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**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA**

EFRAIN MUNOZ, *individually and on  
behalf of all others similarly situated,  
et al.*,

Plaintiffs,

v.

PHH MORTGAGE CORPORATION,  
*et al.*,

Defendants.

No. 1:08-cv-00759-MMB-BAM

**ORDER RESPECTING  
PLAINTIFFS' MOTION  
IN LIMINE #2**

15 Plaintiffs' second motion *in limine* (ECF 468, at 4–8) requests an order

16 to preclude Defendants from offering at trial any expert testimony  
17 on issues that were not previously included or otherwise disclosed  
18 in their expert's reports. Specifically, Defendants must be pre-  
19 cluded from offering expert testimony: (1) quantifying the value of  
20 the reinsurance services, i.e., risk transfer, or any other service  
21 purportedly provided by Atrium, for purposes of determining  
22 whether the amounts paid by the mortgage insurers to Atrium in  
23 connection with the CRAs were commensurate with that risk or (2)  
24 comparing the captive reinsurance agreements at issue with in-  
25 dustry standards or norms.

26 ECF 468, at 4 (“defined term” omitted). Plaintiffs' motion specifically refers to  
27 Dr. Timothy Riddiough and argues that he testified at his deposition that he  
28 was not asked to, and therefore did not, base his opinions on “price commen-  
29 surability.” *Id.* at 6.

30 Defendants respond that Dr. Riddiough has indeed “not offered a *quan-*  
31 *titative* opinion on the monetary value of the services provided by Atrium,”

1 ECF 479, at 2 (emphasis in original), and that they “have no present intention  
2 of asking him to offer such an opinion at trial,” *id.* But they argue that his  
3 expert report and deposition testimony do discuss “qualitative” opinions re-  
4 garding Atrium’s provision of valuable services and rebutting Plaintiffs’ ex-  
5 perts on the issue of price commensurability, *id.*, and they offer a bullet-point  
6 list of citations to his expert report’s disclosure of those opinions, *id.* at 3–4.  
7 Defendants also argue that Dr. Riddiough’s reports do compare the Atrium re-  
8 insurance agreements with industry standards or norms. *Id.*

9 On reply, Plaintiffs argue that (1) because Defendants concede that Dr.  
10 Riddiough has not offered a quantitative opinion and state that they have no  
11 intention of asking him to offer one at trial, the court should preclude him from  
12 so testifying, ECF 493, at 1–2; and (2) as to the issue of conformity with indus-  
13 try standards or norms, “Plaintiffs do not seek to preclude Dr. Riddiough from  
14 opinion on those issues to the extent they are within the scope of his report,”  
15 *id.* at 2, but they may object to any testimony that is “not specifically outlined  
16 in Dr. Riddiough’s report,” *id.* Plaintiffs’ reply does not address Defendants’  
17 argument about the “qualitative” opinions.

18 Because Defendants state they have no intention of asking Dr. Rid-  
19 diough to offer a quantitative opinion about the value of Atrium’s reinsurance  
20 services, there is no reason not to grant Plaintiffs’ motion as to that issue. Sim-  
21 ilarly, however, because Plaintiffs now say they do not seek to preclude Dr.

1 Riddiough from testifying on conformity with industry standards or norms to  
2 the extent those issues fall within the scope of his expert report, there is no  
3 reason to grant Plaintiffs’ motion as to that issue. Finally, because Plaintiffs’  
4 reply does not address Defendants’ citations to Dr. Riddiough’s expert report  
5 regarding “qualitative” opinions on price commensurability, the court con-  
6 cludes that Plaintiffs are conceding that those opinions were properly dis-  
7 closed. Accordingly, it is hereby

8           **ORDERED** that Plaintiffs’ motion *in limine* #2 is **GRANTED** only in-  
9 sofar as it relates to any potential testimony by Dr. Timothy Riddiough quan-  
10 tifying the value of reinsurance or other services Atrium may have provided in  
11 connection with the captive reinsurance agreements, the motion is **DENIED**  
12 insofar as it relates to Riddiough’s testimony about his “qualitative” opinions  
13 on the issue of price commensurability, and the motion is further **DENIED**  
14 insofar as it relates to Riddiough’s testimony comparing the captive reinsur-  
15 ance agreements at issue with industry standards or norms.

16 Dated: January 10, 2022

/s/ M. Miller Baker

M. Miller Baker, Judge<sup>1</sup>

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<sup>1</sup> Judge of the United States Court of International Trade, sitting by designation.