

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Christine M. Arguello**

Civil Action No. 12-cv-03160-CMA-KMT

IRONSTONE CONDOMINIUMS ASSOCIATION AT STROH RANCH OWNERS
ASSOCIATION, INC., a/k/a IRONSTONE CONDOMINIUM ASSOCIATION AT
STROH RANCH, a non-profit Colorado corporation,

Plaintiff,

v.

PEERLESS INDEMNITY INSURANCE COMPANY, an Illinois corporation,

Defendant.

**ORDER DENYING DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT
AND PLAINTIFF'S CROSS-MOTION FOR PARTIAL SUMMARY JUDGMENT**

This matter is before the Court on Defendant's Motion for Partial Summary Judgment (Third and Fourth Claims for Relief) (Doc. # 106) and Plaintiff's Motion for Partial Summary Judgment (Doc. # 111).

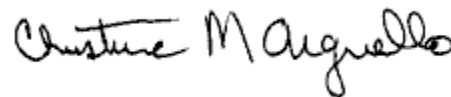
Upon review of the parties' extensive briefing and the evidence referenced therein, the Court determines that genuine issues of material fact preclude the Court from granting summary judgment in favor of Defendant on each of Plaintiff's third and fourth claims (*i.e.*, alleged violations of C.R.S. §§ 10-3-1115 & 1116, and common-law bad faith, respectively). "What constitutes reasonableness under the circumstances is ordinarily a question of fact for the jury," *Vaccaro v. Am. Family Ins. Grp.*, 2012 COA 9, ¶ 42, and Plaintiff has submitted sufficient evidence for summary judgment purposes to

dispute whether Defendant acted reasonably (1) in its investigation and resolution of Plaintiff's claims, and (2) in making its non-renewal decision. See *Baker v. Allied Prop. & Cas. Ins. Co.*, 939 F. Supp. 2d 1091, 1106-12 (D. Colo. 2013) (citing *Vaccaro v. Am. Family Ins. Grp.*, 2012 COA 9, ¶ 48) (denying summary judgment on C.R.S. §§ 10-3-1116 and common-law bad faith claims because "a genuine dispute of material fact exists over whether the insurers' handling of [a plaintiff's claim] constitutes bad faith or an unreasonable delay"); *Rabin v. Fid. Nat'l Prop. & Cas. Ins. Co.*, 863 F. Supp. 2d 1107, 1112-14 (D. Colo. 2012) (same). Similarly, genuine issues of material fact preclude the Court from granting summary judgment in favor of Plaintiff on Plaintiff's breach of contract claims.

Accordingly, the Court ORDERS that Defendant's Motion for Partial Summary Judgment (Third and Fourth Claims for Relief) (Doc. # 106) and Plaintiff's Motion for Partial Summary Judgment (Doc. # 111) are DENIED.

DATED: December 3, 2014

BY THE COURT



CHRISTINE M. ARGUELLO
United States District Judge