

IN THE SUPREME COURT OF THE STATE OF NEVADA

MOHAMED JIMALE,  
Appellant,  
vs.  
THE STATE OF NEVADA  
COMMISSIONER OF INSURANCE;  
AND SCOTT KIPPER, IN HIS  
OFFICIAL CAPACITY AS STATUTORY  
RECEIVER FOR DELINQUENT  
DOMESTIC INSURER,  
Respondents.

No. 87117

**FILED**

DEC 30 2025

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY  DEPUTY CLERK

*ORDER OF AFFIRMANCE*

This is an appeal from an order affirming an insurance receiver's claim determination in a tort matter. Eighth Judicial District Court, Clark County; Nancy L. Allf, Judge.

In 2018, Appellant Mohamed Jimale and Antoine Dramou were tandem driving a tractor trailer truck in South Carolina. While Dramou drove and Jimale slept, the truck swerved off the road and collided with a tree. Dramou died and Jimale suffered significant injuries. Jimale sued Dramou's estate for negligence and secured a \$1,896,000 judgment for his injuries. The record lacks information about whether Jimale successfully collected any of the judgment from Dramou's estate.

At the time of the accident, the truck, owned by Cargo Transportation Services, LLC, was covered by an automobile insurance policy issued by Spirit Commercial Auto Risk Retention Group, Inc., a Nevada insurance company. Following the accident, Spirit fell into financial distress and was placed into receivership by the Nevada Commissioner of Insurance. A permanent receiver was appointed to resolve outstanding claims against Spirit's policies. Jimale submitted a claim for

bodily injuries under the truck's insurance policy, attempting to collect the \$1,896,000 judgment from Spirit. The receiver denied Jimale's claim because the policy excluded injuries that gave rise to workers' compensation liability. The policy excluded any "obligation for which the 'insured' or the 'insured's' insurer may be held liable under any workers' compensation . . . law." Jimale contested the denial of coverage, claiming that he was not employed by Cargo and that the exclusion did not apply because Spirit had no obligation under workers' compensation.

Pursuant to receivership appeals procedures, the receiver presented Jimale's claim to the district court. Jimale argued that the workers' compensation exclusion should not apply because he never recovered under a workers' compensation claim. The receiver argued that Jimale was an employee of Cargo at the time of his injuries and Cargo made a workers' compensation claim on Jimale's behalf at the time of the accident, so the exclusion applied. Following the hearing, the district court determined that Jimale was an employee and that a workers' compensation claim was submitted for his injuries. As a result, the court found Jimale's claim to Spirit was excluded by the workers' compensation exclusion clause. This appeal followed.

On appeal, the parties advance competing interpretations of the workers' compensation exclusion clause. Jimale maintains the exclusion should apply only if there was an actual determination of workers' compensation liability under a policy issued by Spirit. Jimale also disputes that he was an employee, claiming on appeal that he was an independent contractor. The receiver argues the policy exclusion applies to any injury that could give rise to workers' compensation liability under *any* policy held by Cargo.

“This court’s role in reviewing an administrative decision is identical to that of the district court: to review the evidence presented to the agency in order to determine whether the agency’s decision was arbitrary or capricious and was thus an abuse of the agency’s discretion.” *Wright v. State, Dep’t of Motor Vehicles*, 121 Nev. 122, 125, 110 P.3d 1066, 1068 (2005) (internal quotations omitted). While “appeals from administrative factual adjudications . . . are subject to a ‘substantial evidence’ standard, an administrative agency’s legal determinations are accorded less deference on appeal.” *State Farm Mut. Auto. Ins. Co. v. Comm’r of Ins.*, 114 Nev. 535, 539, 958 P.2d 733, 735 (1998).

An interpretation of an insurance policy is a legal question. *Powell v. Liberty Mut. Fire Ins.*, 127 Nev. 156, 161, 252 P.3d 668, 672 (2011). In our review, unambiguous language is given its plain meaning. *Id.* at 162, 252 P.3d at 672. When interpreting an insurance policy, we consider the plain meaning of the language from a layperson’s perspective. *Rubin v. State Farm Mut. Auto. Ins. Co.*, 118 Nev. 299, 302-03, 43 P.3d 1018, 1020 (2002). “The question of whether an insurance policy is ambiguous turns on whether it creates reasonable expectations of coverage as drafted.” *Powell*, 127 Nev. at 162, 252 P.3d at 672 (internal quotations omitted). Consequently, any restrictions on coverage must “clearly communicate[] the scope of the limitation.” *Rubin*, 118 Nev. at 302, 43 P.3d at 1020. We interpret clauses that exclude coverage “narrowly against the insurer.” *Powell*, 127 Nev. at 162, 252 P.3d at 672.

The clause at issue here reads: “This insurance does not apply to any of the following: . . . Any obligation for which the ‘insured’ or the ‘insured’s’ insurer may be held liable under any workers’ compensation, disability benefits or unemployment compensation law or any similar law.”

Although we have not yet interpreted this language in Nevada, federal courts have interpreted identical or nearly identical exclusions in a number of cases. The federal courts have uniformly adopted the receiver’s interpretation that these clauses exclude from coverage any injuries that could potentially give rise to workers’ compensation liability—that is, any injury that arises in the context of an employer-employee relationship and in the scope of employment. *See, e.g., Gear Auto., LLC v. Acceptance Indem. Ins.*, No. 11-CV-00421-W-FJG, 2012 WL 1833892, at \*3, \*7 (W.D. Mo., May 18, 2012) (Order) (finding that identical workers’ compensation exclusion clause excluded coverage of occupational injury despite employer’s failure to purchase workers’ compensation insurance, because the injured party was an employee and the injury occurred in the scope of employment); *Nat’l Liab. & Fire Ins. v. Sidelines Tree Serv., LLC*, No. 2:22-CV-01283-CBB, 2024 WL 5186484, at \*3, \*6 (W.D. Pa. Dec. 20, 2024) (Memorandum Opinion) (finding that identical workers’ compensation exclusion “does not require that the employer is *actually* held liable” in workers’ compensation, only that the injured party was “an employee acting in the course of his employment”); *Progressive Mountain Ins. v. Chen*, No. 1:22-CV-1913-JPB, 2024 WL 476962, at \*3 (N.D. Ga. Feb. 7, 2024) (Order) (finding a similarly worded workers’ compensation exclusion precluded coverage for an injury arising out of and within the scope of employment).

The clause in the present case excludes claims for which the insured “*may* be held liable under *any* workers’ compensation . . . law.” Under the plain meaning of the language used, this clause does not merely exclude claims where workers’ compensation benefits are actually received through a Spirit policy. Instead, we conclude that the words “*may*” and “*any*,” indicate that the exclusion clause applies to claims for which the

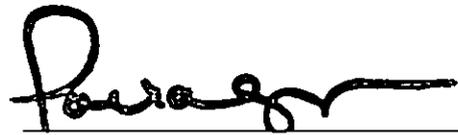
insured could be liable for workers' compensation in general. This comports with the conclusions of the federal courts. Even interpreting the clause strictly against the insurer, the language does not create a reasonable expectation of coverage for a work-related injury. *See Powell*, 127 Nev. at 161-62, 252 P.3d at 672. Thus, we conclude that the policy at issue excludes any injury that could give rise to workers' compensation liability, i.e. injuries to employees that arise in the course and scope of employment.

Likewise, we are not persuaded by Jimale's argument that the exclusion clause only refers to workers' compensation liability arising under Spirit policies. By the plain text of the policy, Cargo is the insured, and any liability that Cargo had for work-related injuries would preclude application of the Spirit policy. Other courts have similarly denied coverage even when an employer did not have *any* workers' compensation insurer. *See, e.g., Gear Auto.*, 2012 WL 1833892, at \*7. The focus of the exclusion is properly on the employment circumstances in which the injury occurs, not on whether the insurance provider was also the provider of workers' compensation insurance.

In the proceedings below, the receiver found that Jimale was an employee and that a workers' compensation claim was filed for his injuries from the truck accident, triggering the exclusion clause. On appeal, Jimale argues that it is undisputed that he was an independent contractor and claims that the workers' compensation claim submitted for his injuries was denied. Jimale fails to support either of these contentions with evidence from the appellate record. Because Jimale's arguments and factual contentions appear to reference facts outside of the appellate record, we find that Jimale has failed to meet his burden to complete the appellate record. *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 603, 172 P.3d 131,

134-35 (2007). Consequently, we presume that the evidence missing from the record, such as documentary evidence of Jimale's workers' compensation claim and employment status, supports the receiver's determination. *See id.* Under this presumption, we find that the receiver's factual findings were supported by substantial evidence. In light of our determination, we need not reach Jimale's argument that he is entitled to priority over other insurance claimants. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

 \_\_\_\_\_, J.

Parraguirre

 \_\_\_\_\_, J.

Bell

 \_\_\_\_\_, J.

Stiglich

cc: Hon. Jerry A. Wiese II, Chief Judge  
Lewis Brisbois Bisgaard & Smith LLC/Reno  
Shollenberger Januzzi & Wolfe, LLP  
Yuchen Xie  
Greenberg Traurig, LLP/Las Vegas  
Eighth District Court Clerk