

IN THE SUPREME COURT OF THE STATE OF NEVADA

GABRIEL A. MAALOUF, AN
INDIVIDUAL,
Appellant,
vs.
PRAETORIAN INSURANCE
COMPANY, A FOREIGN
CORPORATION,
Respondent.

No. 73640

FILED

JAN 25 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DENYING PETITION FOR REVIEW

Having considered appellant's petition seeking our review of the court of appeals' decision in this matter, we conclude that appellant has not demonstrated that our review is warranted. *See* NRAP 40B(a). We therefore deny the petition.

It is so ORDERED.¹

Pickering, J.
Pickering

Hardesty, J.
Hardesty

Parraguirre, J.
Parraguirre

Stiglich, J.
Stiglich

Cadish, J.
Cadish

cc: Hon. Ronald J. Israel, District Judge
Gabriel A. Maalouf
Lewis Brisbois Bisgaard & Smith, LLP/Las Vegas
Eighth District Court Clerk

¹The Honorables Mark Gibbons, Chief Justice, and Abbi Silver, Justice, did not participate in the decision of this matter.

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ELIZABETH H. BROWN
CLERK OF SUPREME COURT
SY / DEPUTY CLERK

ORDER OF AFFIRMANCE

Gabriel A. Maalouf appeals from a district court order granting summary judgment in a tort and contract action. Eighth Judicial District Court, Clark County; Ronald J. Israel, Judge.

Maalouf filed his complaint against respondent Praetorian Insurance Company alleging negligence, breach of contract, and breach of the implied covenant of good faith and fair dealing arising out of a claim he made with Praetorian for uninsured and/or underinsured motorist benefits relating to a motor vehicle accident he was in. Praetorian moved for summary judgment on the bases that negligence claims do not exist against an insurer as a matter of law; the breach of contract claim fails because Praetorian has paid the benefits that are owed under the applicable policy and Maalouf was barred from re-litigating his damages claim from the accident because those damages were already decided in a prior court-annexed arbitration; and the breach of the implied covenant of good faith and fair dealing claim fails because Praetorian did not deny Maalouf

benefits and had paid all benefits owed. The district court granted summary judgment and this appeal followed.

This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. *Id.* When deciding a summary judgment motion, all evidence must be viewed in a light most favorable to the nonmoving party. *Id.* General allegations and conclusory statements do not create genuine issues of fact. *Id.* at 731, 121 P.3d at 1030-31.

On appeal, Maalouf's main argument appears to be that the arbitration from a prior case regarding the liability and damages for the motor vehicle accident was improper, apparently because of the purported participation of the Nevada Insurance Guaranty Association. However, the proper forum to address any alleged impropriety in the arbitration was in the prior proceeding, not the underlying matter. And while Maalouf presents various other assertions on appeal, they are difficult to decipher and are not supported by cogent argument and therefore, need not be considered. See *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (declining to consider issues that are not supported by cogent argument). Regardless, none of these assertions appear to actually attack the undisputed facts or conclusions of law on which summary judgment was based, and our review of the record and the applicable law likewise reveals that there are no genuine issues of material

fact remaining such that Praetorian was entitled to judgment as a matter of law. See *Wood*, 121 Nev. at 729, 121 P.3d at 1029. Accordingly, we ORDER the judgment of the district court AFFIRMED.

Silver, C.J.
Silver

Tao, J.
Tao

Gibbons, J.
Gibbons

cc: Hon. Ronald J. Israel, District Judge
Gabriel A. Maalouf
Lewis Brisbois Bisgaard & Smith, LLP/Las Vegas
Eighth District Court Clerk

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from this filing is
available in the
Clerk's Office.**