



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-21-829903-C
Department 30

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 Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

CAMILLE FAGAN,
Plaintiff,

vs.

LIBERTY MUTUAL GROUP, INC., LM
GENERAL INSURANCE, LM INSURANCE
CORPORATION, LM PROPERTY &
CASUALTY INSURANCE COMPANY, DOES 1
through 10,

Defendants.

Case No.:
Dept. No.:

COMPLAINT

**REQUEST FOR BUSINESS
COURT**

**EXEMPT FROM
ARBITRATION**

Jury Trial Demanded

Plaintiff, Camille Fagan, by and through undersigned counsel and on behalf of herself and all other similarly situated, hereby submits this Class Action Complaint against Defendants, Liberty Mutual Group, Inc., LM General Insurance, LM Insurance Corporation, LM Property & Casualty Insurance Company (hereinafter collectively "Liberty Mutual"), and DOES 1 through 10.

EGLET ADAMS

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

I. INTRODUCTION

1. This action seeks class-wide relief for Defendant Liberty Mutual’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. Plaintiff brings this action on behalf of herself and on behalf of all Nevada residents who held automobile insurance policies through Liberty Mutual as of March 1, 2020, and who have thereafter continued to be Liberty Mutual automobile policyholders.

3. Plaintiff 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 Plaintiff and the class members’ vehicles. Liberty Mutual has not taken the appropriate action to reduce Plaintiff and the class members’ premiums to accurately reflect the decreased risk.

II. PARTIES

4. Plaintiff, Camille Fagan, is a resident of the State of Nevada, and a current automobile insurance policyholder of Liberty Mutual.

5. Defendant Liberty Mutual Group, Inc. is a Massachusetts corporation, with offices at 175 Berkeley Street, Boston, Massachusetts, 02116, registered in the State of Nevada. Liberty Mutual has sold, and continues to sell, automobile insurance in the State of Nevada.

6. Liberty Mutual Group, Inc., LM General Insurance, LM Insurance Corporation, LM Property & Casualty Insurance Company (hereinafter collectively “Liberty Mutual”), are Massachusetts corporations with offices at 175 Berkeley Street, Boston, Massachusetts, 02116, who are licensed to sell automobile insurance policies in the State of Nevada.

7. Collectively, Defendants are all part of the Liberty Mutual family of companies.

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

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

10 **III. JURISDICTION AND VENUE**

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

15 11. Liberty Mutual is an insurance company licensed to do business in Nevada, and it sells
16 automobile insurance to Nevada residents and charges and collects premiums from those
17 residents.

18 12. Liberty Mutual sold a Nevada insurance policy to Plaintiff where she resides in Clark
19 County, Nevada.

20 13. That exercise of the jurisdiction by this Court is further appropriate where Plaintiff resides
21 in the County of Clark, State of Nevada.

22 14. That this Court has jurisdiction over the subject matter of this action. That exercise of
23 jurisdiction by this Court over Liberty Mutual in this action is appropriate because Liberty Mutual
24 has done, and continues to do, business in the State of Nevada, and committed the wrongdoings
25 alleged in this Complaint in the State of Nevada. Additionally, this Court has jurisdiction over
26 the claims alleged herein as they arise out of contracts entered into with Nevada residents and
27 Liberty Mutual's actions violate Nevada law.
28

1 The declaration “will remain in effect until the Chief Medical Officer notifies the Governor that
 2 the health event has been abated and the Governor issues an order terminating the emergency.”⁴

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

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

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

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

20 26. On November 10, 2020, Governor Sisolak once again urged all Nevadans to restrict their
 21 activities outside the home to only those essential activities for two (2) weeks, dubbed “Stay at
 22 Home 2.0.” This request is a direct result of the rising numbers of COVID-19 infections within
 23

24 ⁴ *Id.*
 25 ⁵ https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-15_-_COVID-19_Declaration_of_Emergency_Directive_001/ (last visited January 28, 2021).
 26 ⁶ https://gov.nv.gov/News/Emergency_Orders/2020/2020-03-18_-_COVID-19_Declaration_of_Emergency_Directive_002/ (last visited January 28, 2021).
 27 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).
 28 ⁸ *Id.*
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 the State. The Governor warned that, if the infection numbers do not decrease, the State will likely
2 be subject to another mandatory shut-down.

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

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

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

20 30. In particular, the COVID-19 pandemic has led to a dramatic reduction in the number of
21 Nevada automobile insurance claims that have been submitted and will be submitted to Liberty
22 Mutual.

23 31. Insurance companies have provided varying forms of premium refunds or credits during
24 the COVID-19 pandemic ranging from nothing at all to the 35% CHUBB provided to its insureds.
25 These refunds or credits are arbitrary and inconsistent in amount and duration. In fact, the only
26 consistency among the refunds or credits is that they are arbitrary and capricious, as well as
27 insufficient to provide fair, actual, and meaningful relief to the insureds as illustrated in the
28 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)

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. Liberty Mutual’s Wrongdoing

32. Personal insurance rates are set to cover future expected claims and expenses. Auto insurers, including the Defendant Liberty Mutual, 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.

33. Under Nevada law, Defendant Liberty Mutual may not charge an insurance premium that is excessive.

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

4 35. As a result of COVID-19 restrictions, the frequency and severity of claims incurred by
5 Liberty Mutual were dramatically reduced and significantly less than what was anticipated when
6 the premium was charged.

7 36. As a result of COVID-19 restrictions, Liberty Mutual insureds drove significantly less
8 than what was anticipated by Liberty Mutual when it developed the premium. As an example,
9 Plaintiff’s driving time and mileage has been, and continues to be, greatly reduced because of the
10 COVID-19 pandemic.

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

13 38. As a result of COVID-19 restrictions, Liberty Mutual has charged and collected an
14 excessive premium to its insureds in the past and into the future.

15 39. Liberty Mutual is aware that it cannot charge an excessive premiums, and it has an
16 affirmative duty under law to return any excessive premiums that were collected.

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

20 41. Liberty Mutual knows that the premiums it charged and collected following COVID-19
21 restrictions is grossly excessive.

22 42. Specifically, in statements posted on its website (and still shown on the website as of the
23 filing of this Complaint), Liberty Mutual provided a premium credit of fifteen percent (15%) on
24 two months of automobile premiums based on the amount paid as of April 7, 2020.

25 43. This premium credit is inadequate such that even if the credit is applied to Plaintiff and
26 those similarly situated, the Plaintiff has paid and will continue to pay a grossly excessive
27 premium.

28

1 44. This premium credit is designed to allow Liberty Mutual to retain grossly excessive
2 premiums and to continue charging a grossly excessive premiums into the future.

3 45. Liberty Mutual has and will continue to receive a windfall as a result of, the COVID-19
4 pandemic.

5 46. Liberty Mutual, has continued to retain the excessive premiums Plaintiff, and those
6 similarly situated, have paid and will pay into the future.

7
8 **VI. CLASS ACTION ALLEGATIONS**

9 47. Camille Fagan brings this action on behalf of herself and all others similarly situated, as
10 representatives of the following proposed class: All Nevada residents who were automobile
11 insurance policyholders of Defendant Liberty Mutual as of March 1, 2020, and who have
12 thereafter continued to be Liberty Mutual automobile insurance policyholders.

13 48. Numerosity: Upon information and belief, Plaintiff alleges that the total number of Class
14 members is dispersed across the State of Nevada. Consequently, joinder of the individual Class
15 members would be impracticable. While the exact number of Class members is unknown to
16 Plaintiff at this time, and can only be ascertained through appropriate discovery, Plaintiff believes
17 that there are thousands of members in the proposed Class such that the disposition of the
18 individual claims of the respective Class members through this Class action will benefit both the
19 parties and this Court, and will facilitate judicial economy.

20 49. Ascertainability: The Class is ascertainable because, on information and belief, each Class
21 member who holds a policy for automobile insurance through Liberty Mutual that was active as
22 of March 1, 2020, is kept and stored in Liberty Mutual’s electronic database and records.

23 50. Typicality: Plaintiff’s claims are typical of the members of the Class. The claims of
24 Plaintiff and the members of the Class are based on the same legal theories and arise from the
25 same conduct. As such, the claims of the Plaintiff and the Class rise and fall together and are
26 typical of one another.

27 51. Common Questions of Fact and Law Predominate: Judicial determination of the common
28 legal and factual issues essential to this case would be far more efficient and economical as a class

1 action than in piecemeal individual determinations. There is no plain, speedy, or adequate remedy
2 other than by maintenance of this lawsuit as a class action because individual actions for premium
3 refunds are relatively small, making it economically infeasible for Class Members to pursue
4 remedies individually. The prosecution of separate actions by individual Members of the Class,
5 even if theoretically possible, would create a risk of inconsistent or varying adjudications with
6 respect to the individual Class Members against Defendants and would establish incompatible
7 standards of conduct for the Defendants. There are several questions of law or fact common to
8 all Class members including, but not limited to:

- 9 a. Whether each member of the proposed class was a policyholder under an existing
10 Liberty Mutual automobile insurance policy as of March 1, 2020, and has since
11 continued to be a Liberty Mutual policyholder;
- 12 b. Whether Liberty Mutual has charged each member an excessive premium
13 following COVID-19 restrictions;
- 14 c. Whether each member of the proposed class has been offered or provided with the
15 inadequate premium reduction described in paragraph 42 above;
- 16 d. Whether the fairness and/or reasonableness of Liberty Mutual’s program of
17 premium reduction, as described above, is governed by the terms of its automobile
18 policies and Nevada law;
- 19 e. Whether Liberty Mutual’s offer or provision of premium reduction, as described
20 in paragraph 42 above, constitutes an unfair or deceptive act or practice;
- 21 f. Whether Liberty Mutual implemented its offer of premium reduction, as described
22 in paragraph 42 above, with the expectation that others would rely upon any
23 misrepresentation, or any concealment or omission of material fact, subsumed
24 within such offer;
- 25 g. Whether Liberty Mutual’s program of premium reduction, as described in
26 paragraph 42 above, is unfair and/or unreasonable;
- 27 h. Whether Liberty Mutual’s program of premium reduction, as described in
28 paragraph 42 above, constitutes a breach of the implied covenant of good faith and

- 1 fair dealing contained in each of the company’s Nevada automobile insurance
- 2 policies;
- 3 i. Whether Liberty Mutual’s program of premium reduction, as described in
- 4 paragraph 42 above, results in a violation of Nevada law; and
- 5 j. Whether Liberty Mutual owes greater COVID-related premium reduction to its
- 6 Nevada automobile insurance policyholders.

7 52. Adequacy of Representation: Plaintiff is an adequate representative of the Class because
 8 her interests do not conflict with the interests of the other members of the Class. Plaintiff will
 9 fairly, adequately, and vigorously represent and protect the interests of the members of the Class
 10 and have no interests antagonistic to the members of the Class. Plaintiff has retained counsel who
 11 are competent and experienced in the prosecution of complex consumer class action litigation.
 12 Plaintiff’s attorneys have the resources, expertise, and experience to prosecute this action, and do
 13 not have knowledge of any conflicts among the members of Plaintiff’s Class, or any conflicts
 14 between the Class and Plaintiff’s attorneys.

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

SECOND CAUSE OF ACTION

Breach of Contract

63. Plaintiff, Camille Fagan, on behalf of herself and all others similarly situated, repeats and incorporates by reference the allegations set forth in paragraphs 1 through 62 above.

64. Plaintiff, and Class members, each entered into an insurance contract for automobile insurance with Liberty Mutual.

65. The insurance contract is governed by Nevada law.

66. Liberty Mutual agreed to charge a premium that was reasonable in relation to the risk and was not excessive.

67. Liberty Mutual promises to provide its insureds with the “right coverage at the right price.”

68. Liberty Mutual is aware of that the effects of the COVID-19 pandemic and restrictions materially changed the nature of the risk being insured because there was a material decrease in the claims frequency and severity.

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

70. Plaintiff, and those similarly situated, paid an excessive premium when they paid the premium Liberty Mutual charged.

71. Liberty Mutual breached the insurance contract when it collected an excessive premium from Plaintiff and those similarly situated.

72. As a direct result of Liberty Mutual’s breach of contract, Plaintiff Camille Fagan, on behalf of herself and all others similarly situated, have been damaged as they paid an excessive premium and will continue to pay an excessive premium into the future.

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

1 74. It has been necessary for Plaintiff to retain the services of counsel to represent her, and
2 those similarly situation, to bring this action, and Plaintiff is entitled to recovery of attorneys' fees
3 and costs incurred herein.

4
5 **THIRD CAUSE OF ACTION**

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

7 75. Plaintiff, Camille Fagan, on behalf of herself and all others similarly situated, repeats and
8 incorporates by reference the allegations set forth in paragraphs 1 through 74 above.

9 76. Each existing automobile insurance policy Liberty Mutual has issued in the State of
10 Nevada contains an implied covenant of good faith and fair dealing.

11 77. Liberty Mutual owes a duty of good faith and fair dealing to Plaintiff and those similarly
12 situated, to act in a manner that is faithful to the purpose and spirit of the contract.

13 78. In order to fulfill the purpose and spirit of the contract, Liberty Mutual must charge a
14 premium that is reasonable in relation to the risk insured against and is not excessive.

15 79. Liberty Mutual is aware that the effects of the COVID-19 pandemic and restrictions
16 materially changed the nature of the risk being insured because there was a material decrease in
17 the claims frequency and severity.

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

20 81. Plaintiff, and those similarly situated, paid an excessive premium when they paid the
21 premium Liberty Mutual charged.

22 82. Liberty Mutual has deliberately contravened the intention and spirit of the contract by
23 collecting and retaining the excessive premium.

24 83. Liberty Mutual breached its duty of good faith and fair dealing when it collected and
25 collected and retained an excessive premium from Plaintiff and those similarly situated.

26 84. As a direct result of Liberty Mutual's breach of contract, Plaintiff Camille Fagan, on
27 behalf of herself and all others similarly situated, have been damaged as they paid an excessive
28 premium and will continue to do so into the future.

1 85. As a direct and proximate result of the foregoing and as a result of the breach by
2 Defendants, Plaintiff, and those similarly situated, have sustained damages in an amount
3 exceeding Fifteen Thousand Dollars (\$15,000.00).

4 86. It has been necessary for Plaintiff to retain the services of counsel to represent her, and
5 those similarly situation, to bring this action, and Plaintiff is entitled to recovery of attorneys' fees
6 and costs incurred herein.

7
8 **FOURTH CAUSE OF ACTION**

9 **Bad Faith**

10 87. Plaintiff, Camille Fagan, on behalf of herself and all others similarly situated, repeats and
11 incorporates by reference the allegations set forth in paragraphs 1 through 86 above.

12 88. Liberty Mutual owes a duty of good faith and fair dealing to Plaintiff, and all others
13 similarly situated insureds and the duty is imposed by law.

14 89. As part of its duty of good faith and fair dealing, Liberty Mutual has a fiduciary-like
15 relationship to Plaintiff and all other similarly situated insureds.

16 90. Under the law, Plaintiff, and all those similarly situated insureds, have the right to expect
17 trust and confidence in the integrity and fidelity of Liberty Mutual.

18 91. Liberty Mutual contracted with Plaintiff, and all those similarly situated, to provide
19 protection, peace of mind, and security as it relates to their automobile insurance.

20 92. As set forth herein, Liberty Mutual, as part of its fiduciary-like duties, cannot charge or
21 retain an excessive premium.

22 93. Liberty Mutual has breached its duty of good faith and fair dealing by charging and
23 collecting from Plaintiff, and all those similarly situated, an excessive premium.

24 94. Liberty Mutual has acted unreasonably with knowledge there is no unreasonable basis for
25 its conduct.

26 95. Liberty Mutual represented to its customers, including Plaintiff, and all those similarly
27 situated, that it was taking measures to reduce costs to Plaintiff, and all those similarly situated,
28 during the COVID-19 crisis.

1 96. Liberty Mutual misrepresented the nature of any refund or credit it may offer to its
2 insureds, including Plaintiff, and all those similarly situated.

3 97. Liberty Mutual offered a fifteen percent (15%) reduction on premiums for two (2) months.
4 Plaintiff, and those similarly situated, have not received any other reduction from Liberty Mutual
5 even though COVID-19 continues to wreak havoc in Nevada 11 months after the emergency
6 declaration and will continue for the foreseeable future.

7 98. In so doing, Liberty Mutual is taking advantage of its insureds, including Plaintiff and
8 those similarly situated, by continuing to collect and charge excessive premiums despite the
9 greatly reduced risk and enjoying substantial profits as a result.

10 99. Liberty Mutual has acted in bad faith in breaching the fiduciary responsibility it owes to
11 Plaintiff and all those similarly situated.

12 100. Liberty Mutual's actions were not keeping with the relationship of trust and
13 confidence with its insureds, including Plaintiff and all those similarly situated.

14 101. As a direct and proximate result of the foregoing and as a result of the breach by
15 Defendants, Plaintiff, and those similarly situated, have sustained damages as they have paid and
16 will continue to pay into the future in an amount exceeding Fifteen Thousand Dollars
17 (\$15,000.00).

18 102. Defendants made intentional misrepresentations to their insureds and acted with
19 conscious disregard to the rights of their insureds thus entitling Plaintiff, and all those similarly
20 situated, to an award of punitive damages.

21 103. It has been necessary for Plaintiff to retain the services of counsel to represent her,
22 and those similarly situation, to bring this action, and Plaintiff is entitled to recovery of attorneys'
23 fees and costs incurred herein.

24
25 **FIFTH CAUSE OF ACTION**

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

27 104. Plaintiff, Camille Fagan, on behalf of herself and all others similarly situated,
28 repeats and incorporates by reference the allegations set forth in paragraphs 1 through 103 above.

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

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

11 107. In making its offer of premium reduction, Liberty Mutual represented to its
12 Nevada automobile insurance policyholders (implicitly, if not explicitly) that such offer is fair
13 and reasonable, when in fact it is neither.

14 108. In making its offer of premium reduction, Liberty Mutual concealed from its
15 Nevada automobile insurance policyholders, or omitted to share with such policyholders, the
16 inadequacy and unfairness of that offer. Liberty Mutual engaged in such conduct with the intent
17 that others rely upon such concealment and/or omission.

18 109. In making its offer of premium reduction, Liberty Mutual expressly represented to
19 its Nevada automobile insurance policyholders that “the well-being of our customers and
20 employees is always our top priority . . . [w]e’re here to help in tough times, as we’ve done for
21 over 100 years,” and that it “recognize[d] the uncertainty and financial challenges” insureds were
22 facing as a result of the pandemic. This was a misrepresentation of Liberty Mutual’s intent as the
23 premium reduction was only provided for two (2) months even though Governor Sisolak’s March
24 12, 2020 emergency declaration has been ongoing for 11 months, and may continue for several
25 months.

26 110. As a direct result of Liberty Mutual’s conduct, Plaintiff Camille Fagan, on behalf
27 of herself and all others similarly situated, have been deprived of fair and adequate premiums as
28 well as COVID-related premium reduction to which they are fairly and lawfully entitled.

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

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

112. Defendants made intentional misrepresentations to their insureds and acted with conscious disregard to the rights of their insureds thus entitling Plaintiff, and all those similarly situated, to an award of punitive damages.

113. It has been necessary for Plaintiff to retain the services of counsel to represent her, and those similarly situation, to bring this action, and Plaintiff is entitled to recovery attorneys' fees and costs incurred herein.

VIII. PRAYER FOR RELIEF

WHEREFORE, Plaintiff, 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 Plaintiff's 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 Plaintiff, and all others similarly situated, for Liberty Mutual's wrongful conduct detailed above;
- E. Award punitive damages;
- F. Award to Plaintiff, and all others similarly situated, all attorneys' fees and costs; and

///
///

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

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