ADVANCE SHEET HEADNOTE
June 8, 2026

2026 CO 44

No. 26SA29, *Pinto v. USAA* — Insurance — Evidence — Scope of Discovery.

The supreme court holds that the trial court did not err in declining to extend *Schultz v. GEICO Cas. Co.*, 2018 CO 87, 429 P.3d 844, to breach of contract claims. The supreme court further holds that the trial court did not abuse its discretion in compelling the production of the plaintiff's medical records and insurance documents, and in ordering the plaintiff undergo an independent medical examination because these materials were relevant to establishing her claim for uninsured motorist benefits under her breach of contract claim.

The Supreme Court of the State of Colorado
2 East 14th Avenue • Denver, Colorado 80203

2026 CO 44

Supreme Court Case No. 26SA29
Original Proceeding Pursuant to C.A.R. 21
El Paso County District Court Case No. 24CV32208
Honorable Eric Bentley, Judge

In Re
Plaintiff:

Samantha Pinto,

v.

Defendant:

United Services Automobile Association.

Order Discharged
en banc
June 8, 2026

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JUSTICE BLANCO delivered the Opinion of the Court, in which **CHIEF JUSTICE MÁRQUEZ**, **JUSTICE BOATRIGHT**, **JUSTICE HOOD**, **JUSTICE GABRIEL**, **JUSTICE SAMOUR**, and **JUSTICE BERKENKOTTER** joined.

JUSTICE BLANCO delivered the Opinion of the Court.

¶1 This case involves a discovery dispute implicating *Schultz v. GEICO Cas. Co.*, 2018 CO 87, 429 P.3d 844. In *Schultz*, we held that when considering bad faith claims, a court's review of the insurer's decision is limited to the evidence that was before the insurer at the time it made its decision. ¶¶ 23–24, 429 P.3d at 848–49.

¶2 In this breach of contract case for uninsured motorist ("UM") benefits, Samantha Pinto argues that she should not be compelled to provide United Services Automobile Association ("USAA") with her unredacted medical records and insurance documents relating to a subsequent accident because these documents were unavailable to USAA when it made its coverage decision. She also argues that she should not be compelled to complete an independent medical examination ("IME") because any evidence it would produce was likewise unavailable to USAA at the time of its coverage decision.

¶3 We hold that *Schultz* does not extend to breach of contract claims. Therefore, we conclude that Pinto's medical records, insurance documents, and IME are relevant to establishing her entitlement to UM benefits in her contract claim. Accordingly, we conclude that the trial court did not abuse its discretion in compelling production of Pinto's medical records and insurance documents and ordering Pinto to complete an IME.

I. Facts and Procedural History

¶4 On December 20, 2020, Pinto's car was rear-ended by another vehicle. Pinto claimed that she suffered injuries from the accident, including neck pain, back pain, and a concussion. She also claimed that she suffered cognitive issues because of the concussion, including anxiety, stress, and nervousness; difficulty in communicating with others, handling stress, and multi-tasking; diminished short-term and long-term memory; and mood issues.

¶5 In 2020, Pinto was employed by USAA, and as a result of the accident, she sought lost wages and employment benefits resulting from the collision. USAA later terminated Pinto's employment, which she contends was due to her ongoing health issues. At the time of her termination, Pinto had worked for USAA for approximately nineteen years. Had she reached twenty years of service, she would have become eligible for a substantial increase in retirement benefits. As a result, she also claimed a significant amount of lost income. Her experts later evaluated her total lost income and lost benefits at $1,371,020.

¶6 Pinto received $500,000 from the other driver's insurance, which was the driver's full policy limit.

¶7 Pinto had a policy with USAA that included UM benefits. The policy had a coverage limit of $300,000 per person, per accident. Pinto filed a UM claim, contending that her calculated damages exceeded the driver's available insurance

coverage. USAA offered Pinto nothing for her claim, explaining that it valued the claim at approximately $144,000, an amount Pinto had already received from the other driver's insurance.

¶8 Pinto filed suit against USAA, asserting, among other things, a breach of contract claim for UM benefits under her policy with USAA. As part of discovery, USAA asked the trial court to compel Pinto to (1) produce unredacted medical records pertaining to her cognitive functioning; (2) produce documents regarding a separate insurance claim from an April 2022 accident, in which Pinto claimed similar injuries; and (3) fully cooperate with an IME. Pinto challenged USAA's discovery requests.

¶9 The trial court held a hearing to resolve the discovery dispute. At the hearing, the court concluded that *Schultz* did not apply to her claim for contractual damages under the UM policy. The court made several oral findings, including that the materials that USAA requested were all relevant to Pinto's UM claim and therefore discoverable. Pinto did not seek a protective order. USAA then submitted a proposed order that would direct Pinto to (1) produce unredacted medical records and bills, (2) produce all documentation related to the subsequent April 2022 accident, and (3) cooperate with the IME.

¶10 Pinto requested our review under C.A.R. 21, which we granted.[1]

II. Analysis

¶11 We begin by explaining the basis of our original jurisdiction in this case and then set forth the applicable standard of review. We next consider whether the

[1] The issues set forth in the petition are as follows:

1. Whether the [t]rial [c]ourt, despite the holding of this [c]ourt in *Schultz v. [GEICO] Casualty [Co.]*, [2018 CO 87,] 429 P.3d 844 . . ., abused its discretion when it compelled [p]etitioner to produce medical records unrelated to her injuries from the motor vehicle accident that [p]etitioner claimed as privileged and records that were not considered, requested, or used by [d]efendant to evaluate make [sic] its coverage decision to deny [p]etitioner's [UM] benefit.
2. Whether the [t]rial [c]ourt, despite the holding of this [c]ourt in *Schultz*, *supra*, abused its discretion when it compelled [p]etitioner to produce records, to include [sic] medical records, traffic accident reports, vehicle photos, property damage estimates, medical bills and correspondence with any insurance carrier, including demand packages with attachments, pertaining to a subsequent insurance claim for a subsequent motor vehicle accident and which were not evaluated by [d]efendant at the time it made its coverage decision to deny [p]etitioner's [UM] benefit.
3. Whether the [t]rial [c]ourt, despite the holding of this [c]ourt in *Schultz*, *supra*, and *Charlson v. Pribble*, 2026 WL 31984 (Colo. 2026), abused its discretion when it compelled [p]etitioner to attend a [n]europsychiatric IME to create new medical evidence when no IME was requested or completed by [d]efendant at the time it made its decision to deny [p]etitioner's [UM]benefit.
4. Whether the [t]rial [c]ourt abused its discretion by ordering [p]etitioner to attend and disclose in that [n]europsychiatric IME information that remains privileged.

trial court erred by declining to extend *Schultz* to breach of contract claims, and, if it did not, whether the court nonetheless abused its discretion by compelling the production of Pinto's medical records and insurance claim documents from a previous accident and ordering Pinto to undergo an IME.

A. C.A.R. 21 Jurisdiction

¶12 Our original jurisdiction under Rule 21 "is extraordinary in nature and is a matter wholly within [our] discretion." C.A.R. 21(a)(2). "Such relief will be granted only when no other adequate remedy is available . . . ." *Id.* "Specifically, jurisdiction is proper when 'an appellate remedy would be inadequate, a party may suffer irreparable harm, or a petition raises an issue of first impression that has significant public importance.'" *People v. Howell*, 2024 CO 42, ¶ 5, 550 P.3d 679, 682–83 (quoting *People v. Seymour*, 2023 CO 53, ¶ 16, 536 P.3d 1260, 1269).

¶13 This court has exercised its original jurisdiction to protect privacy interests that are implicated when, as here, an individual is ordered to disclose medical records or ordered to undergo a medical examination against their will. *E.g.*, *Schultz*, ¶ 13, 429 P.3d at 847. This is because a violation of an individual's privacy interests in their body and health cannot adequately be remedied on appeal. *Id.*; *Ortega v. Colo. Permanente Med. Grp., P.C.*, 265 P.3d 444, 447 (Colo. 2011).

B. Standard of Review

¶14 We review a district court's interpretation and application of our precedent de novo. *Phillips v. People*, 2026 CO 21, ¶ 24, 586 P.3d 1102, 1107.

¶15 We review discovery rulings, including orders compelling production of documents, for an abuse of discretion. *Garcia v. Centura Health Corp.*, 2025 CO 15, ¶ 24, 566 P.3d 999, 1006; *Hayes v. Dist. Ct.*, 854 P.2d 1240, 1243 (Colo. 1993). A trial court abuses its discretion if its decision is "manifestly arbitrary, unreasonable, or unfair." *Freedom Colo. Info., Inc. v. El Paso Cnty. Sheriff's Dep't*, 196 P.3d 892, 899 (Colo. 2008). "An appellate court will find such an abuse of discretion only where 'there is a showing that the findings and conclusions of the trial court are so manifestly against the weight of evidence as to compel a contrary result.'" *In re Weisbard*, 25 P.3d 24, 28 (Colo. 2001) (quoting *In re Application for Water Rts. of Hines Highlands Ltd. P'ship*, 929 P.2d 718, 728 (Colo. 1996)).

C. *Schultz* Does Not Extend to Breach of Contract Claims

¶16 Pinto argues that *Schultz* precludes USAA from seeking evidence that was unavailable at the time it made its coverage decision. *Schultz* holds that, in the context of bad faith claims, a court's review of the insurer's decision is limited to the materials that were before the insurer at the time it made that decision. ¶¶ 23–24, 429 P.3d at 848–49. But the rationale of *Schultz* is confined to bad faith claims in which the inquiry focuses on the reasonableness of the insurer's conduct.

Accordingly, *Schultz* does not extend to breach of contract claims that do not involve a reasonableness inquiry.

¶17 In *Schultz*, we addressed the scope of discovery for bad faith claims and their defenses. *Id.* at ¶¶ 1–2, 429 P.3d at 845–46. There, the plaintiff alleged that the insurer breached its duty of good faith and fair dealing and unreasonably delayed payment. *Id.* at ¶ 2, 429 P.3d at 845–46. The insurer had offered to pay the plaintiff's full policy limit before litigation began and without requesting that the plaintiff undergo an IME. *Id.* at ¶ 6, 429 P.3d at 846. After the plaintiff sued, the insurer denied liability, disputing the claimed injuries and requesting that the plaintiff undergo an IME to support its defenses. *Id.* at ¶¶ 7–8, 429 P.3d at 846.

¶18 To prevail on a bad faith claim, the insured "must establish that the insurer acted unreasonably and with knowledge of or reckless disregard for the fact that no reasonable basis existed for denying the claim." *Id.* at ¶ 15, 429 P.3d at 847 (quoting *Travelers Ins. Co. v. Savio*, 706 P.2d 1258, 1274 (Colo. 1985)). When assessing the reasonableness of an insurance company's decision to deny benefits, we must evaluate the decision "based on the information before the insurer at the time it made its decision." *Id.* at ¶ 22, 429 P.3d at 848. This is because "a bad faith claim requires an assessment of whether the insurer's coverage decision was unreasonable when it occurred, 'not whether later developments could have

vindicated the [i]nsurer's decision.'" *Id.* at ¶ 24, 429 P.3d at 849 (quoting *Fireman's Fund Ins. Cos. v. Alaskan Pride P'ship*, 106 F.3d 1465, 1470 (9th Cir. 1997)).

¶19 In *Schultz*, we concluded that the insurer could not use new evidence to retroactively justify its prior decision because (1) it did not show that the "newly developed medical evidence would be pertinent to the question of what [the insurer] knew when it made its coverage decision in this case" and (2) it did not explain "how the state of [the plaintiff's] medical condition today would be relevant to her medical condition over a year ago, when [the insurer] made its coverage decision." *Id.* at ¶¶ 3, 24, 25, 429 P.3d at 846, 849.

¶20 But *Schultz* does not extend to breach of contract claims because, unlike bad faith claims, the reasonableness of the insurer's conduct is not a consideration. Instead, the only consideration is whether the insured can establish an entitlement to the benefits under the policy. *See Salazar v. State Farm Mut. Auto. Ins. Co.*, 148 P.3d 278, 282 (Colo. App. 2006) (holding that a plaintiff must establish that the insurer refused to pay their claim and that the policy terms required payment to prove entitlement to UM benefits).

¶21 A division of the court of appeals recognized this principle in *Peiffer v. State Farm Mutual Automobile Insurance Co.*, 940 P.2d 967, 970–71 (Colo. App. 1996), *aff'd*, 955 P.2d 1008 (Colo. 1998). There, the division concluded that the insurer could present the testimony of a neuropsychologist who had examined the plaintiff's

medical and psychological records after the litigation had begun because the testimony was relevant to support its theory about the nature and extent of the plaintiff's injuries. *Id.* at 971.

¶22 Likewise, the United States District Court for the District of Colorado has held on numerous occasions that *Schultz* does not extend beyond bad faith claims. *E.g.*, *Fifer v. Travelers Prop. Cas. Co. of Am.*, No. 23-cv-00294-NYW-CYC, 2025 WL 2513472, at *5 (D. Colo. Sep. 2, 2025) ("[A]n insurer's failure to seek certain information during the adjustment of a claim does not necessarily form a bar to further discovery once litigation commences for breach of contract." (emphasis omitted) (quoting *Rowell v. Nw. Mut. Life Ins. Co.*, No. 21-cv-00098-PAB-NYW, 2021 WL 5072064, at *5 (D. Colo. Aug. 23, 2021))); *Ioerger v. State Farm Mut. Auto. Ins. Co.*, No. 1:22-cv-01807-REB-SP, 2023 WL 11756921, at *3–5 (D. Colo. June 30, 2023) (concluding that *Schultz* was inapplicable because the parties still disputed the "the nature and extent of injuries and damages," so the breach of contract claim remained in the case); *D'Antonio v. Am. Fam. Mut. Ins. Co., S.I.*, No. 21-cv-02363-PAB-NRN, 2022 WL 3681984, at *2 (D. Colo. Aug. 25, 2022) (concluding that "because defendant has not made its coverage decision—since plaintiff demands more benefits than have been paid—the *Schultz* rule that an insurer cannot retroactively justify its coverage decision is irrelevant and does not bar defendant from seeking an IME"); *Anchondo-Galaviz v. State Farm Mut. Auto. Ins. Co.*, No. 18-

cv-01322-JLK-NYW, 2019 WL 11868519, at *10 (D. Colo. July 19, 2019) (rejecting the proposition "that an insurer waives the right to pursue an independent medical examination in the context of litigation by failing to pursue a medical examination during the adjustment of a claim, when a plaintiff's physical condition remains at issue"); *see also Kovac v. Farmers Ins. Exch.*, 2017 COA 7M, ¶ 19, 401 P.3d 112, 115 ("Although we are not bound by decisions of federal courts applying Colorado law, we may look to federal decisions for guidance and follow the analysis that we find persuasive." (citation omitted)).

¶23 Accordingly, we hold that *Schultz* does not apply to breach of contract claims. The trial court thus did not err when it distinguished *Schultz* and determined that it did not preclude discovery concerning Pinto's medical condition as it relates to her contract claim for UM benefits.

D. The Trial Court Did Not Abuse Its Discretion in Compelling Production of Pinto's Medical Records and Insurance Claim Documents and Ordering Pinto to Complete an IME

¶24 We next consider whether the trial court abused its discretion by ordering Pinto to (1) produce her unredacted medical records and insurance claim information from the April 2022 accident and (2) undergo an IME, based on its finding that this evidence was relevant to the jury's determination of which injuries resulted from the accident. We address each in turn.

1. Unredacted Medical Records and Insurance Claim Documents

¶25 The trial court determined that Pinto's unredacted medical records were "clearly relevant to [Pinto's] claim of injury for this accident" and that the insurance claim documents from the April 2022 accident were "clearly directly relevant to the jury's determination of which injuries stem from the accident at issue in this case."

¶26 Evidence is relevant when it has the "tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence." CRE 401.

¶27 Pinto argues that the trial court abused its discretion when it compelled production of her unredacted medical records because these documents were not evaluated by USAA at the time it made its coverage decision. But, as previously explained, *Schultz* does not preclude an insurer from reviewing documents made after its coverage decision with respect to breach of contract claims. Because Pinto claimed she suffered cognitive impairment from the concussion she sustained in the accident, whether she had similar cognitive impairment before the accident is relevant to whether she may be entitled to UM coverage.[2]

[2] To the extent that Pinto wishes to maintain her privacy as it relates to her unredacted medical records, she may request a protective order.

¶28 Pinto further argues that her April 2022 accident and related claims she made to another insurer are not relevant to her claim for UM benefits arising from the December 2020 accident. But, as the trial court explained, Pinto's communication and demands to insurance carriers relating to her claims for damages with respect to the April 2022 accident are relevant to the jury's determination of which injuries stem from the December 2020 accident for her UM claim in this case.

¶29 Accordingly, we conclude that the trial court did not abuse its discretion in compelling these documents. We will next consider the trial court's decision to order Pinto to complete an IME.

2. IME

¶30 The trial court determined that because Pinto placed her mental health at issue by claiming she had suffered cognitive impairments resulting from the accident, "it [was] legitimate for [USAA] to inquire into whether there [were] other causes for [Pinto's] cognitive deficit other than the motor vehicle accident at issue." Consequently, it ordered Pinto to complete an IME.

¶31 C.R.C.P. 35(a) provides that a court may order, upon a showing of good cause, a mental examination of a party whose mental condition is in controversy. Determination of good cause is within a trial court's sound discretion. *People in Int. of A.W.R.*, 17 P.3d 192, 199 (Colo. App. 2000). Generic damage claims for

mental suffering are insufficient to place a litigant's mental condition "in controversy" for purposes of determining whether that litigant should be subject to a medical examination. *Tyler v. Dist. Ct.*, 561 P.2d 1260, 1262 (Colo. 1977).

¶32 Relying on *Charlson v. Pribble*, No. 25SA281, 2026 WL 31984 (Colo. Jan. 5, 2026) (unpublished order), Pinto argues that she did not place her mental health in controversy because her injuries included a concussion resulting in brain fog, poor comprehension, anxiety, stress, irritability, difficulty concentrating, and nervousness. *Id.* at *1 (citing *Tyler*, 561 P.2d at 1262–63) ("A plaintiff's general allegations of mental suffering, mental anguish, emotional distress and the like, do not place his mental condition in controversy under C.R.C.P. 35(a)."). But, as the trial court explained, Pinto placed her mental health at issue when she asserted that her cognitive impairments should be covered under the UM policy because those impairments directly relate to her mental health. As a result, USAA reasonably inquired whether causes other than the motor vehicle accident contributed to her alleged cognitive deficits. Accordingly, the trial court did not abuse its discretion in ordering Pinto to undergo an IME.

III. Conclusion

¶33 We hold that the trial court did not err in declining to extend *Schultz* to breach of contract claims. We also hold that the trial court did not abuse its discretion in compelling production of Pinto's medical records and insurance

documents, and in ordering Pinto to undergo an IME.[3] Accordingly, the order to show cause is discharged.

[3] USAA filed a motion to strike Exhibit 17 from Pinto's reply brief. Because our analysis does not rely on Exhibit 17, USAA's motion is denied as moot.