

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Ronald E. Sexton v. Bankers Standard Insurance Company d/b/a Chubb

Sexton · No. 24-2388-TC-BGS · Decided November 26, 2025

SUMMARY

The United States District Court for the District of Kansas denied Plaintiff Ronald E. Sexton’s motion for leave to supplement his expert disclosures. The court held that Plaintiff failed to establish good cause or excusable neglect for designating Christopher Leaton after the scheduling-order deadline. The court also concluded that denying the motion would not be dispositive of Plaintiff’s claims because he had already disclosed another causation and origin expert.

CASE DETAILS

COURT	United States District Court for the District of Kansas
WRITING FOR THE COURT	Brooks G. Severson
JURISDICTION	United States District Court for the District of Kansas
DECIDED	November 26, 2025
DOCKET	24-2388-TC-BGS
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for leave to supplement his expert disclosures after the scheduling-order deadline. The magistrate judge denied the motion.
STANDARD OF REVIEW	A scheduling order may be modified only for good cause and with the judge's consent under Federal Rule of Civil Procedure 16(b)(4). Untimely expert disclosures also require consideration of excusable neglect. When denial could exclude potentially dispositive evidence, the court must additionally consider prejudice or surprise, the ability to cure prejudice, disruption of trial, and bad faith or willfulness.
PRECEDENTIAL VALUE	unpublished district court memorandum and order; nonprecedential

TOPICS

- motion to amend
- civil procedure
- discovery dispute
- insurance coverage
- breach of contract

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether Plaintiff established good cause under Federal Rule of Civil Procedure 16(b)(4) to modify the scheduling order and designate Christopher Leaton as an additional expert after the deadline.
2. Whether Plaintiff established excusable neglect for the untimely expert disclosure.
3. Whether the potentially dispositive nature of excluding the proposed expert required consideration of lesser curative measures.

HOLDINGS

1. Plaintiff failed to establish good cause because he did not show that the expert-disclosure deadline could not have been met despite diligent efforts and did not provide an adequate explanation for the delay.
2. Plaintiff failed to establish excusable neglect because the delay was within his control, was substantial in context, prejudiced Defendant, and was not adequately explained by uncertainty about Defendant's litigation position.
3. The court was not required to grant the motion or impose a lesser curative measure because Plaintiff did not substantively show that exclusion of Leaton would be dispositive of his claims.

KEY QUOTATIONS

“In order to establish good cause, Plaintiff must show that “scheduling order deadlines cannot be met despite the [his] diligent efforts.”” (Section II)

“The determination as to whether a party has established excusable neglect is an equitable one what must consider “all relevant circumstances” relating to the party’s omission” (Section III)

“When denial of the request to extend the Scheduling Order would potentially exclude dispositive evidence, such as an expert report, the request “is subject to more careful scrutiny” and the consideration of lesser curative measures.” (Section IV)

FACTUAL BACKGROUND

The action concerns coverage for extensive water damage allegedly caused by an October 7, 2018, roof-related water intrusion at Plaintiff's large residence. Plaintiff had made multiple water-damage claims, and the parties disputed which damages were attributable to the 2018 event and whether additional post-policy damage existed. Plaintiff had already designated Clark Scherfenberg as a causation expert but sought to add Christopher Leaton, an engineer whose report had been prepared for Defendant in related litigation. Plaintiff filed the motion two months after the expert-disclosure deadline, asserting that he had previously believed Leaton's opinions were undisputed.

PROCEDURAL HISTORY

Plaintiff brought a breach-of-contract and insurance-coverage action concerning water damage to his residence. The scheduling order required Plaintiff to designate experts by August 14, 2025. On October 14, 2025, Plaintiff

sought leave to designate Christopher Leaton as an additional non-retained expert. The court denied the motion after finding no good cause, no excusable neglect, and no basis for lesser curative measures.

DISPOSITION

other

CASES CITED

- McPhaul v. Coll. Hills Opco, LLC, 2025 WL 2229971, at *3, *6-*7 (D. Kan. Aug. 5, 2025)
- CGB Diversified Servs., Inc. v. Forsythe, 2021 WL 672168, at *1 (D. Kan. Feb. 22, 2021)
- Tesone v. Empire Mktg. Strategies, 942 F.3d 979, 988-89 (10th Cir. 2019)
- Lyden v. Hogan Dedicated Servs., LLC, 2015 WL 6778941, at *2 (D. Kan. Nov. 16, 2016)
- MidAmerica Div., Inc. v. First Health Group Corp., 2025 WL 958274, at *7 (D. Kan. Mar. 31, 2025)
- Jones v. DG Retail, LLC, 2025 WL 3170823 (D. Kan. Nov. 13, 2025)
- Dag Enters., Inc. v. Exxon Mobil Corp., 226 F.R.D. 95, 105 (D.D.C. 2005)
- Ikona v. AHC of Overland Park, LLC, 2022 WL 4245478, at *5 (D. Kan. Sept. 15, 2022)
- White Way, Inc. v. Firemen's Ins. Co. of Washington, D.C., 2022 WL 17177371, at *3 n.3 (D. Kan. Nov. 23, 2022)
- Coleman v. Blue Cross Blue Shield of Kan., 487 F. Supp. 2d 1225, 1234-35 (D. Kan. 2007)
- Pioneer Inv. Servs. Co. v. Brunswick Assocs. L.P., 507 U.S. 380, 391-92 (1993)
- Dryden v. City of Hays, 2012 WL 2993914, at *2 (D. Kan. July 20, 2012)
- HCG Platinum, LLC v. Preferred Prod. Placement Corp., 873 F.3d 1191, 1200, 1203 (10th Cir. 2017)