

Slip Copy, 2010 WL 4542899 (M.D.Fla.)
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United States District Court, M.D. Florida,
Tampa Division.
THE OAKS UNIT III CONDOMINIUM ASSOCIATION, INC., Plaintiff,
v.
ALLSTATE INSURANCE COMPANY, Defendant.
No. 8:10-cv-309-T-26TBM.

Nov. 10, 2010.

Peter Michael Cardillo, Cardillo Law Firm, Tampa, FL, for Plaintiff.

Andrew Abramovich, Jane Anderson, Kenneth C. Steel, III, Robert E. Schrader, III, Boyd & Jenerette, PA, Jacksonville, FL, for Defendant.

ORDER

RICHARD A. LAZZARA, District Judge.

*1 Pending before the Court is Defendant's motion for summary judgment and related submissions with regard to count one of Plaintiff's complaint in which Plaintiff alleges breach of property and casualty insurance contracts.^{FN1} Plaintiff has filed a memorandum in opposition, together with relevant submissions. After careful consideration of the parties' pleadings and submissions, the Court concludes that there are genuine issues of material fact which preclude entry of summary judgment on behalf of Defendant as to count one of Plaintiff's complaint. Consistent with previous decisions issued by two other district court judges of this district,^{FN2} the Court determines that there are genuine factual disputes with regard to the following material issues: (1) whether Defendant provided Plaintiff with

copies of the endorsements for the years 2002/2003, 2003/2004, 2004/2005, and 2005/2006, which materially changed the previous policy definition of "collapse;" (2) whether Defendant provided Plaintiff during these same years with notices of nonrenewal; (3) whether, assuming the first two issues are resolved in favor of Plaintiff, the damages claimed by Plaintiff fall within the ambit of the definition of "collapse" announced in *Auto Owners, Inc. v. Allen*, 326 So.2d 176 (Fla. Dist. Ct. App. 1978); (4) whether Plaintiff's buildings were in a state of collapse prior to December 1, 2002; and (5) whether the decay and damage to Plaintiff's buildings were visible or hidden.

FN1. On January 29, 2010, the Court entered an order at docket 6 abating all proceedings, including discovery, as to counts two and three of Plaintiff's complaint pending final resolution of count one, including appeals.

FN2. See *Palma Vista Condominium Assoc. Of Hillsborough County, Inc. v. Nationwide Mut. Fire Ins. Co.*, 2010 WL 4274747 (M.D.Fla.2010) (Whittemore, J.); *The Sandalwood Condominium Assoc. at Wildwood, Inc. v. Allstate Ins. Co.*, 294 F.Supp.2d 1315 (M.D.Fla.2003) (Moody, J.).

ACCORDINGLY, Defendant Allstate Insurance Company's Motion for Summary Judgment as to Count I of Plaintiff's Complaint (Dkt.27) is **denied**.

DONE AND ORDERED.

M.D.Fla., 2010.

The Oaks Unit III Condominium Ass'n, Inc. v. Allstate Ins. Co.

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