UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO

Alexa Marra v. Owners Insurance Company, a/k/a Auto-Owners Insurance Company

Civil Action No. 24-cv-01547-NYW-MDB · No. Civil Action No. 24-cv-01547-NYW-MDB · Decided February 24, 2026

SUMMARY

The United States District Court for the District of Colorado addresses Owners Insurance Company's motion for partial summary judgment on Alexa Marra's statutory and common-law bad-faith insurance claims and its motion to exclude or limit expert testimony. The court denies summary judgment because genuine factual disputes exist regarding whether Owners evaluated Marra's claim reasonably and whether it acted with reckless disregard. The court grants the motion to exclude in part and denies it in part, although the excerpt does not include the detailed analysis of that ruling.

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	February 24, 2026
DOCKET	Civil Action No. 24-cv-01547-NYW-MDB
DISPOSITION	other
PROCEDURAL POSTURE	Defendant moved for partial summary judgment on Plaintiff's statutory and common-law insurance bad-faith claims and moved to limit or exclude Plaintiff's expert testimony under Federal Rules of Civil Procedure 26 and 37 and Federal Rule of Evidence 702.

STANDARD OF REVIEW	Summary judgment is appropriate when there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court views the evidence and draws reasonable inferences in favor of the nonmoving party, may not weigh evidence or determine witness credibility, and evaluates whether a reasonable jury could return a verdict for that party. Expert-disclosure violations are evaluated under Rules 26(a)(2) and 37(c)(1), including prejudice or surprise, ability to cure, potential trial disruption, and bad faith or willfulness. Expert admissibility is evaluated under Rule 702 for qualification, reliability, and relevance.
PRECEDENTIAL VALUE	unpublished district court memorandum opinion and order; precedential status unknown
PARTIES	Alexa Marra v. Owners Insurance Company, a/k/a Auto-Owners Insurance Company

TOPICS

insurance bad faith · uninsured motorist · summary judgment · expert testimony · civil procedure

PRACTICE AREAS

insurance bad faith · insurance coverage · civil procedure · evidence · expert testimony

QUESTIONS PRESENTED

1. Whether Owners was entitled to partial summary judgment on Marra's statutory bad-faith claim because its denial of UIM benefits had a reasonable basis.
2. Whether Owners was entitled to partial summary judgment on Marra's common-law bad-faith claim because there was no evidence of knowing or reckless disregard of the validity of the claim.
3. Whether Marra's disclosures for non-retained experts Barbara Hinkle and Richard Walford complied with Rule 26(a)(2)(C), and what remedy was appropriate for any violation.
4. Whether Thomas Higginbotham was required to provide a retained-expert report under Rule 26(a)(2)(B) before offering causation opinions.
5. Whether portions of insurance-industry expert John Kezer's opinions were inadmissible because they stated legal conclusions, directed the jury's decision, or were otherwise irrelevant or unhelpful.

HOLDINGS

1. Owners was not entitled to summary judgment on the statutory bad-faith claim because evidence that it initially denied Marra's UIM claim without evaluating the claim or considering non-economic and permanent-impairment damages created a genuine dispute of material fact concerning the reasonableness of its conduct.

2. Owners was not entitled to summary judgment on the common-law bad-faith claim because evidence that it initially denied the claim without conducting an evaluation could permit a reasonable jury to find that Owners knowingly or recklessly disregarded the validity of Marra's claim.
3. Hinkle's disclosure did not comply with Rule 26(a)(2)(C) because it identified broad categories of testimony without summarizing the supporting facts and opinions, but exclusion was unwarranted because Owners did not establish prejudice or bad faith.
4. Walford's disclosure was deficient under Rule 26(a)(2)(C), but he may offer causation opinions at trial if limited to opinions formed from his diagnostic workup, orthopedic testing, and range-of-motion testing and if Marra makes him available for an additional deposition at her expense; otherwise his testimony is limited to percipient treatment knowledge.
5. Higginbotham may not offer causation opinions at trial because Marra did not establish that those opinions were formed during treatment, making a retained-expert report required under Rule 26(a)(2)(B), and the failure to provide one prejudiced Owners.
6. Kezer may testify about whether Owners's conduct complied with insurance-industry standards and may refer to law as part of the basis for an opinion, but he may not testify that Owners violated the law, breached a legal duty, acted unreasonably or in bad faith, or otherwise direct the jury's legal conclusions.

KEY QUOTATIONS

> *"The Court thus disagrees with Defendant's suggestion that an insurer always has a reasonable basis to deny UIM benefits if the insured relies on non-economic losses to establish entitlement to those benefits."* (I.C.1)

> *"Because Plaintiff has submitted evidence that Owners initially denied her UIM claim without actually evaluating it and without even considering non-economic damages, she has created a genuine dispute of material fact sufficient to preclude summary judgment"* (I.C.1)

> *"An expert witness may not "state legal conclusions drawn by applying the law to facts,""* (II.B.4)

FACTUAL BACKGROUND

Marra was injured in a motor-vehicle collision for which she was not at fault and recovered $100,000 from the tortfeasor's insurer. She had an automobile policy with Owners providing up to $250,000 in underinsured-motorist coverage and submitted a UIM claim with medical bills and later a demand for policy-limit benefits. Owners initially denied the claim in March 2022, later relied on a medical expert's report in 2024, and maintained that Marra's collision-related damages did not exceed the tortfeasor's $100,000 policy limits. Marra sued asserting breach of contract, statutory unreasonable delay or denial of benefits, and common-law bad faith.

PROCEDURAL HISTORY

Marra filed suit against Owners after Owners denied her claim for underinsured-motorist benefits. Owners moved for partial summary judgment on the bad-faith claims and moved to exclude or limit testimony from several of Marra's experts. The court denied partial summary judgment, granted the evidentiary motion in part, denied it in part, and set a telephonic status conference.

DISPOSITION

other

CASES CITED

- Crowe v. ADT Security Services, Inc., 649 F.3d 1189, 1194 (10th Cir. 2011)
- Bones v. Honeywell International, Inc., 366 F.3d 869, 875 (10th Cir. 2004)
- Adler v. Wal-Mart Stores, Inc., 144 F.3d 664, 671 (10th Cir. 1998)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 249–50 (1986)
- Fogarty v. Gallegos, 523 F.3d 1147, 1165 (10th Cir. 2008)
- Banner Bank v. First American Title Insurance Co., 916 F.3d 1323, 1326 (10th Cir. 2019)
- McKinney v. State Farm Mutual Automobile Insurance Co., 2021 WL 4472921, at *4 (D. Colo. Sept. 30, 2021)
- American Family Mutual Insurance Co. v. Barriga, 418 P.3d 1181, 1185–86 (Colo. 2018)
- Butman Family Investment Ltd. Partnership v. Owners Insurance Co., 2020 WL 1470801, at *8 (D. Colo. Mar. 25, 2020)
- Fisher v. State Farm Mutual Automobile Insurance Co., 419 P.3d 985, 990 (Colo. App. 2015), aff'd, 418 P.3d 501 (Colo. 2018)
- Schultz v. GEICO Casualty Co., 429 P.3d 844, 847–49 (Colo. 2018)
- Goodson v. American Standard Insurance Co. of Wisconsin, 89 P.3d 409, 415 (Colo. 2004)
- Wagner v. American Family Mutual Insurance Co., 569 F. App'x 574, 580 (10th Cir. 2014)
- Ayala v. State Farm Mutual Automobile Insurance Co., 628 F. Supp. 3d 1075, 1082 (D. Colo. 2022)
- Vaccaro v. American Family Insurance Group, 275 P.3d 750, 759 (Colo. App. 2012)
- Fear v. GEICO Casualty Co., 560 P.3d 974, 981–82 (Colo. 2024)
- El Dueno, LLC v. Mid-Century Insurance Co., 2025 WL 1540329, at *3–4 (10th Cir. May 30, 2025)
- Sandoval v. Unum Life Insurance Co. of America, 952 F.3d 1233, 1239 (10th Cir. 2020)
- Avalon Condominium Association, Inc. v. Secura Insurance, 2015 WL 5655528, at *5 (D. Colo. Sept. 25, 2015)
- Casaretto v. GEICO Casualty Co., 2017 WL 7731742, at *4 (D. Colo. Aug. 9, 2017)
- Cross v. Home Depot, 390 F.3d 1283, 1290 (10th Cir. 2004)
- Mitchell v. City of Moore, 218 F.3d 1190, 1199 (10th Cir. 2000)
- Travelers Insurance Co. v. Savio, 706 P.2d 1258, 1275 (Colo. 1985)
- Masters v. Safeco Insurance Co. of America, 2021 WL 4326269, at *11 (D. Colo. Sept. 23, 2021)
- Kisselman v. American Family Mutual Insurance Co., 292 P.3d 964, 970 (Colo. App. 2011)
- Fifer v. Travelers Property Casualty Co. of America, 2025 WL 2513472, at *6 (D. Colo. Sept. 2, 2025)
- Palmer v. Owners Insurance Co., 2019 WL 7370372, at *4 (D. Colo. Nov. 6, 2019)
- Cook v. Rockwell International Corp., 580 F. Supp. 2d 1071, 1122 (D. Colo. 2006)
- Morris v. Wells Fargo Bank, N.A., 2010 WL 2501078, at *2 (D. Colo. June 17, 2010)

- Hellen v. American Family Insurance Co., 2024 WL 1194048, at *3 (D. Colo. Mar. 7, 2024)
- Sender v. Mann, 225 F.R.D. 645, 655 (D. Colo. 2004)
- Hirpa v. IHC Hospitals, Inc., 50 F. App'x 928, 932 (10th Cir. 2002)
- Sanderson v. Wyoming Highway Patrol, Sanderson v. Wyoming Highway Patrol, 976 F.3d 1164, 1172 (10th Cir. 2020)
- United States v. Rodriguez-Felix, 450 F.3d 1117, 1122 (10th Cir. 2006)
- Squires ex rel. Squires v. Goodwin, 829 F. Supp. 2d 1041, 1048 (D. Colo. 2011)
- Kumho Tire Co. v. Carmichael, 526 U.S. 137, 147–52 (1999)
- Daubert v. Merrell Dow Pharmaceuticals, Inc., 509 U.S. 579, 588–89 (1993)
- Bill Barrett Corp. v. YMC Royalty Co., 918 F.3d 760, 770 (10th Cir. 2019)
- Dodge v. Cotter Corp., 328 F.3d 1212, 1221 (10th Cir. 2003)
- Vanderlaan v. Ameriprise Auto. & Home Ins., 2021 WL 4441518, at *6 (D. Colo. Sept. 28, 2021)
- Tuft v. Indemnity Insurance Co. of North America, 2021 WL 1759638, at *3 (D. Colo. Feb. 18, 2021)
- Hayes v. American Credit Acceptance, LLC, 2014 WL 3927277, at *3 (D. Kan. Aug. 12, 2014)
- Hartung v. Gommert, 2024 WL 2975843, at *6 (D.N.M. June 13, 2024)
- Bettmann v. Owners Insurance Co., 2024 WL 1829263, at *1 (D. Colo. Feb. 12, 2024)
- Fitzgerald ex rel. Fitzgerald v. Catholic Health Initiatives Colorado, 2025 WL 861171, at *3 (D. Colo. Mar. 19, 2025)
- Hubchik v. Owners Insurance Co., 2025 WL 902164, at *8 (D. Colo. Jan. 28, 2025)
- Specht v. Jensen, 853 F.2d 805, 809–10 (10th Cir. 1988)
- Stoker v. State Farm Mutual Automobile Insurance Co., 2021 WL 4201583, at *6 (D. Colo. May 6, 2021)
- EEOC v. Western Distribution Co., 643 F. Supp. 3d 1205, 1219 (D. Colo. 2022)
- United States v. Schneider, 704 F.3d 1287, 1294 (10th Cir. 2013)
- Gribowski v. State Farm Mutual Automobile Insurance Co., 2022 WL 16855688, at *4 (D. Colo. Nov. 10, 2022)
- Baumann v. American Family Mutual Insurance Co., 836 F. Supp. 2d 1196, 1202 (D. Colo. 2011)
- A.E. ex rel. Evans v. Independent School District No. 25, 936 F.2d 472, 476 (10th Cir. 1991)
- O'Sullivan v. GEICO Casualty Co., 233 F. Supp. 3d 917, 929–30 (D. Colo. 2017)
- George v. Metropolitan Property & Casualty Insurance Co., 2020 WL 70424, at *9, *13 (D. Colo. Jan. 2, 2020)
- Canyon Club Condominium Owners Association v. American Family Mutual Insurance Co., 2023 WL 10410009, at *4 (D. Colo. Sept. 29, 2023)
- Wise v. USAA Casualty Insurance Co., 2024 WL 6100421, at *4 (D. Colo. June 27, 2024)
- Bethel v. Berkshire Hathaway Homestate Insurance Co., 596 F. Supp. 3d 1260, 1269 (D. Colo. 2022)
- Ramos v. Banner Health, 1 F.4th 769, 783 (10th Cir. 2021)