



ERNEST H. JONES, II

Member
hjones@sturgillturner.com

EDUCATION

University of Kentucky, J. D. (1973)
University of Kentucky, B.S. (1970)

SERVICE AREAS

Torts & Insurance
Mediation

AFFILIATIONS

Kentucky Defense Counsel: Board of Directors (1984-1989, 1992-1999); President (1988-1989, 1997-1998)
Defense Research Institute: Kentucky Representative (2000-2002)
American Board of Trial Advocates
Central Kentucky American Inn of Court
Fayette County Bar Association: Sergeant-At-Arms; Board of Governors (1975-1976)
Bowling Green-Warren County Bar Association
Kentucky Bar Association
National Academy of Distinguished Neutrals
Association of Attorney-Mediators

ACCOLADES

Best Lawyers in America® Insurance Law Lexington Lawyer of the Year (2014)
Best Lawyers in America®: Insurance Law
Kentucky Super Lawyers®: Civil Litigation Defense, Insurance Coverage, Personal Injury Defense: General
AV Preeminent® Peer Review Rated by Martindale-Hubbell®
Litigation Counsel of America, Fellow
Mediation Center of Kentucky, Certified Mediator
DRI Exceptional Performance Citation (1989 & 1998)

Hank's primary area of practice is insurance litigation, representing major insurance companies and third party administrators in all aspects of insurance litigation, including motor vehicle accidents, premises liability (slip and fall cases and swimming pool accidents), catastrophic injury claims (brain and spinal cord injuries), products liability cases, arson and fraud claims, coverage analysis, and extra-contractual liability and "bad faith" claims. He has represented insurers and insureds in over 90 of Kentucky's 120 counties and tried cases in over 60 of Kentucky's counties. Additionally, Hank is a certified mediator and has mediated cases in the above areas of practice since 1999.

SEMINARS

Ethical Mediation, Kentucky Defense Counsel, Inc.'s Spring Seminar on The Art of Negotiation (2018)
Recognize an Unreasonable Third-Party Demand; How to Respond to a Potential Bad Faith Set-Up; Defenses in a Bad Faith Suit; and Ethics presentations for the National Business Institute's "Insurance Bad Faith 'Set-Up' in Ky." CLE (2018)
Ethics in Mediation, presentation for the Association of Attorney-Mediators Advanced Attorney-Mediator Training (2017 & 2018)
Mediation: Nuts & Bolts, Kentucky Bar Association New Lawyer Program (2017 & 2018)
Consent Judgments & Forbearance Agreements, Kentucky Justice Association's Bad Faith in Kentucky CLE (2016)
Professional Responsibility: Dealing with Ethical Challenges in Your Practice, KBA Kentucky Law Update CLE (2015)
Voir Dire and the Art of Asking the Right Questions, Voir Dire & Jury Selection NBI CLE (2015)
Jury Selection Strategy, Voir Dire & Jury Selection NBI CLE (May 2015)
Social Media Use and Other Complex Jury Issues, Voir Dire & Jury Selection NBI CLE (May 2015)
Ethical Considerations in Jury Selection, Voir Dire & Jury Selection NBI CLE (2015)
The Upcoming Role of Mediation in Kentucky, KBA Kentucky Law Update CLE (2014)

Practical Tips for Jury Selection in Civil Litigation, KBA Kentucky Law Update CLE (2014)

Effective (and Ineffective) Mediation Strategy and Presentation from a Mediator's Perspective, KBA Kentucky Law Update CLE (2013)

PUBLICATIONS

Litigating the Declaratory Judgment Action, DRI's In House Quarterly (Fall 2015)

EXPERIENCE

Danny Knox vs. Housewarmings; Trane, U.S., Inc., et al., Powell Circuit Court, Civil Action No. 12-CI-00092. Counsel for propane gas supplier in explosion resulting in three deaths.

American Automobile Insurance Co. vs. Paul Bariteau, et al., U.S. District Court, Western District of Kentucky at Louisville, Civil Action No. 3:11-CV-194-H.

The Nature Conservancy v. Sims, USDC, EDKY, 07-CV-00112.

Sherrod v. CRM, FCC, 11-CI-00046.

Layton Register vs. The Nature Conservancy, U.S. District Court, Eastern District of Kentucky at Lexington, Civil Action No. 13-cv-0007: This was a suit by a major donor seeking recovery of restricted gift from an international conservation organization.

Estep v. Peters, No. 2012-CA-943 (Ky. App.) (opinion citation: 2014 WL 2640607, Ky. App. June 13, 2014): Obtained summary judgment at trial court level based on the statute of limitations and application of *Gailor v. Alsabi*, 990 S.W.2d 597 (Ky. 1999) for estate of driver killed in automobile accident. Obtained dismissal at appellate level for the opposing party's failure to timely appeal a final and appealable order.

Neal v. Donelson, et al., 2013-CA-1370 (2013): Obtained summary judgment as to liability for an eye injury resulting from a firework on property owned by our client. Plaintiff's appeal was dismissed for failure to prosecute.

Chappell v. Transit Authority of the Lexington-Fayette Urban County Government (LexTran), et al., Fayette Circuit Court, Division 4, Civil Action No.: 10-CI-3051: Personal injury case, including allegations of a severe brain injury, involving collision between pedestrian and bus.

Moses v. Baker, 798 F. Supp.2d 863 (E.D. Ky. 2011): Represented an insurer on an underinsured motorist coverage issue in an Ohio policy and won summary judgment on two independent bases. The court agreed with our arguments that an "other owned vehicle" exclusion precluded coverage and that the plaintiff failed to show that the decedent was a "resident relative" entitled to coverage under the policy.

Hicks v. Linville, No. 09-385-JBC (E.D. Ky. Sept. 20, 2011): Represented an insurer on an underinsured motorist coverage issue in an Ohio policy, and obtained the plaintiff's agreement that Ohio law applied to the policy and required a set-off, which greatly reduced the exposure. Additionally, we obtained a ruling from the federal court that the plaintiff was not entitled to medical payments benefits because those damages were not sought in the complaint.

Coach v. First Time, Inc., Hardin Circuit Court, 08-CI-29 (2012): Obtained summary judgment, finding that the policies of our insurer and another insurer applied pro rata.

James v. Great American Insurance Group, Inc., Johnson Circuit Court, Case No. 07-CI-0351 (2010): Successfully obtained summary judgment in favor of insurance company client finding no coverage for the plaintiff's alleged claims against the putative insured due to an earth movement exclusion.