

Balice in Law360: 9th Circ. Casino Coverage Ruling Shakes Contract Exclusion

January 9, 2026 Joseph Balice

PRACTICES Litigation

In a recent *Law360* article, Haynes Boone Partner [Joseph Balice](#) explained why the Ninth Circuit was right to limit the contract exclusion in Las Vegas Sands' D&O to express contracts only, noting that insurers must analyze each allegation independently and warned against the growing trend of denying coverage based on partially excluded allegations.

Read an excerpt below.

In the coverage dispute, Judge Mahan found that the Suen suit did not qualify as a claim under the terms of the National Union policy and that it arose from a contractual liability from an express agreement.

The panel, however, disagreed, noting that the claim alleged breach of contract, fraud and quantum meruit — payment for services rendered based on "contracts implied-in-fact" under Nevada law. The Nevada Supreme Court had ruled in 2016 that LVS was liable for quantum meruit.

"The quantum meruit claim therefore could not have arisen out of the alleged express contract or agreement," the panel wrote.

The language in LVS' D&O policy is more limited than some other D&O policies, whose language can vary and may not include the term "express," said policyholder attorney Joseph Balice of Haynes Boone.

"When you compare the language in the exclusion — which is limited to only express contracts — to this quasi or implied contractual relief, I think the court got it right and found that the exclusion is limited to its terms," he told Law360.

[Read the full article on Law360 here.](#)