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CASE NO: A-21-829908-B
Department 27

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DISTRICT COURT
CLARK COUNTY, NEVADA

BRUCE GREENFIELD, JOHNNY TRUJILLO,
individually and on behalf of all those similarly
situated,

Case No.:
Dept. No.:

Plaintiffs,

vs.

COMPLAINT

**REQUEST FOR BUSINESS
COURT**

**EXEMPT FROM
ARBITRATION**

Jury Trial Demanded

PROGRESSIVE ADVANCED INSURANCE
COMPANY, PROGRESSIVE CASUALTY
INSURANCE COMPANY, PROGRESSIVE
CLASSIC INSURANCE COMPANY,
PROGRESSIVE COMMERCIAL CASUALTY
COMPANY, PROGRESSIVE DIRECT
INSURANCE COMPANY, PROGRESSIVE MAX
INSURANCE COMPANY, PROGRESSIVE
NORTHERN INSURANCE COMPANY,
PROGRESSIVE NORTHWESTERN
INSURANCE COMPANY, PROGRESSIVE
PREFERRED INSURANCE COMPANY,

EGLET ADAMS

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PROGRESSIVE SPECIALTY INSURANCE
COMPANY, DOES 1 through 10.

Defendants.

Plaintiffs, Bruce Greenfield and Johnny Trujillo, by and through the undersigned counsel and on behalf of themselves and all other similarly situated, hereby submit this Class Action Complaint against Defendant, Progressive Advanced Insurance Company, Progressive Casualty Insurance Company, Progressive Classic Insurance Company, Progressive Commercial Casualty Company, Progressive Direct Insurance Company, Progressive Max Insurance Company, Progressive Northern Insurance Company, Progressive Northwestern Insurance Company, Progressive Preferred Insurance Company, Progressive Specialty Insurance Company (hereinafter collectively “Progressive”), and DOES 1 through 10.

I. INTRODUCTION

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

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

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

1 II. PARTIES

2 4. Plaintiff, Bruce Greenfield, is a resident of the State of Nevada, and a current automobile
3 insurance policyholder of Progressive.

4 5. Plaintiff, Johnny Trujillo, is a resident of the State of Nevada, and a current automobile
5 insurance policyholder of Progressive.

6 6. Defendants Progressive Advanced Insurance Company, Progressive Casualty Insurance
7 Company, Progressive Classic Insurance Company, Progressive Commercial Casualty Company,
8 Progressive Direct Insurance Company, Progressive Max Insurance Company, Progressive
9 Northern Insurance Company, Progressive Northwestern Insurance Company, Progressive
10 Preferred Insurance Company, Progressive Specialty Insurance Company (hereinafter
11 collectively “Progressive”), are all Ohio companies with offices at 6300 Wilson Mills Road,
12 Mayfield Village, Ohio, 44143.

13 7. Defendant, Progressive Casualty Insurance Company, is an Ohio Corporation registered
14 to do business in the State of Nevada.

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

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

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

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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. Progressive 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. Progressive 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 Progressive in this action is appropriate because Progressive has done, and continues to do, business in the State of Nevada, and committed the wrongdoings alleged in this Complaint in the State of Nevada. Additionally, this Court has jurisdiction over the claims alleged herein as they arise out of contracts entered into with Nevada residents and Progressive’s actions violate Nevada law.

IV. FACTUAL BACKGROUND APPLICABLE TO THE PROPOSED CLASS

16. Progressive is a prolific underwriter of automobile insurance in Nevada.

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

V. GENERAL ALLEGATIONS

18. Coronavirus disease 2019 (“COVID-19”), is a novel, virus-borne, and potentially deadly illness that impacts various systems within the body of those infected with the disease. Since its emergence in late 2019, it has spread rapidly across the globe, reaching pandemic levels. On

1 January 20, 2020, it was declared a “public health emergency of international concerns” by the
2 World Health Organization. A week later, the U.S. Secretary of Health and Human Services
3 declared the virus a public health emergency in the United States.

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

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

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

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

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

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

21 25. On March 20, 2020, Governor Sisolak issued COVID-19 Declaration of Emergency
22 Directive 003 closing all “non-essential businesses” that promote social gatherings and prolonged
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24 ¹ <https://nvhealthresponse.nv.gov/> (last visited February 22, 2021).
25 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
26 visited January 28, 2021).
27 ³ *Id.*
28 ⁴ *Id.*
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).
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).

1 interactions between individuals where risk of transmission is high.⁷ These businesses included
 2 recreation centers, clubhouses, nightclubs, movie theaters, massage parlors, adult entertainment
 3 establishments, brothels, live entertainment venues, gyms and studios, and aesthetic services (i.e.
 4 beauty shops, tanning salons, wax salons).⁸

5 26. On March 24, 2020, Governor Sisolak issued COVID-19 Declaration of Emergency
 6 Directive 007, which stated that “[t]he Nevada general public shall not gather in groups of ten or
 7 more in any indoor or outdoor area,” and directing local governments to limit the general public’s
 8 use of “recreational equipment, including, without limitation, playground equipment, basketball
 9 courts, volleyball courts, baseball fields, beaches, or football fields, in a manner that causes the
 10 congregation of ten or more persons.”⁹

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

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

21 29. Vehicular traffic throughout Nevada has been greatly reduced during the COVID-19
 22 pandemic. For example, in April 2020, the vehicular traffic at the Nevada-California border was
 23 sixty-six percent (66%) lower than it was in April 2019. Traffic volumes decreased between sixty
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26 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).

27 ⁸ *Id.*

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 percent (60%) to seventy percent (70%) compared to the same time periods in 2019. These
 2 reductions have been statewide.

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

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

13 32. Insurance companies have provided varying forms of premium refunds or credits during
 14 the COVID-19 pandemic ranging from nothing at all to the 35% CHUBB provided to its insureds.
 15 These refunds or credits are arbitrary and inconsistent in amount and duration. In fact, the only
 16 consistency among the refunds or credits is that they are arbitrary and capricious, as well as
 17 insufficient to provide fair, actual, and meaningful relief to the insureds as illustrated in the
 18 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)

Insurance Company	Quantity	Duration
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)

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

A. Progressive’s Wrongdoing

33. Personal insurance rates are set to cover future expected claims and expenses. Auto insurers, including the Defendant Progressive, 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 Progressive may not charge an insurance premium that is excessive.

35. A premium is based, in part, upon what Defendant Progressive 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 Progressive were dramatically reduced and significantly less than what was anticipated when the premium was charged.

37. As a result of COVID-19 restrictions, Progressive insureds drove significantly less than what was anticipated by Progressive when it developed the premium. As an example, Plaintiffs’

1 driving time and mileage have been, and continue to be, greatly reduced because of the COVID-
2 19 pandemic.

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

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

7 40. Progressive is aware that it cannot charge excessive premiums, and it has an affirmative
8 duty under law to return any excessive premiums that were collected.

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

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

14 43. Specifically, Progressive represented on its website (in a post that remains at the time of
15 filing) that it is “committed to making sure that [customers] have the protection and support [they]
16 need.” Despite this representation, Progressive only provided a premium credit of twenty percent
17 (20%) for the months of April and May, 2020.

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

21 45. This premium credit is designed to allow Progressive to retain a grossly excessive
22 premiums and to continue charging grossly excessive premiums into the future.

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

25 47. Progressive, has continued to retain the excessive premium Plaintiffs, and those similarly
26 situated, have paid and will pay excess premiums into the future.

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VI. CLASS ACTION ALLEGATIONS

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2 48. Plaintiffs bring this action on behalf of themselves and all others similarly situated, as
3 representatives of the following proposed class: All Nevada residents who were automobile
4 insurance policyholders of Defendant Progressive as of March 1, 2020, and who have thereafter
5 continued to be Progressive automobile insurance policyholders.

6 49. Numerosity: Upon information and belief, Plaintiffs allege that the total number of Class
7 members is dispersed across the State of Nevada. Consequently, joinder of the individual Class
8 members would be impracticable. While the exact number of Class members is unknown to
9 Plaintiffs at this time, and can only be ascertained through appropriate discovery, Plaintiffs
10 believe that there are thousands of members in the proposed Class such that the disposition of the
11 individual claims of the respective Class members through this Class action will benefit both the
12 parties and this Court, and will facilitate judicial economy.

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

16 51. Typicality: Plaintiffs’ claims are typical of the members of the Class. The claims of
17 Plaintiffs and the members of the Class are based on the same legal theories and arise from the
18 same conduct. As such, the claims of the Plaintiffs and the Class rise and fall together and are
19 typical of one another.

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

- 3 a. Whether each member of the proposed class was a policyholder under an existing
4 Progressive automobile insurance policy as of March 1, 2020, and has since
5 continued to be a Progressive policyholder;
- 6 b. Whether Progressive has charged each member an excessive premium following
7 COVID-19 restrictions;
- 8 c. Whether each member of the proposed class has been offered or provided with the
9 inadequate premium reduction described in paragraph 43 above;
- 10 d. Whether the fairness and/or reasonableness of Progressive’s program of premium
11 reduction, as described above, is governed by the terms of its automobile policies
12 and Nevada law;
- 13 e. Whether Progressive’s offer or provision of premium reduction, as described in
14 paragraph 43 above, constitutes an unfair or deceptive act or practice;
- 15 f. Whether Progressive implemented its offer of premium reduction, as described in
16 paragraph 43 above, with the expectation that others would rely upon any
17 misrepresentation, or any concealment or omission of material fact, subsumed
18 within such offer;
- 19 g. Whether Progressive’s program of premium reduction, as described in paragraph
20 43 above, is unfair and/or unreasonable;
- 21 h. Whether Progressive’s program of premium reduction, as described in paragraph
22 43 above, constitutes a breach of the implied covenant of good faith and fair
23 dealing contained in each of the company’s Nevada automobile insurance policies;
- 24 i. Whether Progressive’s program of premium reduction, as described in paragraph
25 43 above, results in a violation of Nevada law; and
- 26 j. Whether Progressive owes greater COVID-related premium reduction to its
27 Nevada automobile insurance policyholders.

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

9 54. Superiority: The class action is superior to other available methods for the fair and
10 efficient adjudication of this controversy because: (a) the prosecution of a multitude of separate
11 actions would be inefficient and wasteful of judicial resources; (b) the members of the Class may
12 be scattered throughout Nevada and are not likely to be able to enforce their rights unless this
13 action is maintained as a class action; (c) the issues raised can be more fairly and efficiently
14 resolved in the context of a single action rather than through piecemeal litigation in the context
15 of separate actions; (d) the resolution of litigation in a single forum will avoid the danger and
16 resultant confusion of possible inconsistent determinations; (e) the prosecution of separate actions
17 would create the risk of inconsistent or varying adjudications; (f) Defendants have acted and will
18 act on grounds applicable to all Class members; (g) individual Class members’ premium refund
19 claims are relatively small and the expense and burden of individual litigation makes it impossible
20 for Class members to individually redress the wrongs done to them; and (h) questions of law
21 and/or fact common to the Class, especially on issues of liability, predominate over any individual
22 question.

23
24 **VII. CAUSES OF ACTION**

25 **FIRST CAUSE OF ACTION**

26 **Declaratory Relief Pursuant to NRS 30.040**

27 55. Plaintiffs, on behalf of themselves and all others similarly situated, repeat and incorporate
28 by reference the allegations set forth in paragraphs 1 through 54 above.

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

2 57. Progressive’s program of premium reduction, as described in paragraph 43 above,
3 continues to unlawfully deprive its Nevada automobile insurance policyholders of the full and
4 fair COVID-related premium relief to which they are entitled.

5 58. Progressive’s program of premium reduction, as described in paragraph 43 above, is
6 designed to secure for Progressive, and has secured and will continue to secure for Progressive,
7 an unfair windfall at the expense of Progressive’s Nevada automobile insurance policyholders.

8 59. Progressive’s program of premium reduction, as described in paragraph 43 above, is
9 unlawful.

10 60. An actual controversy of a justiciable nature exists regarding the contractual relationship
11 between the Plaintiffs, on behalf of themselves and all others similarly situated, and Progressive,
12 concerning the parties’ rights and obligations with respect to Progressive’s program of COVID-
13 related premium reduction.

14 61. The controversy is of sufficient immediacy to justify the entry of a declaratory judgment
15 regarding the contracts between the Plaintiffs, and all others similarly situated, and Progressive.

16 62. An actual controversy of a justiciable nature exists regarding Progressive’s statutory
17 responsibilities to provide automobile insurance and to not charge excessive premiums.

18 63. An award of declaratory relief by this Court will terminate some or all the existing
19 controversy between the parties.

20 **SECOND CAUSE OF ACTION**

21 **Breach of Contract**

22 64. Plaintiffs, on behalf of themselves, and all others similarly situated, repeat and incorporate
23 by reference the allegations set forth in paragraphs 1 through 63 above.

24 65. Plaintiffs, and Class members, each entered an insurance contract for automobile
25 insurance with Progressive.

26 66. The insurance contract is governed by Nevada law.

27 67. Progressive agreed to charge a premium that was reasonable in relation to the risk and
28 was not excessive.

1 68. Progressive should charge for the right coverage at the right price.

2 69. Progressive is aware of that the effects of the COVID-19 pandemic and restrictions
3 materially changed the nature of the risk being insured because there was material decrease in the
4 claims frequency and severity.

5 70. In light of the change of the risk being insured, the pre-COVID-19 premium is excessive
6 in relation to the COVID-19 risks.

7 71. Plaintiffs, and those similarly situated, paid an excessive premium when they paid the
8 premium Progressive charged.

9 72. Progressive breached the insurance contract when it collected an excessive premium from
10 Plaintiffs and those similarly situated.

11 73. As a direct result of Progressive’s breach of contract, Plaintiffs on behalf of themselves
12 and all others similarly situated, have been damaged as they paid an excessive premium and will
13 continue to pay an excessive premium into the future.

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

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

20 **THIRD CAUSE OF ACTION**

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

22 76. Plaintiffs, on behalf of themselves and all others similarly situated, repeat and incorporate
23 by reference the allegations set forth in paragraphs 1 through 75 above.

24 77. Each existing automobile insurance policy Progressive has issued in the State of Nevada
25 contains an implied covenant of good faith and fair dealing.

26 78. Progressive owes a duty of good faith and fair dealing to Plaintiffs and those similarly
27 situated, to act in a manner that is faithful to the purpose and spirit of the contract.

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

3 80. Progressive is aware that the effects of the COVID-19 pandemic and restrictions
4 materially changed the nature of the risk being insured because there was a material decrease in
5 the claims frequency and severity.

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

8 82. Plaintiffs, and those similarly situated, paid an excessive premium when they paid the
9 premium Progressive charged.

10 83. Progressive has deliberately contravened the intention and spirit of the contract by
11 collecting and retaining the excessive premium.

12 84. Progressive breached its duty of good faith and fair dealing when it collected and collected
13 and retained an excessive premium from Plaintiffs and those similarly situated.

14 85. As a direct result of Progressive’s breach of contract, Plaintiffs on behalf of themselves
15 and all others similarly situated, have been damaged as they paid an excessive premium and will
16 continue to do so into the future.

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

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

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24 **FOURTH CAUSE OF ACTION**

25 **Bad Faith**

26 88. Plaintiffs, on behalf of themselves and all others similarly situated, repeat and incorporate
27 by reference the allegations set forth in paragraphs 1 through 87 above.

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

3 90. As part of its duty of good faith and fair dealing, Progressive has a fiduciary-like
4 relationship to Plaintiffs and all other similarly situated insureds.

5 91. Under the law, Plaintiffs, and all those similarly situated insureds, have the right to expect
6 trust and confidence in the integrity and fidelity of Progressive.

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

9 93. As set forth herein, Progressive, as part of its fiduciary-like duties, cannot charge or retain
10 an excessive premium.

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

13 95. Progressive has acted unreasonably with knowledge, and there is no unreasonable basis
14 for its conduct.

15 96. Progressive represented to its customers, including Plaintiffs, and all those similarly
16 situated, that it was taking measures to reduce costs to Plaintiffs, and all those similarly situated,
17 during the COVID-19 crisis.

18 97. Progressive misrepresented the nature of any relief it may offer to its customers, including
19 Plaintiffs, and all those similarly situated.

20 98. Progressive only provided a premium credit of twenty percent (20%) for the months of
21 April and May, 2020.

22 99. This limited premium credit is insufficient, particularly where driving in the State has
23 declined between forty percent (40%) and seventy percent (70%) depending on the week.

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

27 101. Progressive has acted in bad faith in breaching the fiduciary responsibility it owes
28 to Plaintiffs and all those similarly situated.

1 102. Progressive’s actions were not keeping with the relationship of trust and
2 confidence with its insureds, including Plaintiffs and all those similarly situated.

3 103. As a direct and proximate result of the foregoing and as a result of the breach by
4 Defendants, Plaintiffs, and those similarly situated, have sustained damages as they have paid and
5 will continue to pay into the future in an amount exceeding Fifteen Thousand Dollars
6 (\$15,000.00).

7 104. Defendants made intentional misrepresentations to their insureds and acted with
8 conscious disregard to the rights of their insureds thus entitling Plaintiffs, and all those similarly
9 situated, to an award of punitive damages.

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

13
14 **FIFTH CAUSE OF ACTION**

15 **Violation of Nevada’s Deceptive Trade Practices Act (NRS §§ 598.0903 to 598.0999)**

16 106. Plaintiffs, on behalf of themselves and all others similarly situated, repeat, and
17 incorporate by reference the allegations set forth in paragraphs 1 through 105 above.

18 107. At all times relevant herein, Defendants violated the Nevada Deceptive Trade
19 Practices Act, §§ 598.0903 to 598.0999, by representing to its automobile insurance
20 policyholders that they will receive premium rates based upon risk factors, offering an inadequate
21 premium reduction in light of the COVID-19 pandemic, and failing to take into consideration the
22 ongoing decrease in risk due to the decreased volume of vehicle traffic on all roads throughout
23 Nevada.

24 108. Defendants made false or misleading statements of fact concerning the price and
25 cost of its automobile insurance policies, as set forth above, in violation of NRS 598.0915(13)
26 and otherwise knowingly made false representations in their communications with automobile
27 insurance policyholders regarding the COVID-19 premium reduction described above.

28

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

8 111. In making its offer of premium reduction, Progressive expressly represented to its
9 Nevada automobile insurance policyholders that it would be there in their time of need, as it
10 knows its insureds trusted it to do, and that “by sticking together and taking care of one another
11 during these difficult times, we’ll come through this stronger.” This was a misrepresentation of
12 Progressive’s intent as the premium credit was only provided once even though Governor
13 Sisolak’s March 12, 2020 emergency declaration has been ongoing for 11 months, and may
14 continue for several months.

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

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 Progressive'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

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