Supreme Court Case Law Update

Justice Pamela R. Goodwine

Criminal Law

Case #1 (Criminal Law)

Defendant was indicted in Circuit Court on five separate cases, each with a felony count of trafficking in methamphetamine. As part of his conditional release on bond, defendant agreed to appear at the ensuing proceedings, which were administratively scheduled on the same date. After failing to appear at the scheduled court date, he was charged in five separate indictments of first-degree bail jumping, one for each underlying indictment scheduled to be heard that day, pursuant to KRS 520.070(1).

A motion to dismiss was filed by the Defendant on four of the bail jumping charges based on double jeopardy, arguing that he committed only one act of bail jumping by missing the one scheduled court date. The Commonwealth argued that defendant committed five acts of nonappearance by missing a court date in every single case, and the Circuit Court agreed, denying the motion to dismiss.

Ultimately, the Defendant entered a plea agreement but specifically reserved his right to appeal the double jeopardy issue. The Court of Appeals unanimously affirmed the trial court.

Was it error for the Commonwealth to bring five separate charges of bail jumping pursuant to KRS 520.070(1)?

Blair v. Commonwealth, 718 S.W.3d 687 (Ky. 2025)

No.

***Blair v. Commonwealth*, 718 S.W.3d 687 (Ky. 2025)**

In a 4-3 Opinion, the Court concluded that the denial of the motion to dismiss was proper because the unit of prosecution intended by the legislature in KRS 520.070(1) is the number of charges, not the number of scheduled court appearances. The Court affirmed the judgment and sentence of the Johnson Circuit Court.

The Court also determined that because the defendant was released on five separate bond orders, that constituted five separate promises to appear to answer each charge. As such, each failure to appear is connected to the underlying felony, making consideration of the number of charges and how those charges are presented to the court a relevant consideration. As explained in *Paulley v. Commonwealth*, 323 S.W.3d 715 (Ky. 2010), a single act may result in multiple charges.

Case #2 (Criminal Law)

Defendant was convicted of murder and first-degree assault. He appealed alleging amongst other arguments that the Commonwealth had improperly introduced expert witness testimony from a detective who had not been declared an expert pursuant to Kentucky Rules of Evidence (KRE) 702. The detective relied upon specialized training and utilized specialized software as part of his investigation that ultimately linked the defendant to certain locations.

Here, the detective had mapped the approximate locations of Hollingsworth's cell phone using Call Detail Records (CDR) which are records obtained from cell phone service providers showing the locations of cell phone towers with which a person's cell phone had connected at various times. These locations were used at trial.

Was it error for the trial court to admit the CDR mapping testimony of the detective?

No.

***Hollingsworth v. Commonwealth*, 718 S.W.3d 738 (Ky. 2025)**

In a unanimous 7-0 decision, the Supreme Court affirmed Hollingsworth's convictions concluding that CDR mapping testimony does not violate the prohibition found in KRE 701(c) against lay witnesses testifying on matters "based on scientific, technical, or other specialized knowledge within the scope of Rule 702," as long as the testimony and presentation is limited and does not go beyond the mapping of coordinates.

Additionally, the Court determined that disclosure of CDR mapping witnesses must fully comport with Kentucky Rules of Criminal Procedure (RCr) 7.24(1)(c) regarding "the witness's opinions, the bases and reasons for those opinions, and the witness's qualifications."

Case #3 (Criminal Law)

Two separate robberies occur in a city, whereby the defendant was arrested, charged and indicted separately. The defendant agreed to a plea deal that reduced the charges against him in the two cases, in exchange for serving a total of 30-years' incarceration. Although the legality of the sentence was questioned during sentencing, the defendant was sentenced in accordance with the plea agreement.

Eight years later, the sentencing is challenged via CR 60.02, arguing it violates KRS 532.110(1)(c). At the trial court level, relief is denied, finding the sentence to be legal.

The Court of Appeals reversed, finding the sentence was illegal and remanding for imposition of the remaining legal portion of the sentence: 20-years' imprisonment.

Did the plea agreement with a sentence of 30 years violate the maximum term allowed under KRS 532.080?

Yes.

Commonwealth v. Strunk, 718 S.W.3d 758 (Ky. 2025)

In a 5-2 decision, The Supreme Court affirmed the Court of Appeals, holding the defendant's sentence violated KRS 532.110(1)(c) because both robberies were sentenced at the same time meaning Strunk could only have been sentenced to a maximum of 20 years, the longest extended term which would be authorized by KRS 532.080.

The Court further held that because Strunk sought review of only his sentence, the proper remedy was remand for imposition of the remaining legal portion of the sentence, 20 years' imprisonment. Further, the Court notes there are two remedial paths, one to be followed where solely the sentence is under appeal and one where the conviction and sentence are appealed:

- As to the former, the proper remedy is vacating the illegal portion of the sentence and resentencing to the legal remainder.
- In the latter case, the proper remedy is remand for the opportunity to withdraw the plea and for full resentencing.

Case #4 (Criminal Law)

At a trial, where the Defendant was charged with murder, receiving stolen property, felon in possession of a handgun, and being a second-degree persistent felony offender, the Commonwealth introduced recorded jail phone calls during cross-examination. The calls contained incriminating information from the Defendant's conversations with various family members in the lead-up to the trial.

The defense objected to the introduction of the phone calls by the Commonwealth, but the trial court allowed them to be used.

Ultimately, the Defendant was convicted on the charges and received a life sentence. His appeal as a matter of right followed, raising amongst other issues that the failure by the Commonwealth to disclose the phone calls prior to cross examination prejudiced his ability to prepare a defense.

Was it error for the trial court to admit the jail phone calls on cross-examination of the Defendant?

Yes.

Brown v. Commonwealth, 723 S.W.3d 667 (Ky. 2025)

In a 7-0 unanimous decision overturning the conviction, the Supreme Court concluded that the Commonwealth's failure to disclose the calls prejudiced Brown's ability to prepare a defense because Brown 1) may not have agreed to forego bifurcation of the gun charge, 2) may have decided not to testify at trial, and/or 3) may have anticipatorily addressed the calls during his direct examination had he known the Commonwealth planned to use them.

The Court also found that both comments by the prosecutor in voir dire predicting that Brown would testify and questioning during cross-examination of Brown as to why he had not previously told his story of the events violated Brown's right to remain silent.

Case #5 (Criminal Law)

At the trial court level, a prosecution for first-degree rape, first-degree sodomy, first-degree strangulation, fourth-degree assault, terroristic threatening, and being a first-degree persistent felony offender was on-going. The defendant was alleged to have committed these crimes against the victim in a hotel room. Later that evening, the victim was able to call 911 and report the rape and assault.

The Commonwealth filed a motion in limine regarding the footage from the police officer's body worn camera of their interview with the victim shortly after they responded to her 911 call. In it, they express doubt about her truthfulness. The Commonwealth requested that the trial court "prevent witness's opinion about the truth of the testimony of another witness, specifically opinions of officers heard in the body worn camera worn by the officers."

Defense opposed the motion on the basis that an officer should be able to give a lay opinion based on first-hand observation. Each side argued that the case of *Lanham v. Commonwealth*, 171 S.W.3d 14 (Ky. 2005), supported their position as to whether this portion of the body camera video footage should be excluded or admitted, seeking to exclude portion of police officer's body camera video that contained officer's opinion that alleged victim was not truthful when she described defendant's attack on her.

The trial court denied the motion in limine. The Court of Appeals subsequently reversed and remanded, with the Defendant seeking discretionary review.

Should the officer's recorded opinion in the BWC, regarding the victim's veracity be excluded?

Yes.

Hartsfield v. Commonwealth, 730 S.W.3d 878, 885 (Ky. 2025)

The Kentucky Supreme Court affirmed the Court of Appeals, concluding it could properly review an evidentiary ruling regarding a police body camera video recording which was not made part of the record because its analysis of a pure legal issue could properly be conducted without reviewing the video, even if the Commonwealth fails to identify specific statements that were objectionable or to play police officer's body camera footage of such statements at hearing on its motion in limine.

The Court ruled that as a matter of law: “if the statements contained [in such a recording] would not be appropriately admitted if testified to by a sworn witness at trial under our evidentiary rules, they cannot be admissible simply because they were recorded.” Thus, they are inadmissible here.

Additionally, they ruled it was improper for a trial court to require admission of a full video recording into evidence for “completeness.” If any portion of a recording is requested to be admitted into evidence, the admissibility of the recording must be governed by the Kentucky Rules of Evidence and any portions of the recording that are inadmissible must be excluded.

Civil Procedure

Case #6 (Civil Procedure)

Plaintiff filed a products liability suit in the Circuit Court alleging that he was injured in Kentucky by a firearm manufactured by Utah-based Bearman Industries and distributed in Kentucky by a third-party distributor. The company made available for sale multiple firearm models in Kentucky, with profits derived from their sale.

The trial court dismissed the claim, concluding that it could not exercise personal jurisdiction over Bearman.

The Court of Appeals affirmed.

The Supreme Court granted discretionary review.

Does the long-arm statute bring Bearman Industries within the personal jurisdiction of the Circuit Court here in the Commonwealth, despite being a Utah based company?

Yes.

Braun v. Bearman Indus., LLC, No. 2024-SC-0277-DG, 2025 WL 2998495 (Ky. Oct. 23, 2025)

In a unanimous decision, the Supreme Court reversed in part and remanded to the trial court. The Court first concluded that the evidence was sufficient to bring Bearman within the long-arm statute. More particularly, the Court noted the evidence showed at least 60 firearms manufactured by Bearman were available for purchase in the Commonwealth on a single day, and that Bearman thus derived substantial revenue from the use of its firearms in Kentucky.

The Court further found that an assertion of personal jurisdiction over Bearman would not offend due process if Bearman was not only aware its firearms would be distributed in Kentucky but also engaged in further conduct showing a specific intent or purpose to serve the Commonwealth, such as an agreement with a distributor to specifically distribute Bearman's firearms in the Commonwealth.

At the same time, the Court concluded that Bearman's failures to meet its discovery obligations had prevented the plaintiff from having an ample opportunity to make such a showing and therefore remanded the matter to the trial court to provide the plaintiff with such an opportunity.

Family Law

Case #7 (Family Law)

A child's grandmother cohabited with her life-long partner and together they raised the grandchild from birth after it was removed from the birth parents due to a Dependency, Neglect, and Abuse (DNA) case. Grandmother also qualified as child's de-facto custodian.

The child's birth mother later engaged in litigation against the grandmother for several years, ultimately being granted unsupervised visitation. After grandmother dies, the life-long partner of grandmother who helped to raise the child from birth, sought to intervene in the custody case, requesting temporary emergency custody. He goes on to seek permanent custody of the child on the basis that he was child's joint de-facto custodian along with the grandmother and it was in child's best interest to remain with him after living with the couple for years.

The family court disagreed that he had standing and awarded custody to the mother without an evidentiary hearing. The Court of Appeals affirmed on the basis that the motion to intervene was untimely and he could not gain de facto status alongside the birth mother.

Should the child be placed back with the birth mother rather than the de-facto custodian who helped raise the child?

No

Lemaster v. Stiltner, 718 S.W.3d 840 (Ky. 2025)

In a 4-2 decision, the Supreme Court reversed, concluding that the trial court should have granted Lemaster's (de-facto custodian/life-long partner of grandmother) motion to intervene, holding that as a matter of law, Lemaster could gain de-facto status alongside grandmother where they were acting together as child's parents in one household. Based on such potential status and the procedural posture of the custody case, intervention was appropriate.

Accordingly, Lemaster sufficiently established he has standing to pursue custody of child and pled a sufficient basis for custody or visitation based on being child's de facto custodian. On remand, the family court would be required to hold an evidentiary hearing to determine whether Lemaster can establish his status as child's *de facto* custodian, and if so, the family court should consider the type of custody, timesharing, or visitation arrangements that are in the best interest of child.

Insurance Law

Case #8 (Insurance Law)

Plaintiff, who is now deceased, was incarcerated for twenty-eight years for a murder that DNA evidence later proved he did not commit. He was released from prison in 2015 and soon after filed a 42 U.S.C. § 1983 action against the City of Newport, and past and present employees of the Newport Police Department in federal court, alleging several claims, including malicious prosecution.

Westport Insurance insured the city of Newport from July 1, 1997, to July 1, 2000, through three consecutive one-year policies, each of which included a law enforcement liability endorsement. Westport initiated the underlying action in state court to determine whether it had a duty to defend or indemnify Newport. The trial court granted summary judgment in Westport's favor, holding that deceased plaintiff's estate claims did not trigger its policies.

The Court of Appeals affirmed.

Was the policy triggered based on the allegations of deceased plaintiff, including malicious prosecution?

No.

Colemon v. Westport Ins. Co., 727 S.W.3d 371 (Ky. 2025)

In a unanimous decision, The Supreme Court affirmed the Court of Appeals because Virgil's (deceased plaintiff) alleged personal injury did not occur during the Westport policy period. The Court held the Westport policy was an occurrence-based policy because coverage was triggered by personal injuries that occurred during the policy period. For coverage to be triggered, Virgil's injury had to occur between July 1, 1997, and July 1, 2000. Under the policies, "occurrence" was defined as any "personal injury" arising out of an enumerated offense, including malicious prosecution.

The Court looked to other jurisdictions to determine that the tort of malicious prosecution "occurs" for insurance coverage purposes at the time the underlying criminal charges are filed. Because the charges against Virgil were filed in 1987, his alleged personal injury occurred more than a decade before Westport's coverage period.

Case #9 (Insurance Law)

An insurance coverage dispute arose, stemming from a fatal motor vehicle accident. After being served alcohol at "Roosters" and "Horseshoes" restaurants, J.B. drove the wrong way on I-75 and collided with a vehicle, killing himself and five members of a family. The estates of the family filed dram shop and negligent training claims against the owners/operators of Roosters who were insured by Grange Insurance Company under two policies:

- 1. Businessowners Policy (BOP): A primary policy providing a $1,000,000 limit for liquor liability (undisputed by both parties).
- 2. Commercial Umbrella Policy (CUP): A secondary policy designed to supplement the BOP.

At the end of the CUP, end of the CUP, it states that this "replaces" the policy's original liquor liability exclusion (which initially contained an exception that allowed for liquor liability coverage).

Roosters sought a declaratory judgment against Grange, arguing that the term of the CUP either modified the policy to include umbrella liquor coverage or was structurally ambiguous and should be interpreted in their favor. Grange argued the endorsement excluded coverage. The trial court granted summary judgment in favor of Roosters, ruling that looking at the policies in totality, this portion of the CUP was ambiguous, noting that the purpose of an umbrella policy is to supplement underlying coverage once exhausted.

The Court of Appeals reversed the decision, ruling in favor of Grange. It determined that the word "replace" is completely unambiguous, meaning CU 47 effectively deleted the original clause that allowed for coverage, thereby entirely excluding liquor liability from the umbrella policy.

Was the clause unambiguous?

Yes.

Georgetown Chicken Coop, LLC v. Grange Ins. Co., 723 S.W.3d 793, 795 (Ky. 2025)

In a 6-0 decision, the Supreme Court affirmed the Court of Appeals in holding the endorsement was unambiguous and precluded liquor liability coverage. The endorsement plainly states the original liquor liability clause was "replaced by" the new provision in the endorsement.

When an endorsement policy acts to delete language from a policy, a court must not engage in judicial editing by considering the deleted language in its interpretation. Otherwise, the endorsement would be meaningless.

Torts

Case # 10 (Immunity/Tort Liability)

A company manufactures resin capsules and other products for use in the mining, construction, and energy industries at its plant located in Kentucky. The company sourced its limestone filler from a company in Tennessee. To transport the limestone from Tennessee, they entered into a transportation services agreement with a transportation company.

T.J. was employed by the transportation company and made frequent deliveries to the manufacturer. On one occasion, T.J. was severely injured by an unsecured rolling cart at the manufacturing facility. He obtained workers' compensation benefits from the transportation company and filed suit against the manufacturer for negligence in the circuit court.

The trial court entered summary judgment in favor of the manufacturing company, concluding they were entitled to "up-the-ladder" immunity under KRS 342.610(2)(b) because the delivery of raw materials was a "regular or recurrent" part of their business.

The Court of Appeals reversed.

Is the manufacturing company entitled to “up the ladder” immunity under KRS 342.610(2)(b)?

Yes.

Minova USA, Inc. v. Jolly, No. 2024-SC-0169-DG, 2026 WL 491752 (Ky. Feb. 19, 2026)

In a 5-2 decision, the Supreme Court reversed the Court of Appeals and reinstated the trial court's judgment. After reviewing the record and caselaw, the Supreme Court concluded the relationship between Minova (manufacturing company) and Tom Jolly, on behalf of Trimac (transportation company), involved regular or recurrent work assumed by contract in the form of substantial services exceeding those normally incident to an agreement of purchase and sale.

Thus, no genuine issue of material fact existed and Minova was entitled to judgment as a matter of law.

State Constitutional Law

Case # 11 (State Constitutional Law)

A Colorado religious nonprofit corporation is organized exclusively to promote the religious purposes of Restoration Movement Christian Churches and Churches of Christ. The foundation generates revenue through gifts, bequests, and the sale of securities upon which interest is paid, to fund loans and provide financing to affiliated churches.

The foundation applied for an exemption under Section 170 of the Kentucky Constitution which provides in pertinent part, "[t]here shall be exempt from taxation . . . real property owned and occupied by . . . institutions of religion[.]" A County Property Valuation Administrator (PVA) denied the application. The denial of the exemption was affirmed by the County Board of Assessment Appeals whose decision was subsequently affirmed in turn by the Kentucky Board of Tax Appeals.

Upon judicial review, the circuit court reversed the Tax Board and held the foundation was entitled to the exemption. The Court of Appeals affirmed the opinion and order of the circuit court. The Supreme Court granted discretionary review.

Is the religious foundation entitled to the tax exemption under Section 170 of the Kentucky Constitution?

No.

Dunn v. Solomon Found., 723 S.W.3d 711 (Ky. 2025)

The Supreme Court reversed the Court of Appeals and remanded to the McCracken Circuit Court with instructions to reinstate the denial of the exemption. The Court interpreted the phrase "institutions of religion" under Section 170 to mean any church, religious sect, society, or denomination.

Although Solomon's (religious foundation) motivations may arguably be laudable, benevolent, and religiously motivated or affiliated, as an institution, the Court concluded that Solomon is not itself a church, religious sect, society, or denomination for the purpose of the property tax exemption under Section 170 and thus did not qualify for an exemption under Section 170.

Land Use & Zoning

Case # 12 (Zoning & Religion)

A local community's Board of Adjustment granted a conditional use permit and set-back variances for a Catholic church to construct a prayer grotto on adjacent leased property. Neighbors to the church challenged the permit as impermissible under the local zoning ordinance. The local circuit court granted summary judgment in favor of the church, finding the local Board did not act arbitrarily under the *American Beauty* test, and the Board otherwise provided sufficient due process, and its decision was supported by substantial evidence.

The neighbors appealed to the Court of Appeals, which reversed the circuit court, holding that the Board exceeded its statutory authority and that enforcing the zoning ordinance to prohibit the prayer grotto did not violate the Religious Land Use and Institutionalized Persons Act (RLUIPA). While the restriction may make practicing religion more difficult, the ordinance itself was "not inherently inconsistent" with Catholic religious beliefs.

The church appealed to the Supreme Court and discretionary review was granted.

Did the local zoning ordinance against the prayer grotto violate the Religious Land Use and Institutionalized Persons Act (RLUIPA)?

No.

Missionaries of Saint John the Baptist, Inc. v. Frederic, 727 S.W.3d 400 (Ky. 2025)

In a 6-1 decision, the Supreme Court determined the denial of a church's request to build an outdoor grotto did not violate RLUIPA, affirming the Court of Appeals. The Court adopted the Sixth Circuit's *Livingston* framework to determine if the zoning ordinance imposed a "substantial burden" on the church's religious exercise. Applying this test, the Court found no substantial burden existed.

The church had a feasible alternative to build a smaller grotto on its own existing property. Further, the Court held the ordinance did not violate RLUIPA's "equal terms" provision. The zoning code treated religious and nonreligious assemblies equally, requiring secular institutions to also be located on arterial streets. Ultimately, the permit for the grotto was vacated.

Worker's Compensation

Case # 13 (Worker's Compensation)

A woman was injured while working for a local County Board of Education in 1993. She was awarded workers' compensation benefits, including future medical benefits. After using hydrocodone for approximately thirty years, as prescribed by her treating physician, the County Board of Education initiated a medical fee dispute contesting whether the prescription was compensable.

The Administrative Law Judge (ALJ), in applying the Official Disability Guidelines (ODG), a primary standard of reference for healthcare providers in determining which treatments are medically necessary for workplace injuries, determined the prescription was not recommended for long term use and therefore non-compensable.

The Workers' Compensation Board and Court of Appeals agreed. The Supreme Court granted discretionary review.

Was it constitutional for the Workers Compensation Board to apply the Official Disability Guidelines (ODG), adopted in 2018, to the compensability of appellant's Hydrocodone prescription to treat a workplace injury for which an ALJ awarded benefits in 1995?

Yes.

Howell v. Floyd Cnty. Bd. of Educ., 723 S.W.3d 778 (Ky. 2025)

In a unanimous decision, the Supreme Court recognized that, as commanded by statute, the Department of Workers' Claims adopted the ODG as its treatment guidelines to facilitate safe and appropriate treatment of work-related injuries. The Court further held that the adoption of the ODG does not alter the substantive rights of the parties, but rather controls the evidentiary framework in which those rights are adjudicated.

As such, the statute directing the Department to adopt treatment guidelines is a remedial statute and did not alter Howell's substantive rights. Howell also argued the ODG does not apply to her claim because she was injured before the ODG was adopted, but the statute expressly states the ODG applies to all injuries, regardless of when they occurred. Further, Howell posited that she had a vested right in receiving certain treatment for her injury, i.e., Hydrocodone here but the Court explained that medical treatments are inherently fluid.

Finally, the Court rejected Howell's claim that application of the ODG violated due process or equal protection, noting that claimants have access to the ODG, which governs their claims, and emphasizing that Howell failed to demonstrate that she was treated differently than any other workers' compensation claimant.

Case #14 (Worker's Compensation)

A mineworker suffered occupational hearing loss resulting from exposure to loud noise during his employment with a coal company. He had worked for the same company at a mine in Kentucky for sixteen years. When that mine shut down, the worker transferred to a mine in Alabama, still working with the same company for another nine (9) months before retirement.

Eventually, he filed a claim with the Workers' Compensation Board, which affirmed an Administrative Law Judge's finding that the hearing loss injury occurred on his last day working in Kentucky for the company.

Kentucky Employer's Mutual Insurance appealed to the Court of Appeals, arguing that Kentucky jurisdiction over the worker's occupational hearing loss claim is improper and that his injury date should be the last date of employment in Alabama.

The Court of Appeals affirmed the Board's decision, explicitly finding that extraterritorial coverage pursuant to KRS 342.670 was inapplicable here because Stidham worked for a Kentucky company when his cumulative hearing loss injury manifested.

Was it error for the ALJ to find the date of claimant's hearing-loss injury was the date he was last injuriously exposed to hazardous noise while working in employer's coal mine in Kentucky?

No.

Kentucky Employers' Mut. Ins. v. Clas Coal Co., 724 S.W.3d 710 (Ky. 2025)

The Supreme Court affirmed the Court of Appeals, holding that KRS 342.7305(4), a one-year working requirement with an employer before that employer could be exclusively liable to pay benefit, created a rebuttable presumption that the hearing loss injury occurred while working for Clas Coal Company in Kentucky.

This was the last employer with whom Stidham was "injuriously exposed to hazardous noise for a minimum duration of one (1) year," and substantial evidence supported the Administrative Law Judge's finding that the injury occurred on that date, and thus Kentucky had jurisdiction over the hearing-loss claim.

Contracts

Case #15 (Contract)

A city government and the Fraternal Order of Police (FOP) Lodge entered into a collective bargaining agreement (CBA) containing a grievance procedure, an arbitration clause, and a clause that required the city to provide for the defense of a member in any tortious claims arising from an act occurring within the scope of employment.

A city police officer was a member of the FOP and subject to the CBA. Pursuant to that agreement, when a civil complaint was filed against him for sexual assault, the city provided him legal representation under a reservation of its rights. The officer filed a grievance against the city after he heard a rumor that it intended to abandon his defense in the civil suit. (At the time, the city was still providing that defense.)

The city denied the grievance, and the officer and the Lodge thereafter filed a complaint in circuit court to compel arbitration. The city filed a compulsory counterclaim seeking a declaration of its rights that it had no obligation to defend and indemnify the officer because the alleged sexual assault occurred when he was not on duty. The circuit court granted summary judgment in favor of the city, ruling that the issue of whether initial refusal to arbitrate was moot, as the city had provided the officer a defense until the litigation settled, while concluding that the grievance failed to assert a viable claim. The lower court also found that the city did not have a duty to defend or indemnify the officer because his actions occurred outside the scope of his employment.

Did the city breach the Collective Bargaining Agreement (CBA) with the FOP Lodge?

No.

Fraternal Order of Police, Lodge #4 v. Lexington-Fayette Urb. Cnty. Gov't,

718 S.W.3d 633 (Ky. 2025)

The Kentucky Supreme Court held that LFUCG (the city) did not breach the parties' CBA when it denied the grievance filed by Morrow (the officer) and the Lodge because the grievance sought to compel LFUCG to do something it was already doing.

Further, under the United States Supreme Court's "Steelworkers Trilogy" and *United Brick & Clay Workers of Am., Local No. 486 v. Lee Clay Prods. Co., Inc.*, 488 S.W.2d 331, 334 (Ky. 1972), the Court vacated the portion of the circuit court's decision that ruled on the merits of LFUCG's counterclaim and remanded with instructions to order the parties to submit to arbitration to determine whether Morrow was entitled to a defense and indemnification by LFUCG pursuant to the CBA.

The Court reasoned that the CBA required the parties to submit "any controversy" about "the meaning and application of" the agreement, and LFUCG's counterclaim raised a controversy about the application of the CBA's provision obligating LFUCG to provide a defense under certain circumstances.

Government

Case #16 (Government)

The General Assembly passed SB 4 in April 2021, regulating when no-knock warrants can be issued in the Commonwealth; principally imposing a clear and convincing evidentiary standard as opposed to the probable cause standard, and restricting the availability of no-knock warrants to only those people suspected of violent crimes or who have previously committed violent crimes. There must also be clear and convincing evidence of a danger to life or destruction of evidence, and no-knock warrants may only be executed between 6 am and 10 pm absent exigent circumstances.

A local city government passed an ordinance banning no-knock warrants in June 2021.

An FOP Lodge filed suit challenging the ordinance on several grounds. The trial court held there was no express or implied conflict between the ordinance and SB 4 but dismissed the lawsuit for other reasons. The Court of Appeals reversed but did not explicitly hold there was a conflict either.

As the central issue of the case, was there a conflict between the city's ban on no-knock warrants and SB 4?

Yes.

Lexington-Fayette Urb. Cnty. Gov't v. Fraternal Ord. of Police, Bluegrass Lodge #4, 723 S.W.3d 742 (Ky. 2025)(

The Supreme Court reversed the Court of Appeals and affirmed the trial court's dismissal but only on the grounds that the ordinance conflicts with the statute. Under an implied preemption analysis, if it is impossible to simultaneously enforce both laws then there is a conflict.

LFUCG (the city) conceded at oral argument that a police officer who seeks a no-knock warrant pursuant to the statute would be in violation of the ordinance. That is a conflict.

The Supreme Court made clear that an implied preemption analysis requires the judiciary to ask, "can the class of persons affected by these laws comply with both simultaneously?" Compliance with the statute must not entail a violation of the ordinance and compliance with the ordinance must not entail violation of the statute. If either occurs, there is a conflict, and the ordinance must be struck down as void. Since the former occurs here, the ordinance conflicts and must be struck down.

Thank you for attending!