



## Joseph N. Tucker

Partner

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Joe is an experienced commercial litigator who serves on the Firm's Board of Directors and as the Firm's Deputy General Counsel. He focuses his practice on complex business litigation, banking litigation, consumer finance litigation, and class action defense. Joe is licensed to practice law in Florida, Kentucky and Michigan, is admitted to practice in 12 federal district courts, and he regularly arbitrates claims before JAMS and AAA.

Joe handles a wide variety of individual and class action matters at the trial court and appellate levels involving contract and lease disputes, coal supply agreements, force majeure provisions, non-competition employment cases, banking litigation, creditors' rights, FDCPA/FCRA/TCPA compliance and FDCPA/FCRA/TCPA defense litigation

Joe has appeared before the Sixth and Eleventh circuit courts of appeal and in federal and state courts in California, Colorado, Florida, Indiana, Kentucky, Michigan, North Carolina, Tennessee, Ohio, South Carolina, and Virginia. He has also arbitrated complex commercial cases in numerous states in the southeast, and he has handled nearly 500 consumer arbitrations before the AAA/JAMS on behalf of several consumer finance and FinTech clients. He has handled multi-million dollar serial litigation and class action lawsuits involving hundreds of parties and witnesses, and also provides advice and litigation services to a variety of businesses on general commercial matters, including the UCC, lender liability claims, commercial workouts, and close corporation shareholder disputes.

### Services

- Litigation
- Product Liability
- Tort
- Mass Tort
- Insurance Industry
- Public Utilities Industry
- TCPA Compliance & Defense
- Equine Industry

## **Education**

- University of Florida Levin College of Law (J.D., *with honors*, 1991)
  - University of Florida Law Review, articles editor
- Florida State University (B.A., 1988)

## **Bar Admissions**

- Kentucky
- Florida
- Michigan

## **Court Admissions**

- U.S. Court of Appeals for the Sixth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Court for the District of Colorado
- U.S. District Court for the Southern District of Indiana
- U.S. District Court for the Northern District of Indiana
- U.S. District Court for the Eastern District of Kentucky
- U.S. District Court for the Western District of Kentucky
- U.S. District Court for the Middle District of Florida
- U.S. District Court for the Southern District of Florida
- U.S. District Court for the Northern District of Florida
- U.S. District Court for the Eastern District of Michigan
- U.S. District Court for the Western District of Michigan
- U.S. District Court for the Eastern District of Tennessee
- U.S. District Court for the Western District of Tennessee
- U.S. District Court for the Middle District of Tennessee

## **Affiliations/Memberships**

- Kentucky Bar Association
- Florida Bar Association
- Louisville Bar Association
- Michigan Bar Association
- ACA International

## **Distinctions**

- Peer Review Rated AV in *Martindale-Hubbell*
- Kentucky *Super Lawyers*®
- "Top Lawyers" by *Louisville Magazine* (2016)

## Experience

### **Dinsmore Obtains Summary Judgment for Horse Registry Association**

A horse registry association was sued by one of its members related to the proper registration of a horse. After 18 months of litigation, Dinsmore obtained summary judgment and a six-figure attorneys' fee award for its client association.

### **Dinsmore Obtains Dismissal for Prominent Show Jumper Trainer**

A well-respected horse trainer in south Florida sold a sport horse. The buyer claimed the horse had an undisclosed condition resulting in the failure to perform for the intended use. After minimal discovery and motion practice, Dinsmore obtained dismissal of the lawsuit for its client.

### **Defects Found in Horse Show Footing**

Litigation counsel for licensed competition after defects were found in newly installed horse show footing. After filing suit and establishing defects in the construction through documentary evidence and expert testimony, the matter was settled favorably for Dinsmore's client.

### **Negotiated Member Interest Purchase Agreement and Metal Supply Agreement Involving Multiple Clients**

We represented our clients through the complex negotiations of a binding membership interest purchase agreement, metal supply agreement, and associated agreements involving intellectual property rights. Our clients, UACJ Corporation and its U.S. subsidiary, Tri-Arrows Aluminum Holding Inc., opted to sell their interest in Constellium-UACJ ABS LLC, a Bowling Green, Kentucky joint venture engaged in finishing automotive body sheet, which it previously held with their joint venture partner, Constellium N.V. and Constellium U.S. Holdings I, LLC. Our team assisted with the negotiations resulting in the termination of the membership agreement, working with owners and representatives in Tokyo, Paris, New York, and Louisville. As part of the deal, we also assisted with the negotiations of a metal supply agreement ensuring that Tri-Arrows Aluminum, also our client, would remain a supplier of cold coil to the Constellium Bowling Green plant for up to five years.

### **Dismissal of Claims Alleging Violation of the Fair Debt Collection Practice Act**

*Unifund CCR Partners v. Harrell, Kentucky, Nelson Circuit Court, Case No. 12-CI-00661 (June 21, 2013)*

On June 21, 2013, the Nelson Circuit Court in Kentucky dismissed a counterclaim filed by a consumer alleging that Unifund violated the Fair Debt Collection Practices because Unifund requested statutory prejudgment interest in a state court collection suit. In *Unifund CCR Partners v. Harrell, Kentucky, Nelson Circuit Court, Case No. 12-CI-00661 (June 21, 2013)* Unifund filed a collection suit seeking to collect on a past due credit card account which had been charged off by the original creditor. In the state court complaint, Unifund sought 8 percent statutory prejudgment interest under KRS § 360.010

from the date the original creditor charged off the past due credit card debt. Ms. Harrell alleged that Unifund's mere request for such interest violated the FDCPA because the original creditor waived its right to collect any interest when it charged off the account.

Upon Unifund's Motion to Dismiss filed by FDCPA defense counsel Joseph Tucker and Elizabeth Shaffer of Dinsmore, the Court disagreed with Ms. Harrell's assertions. To the contrary, the Court clearly held that merely because the original creditor may have waived the right to collect contract interest when it charged off credit card debt, did not waive Unifund's right, as an assignee, to request that the state court award it 8 percent statutory prejudgment interest from the date of charge off.

The Court thus found that "Unifund's claim for prejudgment interest does not violate the FDCPA" and dismissed Ms. Harrell's counterclaim with prejudice.

#### **Dismissal of Claims Related to Collection of Debt under the FDCPA**

*Stratton v. Portfolio Recovery Associates, LLC*, 2013 U.S. Dist. LEXIS 167636 (W.D. Ky. November 26, 2013)

On November 26, 2013, the Federal District Court for the Western District of Kentucky dismissed a consumer's claims for ostensible violations of the Fair Debt Collection Practices arising out of a request for statutory prejudgment interest in a state court collection suit. In *Stratton v. Portfolio Recovery Associates, LLC*, 2013 U.S. Dist. LEXIS 167636 (W.D. Ky. November 26, 2013), Ms. Stratton alleged that Portfolio Recovery Associates ("PRA") allegedly violated the Fair Debt Collection Practices Act (the "FDCPA") by seeking in a separate state court collection suit statutory prejudgment interest under KRS § 360.010 from the date the original creditor charged off the past due credit card debt. Ms. Stratton alleged that PRA violated the FDCPA because the original creditor waived its right to collect any interest when it charged off the account.

Upon PRA's Motion to Dismiss filed by FDCPA defense counsel Joseph Tucker and Elizabeth Shaffer of Dinsmore, the Court disagreed with Ms. Stratton's assertions. The federal Court clearly held that PRA's request in the state court collection suit for 8 percent statutory prejudgment interest did not violate any provisions of the FDCPA. The Court held that even if the original creditor waived its right to collect contract interest when it charged off Ms. Stratton's credit card debt, PRA still had the right to request that the state court award it 8 percent statutory prejudgment interest from the date of charge off. The Court relied on well established Kentucky law holding that , "[t]he legal rate of interest is eight percent (8 percent) per annum,' which runs as a matter of right on a liquidated demand" and the law of assignment establishing that PRA stepped into the shoes of the original creditor upon acquisition of Ms. Stratton's debt.

While concluding that PRA's request for statutory prejudgment interest from the date that Ms. Stratton's account was charged-off was not improper under Kentucky law, the Federal Court went even further and held that "even assuming the request [for statutory prejudgment interest] violated Kentucky law," such a request would not amount to an FDCPA violation. Applying the "least

sophisticated consumer standard," the Court concluded that "the mere request for 8 percent statutory interest under Kentucky law does not constitute a violation of [§ 1692e(2)(A) of] the FDCPA ... As PRA points out, ... its request to the state court [was aspirational and] did not amount to a false representation ..."

The Court further held that the request for prejudgment interest in the state court collection case did not violate 1692e(5) which prohibits a "threat to take any action that cannot legally be taken." The Court held simply that the act of filing the state court complaint was not a "threat" within the meaning of § 1692e(5).

Finally, the Court held that PRA's mere request in its valid state court debt collection action was not an "unfair or unconscionable" act under § 1692f for the FDCPA because the "state court collection action was a lawful vehicle for PRA to recover the debt Ms. Stratton owes."

#### **Allegations of Breach of Insurance Contract**

We represented an insurance company in a suit for breach of insurance contract and bad faith arising out of insurance company's decision not to pay benefits under an occupational accident insurance policy. The case was removed to federal court and summary judgment was granted in favor of the insurance company.

#### **Allegations of Breach of Insurance Contract and Bad Faith**

We represented an insurance company in a suit for breach of insurance contract and bad faith arising out of the client's decision not to pay benefits under an automobile accident insurance policy. The case was removed to federal court and eventually settled at mediation.

#### **Allegations of Breach of Insurance Contract and Bad Faith**

We represented a company in a matter where the insurance company refused to defend or indemnify our client in a third-party law-suit arising out of our client's business operations. We brought claims in federal court for breach of insurance contract and bad faith. The case was resolved prior to mediation for all possible damages awardable under the insurance contract, including attorneys' fee, costs and interest.

#### **Alleged Violations of Fair Debt Credit Protection Act**

We represented a debt purchaser when a consumer brought a class action counterclaim against the client for alleged violations of the FDCPA and Kentucky usury laws. The consumer argued that the National Bank Act did not preempt Kentucky usury laws and that the Dodd-Frank Act no longer allowed federal preemption to assignees. Summary Judgment was granted to debt buyer.

#### **Anonymous Plaintiff v. Cereal Manufacturer**

We represented the Defendant's insurer in a suit for \$10,000 against a cereal manufacturer for Plaintiff's broken tooth due to an alleged foreign object in the cereal. The case was settled prior to mediation.

#### **Anonymous Plaintiff v. General Contractor**

Plaintiff filed suit against our client, a general contractor, seeking \$100,000 for defects in Plaintiff's home related to the use of synthetic stucco (EIFS) material. Dinsmore & Shohl obtained a dismissal in favor of the general contractor on the basis of the North Carolina Statute of Repose.

#### **Anonymous Plaintiff v. General Contractor**

Plaintiff filed suit against our client, general contractor, seeking \$1 million for defects in Plaintiff's home related to the use of synthetic stucco (EIFS) material. Dinsmore & Shohl negotiated settlement with the homeowners on the general contractor's behalf and prosecuted third-party claims against the EIFS product manufacturer.

#### **Anonymous Plaintiff v. General Contractor**

Plaintiffs filed a \$300,000 suit against our client, the general contractor, for defects in Plaintiff's home related to moisture intrusion and structural defects. The general contractor in turned filed suit against 12 different subcontractors. The case was settled favorably for the client after two days of mediation.

#### **Anonymous Plaintiff v. General Contractor**

Plaintiff filed suit against our client, a general contractor, seeking \$1,000,000 for defects in Plaintiffs' home related to the use of synthetic stucco (EIFS) material. Dinsmore & Shohl obtained dismissal in favor of the general contractor, individually, which was affirmed on appeal.

#### **Anonymous Plaintiff v. General Contractor**

Plaintiff filed a \$300,000 suit against our client, the general contractor, for defects in Plaintiff's home. The claim went through arbitration, settling favorably for the client after a minimal verdict was rendered.

#### **Anonymous Plaintiff v. General Contractor**

Plaintiff filed suit for \$1,000,000 against our client, the general contractor, for defects in Plaintiff's home. The claim went through a week-long arbitration, settling favorably for the client before a verdict was rendered.

#### **Anonymous Plaintiff v. General Contractor**

Plaintiff filed suit for \$300,000 against our client, the general contractor, for defects in Plaintiff's home. The claim went through three days of arbitration, settling favorably for the client after a minimal verdict was rendered.

#### **Anonymous Plaintiff v. Insurance Company**

Plaintiff filed a class action lawsuit against our client, an insurance company, seeking coverage in excess of \$75,000 for moisture intrusion damage due to defects in Plaintiff's home. The case was removed to Federal court, was never certified as a class action and was eventually dismissed.

#### **Anonymous Plaintiff v. Owners of Nursing Home**

The Plaintiff sued our client, the owner of a nursing home, for \$100,000 for negligence related to a slip and fall. The claim was dismissed on summary judgment.

#### **Anonymous Plaintiff v. Plastics Manufacturer**

Plaintiff sued our client, a plastics manufacturer, for personal injury and product liability when a chair manufactured by the client broke. The case was settled at mediation.

#### **Anonymous Plaintiff v. Smoke Alarm Manufacturer**

Plaintiff filed suit against our client, a smoke alarm manufacturer, seeking \$1 million for the wrongful death of a university student killed in an off-campus apartment fire. Plaintiff ultimately dismissed the suit with prejudice and no settlement payment was made.

**Anonymous Plaintiffs v. Securities Company**

Our firm represented the Plaintiffs in two separate suits for fraud, each in the amount of \$1,000,000, against a securities company related to investment in a start-up company. Both cases were settled favorably prior to arbitration.

**Anonymous Plaintiffs v. Vacation Resort**

Plaintiffs were injured while on vacation at a resort in Mexico. They sued our client, the Florida company responsible for the resort's marketing and sales. Plaintiffs claims were dismissed for lack of *in personam* jurisdiction.

**Anonymous Plaintiffs v. Window Manufacturer**

Plaintiffs filed a \$200,000 suit against the general contractor, who in turn filed suit against our client, a window manufacturer, for alleged defects in the windows. The case was settled after mediation.

**Anonymous Plaintiffs v. Window Manufacturer**

Plaintiffs sued our client, a window manufacturer, for \$75,000 for allegedly defective windows. The case was settled.

**Breach of Contract and Tort Claims Against Insurance Benefits Company**

An insurance benefits company acquired the assets of another company operating as third-party administrator. Shortly after acquisition, the third-party administrator was sued, along with the insurance benefits company for various breach of contract and tort claims. The matters at issue include successor liability, enforceability of arbitration clause and indemnification and indemnity claims.

**Cable Television Company v. Owner of Nursing Home**

A cable television company sued our client, the owner of a nursing home, for \$500,000 for utilizing the cable company's interior wiring for the nursing home's own use. The parties settled after protracted litigation.

**Homeowner v. General Contractor and Siding Manufacturer**

We represented the Plaintiff homeowner in a suit for \$200,000 against the general contractor and siding manufacturer for damages to the client's home. The case was settled at mediation.

**Hotel Owners v. Painting Subcontractor**

Plaintiff hotel owners filed a \$300,000 suit against our client, a painting and moisture proofing subcontractor, and against the coating manufacturer for moisture damage to the hotel. The claim settled favorably for the client after mediation and before trial.

**Industrial Contractor v. Various Subcontractor Defendants**

Our client, an industrial contractor and supplier, sued the subcontractor for non-payment of \$75,000. The case was settled before litigation was filed.

**Insurance Coverage Dispute Involving Allegations of Bad Faith**

We represented an insurance company in a suit for breach of insurance contract and bad faith arising out of the client's decision not to pay death benefits under an occupational accident insurance policy. The case was removed to federal court and summary judgment was granted in favor of the insurance company.

#### **Insurance Coverage Dispute Involving Allegations of Bad Faith, Breach of Contract**

We represented an insurance company in a suit for breach of insurance contract and bad faith arising out of the client's decision not to pay disability benefits under an occupational accident insurance policy. The case was removed to federal court and the matter was resolved at mediation.

#### **Lender Liability in a Commercial Foreclosure**

A routine commercial foreclosure resulted in lender liability claims against the bank. Representing the bank, the case was settled on terms favorable to our client.

#### **Regional Gas & Electric Company v. Turbine Manufacturer**

Our client, a turbine manufacturer, contracted with a regional gas & electric company for the sale, construction, and installation of a turbine generator and associated equipment for use at one of its power stations. The gas & electric company filed a suit seeking in excess of \$1 million, alleging that during installation, our client failed to properly install the generator and that the generator suffered substantial damage when certain parts broke. Plaintiff asserted claims for negligence and breach of contract. We obtained summary judgment for the Defendant, arguing the contract and the economic loss rule precluded all of Plaintiff's claims. The Sixth Circuit Court of Appeal upheld summary judgment.

#### **Resource Sales, Inc., Allied Resources, Inc., Cochise Coal Co., Inc. and SMCC, Inc. v. Louisville Gas & Electric Co. and Kentucky Utilities Co.; Resource Sales, Inc., Allied Resources, Inc., Cochise Coal Co., Inc. and SMCC, Inc. v. Western Kentucky Energy**

These companion cases concern disputes over two coal supply agreements. The coal producer declared force majeure and shut down one of its coal mines, thereby reducing (and ultimately stopping) all coal deliveries to our utility clients. Thereafter, our clients had to purchase coal at significantly higher prices than under the agreements, leading to approximately \$50 million in damages our utility clients now seek to recoup. The cases seek a declaratory judgment as well as breach of contract claims.

#### **Rochester Midland Corporation v. Peter J. Castellano**

Plaintiff sued our client, a former employee, seeking injunctive relief and damages of \$1,000,000 for alleged breach of non-compete restrictive covenants in the employment agreement. Plaintiff's request for injunctive relief was denied and plaintiff's claims were dismissed.

#### **Serial Litigation Involving EIFS**

Our firm acted as National Coordinating Counsel and handled serial product liability construction litigation throughout the country totaling \$100 million involving EIFS exterior cladding. We were retained to represent dozens of clients in the construction industry in over 500 EIFS litigation cases, all of which proceeded through mediation, arbitration, trial or appeal.



### **Solutia Inc. v. FMC Corporation**

We advised the client with respect to all aspects of the case, which was originally filed in State Court in St. Louis, then dismissed and re-filed in the US Bankruptcy Court in NY following the client's Chapter 11 filing. The U.S. District Court withdrew the reference and assumed jurisdiction of the claims. We litigated these claims for a fraction of the cost that would have been incurred by New York counsel, and achieved a very favorable settlement for the client. The settlement was approved by the Bankruptcy Court without objection from any constituency in the bankruptcy. Following approval of the settlement by the Bankruptcy Court, all claims were dismissed.

## **Representative Cases**

### **Representative Cases**

Minor v. Greyhound Lines, Inc., No. 1:22-CV-00092-GNS-HBB, 2024 U.S. Dist. LEXIS 56206 (W.D. Ky. Mar. 28, 2024) (denying motion to disqualify Morgan & Morgan)

Rodriguez v. Portfolio Recovery Assocs., LLC, No. 1:22-CV-00073-GNS-HBB, 2024 U.S. Dist. LEXIS 23160 (W.D. Ky. Feb. 9, 2024) (granting Portfolio Recovery's motion for summary judgment)

Ferri v. Enova Int'l, Inc., No. 6:22-cv-1910-WWB-EJK, 2023 U.S. Dist. LEXIS 166378 (M.D. Fla. Mar. 20, 2023) (granting defendants' motion to compel arbitration)

Stone v. Republic Bank & Tr. Co., No. 2021-CA-0958-MR, 2023 Ky. App. Unpub. LEXIS 42 (Ct. App. Jan. 20, 2023) (affirming Republic Bank's dispositive motion for summary judgment)

Hogan v. Freedom Mortg. Corp., No. 5:21-cv-00782-JWH-SPx, 2022 U.S. Dist. LEXIS 83470 (C.D. Cal. Apr. 7, 2022) (granting Freedom Mortgage's motion to dismiss putative RESPA class action)

Malagese v. Fifth Third Bank, N.A., No. 3:17-CV-00489-GNS-RSE, 2020 U.S. Dist. LEXIS 91483 (W.D. Ky. May 26, 2020) (granting Fifth Third summary judgment in a putative nationwide overdraft class action)

Cooper v. Portfolio Recovery Assocs., LLC, 798 F. App'x 870 (6th Cir. 2020) (affirming summary judgment for Portfolio Recovery in FDCPA litigation)

Williams v. Midland Funding, No. 5:18-cv-530-JMH-MAS, 2019 U.S. Dist. LEXIS 150082 (E.D. Ky. Sep. 4, 2019) (granting summary judgment for Midland Funding in FDCPA litigation)

Vasquez v. Paso Fino Horse Ass'n, Civil Action No. 5: 18-366-DCR, 2019 U.S. Dist. LEXIS 136919 (E.D. Ky. Aug. 14, 2019) (awarding Paso Fino Horse Assoc. \$130,000 in attorney's fees)

Vasquez v. Paso Fino Horse Ass'n, Civil Action No. 5: 18-366-DCR, 2019 U.S. Dist. LEXIS 106883 (E.D. Ky. June 26, 2019) (granting Paso Fino Horse Assoc. summary judgment)

Stavens v. Stikovac, No. 2016-ca-001371-mr, 2018 Ky. App. Unpub. LEXIS 776 (Ct. App. Nov. 2, 2018) (affirming motion to dismiss)

*Ham v. Midland Funding, LLC*, No. 5:17-CV-00145-TBR, 2018 U.S. Dist. LEXIS 57440 (W.D. Ky. Apr. 4, 2018) (granting Midland Funding's motion to dismiss)

*Conway v. Portfolio Recovery Assocs.*, No. 3:13-cv-007-GFVT, 2017 U.S. Dist. LEXIS 143647 (E.D. Ky. Sep. 5, 2017) (granting Portfolio Recovery's motion for summary judgement)

*Stratton v. Portfolio Recovery Assocs., LLC*, 706 F. App'x 840 (6th Cir. 2017) (affirming trial court's order granting Portfolio Recover's motion for summary judgement)

*Chacon v. Unifund CCR, LLC*, 228 So. 3d 575 (Fla. Dist. Ct. App. 2017) (affirming ruling for Unifund CCR)

*Evans v. Midland Funding, LLC*, No. 3:16-CV-00421-GNS-DW, 2017 U.S. Dist. LEXIS 54382 (W.D. Ky. Apr. 10, 2017) (granting Midland's motion to compel arbitration)

*Gray v. Midland Funding, LLC*, No. 5:16-CV-00036-TBR, 2017 U.S. Dist. LEXIS 51376 (W.D. Ky. Apr. 4, 2017) (granting Midland's motion to compel arbitration)

*Stennett v. Midland Funding, LLC*, No. 3:16-CV-00656-CRS, 2017 U.S. Dist. LEXIS 47320 (W.D. Ky. Mar. 29, 2017) (granting Midland Funding's motion to dismiss)

*Unifund CCR Partners v. Harrell*, 509 S.W.3d 25 (Ky. 2017)

*Conway v. Portfolio Recovery Assocs., LLC*, 840 F.3d 333 (6th Cir. 2016)

*Stratton v. Portfolio Recovery Assocs., LLC*, 2016 U.S. Dist. LEXIS 35773 (E.D. Ky. Mar. 21, 2016)

*Malone v. Portfolio Recovery Assocs., LLC*, 2015 U.S. Dist. LEXIS 151498 (W.D. Ky. Nov. 3, 2015)

*Malone v. Portfolio Recovery Assocs., LLC*, 308 F.R.D. 518 (W.D. Ky. 2015)

*Harrell v. Unifund CCR Partners*, 2015 Ky. App. Unpub. LEXIS 736 (Ky. Ct. App. Feb. 6, 2015)

*Conway v. Portfolio Recovery Assocs., LLC*, 2015 U.S. Dist. LEXIS 77421, 2015 WL 3756410 (E.D. Ky. June 15, 2015)

*Stratton v. Portfolio Recovery Assocs., LLC*, 770 F.3d 443 (6th Cir. Ky. 2014)

*Conway v. Portfolio Recovery Assocs., LLC*, 13 F. Supp. 3d 711 (E.D. Ky. 2014)

*Wiehebrink v. Midland Funding, LLC*, 2014 U.S. Dist. LEXIS 168431 (W.D. Ky. Dec. 4, 2014) (granting dispositive motion)

*Nawab v. Unifund CCR Partners*, 553 Fed. Appx. 856, (11th Cir. Fla. 2013) (affirming judgement for Unifund)

*Barrett v. Fifth Third Bank*, 2013 U.S. Dist. LEXIS 174514 (W.D. Ky. Dec. 11, 2013)

*Stratton v. Portfolio Recovery Assocs., LLC*, 2013 U.S. Dist. LEXIS 167636 (E.D. Ky. Nov. 26, 2013)

*King v. Credit Card Receivables Fund Inc.*, 2013 U.S. Dist. LEXIS 155376 (S.D. Fla. Oct. 1, 2013)

*LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185 (11th Cir. Fla. 2010)

*Sweazy v. Great Am. Ins. Group*, 2010 U.S. Dist. LEXIS 100353 (W.D. Ky. Sept. 23, 2010) (granting Great American's dispositive motion)

*Amaya v. Pollack & Rosen, P.A.*, 2010 U.S. Dist. LEXIS 16732 (S.D. Fla. Feb. 25, 2010)

*Leone v. Credit Card Receivables Fund, Inc.*, 2009 U.S. Dist. LEXIS 131479 (S.D. Fla. Nov. 4, 2009)

*Pack v. Unifund CCR Ptrns*, 2008 U.S. Dist. LEXIS 117481 (M.D. Fla. Feb. 22, 2008) (granting Unifund's dispositive motion)

*Hahn v. Auto-Owners Ins. Group*, 2006 U.S. Dist. LEXIS 70299 (E.D. Tenn. Sept. 27, 2006)

*Whitehurst v. Hurst Built*, 577 S.E.2d 168 (N.C. Ct. App. 2003)

*Cincinnati Gas & Elec. Co. v. Westinghouse Elec. Corp.*, 1998 U.S. App. LEXIS 21692 (6th Cir. Ohio Sept. 1, 1998)

## Publications

May 28, 2020

**Removal Ruling Raises Questions about Where COVID-19-Related Business Interruption Claims Should be Heard**

March 26, 2020

**Kentucky Executive Order 2020-257 Requires Non-Life Sustaining Business to Cease Operations**