

United States Court of Appeals
for the Fifth Circuit

No. 25-60442

United States Court of Appeals
Fifth Circuit

FILED

October 16, 2026

Thomas B. Plunkett, III
Clerk

DUSTIN CAIN; AMANDA CAIN,

Plaintiffs—Appellants,

versus

STATE FARM FIRE AND CASUALTY COMPANY,

Defendant—Appellee.

Appeal from the United States District Court
for the Southern District of Mississippi
USDC No. 3:24-CV-328

Before JONES, SOUTHWICK, and DUNCAN, *Circuit Judges*.

PER CURIAM:*

Dustin and Amanda Cain (the “Cains”) sued State Farm for underpaying a homeowners’ insurance claim after a tree fell on their home. The district court struck the Cains’ expert reports because they were jointly authored by their designated expert and another person without delineating what opinions and analysis were the expert’s. The court then granted State

* This opinion is not designated for publication. *See* 5TH CIR. R. 47.5.

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Farm summary judgment because, without the expert reports, no admissible evidence established the Cains' damages. The Cains appeal. We AFFIRM.

I

On August 27, 2022, a tree fell on the Cains' home. They were insured under a State Farm homeowners' policy. After an inspection, State Farm attributed only a puncture in the roof to the tree's impact. It determined, however, that other damage to the Cain's home was caused by "long term thermal contraction and expansion, deferred maintenance, and long-term settlement," which were not covered by the policy. Later that year, State Farm paid the Cains \$10,042.90 under the policy.

The Cains obtained an engineer's report and a contractor's estimate purporting to show that the fallen tree had caused damages to their home, swimming pool, and concrete in the much higher amount of \$95,896.07. In response, State Farm reviewed its prior inspection, made a second inspection, revised its estimate, and paid the Cains an additional \$3,130.08, while nonetheless maintaining its position that the tree had damaged only the Cains' roof.

On June 6, 2024, the Cains sued State Farm, claiming damages of \$134,994.54 for breach of the insurance contract, breach of good faith and fair dealing, consequential damages, attorney's fees, court costs, and interest. An August 23, 2024 scheduling order set the Cains' expert designation deadline at December 6, 2024, the discovery deadline at March 4, 2025, and the dispositive motion deadline at March 18, 2025.

On December 6, 2024, the Cains designated a single expert, Sean Fee of Forensic Building Science ("FBS"). They submitted Fee's expert report which was co-authored by Sean Fee and Jim Irmiter, also of FBS. The report stated that both men "contributed to, reviewed, and concur with the content

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of this evaluation.” The report made repair recommendations but was silent as to repair costs.

On March 4, 2025, the day of the discovery deadline, the Cains, without seeking leave of court, supplemented their expert disclosures with an estimate, also coauthored by Fee and Irmiter, claiming \$149,325.66 in repair costs. On March 18, State Farm moved to strike Fee’s testimony and for summary judgment, arguing that it could not distinguish Fee’s opinions from Irmiter’s and that Fee could not offer expert testimony on Irmiter’s opinions. It also moved to strike the March FBS estimate as untimely and for summary judgment on the ground that without Fee’s report and testimony, the Cains could not prove causation or damages.

In their opposition to these motions, the Cains asked for the first time that the March 4 estimate be accepted late, stating that their counsel had developed a medical condition requiring surgeries and treatment between December 2024 and March 2025.

On July 24, 2025, the district court granted State Farm’s motion to strike. The court held that because it could not be determined who was responsible for the opinions in the FBS report and estimate, and because Fee could not testify as to Irmiter’s opinions, neither State Farm nor the court could test the reliability of the report’s data or Fee’s methods. Because the Cains now had no admissible evidence of causation or damages, the court granted summary judgment for State Farm and dismissed the Cains’ suit with prejudice.

On August 4, the Cains filed a Motion to Alter or Amend the Order and Judgment, Motion for Reconsideration, Motion for Time to Designate Experts, and Motion for Dismissal Without Prejudice. They filed a notice of appeal on August 15. On October 14, the district court denied their post-judgment motions, finding no change in controlling law, no newly discovered

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evidence, and no showing that the order and final judgment included manifest errors of law or fact. On October 24, the Cains amended their notice of appeal to include the October 14 order.

II

We review a district court's exclusion of expert testimony for abuse of discretion. *Williams v. Manitowoc Cranes, L.L.C.*, 898 F.3d 607, 615 (5th Cir. 2018). The district court is afforded "wide latitude" and exercises "broad discretion" in determining the admissibility of expert testimony, and its ruling will not be disturbed unless "manifestly erroneous." *Ibid* (citations omitted). "Manifestly erroneous" refers to a "plain and indisputable" error that "amounts to a complete disregard of the controlling law." *Guy v. Crown Equip. Corp.*, 394 F.3d 320, 325 (5th Cir. 2004) (citations omitted). Further, even if an evidentiary ruling constitutes an abuse of discretion, reversal is warranted only if the error affected a party's substantial rights. *Bocanegra v. Vicmar Servs., Inc.*, 320 F.3d 581, 584 (5th Cir. 2003).

We review summary judgments *de novo*, applying the same standards as the district court. *Newsome v. Int'l Paper Co.*, 123 F.4th 754, 761 (5th Cir. 2024); FED. R. CIV. P. 56(a). Finally, we review the denial of a Rule 59(e) motion to alter or amend a judgment for abuse of discretion. *Def. Distributed v. United States Dep't of State*, 947 F.3d 870, 872 (5th Cir. 2020).

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III

A

The Cains first argue¹ that the district court’s striking Fee’s proposed expert testimony was based on a mistaken view of the law of expert evidence. They assert that the December report and the March estimate were “jointly authored” and that both Fee and Irmiter “contributed to, reviewed, and concur[red] with the content,” thereby “provid[ing] the same unified opinion.” In support of this argument, the Cains cite various non-binding decisions that, they claim, permit jointly authored expert reports.² We disagree.

Under the Federal Rules of Evidence, a witness seeking to provide expert testimony must submit a written report containing “a complete statement of all the opinions *the witness* will express and the basis and reasons for them.” FED. R. CIV. P. 26(a)(2)(B)(i) (emphasis added). To be sure, an expert may rely on facts or data from others in forming an opinion, but the opinion must be his own. FED. R. EVID. 703; *see Factory Mut. Ins. Co. v. Alon USA L.P.*, 705 F.3d 518, 523–24, 525 n.5 (5th Cir. 2013) (explaining that

¹ The Cains also argue that State Farm improperly challenged the expert disclosure under the district court’s local rules. But they did not raise this objection below and have therefore forfeited it. *Rollins v. Home Depot USA*, 8 F.4th 393, 397 (5th Cir. 2021).

² *See Attala Steel Indus., LLC v. Travelers Indem. Co. of Am.*, No. 4:24-CV-53-SA-JMV, 2025 WL 2834974, at *1–*4 (N.D. Miss. Oct. 6, 2025) *Cooper v. Meritor, Inc.*, No. 4:16-CV-52-DMB-JMV, 2019 WL 545187, at *2, (N.D. Miss. Feb. 11, 2019); *Panetti v. Stephens*, 727 F.3d 398, 401 (5th Cir. 2013); *Palmer v. Sun Coast Contracting Servs., Inc.*, No. 1:15CV34-HSO-JCG, 2017 WL 3081668, at *3, *6 (S.D. Miss. July 19, 2017); *Abramson v. Fla. Gas Transmission Co.*, 908 F. Supp. 1376, 1381 (E.D. La. 1995); *Merrill Lynch, Pierce, Fenner & Smith, P.C. v. Greystone Servicing Corp., Inc.*, No. 3:06-CV-0575-P, 2010 WL 11530924, at *4–*5 (N.D. Tex. Jan. 5, 2010); *Dale K. Barker Co., P.C. v. Valley Plaza*, 541 F. App’x 810, 815-16 (10th Cir. 2013); *In re: Syngenta AG Mir 162 Corn Litig.*, No. 14-MD-2591-JWL, 2016 WL 4593477, at *2 (D. Kan. Sept. 2, 2016).

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experts may base opinions on inadmissible evidence but cannot become the “mouthpiece” of another).

At most, the Cains’ cited authorities stand for the proposition that multiple designated expert witnesses may sometimes jointly prepare a single report. But these cases also teach that joint reports must clearly delineate the opinions attributable to each expert. *See, e.g., Merrill Lynch, Pierce, Fenner & Smith, P.C. v. Greystone Servicing Corp., Inc.*, No. 3:06-CV-0575-P, 2010 WL 11530924, at *4 (N.D. Tex. Jan. 5, 2010) (excluding expert report because it did not delineate “what testimony each individual witness will express”).³ Here, the proposed reports failed to delineate which opinions were Fee’s and which were Irmiter’s. And, on top of that, only Fee was designated as an expert, not Irmiter.

Accordingly, we cannot agree with the Cains’ argument that Fee and Irmiter each “us[ed] the same basis and reasons [to come] to the same conclusions” in the report. To the contrary, as the district court found, the record establishes at most that Fee and Irmiter both “contributed to, reviewed, and concur[red] with the content” of the reports. So, even setting aside that Irmiter was not a designated expert, the district court did not abuse its discretion in finding that the proposed reports failed to make clear what

³ *See also Palmer v. Sun Coast Contracting Servs., Inc.*, No. 1:15CV34-HSO-JCG, 2017 WL 3081668, at *6 (S.D. Miss. July 19, 2017) (denying motion to strike where deposition testimony established delineation of labor between experts in joint report); *Cooper v. Meritor, Inc.*, No. 4:16-CV-52-DMB-JMV, 2019 WL 545187, at *7 (N.D. Miss. Feb. 11, 2019) (“A joint report is properly considered as a report produced by each of its authors, with the scope of the report limited to the work actually performed by each expert.”); *Dale K. Barker Co., P.C. v. Valley Plaza*, 541 F. App’x 810, 816 (10th Cir. 2013) (“Perhaps the practice [of joint expert reports] could prove problematic [if] it isn’t clear whether both experts adhere to all of the opinions in the report and they do not delineate which opinions belong to which expert.”).

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work Fee performed, what opinions he held, and what were the basis and reasons for those opinions.⁴

Finally, the Cains argue that any problems with Fee's testimony go only to its weight. We disagree. Before expert testimony may be subjected to the adversarial process, it must first be admissible. *United States v. 14.38 Acres of Land, More or Less Situated in Leflore Cnty., State of Miss.*, 80 F.3d 1074, 1078 (5th Cir. 1996) (explaining that the tools of "the adversary system ... 'are the traditional and appropriate means of attacking shaky *but admissible* evidence'") (quoting *Daubert v. Merrell Dow Pharms., Inc.*, 509 U.S. 579, 596 (1993)) (emphasis added). Here, the admissibility of the proposed expert reports was the issue, not their weight.

In sum, the district court did not abuse its discretion in striking the proposed reports on the ground that they failed to delineate which opinions and analysis were attributable to Fee, the sole designated expert.⁵

B

The Cains next argue that, even after their expert reports were struck, summary judgment was inappropriate. We again disagree.

⁴ The Cains contend that the district court erred by relying on *Hebbler v. State Farm Fire & Cas. Co.*, No. 1:23-CV-247-HSO-BWR, 2024 WL 5161857, at *6 (S.D. Miss. Dec. 18, 2024). In that case, they argue, the expert report was prepared by "unknown individuals" whose name the designated expert would not reveal, whereas here the report identified Irmiter by name. *Id.* at *6. We disagree. The report in *Hebbler* was struck because the expert did not undertake his own analysis and "blindly rel[ied] on the opinions of others." *Id.* (citation omitted). The situation here is analogous. Fee's report was struck because it failed to provide any basis for distinguishing Fee's opinions and analysis from Irmiter's.

⁵ Accordingly, we need not address whether the district court properly examined the factors bearing on whether the March report should be excluded as untimely. *See Geiserman v. MacDonald*, 893 F.2d 787, 790 (5th Cir. 1990). We also need not address whether Fee's proposed testimony was reliable under *Daubert*.

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As to their insurance claims, the Cains concede that without the FBS estimate and Fee's testimony, they "cannot prove the damages being sought in their case." They are correct to do so. Expert testimony is required to prove causation where, as here, the plaintiff's claim turns on details of property damage that require specialized knowledge in construction or repairs.⁶ Without the expert testimony, Cains had no admissible evidence of what caused the damage to their home.

The Cains contend, however, that they have also raised "extra-contractual" claims that do not fall along with their property damage claims, including claims for delaying payment, punitive damages, and "actual cash value." We disagree. Under Mississippi law, a bad-faith insurance claim requires an underlying breach of contract. *See Essinger v. Liberty Mut. Fire Ins. Co.*, 529 F.3d 264, 272–74 (5th Cir. 2008) ("There never was a denial of a claim or failure to honor an obligation as required to make a jury issue of bad faith."); *Johnson*, 747 F. Supp. 3d at 949 ("Because the Johnsons' breach of contract claim fails, [their] bad faith claim necessarily fails.") (citations and quotation marks omitted). Accordingly, the district court correctly granted summary judgment dismissing all of the Cains' claims after it struck their proposed expert testimony and report.⁷

⁶ *See, e.g., Johnson v. Travelers Pers. Ins. Co.*, 747 F. Supp. 3d 941, 949 (S.D. Miss. 2024), *aff'd*, No. 24-60609, 2025 WL 958260 (5th Cir. Mar. 31, 2025) (plaintiff's "failure to present any admissible expert testimony on what caused the damage to their home require[d] summary judgment on their breach of contract claim"); *see also Jackson v. State Farm Fire & Cas. Co.*, No. 1:23-CV-24-HSO-BWR, 2024 WL 1183670, at *7 (S.D. Miss. Mar. 19, 2024) (collecting cases).

⁷ The Cains also argue that the district court abused its discretion in denying their post-judgment motions. But they fail to explain how their motion identified any "manifest errors of law or fact" or "newly discovered evidence" bearing on the exclusion of their expert report. *Templet v. HydroChem Inc.*, 367 F.3d 473, 479 (5th Cir. 2004).

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IV

The district court's judgment is AFFIRMED.