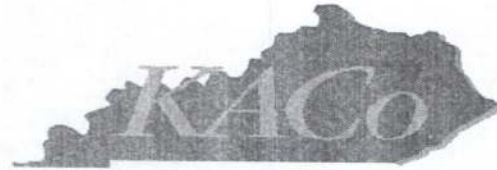


KACo Claims Service Unit
P O Box 436499
Louisville KY 40253-6499
Lee Money, Sr. Claims Adjuster
Phone: 502-489-6222
Fax 502-489-6430
lmoney@uscky.com



CERTIFIED MAIL

May 27, 2022

Jim Luersen
County Clerk
1098 Monmouth Street
Newport, KY 41071

Jack Snodgrass
1098 Monmouth Street
Newport, KY 41071

James Schroer
1098 Monmouth Street
Newport, KY 41071

Kenneth Fecher
1098 Monmouth Street
Newport, KY 41071

Re: Fischer et al v Brian Painter et al (Campbell County)
Action: Campbell Circuit Court Case No. 22-CI-0387
Member: Campbell County Fiscal Court-Policy P&C0153
Claim: GC20221254702

To All Concerned:

As you are aware, the KACo Claims Department is the property/casualty claims administrator for the Kentucky Association of Counties All Lines Fund (KALF). The Campbell County Fiscal Court is a member of this Fund.

The purpose of this letter is to inform you that KALF will provide all Campbell County Fiscal Court Defendants with a defense to the Plaintiff's allegations. KALF provides this defense under a Reservation of Rights to disclaim any obligation to indemnify Campbell County Fiscal Court or its board members/employees in their official and/or individual capacity for any damages claimed that are not covered by the coverage agreement provided by KALF.

KALF has assigned Hon. Jeffrey Mando to defend this action that was filed on May 25, 2022. Counselor Mando can be reached at 859-394-6200.

In the Complaint the Plaintiff alleges in part the following relating to the May 17, 2022 primary election for Office of Campbell County Commissioner:

- Unlawful electioneering in violation of KRS 117.235
- Corrupt Practices , Gifts in consideration of a vote

Plaintiff is seeking a decree and judgment voiding the election, temporary and permanent injunctive relief, attorney's fees and costs, and any/all other relief at law of equity for which the Petitioner may be entitled.

The legal representation is being provided under the **Elected Public Officials Legal Defense Coverage Form, Section C. Legal Defense for Claims Not Otherwise Covered.**

This form states:

ELECTED PUBLIC OFFICIALS LEGAL DEFENSE COVERAGE FORM

This Coverage Form explains **YOUR LEGAL DEFENSE COVERAGE**. The coverages referenced in this Coverage Form are:

Coverage A. Intentional Tort Defense

Coverage B. Public Officials Criminal Charges Defense

No obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Policy applicable to these coverages.

These coverages are subject to exclusions that restrict coverage. The amount **we** will pay is limited as described under **LEGAL DEFENSE LIMIT OF INSURANCE**. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Form the words **you** and **your** refer to the Named **Insured** shown in the Declarations, and any other person or organization qualifying as an **insured** under this Coverage Form. The words **we**, **us** and **our** refer to the company providing this insurance.

The word **insured** means any person or organization qualifying as such under **WHO IS AN INSURED (SECTION II)**.

Other words and phrases that appear in **bold** have special meaning. Refer to **DEFINITIONS (SECTION V)**.

SECTION I – COVERAGES

A. INTENTIONAL TORT DEFENSE

1. Insuring Agreement

We will defend any **suit** seeking **damages** against an **insured** because of or as a result of an **intentional tort** resulting in **personal injury, bodily injury, property damage or advertising injury** to which this Coverage Form applies. This Coverage Form applies only to **personal injury, bodily injury, property damage and advertising injury** that occurs during the Policy Period. The **personal injury, bodily injury, property damage or advertising injury** must be caused by an **intentional tort**. The **intentional tort** must take place in the **coverage territory**. **We** will have the right and duty to defend any **suit** to which this Coverage Form applies, seeking those **damages**; but:

- a. we may investigate any intentional tort and settle any claim or suit at our discretion; and
- b. our right and duty to defend ends when we have used up the applicable Legal Defense Limit of Insurance in the payment of the costs and expenses of defense under Coverage A. Intentional Tort Defense, and/or Coverage B. Criminal Charges Defense Liability; and
- c. we shall not be liable to indemnify you, nor shall we pay, that portion of any judgment or claim that has been found to be the result of an intentional tort.

C. LEGAL DEFENSE FOR CLAIMS NOT OTHERWISE COVERED

We will defend any judicial or administrative proceeding filed against the Named **Insured** shown on the Declarations Page, Insurance under Coverage C. Legal Defense for Claims Not Otherwise Covered shall not apply to any judicial or administrative proceeding involving unemployment insurance, workers' compensation or that is otherwise covered under this or any other policy issued by **us**. The most we will pay under Coverage C. Legal Defense for Claims Not Otherwise Covered is \$50,000.

SECTION II - WHO IS AN INSURED

Your elected public officials and county appointed planning and zoning board members acting within the scope of their employment with the **insured**.

SECTION V - DEFINITIONS

Damages - monetary judgments, awards and settlements including back pay and front pay. However, **damages** do not include:

a. civil or criminal fines, sanctions, penalties, forfeiture, an award of court costs, an award of attorney's fees, or a fine, penalty or other award imposed pursuant to the Kentucky Open Records Act or the Kentucky Open Meetings Act;

b. injunctive or equitable relief (excluding land use planning or municipal zoning);

c. punitive damages; or

d. disgorgement of salary, wages or other compensation by any of your elected officials.

As the **damages** that are being sought are excluded by the definition of damages, there is no obligation for KALF to pay or indemnify should a monetary judgment or attorney fees/costs be awarded.

Also, under this endorsement, the limit of coverage is limited to \$50,000 for legal services rendered. Although it is unlikely, should our legal expenses exceed \$50,000, all legal fees/expenses exceeding this amount would be the responsibility of the various defendants.

KALF reserves the right to assert additional reasons for disclaiming any duty to defend, and nothing omitted or contained herein shall be deemed a waiver of KALF'S right to assert additional grounds for disclaiming coverage for this matter, whether now known or discovered in the future.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Lee Money
Senior Litigation Adjuster

Cc:
KACo
Ms. Crystal Hellard (*via email*)
400 Englewood Drive
Frankfort, KY 40601

Jeffrey C Mando (*via email*)
Adams Law
40 West Pike Street
Covington, KY 41012

Steven Franzen
County Attorney
319 York Street
Newport, KY 41071