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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

ALBERTO CIPOLLINA,

No. C 12-04248 WHA

Plaintiff,

v.

**ORDER GRANTING UNOPPOSED
MOTION TO DISMISS**

STATE FARM GENERAL INSURANCE
COMPANY; STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY;
and DOES 1 to 40,

Defendants.

Plaintiff Alberto Cipollina sued defendant State Farm General Insurance Company, alleging that defendant did not pay the coverage benefit due under plaintiff's automobile insurance policy. Plaintiff allegedly sustained injuries when he was rear-ended by an underinsured motorist while driving and claims to have incurred medical costs in the amount of \$122,538.73.

Plaintiff's insurance policy with defendant provided that defendant would pay damages for bodily injury sustained by plaintiff in any accident with an uninsured or underinsured motorist, up to the amount of \$250,000.00. The policy terms required that the limits of any applicable policies must be used up first. The policy provided for arbitration "if there is no agreement between insured and carrier regarding the amount the insured is legally entitled to collect from the underinsured motorist" (Compl. ¶ 3). Plaintiff alleges he settled with the underinsured motorist, recovering \$50,000, which was the policy limit of the motorist.

