

1 Amy M. Samberg (NV Bar No. 10212)  
 2 [amy.samberg@clydeco.us](mailto:amy.samberg@clydeco.us)  
 3 Justin S. Hepworth (NV Bar No. 10080)  
 4 [justin.hepworth@clydeco.us](mailto:justin.hepworth@clydeco.us)  
 5 CLYDE & CO US LLP  
 6 7251 W. Lake Mead Blvd., Suite 430  
 7 Las Vegas NV 89128  
 8 Telephone: 725-248-2900

9 *Attorneys for Defendant*  
 10 *Travelers Property Casualty Company of*  
 11 *America*

12 **UNITED STATES DISTRICT COURT**  
 13 **DISTRICT OF NEVADA**

14 ANDREAS YANIK,  
 15  
 16 Plaintiff,  
 17  
 18 v.  
 19 TRAVELERS PROPERTY CASUALTY  
 20 COMPANY OF AMERICA,  
 21  
 22 Defendant.

CASE NO.: 2:24-cv-01409-RFB-DJA

**STIPULATION AND ORDER  
 GRANTING LEAVE TO AMEND  
 COMPLAINT**

23 Plaintiff Andreas Yanik (“Plaintiff”) and Defendant Travelers Property Casualty Company  
 24 of America (“Travelers Property”), by and through the undersigned counsel, stipulate and agree as  
 25 follows:

26 1. Plaintiff filed his First Amended Complaint [Dkt. 1-2] on July 10, 2024, against  
 27 Travelers Property based on the alleged failure to timely investigate and pay his insurance claim.  
 28 The First Amended Complaint includes causes of action for breach of contract, unreasonable delay,  
 bad faith, intentional infliction of emotional distress, violation of statutory duties, failure to  
 investigate, and failure to settle. *See id.*

2. However, the relevant insurance policy was issued to Plaintiff by The Travelers  
 Home and Marine Insurance Company (“Travelers Home”) rather than Travelers Property. *See*  
 Homeowners’ Policy No. 602487722 633 1 (“Policy”) [Dkt. 5-1].

3. On August 8, 2024, Travelers Property filed its Motion to Dismiss [Dkt. 5] because

CLYDE & CO US LLP  
 7251 West Lake Mead Boulevard, Suite 430  
 Las Vegas, Nevada 89128

1 (1) it is not a proper party to the insurance contract on which Plaintiff's claims are based and (2)  
2 several of Plaintiff's claims are either not cognizable under Nevada law or are otherwise duplicative  
3 of his claims for bad faith or violation of statutory duties.

4 4. In exchange for Travelers withdrawing its Motion to Dismiss [Dkt. 5], Plaintiff will  
5 agree to file a Second Amended Complaint within fourteen (14) days after entry of this order. The  
6 Second Amended Complaint shall remove Travelers Property as a named defendant in this action  
7 and instead name the correct underwriting company (Travelers Home). The Second Amended  
8 Complaint shall also remove any claims that are not cognizable under Nevada law or are otherwise  
9 duplicative of other claims.

10 5. The undersigned counsel will agree to accept service of the Second Amended  
11 Complaint on behalf of Travelers Home.

12 6. Travelers Home shall have twenty-one (21) days after service of the Second  
13 Amended Complaint upon undersigned counsel on behalf of Travelers Home to file a responsive  
14 pleading.

15 Dated: August 27, 2024

16 BOWEN LAW OFFICES

17 /s/ Jerome R. Bowen  
18 Jerome R. Bowen  
19 Nevada Bar No. 4540  
20 9960 W. Cheyenne Ave, Suite 250  
21 Las Vegas, Nevada 89129  
22 Telephone: (702) 240-5191  
23 E-mail: jrbowen@lvlawfirm.com  
24 *Attorneys for Plaintiff Andreas Yanik*

CLYDE & CO US LLP

17 /s/ Justin S. Hepworth  
18 Justin S. Hepworth (NV Bar No. 10080)  
19 7251 W. Lake Mead Blvd., Suite 430  
20 Las Vegas NV 89128  
21 Telephone: 725-248-2900  
22 E-mail: justin.hepworth@clydeco.us  
23 *Attorneys for Defendant Travelers Property  
24 Casualty Company of America & Non-Party  
25 The Travelers Home and Marine Insurance  
26 Company*

27 **ORDER**

28 IT IS SO ORDERED.



---

RICHARD F. BOULWARE, II  
UNITED STATES DISTRICT COURT  
DATED this 27 of August 2024.

