

26SA84 (40 MINUTES)

**In Re**

**Plaintiffs:**

SCP 3330 Brighton OPCO, LLC;  
SCP 3330 Brighton LLC; SCP 3350  
Brighton, LLC; and SCP 3330  
Brighton Garage, LLC;

**v.**

**Defendant:**

Mountain Cement Company, LLC.

**For the Plaintiffs:**

Christopher J. Neumann  
Stacy A. Carpenter  
H. Camille Papini-Chapla  
Nicholas D. Banelli  
Austin Evans  
GREENBERG TRAURIG, LLP

**For the Defendant:**

Theresa Wardon Benz  
Mark E. Champoux  
James R. Henderson  
Ixchel Parr-Culver  
Natalie C. Boldt  
DAVIS GRAHAM & STUBBS LLP

**For Amici Curiae Colorado  
Defense Lawyers Association  
and Colorado Civil Justice  
League:**

Kevin J. Kuhn  
Meghan Frei Berglind  
Kelsey A. Finkel  
WHEELER TRIGG O'DONNELL  
LLP

Original Proceeding, District Court, City and County of Denver, 2025CV030565  
Docketed: March 18, 2026  
At Issue: May 18, 2026

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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.

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2025SA265 (1 HOUR)

**Plaintiff:**

A.R. Wilfley & 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?

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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.

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