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5 **DISTRICT COURT**
CLARK COUNTY, NEVADA

6 SHANE TRACEY,

7 Plaintiff,

8 vs.

CASE NO.: 2:09-CV-1257-GMN-PAL

9 AMERICAN FAMILY MUTUAL INSURANCE
 10 COMPANY; DOES I through XX; and
 ROE CORPORATIONS I through XX, inclusive,

11 Defendant,
 12 _____

13 **JUDGMENT UPON JURY VERDICT**

14 The above-referenced matter came on for Trial, before a Jury, on Tuesday, September 21,
 15 2010. Evidence was submitted and testimony was taken, and the Jury retired to deliberate on
 16 Wednesday, September 29, 2010. On Friday, October 1, 2010, the Jury returned with a Verdict in
 17 favor of the Plaintiff, SHANE TRACEY, and against the Defendant, AMERICAN FAMILY
 18 MUTUAL INSURANCE COMPANY.

19 The Jury found that American Family did breach its contract of insurance with the Plaintiff,
 20 Shane Tracey, and awarded \$50,000.00 to the Plaintiff, along with interest on said amount from
 21 5/29/09 forward.

22 The Jury found that American Family did not breach the "implied covenant of good faith and
 23 fair dealing" owed to the Plaintiff.

24 The Court found, as a matter of law, that the Defendant, American Family, violated
 25 686A.310(1)(b) and 686A.310(1)(n).

26 The Jury found that American Family "did not" violate NRS 686A.310(1)(c).

27 The Jury found that American Family "did" violate NRS 686A.310(1)(e) and
 28 686A.310(1)(f).

1 The Jury found that the Plaintiff "did" suffer damages as a result of the violations of NRS
2 686A.310, and awarded the Plaintiff the sum of \$150,000.00.

3 The Jury "did not" find by clear and convincing evidence that American Family acted with
4 malice, oppression, or fraud. The jury was polled at the request of the defense, and the Jurors
5 indicated their agreement with the verdict, unanimously.

6 Based upon the Jury's Verdict, and other good cause appearing therefore,

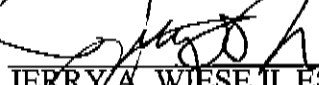
7 **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that the Plaintiff, SHANE
8 TRACEY, is awarded a Judgment against the Defendant, AMERICAN FAMILY MUTUAL
9 INSURANCE COMPANY, in the total amount of \$200,000.00.

10 **IT IS FURTHER ORDERED ADJUDGED AND DECREED** that the Plaintiff, SHANE
11 TRACEY, is awarded interest on the \$50,000.00 contract damages, from 5/29/09 forward, as
12 follows: Pursuant to NRS 17.130 and NRS 99.040, the applicable statutory rate of interest is 5.25%.
13 $\$50,000.00 \times 5.25\% = \$2,625.00/\text{per year} \div 365 = \$7.1917 \text{ per day. } 5/29/09 - 12/31/09 = 216 \text{ days.}$
14 $1/1/10 - 10/18/10 = 291 \text{ days. } 216 + 291 = 507 \text{ days} \times 7.1917 = \$3,646.19$


15 DATED this 19th day of October, 2010.

16 
17 Gloria M. Navarro
United States District Judge

18 Respectfully submitted by:
19 WILLIAMS & WIESE

20 
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