



CASE NO: A-21-832965-C  
Department 20

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9 **EIGHTH JUDICIAL DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 ABC Industrial Laundry d/b/a Universal  
Laundry Supply,

Case No.:  
Dept. No.:

12 Plaintiffs,

13 v.

14  
15 **COMPLAINT**

16 Allianz Global Corporate & Specialty, a  
foreign corporation; Allianz Global Risks  
17 US Insurance Company, a foreign  
corporation; The American Insurance  
18 Company, a foreign corporation; Does 1  
through 20; Roe Corporations 1 through 20;  
inclusive

19 Defendants.

20 **GENERAL ALLEGATIONS**

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22 1. Plaintiff, ABC Industrial Laundry d/b/a Universal Laundry Supply, is a Domestic  
23 Limited Liability Company registered to do business and is actually doing business in Clark  
24 County, Nevada.

25 2. Defendant, Allianz Global Corporate & Specialty, is a New York Corporation  
26 authorized to issue insurance in Nevada and doing business in Clark County, Nevada.  
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3. Defendant, Allianz Global Risks US Insurance Company, is an Illinois Corporation, authorized to issue insurance in Nevada and doing business in Clark County, Nevada.

4. Defendant, the American Insurance Company, is an Ohio Corporation, authorized to issue insurance in Nevada and doing business in Clark County, Nevada.

5. Defendants, Does 1 through 5 and Roe Corporations 1 through 5, inclusive, are individuals, associations, corporations, partnerships or other entities which are owners, controllers, and/or partners, in association with Defendant Allianz Global Corporate & Specialty and may have in some way caused or contributed to Plaintiffs' damages as herein alleged. The true names or capacities, whether individual, corporate, associate, or otherwise, of Defendants Does 1 through 5 and Roe Corporations 1 through 5, inclusive, are unknown to Plaintiffs. Plaintiffs allege each Defendant designated herein as a Doe and/or Roe Corporation was responsible in some manner for the events and happenings referred to in this Complaint and negligently caused injury and damages to Plaintiffs. Plaintiffs will ask leave of Court to amend this Complaint to insert the true names and capacities of Defendants, Does 1 through 5 and Roe Corporations 1 through 5, inclusive, to include those true names and charging allegations when they are ascertained.

6. Defendants, Does 6 through 10 and Roe Corporations 6 through 10, inclusive, are individuals, associations, corporations, partnerships or other entities which are owners, controllers, and/or partners, in association with Defendant Allianz Global Risks US Insurance Company and may have in some way caused or contributed to Plaintiffs' damages as herein alleged. The true names or capacities, whether individual, corporate, associate, or otherwise, of Defendants Does 6 through 10 and Roe Corporations 6 through 10, inclusive, are unknown to Plaintiffs. Plaintiffs allege each Defendant designated herein as a Doe and/or Roe Corporation was responsible in some manner for the events and happenings referred to in this Complaint and negligently caused injury and damages to Plaintiffs. Plaintiffs will ask leave of Court to amend this Complaint to insert the

1 true names and capacities of Defendants, Does 6 through 10 and Roe Corporations 6 through 10,  
2 inclusive, to include those true names and charging allegations when they are ascertained.

3 7. Defendants, Does 11 through 15 and Roe Corporations 11 through 15, inclusive, are  
4 individuals, associations, corporations, partnerships or other entities which are owners, controllers,  
5 and/or partners, in association with Defendant the American Insurance Company and may have in  
6 some way caused or contributed to Plaintiffs' damages as herein alleged. The true names or  
7 capacities, whether individual, corporate, associate, or otherwise, of Defendants Does 11 through  
8 15 and Roe Corporations 11 through 15, inclusive, are unknown to Plaintiffs. Plaintiffs allege  
9 each Defendant designated herein as a Doe and/or Roe Corporation was responsible in some  
10 manner for the events and happenings referred to in this Complaint and negligently caused injury  
11 and damages to Plaintiffs. Plaintiffs will ask leave of Court to amend this Complaint to insert the  
12 true names and capacities of Defendants, Does 11 through 15 and Roe Corporations 11 through 15,  
13 inclusive, to include those true names and charging allegations when they are ascertained.

14 8. Defendants Does 16 through 20 and Roe Corporations 16 through 20 are  
15 individuals, associations, corporations, partnerships, and/or other entities that are owners,  
16 controllers, and/or partners that may have in some way caused or contributed to Plaintiffs'  
17 damages as alleged herein. The true names and/or capacities of Does 16 through 20 and Roe  
18 Corporations 16 through 20 are unknown to Plaintiffs. Plaintiffs will ask leave of Court to amend  
19 this Complaint to insert the true names and capacities of Does 16 through 20 and Roe Corporations  
20 16 through 20 when they are ascertained.

21 9. Defendants are agents, servants, employees, employers, trade venturers, and/or  
22 partners of each other. At the time of the events described in this Complaint, Defendants were acting  
23 within the color, purpose and scope of their relationships, and by reason of their relationships,  
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1 Defendants may be jointly and severally and/or vicariously responsible and liable for the acts and  
2 omissions of their Co-Defendants.

3 **FACTUAL BACKGROUND**

4 10. Plaintiffs repeat and reallege the allegations set forth in paragraphs 1 through 9  
5 above.

6 11. Plaintiff purchased a Portfolio policy with Defendant(s) with the effective dates of  
7 July 1, 2019 through July 1, 2020 and a Policy Number of S 17 MZX 80998346 (hereinafter  
8 “Policy” or “the Policy”). Among possible other coverages, the Portfolio policy included coverage  
9 for General Liability, Inland Marine, Business Auto, Business Personal Property, Business Real  
10 Property, Business Income Including Rental Value, and Crisis Management Coverage. (Exhibit  
11 “1”).

12 12. Defendant drafted the policy.

13 13. Plaintiffs timely paid their annual premium of \$128,381.00 on Policy Number S 17  
14 MZX 80998346.

15 14. Under “Other Property Coverage,” the policy provided for \$15,000,000.00 in  
16 coverage for Business Income Including Rental Value with 0% coinsurance.

17 15. Coverage is provided under the policy for the actual loss of Business Income  
18 sustained due to the necessary suspension of operations caused by direct physical loss of or  
19 damage to property.  
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21 16. Under the “Manufacturing: Property Gard Extension Endorsement” “Business  
22 Income Form and Extra Expense” under “Other Causes of Loss,” the policy provided for four  
23 weeks of coverage under the Civil Authority Endorsement with an extended period of indemnity  
24 for up to 180 days.  
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1           17. Under the “Manufacturing: Property Gard Extension Endorsement” “Business  
2 Income Form and Extra Expense” under “Other Causes of Loss,” the policy included dependent  
3 properties coverage of up to \$250,000.00.

4           18. The Dependent Property Coverage covered losses caused by direct physical loss or  
5 damage to a dependent property. Dependent property includes properties owned by others that the  
6 insured depends on to accept the insureds’ products or services.

7           19. Under the “Crisis Management Coverage Extension Endorsement” to “Other  
8 Property Coverage,” the policy provided for \$25,000 for up to 60 days of Crisis Event Business  
9 Income after a 24-hour waiting period and up to \$25,000.00 for post event expenses. A covered  
10 crisis event included premises contamination due to communicable disease. Communicable  
11 disease includes any virus or illness.

12           20. The policy also provides coverage for extra expenses incurred during the period of  
13 restoration that the insured would not have incurred if there had been no direct physical loss or  
14 damage to property.

15           21. Under “Other Property Coverage,” the policy further provided coverage for the  
16 actual loss of Business Income the insured sustained and necessary Extra Expenses caused by  
17 action of civil authority that prohibits access to the described premises due to direct physical loss  
18 of or damage to property.

19           22. Viruses, such as SARS-CoV-2, and communicable diseases, such as COVID-19,  
20 are known perils in the insurance industry. In fact, the Insurance Services Office, Inc. (the “ISO”)  
21 has recognized that disease-causing agents can cause property damage and lead to business  
22 interruption losses.  
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1           23.     Although the subject policy contained a “Disease” exclusion to “Special Causes of  
2 Loss,” it did not contain a “Disease” exclusion to “Other Property Coverage” or “Other Causes of  
3 Loss.”

4           24.     The policy did not exclude pandemic-related losses.

5           25.     The policy did not define direct physical loss.

6           26.     Plaintiff provides exclusive laundry service to the Wynn and Encore hotels on the  
7 Las Vegas Strip.

8           27.     Beginning in or around March 2020, COVID-19 physically intruded into property  
9 throughout the State of Nevada, including the premises of the Plaintiff and its primary customers,  
10 the Wynn and Encore.

11           28.     SARS-CoV-2 and/or COVID-19 is contained in tangible physical droplets residing  
12 in the air and on surfaces within property, causing such property to be unsafe and unusable for  
13 their normal occupancy and use, thus impairing their value and utility. These physical droplets  
14 attached to the air and to surfaces and fixtures within the Covered Properties, which changed and  
15 altered those surfaces and objects, resulting in physical damage. These conditions were not unique  
16 to the Covered Properties; rather they were ubiquitous for indoor properties within a one-mile  
17 vicinity of the Covered Properties (and far beyond).

18           29.     The incubation period for COVID-19 from the time of exposure to the date  
19 symptoms appear can be up to 14 days. In addition, some infected individuals do not show  
20 symptoms and can unknowingly spread the highly contagious disease.

21           30.     So far, COVID-19 has infected over 32 million people in the United States and has  
22 resulted in the deaths of over 577,000 Americans.

23           31.     The presence of COVID-19 heightened the potential for spread of COVID-19, thus  
24 making it dangerous for businesses to operate on their premises.  
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1           32.     The presence of COVID-19 forced Plaintiffs to suspend or reduce business at their  
2 covered premises.

3           33.     The presence of COVID-19 forced businesses on which Plaintiff is dependent to  
4 suspend or reduce their business activities.

5           34.     On March 12, 2020, Nevada Governor Steve Sisolak, declared an emergency and  
6 directed all state agencies to supplement the efforts of all impacted and threatened counties to save  
7 lives, protect property, and protect the health and safety of persons in this state. At the time of this  
8 declaration, Clark County had reported 8 cases of COVID-19.

9           35.     On March 13, 2020, United States President Donald J. Trump declared a nationwide  
10 emergency for COVID-19.

11           36.     On March 17, 2020, Clark County had 42 reported cases of COVID-19. On that  
12 date, Nevada Governor Steve Sisolak verbally ordered all casinos to close. The following day, he  
13 signed a statewide stay-at-home order (the “Order”) to stem the spread of the novel coronavirus  
14 which had been named a global pandemic. All non-household members were required to maintain  
15 six feet of social distancing per person. All non-essential businesses were ordered closed and  
16 would-be customers of those businesses were required to stay at home.

17           37.     All casinos remained closed by order of the State and/or the Nevada Gaming  
18 Control Board from March 17, 2020 through June 4, 2020.

19           38.     Many essential businesses that were permitted to remain open (often at reduced  
20 capacity) experienced a loss of business income and were severely impacted by the Order.

21           39.     Sisolak issued several additional orders extending his stay-at-home order and  
22 imposing capacity restrictions on businesses.  
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1           40.     Although the Wynn and Encore were permitted to re-open at reduced capacity on  
2 June 4, 2020, as of the date this Complaint is filed, they still are not permitted to operate at full  
3 capacity and must adhere to reduced capacity requirements.

4           41.     Most other businesses in the State of Nevada, including Plaintiff's, are also still  
5 required to operate at reduced capacity.

6           42.     Given Sisolak's orders and the closures/reduced capacity requirements caused  
7 Plaintiff to be unable to fully use their property, thus resulting in a direct physical loss to Plaintiff.

8           43.     Given Sisolak's orders and the closures/reduced capacity requirements caused  
9 Plaintiff's customer, the Wynn and Encore, to be unable to fully use their properties, thus resulting  
10 in a direct physical loss to Plaintiff.

11           44.     The COVID-19 virus contaminates surfaces and can survive on surfaces for  
12 indeterminate amounts of time, thus rendering property unusable, and justifying, in part, Governor  
13 Sisolak's directives ordering the closure of businesses in the State of Nevada.

14           45.     On April 29, 2020, Sisolak specifically recognized that the ability of the novel  
15 coronavirus that causes COVID-19 to survive on surfaces for indeterminate periods of time renders  
16 some property unusable and contributes to damage and property loss.

17           46.     The physical presence of COVID-19 at Plaintiff's covered premises and/or  
18 Sisolak's orders and the closures/reduced capacity requirements triggered coverage under the  
19 "Other Property Coverage" portion of the policy that provided for \$15,000,000.00 in coverage for  
20 Business Income Including Rental Value with 0% coinsurance because it resulted in actual loss of  
21 Business Income due to the necessary suspension of operations caused by direct physical loss of or  
22 damage to property.

23           47.     The physical presence of COVID-19 at Plaintiff's covered premises and/or  
24 Sisolak's orders and the closures/reduced capacity requirements triggered coverage under the  
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1 policy's "Manufacturing: Property Gard Extension Endorsement" "Business Income Form and  
2 Extra Expense" under "Other Causes of Loss" that provided for four weeks of coverage under the  
3 Civil Authority Endorsement with an extended period of indemnity for up to 180 days.

4 48. The physical presence of COVID-19 at the Wynn and Encore and/or Sisolak's  
5 orders and the closures/reduced capacity requirements triggered coverage under the  
6 "Manufacturing: Property Gard Extension Endorsement" "Business Income Form and Extra  
7 Expense" under "Other Causes of Loss," that provided dependent properties coverage of up to  
8 \$250,000.00.

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10 49. The physical presence of COVID-19 at the Wynn and Encore and/or Sisolak's  
11 orders and the closures/reduced capacity requirements triggered coverage under the "Crisis  
12 Management Coverage Extension Endorsement" to "Other Property Coverage," that provided for  
13 \$25,000 for up to 60 days of Crisis Event Business Income after a 24-hour waiting period and up  
14 to \$25,000.00 for post event expenses.

15  
16 50. The physical presence of COVID-19 at the Wynn and Encore and/or Sisolak's  
17 orders and the closures/reduced capacity requirements triggered coverage under "Other Property  
18 Coverage," that provided coverage for the actual loss of Business Income the insured sustained and  
19 necessary Extra Expenses caused by action of civil authority that prohibits access to the described  
20 premises due to direct physical loss of or damage to property.

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22 51. On March 17, 2020, Plaintiff timely put Defendant on notice of their claims under  
23 the policy.

24 52. On March 19, 2020, Defendant acknowledged Plaintiff's claim and indicated they  
25 were investigating and evaluating the claim under a reservation of rights.

26 53. On April 23, 2020, Defendant denied Plaintiff's claim.  
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1 54. On July 14, 2020, Plaintiff responded to Defendant’s denial letter and reiterated  
2 their request for coverage under the policy.

3 55. On July 23, 2020, Defendant again denied Plaintiff’s claim.

4 56. On September 1, 2020, Plaintiff responded to Defendant’s denial letter and  
5 reminded Defendant of its duty of good faith and fair dealing. Plaintiff again indicated why they  
6 are covered under the policy, requested Defendant to outline its investigation attempts and asked  
7 Defendant to indicate where “direct physical loss” is defined in the policy.  
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9 57. On September 8, 2020, Defendant again denied Plaintiff’s claim.

10 58. On October 20, 2020, Plaintiff sent a letter to Defendant again requesting coverage  
11 and indicating they would have no choice but to institute litigation if coverage was not provided.

12 59. To date, Defendant continues to deny Plaintiff’s claims under the policy.  
13

14 **DECLARATORY JUDGMENT**

15 60. Plaintiff repeats and realleges paragraphs 1-59 of this Complaint as though fully set  
16 forth herein.

17 61. Pursuant to Chapter 30 of the Nevada Revised Statutes and/or 28 USC 2201, the  
18 Court has the power to declare rights, status, and other legal relations whether or not further relief  
19 is or could be claimed.

20 62. The controversy between Plaintiff and Defendants is ripe for judicial review.

21 63. Plaintiff seeks a Declaratory Judgment to deny Plaintiff is considered a laundromat  
22 or drycleaners as referenced in Nevada Governor Sisolak’s March 17, 2020 Order and other  
23 COVID-19 emergency declarations.  
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25 64. Plaintiff also seeks a Declaratory Judgment to affirm Nevada Governor Sisolak’s  
26 March 17, 2020 Order and other COVID-19 emergency declarations required Plaintiff to cease  
27 operations.  
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72. The applicable coverage was listed under CP 00 30 10 91.

73. Defendant offered to provide for \$15,000,000.00 in coverage for Business Income Including Rental Value with 0% coinsurance for the actual loss of Business Income and Extra Expense sustained due to the necessary suspension of operations caused by direct physical loss of or damage to property.

74. Plaintiff accepted Defendant’s offer of insurance by purchasing the policy and gave consideration by paying Plaintiff’s policy premiums.

75. No exclusions apply that would bar coverage.

76. Plaintiff complied with all applicable Policy provisions, including paying premiums and providing timely notice of their claim.

77. Plaintiff is entitled to coverage for the actual loss of Business Income and Extra Expense they sustained due to the necessary suspension of operations caused by the presence of COVID-19 at, near, or on their covered premises, which is a physical substance that lives on, is active on inert substances, and is emitted into the air.

78. Nonetheless, Defendant unjustifiably refuses to pay Plaintiff’s actual loss of Business Income sustained due to the necessary suspension of operations caused by the presence of COVID-19 at, near, or on their covered premises.

79. Plaintiff has suffered, and continues to suffer damages, as a result of Defendant’s breach of the policy.

80. Plaintiff is entitled to damages as a result of Defendant’s breach in an amount in excess of fifteen thousand dollars (\$15,000.00), including pre- and post-judgment interest and any other costs and relief that this Court deems appropriate.

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**CAUSE OF ACTION NO. 2**  
**BREACH OF CONTRACT BASED ON BUSINESS INCOME – CIVIL AUTHORITY**

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3 81. Plaintiff repeats and realleges paragraphs 1-80 of this Complaint as though fully set  
4 forth herein.

5 82. In the contract of insurance, under “Other Property Coverage” “Business Income  
6 Coverage Form (and Extra Expense),” Defendant offered to provide coverage for Plaintiff’s actual  
7 loss of Business Income and necessary Extra Expense caused by action of civil authority that  
8 prohibits access to the described premises due to direct physical loss of damage to property, other  
9 than at the described premises, caused by or resulting from any Covered Cause of Loss.  
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11 83. The applicable coverage was listed under CP 00 30 10 91.

12 84. Defendant provided coverage under this section for four weeks with an extended  
13 period of indemnity of 180 days.

14 85. Plaintiff accepted Defendant’s offer of insurance by purchasing the policy and gave  
15 consideration by paying Plaintiff’s policy premiums.

16 86. No exclusions apply that would bar coverage.

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18 87. Plaintiff is entitled to Business Income coverage for the actual loss of Business  
19 Income and necessary Extra Expense the sustained due to the action of civil authority that  
20 prohibited access to the described premises due to the presence of COVID-19 at, near, or on  
21 property, other than at the described premises.

22 88. Plaintiff complied with all applicable Policy provisions, including paying premiums  
23 and providing timely notice of their claim.

24 89. Nonetheless, Defendant unjustifiably refuses to pay Plaintiff’s damages incurred as  
25 a result of action of civil authority that prohibited access to the described premises due to direct  
26 physical loss or damage to property, other than at the described premises, caused by the presence  
27 of COVID-19 at, near, or on property other than at the described premises.  
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1 90. Plaintiff has suffered, and continues to suffer damages, as a result of Defendant’s  
2 breach of the policy.

3 91. Plaintiff is entitled to damages as a result of Defendant’s breach in an amount in  
4 excess of fifteen thousand dollars (\$15,000.00), including pre- and post-judgment interest and any  
5 other costs and relief that this Court deems appropriate.  
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7 **CAUSE OF ACTION NO. 3**  
**BREACH OF CONTRACT BASED ON DEPENDENT PROPERTY COVERAGE**

8 92. Plaintiff repeats and realleges paragraphs 1-91 of this Complaint as though fully set  
9 forth herein.  
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11 93. In the contract of insurance, under “Other Property Coverage” “Business Income  
12 Coverage Form (and Extra Expense),” Defendant offered to provide coverage for the loss of  
13 Business Income sustained due to the necessary suspension of operations caused by the direct  
14 physical loss or damage by a Covered Cause of Loss to a dependent property. Dependent property  
15 included property owned by others who the insured depends on to accept the insured’s services.  
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17 94. The applicable coverage was listed under CP 00 30 10 91.

18 95. The policy provided for up to \$250,000.00 in coverage for dependent properties  
19 coverage.

20 96. Plaintiff accepted Defendant’s offer of insurance by purchasing the policy and gave  
21 consideration by paying Plaintiff’s policy premiums.

22 97. No exclusions apply that would bar coverage.

23 98. Plaintiff depends on the Wynn and Encore to accept Plaintiff’s services and they  
24 would be considered dependent properties under the policy.  
25

26 99. Plaintiff is entitled to coverage for the damages Plaintiff suffered as a result of the  
27 presence of COVID-19 at, near, or on property at the Wynn and Encore, which is a physical  
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1 substance that lives on, is active on inert substances, and is emitted into the air, and the Order  
2 closing and restricting those properties.

3 100. Plaintiff complied with all applicable Policy provisions, including paying premiums  
4 and providing timely notice of their claim.

5 101. Nonetheless, Defendant unjustifiably refuses to pay Plaintiff's damages incurred as  
6 a result of Plaintiff's loss of Business Income incurred as a result of the physical loss or damage  
7 suffered by Plaintiff's dependent properties – the Wynn and Encore.

8 102. Plaintiff has suffered, and continues to suffer damages, as a result of Defendant's  
9 breach of the policy.

10 103. Plaintiff is entitled to damages as a result of Defendant's breach in an amount in  
11 excess of fifteen thousand dollars (\$15,000.00), including pre- and post-judgment interest and any  
12 other costs and relief that this Court deems appropriate.

13 **CAUSE OF ACTION NO. 4**  
14 **BREACH OF CONTRACT BASED ON CRISIS MANAGEMENT COVERAGE**

15 104. Plaintiff repeats and realleges paragraphs 1-103 of this Complaint as though fully  
16 set forth herein.

17 105. In the contract of insurance, Defendant offered to provide coverage for the actual  
18 loss of crisis event business income the insured's sustained due to the necessary suspension of  
19 operations during the crisis event period of restoration that was caused by a covered crisis event on  
20 the covered premises.

21 106. The applicable coverage was listed under 143623 06 05.

22 107. Covered crisis events included the necessary closure of the covered premises due to  
23 any sudden, accidental and unintentional contamination or impairment of the covered premises by  
24 communicable disease. Communicable disease means any disease or any related or resulting  
25 diseases, viruses, complexes, symptoms, manifestations, effects, conditions, or illnesses.  
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1           108. The policy provided for extra expenses and \$25,000 for up to 60 days of Crisis  
2 Event Business Income after a 24-hour waiting period.

3           109. The policy further provided for \$25,000.00 for post event expenses.

4           110. Plaintiff accepted Defendant's offer of insurance by purchasing the policy and gave  
5 consideration by paying Plaintiff's policy premiums.

6           111. No exclusions apply that would bar coverage.

7           112. Plaintiff is entitled to coverage for the extra expenses incurred and damages  
8 Plaintiff suffered as a result of the presence of the communicable disease, COVID-19 at, near, or  
9 on the covered premises, which is a physical substance that lives on, is active on inert substances,  
10 and is emitted into the air, and the Order closing and restricting the property.

11           113. Plaintiff complied with all applicable Policy provisions, including paying premiums  
12 and providing timely notice of their claim.

13           114. Nonetheless, Defendant unjustifiably refuses to pay Plaintiff's damages incurred as  
14 a result of Plaintiff's loss of Business Income incurred as a result of the crisis event.

15           115. Plaintiff has suffered, and continues to suffer damages, as a result of Defendant's  
16 breach of the policy.

17           116. Plaintiff is entitled to damages as a result of Defendant's breach in an amount in  
18 excess of fifteen thousand dollars (\$15,000.00), including pre- and post-judgment interest and any  
19 other costs and relief that this Court deems appropriate.  
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23                                 **CAUSE OF ACTION NO. 5**  
24                                 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

25           117. Plaintiff repeats and realleges paragraphs 1-116 of this Complaint as though fully  
26 set forth herein.

27           118. As an insured under Defendants' policy of insurance, Defendants owed Plaintiff a  
28 duty of good faith and fair dealing.



1           119. Defendants breached their duty of good faith and fair dealing to Plaintiff in  
2 numerous ways, including, but not limited to:

- 3           a. Failing to promptly and fully investigate Plaintiff's claim under the policy;  
4           b. Failing to pay Plaintiff's insurance benefits due under the applicable policy of  
5 insurance;  
6           c. Unreasonably delaying payments to Plaintiff under the applicable policy of  
7 insurance;  
8           d. Failing to enter into good faith negotiations with Plaintiff after reasonable inquiries and  
9 demands under the contract of insurance; and,  
10           e. Failing to provide specific reasons for Defendants' failure to enter into good faith  
11 negotiations and/or failure to pay benefits to Plaintiff under the contract of insurance.  
12           f. Unreasonably denying Plaintiff's COVID-19 claims;  
13           g. Unreasonably denying all COVID-19 claims; and/or  
14           h. Unreasonably interpreting the policy to restrict and/or deny recovery to their insureds.

15           120. Defendants further breached their duty of good faith and fair dealing to Plaintiff by  
16 virtue of its violations of the Unfair Claims Practices Act, as described below.  
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18           121. As a direct and proximate result of Defendants' breach of their duty of good faith  
19 and fair dealing owed to Plaintiff, Plaintiff incurred, and may continue to incur, special damages in  
20 an amount in excess of Fifteen Thousand Dollars (\$15,000.00).  
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22           122. As a further direct and proximate result of Defendants' breach of its duty of good  
23 faith and fair dealing owed to Plaintiff, Plaintiff incurred, and may continue to incur, general  
24 damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).  
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1 123. As a further direct and proximate result of Defendants' breach of their duty of good  
2 faith and fair dealing, Plaintiff has incurred and will continue to incur attorney's fees and court costs in  
3 an amount to be proven at or after trial.

4 **CAUSE OF ACTION NO. 6**  
5 **VIOLATION OF NEVADA UNFAIR CLAIMS PRACTICES ACT – NRS 686A.310**

6 124. Plaintiff repeats and realleges paragraphs 1-123 of this Complaint as though fully  
7 set forth herein.

8 125. Defendants are engaged in the business of insurance in Nevada and the policy  
9 covering Plaintiff, Policy Number of S 17 MZX 80998346, was valid for claims arising out of  
10 events occurring in Nevada.

11 126. In its handling of Plaintiff's claim under the applicable policy of insurance,  
12 Defendants breached the Unfair Claims Practices Act as set forth in NRS 686A.310 in numerous  
13 ways, including, but not limited to:

- 14
- 15 a. Misrepresenting to insureds or claimants pertinent facts or insurance policy  
16 provisions relating to any coverage issue when it misrepresented COVID-19 related  
17 losses were not covered under the policy;
  - 18 b. Failing to adopt and implement reasonable standards for the prompt investigation  
19 and processing of claims arising under insurance policies when it denied Plaintiff's  
20 claim without adopting or implementing reasonable standards for the prompt  
21 investigation and processing of such claims;
  - 22 c. Failing to effectuate prompt, fair and equitable settlements of claims in which  
23 liability of the insurer has become reasonably clear when it failed to settle  
24 Plaintiff's claims despite correspondence making it reasonably clear that  
25 Defendants were liable to settle Plaintiff's claims; and,  
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d. Compelling insureds to institute litigation to recover amounts due under an insurance policy by denying Plaintiff's claims despite Plaintiff having made a claim for recovery.

127. As a direct and proximate result of Defendants' breaches of the Unfair Claims Practices Act, Plaintiff has incurred and may continue to incur special damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

128. As a further direct and proximate result of Defendants' breaches of the Unfair Claims Practices Act, Plaintiff has incurred and may continue to incur general damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

129. As a further direct and proximate result of Defendants' breaches of the Unfair Claims Practices Act, Plaintiff has incurred and will continue to incur attorney's fees and court costs in an amount to be proven at or after trial.

**CAUSE OF ACTION NO. 7**  
**PUNITIVE DAMAGES**

130. Plaintiff repeats and realleges paragraphs 1-129 of this Complaint as though fully set forth herein.

131. The conduct of Defendants has been in such wanton and total disregard of their contractual, common law and statutory obligations to Plaintiff, and have constituted such a gross, reckless, fraudulent, willful, malicious, and/or outrageous disregard for the consequences of its actions and/or omissions, as well as constituting such a manifest indifference to Plaintiff's welfare by ignoring its repeated attempts to obtain benefits so as to justify and assessment of exemplary and punitive damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

**WHEREFORE** Plaintiff prays for judgment against Defendants for its First, Second, Third and Fourth Causes of action as follows:

1. For contract damages in an amount to be proven at trial.

1 2. For attorney's fees and court costs in an amount to be proven at or after trial.

2 3. For other such further relief as this Court may deem just and proper.

3 **WHEREFORE** Plaintiff further prays for judgment against Defendants for its Fifth and

4 Sixth causes of action as follows:

5 1. For special damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

6 2. For general damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00).

7 3. For attorney's fees and court costs in an amount to be proven at or after trial.

8 4. For other such further relief as this Court may deem just and proper.

9 **WHEREFORE** Plaintiff further prays for Judgment against Defendants for its Seventh

10 Cause of Action as follows:

11 1. For exemplary and punitive damages in an amount in excess of Fifteen Thousand  
12 Dollars (\$15,000.00).

13 2. For attorney's fees and court costs in an amount to be proven at or after trial.

14 3. For other such further relief as this Court may deem just and proper.

15 DATED this 15<sup>th</sup> day of April, 2021.

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19 **BRENSKE ANDREEVSKI &  
KRAMETBAUER**

20 */S/ Jennifer Andreevski, Esq.*

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