

IN THE JEFFERSON COUNTY
CIRCUIT COURT, DIV. 10 (Judge Irv Maze)

CLERK'S OFFICE
JEFFERSON COUNTY COURT

Case No.: 11-ci-002752

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DANIEL COBBLE PLAINTIFFS
RUFINA COBBLE

CLERK'S

vs.

**RESPONSE TO MEMORANDUM FOR
MOTION FOR SUMMARY JUDGEMENT**
IMPROPER CERTIFICATE OF FILING, attached hereto

BY _____ D.D.

INTERLOCK INDUSTRIES d/b/a CARDINAL CAB COMPANY
SIDI MOHAMED O EL ABASS

DEDENDANTS

Jan. 26, 2012 | Page 1 of Six

• **INTERLOCK IS COMMITTING INSURANCE FRAUD**

• **NOTIFICATION BEING SUBMITTED TO INSURANCE COMMISSIONER**

Now comes Plaintiff Daniel Cobble (hereafter as Cobble) to Respond to Defendant Interlock Industries' Memorandum [in Support of Motion for Summary Judgment]. This is an academic Response for the Court's notification, since Cobble has not received an actual Motion for Summary Judgment from Counsel (Jonathan Dyar) for said Defendant (Interlock). Interlock and Cardinal Cab. Co. are subsidiaries owned by the Louisville Transportation Company (hereafter called **LTC**). LTC also owns Yellow Cab, Yellow Ambulance, Care Ambulance, and Gateway Ambulance (in St. Louis, Missouri).

The Court should not grant any such motion for summary judgment, because Interlock's Memorandum is frivolous and improper, in an attempt to unlawfully acquire the Court's favor. Herein, Cobble easily proves to the Court that Counsel Dyar, Beth Leftwich, and other corporate officers of LTC are committing wholesale insurance fraud upon the public, and asking the Court to go along with this fraud. And, Interlock's Memorandum is timely filed to avoid exposing this fraud. So again, the evidence herein provides that Counsel's motion should be denied, and that Cobble be allowed to continue discovery, his investigation into LTC's shenanigans / wrong-doings. As such, Mr. Cobble is preparing an **interim report** for the Kentucky Insurance Commissioner to also commence investigating LTC.

LTC **was not** certified / licensed to be insured by the Insurance Commissioner at the time of the April 5, 2011 auto accident involving Cobble and Cardinal Cab Co. However, LTC, as the

Louisville Transportation Company liability self-insured group, was identified by the Commissioner as the Motor Vehicle Liability of Self Insureds in its Jan. 10, 2012 *Certificate of Filing*. See the Certificate of Filing as **Attachment #1**.

OVERVIEW & OUTLINE – LEAVING THE PUBLIC UNPROTECTED

Under Kentucky law, LTC is required to be insured / bonded to cover its many vehicles for liabilities in unforeseen vehicular accidents. This includes the option of LTC being self-insured, by approval of the Kentucky Insurance Commissioner. However, LTC has falsely claimed itself to be a self-insured “company.” Below, it is explained that only people as groups can be liability self-insured, but not a company entity. – **To protect the public**, with LTC’s many vehicles, of which some are confirmed to be rented-out to independent contractors (as cab drivers), it is reasonable to presume, as a matter of standard policy, the Insurance Commissioner requires LTC to put-up a bond for the pleasure of being self-insured. (Otherwise, LTC is required to be insured by an insurance company like all other people.) Of course, this presumptive policy is currently being investigated in the discovery process.¹

–Whereby, this Response provides the following Arguments:

1. LTC / Defendant Interlock is committing insurance fraud, under Chapter 304 (KRS 304.48-010–Generally, KRS 304.48-240(2)e & (3) instructing KRS 304.12-230, KRS 304.48-170, KRS.48-050, and others),
 - a. Misrepresenting itself as a “self-insured company.”
 - b. No documentation certifying self-insurance for period of the April 5, 2011 auto accident,
 - c. Interlock refuses to provide documents required to be filed for acquiring its 1-12-2012 Certificate-of-filing,
 - d. Refusal to show security requirements sanctioned by the Commissioner under KRS 304.48-070 (Surety Bond, Letter of Credit, Insurance, etc.),
 - e. LTC is being sued by at least 15 other accident victims,
 - f. Refusal to process Cobble’s personal injury claim,
 - i. Beth Leftwich admits she received Cobble’s claim and would not process it,

¹ From Cobble’s understanding, LTC’s subsidiary Interlock processes the accident claims filed against LTC.

2. LTC, can only function as a liability self-insurance group, and thus can be sued for fraud and acting in bad faith,
 - a. Cobbles' claims are valid,
 - b. Must be decided by a jury,
3. Jury must decide Question of liability, since Interlock **will not** Answer.

1. LTC / Defendant Interlock is committing insurance fraud under Chapter 304 (KRS 304.48-010—Generally, KRS 304.48-240(2)e & (3) instructing KRS 304.12-230, KRS 304.48-170 and KRS 304.48-050, Etc.).

The issues raised by Interlock's motion for summary judgment are falsified and misrepresentative of LTC's self-insured status. Interlock cites *Davidson v. American Freightways, Inc.*, 25 S.W.3d 94 (Ky 2000), that companies are not "persons," and thus they cannot be held liable for bad faith claims. **This is deceptive**, because LTC cannot be licensed / certified as a "self-insured company;" it can only be issued a Certificate-of-Filing as a "liability self-insured group" of "members," but not as a company. **But LTC is falsely informing the public that it is a self-insured company, and then refusing to process accident claims on that basis.** But KRS 304.48-050 so states:

"Each application for a certificate of filing shall be submitted to the commissioner and . . . be accompanied by: (1) The group's name, location of its principle office, date of organization, name and address of each member . . ." (Emphasis added.)

Moreover, LTC even as a group was not licensed / certified to be self insured by the KY Insurance Commission at the time of the April 5, 2011 auto accident between the parties. Upon Cobble's multiple requests, Interlock **has not** provided any documentation of being self insured under the Subtitle 304.48, the statutes governing liability self insured groups. It is shown that members of LTC's group are committing insurance fraud **and conspiracy to commit fraud**, given the very many other civil cases filed against LTC.

Counsel provided Cobble with a Certificate of Filing recently dated Jan. 10, 2012. But no such certification exists for the 2011 accident (*supra*). See the 1-10-2012 Certificate of Filing as

Attachment #1. The Certificate of Filing is only most recently acquired by LTC.

There is not even a showing of a surety instrument by Interlock, but otherwise required under KRS 304.48-170. At the Jan. 6, 2012 deposition of Beth Leftwich, Interlock claimed it may have a Letter-of-Credit on file, but has not provided a Letter-of-Credit. The only financial document provided to Cobble is a Mar. 7, 2011 amendment to a Letter-of-Credit, **but no Letter-of-Credit** affirming the particulars of any coverage (amounts, usage dates, Etc.). See the amendment as **Attachment #2.**

LTC, as required to function as a liability self insurance group, has not provided Cobble with any documents filed with the Commissioner of Insurance required under KRS 304.28-050. There is no showing the company was certified for self insurance, or affirmation of a specified surety bond or letter-of-credit at the time of the 1-5-2011 accident.

At Least 15 Other Accident Cases / Victims Filed

With this insurance fraud, LTC is a public menace and disaster upon the community. According to the 1-6-2012 deposition of Ms. Leftwich (*supra*), **Interlock has at least 15 other auto accident cases under litigation by other injured victims.** If LTC claims to be self insured, it is required as a liability self-insured group under KRS 304.48-240(2)(e) & (3). Said KRS 304.48-240(2)(e) so states of liability self-insurance groups, they shall:

Not commit any other unfair or deceptive acts or practices, as described in Subtitle 12 of this chapter, relating to claim settlement.

Said KRS 304.48-240(3) so states:

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

Subtitle 12(230) of Chapter 304 so specifies the seventeen (17) "acts or omissions" of which a liability self-insurance group can be held liable. (KRS 304.12-230.)

Refusal to Process Cobble's Personal Injury Claim

This fraud is further exemplified by Interlock refusing to process Cobble's Nov. 19, 2011 personal injury claim. At the 1-6-2012 deposition (*supra*), Ms. Leftwich admitted she received the claim, but did not act on it and submitted it to Counsel Dyar. At that deposition, Dyar stated on the record that he "did not know what 'process' meant" that he did not know about processing a claim.

The investigative question is, "Were / are these shenanigans being played on the other injured plaintiffs who filed claims against LTC?"

2. LTC, as only a liability self-insurance group of persons, can be sued for fraud and acting in bad faith injuries,

Under the glaring language of Chapter 304 (*supra*), Cobbles' claims are valid, specifically charging acts of bad faith under KRS 304.12-230. To wit, for:

- A. Failing to affirm or deny coverage of claims within a reasonable time after proof of loss statements have been completed;
- B. Not attempting in good faith to effectuate prompt, fair and equitable settlements of claims in which liability has become reasonably clear;
- C. Compelling the Cobbles to institute litigation but where liability has become reasonably clear;
- D. Attempting to settle a claim for less than the amount to which a reasonable man would have believed he was entitled by reference to written or printed advertising material accompanying or made part of an application;
- E. Failing to promptly settle claims, where liability has become reasonably clear;
- F. Failing to promptly provide a reasonable explanation of the basis of applicable law for denial or for offer of compromise settlement.
- G. Forcing the Cobbles to lose utility of their cargo van; for due to their necessity of transportation, they were forced to purchase a less-expensive sedan car.

The fraud of LTC is now clear before the Court. If LTC continues to attempt

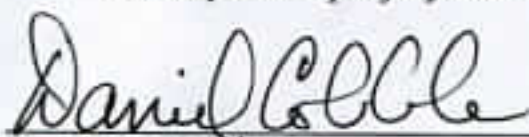
to function as a liability self-insured group, then it must honor challenge of the above bad faith claims under KRS 304.48-050, 304.48-240, 304.12-230 and. The Cobbles have a right to take these injuries before the jury where LTC refuse to honor the law.

3. Jury must decide Question of liability, since Interlock will not Answer.

At the 1-6-2012 deposition, Counsel Dyar and Ms. Lefwich continued their fraud and abstinence of refusing to admit fault of their Cardinal Cab driver at the 4-5-2011 accident. The police report clearly explains the cab driver running a stop sign as Mr. Cobble traveled westward on Bashford Manor Ln. – Wherefore, this question can only be left for the jury, even though needless it is for the Cobbles, the Court, and taxpayers.

The Cobbles are not obligated to accept Interlock's Aug. 26, 2011 Offer of Judgment as a full settlement of the property claim. However, the Cobbles will accept the \$3,000 for replacement of their van, but all other portions of the property claim losses remain as specified before the Court and slated for jury trial.

This Response respectfully submitted,



Daniel Cobble, Plaintiff
3401 Lesway Ct., #12
Louisville, KY 40211 – 502-499-5249

JAN. 26, 2012

DATE

- Attachments:** #1, 1-10-2012 Certificate of Filing (one page)
#2, Amendment 3 for Letter of Credit (two pages)

Certificate of Service

A copy of the foregoing was mailed on JAN. 26, 2012 to Jonathan Dyar, Attorney, Middleton Reutlinger, 2500 Brown & Williamson Tower, Louisville, KY 40202.

by Daniel Cobble 