Kentucky Supreme Court
Cases of Note
September-October, 2014

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1. Hold down the control ("Ctrl") key and click on the link.
2. Right-click on the link and select "Open Hyperlink".

TORTS

Rueben J. Wright, et al. v. Kim Carroll, et al.
2013-SC-000528-DG October 23, 2014
Opinion of the Court by Justice Scott. All sitting. All concur. Appellants, Reuben J. Wright and Matthew Keeton Trucking, sought discretionary review by the Supreme Court of the Court of Appeals' opinion which held that the trial court abused its discretion by not granting a directed verdict in favor of Appellee, Kim Carroll. The Supreme Court granted discretionary review and affirmed the Court of Appeals, holding that when a motorist enters the opposite lane of traffic and an accident results, that motorist is presumptively negligent. To rebut the presumption, the motorist must present evidence that his presence in the wrong lane of traffic was not the result of either his own negligence or a situation that the motorist could have reasonably anticipated. Because vehicles stopped at an intersection is a normal traffic condition that Wright could have reasonably anticipated, the Supreme Court held that Wright failed to rebut the presumption of negligence. Thus, Carroll was entitled to a directed verdict on the issue of Wright's liability and the case was remanded to the trial court for retrial on the issue of damages.

WORKERS COMPENSATION

Kentucky Uninsured Employers' Fund v. Julian Hoskins, et al.
2012-SC-000008-WC September 18, 2014
Opinion of the Court by Justice Venters. All sitting; all concur. Workers' Compensation; Employee Leasing Companies; Loaned Servant Doctrine. The Workers' Compensation Board and the Court of Appeals concluded that an injured truck driver was not an "employee" of the employee leasing company that contracted with his employer for worker's compensation coverage because the truck driver had no knowledge of employee leasing arrangement, applying the loaned servant principle that no "contract of hire" can exist where the employee has no knowledge of his employer ("An employee, for compensation purposes, cannot have an employer thrust upon him against his will or without his knowledge.") Consequently, the leasing company's workers' compensation carrier was not liable for the truck driver's workers' compensation benefits, and that liability shifted to the UEF. Upon appeal, the Supreme Court reversed. Held: 1) The common law loaned servant doctrine does not apply to an employee leasing arrangement as defined in KRS 342.615, and thus the employee's lack of knowledge about his leasing company employer does not negate the existence of a "contract of hire;" 2) In the context of an employee leasing arrangement, KRS 342.615, which contains no requirement that employee have notice of the leasing arrangement, supersedes common law loaned servant doctrine; 3) KRS 342.640 requires that in order for there to be a "contract of hire," the employer must have actual or constructive knowledge of the employment relationship, not that the employee must have such knowledge.