counter/Cross Claim and the Third, Fourth, Fifth and Eighth Causes of  
23 Action in the Amended Complaint.

24                    **COURT FURTHER ORDERS** for good cause appearing and after review that Plaintiff's  
25 request for relief under NRCP 56(d) for a continuance to take additional discovery is hereby **GRANTED**  
26 with respect to the First, Third and Fourth Claims for Relief in the Counter/Cross Claim and the Third,  
27 Fourth, Fifth and Eighth Causes of Action in the Amended Complaint.  
28

1                   **COURT FURTHER ORDERS** for good cause appearing and after review that the Status  
2 Check set for March 19, 2019 on Chambers Calendar is hereby **VACATED**.  
3

4                   DATED this 27 day of March, 2019.  
5

6                   Nancy L. Allf  
7 NANCY ALLF  
8 DISTRICT COURT JUDGE  
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*Steven D. Grierson*

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

FILIPPO SCIARRATTA

Plaintiff(s)

vs.

JONAS STOSS, *et al.*

Defendant(s)

CASE NO.: A-17-756368

DEPARTMENT 27

NOTICE OF ENTRY OF DECISION AND ORDER

PLEASE TAKE NOTICE that a Decision and Order was entered in this action on or about March 25, 2019, a true and correct copy of which is attached hereto.

Dated March 25, 2019.

*Nancy L. Allf*

NANCY L. ALLF  
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of the foregoing Order Setting Status Hearing was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court's Electronic Filing Program.

*Karen Lawrence*

Karen Lawrence  
Judicial Executive Assistant

RECEIVED

MAR 26 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\* \* \* \*

FILIPPO SCIARRATTA

Plaintiff(s)

vs.

JONAS STOSS, *et al.*

Defendant(s)

CASE NO.: A-17-756368

DEPARTMENT 27

**DECISION & ORDER**

**COURT FINDS** after review that on January 25, 2019 Defendants/Counter- and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Motion for Summary Judgment ("Motion for Summary Judgment") was filed with the Court and the matter was set for hearing on February 28, 2019 at 10:30 a.m.

**COURT FURTHER FINDS** after review that the Court heard oral arguments on the Motion for Summary Judgment on February 28, 2019. The Court took the matter under submission and set a Status Check for the Court to issue a Decision on March 12, 2019 on Chambers Calendar, which was thereafter continued to March 19, 2019.

**COURT FURTHER FINDS** after review that "[s]ummary judgment is appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law." *Wood v. Safeway, Inc.*, 121 Nev. 724, 731 (2005).

**COURT FURTHER FINDS** after review that NRCP 56(d) provides that "[i]f a nonmovant shows by affidavit or declaration that, for specified reasons, it cannot present facts essential to justify its opposition, the court may: (1) defer considering the motion or deny it; (2) allow time to obtain affidavits or declarations or to take discovery; or (3) issue any other appropriate order." Furthermore,

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

1 “NRC P 56[d] permits a district court to grant a continuance when a party opposing a motion for  
2 summary judgment is unable to marshal facts in support of its opposition” and “the movant expresses  
3 how further discovery will lead to the creation of a genuine issue of material fact.” *Aviation Ventures,*  
4 *Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 117–18 (2005).

5 **FIRST CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM - CONSTRUCTION OF**  
6 **MAY 12, 2017 RELEASE**

7 **COURT FURTHER FINDS** after review that the May 12, 2017 Release provides that Plaintiff  
8 agrees to “release, acquit and forever discharge JONAS STOSS, his spouse, Cynthia Sciaratta and  
9 FOREMOST INSURANCE COMPANY GRAND RAPIDS, MICHIGAN, as it relates to Policy No:  
10 0074215814....”

11 **COURT FURTHER FINDS** after review that based upon the plain language of the Release, the  
12 parties intended only to release the claims related to the Motorcycle Policy.

13 **THEREFORE, COURT ORDERS** for good cause appearing and after review that the Motion  
14 for Summary Judgment is hereby **DENIED** with respect to the First Claim for Relief in the  
15 Counter/Cross Claim related to the construction of May 12, 2017 Release.

16 **SECOND CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM – UMBRELLA POLICY**

17 **COURT FURTHER FINDS** after review that the Umbrella Policy does “not cover damages:  
18 ... Arising from liability...payable to any insured; or ...whenever damages are due directly or indirectly  
19 to an insured.” *Motion for Summary Judgment*, Exhibit 3A, pg. 88.

20 **COURT FURTHER FINDS** after review that the term “insured” is defined in the Umbrella  
21 Policy as “you [Cynthia Sciaratta]” and “your relatives,” which definition includes Plaintiff.

22 **COURT FURTHER FINDS** after review that, since Plaintiff is an “insured” under the  
23 Umbrella Policy, he is excluded from coverage in this matter since damages are due to him directly.

24 **COURT FURTHER FINDS** after review that while Plaintiff argues that the above exclusion to  
25 the Umbrella Policy argued by Defendants is invalid under NRS 687B.147, such argument is belied by  
26 the decision in *State Farm Fire & Cas. Co. v. Repke*, No. 2:06-CV-0366JCM(RJJ), 2007 WL 7121693,  
27 at \*5 (D. Nev. Feb. 27, 2007), which found that the Nevada “legislature ... intend[ed] to exclude  
28

1 umbrella policies from the definition of 'a policy of motor vehicle insurance covering a private  
2 passenger car' in NRS 687B.147." *See also State Farm Fire & Cas. Co. v. Repke*, 301 F. App'x 698, 699  
3 (9th Cir. 2008).

4 **COURT FURTHER FINDS** after review that the provisions of NRS 687B.147 do not  
5 invalidate the above exclusions under the Umbrella Policy.

6 **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
7 the Motion for Summary Judgment is hereby **GRANTED** with respect to the Second Claim for Relief in  
8 the Counter/Cross Claim related to the Umbrella Policy.

9  
10 **THIRD CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM – FOREMOST**  
11 **MOTORCYCLE POLICY**

12 **COURT FURTHER FINDS** after review that NRS 687B requires that any exclusion to  
13 coverage must "be written in a manner which is easily understood, printed in at least 12-point type and  
14 contain the statement 'I understand that this policy excludes, reduces and limits coverage for bodily  
15 injury to members of my family and other named insureds, including the following persons:' (followed  
16 by a list of the names of the family members and other named insureds whose coverage has been  
17 excluded, reduced or limited). The list of names must be handwritten by the insured and followed by the  
18 full signature of the insured." NRS 687B.147.

19 **COURT FURTHER FINDS** after review that the "insurer must disclose upon renewal of the  
20 policy that coverage has been excluded, reduced or limited and that the named insured has the right to  
21 reject the exclusion." *Id.*

22 **COURT FURTHER FINDS** after review that the Motorcycle Policy attached to the Motion for  
23 Summary Judgment as Exhibit 1A does not comply with NRS 687B.147 with respect to exclusions of  
24 underinsured motorist coverage.

25 **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
26 the Motion for Summary Judgment is hereby **DENIED** with respect to the Third Claim for Relief in the  
27 Counter/Cross Claim related to the Foremost Motorcycle Policy.

1 **FOURTH CLAIM FOR RELIEF IN THE COUNTER/CROSS CLAIM – MID-CENTURY AUTO**  
2 **POLICY**

3 **COURT FURTHER FINDS** after review that under Nevada law an anti-stacking clause “must  
4 be in clear language and be prominently displayed in the policy.” NRS 687B.145(1).

5 **COURT FURTHER FINDS** after review the Nevada Supreme Court has held that under NRS  
6 687B.145(1):

7 [A] valid anti-stacking clause must meet three requirements. First, the limiting provision  
8 must be expressed in clear language. Second, the provision must be prominently  
9 displayed in the document. Finally, the insured must not have purchased separate  
10 coverage on the same risk nor paid a premium calculated for full reimbursement under  
11 that coverage.

12 *Bove v. Prudential Ins. Co. of Am.*, 106 Nev. 682, 685 (1990).

13 **COURT FURTHER FINDS** after review that a question of fact exists as to whether the anti-  
14 stacking provision at issue here is valid under NRS 687B.145(1) pursuant to the elements of *Bove*.

15 **COURT FURTHER FINDS** after review that the endorsement to the Mid-Century Policy  
16 which limits coverage for stacked policies also fails to comply with the express disclosure requirements  
17 for limitation of coverage set forth in NRS 687B.147.

18 **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
19 the Motion for Summary Judgment is hereby **DENIED** with respect to the Fourth Claim for Relief in the  
20 Counter/Cross Claim related to the Mid-Century Auto Policy.

21 **THIRD CAUSE OF ACTION – BREACH OF CONTRACT**

22 **COURT FURTHER FINDS** after review that “[t]o succeed on a breach of contract claim, a  
23 plaintiff must show four elements: (1) formation of a valid contract; (2) performance or excuse of  
24 performance by the plaintiff; (3) material breach by the defendant; and (4) damages.” *Laguerre v.*  
25 *Nevada Sys. of Higher Educ.*, 837 F. Supp. 2d 1176, 1180 (D. Nev. 2011).  
26

27 ///

28 ///



1           **COURT FURTHER FINDS** after review that “[w]aiver occurs where a party knows of an  
2 existing right and either actually intends to relinquish the right or exhibits conduct so inconsistent with  
3 an intent to enforce the right as to induce a reasonable belief that the right has been relinquished.”  
4 *Hudson v. Horseshoe Club Operating Co.*, 112 Nev. 446, 457 (1996).

5           **COURT FURTHER FINDS** after review that a genuine issue of fact remains regarding the  
6 existence of a waiver of the Release related to the underinsured motorist coverage under the Motorcycle  
7 Policy and regarding Plaintiff’s entitlement to the remainder such coverage.  
8

9           **COURT FURTHER FINDS** after review that a genuine issue of fact exists as to whether the  
10 exclusion of underinsured motorist coverage in the Mid-Century Policy is valid under NRS 687B.147  
11 and the elements set forth in *Bove v. Prudential Ins. Co. of Am.*, 106 Nev. 682.

12           **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
13 the Motion for Summary Judgment is hereby **DENIED** with respect to the Third Cause of Action in the  
14 Amended Complaint for Breach of Contract.

15           **FOURTH AND FIFTH CAUSES OF ACTION – TORTIOUS AND CONTRACTUAL BREACH**  
16           **OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

17           **COURT FURTHER FINDS** after review that a genuine issue of fact remains regarding  
18 whether the Release was waived with respect to the remainder of the underinsured motorist coverage and  
19 whether the stated exclusions of the underinsured motorist coverage are valid under NRS 687B.147 and  
20 the elements set forth in *Bove v. Prudential Ins. Co. of Am.*

21           **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
22 the Motion for Summary Judgment is hereby **DENIED** with respect to the Fourth and Fifth Causes of  
23 Action in the Amended Complaint for Tortious and Contractual Breaches of the Covenant of Good Faith  
24 and Fair Dealing.

25           ///

26           ///

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1                    **SIXTH AND SEVENTH CAUSES OF ACTION – FRAUDULENT AND INTENTIONAL**  
2                    **MISREPRESENTATION AND NEGLIGENT MISREPRESENTATION**

3                    **COURT FURTHER FINDS** after review that, because neither Defendant Foremost nor  
4 Defendant Mid-Century issued the Umbrella Policy, the Sixth and Seventh Causes of Action in  
5 Plaintiff's Amended Complaint fail to state a claim for which relief may be granted.

6                    **COURT FURTHER FINDS** after review that the "court may and should liberally allow an  
7 amendment to the pleadings if prejudice does not result." *Schwartz v. Schwartz*, 95 Nev. 202, 205  
8 (1979).

9                    **THEREFORE, COURT ORDERS** for good cause appearing and after review that the Sixth  
10 and Seventh Causes of Action set forth in the Amended Complaint are hereby **DISMISSED** under  
11 NRCP 12(b)(5) and Plaintiff's request for leave to amend the same is hereby **GRANTED**.

12                    **EIGHTH CAUSE OF ACTION – UNJUST ENRICHMENT**

13                    **COURT FURTHER FINDS** after review that a genuine issue of fact exists as to whether  
14 Plaintiff conferred a benefit on Defendants for the desired underinsured motorist coverage, which as  
15 discussed hereinabove are in dispute under the policies at issue in this case.

16                    **THEREFORE, COURT FURTHER ORDERS** for good cause appearing and after review that  
17 the Motion for Summary Judgment is hereby **DENIED** with respect to the Eighth Cause of Action in the  
18 Amended Complaint for Unjust Enrichment.

19                    **COURT FURTHER FINDS** after review that Plaintiff's Opposition, and the Declaration of  
20 Plaintiff's counsel attached thereto, sufficiently expresses the need for further discovery and how such  
21 discovery will lead to the creation of a genuine issue of material fact with respect to the First, Third and  
22 Fourth Claims for Relief in the Counter/Cross Claim and the Third, Fourth, Fifth and Eighth Causes of  
23 Action in the Amended Complaint.

24                    **COURT FURTHER ORDERS** for good cause appearing and after review that Plaintiff's  
25 request for relief under NRCP 56(d) for a continuance to take additional discovery is hereby **GRANTED**  
26 with respect to the First, Third and Fourth Claims for Relief in the Counter/Cross Claim and the Third,  
27 Fourth, Fifth and Eighth Causes of Action in the Amended Complaint.  
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**COURT FURTHER ORDERS** for good cause appearing and after review that the Status  
Check set for March 19, 2019 on Chambers Calendar is hereby **VACATED**.

DATED this 27 day of March, 2019.

Nancy L. Allf  
NANCY ALLF  
DISTRICT COURT JUDGE

*Steven D. Grierson*

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*

FILIPPO SCIARRATTA

Plaintiff(s)

vs.

JONAS STOSS, *et al.*

Defendant(s)

CASE NO.: A-17-756368

DEPARTMENT 27

**DECISION & ORDER**

**COURT FINDS** after review that on April 23, 2019 Defendants/Counter-Claimants Foremost, Mid-Century and Farmers Insurance Exchange's Rule 60 Motion For Relief from March 26, 2019 Order and Request For Clarification ("Motion for Relief") was filed with the Court and on May 17, 2019 Plaintiff's Countermotion to Reconsider the Court's Decision and Order ("Countermotion to Reconsider") was filed with the Court. The Motion for Relief and the Countermotion to Reconsider were set for hearing on June 6, 2019 at 10:00 a.m.

**COURT FURTHER FINDS** after review that the Court heard oral arguments on the Motion for Relief and Countermotion to Reconsider. The Court took the matter under submission and set a Status Check for June 18, 2019 on Chambers Calendar for the Court to issue a Decision.

**COURT ORDERS** for good cause appearing and after review that the Motion for Relief and the Countermotion to Reconsider are hereby **DENIED**, and the Status Check set for June 18, 2019 on Chambers Calendar is hereby **VACATED**.

DATED this 7 day of June, 2019.

*Nancy L. Alf*  
\_\_\_\_\_  
NANCY ALF  
DISTRICT COURT JUDGE

RECEIVED

JUN 18 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALF

DISTRICT COURT JUDGE

DEPT XXVII

*Steven D. Grierson*

DISTRICT COURT  
CLARK COUNTY, NEVADA

\* \* \* \*

FILIPPO SCIARRATTA

Plaintiff(s)

vs.

JONAS STOSS, *et al.*

Defendant(s)

CASE NO.: A-17-756368

DEPARTMENT 27

NOTICE OF ENTRY OF DECISION & ORDER

PLEASE TAKE NOTICE that a Decision & Order was entered in this action on or about June 17, 2019, a true and correct copy of which is attached hereto.

DATED June 17, 2019

*Nancy L Allf*

NANCY ALLF  
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of the foregoing was electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court's Electronic Filing Program.

*Karen Lawrence*

Karen Lawrence  
Judicial Executive Assistant

RECEIVED  
JUN 18 2019

CLERK OF THE COURT

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

DISTRICT COURT  
CLARK COUNTY, NEVADA  
\* \* \* \*

FILIPPO SCJARRATTA

Plaintiff(s)

vs.

JONAS STOSS, *et al.*

Defendant(s)

CASE NO.: A-17-756368

DEPARTMENT 27

**DECISION & ORDER**

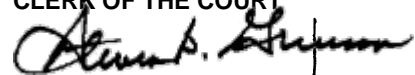
**COURT FINDS** after review that on April 23, 2019 Defendants/Counter-Claimants Foremost, Mid-Century and Farmers Insurance Exchange's Rule 60 Motion For Relief from March 26, 2019 Order and Request For Clarification ("Motion for Relief") was filed with the Court and on May 17, 2019 Plaintiff's Countermotion to Reconsider the Court's Decision and Order ("Countermotion to Reconsider") was filed with the Court. The Motion for Relief and the Countermotion to Reconsider were set for hearing on June 6, 2019 at 10:00 a.m.

**COURT FURTHER FINDS** after review that the Court heard oral arguments on the Motion for Relief and Countermotion to Reconsider. The Court took the matter under submission and set a Status Check for June 18, 2019 on Chambers Calendar for the Court to issue a Decision.

**COURT ORDERS** for good cause appearing and after review that the Motion for Relief and the Countermotion to Reconsider are hereby **DENIED**, and the Status Check set for June 18, 2019 on Chambers Calendar is hereby **VACATED**.

DATED this 7 day of June, 2019.

  
\_\_\_\_\_  
NANCY ALF  
DISTRICT COURT JUDGE



1 SAO  
2 David J. Feldman, Esq.  
3 Nevada Bar No. 5947  
4 John C. Dorame, Esq.  
5 Nevada Bar No. 10029  
6 THE FELDMAN FIRM  
7 8831 West Sahara Avenue  
8 Las Vegas, Nevada 89117  
9 Telephone: (702) 949-5096  
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dfeldman@feldmangraf.com  
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*Attorneys for Defendants Foremost Insurance  
Company/Mid-Century Insurance Company  
Attorneys for Defendants Foremost Insurance*

DISTRICT COURT

CLARK COUNTY, NEVADA

FILIPPO SCIARRATTA, an individual,  
Plaintiff,

Case No. A-17-756368-C

Dept. No. 27

vs.

JONAS STOSS, an individual; FOREMOST  
INSURANCE COMPANY GRAND RAPIDS  
MICHIGAN, a Michigan Corporation; MID-  
CENTURY INSURANCE, a California  
Corporation; and DOES I through X, inclusive; and  
ROE CORPORATIONS I through X, inclusive,

Defendants.

**STIPULATION AND PROPOSED  
ORDER RE ENTRY OF FINAL  
JUDGMENT ON SECOND AND  
FOURTH CLAIMS FOR RELIEF IN  
COUNTER/CROSS CLAIM**

FOREMOST INSURANCE COMPANY GRAND  
RAPIDS MICHIGAN, a Michigan Corporation;  
MID-CENTURY INSURANCE, LLC, a California  
Limited Liability Company; and FARMERS  
INSURANCE EXCHANGE, a California Inter-  
Insurance Exchange,

Counterclaimants,

vs.

FILIPPO SCIARRATA, an individual; and JONAS  
STOSS, an individual,

Counter/Cross Defendants.

1 Plaintiff Filippo Sciaratta ("Plaintiff"), by and through his counsel of record, Jordan P. Schnitzer of  
2 THE SCHNITZER LAW FIRM and Defendants/Counterclaimants, Foremost Insurance Company Grand  
3 Rapids Michigan, Mid-Century and Farmers Insurance Exchange (collectively, the "Farmers Entities"), by  
4 and through their counsel of record, Gena L. Sluga, Esq. of CHRISTIAN, KRAVITZ, DICHTER,  
5 JOHNSON & SLUGA, PLLC and David J. Feldman, Esq. of THE FELDMAN FIRM, and Jonas Stoss  
6 ("Stoss"), by and through his counsel of record, Philip R. Emerson of EMERSON LAW GROUP, hereby  
7 stipulate as follows:  
8

9  
10 1. This action arises out of a June 3, 2015 motorcycle accident in which Plaintiff sustained  
11 injuries while riding as a passenger on his own motorcycle. Defendant Stoss, the cousin of Plaintiff's wife,  
12 Cynthia Sciaratta ("Cynthia") was driving the motorcycle at the time of the accident, and Plaintiff rode  
13 behind him as a passenger.

14 2. The original June 2, 2017 Complaint included theories of tort liability against Cynthia and  
15 Stoss, which included: 1: Negligence Per Se (against Stoss); 2: Negligence (against Stoss); and 3: Negligent  
16 Entrustment (against Cynthia). On September 20, 2017, Plaintiff dismissed Cynthia from the action pursuant  
17 to NCRP 41(a)(1).  
18

19 3. In the January 12, 2018 Amended Complaint, Plaintiff introduced six claims against two of  
20 the three Farmers Entities he had engaged in coverage discussions:

- 21 • Count three (the first): Breach of Contract- FOREMOST and MID-CENTURY
- 22 • Count three (the second): Tortious Breach of the Covenant of Good Faith and Fair Dealing – FOREMOST and MID-CENTURY
- 23 • Count four: Contractual Breach of the Covenant of Good Faith and Fair Dealing – MID-CENTURY
- 24 • Count five: Fraudulent and Intentional Misrepresentation – MID-CENTURY
- 25 • Count six: Negligent Misrepresentation – MID-CENTURY
- 26 • Count seven: Unjust Enrichment –MID-CENTURY and FOREMOST
- 27
- 28



1           4.     In connection with their Answer to the Amended Complaint, the Farmers Entities brought  
2 the following four cross- and counterclaims against Plaintiff and Stoss:

- 3       • DECLARATORY JUDGMENT – CONSTRUCTION OF MAY 12, 2017 RELEASE
- 4       • DECLARATORY JUDGMENT – UMBRELLA POLICY
- 5       • DECLARATORY JUDGMENT – FOREMOST MOTORCYCLE POLICY
- 6       • DECLARATORY JUDGMENT – MID-CENTURY AUTO POLICY

7           5.     On January 25, 2019, the Farmers Entities brought before the Court their Motion for  
8 Summary Judgment, in which they sought judgment in their favor on all claims at issue in this litigation.  
9 The matter was heard on February 28, 2019, at which time this Court took the matter under advisement.

10          6.     On March 26, 2019, this Court issued its Decision and Order on the Farmers Entities' Motion.  
11 In so doing, this Court granted the Motion with respect to the Second Claim for Relief in the Counter/Cross  
12 Claim related to the Farmers Insurance Exchange umbrella policy. In addition, this Court denied the Motion  
13 with respect to Fourth Claim for Relief in the Counter/Cross Claim related to the Mid-Century Policy  
14 involving the family exclusion codified in NRS 687B.147.

15          7.     Plaintiff intends to appeal this Court's decision with respect to the Second Claim for Relief  
16 in the Counter/Cross Claim related to the umbrella policy. The Farmers Entities intend to appeal this Court's  
17 decision with respect to Fourth Claim for Relief in the Counter/Cross Claim related to the Mid-Century  
18 Policy.  
19

20          8.     The parties agree that because an appeal will be filed from these final rulings, and the rulings  
21 may impact remaining issues in the case, it is prudent to stay litigation on the remaining claims until after  
22 appellate review has been completed. Therefore, the parties believe that entry of a final order pursuant to  
23 Nevada Rule of Civil Procedure ("NRCP") 54(b) on the Second and Fourth Claims for Relief in the  
24 Counter/Cross Claim is appropriate. The parties further agree that entry of a final order pursuant to NRCP  
25 54(b) would enable Plaintiff and the Farmers Entities to appeal as of right.  
26  
27  
28

1           9.     The parties further ask this Court to enter a final judgment as to fewer than all the claims in  
2 the case and to order that there is no just reason to delay appellate review. *See e.g. Hallicrafters Co. v.*  
3 *Moore*, 102 Nev. 526, 528, 728 P.2d 441, 442 (1986)(holding “NRCP 54(b) provides that a judgment or  
4 order of the district court which completely removes a party or a claim from a pending action may be  
5 certified as final ‘only upon an express determination that there is *no just reason for delay*....’” (Emphasis  
6 in original.); *Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 922, 605 P.2d 196, 197 (1979)(“[t]he court may,  
7 however, direct the entry of a final judgment as to fewer than all parties and make an express determination  
8 that there is no reason for delay and direct the entry of judgment.”); *Mallin v. Farmers Ins. Exch.*, 106 Nev.  
9 606, 610, 797 P.2d 978, 981 (1990), *overruled on other grounds by Matter of Estate of Sarge*, 134 Nev.  
10 Adv. Op. 105, 432 P.3d 718 (2018)(holding “NRCP 54(b) clearly contemplates certification of a judgment  
11 resolving a claim or removing a party.”)<sup>1</sup>  
12

13           10.    Accordingly, the parties request the Court enter an order as follows:  
14

- 15           a.     Final judgment is entered in favor of the Farmers Entities with respect to the Second  
16                 Claim for Relief in the Counter/Cross Claim related to the Farmers Insurance  
17                 Exchange umbrella policy for the reasons set forth in the Court’s March 26, 2019  
18                 Decision and Order regarding the Farmers Entities’ Motion for Summary Judgment.
- 19           b.     Final judgment is entered in favor of Plaintiff Filippo Sciarratta with respect to Fourth  
20                 Claim for Relief in the Counter/Cross Claim related to the Mid-Century Policy  
21                 regarding NRS 687B.147 for the reasons set forth in the Court’s March 26, 2019  
22                 Decision and Order regarding the Farmers Entities’ Motion for Summary Judgment.  
23  
24

25                 <sup>1</sup> In this regard, NRCP 54(b) provides in relevant part:  
26

27                 When an action presents more than one claim for relief--whether as a claim, counterclaim, crossclaim, or third-  
28                 party claim--or when multiple parties are involved, the court may direct entry of a final judgment as to one or  
                  more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for  
                  delay.

- 1 c. The Court expressly determines that there is no just reason to delay appellate review.
- 2 d. Further proceedings on all remaining claims in this litigation shall be stayed with
- 3 respect to all parties to this action, pending the conclusion of all appeals in this case.
- 4 This provision shall not preclude an action to enforce any other orders entered by
- 5 this Court. This provision also shall not preclude any negotiated settlement between
- 6 any or all of the parties, or entry of any court orders applicable to such a settlement.
- 7

8 WHEREFORE, the parties request that the Court enter the attached proposed order.

9 Dated: 8/15/19

Dated: 08/15/2019

10 By [Signature] <sup>14927</sup>

11 PHILLIP R. EMERSON, ESQ.

12 Nevada Bar No. 5940

13 EMERSON LAW GROUP

14 1055 Whitney Ranch Drive

15 Suite 120

16 Henderson, Nevada 89014

By [Signature]

JORDAN P. SCHNITZER, ESQ.

Nevada Bar No. 10744

THE SCHNITZER LAW FIRM

9205 West Russell Road

Suite 240

Las Vegas, Nevada 89117

17 Dated: 8/15/19

Dated: 8/15/19

18 By [Signature]

19 DAVID J. FELDMAN, ESQ.

20 Nevada Bar No. 5947 <sup>John C. Dorame</sup>

21 THE FELDMAN FIRM <sup>Bar #10029</sup>

22 8831 West Sahara Avenue

23 Las Vegas, Nevada 89117

By [Signature]

GENA L. SLUGA, ESQ. <sup>Cara Christian</sup>

Nevada Bar No. 9910 <sup>Bar # 014356</sup>

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1 **ORDR**

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3 Nevada Bar No. 5947

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dfeldman@feldmangraf.com

jdorame@feldmanattorneys.com

*Attorneys for Defendants Foremost Insurance*

*Company/Mid-Century Insurance Company*

*Attorneys for Defendants Foremost Insurance*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 FILIPPO SCIARRATTA, an individual,

13 Plaintiff,

14 vs.

15 JONAS STOSS, an individual; FOREMOST  
16 INSURANCE COMPANY GRAND RAPIDS  
17 MICHIGAN, a Michigan Corporation; MID-  
18 CENTURY INSURANCE, a California  
Corporation; and DOES I through X, inclusive; and  
ROE CORPORATIONS I through X, inclusive,

19 Defendants.

20 FOREMOST INSURANCE COMPANY GRAND  
21 RAPIDS MICHIGAN, a Michigan Corporation;  
22 MID-CENTURY INSURANCE, LLC, a California  
Limited Liability Company; and FARMERS  
INSURANCE EXCHANGE, a California Inter-  
Insurance Exchange,

23 Counterclaimants,

24 vs.

25 FILIPPO SCIARRATA, an individual; and JONAS  
26 STOSS, an individual,

27 Counter/Cross Defendants.  
28

Case No. A-17-756368-C

Dept. No. 27

**ORDER RE ENTRY OF FINAL  
JUDGMENT ON SECOND AND  
FOURTH CLAIMS FOR RELIEF IN  
COUNTER/CROSS CLAIM**

1           This matter having come before the Court upon the parties' Stipulation re Entry of Final Judgment  
2  
3 on the Second and Fourth Claims for Relief in the Counter/Cross Claim pursuant to Nevada Rule of Civil  
4 Procedure ("NRCPP") 54(b) and the Court being fully advised in the premises, IT IS HEREBY ORDERED  
5 that:

6           1.       Final judgment is entered in favor of the Farmers Entities with respect to the Second Claim  
7 for Relief in the Counter/Cross Claim related to the Farmers Insurance Exchange umbrella policy for the  
8 reasons set forth in the Court's March 26, 2019 Decision and Order regarding the Farmers Entities' Motion  
9 for Summary Judgment.  
10

11           2.       Final judgment is entered in favor of Plaintiff with respect to Fourth Claim for Relief in the  
12 Counter/Cross Claim related to the Mid-Century Policy for the reasons set forth in the Court's March 26,  
13 2019 Decision and Order regarding the Farmers Entities' Motion for Summary Judgment.

14           3.       The Court expressly directs that this judgment constitutes a final order of the Court with  
15 respect to fewer than all of the claims in this case. This judgment is a final order with respect to the Second  
16 Claim for Relief in the Counter/Cross Claim related to the umbrella policy and the Fourth Claim for Relief  
17 in the Counter/Cross Claim related to the Mid-Century Policy only. All other claims in this litigation remain  
18 pending.  
19

20           4.       The Court expressly determines that there is no just reason to delay appellate review. *See e.g.*  
21 *Hallicrafters Co. v. Moore*, 102 Nev. 526, 528, 728 P.2d 441, 442 (1986)(holding "NRCPP 54(b) provides  
22 that a judgment or order of the district court which completely removes a party or a claim from a pending  
23 action may be certified as final 'only upon an express determination that there is *no just reason for delay*....'"  
24 (Emphasis in original.); *Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 922, 605 P.2d 196, 197 (1979)("[t]he  
25 court may, however, direct the entry of a final judgment as to fewer than all parties and make an express  
26 determination that there is no reason for delay and direct the entry of judgment.");  
27  
28

1 *Mallin v. Farmers Ins. Exch.*, 106 Nev. 606, 610, 797 P.2d 978, 981 (1990), *overruled on other grounds*  
2 *by Matter of Estate of Sarge*, 134 Nev. Adv. Op. 105, 432 P.3d 718 (2018)(holding "NRCP 54(b) clearly  
3 contemplates certification of a judgment resolving a claim or removing a party.")<sup>1</sup>


4 5. Further proceedings on all remaining claims in this litigation shall be stayed with respect to  
5 all parties to this action, pending the conclusion of all appeals in this case. This provision shall not preclude  
6 an action to enforce any other orders entered by this Court. This provision also shall not preclude any  
7 negotiated settlement between any or all of the parties, or entry of any court orders applicable to such a  
8 settlement.  
9

10 **IT IS SO ORDERED.**

11 DATED this 26 day of August, 2019.  
12

13   
14 DISTRICT COURT JUDGE

15 **Respectfully Submitted by:**

16  
17 BY:   
18 David J. Feldman, Esq.  
19 Nevada Bar No. 5947  
20 John C. Dorame, Esq.  
21 Nevada Bar No. 10029  
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28 jdorame@feldmanattorneys.com  
*Attorneys for Defendants Foremost Insurance*

<sup>1</sup> In this regard, NRCP 54(b) provides in relevant part:


When an action presents more than one claim for relief--whether as a claim, counterclaim, crossclaim, or third-party claim--or when multiple parties are involved, the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for delay.

1 *Company/Mid-Century Insurance Company*

2 CHRISTIAN, KRAVITZ, DICHTER, JOHNSON  
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4 BY:   
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9 *Attorney for Defendants Foremost Insurance Company*  
10 *Grand Rapids Michigan and Mid-Century Insurance Company*

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16 *Attorney for Plaintiff*

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15 *Grand Rapids Michigan and Mid-Century Insurance Company*

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23 *Attorney for Plaintiff*

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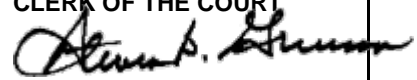
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**EIGHTH JUDICIAL DISTRICT COURT**

**STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK**

FILIPPO SCIARRATTA, an individual,

Plaintiff,

vs.

JONAS STOSS, an individual; FOREMOST  
INSURANCE COMPANY GRAND RAPIDS  
MICHIGAN, a Michigan Corporation; MID-  
CENTURY INSURANCE, a California  
Corporation; and DOES I through X, inclusive;  
and ROE CORPORATIONS I through X,  
inclusive,

Defendants.

FOREMOST INSURANCE COMPANY  
GRAND RAPIDS MICHIGAN, a Michigan  
Corporation; MID-CENTURY INSURANCE,  
LLC, a California Limited Liability Company;  
and FARMERS INSURANCE EXCHANGE, a  
California Inter-Insurance Exchange,

Counterclaimants,

vs.

FILIPPO SCIARRATA, an individual; and  
JONAS STOSS, an individual,

Counter/Cross Defendants.

Case No.: A-17-7568368-C

Dept. No. 28

**NOTICE OF ENTRY OF  
ORDER**

1 PLEASE TAKE NOTICE that an an Order re Entry of Final Judgment on Second  
2 and Fourth Claims for Relief in Counter/Cross Claim was entered on August 28, 2018. A  
3 copy of said Order is attached.  
4

5 DATED this 29<sup>th</sup> day of August, 2019.

6 THE FELDMAN FIRM  
7

8 By: /s/ David Feldman

9 David J. Feldman, Esq.

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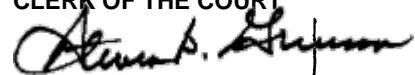
17 *Company/Mid-Century Insurance*

18 *Company*  
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An Employee of THE FELDMAN FIRM



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Attorneys for Defendants Foremost Insurance*

DISTRICT COURT

CLARK COUNTY, NEVADA

FILIPPO SCIARRATTA, an individual,  
Plaintiff,

Case No. A-17-756368-C

Dept. No. 27

vs.

JONAS STOSS, an individual; FOREMOST  
INSURANCE COMPANY GRAND RAPIDS  
MICHIGAN, a Michigan Corporation; MID-  
CENTURY INSURANCE, a California  
Corporation; and DOES I through X, inclusive; and  
ROE CORPORATIONS I through X, inclusive,

Defendants.

**STIPULATION AND PROPOSED  
ORDER RE ENTRY OF FINAL  
JUDGMENT ON SECOND AND  
FOURTH CLAIMS FOR RELIEF IN  
COUNTER/CROSS CLAIM**

FOREMOST INSURANCE COMPANY GRAND  
RAPIDS MICHIGAN, a Michigan Corporation;  
MID-CENTURY INSURANCE, LLC, a California  
Limited Liability Company; and FARMERS  
INSURANCE EXCHANGE, a California Inter-  
Insurance Exchange,

Counterclaimants,

vs.

FILIPPO SCIARRATA, an individual; and JONAS  
STOSS, an individual,

Counter/Cross Defendants.

1 Plaintiff Filippo Sciarratta ("Plaintiff"), by and through his counsel of record, Jordan P. Schnitzer of  
2 THE SCHNITZER LAW FIRM and Defendants/Counterclaimants, Foremost Insurance Company Grand  
3 Rapids Michigan, Mid-Century and Farmers Insurance Exchange (collectively, the "Farmers Entities"), by  
4 and through their counsel of record, Gena L. Sluga, Esq. of CHRISTIAN, KRAVITZ, DICHTER,  
5 JOHNSON & SLUGA, PLLC and David J. Feldman, Esq. of THE FELDMAN FIRM, and Jonas Stoss  
6 ("Stoss"), by and through his counsel of record, Philip R. Emerson of EMERSON LAW GROUP, hereby  
7 stipulate as follows:  
8

9  
10 1. This action arises out of a June 3, 2015 motorcycle accident in which Plaintiff sustained  
11 injuries while riding as a passenger on his own motorcycle. Defendant Stoss, the cousin of Plaintiff's wife,  
12 Cynthia Sciarratta ("Cynthia") was driving the motorcycle at the time of the accident, and Plaintiff rode  
13 behind him as a passenger.

14 2. The original June 2, 2017 Complaint included theories of tort liability against Cynthia and  
15 Stoss, which included: 1: Negligence Per Se (against Stoss); 2: Negligence (against Stoss); and 3: Negligent  
16 Entrustment (against Cynthia). On September 20, 2017, Plaintiff dismissed Cynthia from the action pursuant  
17 to NCRP 41(a)(1).  
18

19 3. In the January 12, 2018 Amended Complaint, Plaintiff introduced six claims against two of  
20 the three Farmers Entities he had engaged in coverage discussions:

- 21 • Count three (the first): Breach of Contract- FOREMOST and MID-CENTURY
- 22 • Count three (the second): Tortious Breach of the Covenant of Good Faith and Fair Dealing – FOREMOST and MID-CENTURY
- 23 • Count four: Contractual Breach of the Covenant of Good Faith and Fair Dealing – MID-CENTURY
- 24 • Count five: Fraudulent and Intentional Misrepresentation – MID-CENTURY
- 25 • Count six: Negligent Misrepresentation – MID-CENTURY
- 26 • Count seven: Unjust Enrichment –MID-CENTURY and FOREMOST
- 27
- 28

1           4.     In connection with their Answer to the Amended Complaint, the Farmers Entities brought  
2 the following four cross- and counterclaims against Plaintiff and Stoss:

- 3       • DECLARATORY JUDGMENT – CONSTRUCTION OF MAY 12, 2017 RELEASE
- 4       • DECLARATORY JUDGMENT – UMBRELLA POLICY
- 5       • DECLARATORY JUDGMENT – FOREMOST MOTORCYCLE POLICY
- 6       • DECLARATORY JUDGMENT – MID-CENTURY AUTO POLICY

7           5.     On January 25, 2019, the Farmers Entities brought before the Court their Motion for  
8 Summary Judgment, in which they sought judgment in their favor on all claims at issue in this litigation.  
9 The matter was heard on February 28, 2019, at which time this Court took the matter under advisement.

10          6.     On March 26, 2019, this Court issued its Decision and Order on the Farmers Entities' Motion.  
11 In so doing, this Court granted the Motion with respect to the Second Claim for Relief in the Counter/Cross  
12 Claim related to the Farmers Insurance Exchange umbrella policy. In addition, this Court denied the Motion  
13 with respect to Fourth Claim for Relief in the Counter/Cross Claim related to the Mid-Century Policy  
14 involving the family exclusion codified in NRS 687B.147.

15          7.     Plaintiff intends to appeal this Court's decision with respect to the Second Claim for Relief  
16 in the Counter/Cross Claim related to the umbrella policy. The Farmers Entities intend to appeal this Court's  
17 decision with respect to Fourth Claim for Relief in the Counter/Cross Claim related to the Mid-Century  
18 Policy.  
19

20          8.     The parties agree that because an appeal will be filed from these final rulings, and the rulings  
21 may impact remaining issues in the case, it is prudent to stay litigation on the remaining claims until after  
22 appellate review has been completed. Therefore, the parties believe that entry of a final order pursuant to  
23 Nevada Rule of Civil Procedure ("NRCP") 54(b) on the Second and Fourth Claims for Relief in the  
24 Counter/Cross Claim is appropriate. The parties further agree that entry of a final order pursuant to NRCP  
25 54(b) would enable Plaintiff and the Farmers Entities to appeal as of right.  
26  
27  
28

1           9.     The parties further ask this Court to enter a final judgment as to fewer than all the claims in  
2 the case and to order that there is no just reason to delay appellate review. *See e.g. Hallicrafters Co. v.*  
3 *Moore*, 102 Nev. 526, 528, 728 P.2d 441, 442 (1986)(holding “NRCP 54(b) provides that a judgment or  
4 order of the district court which completely removes a party or a claim from a pending action may be  
5 certified as final ‘only upon an express determination that there is *no just reason for delay*....’” (Emphasis  
6 in original.); *Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 922, 605 P.2d 196, 197 (1979)(“[t]he court may,  
7 however, direct the entry of a final judgment as to fewer than all parties and make an express determination  
8 that there is no reason for delay and direct the entry of judgment.”); *Mallin v. Farmers Ins. Exch.*, 106 Nev.  
9 606, 610, 797 P.2d 978, 981 (1990), *overruled on other grounds by Matter of Estate of Sarge*, 134 Nev.  
10 Adv. Op. 105, 432 P.3d 718 (2018)(holding “NRCP 54(b) clearly contemplates certification of a judgment  
11 resolving a claim or removing a party.”)<sup>1</sup>  
12

13           10.    Accordingly, the parties request the Court enter an order as follows:  
14

- 15           a.     Final judgment is entered in favor of the Farmers Entities with respect to the Second  
16                 Claim for Relief in the Counter/Cross Claim related to the Farmers Insurance  
17                 Exchange umbrella policy for the reasons set forth in the Court’s March 26, 2019  
18                 Decision and Order regarding the Farmers Entities’ Motion for Summary Judgment.
- 19           b.     Final judgment is entered in favor of Plaintiff Filippo Sciarratta with respect to Fourth  
20                 Claim for Relief in the Counter/Cross Claim related to the Mid-Century Policy  
21                 regarding NRS 687B.147 for the reasons set forth in the Court’s March 26, 2019  
22                 Decision and Order regarding the Farmers Entities’ Motion for Summary Judgment.  
23  
24

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25           <sup>1</sup> In this regard, NRCP 54(b) provides in relevant part:  
26

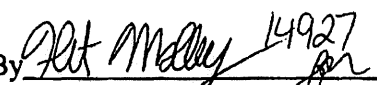
27                 When an action presents more than one claim for relief--whether as a claim, counterclaim, crossclaim, or third-  
28                 party claim--or when multiple parties are involved, the court may direct entry of a final judgment as to one or  
                  more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for  
                  delay.

- 1 c. The Court expressly determines that there is no just reason to delay appellate review.
- 2 d. Further proceedings on all remaining claims in this litigation shall be stayed with
- 3 respect to all parties to this action, pending the conclusion of all appeals in this case.
- 4 This provision shall not preclude an action to enforce any other orders entered by
- 5 this Court. This provision also shall not preclude any negotiated settlement between
- 6 any or all of the parties, or entry of any court orders applicable to such a settlement.
- 7

8 WHEREFORE, the parties request that the Court enter the attached proposed order.

9 Dated: 8/15/19

Dated: 08/15/2019

10 By 

11 PHILLIP R. EMERSON, ESQ.


12 Nevada Bar No. 5940

13 EMERSON LAW GROUP

14 1055 Whitney Ranch Drive

15 Suite 120

16 Henderson, Nevada 89014

By 

JORDAN P. SCHNITZER, ESQ.

Nevada Bar No. 10744

THE SCHNITZER LAW FIRM

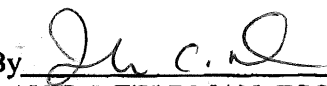
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17 Dated: 8/15/19

Dated: 8/15/19

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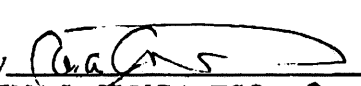
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9 *Attorneys for Defendants Foremost Insurance*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 FILIPPO SCIARRATTA, an individual,

13 Plaintiff,

14 vs.

15 JONAS STOSS, an individual; FOREMOST  
16 INSURANCE COMPANY GRAND RAPIDS  
17 MICHIGAN, a Michigan Corporation; MID-  
CENTURY INSURANCE, a California  
18 Corporation; and DOES I through X, inclusive; and  
ROE CORPORATIONS I through X, inclusive,

19 Defendants.

20 FOREMOST INSURANCE COMPANY GRAND  
21 RAPIDS MICHIGAN, a Michigan Corporation;  
22 MID-CENTURY INSURANCE, LLC, a California  
Limited Liability Company; and FARMERS  
INSURANCE EXCHANGE, a California Inter-  
Insurance Exchange,

23 Counterclaimants,

24 vs.

25 FILIPPO SCIARRATA, an individual; and JONAS  
26 STOSS, an individual,

27 Counter/Cross Defendants.

Case No. A-17-756368-C

Dept. No. 27

**ORDER RE ENTRY OF FINAL  
JUDGMENT ON SECOND AND  
FOURTH CLAIMS FOR RELIEF IN  
COUNTER/CROSS CLAIM**

1 This matter having come before the Court upon the parties' Stipulation re Entry of Final Judgment  
2 on the Second and Fourth Claims for Relief in the Counter/Cross Claim pursuant to Nevada Rule of Civil  
3 Procedure ("NRCPP") 54(b) and the Court being fully advised in the premises, IT IS HEREBY ORDERED  
4 that:  
5

6 1. Final judgment is entered in favor of the Farmers Entities with respect to the Second Claim  
7 for Relief in the Counter/Cross Claim related to the Farmers Insurance Exchange umbrella policy for the  
8 reasons set forth in the Court's March 26, 2019 Decision and Order regarding the Farmers Entities' Motion  
9 for Summary Judgment.  
10

11 2. Final judgment is entered in favor of Plaintiff with respect to Fourth Claim for Relief in the  
12 Counter/Cross Claim related to the Mid-Century Policy for the reasons set forth in the Court's March 26,  
13 2019 Decision and Order regarding the Farmers Entities' Motion for Summary Judgment.

14 3. The Court expressly directs that this judgment constitutes a final order of the Court with  
15 respect to fewer than all of the claims in this case. This judgment is a final order with respect to the Second  
16 Claim for Relief in the Counter/Cross Claim related to the umbrella policy and the Fourth Claim for Relief  
17 in the Counter/Cross Claim related to the Mid-Century Policy only. All other claims in this litigation remain  
18 pending.  
19

20 4. The Court expressly determines that there is no just reason to delay appellate review. *See e.g.*  
21 *Hallicrafters Co. v. Moore*, 102 Nev. 526, 528, 728 P.2d 441, 442 (1986)(holding "NRCPP 54(b) provides  
22 that a judgment or order of the district court which completely removes a party or a claim from a pending  
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2 *by Matter of Estate of Sarge*, 134 Nev. Adv. Op. 105, 432 P.3d 718 (2018)(holding “NRC 54(b) clearly  
3 contemplates certification of a judgment resolving a claim or removing a party.”)<sup>1</sup>


4 5. Further proceedings on all remaining claims in this litigation shall be stayed with respect to  
5 all parties to this action, pending the conclusion of all appeals in this case. This provision shall not preclude  
6 an action to enforce any other orders entered by this Court. This provision also shall not preclude any  
7 negotiated settlement between any or all of the parties, or entry of any court orders applicable to such a  
8 settlement.  
9

10 **IT IS SO ORDERED.**

11 DATED this 26 day of August, 2019.

12  
13   
14 DISTRICT COURT JUDGE

15 **Respectfully Submitted by:**

16  
17 BY:   
18 David J. Feldman, Esq.  
19 Nevada Bar No. 5947  
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<sup>1</sup> In this regard, NRC 54(b) provides in relevant part:

When an action presents more than one claim for relief—whether as a claim, counterclaim, crossclaim, or third-party claim—or when multiple parties are involved, the court may direct entry of a final judgment as to one or more, but fewer than all, claims or parties only if the court expressly determines that there is no just reason for delay.

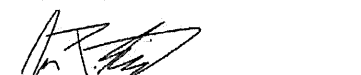
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15 *Grand Rapids Michigan and Mid-Century Insurance Company*

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15 *Grand Rapids Michigan and Mid-Century Insurance Company*

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27 Tiffany Auber, Esq.

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*Attorneys for Defendant Jonas Stoss*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Negligence - Auto**

**COURT MINUTES**

**January 03, 2018**

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A-17-756368-C      Filippo Sciarratta, Plaintiff(s)  
vs.  
Jonas Stoss, Defendant(s)

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**January 03, 2018      3:00 AM      Motion to Amend  
Complaint**

**HEARD BY:** Israel, Ronald J.

**COURTROOM:** RJC Courtroom 15C

**COURT CLERK:** Kathy Thomas

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- Upon review of the papers and pleadings on file in this Matter, the Motion to Amend Complaint, There being good cause appearing, COURT ORDERED, motion GRANTED and signed order in chambers 01/03/18.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Phillip Emerson, Esq. and Jordan Schnitzer, Esq. kk 01/04/18.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Negligence - Auto**

**COURT MINUTES**

**June 13, 2018**

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A-17-756368-C      Filippo Sciarratta, Plaintiff(s)  
vs.  
Jonas Stoss, Defendant(s)

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**June 13, 2018      9:30 AM      Motion for More Definite  
Statement**

**HEARD BY:** Allf, Nancy

**COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn Griffiths

**REPORTER:**

**PARTIES**

**PRESENT:**      Schnitzer, Jordan      Attorney  
                         Sluga, Gena L.      Attorney

**JOURNAL ENTRIES**

- Hayley N. Bennett, Esq. present on behalf of Defendant Jonas Stoss.

Arguments by Mr. Schnitzer and Ms. Sluga regarding the merits of and opposition to the motion. Ms. Bennett stated she had nothing to add. Court stated its findings and ORDERED, Plaintiff's Motion for More Definite Statement and Motion to Strike DENIED. Ms. Sluga to prepare the order and submit it to other counsel for approval.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Negligence - Auto**

**COURT MINUTES**

**February 20, 2019**

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A-17-756368-C      Filippo Sciarratta, Plaintiff(s)  
vs.  
Jonas Stoss, Defendant(s)

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**February 20, 2019**

**3:00 AM**

**Minute Order**

**Minute Order:  
Plaintiff's Motion to  
Exceed Brief Size on  
Order Shortening  
Time set on 2/21/2019  
GRANTED and  
VACATED**

**HEARD BY:** Allf, Nancy

**COURTROOM:** No Location

**COURT CLERK:** Nicole McDevitt

**RECORDER:**

**REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review on February 14, 2019, the Plaintiff s Motion to Exceed Brief Size on Order Shortening Time ( Motion ) was filed with the Court and the matter was set on Motions Calendar for February 21, 2019 at 9:30 a.m. All oppositions to the Motion were required to be filed by 5:00 p.m. on February 19, 2019.

COURT FURTHER FINDS after review that the Motion was served electronically upon Plaintiff on February 12, 2019 pursuant to the Certificate of Service attached thereto.

COURT FURTHER FINDS after review EDCR 2.20(e) provides in relevant part: Failure of the opposing party to serve and file written opposition may be construed as an admission that the motion and/or joinder is meritorious and a consent to granting the same.



COURT FURTHER FINDS after review no oppositions to the Motion have been filed.

COURT ORDERS for good cause appearing and after review pursuant to the merits of the Motion and EDCR 2.20(e), the Motion is hereby GRANTED and the hearing set on Motions Calendar for February 21, 2019 at 9:30 a.m. is hereby VACATED. Movant to prepare the Order in compliance with EDCR 7.21.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Nicole McDevitt, to all registered parties for Odyssey File & Serve. /nm 2/10/2019

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Negligence - Auto**

**COURT MINUTES**

**February 28, 2019**

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A-17-756368-C      Filippo Sciarratta, Plaintiff(s)  
vs.  
Jonas Stoss, Defendant(s)

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**February 28, 2019      10:30 AM      Motion for Summary  
Judgment**

**HEARD BY:** Allf, Nancy

**COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Natalie Ortega

**RECORDER:** Brynn Griffiths

**REPORTER:**

**PARTIES**

**PRESENT:**      Schnitzer, Jordan      Attorney  
                 Sluga, Gena L.      Attorney

**JOURNAL ENTRIES**

- Arguments by counsel regarding the merits of the motion. COURT ORDERED, matter TRAILED.

MATTER RECALLED. All parties present as before. Further arguments by counsel. COURT ORDERED, matter UNDER SUBMISSION.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

Negligence - Auto

COURT MINUTES

March 12, 2019

A-17-756368-C      Filippo Sciarratta, Plaintiff(s)  
vs.  
Jonas Stoss, Defendant(s)

<b>March 12, 2019</b>	<b>3:00 AM</b>	<b>Status Check</b>	<b>Status Check: Defendants/Counter- And Cross-Claimants Foremost Insurance Company, Mid- Century Insurance Company and Farmers Insurance Exchange's Motion For Summary Judgment</b>
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**HEARD BY:** Alf, Nancy**COURTROOM:** No Location**COURT CLERK:** Andrea Natali**RECORDER:****REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- COURT FINDS after review that on January 25, 2019 Defendants/Counter- And Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Motion For Summary Judgment ("Motion") was filed with the Court and the matter was set for hearing before the Court on February 28, 2019.

COURT FURTHER FINDS after review that the Court heard oral arguments on the Motion on February 28, 2019. The Court took the matter under submission and set a Status Check for March 12, 2019 on Chambers Calendar for the Court to issue its decision.

COURT ORDERS for good cause appearing and after review the date set for the Court to issue a Decision on the Motion is hereby CONTINUED to March 19, 2019; the Court will either release a Decision by March 19, 2019 at 5:00 p.m., or provide a prospective future date to expect it.

CONTINUED TO: 3/19/19 (CHAMBERS)

CLERK'S NOTE: Counsel are to ensure a copy of the forgoing minute order is distributed to all interested parties; additionally, a copy of the foregoing minute order was distributed to the registered service recipients via Odyssey eFileNV E-Service (3/12/19 amn).

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Negligence - Auto**

**COURT MINUTES**

**March 14, 2019**

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A-17-756368-C      Filippo Sciarratta, Plaintiff(s)  
vs.  
Jonas Stoss, Defendant(s)

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**March 14, 2019      9:30 AM      Motion to Compel**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Brynn Griffiths

**REPORTER:**

**PARTIES**

**PRESENT:**      Feldman, David J      Attorney  
                 Schnitzer, Jordan      Attorney  
                 Sluga, Gena L.      Attorney

**JOURNAL ENTRIES**

- Tiffany Auber, Esq. present for Defendant Jonas Stoss.

Arguments by Mr. Schnitzer and Ms. Sluga regarding the merits of and opposition to the motion. COURT ORDERED, Plaintiff's Motion to Compel GRANTED IN PART as to request numbers three, six, seven, eight, nine, eleven, twelve and DENIED IN PART as to request numbers four and five. Mr. Schnitzer to prepare the order and provide it to opposing counsel for approval as to form and content.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Negligence - Auto****COURT MINUTES****June 06, 2019**

A-17-756368-C      Filippo Sciarratta, Plaintiff(s)  
                                  vs.  
                                  Jonas Stoss, Defendant(s)

**June 06, 2019****10:00 AM****All Pending Motions****HEARD BY:** Allf, Nancy**COURTROOM:** RJC Courtroom 03A**COURT CLERK:** Nicole McDevitt**RECORDER:** Brynn Griffiths**REPORTER:****PARTIES**

<b>PRESENT:</b>	Dorame, John C.	Attorney
	Molloy, Kristen A.	Attorney
	Schnitzer, Jordan	Attorney
	Sluga, Gena L.	Attorney

**JOURNAL ENTRIES**

- DEFENDANTS/COUNTER-CLAIMANTS' RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION...PLAINTIFF'S OPPOSITION TO DEFENDANTS/COUNTER-AND CROSS-CLAIMANTS FOREMOST INSURANCE COMPANY, MID-CENTURY INSURANCE COMPANY AND FARMERS INSURANCE EXCHANGE'S RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION AND PLAINTIFF'S MOTION TO RECONSIDER THE COURT'S DECISION AND ORDER

Court noted its inclined ruling as to the motions. Arguments by Ms. Sluga and Mr. Schnitzer regarding the merits of and opposition to the motion. COURT ORDERED, Defendants/Counter-Claimants' Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Plaintiff's Opposition to Defendants/Counter-and Cross-Claimants Foremost Insurance Company, Mid-Century Insurance Company and Farmers Insurance Exchange's Rule 60 Motion for Relief from March 26, 2019 Order and Request for Clarification and Plaintiff's Motion to Reconsider the Court's Decision and Order TAKEN UNDER ADVISEMENT for Court to re-review matter. COURT FURTHER ORDERED, status check SET on chambers calendar for decision.

6/18/2019 (CHAMBERS) DEFENDANTS/COUNTER-CLAIMANTS' RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION; PLAINTIFF'S OPPOSITION TO DEFENDANTS/COUNTER-AND CROSS-CLAIMANTS FOREMOST INSURANCE COMPANY, MID-CENTURY INSURANCE COMPANY AND FARMERS INSURANCE EXCHANGE'S RULE 60 MOTION FOR RELIEF FROM MARCH 26, 2019 ORDER AND REQUEST FOR CLARIFICATION AND PLAINTIFF'S MOTION TO RECONSIDER THE COURT'S DECISION AND ORDER



**EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE**  
**NOTICE OF DEFICIENCY**  
**ON APPEAL TO NEVADA SUPREME COURT**

**JORDAN P. SCHNITZER, ESQ.**  
**9205 W. RUSSELL RD., STE 240**  
**LAS VEGAS, NV 89148**

**DATE: September 17, 2019**  
**CASE: A-17-756368-C**

**RE CASE:** FILIPPO SCIARRATTA vs. JONAS STOSS; FOREMOST INSURANCE  
COMPANY GRAND RAPIDS MICHIGAN; MID-CENTURY INSURANCE

NOTICE OF APPEAL FILED: September 13, 2019

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

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*\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*



# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DECISION & ORDER; NOTICE OF ENTRY OF DECISION AND ORDER; DECISION & ORDER; NOTICE OF ENTRY OF DECISION & ORDER; STIPULATION AND PROPOSED ORDER RE ENTRY OF FINAL JUDGMENT ON SECOND AND FOURTH CLAIMS FOR RELIEF IN COUNTER/CROSS CLAIM; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

FILIPPO SCIARRATTA,

Plaintiff(s),

vs.

JONAS STOSS; FOREMOST INSURANCE  
COMPANY GRAND RAPIDS MICHIGAN;  
MID-CENTURY INSURANCE,

Defendant(s),

Case No: A-17-756368-C

Dept No: XXVII

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 17 day of September 2019.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk