

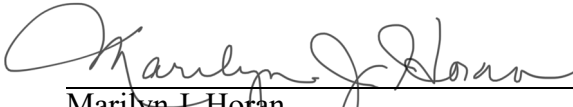
the “low bar” of being relevant, because it presented no facts for the jury to decide. *Id.* at *2–3 (noting *Noone* failed to explain how an underinsured motorist policy “would be helpful to the jury or to what disputed issue in the case the information related”). *Lucca* further stated that the same evidence “may very well serve to prejudice [defendant] by giving the jury an anchor number that has no bearing on [plaintiff’s] damages.” *Id.* *Schmerling* agreed with the reasoning in *Lucca* and concluded that evidence of the underinsured motorist policy is both irrelevant and unfairly prejudicial.

This Court concurs with both *Schmerling* and *Lucca*. The UIM policy limits and premiums are irrelevant to the sole issue for the jury to resolve: the extent and value of Stewart’s damages. The underinsured motorist policy limit and/or the premiums do not assist the jury in making these determinations. In this UIM case, Stewart does not have the burden of establishing GEICO’s contractual duties. In addition, the relevance of this evidence is substantially outweighed by the danger of unfair prejudice in that the policy limit gives the jury an “anchor number” that does not reflect the actual damages as presented at trial. *See Lucca*, 2016 WL 3632717, at *3.

Accordingly, GEICO’s Motion in Limine is granted. Plaintiff is precluded from introducing any evidence or testimony concerning the amount of the applicable UIM limits or the premiums paid for those limits.

DATED: October 11, 2020

BY THE COURT:



Marilyn J. Horan
United States District Judge