
2025SC680 (1 HOUR)

Petitioner:

T.L.P.,

v.

Respondent:

The People of the State of Colorado

In the Interest of Minor Child:

T.T.M.P.,

and Concerning:

B.M.L.T.

For the Petitioner:

Andrew A. Gargano
GARGANO LAW, LLC

**For the Respondent People of the
State of Colorado :**

Michael Valentine
Alison Bettenberg
ARAPAHOE THE COUNTY
ATTORNEY'S OFFICE

For Minor Child:

Sheena Knight
SR KNIGHT LAW, LLC

**For Amicus Curiae Office of the
Child's Representative:**

Anna N. Ulrich
Sheri Danz
OFFICE OF THE CHILD'S
REPRESENTATIVE

Certiorari to the Court of Appeals, 2025CA1769
Docketed: November 6, 2025
At Issue: April 24, 2026

ISSUE(S):

[REFRAMED] Whether the Court of Appeals erred in dismissing Father's appeal on the basis that it lacked jurisdiction.

2025SA265 (1 HOUR)

Plaintiff:

A.R. Wifley & Sons, Inc.,

v.

Defendant:

National Union Fire Insurance Company of Pittsburgh,
PA

For the Plaintiff:

Bradley A. Levin
Kerri J. Anderson
Robyn Levin
LEVIN SITCOFF PC

and

Nelson A. Waneka
WESTERN SLOPE LAW

For the Respondent:

Greta A. Matzen
Samuel B. Thornton
Michael A. Yanof
NICOLAIDES FINK THORPE MICHAELIDES
SULLIVAN LLP

and

Johnathan D. Hacker
O'MELVENY & MYERS LLP

**For Amicus Curiae Complex Insurance Claims
Litigation Association:**

Gregory K. Falls
DEISCH MARION & KLAUS, P.C.

Certified Question,U.S. District Court for the District of Colorado,1:23-cv-02198-NRN
Docketed: September 8, 2025
At Issue: March 26, 2026

ISSUE(S):

The court accepted the following certified question:

Where the “Insuring Agreement” and “Defense Provisions” language of an excess umbrella insurance policy includes the following:

With respect to any occurrence not covered by the underlying policies listed in the schedule of underlying insurance, or any other underlying insurance collectible by the insured, but covered by the terms and conditions of this policy the Company shall, in addition to the amount of ultimate net loss payable; . . . defend any suit against the insured seeking damages on account of personal injury

and the underlying insurer or insurers have become insolvent, is the excess umbrella carrier obligated to “step into the shoes” of the insolvent carrier by providing first-dollar indemnity and defense costs to the insured that otherwise would have been paid by the insolvent carrier?

2026SC165 (1 HOUR)

Petitioner:

Charles Crabtree,

v.

Respondents:

The People of the State of Colorado

For the Petitioner:

Britta Kruse
2ND CHAIR

and
Lindsey Parlin
PARLIN LAW PC.

For the Respondent:

Josiah Beamish
OFFICE OF THE ATTORNEY
GENERAL

Certiorari to the Court of Appeals, 2024CA1321

Docketed: March 21, 2025

At Issue: March 30, 2026

ISSUE(S):

Whether defendants must seek relief pursuant to Crim. P. 35(c)(1) during the pendency of their appeal.

If so, whether the district court has concurrent jurisdiction to rule on a Crim. P. 35(c)(1) motion during the pendency of the appeal.

Whether the court of appeals erred when it dismissed the petitioner's appeal on the basis that the trial court's order on appeal was entered without jurisdiction because the mandate had not issued.
