

1 **STIP**
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 3 Nevada Bar No. 4636
 4 THE HOWARD LAW FIRM
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11 **UNITED STATES DISTRICT COURT**
 12 **DISTRICT OF NEVADA**

13 VINCENT J. SICA,
 14
 15 Plaintiff,

Case No. 2:16-cv-00513-GMN-VCF

16 vs.

STIPULATION TO DISMISS EXTRA CONTRACTUAL CLAIMS

17 PROGRESSIVE DIRECT INSURANCE
 18 COMPANY; DOES I through X; and ROE
 19 CORPORATIONS XI through XX,
 20
 21 Defendants.

22 IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff VINCENT J. SICA, and
 23 Defendant PROGRESSIVE DIRECT INSURANCE COMPANY, by and through their respective
 24 undersigned counsel of record, that Plaintiff Vincent J. Sica’s extra contractual causes of action for (1)
 25 bad faith, (2) Defendant Progressive Direct Insurance Company’s alleged statutory violations of NRS
 26 686A.310(b) and (3) the prayer for punitive damages are dismissed. The parties further stipulate that
 27 Plaintiff Sica may maintain his action for contractual uninsured motorist benefits against Defendant
 28 Progressive, though Defendant Progressive retains the right to raise all appropriate defenses to Plaintiff

1 Sica's claim, including but not limited to, the defense that there was no contact between Mr. Sica's
2 motorcycle and the vehicle Mr. Sica alleges hit his motorcycle and fled.

3 DATED this 9th day of January, 2017.

4
5 THE HOWARD LAW FIRM

VANNAH & VANNAH

6 */s/ James W. Howard*

/s/ John B. Greene

7 By: _____
James W. Howard, Esq.
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8 Las Vegas, NV 89129
9 Attorney for Defendants

By: _____
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Attorney for Plaintiff

1 UNITED STATES DISTRICT COURT
2 DISTRICT OF NEVADA

3
4 VINCENT J. SICA,
5 Plaintiff,

Case No. 2:16-cv-00513-GMN-VCF

6 vs.

ORDER

7 PROGRESSIVE DIRECT INSURANCE
8 COMPANY; DOES I through X; and ROE
9 CORPORATIONS XI through XX,

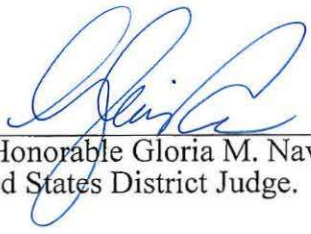
Defendants.

10 Pursuant to the parties' stipulation it is hereby:

11 ORDERED that Plaintiff Vincent J. Sica's extra contractual causes of action for (1) bad faith, (2)
12 Defendant Progressive Direct Insurance Company's alleged statutory violations of NRS 686A.310(b) and
13 (3) the prayer for punitive damages are dismissed;

14 IT IS FURTHER ORDERED that Plaintiff Sica may maintain his action for contractual uninsured
15 motorist benefits against Defendant Progressive, though Defendant Progressive retains the right to raise
16 all appropriate defenses to Plaintiff Sica's claim, including but not limited to, the defense that there was
17 no contact between Mr. Sica's motorcycle and the vehicle Mr. Sica alleges hit his motorcycle and fled.

18 DATED this 12 day of January, 2017.

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22 
23 The Honorable Gloria M. Navarro
24 United States District Judge.
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