

2025 WL 289490

Only the Westlaw citation is currently available.
United States Court of Appeals, Eleventh Circuit.

MARCUS ALLEN, M.D., Plaintiff-Appellant,

v.

FIRST UNUM LIFE INSURANCE COMPANY,
PROVIDENT LIFE AND CASUALTY INSURANCE
COMPANY, UNUM GROUP, Defendants-Appellees.

No. 23-11039

|

Filed: 01/24/2025

Appeal from the United States District Court for the Middle
District of Florida

Before [Rosenbaum](#), [Lagoa](#), and [Wilson](#), Circuit Judges.

Opinion

PER CURIAM:

The court has considered all Plaintiff-Appellant Dr. Marcus
Allen's arguments, including that:

- I. The district court erred in denying Allen's summary
judgment motion on his breach of contract claim related
to the individual disability income insurance policies;

- II. The district court abused its discretion when at trial
it (1) admitted eye examination evidence from before
Allen's termination of benefits, (2) admitted evidence of
Allen's intent to step away from his job, (3) excluded the
decision of the Social Security Administration, and (4)
admitted testimony and evidence from Dr. DiLoreto as
a lay opinion witness;

- III. The district court erred when it denied Allen's motions
for judgment as a matter of law on his claim under the
individual disability income insurance policies; and

- IV. The district court erred when it granted First Unum
Life Insurance Company and Unum Group's motion
for summary judgment on Allen's bifurcated Employee
Retirement Income Security Act claim under [29 U.S.C.
§ 1132\(a\)\(1\)\(B\)](#).

After review of the record and the briefs, and with the benefit
of oral argument, we find no reversible error and, therefore,
affirm.

AFFIRMED.

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