

**THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO**

Civil Action No. 1:25-cv-02393-SKC-CYC

CHARLES BOSICK,

Plaintiff,

v.

AMERICAN ECONOMY INSURANCE COMPANY,

Defendant.

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**SCHEDULING ORDER**

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**1. DATE OF CONFERENCE  
AND APPEARANCES OF COUNSEL AND PRO SE PARTIES**

A scheduling conference was set in this matter for October 8, 2025. As the parties substantially agreed to the terms of the scheduling order, the Court **VACATES** the Scheduling Conference. The Court, instead, enters this scheduling order with slight modifications from the Proposed Scheduling Order [ECF No. 19] made in sections 8, 9, and 10.

**2. STATEMENT OF JURISDICTION**

Jurisdiction is proper in federal court pursuant to 28 U.S.C. § 1332(a). Plaintiff is a citizen of Colorado, and the Defendant is incorporated under the laws of Indiana and maintains its principal place of business in Boston, Massachusetts. The amount in controversy exceeds \$75,000.

**3. STATEMENT OF CLAIMS AND DEFENSES**

**a. Plaintiff:**

This is a breach of contract case, brought by Mr. Bosick against his insurer, for Defendant's unreasonable failure to authorize payment of covered benefits after his home was damaged in a tornado that hit Highlands Ranch, Colorado. Mr. Bosick also brings claims for statutory unreasonable delay and denial and common law bad faith. Mr. Bosick's roof was damaged in a tornado in 2023. In the immediate aftermath of the storm, Mr. Bosick observed dislodged tiles on the ground surrounding his home. The damage to the roof caused interior leaks, compromised the roof's water-shedding capabilities, and the roof needs to be replaced. Mr. Bosick submitted an estimate from a roofer for \$79,844.71, and an estimate from a public adjuster for \$112,794.41. The initial adjuster who inspected the loss told Mr. Bosick that he agreed that the roof needed to be replaced. However, Defendant's initial estimate was for \$5,363.40, and includes removal and replacement of some of the roofing tiles, but not a full roof replacement. Defendant later adjusted its estimate to \$12,405.34, but still did not include a full roof replacement. Defendant has only paid actual cash value amounts based on its own estimates. Plaintiff has been prevented from performing repairs due to Defendant's unreasonable claims handling and thus seeks damages based on the replacement cost value of the damage to his home. Mr. Bosick brings this action in an attempt to recover the policy benefits to which he is entitled, plus associated statutory and common law damages.

**b. Defendant:**

American Economy Insurance Company ("AEIC") issued a homeowners insurance policy to Plaintiff, policy no. OY8276940, effective October 17, 2022, through October 17, 2023 (the "Policy"), insuring the residential property located at 2991 Clairton Dr., Highlands Ranch,

Colorado 80126-4560 (the “Property”), subject to certain terms, conditions, limitations and exclusions.

On July 6, 2023, Plaintiff reported a claim of damage to the Property that reportedly occurred on June 22, 2023. The reported claim was assigned Claim no. 054068100 (the “Claim”).

On July 12, 2023, AEIC conducted an initial inspection of the Property and observed some modest wind damage to the rear front valley, ridge cap and rake tiles on the roof. On the same day, AEIC prepared an estimate in the amount of \$5,363.40 RCV.

On October 10, 2023, AEIC confirmed receipt of a supplement request by Gorilla Roof on behalf of Plaintiff.

On October 25, 2023, AEIC prepared an estimate in the amount of \$12,405.34 RCV and sent an email to Gorilla Roof that provided, in part: “It was a pleasure speaking with you. As a reminder, I’ll be sending the estimate of \$12,405.34 up for approval. Per our conversation please send in the ITEL once you have it available. That process takes about 7-10 days. Once approved, you’ll get the revised estimate.”

A November 10, 2023 Tile Roofing Evaluation by ITEL identified the tile as Lifetile Smooth (17.00 x 12.375”) concrete tile and indicated that the tile was available from Custom Tile Roofing in Denver, Colorado. The ITEL Tile Roofing Evaluation was provided to Plaintiff on November 14, 2023, and AEIC emailed Plaintiff’s public adjuster noting that ITEL had previously advised that the roofing shingles were available at three locations local to Highlands Ranch.

On January 31, 2025, AEIC emailed Plaintiff's public adjuster noting, in part: "The largest reason for the discrepancy we reviewed was writing to replace the roof as a whole while the original adjuster at the time wrote an industry acceptable repair estimate for the concrete tiled roof. The matching endorsement may come into play if we are able to see in a photo a gross mismatch of material. We discussed that the matching endorsement would only potentially allow coverage up to an additional \$10,000.00."

On July 10, 2025, Plaintiff filed the pending action. On August 7, 2025, AEIC filed its Answer to Plaintiff's Complaint generally denying Plaintiff's claims and asserting its affirmative defenses, including that Plaintiff's claims may be barred by the terms and conditions of the Policy and are otherwise subject to all applicable terms, conditions, limitations and exclusions set forth in the Policy including, but not limited to, the Policy Exclusion (6)(a) for "wear and tear, marring, scratching deterioration" and Policy Exclusion 6(b) for "inherent defect, mechanical breakdown" set forth in HOM-7030/EP 11/19; the Personal Property Replacement Cost Endorsement, HOM-7301/EP 1/09; the Matching of Undamaged Siding, Roof Surfacing, and/or Windows Endorsement, HOM-7338/EP 11/19; the Loss Settlement provisions set forth in HOM-7030/EP 11/19, pp. 15-17, as modified by the Replacement Cost on Roof Surfacing for Windstorm or Hail Losses Endorsement, HOM-7336/EP 11/19; and the Policy Exclusion (18) for Planning, Construction or Maintenance set forth in HOM-7030/EP 11/19.

#### **4. UNDISPUTED FACTS**

The following facts are undisputed:

1. Plaintiff is the owner of the real property and improvements located at 2991 Clairton Dr., Highlands Ranch, Colorado 80126-4560.

2. American Economy Insurance Company issued a homeowners insurance policy to Plaintiff, policy no. OY8276940, effective October 17, 2022 through October 17, 2023 (the “Policy”), insuring the residential property located at 2991 Clairton Dr., Highlands Ranch, Colorado 80126-4560 (the “Property”), subject to certain terms, conditions, limitations and exclusions.

3. Plaintiff presented a claim to American Economy Insurance Company for damage to the Property that reportedly occurred as a result of a tornado on June 22, 2023.

4. Plaintiff’s reported claim was assigned claim no. 054068100.

## **5. COMPUTATION OF DAMAGES**

**Plaintiff’s Calculation:** For breach of contract, Plaintiff seeks the difference between its public adjuster’s estimate and Defendant’s actual cash value calculation, \$103,969.04. For Defendant’s unreasonable delay and denial of authorization of covered insurance benefits, Plaintiff seeks \$217,508.40, which is the difference between the replacement cost value of his public adjuster’s estimate and Defendant’s initial actual cash value calculation multiplied by two; plus attorneys’ fees and costs. Defendant intends to seek extracontractual damages associated with his common law breach of contract claim, including costs he incurred for the public adjuster, increased construction costs due to inflation, inconvenience damages, and such other and further non-economic damages as may be awarded by a jury.

**Defendant’s Calculation:** Defendant seeks an award of its costs, expenses, interest, expert witness fees, and such other further relief as this Court deems just and proper. In addition, Defendant reserves the right to seek its attorneys’ fees and costs pursuant to C.R.S. § 10-3-1116(a).

**6. REPORT OF PRECONFERENCE DISCOVERY AND  
MEETING UNDER FED. R. CIV. P. 26(f)**

- a. Date of Rule 26(f) meeting: **October 1, 2025.**
- b. Names of each participant and party he/she represented: Plaintiff was represented by Katherine E. Goodrich, Esq. Defendant was represented by Brian J. Spano, Esq.
- c. Statement as to when Rule 26(a)(1) disclosures were made or will be made: The parties will serve their 26(a)(1) initial disclosures on or before **October 8, 2025.**
- d. Proposed changes, if any, in timing or requirement of disclosures under Fed. R. Civ. P. 26(a)(1): None.
- e. Statement concerning any agreements to conduct informal discovery: There are no agreements to conduct informal discovery.
- f. Statement concerning any other agreements or procedures to reduce discovery and other litigation costs, including the use of a unified exhibit numbering system: The Parties agree to exchange discovery and exhibits electronically and to make efforts to use a unified exhibit numbering system.
- g. Statement as to whether the parties anticipate that their claims or defenses will involve extensive electronically stored information, or that a substantial amount of disclosure or discovery will involve information or records maintained in electronic form: The Parties do not anticipate that their claims or defenses will involve extensive electronically stored information, or that a substantial amount of disclosure or discovery will involve information or records maintained in electronic format.

**h.** Statement summarizing the parties' discussions regarding the possibilities for promptly settling or resolving the case: The Parties have discussed the possibility of settlement and will continue those discussions as discovery progresses.

## **7. CONSENT**

All parties **have not** consented to the exercise of jurisdiction of a magistrate judge.

## **8. DISCOVERY LIMITATIONS**

**a.** Modifications which any party proposes to the presumptive numbers of depositions or interrogatories contained in the Federal Rules: Each side may take up to four (4) fact-witness depositions, exclusive of experts. Each side may serve up to twenty (20) interrogatories, including discrete subparts.

**b.** Limitations which any party proposes on the length of depositions: Each deposition may last for one (1) day up to seven (7) hours. A corporate party who is deposed under Rule 30(b)(6) may be deposed only for up to seven hours, regardless of the number of representatives designated to testify on the corporation's behalf. The Parties anticipate they will use reasonable efforts to keep the depositions to the amount of time reasonably necessary to accomplish legitimate purposes of discovery.

**c.** Limitations which any party proposes on the number of requests for production and/or requests for admission: Each side may serve up to twenty (20) requests for production and twenty (20) requests for admission, excluding requests for admission solely for the authentication of documents.

**d.** Deadline for service of Interrogatories, Requests for Production of Documents and/or Admissions: **March 16, 2026.**

e. Other Planning or Discovery Orders: If a discovery dispute arises during an on-going deposition, the parties must jointly call Magistrate Judge Chung's chambers. For all other discovery disputes, the movant must email Chung\_Chambers@cod.uscourts.gov, copying all parties, with a brief description of the dispute and a request for a Discovery Conference. *See* D.C.COLO.MJ VI.

## 9. CASE PLAN AND SCHEDULE

a. Deadline for Joinder of Parties and Amendment of Pleadings: **October 31, 2025.**

b. Discovery Cut-off: **April 30, 2026.**

c. Dispositive Motion Deadline: **June 1, 2026.**

d. Rule 702 Deadline: Unless otherwise ordered, all motions filed under Federal Rule of Evidence 702 and any motion to strike an expert on the basis of discovery violations shall be filed no later than thirty (30) days after the deadline for disclosure of rebuttal witnesses.

e. Expert Witness Disclosure:

1. The parties shall identify anticipated fields of expert testimony, if any:

a. **Plaintiff**: Plaintiff anticipates endorsing experts in the fields of insurance claims handling and roof reconstruction.

b. **Defendant**: Defendant anticipates endorsing such experts as may be necessary to rebut the testimony of Plaintiff or any of his endorsed experts or lay witnesses.

2. Limitations which the parties propose on the use or number of expert witnesses: No more than two (2) expert witnesses per side and only



one (1) expert per side per subject matter area of expertise without leave of Court.

3. Expert Witness Disclosure:

- i. The parties shall designate all experts and provide opposing counsel and any pro se parties with all information specified in Fed. R. Civ. P. 26(a)(2) on or before **March 2, 2026**.
- ii. The parties shall designate all rebuttal experts and provide opposing counsel and any pro se party with all information specified in Fed. R. Civ. P. 26(a)(2) on or before **April 15, 2026**.

Notwithstanding the provisions of Fed. R. Civ. P. 26(a)(2)(B), no exception to the requirements of the Rule will be allowed by stipulation unless the stipulation is in writing and approved by the court. In addition to the requirements set forth in Rule 26(a)(2)(B)(I)-(vi), the expert's written report also must identify the principles and methods on which the expert relied in support of his/her opinions and describe opinions set forth in the written report.

e. Identification of Persons to Be Deposed:

**Plaintiff:**

Deponent	Anticipated Length of Deposition
Representative(s) of Defendant	4-6 hours
Andrew Bowman	4-6 hours

Michael Rinne	4-6 hours
Other individuals identified through discovery	TBD
Defendant's experts	Up to 4 hours each

**Defendant:**

<b>Deponent</b>	<b>Anticipated Length of Deposition</b>
Plaintiff Charles Bosick	4 hours
Representative(s) of Full Circle Public Adjusters	4-6 hours
Representative(s) of Gorilla Roofing	4-6 hours
Other individuals identified through discovery	4-6 hours
Plaintiff's experts	4 hours each

**f.**     **Deadline for Interrogatories:** All written interrogatories shall be served on or before 45 days prior to the discovery cut-off, or **March 16, 2026**.

**g.**     **Deadline for Requests for Production of Documents and/or Admissions:** All written interrogatories shall be served on or before 45 days prior to the discovery cut-off, or **March 16, 2026**.

## **10. DATES FOR FURTHER CONFERENCES**

**a.**     Status conferences will be held in this case at the following dates and times:

None at this time.

**b.** District Judge Crews presides over the Final Pretrial Conference which he combines with the Trial Preparation Conference. *See* Section D of District Judge Crews' Standing Order for Civil Cases. Judge Crews will set a conference date after the Dispositive Motion Deadline has passed and the Court has issued rulings on all such motions, or if no dispositive motions have been filed and the deadline is passed. The Parties' proposed Final Pretrial Order is due at least seven days before the combined Final Pretrial Conference/Trial Preparation Conference, and a Word version should also be emailed to Judge Crews' Chambers at crews\_chambers@cod.uscourts.gov.

## **11. OTHER SCHEDULING MATTERS**

**a.** Identify those discovery or scheduling issues, if any, on which counsel after a good faith effort, were unable to reach an agreement: None.

**b.** Anticipated length of trial and whether trial is to the court or jury:

The parties believe a 5-day jury trial will be necessary.

**c.** Identify pretrial proceedings, if any, that the parties believe may be more efficiently or economically conducted in the District Court's facilities at 212 N. Wahsatch Street, Colorado Springs, Colorado 80903-3476; Wayne Aspinall U.S. Courthouse/Federal Building, 402 Rood Avenue, Grand Junction, Colorado 81501-2520; or the U.S. Courthouse/Federal Building, 103 Sheppard Drive, Durango, Colorado 81303-3439: None.

## **12. NOTICE TO COUNSEL AND PRO SE PARTIES**

The parties filing motions for extension of time or continuances must comply with D.C.COLO.LCivR 6.1(c) by submitting proof that a copy of the motion has been served upon

the moving attorney's client, all attorneys of record, and all *pro se* parties. Counsel will be expected to be familiar and to comply with the Pretrial and Trial Procedures or Practice Standards established by the judicial officer presiding over the trial of this case.

With respect to discovery disputes, parties must comply with D.C.COLO.LCivR 7.1(a). Counsel and unrepresented parties are reminded that any change of contact information must be reported and filed with the Court pursuant to the applicable local rule.

### **13. AMENDMENTS TO SCHEDULING ORDER**

This Scheduling Order may only be amended upon a showing of good cause.

DATED at Denver, Colorado, this 3rd day of October, 2025.

BY THE COURT:

A handwritten signature in black ink, appearing to read 'Cyrus Y. Chung', written in a cursive style.

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Cyrus Y. Chung  
United States Magistrate Judge

APPROVED:

MOGO, LLC

*s/ Katherine E. Goodrich*

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