

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

**The Ramos Injury Firm, LLC, d/b/a Ramos Law v. David Petrushka,
individually and as Personal Representative of Estate of Naomi
Petrushka**

Petrushka · No. 25-cv-00036-NYW-CYC · Decided May 5, 2026

SUMMARY

The United States District Court for the District of Colorado denied Ramos Injury Firm, LLC’s motion for leave to file a first amended complaint and jury demand. Applying Federal Rules of Civil Procedure 16(b) and 15(a), the court held that the plaintiff failed to demonstrate good cause for seeking amendment after the scheduling-order deadline, because the relevant facts were previously known and the delay reflected a tactical choice.

CASE DETAILS

COURT	United States District Court for the District of Colorado
WRITING FOR THE COURT	Nina Y. Wang
JURISDICTION	United States District Court for the District of Colorado
DECIDED	May 5, 2026
DOCKET	25-cv-00036-NYW-CYC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for leave to file a first amended complaint and jury demand after the scheduling-order deadline for amending pleadings had expired. The court denied the motion under Federal Rule of Civil Procedure 16(b)(4) for failure to show good cause and therefore did not reach Rule 15(a).
STANDARD OF REVIEW	Abuse of discretion governs the decision to grant or deny leave to amend; when the scheduling-order amendment deadline has expired, the movant must first demonstrate good cause under Rule 16(b)(4), followed by the Rule 15(a) inquiry if good cause exists.
PRECEDENTIAL VALUE	nonprecedential

TOPICS

- motion to amend
- civil procedure
- contract interpretation
- quantum meruit
- declaratory judgment

PRACTICE AREAS

civil procedure

contracts

commercial litigation

remedies

QUESTIONS PRESENTED

1. Whether Ramos Law established good cause under Federal Rule of Civil Procedure 16(b)(4) to modify the scheduling-order deadline for amending pleadings.
2. Whether an adverse ruling on a motion to dismiss, issued after the amendment deadline, constitutes good cause for an untimely amendment when the movant knew the underlying facts before the deadline.
3. Whether the court was required to reach the Rule 15(a) factors after finding no good cause under Rule 16(b)(4).

HOLDINGS

1. A party seeking amendment after expiration of the scheduling-order deadline must show that the deadline could not be met despite diligent efforts and must provide an adequate explanation for the delay.
2. A litigant's decision to wait for a court's ruling on a motion to dismiss, including an adverse ruling identifying pleading deficiencies, does not by itself establish good cause for an untimely amendment.
3. When the movant fails to establish good cause under Rule 16(b)(4), the court need not determine whether the proposed amendment would otherwise be permissible under Rule 15(a).

KEY QUOTATIONS

“The Tenth Circuit has explained that a litigant “cannot establish good cause if [the party] ‘knew of the underlying conduct but simply failed to raise [its] claims.’”

“In short, Ramos Law fails to show that it could not meet the deadline to amend despite its diligent efforts.”

FACTUAL BACKGROUND

Ramos Law represented Petrushka in connection with a plane crash that killed his parents and later performed legal work related to an insurance claim that resulted in a payment exceeding \$9 million to Petrushka and his siblings. Ramos Law sought a contingent fee from part of the insurance proceeds, but Petrushka disputed that the contingency-fee agreement covered the insurance claim. After the court found that the complaint did not plausibly allege a written agreement expanding the fee agreement's scope, Ramos Law sought to amend by adding quotations and references to writings that it claimed established such an expansion.

PROCEDURAL HISTORY

Ramos Law sued Petrushka asserting declaratory-judgment and attorney-lien claims based on a contingency-fee agreement or quantum meruit. The court previously granted Petrushka's Rule 12(b)(6) motion in part, dismissing the fee-agreement basis for the declaratory-judgment claim and part of the foreclosure claim while allowing the quantum-meruit portion of the foreclosure claim to proceed. Approximately six weeks later, and nearly six months after the amendment deadline, Ramos Law moved to amend to add allegations concerning written

communications allegedly expanding the fee agreement. The court denied the motion because Ramos Law knew the relevant facts before the deadline and failed to establish diligence or good cause.

DISPOSITION

other

CASES CITED

- *Gorsuch, Ltd., B.C. v. Wells Fargo Nat'l Bank Ass'n*, 771 F.3d 1230, 1240, 1242 (10th Cir. 2014)
- *Husky Ventures, Inc. v. B55 Invs., Ltd.*, 911 F.3d 1000, 1019–20, 1022 (10th Cir. 2018)
- *Pumpco, Inc. v. Schenker Int'l, Inc.*, 204 F.R.D. 667, 668 (D. Colo. 2001)
- *Frank v. U.S. West, Inc.*, 3 F.3d 1357, 1365 (10th Cir. 1993)
- *Foman v. Davis*, 371 U.S. 178, 182 (1962)
- *Openwater Safety IV, LLC v. Great Lakes Ins. SE*, 435 F. Supp. 3d 1142, 1151 (D. Colo. 2020)
- *Birch v. Polaris Indus., Inc.*, 812 F.3d 1238, 1248 (10th Cir. 2016)
- *Tesone v. Empire Mktg. Strategies*, 942 F.3d 979, 991 (10th Cir. 2019)
- *Graham v. Fearon*, 721 F. App'x 429, 439 (6th Cir. 2018)
- *Morrison Enters., LLC v. Dravo Corp.*, 638 F.3d 594, 610–11 (8th Cir. 2011)
- *Romero v. Drummond Co.*, 552 F.3d 1303, 1318–19 (11th Cir. 2008)
- *IBEW Local 98 Pension Fund v. Best Buy Co.*, 326 F.R.D. 513, 525 (D. Minn. 2018)
- *Alioto v. Town of Lisbon*, 651 F.3d 715, 720 (7th Cir. 2011)
- *Beck v. American Honda Finance Corp.*, No. 19-cv-02712-PAB-MEH, 2020 WL 3057339, at *4 (D. Colo. June 9, 2020)
- *Donaldson v. Carnival Corp.*, No. 20-cv-23258-Scola, 2021 WL 111732, at *1 (S.D. Fla. Jan. 12, 2021)