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8
 9 **UNITED STATES DISTRICT COURT**
 10 **DISTRICT OF NEVADA**

11 DOUGLAS GERARD TRINKLE,
 12 Plaintiff,

13 vs.

14 GEICO CASUALTY COMPANY, a foreign
 corporation; and DOES 1 - 20, inclusive,
 15 Defendants.
 16

CASE NO. 2:15-cv-02248-GMN-GWF

**STIPULATION AND ORDER FOR
 PRIVATE BINDING ARBITRATION AND
 TO STAY COURT PROCEEDINGS**

17 Plaintiff DOUGLAS GERARD TRINKLE ("Plaintiff") and Defendant GEICO
 18 CASUALTY COMPANY ("Defendant")(collectively referred to as the "Parties"), by and
 19 through their counsel of record, hereby stipulate as follows:

20 1. Plaintiff and Defendant have previously entered into a Stipulation and Order
 21 To Dismiss with Prejudice the Second, Third and Fourth Causes of Action of Plaintiff's
 22 Complaint, as well as Plaintiff's claims for punitive and exemplary damages.

23 2. Plaintiff's First Cause of Action for Breach of Contract, which is the only
 24 remaining cause of action, shall be resolved through binding arbitration in accordance
 25 with the terms of an Arbitration Agreement entered into by the parties.

26 3. The Arbitration shall be conducted at a time, date and location that is
 27 agreeable to the Parties and the Arbitrator.

28 4. Pending the completion of the arbitration hearing, this matter shall be

1 stayed.

2 5. The Parties expressly waive any right to trial by a judge or jury.

3 6. The Parties expressly waive any right to appeal from the Arbitrator's award
4 or any order made by the Arbitrator.

5 7. The award of the Arbitrator shall constitute a final determination of the First
6 Cause of action contained in Plaintiff's Complaint (i.e., Plaintiff's claim for underinsured
7 motorist benefits under the GEICO policy);

8 8. Pursuant to the terms of the Arbitration Agreement, the Parties will, upon
9 the execution of the Binding Arbitration Agreement, stipulate to dismissal of this action,
10 with prejudice, reserving the right to this Court the authority to enforce the Agreement.

11 9. Pursuant to the terms of the Arbitration Agreement, the Arbitrator cannot
12 award costs, interest, or attorneys' fees and the parties will bear their own attorneys' fees
13 and costs.

14 10. The Arbitrator's fees shall be borne equally by the Parties as a non-
15 recoverable item of costs.

16 DATED this 5th October, 2016.

DATED this 5th October, 2016..

17
18 RICHARD HARRIS LAW FIRM

LEWIS BRISBOIS BISGAARD & SMITH LLP

19 */s/ Kristopher M. Helmick*

20 By: _____

21 KRISTOPHER M. HELMICK, ESQ.
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24 Las Vegas, Nevada 89101
25 *Attorneys for Plaintiff*

/s/ Danielle C. Miller

By: _____

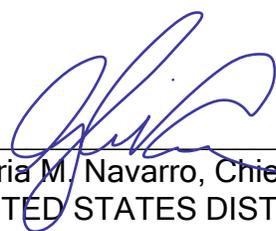
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ORDER

IT IS SO ORDERED.

DATED this 13 day of October, 2016.



Gloria M. Navarro, Chief Judge
UNITED STATES DISTRICT JUDGE

Respectfully Submitted by:

LEWIS BRISBOIS BISGAARD & SMITH LLP

/s/ Danielle C. Miller

By _____
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