



1 **CMPL**
2 ROBERT T. EGLET, ESQ.
3 Nevada Bar No. 3402
4 CASSANDRA S.M. CUMMINGS, ESQ.
5 Nevada Bar No. 11944
6 **EGLET ADAMS**
7 400 S. Seventh St., Suite 400
8 Las Vegas, NV 89101
9 (702) 450-5400; Fax: (702) 450-5451
10 eservice@egletlaw.com

CASE NO: A-21-829886-C
Department 13

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
MATTHEW L. SHARP, ESQ.
Nevada Bar No. 4746
MATTHEW L. SHARP, LTD.
432 Ridge Street
Reno, NV 89501
(775) 324-1500; Fax: (775) 284-0675
Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

CARLO CANNUSCIO, KEVIN O'DONNELL,
individually and on behalf of all those similarly
situated,

Case No.:
Dept. No.:

Plaintiffs,

vs.

COMPLAINT

GEICO ADVANTAGE INSURANCE
COMPANY, GEICO CASUALTY COMPANY,
GEICO CHOICE INSURANCE COMPANY,
GEICO GENERAL INSURANCE COMPANY,
GEICO INDEMNITY COMPANY, GEICO
SECURE INSURANCE COMPANY, DOES 1
through 10,

**REQUEST FOR BUSINESS
COURT**

**EXEMPT FROM
ARBITRATION**

Jury Trial Demanded

Defendants.

Plaintiffs, Carlo Cannuscio and Kevin O'Donnell, by and through undersigned counsel
and on behalf of themselves and all other similarly situated, hereby submit this Class Action

EGLET ADAMS

1 Complaint against Defendants, Geico Advantage Insurance Company, Geico Casualty Company,
2 Geico Choice Insurance Company, Geico General Insurance Company, Geico Indemnity
3 Company, Geico Secure Insurance Company (hereinafter collectively “Geico”), and DOES 1
4 through 10.

5
6 **I. INTRODUCTION**

7 1. This action seeks class-wide relief for Defendant Geico’s failure to provide and charge a
8 fair and appropriate insurance premium and to provide premium reduction to its Nevada
9 automobile insurance policyholders amid the COVID-19 pandemic.

10 2. Plaintiffs bring this action on behalf of themselves and on behalf of all Nevada residents
11 who held automobile insurance policies through Geico as of March 1, 2020, and who have
12 thereafter continued to be Geico automobile policyholders.

13 3. Plaintiffs and the class, along with everyone in this country, have faced substantial life
14 changes since March 1, 2020 because of the COVID-19 pandemic, including reduced driving
15 time and miles. The reduction of driving time and miles driven reduces the risk associated with
16 insuring Plaintiffs and the class members’ vehicles. Geico has not taken the appropriate action
17 to reduce Plaintiffs and the class members’ premiums to accurately reflect the decreased risk.

18 **II. PARTIES**

19 4. Plaintiff, Carlo Cannuscio, is a resident of the State of Nevada, and a current automobile
20 insurance policyholder of Geico.

21 5. Plaintiff, Kevin O’Donnell, is a resident of the State of Nevada, and a current automobile
22 insurance policyholder of Geico.

23 6. Defendants Geico Advantage Insurance Company, Geico Choice Insurance Company,
24 and Geico Secure Insurance Company, are Nebraska companies, with offices at 1 Geico Plaza,
25 Washington, DC, 20076.

26 7. Defendants Geico Casualty Company, Geico General Insurance Company, and Geico
27 Indemnity Company, are Maryland companies, with offices at 5260 Western Ave. Chevy Chase.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

8. Collectively, Defendants are all part of the Geico family of companies, licensed in Nevada to sell automobile insurance policies within the State of Nevada.

9. Defendants DOE 1 through 10 are insurance companies that fall within the Geico umbrella that provide policies of automobile insurance to Nevada residents.

10. That the true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants herein designated as DOE are unknown to Plaintiffs at this time who therefore sue said Defendants by fictitious names. Plaintiffs allege that each named Defendant herein designated as DOE is negligently, willfully, contractually, or otherwise legally responsible for the events and happenings herein referred to and proximately caused damages to Plaintiffs as herein alleged. Plaintiffs will seek leave of Court to amend this Complaint to insert the true names and capacities of such Defendants when same have been ascertained and will further seek leave to join said Defendant in these proceedings. Plaintiffs believe each Defendant named as DOE was responsible for contributing to Plaintiffs' damages as set forth herein.

III. JURISDICTION AND VENUE

11. That exercise of jurisdiction by this Court over each and every Defendant in this action is appropriate because each and every Defendant has done, and continues to do business in the State of Nevada, and contracted with Nevada residents, breached contracts with Nevada residents, and violated Nevada laws.

12. Geico is an insurance company licensed to do business in Nevada, and it sells automobile insurance to Nevada residents and charges and collects premiums from those citizens.

13. Geico sold a Nevada insurance policy to Plaintiffs where they reside in Clark County, Nevada.

14. That exercise of jurisdiction by this Court is further appropriate where Plaintiffs reside in the County of Clark, State of Nevada.

15. That this Court has jurisdiction over the subject matter of this action. That exercise of the jurisdiction by this Court over Geico in this action is appropriate because Geico has done, and continues to do, business in the State of Nevada, and committed the wrongdoings alleged in this

1 Complaint in the State of Nevada. Additionally, this Court has jurisdiction over the claims alleged
2 herein as they arise out of contracts entered into with Nevada residents and Geico’s actions violate
3 Nevada law.

4 **IV. FACTUAL BACKGROUND APPLICABLE TO THE PROPOSED CLASS**

5 16. Geico is a prolific underwriter of automobile insurance in Nevada.

6
7 17. On information and belief, and throughout the entirety of the COVID-19 pandemic, Geico
8 has enjoyed a substantial share of the auto insurance market in Nevada. At all times relevant to
9 this case, Geico has derived substantial revenues and profits from the sale of automobile insurance
10 to Nevada residents, including Plaintiffs, and all others similarly situated.

11 **V. GENERAL ALLEGATIONS**

12 18. Coronavirus disease 2019 (“COVID-19”), is a novel, virus-borne, and potentially deadly
13 illness that impacts various systems within the body of those infected with the disease. Since its
14 emergence in late 2019, it has spread rapidly across the globe, reaching pandemic levels. On
15 January 20, 2020, it was declared a “public health emergency of international concerns” by the
16 World Health Organization. A week later, the U.S. Secretary of Health and Human Services
17 declared the virus a public health emergency in the United States.

18 19. COVID-19 is highly contagious and appears capable of spreading exponentially through
19 transmission by persons who are symptomatic, asymptomatic, or pre-symptomatic.

20 20. As of the date of this complaint, the U.S. Centers for Disease Control and Prevention has
21 recorded over 28 million cases of COVID-19, and over 497,000 COVID-related deaths in the
22 U.S. alone.

23 21. The State of Nevada suffered over 4,700 COVID-related deaths as of the date of this
24 Complaint.¹

25
26
27
28 ¹ <https://nvhealthresponse.nv.gov/> (last visited February 22, 2021).

1 22. On March 12, 2020, Nevada Governor Steve Sisolak issued the Declaration of Emergency
 2 for COVID-19.² In that declaration, the Governor “determined that the State of Nevada is
 3 experiencing events that require a coordinated response for the health and safety of the public.”³
 4 The declaration “will remain in effect until the Chief Medical Officer notifies the Governor that
 5 the health event has been abated and the Governor issues an order terminating the emergency.”⁴

6 23. On March 15, 2020, Governor Sisolak issued the COVID-19 Declaration of Emergency
 7 Directive 001 closing all “public, community, and private K-12 schools in the state” until the
 8 Order is rescinded.⁵

9 24. On March 19, 2020, Governor Sisolak issued COVID-19 Declaration of Emergency
 10 Directive 002 closing all in-person gaming establishments.⁶

11 25. On March 20, 2020, Governor Sisolak issued COVID-19 Declaration of Emergency
 12 Directive 003 closing all “non-essential businesses” that promote social gatherings and prolonged
 13 interactions between individuals where risk of transmission is high.⁷ These businesses included
 14 recreation centers, clubhouses, nightclubs, movie theaters, massage parlors, adult entertainment
 15 establishments, brothels, live entertainment venues, gyms and studios, and aesthetic services (i.e.
 16 beauty shops, tanning salons, wax salons).⁸

17 26. On March 24, 2020, Governor Sisolak issued COVID-19 Declaration of Emergency
 18 Directive 007, which stated that “[t]he Nevada general public shall not gather in groups of ten or
 19 more in any indoor or outdoor area,” and directing local governments to limit the general public’s
 20 use of “recreational equipment, including, without limitation, playground equipment, basketball
 21
 22

23 ² [https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-12 - COVID-19 Declaration of Emergency/](https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-12_-_COVID-19_Declaration_of_Emergency/) (last
 24 visited January 28, 2021).

25 ³ *Id.*

26 ⁴ *Id.*

27 ⁵ [https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-15 - COVID-
 19 Declaration of Emergency Directive 001/](https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-15_-_COVID-19_Declaration_of_Emergency_Directive_001/) (last visited January 28, 2021).

28 ⁶ [https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-18 - COVID-
 19 Declaration of Emergency Directive 002/](https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-18_-_COVID-19_Declaration_of_Emergency_Directive_002/) (last visited January 28, 2021).

⁷ [https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-20 - COVID-
 19 Declaration of Emergency Directive 003 \(Attachments\)/](https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-20_-_COVID-19_Declaration_of_Emergency_Directive_003_(Attachments)/) (last visited January 28, 2021).

⁸ *Id.*

1 courts, volleyball courts, baseball fields, beaches, or football fields, in a manner that causes the
2 congregation of ten or more persons.”⁹

3 27. On November 10, 2020, Governor Sisolak once again urged all Nevadans to restrict their
4 activities outside the home to only those essential activities for two (2) weeks, dubbed “Stay at
5 Home 2.0.” This request is a direct result of the rising numbers of COVID-19 infections within
6 the State. The Governor warned that, if the infection numbers do not decrease, the State will likely
7 be subject to another mandatory shut-down.

8 28. The practical effect of the COVID-19 crisis and the State of Nevada’s response thereto
9 has been to dramatically reduce the vehicle traffic on Nevada’s roads. With non-essential
10 businesses and schools closed as well as the limitation on the size of gatherings and people forced
11 to remain at home due to the public health crisis, Nevada residents have been driving less
12 frequently and shorter distances.

13 29. Vehicular traffic throughout Nevada has been greatly reduced during the COVID-19
14 pandemic. For example, in April 2020, the vehicular traffic at the Nevada-California border was
15 sixty-six percent (66%) lower than it was in April 2019. Traffic volumes decreased between sixty
16 percent (60%) to seventy percent (70%) compared to the same time periods in 2019. These
17 reductions have been statewide.

18 30. With fewer people driving fewer miles, there are fewer automobile accidents and,
19 therefore, fewer automobile insurance claims. The COVID-19 pandemic has thus led to a
20 dramatic reduction in automobile insurance claims by Nevada residents. For example, there was
21 a sixty percent (60%) reduction in automobile accidents in Southern Nevada in March 2020 from
22 the prior year. This significant drop in driving, collisions, and automobile insurance claims during
23 the pandemic will almost certainly continue for the foreseeable future, and for as long as the
24 COVID-19 crisis continues.

25 31. In particular, the COVID-19 pandemic has led to a dramatic reduction in the number of
26 Nevada automobile insurance claims that have been submitted and will be submitted to Geico.

27 _____
28 ⁹ [https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-24 - COVID-19 Declaration of Emergency Directive 007 \(Attachments\)/](https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-24_-_COVID-19_Declaration_of_Emergency_Directive_007_(Attachments)/) (last visited January 28, 2021).

1 32. Insurance companies have provided varying forms of premium refunds or credits during
 2 the COVID-19 pandemic ranging from nothing at all to the 35% CHUBB provided to its insureds.
 3 These refunds or credits are arbitrary and inconsistent in amount and duration. In fact, the only
 4 consistency among the refunds or credits is that they are arbitrary and capricious, as well as
 5 insufficient to provide fair, actual, and meaningful relief to the insureds as illustrated in the
 6 following table:

Insurance Company	Quantity	Duration
Acuity	\$50 - \$100 one time refund (amount depends on the number of insured vehicles)	One time
Allstate	15% discount	2 months (April & May 2020)
Farmers Insurance	25% credit for 1 month and 15% for 1 month	2 months (April & May 2020)
Geico	15% credit	For an entire policy, but ONLY upon insurance renewal between April 8 – Oct 7, 2020.
Liberty Mutual	15% refund	2 months (April & May 2020)
Nationwide	\$50	One time
Progressive	20% credit	2 months (April & May 2020)
State Farm	25% credit	3 months (March – May 2020)
Travelers	15% credit	3 months (April - June 2020)
USAA	20% credit for 3 months then reduced to a 10% credit for 2 months	5 months (March – July 2020)

22 Though each insurance provider represented to its insureds that it understood the challenges
 23 individuals are facing during the COVID-19 pandemic and presented that fair refunds and credits
 24 were being issued, yet, none of them offered any meaningful relief that actually reflects the
 25 reduction in cars on the road and reduced driving during the pandemic.
 26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

A. Geico’s Wrongdoing

33. Personal insurance rates are set to cover future expected claims and expenses. Auto insurers, including the Defendant Geico, develop such rates by extrapolating from recent historical experience with premium payments, claims submitted, claim settlement expenses, and non-claim selling and administrative expenses, and then projecting future claims and costs from that data.

34. Under Nevada law, Defendant Geico may not charge an insurance premium that is excessive.

35. A premium is based, in part, upon what Defendant Geico anticipates for future claims payments both in severity and frequency, and premiums are calculated based upon the extent of the insured’s normal driving routine.

36. As a result of COVID-19 restrictions, the frequency and severity of claims incurred by Geico were dramatically reduced and significantly less than what was anticipated when the premium was charged.

37. As a result of COVID-19 restrictions, Geico insureds drove significantly less than what was anticipated by Geico when it developed the premium. As an example, Plaintiffs’ driving time and mileage has been, and continue to be, greatly reduced because of the COVID-19 pandemic.

38. As a result of COVID-19 restrictions, Geico has and will incur significantly less expenses in claim payments than what was anticipated when the premium was charged.

39. As a result of COVID-19 restrictions, Geico has charged and collected an excessive premium to its insureds in the past and into the future.

40. Geico is aware that it cannot charge excessive premiums, and it has an affirmative duty under law to return any excessive premiums that was collected.

41. Many auto insurers have provided what the industry refers as “premium relief” to their policyholders, but the so-called “relief” is actually designed to allow insurers to retain excessive premiums in light of COVID-19 restrictions.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

42. Geico knows that the premiums it charged and collected following COVID-19 restrictions is grossly excessive.

43. Specifically, in statements posted on its website (and still shown on the website as of the filing of this Complaint), Geico offered its existing Nevada policyholders a fifteen percent (15%) credit toward premiums on auto policy **renewals** where the policy is renewed during the period from April 8, 2020 to April 7, 2021. Geico has thus offered no premium relief for Nevada auto policies that are currently in place, even though the COVID-19 crisis has rendered the premiums paid for these existing policies grossly excessive unless its insureds renew their insurance policies.

44. This premium credit is inadequate such that even if the credit is applied to Plaintiffs and those similarly situated, the Plaintiffs have paid and will continue to pay a grossly excessive premium.

45. This premium credit is designed to allow Geico to retain a grossly excessive premium and to continue charging a grossly excessive premium into the future.

46. Geico has and will continue to receive a windfall as a result of, the COVID-19 pandemic.

47. Geico, has continued to retain the excessive premium Plaintiffs, and those similarly situated, have paid and will pay into the future.

VI. CLASS ACTION ALLEGATIONS

48. Carlo Cannuscio and Kevin O'Donnell bring this action on behalf of themselves and all others similarly situated, as representatives of the following proposed class: All Nevada residents who were automobile insurance policyholders of Defendant Geico as of March 1, 2020, and who have thereafter continued to be Geico automobile insurance policyholders.

49. Numerosity: Upon information and belief, Plaintiffs allege that the total number of Class members is dispersed across the State of Nevada. Consequently, joinder of the individual Class members would be impracticable. While the exact number of Class members is unknown to Plaintiffs at this time, and can only be ascertained through appropriate discovery, Plaintiffs believe that there are thousands of members in the proposed Class such that the disposition of the

1 individual claims of the respective Class members through this Class action will benefit both the
 2 parties and this Court, and will facilitate judicial economy.

3 50. Ascertainability: The Class is ascertainable because, on information and belief, each Class
 4 member who holds a policy for automobile insurance through Geico that was active as of March
 5 1, 2020, is kept and stored in Geico’s electronic database and records.

6 51. Typicality: Plaintiffs’ claims are typical of the members of the Class. The claims of
 7 Plaintiffs and the members of the Class are based on the same legal theories and arise from the
 8 same conduct. As such, the claims of the Plaintiffs and the Class rise and fall together and are
 9 typical of one another.

10 52. Common Questions of Fact and Law Predominate: Judicial determination of the common
 11 legal and factual issues essential to this case would be far more efficient and economical as a class
 12 action than in piecemeal individual determinations. There is no plain, speedy, or adequate remedy
 13 other than by maintenance of this lawsuit as a class action because individual actions for premium
 14 refunds are relatively small, making it economically infeasible for Class Members to pursue
 15 remedies individually. The prosecution of separate actions by individual Members of the Class,
 16 even if theoretically possible, would create a risk of inconsistent or varying adjudications with
 17 respect to the individual Class Members against Defendants and would establish incompatible
 18 standards of conduct for the Defendants. There are several questions of law or fact common to
 19 all Class members including, but not limited to:

- 20 a. Whether each member of the proposed class was a policyholder under an existing
- 21 Geico automobile insurance policy as of March 1, 2020, and has since continued
- 22 to be a Geico policyholder;
- 23 b. Whether Geico has charged each member an excessive premium following
- 24 COVID-19 restrictions;
- 25 c. Whether each member of the proposed class has been offered or provided with the
- 26 inadequate premium reduction described in paragraph 43 above;
- 27
- 28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- d. Whether the fairness and/or reasonableness of Geico’s program of premium reduction, as described above, is governed by the terms of its automobile policies and Nevada law;
- e. Whether Geico’s offer or provision of premium reduction, as described in paragraph 43 above, constitutes an unfair or deceptive act or practice;
- f. Whether Geico implemented its offer of premium reduction, as described in paragraph 43 above, with the expectation that others would rely upon any misrepresentation, or any concealment or omission of material fact, subsumed within such offer;
- g. Whether Geico’s program of premium reduction, as described in paragraph 43 above, is unfair and/or unreasonable;
- h. Whether Geico’s program of premium reduction, as described in paragraph 43 above, constitutes a breach of the implied covenant of good faith and fair dealing contained in each of the company’s Nevada automobile insurance policies;
- i. Whether Geico’s program of premium reduction, as described in paragraph 43 above, results in a violation of Nevada law; and
- j. Whether Geico owes greater COVID-related premium reduction to its Nevada automobile insurance policyholders.

53. Adequacy of Representation: Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the other members of the Class. Plaintiffs will fairly, adequately, and vigorously represent and protect the interests of the members of the Class and have no interests antagonistic to the members of the Class. Plaintiffs have retained counsel who are competent and experienced in the prosecution of complex consumer class action litigation. Plaintiffs’ attorneys have the resources, expertise, and experience to prosecute this action, and do not have knowledge of any conflicts among the members of Plaintiffs’ Class, or any conflicts between the Class and Plaintiffs’ attorneys.

54. Superiority: The class action is superior to other available methods for the fair and efficient adjudication of this controversy because: (a) the prosecution of a multitude of separate

1 actions would be inefficient and wasteful of judicial resources; (b) the members of the Class may
2 be scattered throughout Nevada and are not likely to be able to enforce their rights unless this
3 action is maintained as a class action; (c) the issues raised can be more fairly and efficiently
4 resolved in the context of a single action rather than through piecemeal litigation in the context
5 of separate actions; (d) the resolution of litigation in a single forum will avoid the danger and
6 resultant confusion of possible inconsistent determinations; (e) the prosecution of separate actions
7 would create the risk of inconsistent or varying adjudications; (f) Defendants have acted and will
8 act on grounds applicable to all Class members; (g) individual Class members' premium refund
9 claims are relatively small and the expense and burden of individual litigation makes it impossible
10 for Class members to individually redress the wrongs done to them; and (h) questions of law
11 and/or fact common to the Class, especially on issues of liability, predominate over any individual
12 question.

13 **VII. CAUSES OF ACTION**

14 **FIRST CAUSE OF ACTION**

15 **Declaratory Relief Pursuant to NRS 30.040**

16 55. Plaintiffs, Carlo Cannuscio and Kevin O'Donnell on behalf of themselves and all others
17 similarly situated, repeat and incorporate by reference the allegations set forth in paragraphs 1
18 through 54 above.

19 56. Geico has charged an excessive premium following COVID-19 restrictions.

20 57. Geico's program of premium reduction, as described in paragraph 43 above, continues to
21 unlawfully deprive its Nevada automobile insurance policyholders of the full and fair COVID-
22 related premium relief to which they are entitled.

23 58. Geico's program of premium reduction, as described in paragraph 43 above, is designed
24 to secure for Geico, and has secured and will continue to secure for Geico, an unfair windfall at
25 the expense of Geico's Nevada automobile insurance policyholders.

26 59. Geico's program of premium reduction, as described in paragraph 43 above, is unlawful.
27
28

1 72. Geico breached the insurance contract when it collected an excessive premium from
2 Plaintiffs and those similarly situated.

3 73. As a direct result of Geico’s breach of contract, Plaintiffs, Carlo Cannuscio and Kevin
4 O’Donnell on behalf of themselves and all others similarly situated, have been damaged as they
5 paid an excessive premium and will continue to pay an excessive premium into the future.

6 74. As a direct and proximate result of the foregoing and as a result of the breach by
7 Defendants, Plaintiffs, and those similarly situated, have sustained damages in an amount
8 exceeding Fifteen Thousand Dollars (\$15,000.00).

9 75. It has been necessary for Plaintiffs to retain the services of counsel to represent them, and
10 those similarly situation, to bring this action, and Plaintiffs are entitled to recovery of attorneys’
11 fees and costs incurred herein.

12 **THIRD CAUSE OF ACTION**

13 **Breach of the Covenant of Good Faith and Fair Dealing (Contract)**

14 76. Plaintiffs, Carlo Cannuscio and Kevin O’Donnell on behalf of themselves and all others
15 similarly situated, repeat and incorporate by reference the allegations set forth in paragraphs 1
16 through 75 above.

17 77. Each existing automobile insurance policy Geico has issued in the State of Nevada
18 contains an implied covenant of good faith and fair dealing.

19 78. Geico owes a duty of good faith and fair dealing to Plaintiffs and those similarly situated
20 to act in a manner that is faithful to the purpose and spirit of the contract.

21 79. In order to fulfill the purpose and spirit of the contract, Geico must charge a premium that
22 is reasonable in relation to the risk insured against and is not excessive.

23 80. Geico is aware that the effects of the COVID-19 pandemic and restrictions materially
24 changed the nature of the risk being insured because there was a material decrease in the claims
25 frequency and severity.

26 81. In light of the change of the risk being insured, the pre-COVID-19 premium is excessive
27 in relation to the COVID-19 risks.

28

1 82. Plaintiffs, and those similarly situated, paid an excessive premium when they paid the
2 premium Geico charged.

3 83. Geico has deliberately contravened the intention and spirit of the contract by collecting
4 and retaining the excessive premium.

5 84. Geico breached its duty of good faith and fair dealing when it collected and collected and
6 retained an excessive premium from Plaintiffs and those similarly situated.

7 85. As a direct result of Geico’s breach of contract, Plaintiffs, Carlo Cannuscio and Kevin
8 O’Donnell on behalf of themselves and all others similarly situated, have been damaged as they
9 paid an excessive premium and will continue to do so into the future.

10 86. As a direct and proximate result of the foregoing and as a result of the breach by
11 Defendants, Plaintiffs, and those similarly situated, have sustained damages in an amount
12 exceeding Fifteen Thousand Dollars (\$15,000.00).

13 87. It has been necessary for Plaintiffs to retain the services of counsel to represent them, and
14 those similarly situation, to bring this action, and Plaintiffs are entitled to recovery of attorneys’
15 fees and costs incurred herein.

16
17 **FOURTH CAUSE OF ACTION**

18 **Bad Faith**

19 88. Plaintiffs, Carlo Cannuscio and Kevin O’Donnell on behalf of themselves and all others
20 similarly situated, repeat and incorporate by reference the allegations set forth in paragraphs 1
21 through 87 above.

22 89. Geico owes a duty of good faith and fair dealing to Plaintiffs, and all others similarly
23 situated insureds and the duty is imposed by law.

24 90. As part of its duty of good faith and fair dealing, Geico has fiduciary-like relationship to
25 Plaintiffs and all other similarly situated insureds.

26 91. Under the law, Plaintiffs, and all those similarly situated insureds, have the right to expect
27 trust and confidence in the integrity and fidelity of Geico.

28

1 92. Geico contracted with Plaintiffs, and all those similarly situated, to provide protection,
2 peace of mind, and security as it relates to their automobile insurance.

3 93. As set forth herein, Geico, as part of its fiduciary-like duties, cannot charge or retain an
4 excessive premium.

5 94. Geico has breached its duty of good faith and fair dealing by charging and collecting from
6 Plaintiffs, and all those similarly situated, an excessive premium.

7 95. Geico has acted unreasonably with knowledge there is no unreasonable basis for its
8 conduct.

9 96. Geico represented to its customers, including Plaintiffs, and all those similarly situated,
10 that it was taking measures to reduce costs to Plaintiffs, and all those similarly situated, during
11 the COVID-19 crisis.

12 97. Geico misrepresented the nature of any relief it may offer to its customers, including
13 Plaintiffs, and all those similarly situated.

14 98. Geico offered its existing Nevada policyholders a fifteen percent (15%) credit toward
15 premiums on auto policy **renewals** where the policy is renewed during the period from April 8,
16 2020 to April 7, 2021. Geico has thus offered no premium relief for Nevada auto policies that
17 are currently in place, even though the COVID-19 crisis has rendered the premiums paid for these
18 existing policies grossly excessive.

19 99. This limited credit, provided only on policy renewals is insufficient, particularly where
20 driving in the State has declined between forty percent (40%) and seventy percent (70%)
21 depending on the week.

22 100. In so doing, Geico is taking advantage of its insureds, including Plaintiffs and
23 those similarly situated, by continuing to collect and charge excessive premiums despite the
24 greatly reduced risk and enjoying substantial profits as a result.

25 101. Geico has acted in bad faith in breaching the fiduciary responsibility it owes to
26 Plaintiffs and all those similarly situated.

27 102. Geico's actions were not keeping with the relationship of trust and confidence with
28 its insureds, including Plaintiffs and all those similarly situated.

1 109. In making its offer of premium reduction, Geico represented to its Nevada
2 automobile insurance policyholders (implicitly, if not explicitly) that such offer is fair and
3 reasonable, when in fact it is neither.

4 110. In making its offer of premium reduction, Geico concealed from its Nevada
5 automobile insurance policyholders, or omitted to share with such policyholders, the inadequacy
6 and unfairness of that offer. Geico engaged in such conduct with the intent that others rely upon
7 such concealment and/or omission.

8 111. In making its offer of premium reduction, Geico expressly represented to its
9 Nevada automobile insurance policyholders that its “goal” is to help support its customers and
10 that it “knows every bit counts and being able to save money matters.” This was a
11 misrepresentation of Geico’s intent as the premium credit was only provided once even though
12 Governor Sisolak’s March 12, 2020 emergency declaration has been ongoing for 11 months, and
13 may continue for several months.

14 112. As a direct result of Geico’s conduct, Plaintiffs, Carlo Cannuscio and Kevin
15 O’Donnell on behalf of themselves and all others similarly situated, have been deprived of fair
16 and adequate premiums as well as COVID-related premium reduction to which they are fairly
17 and lawfully entitled.

18 113. As a direct and proximate result of the foregoing and as a result of the breach by
19 Defendants, Plaintiffs, and those similarly situated, have sustained damages in an amount
20 exceeding Fifteen Thousand Dollars (\$15,000.00).

21 114. Defendants made intentional misrepresentations to their insureds and acted with
22 conscious disregard to the rights of their insureds thus entitling Plaintiffs, and all those similarly
23 situated, to an award of punitive damages.

24 115. It has been necessary for Plaintiffs to retain the services of counsel to represent
25 them, and those similarly situation, to bring this action, and Plaintiffs are entitled to recovery of
26 attorneys’ fees and costs incurred herein.

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, and those similarly situated, pray for relief and damages as follows, that the court:

- A. Determine this action is a proper class action and appoint Plaintiffs representatives of the Class under Rule 23 of the Nevada Rules of Civil Procedure;
- B. Declare the parties’ rights, duties, status, or other legal relations;
- C. Enter the judicial declarations sought by this complaint;
- D. Award compensatory damages to Plaintiffs, and all others similarly situated, for Geico’s wrongful conduct detailed above;
- E. Award punitive damages;
- F. Award to Plaintiffs, and all others similarly situated, all attorneys’ fees and costs; and
- G. Award such other and further relief as this Court deems just and appropriate.

DATED this 23rd day of February, 2021.

EGLET ADAMS

MATTHEW L. SHARP, LTD.



/s/ Matthew L. Sharp

ROBERT T. EGLET, ESQ.
Nevada Bar No. 3402
CASSANDRA S.M. CUMMINGS, ESQ.
Nevada Bar No. 11944
Attorneys for Plaintiff

MATTHEW L. SHARP, ESQ.
Nevada Bar No. 4746