

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 12-cv-01553-REB-KLM

THE PHOENIX INSURANCE COMPANY, a Connecticut insurance company, and
ST. PAUL SURPLUS LINES INSURANCE COMPANY, a Minnesota insurance company,

Plaintiffs,

v.

TRINITY UNIVERSAL INSURANCE COMPANY OF KANSAS, a Kansas insurance
company,
TRINITY UNIVERSAL INSURANCE OF KANSAS, a Kansas insurance company,
TRINITY UNIVERSAL INSURANCE COMPANY, a Texas insurance company,
STATE FARM FIRE AND CASUALTY COMPANY, an Illinois insurance company, and
MOUNTAIN STATES MUTUAL CASUALTY COMPANY, a New Mexico insurance
company,

Defendants.

MINUTE ORDER

ENTERED BY MAGISTRATE JUDGE KRISTEN L. MIX

This matter is before the Court on **Plaintiffs' Motion to Strike Exhibit C to the Motion for Summary Judgment of Trinity Universal Insurance Company of Kansas, Trinity Universal of Kansas, and Trinity Universal Insurance Company and all Reference Thereto** [Docket No. 146; Filed July 25, 2013] (the "Motion"). The Motion does not comply with D.C.COLO.LCivR 7.1A, which provides as follows:

The Court will not consider any motion, other than a motion under Fed. R. Civ. P. 12 or 56, unless counsel for the moving party or a *pro se* party, before filing the motion, has conferred or made reasonable, good faith efforts to confer with opposing counsel or a *pro se* party to resolve the disputed matter. The moving party shall state in the motion, or in a certificate attached to the motion, the specific efforts to comply with this rule.

The Motion is subject to denial on this basis alone. Accordingly,

IT IS HEREBY **ORDERED** that the Motion [#146] is **DENIED without prejudice**.

Dated: July 26, 2013