

[DO NOT PUBLISH]

In the  
United States Court of Appeals  
For the Eleventh Circuit

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No. 23-11039

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MARCUS ALLEN,  
M.D.,

Plaintiff-Appellant,

*versus*

FIRST UNUM LIFE INSURANCE COMPANY,  
PROVIDENT LIFE AND CASUALTY INSURANCE COMPANY,  
UNUM GROUP,

Defendants-Appellees.

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

D.C. Docket No. 2:18-cv-00069-JES-KCD

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Before ROSENBAUM, LAGOA, and WILSON, Circuit Judges.

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

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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.**