In The Supreme Court of Nevada

STARR SURPLUS LINES INSURANCE CO.,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA in and for the County of Clark and THE HONORABLE MARK DENTON, District Judge,

Respondents,

and

JGB VEGAS RETAIL LESSEE, LLC,

Real Party in Interest.

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Case No. 84986

Eighth Judicial District Court
Case No.: A-20-816628-B

On Petition for Writ of Mandamus or, in the Alternative, Prohibition

BRIEF OF AMICI CURIAE CAESARS ENTERTAINMENT, INC., GOLDEN ENTERTAINMENT, INC., WYNN RESORTS, LIMITED, AND HILTON WORLDWIDE HOLDINGS INC. IN SUPPORT OF REAL PARTY IN INTEREST JGB VEGAS RETAIL LESSEE, LLC, AND DENIAL OF THE PETITION

Frank M. Flansburg III
(Nev. Bar No. 6974)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Telephone: (702) 382-2101
fflansburg@bhfs.com

Brook B. Roberts
(*pro hac vice* pending)
John M. Wilson
(*pro hac vice* pending)
Corey D. McGehee
(*pro hac vice* pending)
LATHAM & WATKINS LLP
12670 High Bluff Drive
San Diego, CA 92130
Telephone: (858) 523-5400
brook.roberts@lw.com
john.wilson@lw.com
corey.mcgehee@lw.com

Christine G. Rolph
(*pro hac vice* pending)
LATHAM & WATKINS LLP
555 Eleventh Street, NW
Suite 1000
Washington, DC 20004
Telephone: (202) 637-2200
christine.rolph@lw.com

Counsel for Amicus Curiae *Caesars Entertainment, Inc.*

Frank M. Flansburg III
(Nev. Bar No. 6974)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Telephone: (702) 382-2101
fflansburg@bhfs.com

Counsel for Amicus Curiae *Golden Entertainment, Inc.*

(Counsel for *Amici Curiae* Wynn Resorts, Limited and Hilton Worldwide Holdings Inc. continued on next page)

Patrick G. Byrne, P.C.
(Nevada Bar No. 7636)
SNELL & WILMER LLP
3883 Howard Hughes Parkway,
Suite 1100
Las Vegas, NV 89169
Telephone: (702) 784-5201
pbyrne@swlaw.com

Tyrone R. Childress
(*pro hac vice* forthcoming)
JONES DAY
555 South Flower Street, Fiftieth Floor
Los Angeles, CA 90071
tchildress@jonesday.com
Telephone: (213) 489-3939

Jason B. Lissy
(*pro hac vice* forthcoming)
JONES DAY
250 Vesey Street
New York, NY 10281-1047
jlissy@jonesday.com
Telephone: (212) 326-3939

Counsel for Amicus Curiae *Wynn Resorts, Limited*

Michael J. Gayan
(Nev. Bar No. 11135)
KEMP JONES, LLP
Wells Fargo Tower
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169
Telephone: (702) 385-6000
m.gayan@kempjones.com

Counsel for Amicus Curiae *Hilton Worldwide Holdings Inc.*

NRAP 26.1 DISCLOSURE STATEMENT

Pursuant to NRAP 26.1, the undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed. These representations are made to enable the judges of this Court to evaluate possible disqualification or recusal.

Caesars Entertainment, Inc. ("Caesars") is a publicly held corporation with no parent corporation. One publicly held corporation, BlackRock, Inc., owns 10% or more of Caesars' stock.

Golden Entertainment, Inc. ("Golden") is a publicly held corporation with no parent corporation or publicly held corporation owning 10% or more of its stock.

Wynn Resorts, Limited ("Wynn Resorts") is a publicly held corporation with no parent corporation or publicly held corporation owning 10% or more of its stock.

Hilton Worldwide Holdings Inc. ("Hilton") is a publicly held corporation with no parent corporation or publicly held corporation owning 10% or more of its stock.

The law firms who have appeared for Caesars, Golden, Wynn Resorts, and Hilton in this Court and are expected to appear in this Court are:

1. Brownstein Hyatt Farber Schreck, LLP
2. Latham & Watkins LLP
3. Jones Day
4. Snell & Wilmer LLP
5. Kemp Jones, LLP

Respectfully submitted,

Dated this 30th day of September, 2022.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: */s/ Frank F. Flansburg*
Frank M. Flansburg III (Nev. Bar No. 6974)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Telephone: (702) 382-2101
fflansburg@bhfs.com

Counsel for Amici Curiae *Caesars Entertainment, Inc. and Golden Entertainment, Inc.*

By: */s/ Patrick G. Byrne*
Patrick G. Byrne, P.C. (Nevada Bar No. 7636)
SNELL & WILMER LLP
3883 Howard Hughes Parkway,
Suite 1100
Las Vegas, NV 89169
Telephone: (702) 784-5201
pbyrne@swlaw.com

Counsel for Amicus Curiae *Wynn Resorts, Limited*

By: */s/ Michael J. Gayan*
Michael J. Gayan
(Nev. Bar No. 11135)
KEMP JONES, LLP
Wells Fargo Tower
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169
Telephone: (702) 385-6000
m.gayan@kempjones.com

Counsel for Amicus Curiae *Hilton Worldwide Holdings Inc.*

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IDENTITY AND INTEREST OF AMICI CURIAE

Amici are three Nevada-based hospitality and gaming companies in Nevada and beyond, along with a global hospitality company with many properties in Nevada. Collectively, *Amici* employ tens of thousands of Nevadans. *Amici*'s businesses suffered physical losses and damage caused by SARS-CoV-2/COVID-19 and incurred significant losses from closures, suspensions, capacity restrictions, and interruptions to business activities. Like Real Party in Interest JGB ("JGB"), *Amici* sought coverage for COVID-19 losses under their "all-risks" insurance policies—the broadest and most expensive property and business interruption insurance on the market. Like Petitioner Starr Surplus Lines Insurance Co. ("Starr"), *Amici*'s insurers have not provided the bargained-for coverage. Litigation is pending. Thus, *Amici* take a special and particularized interest in the development of insurance law in Nevada, particularly interpretations of provisions in "all-risks" policies.

I. SUMMARY

This case presents the most significant first-party insurance coverage issue confronted by this Court in recent decades. The interpretation of the phrase "direct physical loss or damage" in an "all-risks" policy is a heavily disputed legal issue under Nevada law in several pending state and federal cases, including in cases filed by *Amici*. The decision here is of great importance to Nevada's gaming and hospitality industries—industries upended by the COVID-19 pandemic while the insurance industry enjoyed colossal profits.

Amici are among the small minority that purchased best-in-class "all-risks" policies, without the "absolute" virus exclusion. Because gaming and hospitality companies depend on people congregating indoors in large groups on their properties, an essential feature of their "all-risks" policies was coverage for business income losses when a physical peril renders property unusable or unsafe. While no one could have foreseen the COVID-19 pandemic, this was precisely the type of unexpected physical peril causing "business interruption" losses for which *Amici* purchased insurance and expected coverage. That expectation was reasonable. Seventy years of precedent and this Court's established canons of insurance policy interpretation confirm that a policy covering "all-risks of direct physical loss or damage," without the "absolute" virus exclusion, covers losses when a deadly physical substance like SARS-CoV-2/COVID-19 is present on or around property,

rendering it partially or wholly unusable, unsafe, or unfit for its intended purpose ("physical loss"), or alters the surfaces or air of property ("physical damage").

Starr's burdens here are high: it must prove (1) *Amici*/JGB's interpretation of the phrase "physical loss or damage" is unreasonable; (2) Starr's interpretation—requiring "structural," "demonstrable," "non-microscopic" alteration as a prerequisite to coverage—is the only reasonable one; and (3) any provisions limiting coverage do so with obvious and unambiguous language. *E.g.*, *Century Sur. Co. v. Casino W., Inc.*, 130 Nev. 395, 398-401, 329 P.3d 614, 616-18 (2014); *Nat'l Union Fire Ins. Co. of State of Pa., Inc. v. Reno's Executive Air, Inc.*, 100 Nev. 360, 364, 682 P.2d 1380, 1382 (1984). Starr cannot clear any of these hurdles, much less all of them.

Since at least 1957, courts across the country consistently have held that property rendered unusable by a physical substance, even without accompanying "structural alteration," constitutes covered "direct physical loss or damage" to property (*e.g.*, unpleasant odors, noxious particles, carbon monoxide, ammonia, and gasoline fumes). Although some courts in the COVID-19 context, especially in the federal system, discarded this precedent and established rules of insurance policy interpretation at the behest of the insurance industry, other courts have rejected Starr's new interpretation. Just last week, the Vermont Supreme Court held "physical loss" does not require "physical alteration," but occurs where a physical

condition or substance, like a health hazard, renders property unsafe or unusable for its intended purpose. *Huntington Ingalls v. Ace American Ins. Co.*, 2022 VT 45, No. 2021-173, ¶29 (Vt., Sep. 23, 2022). *Huntington* also held "direct physical damage" does not require "perceptible," "structural" alteration—instead, "microscopic" alterations suffice. *Id.* ¶¶24, 26. Such decisions support the reasonableness of JGB's interpretation. So do Nevada's well-established canons of insurance policy interpretation.

The interpretation of *Amici* and JGB is reasonable, and therefore must control.

II. ARGUMENT

A. *Amici* Paid Substantial Premiums for the Broadest Form of Property Insurance In the Marketplace, Without "Absolute" Virus Exclusions

Amici purchased the broadest form of first-party property insurance available in the market: coverage for "all-risks," known and unknown, unless specifically excluded. These broad "all-risks" policies provide at least two major categories of coverage: (1) Property and (2) Business Interruption. *See* 1-PA-23. Property coverage generally insures loss or damage to the "buildings" and "structures" of the property, as well as "all contents therein and … upon." *Id.* at 53. "Business Interruption" coverage, by contrast, provides coverage for economic losses resulting from the inability to use property for its intended purpose because of a physical peril. *Id.* at 54-55.

For *Amici*, Business Interruption coverage is often the more valuable, and an essential reason for purchasing "all-risks" policies.[1] *Amici* are part of a business model that depends on large groups congregating in and using property for the specific purposes of gaming, accommodation, dining, shopping, and live entertainment. Because of their venue-driven, group-centric model, any physical peril rendering *Amici*'s properties unsafe or unusable for their intended purposes could deal a significant financial blow, regardless of whether that peril physically damaged structures.[2] Thus, coverage for economic losses resulting from inability to use insured property because of a physical peril is precisely what *Amici* sought when purchasing their "all-risks" policies. Stempel, *supra* at 199; French, *supra* n.4 at 20-23.

SARS-CoV-2 is just such a physical peril. The presence of the virus renders property unsafe and unusable, especially for group congregation.[3] SARS-CoV-2 is

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[1] *See* Jeffrey W. Stempel & Erik S. Knutsen, *Infected Judgment: Problematic Rush to Conventional Wisdom and Insurance Coverage Denial in a Pandemic*, 27 Conn. Ins. L.J. 185, 198-99 (2020).

[2] *See* Christopher C. French, *COVID-19 Business Interruption Insurance Losses: The Cases for and Against Coverage*, 27 Conn. Ins. L.J. 1, 20-23 (2020) ("all-risks" policyholders reasonably expect business interruption coverage "when their business operations are interrupted due to catastrophic events beyond their control," "even if the properties do not have tangible, physical damage").

[3] *See* French, *supra* n.4 at 23 ("In the COVID-19 context … [t]he risk of people getting sick and dying from being in the policyholders' business premises was

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a physical particle that deposits on property and lasts for days, remains harmful while suspended in air and on surfaces, transmits from impacted property as fomites, and is repeatedly reintroduced to property by infected individuals; routine cleaning protocols alone cannot contain its transmission. 4-PA-522-24, 5-PA-781-89, 809.

Like JGB, *Amici* paid even higher premiums for "all-risks" coverage without the so-called "absolute" virus exclusion, which excludes "loss or damage caused by or resulting from any virus." *See* Answer at 2 n.1. After its creation in 2006, the "absolute" virus exclusion quickly became ubiquitous in the "all-risks" policy landscape, including in the policies of many major Nevada gaming and hospitality companies. *Id.* at 9. *Amici* reasonably expected that their decision to pay higher premiums for policies without that exclusion would buy something that the vast majority of policyholders did not have: coverage for physical loss or damage caused by a virus.[4] Notably, as the small minority of "all-risks" policies without the "absolute" virus exclusion came due for renewal after the pandemic began, insurers

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so high that the business premises were rendered uninhabitable and unusable. That is enough to trigger coverage.").

[4] While some of *Amici*'s policies have a pollution and contamination exclusion, this Court held eight years ago that such exclusions are limited to traditional environmental pollution. *See Casino W., Inc.*, 130 Nev. at 401, 329 P.3d at 618; *see also* Answer at 28-31. That holding is a part of *Amici*'s and JGB's policies. *See Seaborn v. Wingfield*, 56 Nev. 260, 48 P.2d 881, 884 (1935) (every contract is made with reference to the existing laws of Nevada, and are a part of that contract).

insisted on inserting virus and/or pandemic exclusions into subsequent policies. Although the industry may be unwilling to underwrite these risks going forward, it does not excuse them from honoring their original bargain with a select group of policyholders, including *Amici*.

B. *Amici* Purchased "All-Risks" Coverage to Insure Against Business Interruption Loss Caused by a Physical Peril Such As SARS-CoV-2/COVID-19

COVID-19 upended the businesses of *Amici* and the entire hospitality and gaming industries—the lifeblood of Nevada's economy. *See* Nev. Rev. Stat. § 463.0129(1)(a) ("The gaming industry is vitally important to the economy of the State and general welfare of the inhabitants.").[5] While Starr and other insurers were recording substantial profits and denying coverage, Nevada recorded a **99.61% and 99.41% decrease** in gaming revenues compared to the year before in April and May 2020, and revenues between April and September 2020 were down 58.53% relative to 2019.[6] The pandemic also decimated the live entertainment industry—a key

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[5] In Clark County alone, nine of the top eleven appraised taxpayers are hotel-casino operating companies, including several *Amici*. *2021 Nevada Gaming Fact Book*, NEVADA RESORT ASSOCIATION, https://appliedanalysis.box.com/shared/static/39iaqruu7ivl9b18vek8br4empqn0bcw.pdf (last visited Sep. 29, 2022). Gaming and hospitality supported 433,400 jobs in 2019—more than 25% of Nevada's workforce. *Id.*

[6] *Nevada Gaming Revenues and Collections*, NEVADA GAMING CONTROL BOARD, https://gaming.nv.gov/modules/showdocument.aspx?documentid=16775, https://gaming.nv.gov/modules/showdocument.aspx?documentid=16867 (last

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component of the hotel-casino industry—grinding it to a halt through 2021.[7] And 2020 was the "worst year in living memory" for the hotel industry, with revenue per room down 48% from 2019.[8]

Amici were part of these statistics because SARS-CoV-2/COVID-19 made it unreasonably dangerous to use their property for its intended purpose. When *Amici* turned to their insurers for their bargained-for coverage, the insurers refused to honor their obligations. Knowing *Amici* were among the relative handful of policyholders without the "absolute" virus exclusion, the insurers claimed the broad coverage grant for "all-risks" of "direct physical loss or damage" only covered "distinct, demonstrable," non-"microscopic" and "structural" alteration, and therefore did not include viruses.

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visited Sep. 29, 2022); *Nevada Gaming Statistics: The Last Six Months*, UNLV CENTER FOR GAMING RESEARCH, https://gaming.unlv.edu/reports/6_month_NV_20_09.pdf (last visited Sep. 29, 2022). By contrast, Starr saw a 170% increase in net income between 2020 and 2021. *See* Starr Indemnity & Liability Co. 2020 Annual Statement at 4.

[7] *Gross Revenue Comparison 2020*, NEV. DEP'T TAX'N, https://tax.nv.gov/Publications/Taxation_Revenue_Statistics/ (last visited Sep. 29, 2022).

[8] *COVID-19 Travel Industry Research*, U.S. TRAVEL ASS'N (Jan. 2021), http://web.archive.org/web/20210228133058/https://www.ustravel.org/toolkit/covid-19-travel-industry-research (last visited Sep. 29, 2022).

C. *Amici* Reasonably Expected Their "All-Risks" Policies to Cover COVID-19-Related Losses

This Court interprets insurance policies "to effectuate the reasonable expectations of the insured," and gives coverage clauses the broadest possible construction "to afford the greatest possible coverage to the insured." *E.g.*, *Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 162, 252 P.3d 668, 672 (2011). To prevail, Starr must establish that its interpretation is the only reasonable one. *See Casino W.*, 130 Nev. at 398-401, 329 P.3d at 616-18. Starr cannot meet that burden. *Amici*'s expectation for coverage is entirely reasonable based on decades of pre-pandemic court decisions, Nevada's well-established canons of insurance policy interpretation, and recent COVID-19 court decisions.

1. For Decades, "All-Risks" Policies Have Provided Coverage When a Physical Peril Renders a Policyholder Unable to Use Covered Property for Its Intended Purpose

Since at least the 1950s, courts consistently have held the presence of a physical substance that renders property unsafe and unusable for its intended purpose constitutes "direct physical loss or damage" to property, without need to show "physical alteration." *See, e.g.*, *Am. Alliance Ins. Co. v. Keleket X-Ray Corp.*, 248 F.2d 920, 925 (6th Cir. 1957) (finding coverage when radon gas rendered building unsafe and unusable for purpose of calibrating medical instruments). Courts have reinforced that sensible holding in every decade since, some multiple

times over.[9] As Professor Stempel documents, before COVID-19, courts held the following non-structural alteration "causes of loss are covered as 'direct physical loss or damage'":

- noxious particles;
- unpleasant odors (*e.g.*, "locker room" smell, cat urine, meth lab);
- carbon monoxide poisoning;
- ambient outdoor smoke;
- drywall off-gassing;
- asbestos;
- mold spores and bacteria;
- *e-coli* in a well;
- unknown substance in sewage treatment plant requiring shutdown;
- trace amounts of benzene in beverages;
- salad dressing exposed to vaporized agricultural chemicals;
- ammonia release;
- spider infestation; and
- cereal oats treated with non-FDA approved pesticide.

Stempel, *supra* at 242-43 (collecting cases). Given this extensive case law, *Amici* reasonably expected that after purchasing an "all-risks" policy intentionally omitting the "absolute" virus exclusion, a deadly virus on-site which rendered its property

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[9] *See* Answer at 7 n.4 (listing cases between 1968-2014); *see also Cyclops Corp. v. Home Ins. Co.*, 352 F. Supp. 931, 937 (W.D. Pa. 1973) (motor vibration requiring shutdown, without apparent damage); *Blaine Richards & Co. v. Marine Indem. Ins. Co*., 635 F.2d 1051, 1055-56 (2d Cir. 1980) (loss of beans from chemical exposure); *Crisco v. Foremost Ins. Co. Grand Rapids, Michigan*, 505 F. Supp. 3d 993, 999 (N.D. Cal. 2020) (residences rendered unusable for lack of utility service constituted physical loss of property, despite no property alteration).

unsafe and unusable would constitute "physical loss" of property, if not "physical loss" *and* "damage."

2. *This Court's Canons of Insurance Policy Interpretation Confirm* **Amici's** *Expectations of Coverage Are Reasonable*

At least five bedrock canons of insurance policy interpretation also confirm *Amici*'s interpretation of the phrase "direct physical loss or damage" is reasonable, and Starr's narrow interpretation is not.

a. Plain and Ordinary Meaning

First, *Amici*'s policies, like JGB's, do not define any of the terms in the phrase "physical loss or damage." Undefined policy terms are "viewed in their plain, ordinary and popular sense," typically found in a dictionary. *Casino W., Inc.*, 130 Nev. at 398, 329 P.3d at 616. "Loss" includes "the act of losing possession" or "the harm of privation resulting from loss or separation."[10] *Huntington*, 2022 VT 45, ¶29 ("[P]hysical loss" occurs where "property is not harmed but may not be used for some reason [such as] due to a health hazard.") (citing cases). "Physical loss" simply requires some "physical condition[] that render[s] property unusable for its intended purpose … even though the property itself is not damaged." *Id.* ¶33. *Amici*

[10] MERRIAM-WEBSTER DICTIONARY, https://www.merriam-webster.com/dictionary/loss (last visited Sep. 29, 2022).

reasonably rely on the plain meaning of the term "loss"; Starr simply ignores these definitions.

b. Different Words, Different Meanings

Second, *Amici*'s policies, like JGB's, cover "direct physical loss or damage." It is a "basic rule of contract interpretation" that "[e]very word must be given effect if at all possible." *Bielar v. Washoe Health Sys., Inc.*, 129 Nev. 459, 465, 306 P.3d 360, 364 (2013). "Defining different words, separated by the conjunction 'or,' to mean the same thing is incorrect." *Farmer v. State*, 133 Nev. 693, 698, 405 P.3d 114, 120 (2017); *Huntington*, 2022 VT 45, ¶¶24, 26 & n.10, 29 (giving independent meanings to "loss" and "damage"). *Amici*'s interpretation gives independent meaning to both "loss" and "damage"; Starr's does not.

c. "All-Risks" Coverage Must Be Interpreted Broadly

Third, the policies at issue cover "all-risks of direct physical loss or damage" unless expressly excluded. *Amici*'s "all-risks" policies, like JGB's, are among the approximately 17% in effect nationwide at the start of the pandemic that did not include a virus exclusion. *See* Answer at 9 & n.7; *supra* §II.A. "[C]lauses providing coverage are interpreted broadly so as to afford the greatest possible coverage to the insured." *E.g.*, *Powell*, 127 Nev. 156, 162, 252 P.3d 668, 672 (2011). "Physical loss" occurred when COVID-19 rendered insured property unsafe and unusable for its purposes of group congregation; "physical damage" occurred when SARS-CoV-2

attached to objects and permeated the air, rendering surfaces and spaces unreasonably dangerous and unfit for their intended purpose. *See Huntington,* 2022 VT 45, ¶¶26, 29, 33, 41-42. *Amici*'s interpretation provides the broad "all-risks" coverage expected; Starr improperly removes coverage for "physical loss" and truncates coverage for "physical damage."

d. Coverage Limitations Must Be "Clear and Distinct"

Fourth, Starr alleges "all-risks" coverage is limited to perils that cause "structural," "perceptible" and non-"microscopic" alterations, but these terms do not appear in the coverage grant (or anywhere else) as prerequisites to coverage. "An insurer wishing to restrict the coverage of a policy should employ language which clearly and distinctly communicates to the insured the nature of the limitation." *Reno's Executive Air, Inc.*, 100 Nev. at 364, 682 P.2d at 1382. *Amici*'s interpretation tracks the broad language of the coverage grant; Starr belatedly imposes limitations that are not "clear and distinct" in the policy.

e. Different Circumstances, Different Result

Finally, *Amici*'s allegations and policies, like JGB's, are fundamentally different from the cases Starr relies on—nearly all of Starr's cases involved an "absolute" virus exclusion, or a policyholder that failed to allege (much less provide evidence) that SARS-CoV-2 caused direct physical loss or damage to its property. *See* Answer at 25-26. Different facts and different policies compel different

outcomes. *See Powell*, 127 Nev. at 166, 252 P.3d at 675. *Amici* tie their interpretation to the actual provisions in their "all-risks" policies; Starr's interpretation relies on a series of improper interpretive leaps to retroactively strip coverage for COVID-19-induced loss or damage.

3. Recent Court Decisions Also Support the Reasonableness of Amici*'s Interpretation*

Finally, in the COVID-19 context, courts also have concluded that Starr's interpretation of "physical loss or damage" is not the correct one, or even reasonable. Last week, for example, the Vermont Supreme Court rejected insurers' attempt to conflate "physical loss" with "physical damage," holding that while "physical damage" may require physical alteration, "physical loss" plainly does not. *Huntington*, 2022 VT 45, ¶¶24, 26, 29, 33 & n.10 (noting *Couch on Insurance* wrongly concluded physical alteration was required for physical loss and physical damage). Holding otherwise, *Huntington* explained, would render at least one of those phrases a nullity, violating the rule against surplusage. *Id.* ¶24; *accord Bielar*, 129 Nev. at 465, 306 P.3d at 364.

In defining "direct physical loss," *Huntington* held that physical alteration of property is not required; instead, loss occurs when property is "not harmed but may not be used for some reason," such as "due to a health hazard." *Id.* ¶29 (collecting many cases). Moreover, total deprivation of property is unnecessary. "Direct physical loss" includes a situation when a physical condition or substance (such as

SARS-CoV-2) "only impacts part of the covered property," rendering it "unusable for its intended purpose," even when the property itself is not damaged. *Id.* ¶¶31-33 (emphasis added); *see also Cajun Conti LLC v. Certain Underwriters at Lloyd's, London*, 2022 WL 2154863, at *12 (La. Ct. App. June 15, 2022) (COVID-19 particles which render part of property unusable for intended purpose of in-person dining constitute "direct physical loss of" property); *Baylor College of Medicine v. XL Ins. Am., Inc.,* No. 2020-53316-A (Tex. Dist. Ct. Harris Cty. Aug. 31, 2022) (Texas jury finding SARS-CoV-2 at Baylor University Medical College caused physical loss or damage to its property, awarding Baylor a verdict against its insurers); *contra* Petition at 23.[11]

As to "direct physical damage," *Huntington* acknowledged that some form of "physical alteration" is generally required. *Id.* ¶26. Notably, however, it rejected Starr's restrictive definition of "alteration," holding that alteration need not be "structural" or "perceptible"; instead, "alterations at the microscopic level may meet th[e] threshold" for "physical damage." *Id. Huntington* further held that allegations just like *Amici*'s and JGB's—*i.e.*, the virus was present on and attached to covered property, altering surfaces and air and transforming them into dangerous fomites—

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[11] Starr contends finding coverage here would mean coverage for every kind of "sneeze, cough or even exhale." Petition at 15. This is absurd. Coughing and sneezing by persons *not infected with COVID-19* does not transmit deadly virus and render property unsafe and unusable.

were sufficient to plead "physical damage" to property. *Id.* ¶¶41-42. "[I]f insured can prove such alteration occurred, it may constitute 'direct physical damage,' even if it is at a microscopic level." *Id.* ¶42; *accord Marina Pac. Hotel & Suites, LLC v. Fireman's Fund Ins. Co.*, 296 Cal.Rptr.3d 777, 787-88 (Ct. App. 2022) (an insured "unquestionably" alleges "physical loss or damage" by alleging the virus was on-site and altered property). Thus, the decisions in *Huntington, Cajun Conti, Marina* and *Baylor Medical* recognize that interpretations like Starr's are unreasonable.

* * *

In sum, Nevada's canons of interpretation, longstanding precedent, and recent state court decisions show *Amici*'s expectations of coverage for the loss and damage caused by COVID-19 at its properties are, at the very least, reasonable, and therefore control. *E.g.*, *Powell*, 127 Nev. at 162, 252 P.3d at 672.

III. CONCLUSION

For these reasons, *Amici* ask the Court to adopt JGB's interpretation of "direct physical loss or damage," and deny Starr's Petition.

Dated this 30th day of September, 2022.

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: */s/ Frank M. Flansburg III*
Frank M. Flansburg III (Nev. Bar No. 6974)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Telephone: (702) 382-2101
fflansburg@bhfs.com

Brook B. Roberts (*pro hac vice* pending)
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Corey D. McGehee (*pro hac vice* pending)
brook.roberts@lw.com
john.wilson@lw.com
corey.mcgehee@lw.com
LATHAM & WATKINS LLP
12670 High Bluff Drive
San Diego, California 92130
Telephone: (858) 523-5400

Christine G. Rolph (*pro hac vice* pending)
christine.rolph@lw.com
LATHAM & WATKINS LLP
555 Eleventh Street, NW
Suite 1000
Washington, DC 20004
Telephone: (202) 637-2200

Counsel for Amicus Curiae *Caesars Entertainment, Inc.*

BROWNSTEIN HYATT FARBER SCHRECK, LLP

By: */s/ Frank M. Flansburg III*
Frank M. Flansburg III (Nev. Bar No. 6974)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Telephone: (702) 382-2101
fflansburg@bhfs.com

Counsel for Amicus Curiae *Golden Entertainment, Inc.*

SNELL & WILMER LLP

By: */s/ Patrick G. Byrne*
Patrick G. Byrne, P.C. (Nevada Bar No. 7636)
SNELL & WILMER LLP
3883 Howard Hughes Parkway,
Suite 1100
Las Vegas, NV 89169
Telephone: (702) 784-5201
pbyrne@swlaw.com

Tyrone R. Childress (*pro hac vice* forthcoming)
JONES DAY
555 South Flower Street, Fiftieth Floor
Los Angeles, CA 90071
tchildress@jonesday.com
Telephone: (213) 489-3939

Jason B. Lissy (*pro hac vice* forthcoming)
JONES DAY
250 Vesey Street
New York, NY 10281-1047
jlissy@jonesday.com
Telephone: (212) 326-3939

Counsel for Amicus Curiae *Wynn Resorts, Limited*

KEMP JONES, LLP

By: */s/ Michael J. Gayan*
Michael J. Gayan
(Nev. Bar No. 11135)
KEMP JONES, LLP
Wells Fargo Tower
3800 Howard Hughes Parkway, 17th Floor
Las Vegas, NV 89169
Telephone: (702) 385-6000
m.gayan@kempjones.com

Counsel for Amicus Curiae *Hilton Worldwide Holdings Inc.*

CERTIFICATION OF COMPLIANCE

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a), including the typeface and type style requirements, because this answer has been prepared in a proportionally spaced typeface using Microsoft Word in 14 point Times New Roman type style. This answer complies with NRAP 21(d) and 29(e), because it consists of 3,400 words.

2. I also hereby certify that I have read this brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that, to the best of my information, this brief complies with all applicable Nevada Rules of appellate procedure, in particular NRAP 28(e), which requires every assertion regarding matters in the record to be supported by appropriate references to page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated: September 30, 2022

/s/ Frank M. Flansburg III

BROWNSTEIN HYATT FARBER SCHRECK, LLP
100 North City Parkway, Suite 1600
Las Vegas, NV 89106-4614
Telephone: (702) 382-2101
fflansburg@bhfs.com

CERTIFICATE OF SERVICE

I certify that on September 30, 2022, I submitted the foregoing "Motion of Caesars Entertainment, Inc., Golden Entertainment, Inc., Wynn Resorts, Limited, and Hilton Worldwide Holdings Inc. for Leave to File Amicus Curiae Brief in Support of Real Party in Interest JGB Vegas Retail Lessee, LLC, and Denial of the Petition" for filing via the Court's efflux electronic filing system. Electronic notification will be sent to the following:

LEWIS ROCA ROTHGERBER CHRISTIE LLP

Daniel F. Polsenberg
Joel D. Henriod
Abraham G. Smith
3993 Howard Hughes Parkway,
Suite 600
Las Vegas, Nevada 89169

CLYDE & CO US LLP

Lee H. Gorlin
Amy M. Samberg
7251 W. Lake Mead Boulevard,
Suite 430
Las Vegas, Nevada 89128

Attorneys for Petitioner

LEMONS, GRUNDY & EISENBERG

Robert L. Eisenberg
6005 Plumas Street, Third Floor
Reno, Nevada 89519

Attorney for Real Party in Interest

I further certify that I served a copy of this document by emailing a true and correct copy thereof, as follows:

The Honorable Mark Denton
EIGHT JUDICIAL DISTRICT COURT – DEPT. NO. 13
Regional Justice Center, Courtroom 16D
200 Lewis Avenue
Las Vegas, NV 89155
Dept13LC@ClarkCountyCourts.us
Trial Court Judge

Respondent

By: */s/ Mercedes Mosher*
Mercedes Mosher