

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
NORTH CAROLINA

Thomas Johnson v. SN Servicing Corporation and U.S. Bank Trust
National Association, as trustee for LB-Ranch Series V Trust

Johnson v. SN Servicing Corp. · No. 1:25CV232 · Decided April 24, 2026

SUMMARY

The United States District Court for the Middle District of North Carolina denies Defendants’ motion to exclude Plaintiff’s expert witness, or alternatively to reopen discovery and extend their expert-disclosure deadline. The court holds that Plaintiff timely corrected an expert disclosure stating that the appraiser would later update a property appraisal and finds no substantial prejudice to Defendants. The opinion applies Federal Rules of Civil Procedure 16, 26, and 37 and the Southern States factors governing exclusion of evidence.

CASE DETAILS

COURT	United States District Court for the Middle District of North Carolina
WRITING FOR THE COURT	L. Patrick Auld
JURISDICTION	United States District Court for the Middle District of North Carolina
DECIDED	April 24, 2026
DOCKET	1:25CV232
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to exclude Plaintiff’s expert witness and appraisal under Federal Rules of Civil Procedure 16(f), 26(a)(2), and 37(c), or alternatively to reopen discovery and extend their expert-disclosure deadline. The magistrate judge denied the motion.
STANDARD OF REVIEW	The court exercised broad discretion under Rule 37(c)(1) to determine whether the expert-disclosure failure was substantially justified or harmless, guided by the Southern States factors.
PRECEDENTIAL VALUE	unpublished

TOPICS

- expert testimony
- discovery dispute
- sanctions
- evidence
- civil procedure

PRACTICE AREAS

civil procedure

evidence

expert testimony

contracts

real estate

QUESTIONS PRESENTED

1. Whether Plaintiff's expert disclosure violated Federal Rule of Civil Procedure 26(a)(2)(B) by failing to provide a complete statement of all opinions Wilder would express and the bases, facts, data, and exhibits supporting those opinions.
2. Whether the disclosure deficiency required exclusion of Wilder and his appraisal under Federal Rule of Civil Procedure 37(c)(1).
3. Whether Defendants were entitled to reopen discovery, extend their expert-disclosure deadline, or recover attorney fees under Rules 16(f) and 37(c)(1).

HOLDINGS

1. A retained expert disclosure must include a complete statement of all opinions the expert will express and the bases, facts, data, and exhibits supporting those opinions. Plaintiff's original disclosure was deficient because it reserved the possibility of a future appraisal update without disclosing the opinions and supporting material that update would contain.
2. The Rule 26 disclosure deficiency did not require exclusion because Plaintiff timely corrected the disclosure by withdrawing the proposed update and Defendants failed to show substantial prejudice. The nondisclosure was harmless under Rule 37(c)(1).
3. Defendants were not entitled to reopen discovery, extend their expert-disclosure deadline, or recover attorney fees because the corrected disclosure caused no severe prejudice and provided no basis for exclusion.

KEY QUOTATIONS

"The party failing to disclose information bears the burden of establishing that the nondisclosure was substantially justified or was harmless." (at 9)

"Based on that conclusion (and for all the reasons discussed), the Court rejects Defendants' request for Wilder's "exclu[sion] as an expert witness along with his November 2023 [A]ppraisal, or, alternatively, . . . [al] reopened [period] to allow Defendants to designate their own rebuttal expert witness"" (at 20)

FACTUAL BACKGROUND

Plaintiff alleges that Defendants breached a settlement agreement arising from an earlier mortgage-loan dispute by imposing fees and costs that the settlement allegedly waived. Plaintiff disclosed Bryan Wilder as an expert and attached Wilder's November 2023 appraisal valuing the subject property at \$1,120,000. The disclosure also stated that Wilder intended to update the appraisal closer to trial, but Plaintiff later withdrew that statement after Defendants challenged the disclosure. Defendants argued that the disclosure deprived them of a meaningful opportunity to depose Wilder and prepare a rebuttal expert report.

PROCEDURAL HISTORY

Plaintiff brought suit concerning an alleged breach of a settlement agreement resolving an earlier mortgage-loan lawsuit. Defendants removed the action from state court, and the district court addressed pleading disputes and entered a scheduling order setting expert-disclosure and discovery deadlines. Plaintiff timely disclosed appraiser Bryan Wilder and attached a November 2023 appraisal, but the disclosure stated that Wilder would update the appraisal in August 2026. After Defendants moved to exclude the expert, Plaintiff withdrew the update language. The court held that the original disclosure was deficient but that the deficiency was harmless, and denied exclusion, reopening discovery, extension of deadlines, and attorney fees.

DISPOSITION

other

CASES CITED

- *Caraustar Indus., Inc. v. North Ga. Converting, Inc.*, No. 3:04CV187, 2006 WL 3751453, at *8 (W.D.N.C. Dec. 19, 2006)
- *Doe v. Coastal Carolina Univ.*, No. 4:18CV268, 2021 WL 1654747, at *5 (D.S.C. Mar. 5, 2021)
- *Goodwin v. Cockrell*, No. 4:13CV199, 2015 WL 575861, at *5 (E.D.N.C. Feb. 11, 2015)
- *Nelson-Salabes, Inc. v. Morningside Dev., LLC*, 284 F.3d 505, 512 n.10 (4th Cir. 2002)
- *Southern States Rack & Fixture, Inc. v. Sherwin-Williams Co.*, 318 F.3d 592, 595 n.2, 597 (4th Cir. 2003)
- *Bresler v. Wilmington Tr. Co.*, 855 F.3d 178, 190 (4th Cir. 2017)
- *Wilkins v. Montgomery*, 751 F.3d 214, 222 (4th Cir. 2014)
- *Medical Provider Fin. Corp., II v. Southwest Doctors Grp., LLC*, No. 2:07CV345, 2008 WL 11451258, at *2 (D. Nev. Nov. 3, 2008)
- *Barnhill v. Accordius Health at Greensboro, LLC*, No. 1:22CV322, 2023 WL 7634449, at *16 (M.D.N.C. Nov. 14, 2023)
- *Feierstein v. North Carolina Dep't of Env't & Nat. Res.*, 211 N.C. App. 194, 195-96, 712 S.E.2d 343, 344-45 (2011)
- *Pascoe v. Furniture Brand Int'l, Inc.*, No. 3:10CV193, 2011 WL 475003, at *3 (W.D.N.C. Feb. 4, 2011)

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