UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION

WinCup, Inc. v. ACE American Insurance Company, et al.

WinCup · No. 2:22-cv-2019 · Decided February 13, 2026

SUMMARY

The United States District Court for the Southern District of Ohio denies the parties' cross-motions for summary judgment in an insurance coverage dispute arising from a fire at WinCup's manufacturing facility. The court holds that WinCup's expert used a loss-calculation methodology inconsistent with the policy language and excludes his testimony as an expert under Federal Rule of Evidence 702, while permitting the possibility of fact testimony. The court denies the insurers' motion for summary judgment because WinCup may still rely on the witness as a fact witness to establish its losses.

CASE DETAILS

COURT	United States District Court for the Southern District of Ohio, Eastern Division
WRITING FOR THE COURT	Sarah D. Morrison
JURISDICTION	United States District Court for the Southern District of Ohio, Eastern Division
DECIDED	February 13, 2026
DOCKET	2:22-cv-2019
DISPOSITION	other
PROCEDURAL POSTURE	The parties filed cross-motions for summary judgment concerning Phase II damages under business-interruption and extra-expense insurance coverages. The insurers also moved to exclude Glenn Ardizzone's expert testimony under Federal Rule of Evidence 702.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. Expert admissibility is reviewed under Federal Rule of Evidence 702, with the court acting as gatekeeper to assess relevance and reliability.
PRECEDENTIAL VALUE	Unknown

TOPICS

insurance coverage | contract interpretation | expert testimony | daubert standard | summary judgment

PRACTICE AREAS

insurance coverage | commercial litigation | evidence | civil procedure

QUESTIONS PRESENTED

1. Whether the insurance policies' definition of Gross Earnings requires business-interruption losses to be calculated beginning with the value of lost production at the affected manufacturing facility.
2. Whether Glenn Ardizzone's proposed expert calculations satisfy Federal Rule of Evidence 702.
3. Whether the insurers were entitled to summary judgment on the ground that WinCup could not establish damages exceeding the policy deductibles without Ardizzone's testimony.

HOLDINGS

1. The policies plainly and unambiguously require the calculation of business-interruption loss to begin with the value of lost production when the interruption occurs at a manufacturing facility.
2. Ardizzone's proposed testimony and calculations are inadmissible as expert testimony because his methodology was not reliably applied and his calculations did not conform to the governing policy language.
3. The court did not bar Ardizzone from testifying as a fact witness, even though it barred him from testifying as an expert.
4. The insurers were not entitled to summary judgment because Ardizzone's testimony was not entirely barred; he may testify as a fact witness, and the insurers acknowledged that summary judgment should be denied if his testimony was not excluded.

KEY QUOTATIONS

> *"The Policies—plainly and unambiguously—require the calculation to begin precisely where WinCup says it should not: the value of lost production."* (Opinion and Order, Section III)

> *"It should go without saying, "Googling it" is not a reliable or expert method for identifying sales forecasting trendlines."* (Opinion and Order, Section IV)

> *"Nevertheless, Mr. Ardizzone may be able to testify as a fact witness."* (Opinion and Order, Section IV)

FACTUAL BACKGROUND

WinCup manufactures disposable food-service products at several facilities, including a Mount Sterling, Ohio facility that primarily produces lids for use by other WinCup facilities. An electrical fire on October 6, 2020, temporarily halted production at Mount Sterling, causing missed and delayed orders despite efforts to increase production elsewhere and purchase lids from third parties. WinCup claimed business-interruption and extra-expense losses under three insurance policies, with its expert calculating losses of approximately $1.94 million and the insurers calculating approximately $441,416.

PROCEDURAL HISTORY

WinCup sued HDI Global Insurance Company, ACE American Insurance Company, and Starr Surplus Lines Insurance Company for breach of insurance contracts and sought declaratory relief against ACE and Starr. The parties bifurcated the case into a deductible-interpretation phase and a damages phase. In the prior phase, the court determined that the deductible language was ambiguous and that the extrinsic evidence supported WinCup's methodology, but it did not determine the accuracy of WinCup's figures. In this phase, the court denied all summary-judgment motions and partially granted and partially denied the motion to bar Ardizzone's testimony.

DISPOSITION

other

CASES CITED

- Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986)
- Barnhart v. Pickrel, Schaeffer & Ebeling Co., 12 F.3d 1382, 1388-89 (6th Cir.)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248, 250 (1986)
- Adickes v. S.H. Kress & Co., 398 U.S. 144, 157 (1970)
- Moore v. Philip Morris Cos., 8 F.3d 335, 339-40 (6th Cir.)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- Scott v. Allstate Indem. Co., 417 F. Supp. 2d 929, 932-33 (N.D. Ohio)
- Allied World Surplus Lines Ins. Co. v. Richard Goettle, Inc., No. 20-3339, 2020 WL 8994338, at *2 (6th Cir. Nov. 5, 2020)
- Savedoff v. Access Grp., Inc., 524 F.3d 754, 763 (6th Cir.)
- Biegas v. Quickway Carriers, Inc., 573 F.3d 365, 374 (6th Cir.)
- Daubert v. Merrell Dow Pharmaceuticals, Inc., 509 U.S. 579, 595, 597 (1993)
- Kumho Tire Co. v. Carmichael, 526 U.S. 137, 152 (1999)
- Sigler v. American Honda Motor Co., 532 F.3d 469, 478 (6th Cir.)
- Ask Chemicals, LP v. Computer Packages, Inc., 593 F. App'x 506, 510 (6th Cir.)
- In re Scrap Metal Antitrust Litigation, 527 F.3d 517, 530-31 (6th Cir.)
- Guillory v. Domtar Industries, Inc., 95 F.3d 1320, 1331 (5th Cir.)
- Greenwell v. Boatwright, 184 F.3d 492, 497 (6th Cir.)
- Lucarell v. Nationwide Mut. Ins. Co., 97 N.E.3d 458, 469 (Ohio)