

From: Daniel L. Cobble
3401 Lesway Ct., #12
Louisville, KY 40220
502-499-5249 | Posted at www.prose-litigants.org

February 13, 2012

- Page 1 of 1 -

- To:**
- Sheriff Pat Melton, Franklin County, Kentucky
 - Sheriff John Aubrey, Jefferson County, Kentucky
 - Sheriff Jim Buckles, St. Louis County, Missouri
 - Kentucky State Police (See Enumeration #3, Page 3)
 - Governor Steve Beshear

**RE: Whistleblower Case, Insurance Fraud is Likely
Statewide; Please Correct to Protect Public**

Dear Law Enforcement & Gov. Beshear,

Please accept the enclosed 9-page **Criminal Complaint** w/ 7-page **Affidavit** and **6 evidentiary Attachments** that confirms comprehensive insurance fraud, and conspiracy to commit fraud. Insurance Commissioner Sharon Clark and officers of the Louisville Transportation Co. are involved in injuring the public at-large. - On **Jan. 31, 2012**, I was bogusly jailed in an attempt to cover-up this scam (explained in the Complaint).

It is very likely that Commissioner Clark has similar unlawful arrangements with companies throughout the state. Hence, please take the necessary steps to correct this situation to protect the public. - *Thank you!*

Daniel Cobble

 2-13-2012

Sheriff Pat Melton
Franklin County Sheriff's Office
669 Chamberlin Ave.
Frankfort, KY 40601

Sheriff John Aubrey
Jefferson County Sheriff Office
531 Court Place, #604
Louisville, KY 40202.

Sheriff Jim Buckles
Office of St. Louis Co. Sheriff
7900 Carondelet Ave.
Clayton, MO 63105

Kentucky State Police Headquarters
919 Versailles Rd.
Frankfort, KY 40601

Gov. Steve Beshear
700 Capitol Ave.
Office of the Governor
Frankfort, KY 40601

Enclosures

Cc: Cobble, EE, ED, JB, prose-litigants.org,
Facebook, Public distribution

CRIMINAL COMPLAINT for Prosecution

w/ One Affidavit, 6 Evidentiary ATTACHMENTS – Listed on Page 9

Submitted by Certified Mail – See Page 9

To: Sheriff Pat Melton, Franklin County, Kentucky

To: Sheriff John Aubrey, Jefferson County, Kentucky

To: Sheriff Jim Buckles, St. Louis County, Missouri

(See Enumeration #3, Page 3)

To: Kentucky State Police (See Enumeration #3, Page 3)

To: Governor Steve Beshear (See Page 7)

Filed by: Daniel L. Cobble
3401 Lesway Ct., #12
Louisville, KY 40220
502-499-5249 | Posted at www.prose-litigants.org

February 13, 2012

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Offenses:

- Systemic Insurance Fraud upon the Public,
- Comprehensive violations of self-insurance Chapter 304,
- Public cover-up,
- Complicity to fraud, *Source of Subject matter:* **CASE 11-ci-002752**
- Conspiracy to commit fraud, Jefferson Co. Circuit Court
- Extortion of filing fees (refusal to adjudicate cases),
- Violations of oaths-of-office.

PERPETRATORS

Their Occupations

- Sharon P. Clark ----- KY Insurance Commissioner (Frankfort) **See Page 7**
- Irv Maze ----- Judge (Jefferson Co. Circuit Court)
- Elizabeth Leftwich ---- Claims Adjuster, Louisville Transporta. Co. (**LTC**)
- Jonathan Dyar ----- Attorney for Middleton Reutlinger (Louisville)

- **First Criminal Issue:** Commissioner Clark is allowing the Louisville Transportation Co. to operate without being self-insured, but while LTC deceives the public that it is self-insured. **Purpose:** To avoid maintaining costs of surety bonds on its many vehicles.

- **Second Criminal Issue:** To avoid bad faith liability, LTC **misrepresents** to accident victims, "You cannot sue us, because we are **not persons** [under KRS 304.12-230]." Unreasonable settlements are then forced upon victims. – **But a company cannot hold self-insurance licensing**; only group members representing a company can be certified as a liability self-insured group.
- **Third Criminal Issue:** In retaliation to this whistle-blowing, Cobble was jailed on a fraudulent indictment the next day after reporting this insurance fraud to Judge Irv Maze.
- **Fourth Criminal Issue:** LTC is a public nuisance, having at least 16 accident-victim cases pending in court.

FACT-SPECIFIC SUMMARY OF EVENTS

1. On **Jan. 26, 2012**, Daniel Cobble (hereafter Cobble) filed a written *Response* pleading in Jefferson County Circuit Court, sub-titled *INTERLOCK [INDUSTRIES] IS COMMITTING INSURANCE FRAUD*, for vehicular accident case **11-ci-002752**. Presided by Judge Irv Maze. As **ATTACHMENT #1** see Cobble's 6-page *Response* pleading, attached, hereto.
2. That *Response* explains how the Louisville Transportation Co. (as LTC) is systematically committing insurance fraud upon the public by falsely claiming and implying it is legally self-insured. As **ATTACHMENT #2** see Pages 2 & 4 of Attorney Jonathan Dyar's **Jan. 20, 2012 Memorandum for Motion for Summary Judgment** (hereafter as *Memorandum*) for Defendant Interlock Industries (hereafter as Interlock). **As only one example of several statements**, therein, Dyar so states on Page 1 in the first paragraph, "*LTC operates as a self-insured entity.*" ^{1, 2}

¹ Interlock is the managing subsidiary of LTC, as previously understood by press releases.

3. **LTC owns** Cardinal Cab Co., Yellow Cab Co., Yellow Ambulance, Care Ambulance, and Gateway Ambulance (in St. Louis, Missouri). Gateway Ambulance in Missouri may also be under the auspice of this fraud.
4. However, on **Monday Jan. 30, 2012**, at *Motion Hour*, Cobble reiterated his 1-26-2012 *Response* to Judge Maze, that Defendant Interlock Industries was violating the law, that it could be held liable for acting in bad faith. The *Response* explains in detail how LTC falsely implies itself as legally self-insured to accident victims. But in fact, LTC has not been self-insured.
5. Then suddenly, the next day on **Jan. 31, 2012**, Cobble was arrested in Jefferson County, and falsely charged with filing two illegal liens. Any indictment, here, was improperly acquired from a grand jury, since Cobble has already requested jury trials to validate these liens he has pending in court (Case 11-ci-005650). As **ATTACHMENT #3** see the 1-31-2012 *Arresting Citation, attached, hereto*. Cobble cannot be lawfully held for "criminal intent" of filling illegal liens if he has already requested their validation from the court.
6. The next day on **Feb. 1, 2012**, with Cobble freshly jailed, Irv Maze issued his order granting Dyar's 1-20-2012 *Memorandum and Motion to Dismiss 11-ci-002752*. Maze completely ignored Cobble's evidence that LTC was committing insurance fraud. To wit, as **ATTACHMENT #4** see LTC's **Jan. 10, 2012** Certificate of Filing (Licensing) showing that LTC did not possess the license / certificate for self-insurance on April 5, 2011 when Cobble's vehicle t-boned a Cardinal cab that ran a stop-sign on Cobble. As stated, Cardinal Cab Co. is also owned by LTC.

² Jonathan Dyar is employed by Law firm Middleton Reutlinger, 2500 Brown & Williamson Tower, Louisville, KY 40202.

7. As **ATTACHMENT #5** see Page 9 of Maze's 2-1-2012 order, dismissing Cobble's bad faith claims against Defendant Interlock (representing LTC). Maze ignored the fact that LTC is not even insured, much less that self-insured companies licensed in Kentucky are bound by Subtitle 12 statutes to not engage in deceptive insurance practices. KRS 304.48.240 so states:

*"Liability self-insurance groups **shall not commit unfair or deceptive acts or practices, as described in Subtitle 12 of this chapter, under its certificate of filing from the commissioner.**" (Emphasis added.)*

8. Under Subtitle 12, **KRS 304.12-230** specifies the 17 unfair claims settlement practices of which LTC would be barred upon being self-insured. **Instead**, Maze's refusal to affirm Cobble's notification (1-26-2012 *Response as AMENDMENT #1*) is covering-up LTC's fraud. This includes allowing LTC to continue to illegally operate to injure more accident victims.

9. Even the 1-10-2012 *Certificate of Filing (ATTACHMENT #4)* is **absent a Certificate number**, indicating LTC did not follow the self-insurance application process under KRS 304.48-050. That *Certificate of Filing* was acquired only after Cobble's **Jan. 6, 2012** deposition of Interlock Claims Adjuster **Elizabeth Leftwich**.

10. Subsequently, Cobble filed his **Jan. 20, 2010 Motion to Compel** LTC's Certificate Number, but as shown from Judge Maze's 2-1-2012 order (as **ATTACHMENT #5**), Cobble's 1-20-2012 *Motion to Compel* was denied by Maze so that the question the Certificate number is also covered-up. It is shown, here, how Maze is further complicit with- and assisting in covering-up LTC's insurance fraud.

IDENTIFYING THE FRAUD

● Attorney Dyar's Con & Deception for LTC

11. At the 1-6-2012 deposition, Ms. Leftwich approximated that LTC has at least 15 other accident cases in court. She claimed she did not know the exact number cases in court. Here again, Cobble's 1-20-2012 *Motion to Compel* requested their case numbers, but that *Motion* was denied by Judge Maze's 2-1-2012 order (**ATTACHMENT #5**).

12. Eight days after the 4-5-2011 car accident, Interlock offered to give only \$745 for replacing the Cobbles' vehicle while terminating their rental car. The Cobbles were then rendered without transportation, not given any time to search for a replacement vehicle.

13. The Cobbles then filed suit against Interlock [Industries] on **April 19, 2011** (as case 11-ci-002752). When Cobble offered, by retail verification, on **April 25, 2011** to accept \$3,200 (+ tax and licensing) as the fair-market value for his lost vehicle, Interlock still refused to settle that part of the property claim.

14. **On May 10, 2011** Maze issue an order denying Cobble's **April 29, 2011** Motion for Interlock to provide interim transportation. This occurred, even though Interlock admitted fault of the 4-5-2011 accident.

15. In **Dec. 2011**, Interlock's Attorney Dyar provided case-law ***Davidson v. American Freightways, Inc.***, 25 S.W.3d 94 (Ky 2000), explaining that Interlock could not be held liable for acting in bad faith. He was confident to treat the Cobbles as he wished, in knowing Judge Maze would protect him and interlock from the Cobbles' claims.

16. Dyar also indicated that at the "proper time," he would file his *Motion for Summary Judgment (w/ Memorandum*, see above) based on *Davidson vs. Amer. Freightways*. But Cobble's **Jan. 10, 2012**-filed *Notice of*

Depositions pressured Dyar into filing that *Motion for Summary Judgment* sooner than he wanted, because he did not want Cobble conducting a deposition on Interlock's lead Counsel **Jeff Mackin** on Interlock's fraud. Nor did Dyar want Cobble to have further access to Interlocks suspicious documents. So, Dyar filed his *Memorandum Motion on 1-20-2012*; again, see **ATTACHMENT #2**, Page 2 of Dyar's *Memorandum*.

17. It is true, under Kentucky court interpretation, that American Freightways (**AF**) in *Davidson vs. Amer. Freightways* cannot be held liable to acting in bad faith in Kentucky, but only because AF is headquartered in California, NOT Kentucky. In the referenced auto accident, **AF was an "out-of-state traveler"** with no logistics hubs or offices in Kentucky.³

18. **On the other hand**, LTC is based in Kentucky, and thus LTC is subjected to Kentucky insurance laws. Thus, LTC is required to be insured by an insurance carrier, **or provide an approved liability self-insured group** under KRS chapter 304 for processing accident claims. But LTC is not licensed for a liability self-insured group while fraudulently informing its accident victims that **a) LTC is self-insured**, and **b) that LTC cannot be held / sued for acting in bad faith**.

19. As shown in Attorney Dyar's 1-20-2012 *Memorandum* (Page 2 as **AMENDMENT #2**), **Dyar falsely informs LTC's accident victims that *Davidson vs. Amer. Freightways* applies to LTC**, that LTC cannot be sued for acting in bad faith. In this way, LTC attempts to force unreasonable

³ However, **from a law-enforcement standpoint**, it's arguable that even out-of-state travelers should be required to honor accident claims in good faith, or else become liable in Kentucky. This is just and required in the spirit of Kentucky's no-fault statutes; and should be clarified by the Kentucky legislature for the courts.

settlements upon victims, such as explained above involving the low offer (of \$745) for replacing Cobble's vehicle. – **And such as Cobble was at-first deceived**, as accident victims accept Dyar's false legal premise of not being able to sue, LTC is then not compelled to negotiate a settlement except by a costly jury trial.

20. To wit, the unreasonably low replacement-offer of \$745 by LTC / Interlock forced Cobble to file suit. Moreover, **Irv Maze has attempted to extort the Cobbles' filing fee** by not adjudicating 11-ci-002752; by his 2-1-2012 order (as **ATTACHMENT #5**).

21. Wherefore, **the courts are also benefitting financially from this scam**. Court clerks accept the filing fees of plaintiffs, as the judges rule against Plaintiffs under the misrepresentation of *Davidson vs. Amer. Freightways*. **As stated**, Claims Adjuster Elizabeth Leftwich testified on 1-6-2012 that there are at least 15 other accident cases in court filed against Interlock / LTC.

● **Commissioner Sharon Clark's Participation;**

LTC is Not Self-insured

22. Allowing LTC to operate its very many vehicles without self-insurance licensing could not have occurred without the knowledge and participation of KY Insurance Commissioner Clark. Of the evidence submitted, thus far, LTC has never provided a liability self-insurance group with a Certificate of Filing license from the Commissioner.

23. As shown above, eve the 1-10-2012 *Certificate of Filing* (as **ATTACHMENT #4**) does not have a Certificate sequence Number, to indicate that that document, too, was fraudulently issued by the Commissioner's office. In other words, that *Certificate of Filing* has not been processed for legal issue under KRS304.48-050 for sequential issuance.

24. Furthermore, **KRS 304.48-110 requires the insurance commissioner** to examine and update the credentials of each liability self-insurance group **no less than every 4 years**. This, apparently, has not been done if LTC has no such credentials of *Certificate of Filing* on file.

25. **The other related financial peculiarity**, here, is that Commissioner Clark is the *Beneficiary* on LTC's Letter of Credit (as **LC**). See the March 7, 2012 two-page LC Amendment No. 3 as **ATTACHMENT #6**. This is a woefully improper arrangement, since KRS 304.48-070 require any bonded / secured funds to be available to be paid on intended claims and expenses by the liability self-insured group. Therefore, LTC's liability self-insured group should be the beneficiary for LTC, **NOT THE COMMISSIONER OF INSURANCE**.

26. However, **closer study of this complication exposes the obvious impropriety**, herein. Since LTC does not have a liability self-insured group to be its proper beneficiary, LTC has relied upon the Commissioner, herself, to be the beneficiary. For there lies the close and fraudulent collaboration and conspiracy between LTC and Commissioner Clark circumventing KRS 304.48-070 (as well as the other above stated statutes).

27. With Commissioner Clark as the beneficiary, LTC is still not bonded / secured to cover the costs of its accident claims. Even if Commissioner Clark redeemed the bond (Letter of Credit), there is no liability self-insured group to receive the funds for processing claims.

28. LTC / Interlock has refused to provide [Plaintiff] Cobble with an actual Letter of Credit (LC), of which Ms. Leftwich and Attorney Dyar claim to possess. **In other words**, a bond or other financial endorsement, under KRS 304.48-070 has not been provided. Moreover, Judge Maze's 2-1-2012

order (as **ATTACHMENT #5**) violated the discovery rules to prevent Cobble's access to these public documents.

Submitted by,

Daniel Cobble

FEB. 13, 2012

Daniel Cobble, Affiant & Filer

DATE

3401 Lesway Ct., #12, Louisville, KY 40220 – 502-499-5249

Attachments:

- Feb. 11, 2012 AFFIDAVIT of Daniel Cobble (7 pages),
- #1, Cobble's 1-26-2012 6-page *Response*, Case 11-ci-002752,
- #2, Pages 2 & 4 of Attorney Jonathan Dyar's 1-20-2012 *Memorandum for Motion for Summary Judgment*,
- #3, 1-31-2012 *Arresting Citation* of Cobble,
- #4, LTC's Jan. 10, 2012 *Certificate of Filing*,
- #5, Page 9 of Irv Maze's 2-1-2012 order,
- #6, March 7, 2012 two-page LTC Amendment 3 for Letter of Credit.

Postal status:

- *Certified Mail* – 7009 1680 0000 2022 9471 to **Sheriff Pat Melton**, Franklin County Sheriff's Office, 669 Chamberlin Ave., Frankfort, KY 40601.
- *Certified Mail* – 7009 1680 0000 2022 9341 to **Sheriff John Aubrey**, Jefferson County Sheriff Office, 531 Court Place, #604, Louisville, KY 40202.
- *Certified Mail* – 7009 1680 0000 2022 9358 to **Sheriff Jim Buckles**, Office of St. Louis Co. Sheriff, 7900 Carondelet Ave., Clayton, MO 63105.
- *Certificate of Mailing* – Kentucky State Police Headquarters, 919 Versailles Rd., Frankfort, KY 40601, 502-782-1800.
- *Certificate of Mailing* – **Gov. Steve Beshear**, 700 Capitol Ave., Office of the Governor, Frankfort, KY 40601.

Posted at: www.prose-litigants.org, Facebook.

Louisville Transportation Company operates a taxi cab business. They utilize independent contractors who drive taxi cabs on a fee for service basis. The cab drivers typically pay to rent cabs from L.T.C. L.T.C. is not engaged in the business of selling insurance. L.T.C. operates as a self-insured entity. (See enclosure #1, Affidavit of Beth Leftwich).

ARGUMENTS

I. THE DEFENDANT IS SELF INSURED AND THEREFORE NOT SUBJECT TO AN ACTION FOR BAD FAITH

It is the long-standing law in Kentucky that only those engaged in the business of entering into contracts of insurance are subject to actions for bad faith. In *Davidson v. American Freightways, Inc.*, 25 S.W.3d 94 (Ky. 2000) the defendant trucking company operated a carrier that was self-insured up to \$250,000 and carried an excess policy for amounts over \$250,000. The plaintiffs brought an action for bad faith against American Freightways after a jury verdict and judgment was entered against them as a result of a truck collision. The plaintiffs alleged that American Freightways acted in bad faith for not promptly settling their claim against the trucking company. The Kentucky Supreme Court ruled that American Freightways was not a "person" subject to the Unfair Claims Settlement Practice Act and was not liable on a bad faith theory.

The gravamen of the UCSPA is that an insurance company is required to deal in good faith with a claimant, whether an insured or a third-party with respect to a claim which the insurance company is *contractually obligated* to pay. Absent a contractual obligation, there simply is no bad faith cause of action, either at common law or by statute... Just like the "mom and pop" store owner, AFI had the same rights as any American citizen to dispute the Davidsons' claims, even to the point of "bullheadedness", and to take that dispute to court. *Id* at 667. (Emphasis in original).

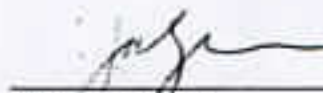
II.

III. WITHOUT THE CLAIM OF BAD FAITH THIS CLAIM NO LONGER MEETS THE *PRIMA FACIE* TEST FOR JURISDICTION WITH THE CIRCUIT COURT BECAUSE, BY THE PLAINTIFF'S OWN ADMISSION, THE AMOUNT IN CONTROVERSY DOES NOT EXCEED \$4,000

Since there is no cause of action for bad faith against someone who is not an insurer, the count(s) for bad faith must be dismissed in this case. That leaves only the count for property damage. Mr. Cobble submitted an attachment to his complaint that purports to be a printed statement from NADA regarding the value of a 1994 Chevy Astro Van with 228,000 miles. The value of such a van, in excellent condition, is listed as \$1,950. Under KRS §24A.120, the District Court is given jurisdiction for cases up to \$4,000 (after the filing of the complaint, the amount was raised to \$5,000). The remaining property damage claim does not meet the minimum requirement for the amount in controversy for the Circuit Court and therefore should be dismissed.

A proposed Summary Judgment in favor of Defendant is tendered herewith.

Respectfully submitted,



Mark S. Ferzel
Jonathan A. Dyar
Middleton Reutlinger
2500 Brown & Williamson Tower
401 South 4th Street
Louisville, Kentucky 40202
Telephone (502) 584-1135
Facsimile (502) 561-0442
*COUNSEL FOR DEFENDANT,
INTERLOCK INDUSTRIES, INC.*

COMMONWEALTH OF **ATTACHMENT #3**
UNIFORM CITATION

KSP 206 (REV 2/1/00)

VIOLATOR

OFFENDER / VIOLATOR	AGENCY JEFFERSON COUNTY SHERIFF OFFICE		ORR KY 156000
	NAME (S-F-M) SKIP A SPACE BETWEEN NAMES <i>[Handwritten]</i>		ATTN <input type="checkbox"/>
	ADDRESS (RFD/STREET/APT. NO., ETC.) <i>[Handwritten]</i>		HOME PHONE <i>[Handwritten]</i>
	CITY <i>[Handwritten]</i>		EMERGENCY PHONE <i>[Handwritten]</i>
	ID TYPE/STATE <i>[Handwritten]</i>	ID NUMBER <i>[Handwritten]</i>	SS NUMBER <i>[Handwritten]</i>
	DATE OF BIRTH <i>[Handwritten]</i>	SEX <input checked="" type="checkbox"/> MALE <input type="checkbox"/> FEMALE	RACE <input type="checkbox"/> WHITE <input checked="" type="checkbox"/> BLACK <input type="checkbox"/> AM INDIAN OR ALASKAN <input type="checkbox"/> ASIAN

VEHICLE	VEH. MAKE <i>[Handwritten]</i>	VEH. TYPE <i>[Handwritten]</i>	VEH. YEAR <i>[Handwritten]</i>	COLOR TOP/BOTTOM <i>[Handwritten]</i>
	REG. STATE <i>[Handwritten]</i>	REG. YEAR <i>[Handwritten]</i>	REGISTRATION NO. <i>[Handwritten]</i>	VEHICLE IDENTIFIERS <i>[Handwritten]</i>

DATE / TIME	VIOLATION DATE <i>[Handwritten]</i>	VIOLATION TIME <i>[Handwritten]</i>	EXACT LOCATION OF VIOLATION / ARREST 2711 & JEFFERSON - H	B.A. RESULTS <i>[Handwritten]</i>
	DATE OF ARREST <i>[Handwritten]</i>	TIME OF ARREST <i>[Handwritten]</i>	MILES <i>[Handwritten]</i>	DIRECTION <i>[Handwritten]</i>

VIOLATION CODE	ASOF	STATUTE / ORD.	CHARGES	#	PLEA	FINDING	FINAL VIOLATION CODE	DISPN. CODE	FINE	COSTS	FEE	JAIL / PRISON	PROB. TIME
<i>[Handwritten]</i>		<i>[Handwritten]</i>	<i>[Handwritten]</i>	1									
				2									
				3									
				4									

COURT DATE <i>[Handwritten]</i>	COURT TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	PAYABLE <input type="checkbox"/> COURT	COURT LOCATION ARRISTED	COURT CASE NO.	DISPN. DATE	TRIAL <input type="checkbox"/> B <input type="checkbox"/> J <input type="checkbox"/> N	CLERK'S INITIALS
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POST-ARREST COMPLAINT

[Handwritten: WARRANT # 111111 (WARRANT # 111111 ON 1/31/12)]

[Handwritten: FILING IN JEFFERSON COUNTY - 1ST FLOOR]

[Handwritten: FILING IN JEFFERSON COUNTY - 1ST FLOOR]

[Handwritten: A DEPUTY KNOWS NOTHING OF CALL]

CDL LICENSE <input type="checkbox"/> No <input type="checkbox"/> Yes	PLACARDED HAZARDOUS VEHICLE <input type="checkbox"/> No <input type="checkbox"/> Yes	YEAR
COMMERCIAL VEHICLE <input type="checkbox"/> No <input type="checkbox"/> Yes	CDL CLASS <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	

NAME OF WITNESS	ADDRESS	CONTROL NUMBER
NAME OF WITNESS	ADDRESS	
CASE NO. 1	2	3
CARRIED FOR UCR BY CONTRIBUTOR: <input checked="" type="checkbox"/>	OTHER AGENCY: <input type="checkbox"/> SPECIFY	<input type="checkbox"/> IN-CAR VIDEO <input type="checkbox"/> FINGERPRINTS <input type="checkbox"/> PHOTOS
OFFICER'S SIGNATURE <i>[Handwritten]</i>	BADGE / I.D. NUMBER <i>[Handwritten]</i>	ASSIGNMENT <i>[Handwritten]</i>

L705404

See improper credentials, below.

ATTACHMENT #4



STEVEN L. BESHEAR

**GOVERNOR
DEPARTMENT OF INSURANCE**

CERTIFICATE OF FILING

It is hereby certified that:

Louisville Transportation Company

having its principal office at

**1601 South Preston Street
P.O. Box 2107,
Louisville, KY 40217**

COPY

Has fully complied with all the filing requirements and may act as a **Motor Vehicle Liability Self Insured** subject to limitations imposed thereon by law, for the period beginning on the date of issue herein, and such filing shall remain in effect until terminated at the request of the health discount plan or until suspended or revoked by the commissioner according to the provisions of the Insurance Laws of the Commonwealth of Kentucky.

COPY

Steven P. Clark

Commissioner, Department of Insurance

This Certificate of Authority shall, in all cases, be the property of the Commonwealth of Kentucky, and upon any expiration, suspension, revocation, or termination thereof, the insurer shall promptly deliver this Certificate to the Department of Insurance.

CERTIFICATE NO:

DATE: 01/10/2012

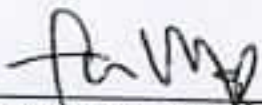
- **No Certificate sequence Number assigned.**
- **Issued on Jan. 10, 2012; No Certificate on date of accident, 4-5-2011.**

ATTACHMENT #5

ORDER

WHEREFORE, IT IS ORDERED AND ADJUDGED that the Plaintiffs' Motion to Certify the Claims, Motion to Compel, Request to Set Deposition Dates, and Request to File Amended Complaint are **OVERRULED**. Interlock's motion for summary judgment as to the bad faith claims of the Plaintiffs is hereby **SUSTAINED** and the bad faith claims in the complaint are **DISMISSED WITH PREJUDICE**. The Plaintiffs are ordered to supplement the record within twenty (20) days of the entry of this order with evidence proving his claim exceeds the \$4,000.00 threshold amount contained in KRS § 24A.010(a) at the time he filed his suit. Interlock shall be provided ten (10) days to respond. If neither party moves for a hearing within ten (10) days of the filing of Interlock's response, the matter shall be submitted for the Court's determination. **IT IS SO ORDERED.**





IRV MAZE, JUDGE
JEFFERSON CIRCUIT COURT

2/1/12

DATE

CC: Daniel Cobble
3401 Lesway Court #12
Louisville, KY 40220
Pro Se Plaintiff ✓

Mark S. Fenzel, Esq.
Jonathan A. Dyer, Esq.
Counsel for Defendant ✓



All of us serving you

ATTACHMENT #6

U.S. Bank National Association
Standby Letters of Credit: BC-MN-H20G
800 Nicollet Mall
Minneapolis, Minnesota 55402

SWIFT: USBKUS44
TELEX:
PHONE: 866-359-2503 EXT 5854
612-303-7395
FAX : 612-303-5226

MARCH 7, 2011

AMENDMENT TO STANDBY LETTER OF CREDIT

AMENDMENT NUMBER 3 TO LETTER OF CREDIT NUMBER SLCC122813

BENEFICIARY: * COMMISSIONER OF INSURANCE
KENTUCKY DEPARTMENT OF INSURANCE
FRANKFORT, KENTUCKY 40601

APPLICANT: * LOUISVILLE TRANSPORTATION COMPANY
1601 SOUTH PRESTON STREET
LOUISVILLE, KENTUCKY 40217

THE ABOVE MENTIONED CREDIT IS AMENDED AS FOLLOWS:

1. THE ADDRESS OF THE ISSUING BANK IS AMENDED AS FOLLOWS:
STANDBY LETTERS OF CREDIT: BC-MN-H20G
800 NICOLLET MALL
MINNEAPOLIS, MINNESOTA 55402
2. DRAFTS AND COMMUNICATION WITH RESPECT TO THIS LETTER OF CREDIT MUST NOW
BE PRESENTED TO:
U.S. BANK NATIONAL ASSOCIATION
STANDBY LETTERS OF CREDIT: BC-MN-H20G
800 NICOLLET MALL
MINNEAPOLIS, MINNESOTA 55402

THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE ABOVE CREDIT AND MUST BE
ATTACHED THERETO.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

U.S. BANK NATIONAL ASSOCIATION

Julie M. LeDourneau
AUTHORIZED SIGNATURE

COPY



All of us serving you

U.S. Bank National Association
Standby Letters of Credit: BC-MN H20G
800 Nicollet Mall
Minneapolis, Minnesota 55402

SWIFT: USBKUS44
TELEX:
PHONE: 866-359-2503 EXT 5854
612-303-7395
FAX: 612-303-5226

March 7, 2011

AMENDMENT TO STANDBY LETTER OF CREDIT

Amendment number 3 to Letter of Credit number SLCC122813

Beneficiary



Commissioner of Insurance
Kentucky Department of Insurance
Frankfort, Kentucky 40601

Applicant



Louisville Transportation Company
1601 South Preston Street
Louisville, Kentucky 40217

U.S. BANK NATIONAL ASSOCIATION

Julien M. LeDourneau
AUTHORIZED SIGNATURE

COPY