

Defendant I.G. Burton (“IGB”) moves to exclude the expert report proffered by Plaintiff Mustapher Gyimah (“Gyimah”) and for summary judgment on Gyimah’s negligent-repair claim.

Gyimah’s claim depends on two technical propositions: (1) that IGB’s replacement of the brake booster on his 2012 Mercedes-Benz GL450 (the “Vehicle”) also required replacement of the master-cylinder seal; and (2) that IGB’s failure to replace that seal caused the Vehicle’s brakes to lose power immediately before an October 2023 collision. A three-page report (the “Report”) prepared by Gyimah’s designated expert, Olusina Olukunle (“Olukunle”), is Gyimah’s only expert evidence supporting those propositions. Gyimah’s proposed substitute expert, Teddy Robinson (“Robinson”), would adopt that same report without conducting a new inspection, testing, or independent analysis.

Even if the Court assumes—despite substantial concerns in both respects—that Olukunle and Robinson possess sufficient qualifications and that the opinions expressed in the Report fit the disputed issues, the Report nevertheless fails Delaware Rule of Evidence (“DRE”) 702’s independent reliability requirements. It identifies possible ways in which work on a brake booster might affect an aging master-cylinder seal, but it does not identify a reliable method by which the expert determined that any such mechanism occurred in this case. The Report also provides no reliable basis for its asserted standard of care, does not explain how the expert applied his generalized experience to this Vehicle, and does not meaningfully address material facts bearing on causation.

Gyimah therefore has failed to establish the Report’s admissibility by a preponderance of the evidence. Given that expert testimony is required to establish the applicable standard of care and causation in this action, exclusion of the Report leaves Gyimah unable to prove essential elements of his claim.

Accordingly, Defendant's Motion to Exclude Expert Designation and Report and for Summary Judgment is **GRANTED**. Because Robinson would merely adopt the excluded Report and this action cannot proceed without admissible expert testimony, Gyimah's Motion for Leave to Substitute Expert Witness is **DENIED AS MOOT**.

FACTUAL AND PROCEDURAL BACKGROUND¹

On August 25, 2023, Gyimah brought his Vehicle to IGB's Milford, Delaware facility for recall-related replacement of the Vehicle's brake booster and airbag.² Gyimah retrieved the Vehicle on August 28, 2023, and alleges that he immediately began experiencing brake problems driving the Vehicle following the replacements.³ According to Gyimah, he reported those problems to IGB's service manager, who told him that the newly installed brake booster would adjust automatically and instructed him to return the Vehicle if the problems persisted.⁴

Gyimah continued driving the Vehicle despite the alleged braking problems.⁵ The record reflects that Gyimah drove the Vehicle approximately 1,399 miles between retrieving it and the subsequent collision, including taking it to Pep Boys without having its brakes inspected or repaired.⁶

On October 2, 2023, Gyimah was driving toward IGB's Milford facility when he entered an intersection against a red light and collided with another vehicle.⁷

¹ Citations in the form of "D.I. ____" refer to docket items.

² Am. Compl. ¶ 1 (D.I. 22); Answer to Am. Compl. ¶ 1 (D.I. 33).

³ Am. Compl. ¶ 3 (D.I. 22).

⁴ *Id.* at ¶ 4.

⁵ *Id.* at ¶ 6.

⁶ Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. ¶ 4 and Ex. A 10–11 (D.I. 80).

⁷ Am. Compl. ¶¶ 7–8 (D.I. 22); Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. Ex. B (D.I. 80).

Gyimah alleges that he fully depressed the brake pedal while approaching the intersection, but the Vehicle failed to stop.⁸

On October 11, 2023, Gyimah returned the Vehicle to IGB's facility.⁹ IGB's repair invoice recorded the Vehicle's mileage as 61,381 and stated that a road test confirmed a loss of power braking after acceleration.¹⁰ A smoke test revealed a leak behind the master cylinder, and, after removing the master cylinder, IGB found that its seal had failed.¹¹ IGB replaced the seal, performed another smoke test that revealed no further leakage, and road-tested the Vehicle before determining that its brakes were operating normally.¹² IGB did not charge Gyimah for the work.¹³

Gyimah alleges that replacing the brake booster in August required IGB to detach and reposition the master cylinder.¹⁴ He contends that IGB negligently damaged or misaligned the master-cylinder seal while performing that work and that the resulting seal failure caused the October 2 collision.¹⁵ IGB denies that its work caused the seal to fail or otherwise caused the collision.¹⁶

Gyimah commenced this action *pro se* on December 23, 2024.¹⁷ On April 17, 2025, IGB moved to dismiss the Complaint, or, alternatively, for a more definite statement.¹⁸ The Court denied dismissal but granted IGB's request for a more definite statement and directed Gyimah to file an amended complaint.¹⁹ Gyimah filed his Amended Complaint on July 14, 2025, asserting negligence and seeking

⁸ Am. Compl. ¶ 7 (D.I. 22).

⁹ *Id.* at ¶ 9; Answer to Am. Compl. ¶ 9 (D.I. 33).

¹⁰ Am. Compl. Ex. D–E at 1 (D.I. 27).

¹¹ *Id.*

¹² *Id.*

¹³ *Id.* at 1–2.

¹⁴ Am. Compl. ¶¶ 15, 17 (D.I. 22).

¹⁵ *Id.* at ¶ 17.

¹⁶ Answer to Am. Compl. 12 (D.I. 33).

¹⁷ D.I. 1.

¹⁸ D.I. 12.

¹⁹ D.I. 19.

compensation for personal injury, property damage, and lost time.²⁰ IGB answered on July 17, 2025.²¹

During an October 7, 2025 scheduling conference, the Court advised Gyimah that establishing his negligent-repair claim would require expert testimony from someone with technical automotive expertise.²² On March 5, 2026, the Court extended Gyimah's expert-discovery deadline by thirty-five days, through May 1, 2026, and advised that no further extensions would be granted.²³

On April 28, 2026, Gyimah timely designated Olukunle as his expert and produced the Report.²⁴ In the Report, Olukunle identified himself as an automobile mechanic with twelve years of experience working on various makes and models, including European vehicles.²⁵ However, because the Vehicle had been partially repaired after the collision, Olukunle did not inspect, test, or review photographs of the Vehicle, instead basing his opinions on IGB's October 11, 2023 repair invoice.²⁶ Olukunle opined that replacing the brake booster required removing the master cylinder, that the resulting disturbance of the master-cylinder seal would cause it to fail, and that IGB should have replaced the seal while performing the recall work.²⁷ Olukunle ultimately concluded that IGB's failure to replace the seal and test-drive the Vehicle caused the brake failure and resulting collision.²⁸

²⁰ Am. Compl. ¶¶ 17–18 (D.I. 22).

²¹ D.I. 33.

²² D.I. 40; Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. ¶ 6 and Ex. D at 12:18–13:3 (D.I. 80).

²³ D.I. 52.

²⁴ D.I. 54; Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. Ex. E at 1–3 (D.I. 80).

²⁵ Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. Ex. E at 1 (D.I. 80).

²⁶ *Id.*

²⁷ *Id.* at 1–3.

²⁸ *Id.* at 3.

On May 13, 2026, Gyimah moved to substitute Teddy Robinson (“Robinson”) for Olukunle as expert witness after learning that Olukunle had left the country and was unavailable.²⁹ Gyimah represented that Robinson would rely on and adopt the Report.³⁰ IGB opposed substitution, contending that replacing the witness would not cure the deficiencies of the Report.³¹

On June 30, 2026, IGB filed the instant Motion to Exclude Expert Designation and Report and for Summary Judgment.³² IGB argues that expert testimony is necessary to establish both the applicable standard of care and a causal connection between its August 2023 work and the collision.³³ According to IGB, the Report is unreliable because it relies on a single repair invoice, identifies no testing or methodology, fails to account for material facts bearing on causation, and offers unsupported legal conclusions concerning negligence.³⁴ IGB therefore contends that Gyimah lacks admissible evidence sufficient to establish negligence at trial and that summary judgment is thus warranted.³⁵

Gyimah filed his opposition on July 6, 2026, arguing that Olukunle and Robinson are qualified through their training and practical experience, that their opinions employ accepted principles, and that disagreements concerning those opinions affect their weight rather than their admissibility.³⁶ Gyimah maintains that the proposed expert testimony creates genuine disputes of material fact concerning

²⁹ Mot. for Leave to Substitute Expert Witness 1 (D.I. 56).

³⁰ *Id.* at 2.

³¹ *See* D.I. 63, 70.

³² D.I. 80.

³³ Def.’s Mot. to Exclude Expert Designation and Rep. and for Summ. J. ¶¶ 1, 18 (D.I. 80).

³⁴ *Id.* at ¶¶ 2, 9–16.

³⁵ *Id.* at ¶¶ 16–19.

³⁶ Pl.’s Opp. to Def.’s Mot. to Exclude Expert Test. and Rep. for Summ. J. 1–2 (D.I. 82).

causation and liability.³⁷ The Court heard oral argument on July 23, 2026, and took the matter under advisement.³⁸

The proposed substitution would not alter the substance or supporting analysis of the Report because Robinson would merely adopt Olukunle's existing opinions.³⁹ Thus, the Court need not assess the designation of one expert over the other. Instead, the Court assesses the dispositive issue: whether the opinions contained in the Report are admissible under DRE 702.

STANDARD OF REVIEW

I. Summary Judgment

Summary judgment is appropriate if, when viewing the facts in the light most favorable to the non-moving party, "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law."⁴⁰ The movant bears the initial burden of showing that there are no genuine issues of material fact.⁴¹ If the movant meets its burden, the non-movant must show that there is a "genuine issue for trial."⁴² To determine whether a genuine issue exists, the Court construes the facts in the light most favorable to the non-movant.⁴³ In establishing a genuine issue, the non-moving party

³⁷ *Id.* at 1.

³⁸ D.I. 88.

³⁹ See Mot. for Leave to Substitute Expert Witness 2 (D.I. 56).

⁴⁰ Del. Super. Ct. Civ. R. 56(c); *Moore v. Sizemore*, 405 A.2d 679, 680 (Del. 1979).

⁴¹ *Moore*, 405 A.2d at 680 (citing *Ebersole v. Lowengrub*, 180 A.2d 467, 470 (Del. 1962)).

⁴² Del. Super. Ct. Civ. R. 56(e); see also *Brzoska v. Olson*, 668 A.2d 1355, 1364 (Del. 1995) ("If the facts permit reasonable persons to draw from them but one inference, the question is ripe for summary judgment.").

⁴³ *Judah v. Del. Tr. Co.*, 378 A.2d 624, 632 (Del. 1977) (citation omitted).

must identify specific facts establishing a genuine issue for trial and may not rely solely on allegations, denials, or speculation.⁴⁴

The Court will not grant summary judgment if “it seems desirable to inquire thoroughly into [the facts] to clarify the application of the law to the circumstances.”⁴⁵ If the Court finds that no genuine issues of material fact exist, and the moving party has demonstrated its entitlement to judgment as a matter of law, summary judgment is appropriate.⁴⁶

II. Admissibility of Expert Testimony

DRE 702 provides: “[a] witness who is qualified as an expert by knowledge, skill, experience, training, or education may testify in the form of an opinion or otherwise if:

- (a) the expert’s scientific, technical, or other specialized knowledge will help the trier of fact to understand the evidence or to determine a fact in issue;
- (b) the testimony is based on sufficient facts or data;
- (c) the testimony is the product of reliable principles and methods; and
- (d) the expert has reliably applied the principles and methods to the facts of the case.”

Federal Rule of Evidence (“FRE”) 702, nearly identical to DRE 702, was explored by the United States Supreme Court in *Daubert v. Merrell Dow Pharmaceuticals*.⁴⁷ Delaware has adopted the interpretation of Rule 702 articulated

⁴⁴ See *Brzoska*, 668 A.2d at 1364; *Currie v. Dentsply Intern., Inc.*, 2011 WL 664912, at *8 (Del. Super. Jan. 4, 2011).

⁴⁵ *Ebersole*, 180 A.2d at 468–69 (citation omitted).

⁴⁶ *Brooke v. Elihu-Evans*, 1996 WL 659491, at *2 (Del. Aug. 23, 1996) (citing *Oliver B. Cannon & Sons, Inc. v. Dorr-Oliver, Inc.*, 312 A.2d 322 (Del. Super. 1973)); see also *Jeffries v. Kent Cnty. Vocational Tech. Sch. Dist. Bd. of Educ.*, 743 A.2d 675, 677 (Del. Super. 1999) (“However, a matter should be disposed of by summary judgment whenever an issue of law is involved and a trial is unnecessary.”) (citing *State ex rel. Mitchell v. Wolcott*, 83 A.2d 759, 761 (Del. 1951)).

⁴⁷ 509 U.S. 579 (1993).

in *Daubert*.⁴⁸ Delaware courts may therefore look to federal caselaw and commentary in interpreting a trial court's gatekeeping function regarding expert testimony.⁴⁹

Under *Daubert*, "[i]n order for expert testimony to be admissible, the trial judge must act as gatekeeper and determine that the evidence is both (1) reliable and (2) relevant."⁵⁰ Federal courts within the Third Circuit have further explained that Rule 702's requirements embody "three distinct substantive restrictions on the admission of expert testimony: qualifications, reliability, and fit."⁵¹ To determine reliability under *Daubert*, a trial court may consider a non-exhaustive list of factors, including:

- (1) whether the expert opinion testimony "can be (and has been) tested";
- (2) whether it "has been subjected to peer review and publication";
- (3) its "known or potential rate of error"; and
- (4) whether it has attracted widespread acceptance within the scientific community.⁵²

The inquiry is flexible and focuses solely on principles and methodology, not the conclusions they generate.⁵³

An opinion derived from practical experience may be admissible, but the expert must explain how that experience produced the opinion and how it was

⁴⁸ See *In re Zantac (Ranitidine) Litig.*, 342 A.3d 1131, 1143–44 (Del. 2025).

⁴⁹ *Id.*

⁵⁰ *Id.* at 1144 (citing *Tumlinson v. Advanced Micro Devices, Inc.*, 106 A.3d 983, 990 (Del. 2013) (citing *Daubert*, 509 U.S. at 597)).

⁵¹ *Withrow v. Spears*, 967 F. Supp. 2d 982, 991 (D. Del. 2013) (citing *Elcock v. Kmart Corp.*, 233 F.3d 734, 741 (3d Cir. 2000), *In re Paoli R.R. Yard PCB Litig.*, 35 F.3d 717, 741–43 (3d Cir. 1994), and *B. Braun Melsungen AG v. Terumo Med. Corp.*, 749 F. Supp. 2d 210, 222 (D. Del. 2010)).

⁵² *Zantac*, 342 A.3d at 1144 (citing *Daubert*, 509 U.S. at 580, 593–94).

⁵³ *Id.*

reliably applied to the facts at issue.⁵⁴ An expert's credentials do not permit the Court to accept an unexplained conclusion based principally on the expert's say-so.⁵⁵ Rather, an expert's failure to explain the basis for an inference essential to the opinion warrants exclusion.⁵⁶

The proponent bears the burden of establishing each requirement for admissibility by a preponderance of the evidence.⁵⁷ Questions concerning whether an expert relied on sufficient facts and applied a reliable methodology are questions of admissibility, not merely weight.⁵⁸ Unless that threshold is met, the opinion does not reach the jury.⁵⁹

DISCUSSION

I. Expert Testimony is Required to Establish Breach and Causation

To prevail on his negligence claim, Gyimah must prove that IGB owed him a duty of care, breached that duty, and thereby proximately caused his alleged injuries and damages.⁶⁰ Although lay testimony may establish observable facts, expert testimony is required when the applicable standard of care or causal relationship involves technical matters beyond an ordinary juror's knowledge.⁶¹

In *Rice v. Rice*, the Superior Court considered a similar negligent-repair claim alleging that improperly performed brake work caused a later automobile collision.⁶² The Court determined that expert testimony was needed to establish whether the

⁵⁴ See *Oddi v. Ford Motor Co.*, 234 F.3d 136, 156–59 (3d Cir. 2000).

⁵⁵ See *id.* at 158–59; *Gen. Elec. Co. v. Joiner*, 522 U.S. 136, 146 (1997).

⁵⁶ *Gen. Motors Corp. v. Grenier*, 981 A.2d 524, 530 n.14 (Del. 2009).

⁵⁷ *Bowen v. E.I. DuPont de Nemours & Co.*, 906 A.2d 787, 795 (Del. 2006); *Zantac*, 342 A.3d at 1144, 1151.

⁵⁸ *Zantac*, 342 A.3d at 1149–51.

⁵⁹ See *id.* at 1151.

⁶⁰ *Tolliver v. Musser*, 2026 WL 226606, at *2 (Del. Super. Jan. 28, 2026); *Price v. E.I. DuPont de Nemours & Co.*, 26 A.3d 162, 166 (Del. 2011).

⁶¹ See, e.g., *Fortune v. Archer*, 2026 WL 458717, at *4 (Del. Super. Feb. 13, 2026) (citing *Riad v. Brandywine Valley SPCA, Inc.*, 319 A.3d 878, 889 (Del. 2024)).

⁶² 2020 WL 4908096, at *1–2 (Del. Super. Aug. 20, 2020).

repair facility's employee breached the applicable standard of care and whether that breach caused the accident.⁶³

The technical questions presented here likewise exceed the ordinary knowledge of a lay factfinder. Whether replacing a brake booster on this model of vehicle required replacement of the master-cylinder seal, whether IGB performed that work improperly, and whether the August repair caused a seal failure and collision after approximately 1,399 miles of driving requires specialized automotive knowledge. A lay juror could understand Gyimah's description of the braking symptoms he experienced and the October invoice's notation that the seal had failed, but those facts alone do not establish the relevant standard governing IGB's August repair or the mechanical cause of the later failure.

From this, and as discussed *infra*, it is clear that Gyimah must present admissible expert testimony on both breach and causation to provide sufficient evidence to survive summary judgment.

II. Gyimah Has Not Established the Report's Reliability

The record raises substantial questions concerning the proposed experts' qualifications and whether those opinions would assist the factfinder, but the Court need not resolve those questions. Even assuming that either Olukunle or Robinson is qualified and that the Report sufficiently addresses issues relevant to Gyimah's claim, Gyimah must independently establish that each opinion rests on sufficient facts, results from reliable principles and methods, and reflects a reliable application of those methods to this case.⁶⁴ Gyimah has failed to do so.

⁶³ *Id.* at *3–4.

⁶⁴ *See* D.R.E. 702(b)–(d); *Zantac*, 342 A.3d at 1143–44.

A. The Report does not provide a reliable basis for its asserted standard of care.

The Report states that Olukunle has twelve years of experience as an automobile mechanic and has worked on different makes and models of European vehicles.⁶⁵ Based on that experience, the Report asserts that the master-cylinder seal must be replaced whenever a brake booster is replaced and that IGB acted negligently by failing to replace it.⁶⁶

The Report, however, does not identify any manufacturer instructions, recalls, service manuals, industry standards, technical publications, generally accepted practices, statutes, regulations, or other authority supporting that asserted categorical requirement. It does not explain whether the asserted practice applies specifically to a 2012 Mercedes-Benz GL450, to the particular recall procedure IGB performed, or to the condition and mileage of this Vehicle. Nor does it explain how Olukunle's prior experience led him to the conclusion that replacement of the seal was required in every such repair.

Experience may furnish a reliable foundation when the expert explains how that experience supports the opinion and how the expert applied it to the case.⁶⁷ However, an expert's qualifications and experience do not themselves establish the reliability of an unexplained conclusion regarding the relevant standard of care.⁶⁸ Given that the Report supplies no discernible basis for the inference that competent performance of this brake-booster replacement required contemporaneous

⁶⁵ Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. Ex. E at 1 (D.I. 80).

⁶⁶ *Id.* at 2–3.

⁶⁷ *Allen v. Am. Capital Ltd.*, 287 F. Supp. 3d 763, 787 (D. Ariz. 2017).

⁶⁸ See, e.g., *United States v. Varela*, 2022 WL 1517452, at *10 (D. Ariz. May 13, 2022), *report and recommendation adopted*, 2022 WL 4494777 (D. Ariz. Sept. 28, 2022).

replacement of the master-cylinder seal, the opinion concerning the standard of care amounts to little more than a conclusory assertion.

B. The Report does not reliably connect IGB's work to the collision.

The Report identifies several possible mechanisms through which work on a brake booster might affect an aging master-cylinder seal. It states that removing and reinstalling the master cylinder can place mechanical stress on an aging seal, that improper reassembly can damage a seal, and that bleeding the brake system can move an older seal into a worn portion of the cylinder.⁶⁹

Those generalized possibilities do not establish what actually occurred. The Report does not identify which mechanism allegedly occurred, what evidence demonstrates that it occurred, or what diagnostic or analytical process the expert used to select that mechanism as the cause of the seal's failure. Instead, the Report merely states that it is based on the repair invoice, speculates as to what occurred during IGB's servicing of the Vehicle, and concludes that IGB's negligent work caused both the seal failure and the ensuing collision.⁷⁰

The Report concedes that the Vehicle had already been repaired and that Olukunle could not perform a current diagnosis.⁷¹ Indeed, a physical inspection is not invariably required, particularly where other reliable evidence and methods are available.⁷² Here, however, the Report identifies no substitute investigation: it reflects no testing, review of photographs or physical evidence, witness interviews,

⁶⁹ Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. Ex. E at 2–3 (D.I. 80).

⁷⁰ *Id.* at 1–3.

⁷¹ *Id.* at 1.

⁷² See *Haverford Square Properties, LLC v. Trisura Specialty Ins. Co.*, 2026 WL 184263, at *3 (E.D. Pa. Jan. 23, 2026) (citing *Campmor, Inc. v. Brulant, LLC*, 2013 WL 1750009, at *3 (D.N.J. Apr. 23, 2013) (“Neither *Daubert* nor *Kumho* requires physical examination where informed and reasonable inferences can be made from photographic evidence and the reliable testimony of others.”) (internal quotations and citations omitted)).

accident reconstruction, measurements, calculations, comparison with an exemplar vehicle, or any other case-specific analysis.

The Report also does not meaningfully account for facts that bear on the reliability of its causal inference. It does not address Gyimah's operation of the Vehicle for approximately 1,399 miles after the repair, the intervening visit to Pep Boys without a brake inspection or repair, the condition of the Vehicle immediately before the collision, or the circumstances of the collision itself.⁷³ Although the Report faults IGB for allegedly failing to test-drive the Vehicle following the initial repair, it does not address evidence showing an increase in the Vehicle's odometer from 59,980 to 59,986 miles between when Gyimah delivered the Vehicle to IGB and when IGB returned it.⁷⁴

The Court does not hold that an expert must eliminate every conceivable alternative cause before offering an opinion, but an expert must employ some reliable process for connecting the available facts to the particular causal conclusion offered.⁷⁵ An expert's failure to consider obvious competing facts may demonstrate that the method was not reliably applied.⁷⁶ The Report supplies neither a reliable process of connecting facts to causation, nor considers obvious, competing facts.

The reasoning in *Oddi* is instructive. There, the Third Circuit affirmed the exclusion of a qualified engineer who relied principally on his training and experience but performed no testing or calculations, did not adequately consider an alternative design, and identified no methodology beyond his intuition.⁷⁷ The court

⁷³ See Def.'s Mot. to Exclude Expert Designation and Rep. and for Summ. J. ¶¶ 4–5, 13 and Ex. A–C (D.I. 80).

⁷⁴ *Id.* at ¶¶ 7, 14 and Ex. A, F–G.

⁷⁵ See *Heredia-Caines v. Lehigh Valley Hosp., Inc.*, 2022 WL 267592, at *2 (E.D. Pa. Jan. 28, 2022) (citing *Heller v. Shaw Indus.*, 167 F.3d 146, 156 (3d Cir. 1999)).

⁷⁶ *FinancialApps, LLC v. Envestnet, Inc.*, 2023 WL 4936007, at *2 n.3 (D. Del. July 28, 2023) (citing *Barber v. United Airlines, Inc.*, 17 F. App'x 433, 437 (7th Cir. 2001)).

⁷⁷ *Oddi*, 234 F.3d at 156–59.

held that the resulting *ipse dixit*, or unsupported say-so, did not withstand *Daubert* scrutiny and affirmed summary judgment because expert testimony was necessary to prove the alleged automotive defect and causation.⁷⁸

Likewise, *Willis v. Besam Automated Entrance Systems, Inc.*, excluded an opinion from an engineer where the expert relied on discovery materials but conducted no independent investigation, performed no testing, did not inspect the subject mechanism, and did not adequately address other potential causes.⁷⁹ The court concluded that the expert used little, if any, methodology beyond his intuition and that the gap between the reviewed materials and the causal conclusion was too great.⁸⁰ A similar deficiency in *Johnson v. SJP Management, LLC*, warranted exclusion of an otherwise qualified elevator expert whose proposed “deductive reasoning” was not supported by testing, observations, or a reliable connection to the evidence of the case.⁸¹

The Report here contains the same essential defect. It describes mechanically *possible* events but provides no reliable method for establishing the occurrence of any one of those events. In other words, the Report explains how IGB’s repair *could* have damaged the seal but fails to reliably explain *how* the repair damaged the seal. The analytical gap between the limited information reviewed and the case-specific opinions offered is too great for the Court to allow admission under DRE 702.

C. The deficiencies of the Report concern admissibility, not weight.

Gyimah argues that challenges to the experts’ reasoning concern the weight of their testimony and should be resolved through cross-examination.⁸² That argument would have force if the Report were first admissible and the parties

⁷⁸ *Id.* at 158–60.

⁷⁹ 2005 WL 2902494, at *5–8 (E.D. Pa. Nov. 3, 2005).

⁸⁰ *Id.* at *6–8.

⁸¹ 2009 WL 367539, at *9–13 (E.D. Pa. Feb. 12, 2009).

⁸² Pl.’s Opp. to Def.’s Mot. to Exclude Expert Test. and Rep. for Summ. J. 1–2 (D.I. 82).

subsequently disputed the persuasiveness of the Report. However, because the Report fails at the admissibility stage due to insufficient reliability, any argument that the Court should evaluate its weight rather than its admissibility also fails.

The Delaware Supreme Court has expressly rejected treating challenges to the sufficiency of an expert's factual basis or the reliability of the expert's application as matters categorically reserved for the jury.⁸³ A trial court does not fulfill its gatekeeping role if it sends an opinion to the jury without first determining that the proponent established the opinion's reliability by a preponderance of the evidence.⁸⁴ While cross-examination may test a reliably derived opinion, it cannot supply the method and application missing from the expert's work.⁸⁵

Gyimah therefore has not carried his burden under DRE 702. The Report and any testimony adopting its opinions must be excluded as unreliable. Because reliability independently requires exclusion, the Court need not decide alternative challenges concerning Rule 26, qualifications, fit, or the Report's use of legal conclusions.

III. Without the Report, Gyimah Cannot Establish a Triable Negligence Claim

IGB has demonstrated that, once the Report is excluded, Gyimah lacks admissible expert evidence establishing the applicable standard of care, breach, or causation.⁸⁶ The burden therefore shifts to Gyimah to identify other admissible evidence sufficient to create a genuine issue for trial on those essential elements.⁸⁷

⁸³ See *Zantac*, 342 A.3d at 1150–51.

⁸⁴ *Id.*

⁸⁵ *Alford v. NFL Player Disability & Survivor Benefit Plan*, 2025 WL 3274428, at *18 (D. Md. Nov. 24, 2025) (citing *In re Blackjewel L.L.C.*, 643 B.R. 128, 140 (Bankr. S.D.W.Va. 2022) (“The failure to connect [an expert’s] opinions to any methodology is not something that can be rehabilitated by cross examination at trial.”)).

⁸⁶ See Def.’s Mot. to Exclude Expert Designation and Rep. and for Summ. J. ¶ 18 (D.I. 80).

⁸⁷ See Del. Super. Ct. Civ. R. 56(e).

Viewed in the light most favorable to Gyimah, the remaining record supports findings that he reported braking difficulties after IGB's servicing the Vehicle in August, that he later experienced an alleged brake failure, and that IGB discovered a failed master-cylinder seal when the Vehicle was returned in October.⁸⁸ Those facts may establish a temporal sequence and the later existence of a problem with the braking system. Those facts *do not* establish the technical standard governing IGB's August repair, demonstrate that IGB departed from that standard, or reliably identify IGB's work as the cause of the seal failure and collision.

Given that those matters require expert testimony, Gyimah's lay observations, the repair invoices, and the temporal relationship between the repair and the collision cannot independently carry his burden of proof. Gyimah consequently cannot establish the essential elements of his negligence claim, and no genuine issue of material fact remains for trial.

CONCLUSION

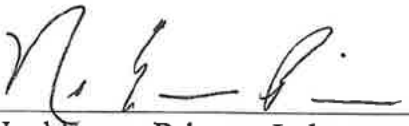
Even if the Court assumes that Gyimah's proposed experts are qualified and that the Report's opinions fit the issues presented, Gyimah has not established by a preponderance of the evidence that those opinions are based on sufficient facts or data, are the product of reliable principles and methods, or result from a reliable application of any such method to this case. The Report and any testimony adopting its opinions are therefore excluded under DRE 702.

Without admissible expert testimony, Gyimah cannot establish the applicable standard of care, breach, or causation. Accordingly, IGB's Motion to Exclude Expert Designation and Report and for Summary Judgment is **GRANTED**. Because Robinson would adopt the same excluded Report, and because summary judgment

⁸⁸ See Am. Compl. ¶¶ 1–11 (D.I. 22).

disposes of the action, Gyimah's Motion for Leave to Substitute Expert Witness is
DENIED AS MOOT.

IT IS SO ORDERED.



Noel Eason Primos, Judge

NEP:tls

Via File & ServeXpress

oc: Prothonotary

cc: Counsel of Record