

IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION DIV: "AF"  
CASE NO.: 2019CA008710AXX

CHAD NARZ,

Plaintiff,

vs.

PROGRESSIVE SELECT INSURANCE  
COMPANY, a foreign corporation,

Defendant.

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**ORDER GRANTING DEFENDANT'S MOTION FOR FINAL SUMMARY JUDGMENT**

**THIS CAUSE** came to be heard on February 7, 2022, upon Defendant, Progressive Select Insurance Company's ("Progressive") Motion for Final Summary Judgment. The Court, having reviewed the Motion, the attached exhibits, affidavits, testimony, and evidence, having reviewed the court file and record, having heard argument from Plaintiff, Chad Narz, *pro se*, and Stuart J. Freeman, counsel for Progressive, and after being otherwise duly advised in the premises, finds as follows:

1. Plaintiff voluntarily executed an Uninsured Motorist Coverage Selection/Rejection form, rejecting uninsured motorist ("UM") coverage on May 31, 2017, thereby creating a conclusive presumption of an informed knowing rejection of UM coverage.
2. The evidence before the court does not give rise to the applicability of the Doctrine of Promissory Estoppel under existing case law.

3. Assuming, *arguendo*, that the Doctrine of Promissory Estoppel applies, Plaintiff has failed to present competent evidence that establishes any detrimental reliance by Plaintiff on the representation made by Progressive to him on December 12, 2017, that Progressive was required by law to provide to him UM coverage as a result of it not having a valid signed UM rejection form.

4. The policy of insurance issued to Plaintiff by Progressive, therefore, did not provide UM coverage to him as a result of the accident of November 30, 2017.

5. There are no disputed issues of material fact and that Progressive is entitled to a judgment as a matter of law. **WHEREFORE**, it is hereby

**ORDERED and ADJUDGED** that Progressive's Motion for Final Summary Judgment is **GRANTED**. It is further

**ORDERED and ADJUDGED** that Final Summary Judgment is **ENTERED** in favor of Defendant, Progressive Select Insurance Company, and against Plaintiff, Chad Narz, declaring, as a matter of law, that Plaintiff, Chad Narz, is not entitled to uninsured motorist coverage under the policy of insurance issued by Defendant, Progressive Select Insurance Company, to Chad Narz, as a result of the motor vehicle accident of November 30, 2017. The Plaintiff, Chad Narz, shall take nothing by this action and Defendant, Progressive Select Insurance Company, shall **GO HENCE WITHOUT DAY**. The current address of Plaintiff is 1920 Mulford Avenue Apt 1, Bronx, New York, 10461. It is further

**ORDERED and ADJUDGED** that the Court reserves jurisdiction determine Defendant's entitlement to and amount of taxable court costs; and enter any other or additional orders that may be necessary and appropriate.

**DONE and ORDERED** in Chambers, at West Palm Beach, Palm Beach County, Florida, this \_\_\_\_ day of February, 2022.



502019CA008710XXXXMB 02/10/2022  
John S. Kastrenakes Circuit Judge

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JOHN S. KASTRENAKES  
Circuit Judge

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