OPINION ENTERED: March 29, 2013

CLAIM NO. 201200266

RANDY ELLINGTON PETITIONER

VS. **APPEAL FROM HON. JONATHAN R. WEATHERBY, ADMINISTRATIVE LAW JUDGE**

KEMI
R & J CABINETS
and HON. JONATHAN R. WEATHERBY,
ADMINISTRATIVE LAW JUDGE RESPONDENTS

OPINION
AFFIRMING
* * * * * *

BEFORE: ALVEY, Chairman, STIVERS and SMITH, Members.

STIVERS, Member. Randy Ellington ("Ellington") appeals from the September 24, 2012, opinion and order of Hon. Jonathan R. Weatherby, Administrative Law Judge ("ALJ") and the October 26, 2012, order ruling on his petition for reconsideration. The ALJ determined Ellington was not personally covered by a workers' compensation insurance policy issued by Kentucky Employers Mutual Insurance

("KEMI") at the time of his December 17, 2010, injury. On appeal, Ellington argues the policy is ambiguous on its face and must be construed against KEMI.

The Form 101 indicates Ellington injured his "right leg [and] back" on December 17, 2010, in the following manner: "slipped & fell on ice landing on a corner of a concrete pad" while working for R & J Cabinets. Ellington is the sole owner of R & J Cabinets.

The Notice of Claim Denial indicates the claim was denied, in part, for the following reason:

> (b) The alleged injury did not arise out of and in the course of employment. Explain: Currently investigating.

On May 29, 2012, KEMI filed a Motion to Intervene as Party/Defendant citing coverage issues. The motion was sustained by order dated June 15, 2012.

The July 12, 2012, benefit review conference ("BRC") order lists the following contested issues: benefits per KRS 342.730; average weekly wage; TTD; and coverage under the Act. The parties stipulated Ellington's date of birth, he is a high school graduate, and he has specialized or vocational training as a "marine mechanic."

In the September 24, 2012, opinion and order, the ALJ provided the following summary relevant to the coverage issue:

The Plaintiff stated that he went through KEMI to obtain workers compensation insurance but had his policy through State Farm and his insurance agent was Don Mills. He stated that he received bills several times a month and then a yearly premium from KEMI for his workers compensation coverage. The premiums did change once he no longer had employees. He stated that he has been with KEMI since 2003 and that he received insurance policies yearly but did not read and review them. The Plaintiff stated that he believed that he was covered under his policy through KEMI for workers compensation coverage.

...

The Plaintiff had no employees in the year of 2010 but he paid his workers compensation coverage. A phone audit was performed by KEMI for that year. The Plaintiff stated that he had no employees in the year of 2011 and he financed his workers compensation coverage through his insurance agent. He stated that he has not had to subcontract his work since 2006 or 2007 and he could not recall receiving a refund check from KEMI any time after 2007. He did inform KEMI that he no longer had employees that were being paid but thought he was covered since he had been paying his premiums to KEMI for the past 11 or 12 years.

The Plaintiff stated that he used H & R Block to complete his tax returns though during his deposition he stated that he prepared them himself. He said that he meant to say he gathered the information and took it to H & R Block for them [sic] to prepare. The Plaintiff paid his employees with a personal check and provided them with a

1099. The Plaintiff again stated that he paid his premiums every month even when he didn't have employees under the assumption that he was covered by KEMI. On cross examination, Plaintiff did understand that his premiums would be higher depending on how many employees he maintained and the corresponding payroll of the company.

3. Jeremy Terry testified at the Formal Hearing as a witness for KEMI. Mr. Terry is the director of underwriting and described his duties as conducting the daily operations of the underwriting department for almost nine years. He reviewed the underwriting file for R & J Cabinets which were attached to the transcript as Exhibits "A" through "U". He stated that premiums are based on payroll but for a sole proprietor there is an additional flat charge for coverage. He stated that charge was the same whether the sole proprietor earned $300.00 or $30,000.00. He explained that typically an individual contacts an independent insurance agency to apply for workers compensation insurance through KEMI. An application is then submitted and it is assigned to an underwriter to determine the correct classification. The underwriter makes sure that no additional information is needed, assesses the appropriate premium and issues a policy.

The Plaintiff's company went through Don Mills of State Farm in Richmond, Kentucky and the original application was submitted online on April 27, 2006. Mr. Terry stated that documentation from a mail audit indicates that the Plaintiff is not included in the coverage of his policy. A checklist for the final audit was produced stating that the owner or any

officers are excluded from the policy. Mr. Terry stated that the paperwork entitled "The sole proprietor/partner/office and other exclusion endorsement" was changed to the KEMI 17, but the language stayed the same, with the only change being the number. The KEMI 17 entitled "Sole Proprietor, Partners, Offices [sic] & Others Exclusion Endorsement" states that the policy does not cover bodily injury to any person described in the schedule. The Plaintiff is listed as the only person in the schedule, as a sole proprietor (Exhibit E, # 16). He further stated that the Plaintiff currently has coverage of his business but is personally excluded from that coverage per KEMI 17. KEMI relied upon the exclusion of the Plaintiff when pricing his premium and the Plaintiff was never charged based upon any of his personal business earnings. Mr. Terry stated that if the Plaintiff had been included in the policy, his premiums would have been significantly higher. He stated that the standard flat rate charge of $46,500.00 produced a $1,144.00 policy charge. Had the Plaintiff been personally included, his premium would have been $7,200.00. The Plaintiff's renewal dates have never included a change to include coverage for himself as the owner.

On cross examination, Mr. Terry admitted that during the effective date of April 27, 2010 through April 27, 2011, the named insured is listed as Randy Ellington and R & J Cabinets. Mr. Terry stated that 94% of KEMI policy holders' [sic] premiums are below $5,000 and they are usually checked two years thereafter on new policies because the payroll is usually underestimated and there are additional premiums owed. When the Plaintiff was

> audited after the first year of coverage, a portion of his premium was returned but the second year he owed additional premium due to payroll.
>
> ...
>
> The business records and policy of KEMI for policy number 347002 from April 20, 2010 through April 7, 2011 and from April 27, 2011 through April 7, 2012 were introduced into evidence on behalf of the Defendant. KEMI and the Plaintiff had a contractual relationship and voluminous records were introduced, reviewed and considered into evidence. A complete copy of the policy was attached to the Formal Hearing transcript.
>
> 10. KEMI phone records and notes pertaining to the Plaintiff were introduced into evidence on behalf of the Defendant. These records were reviewed and considered into evidence. The records reveal contact and renewal issues of the Plaintiff. Numerous calls were made by both parties when arrangements were needed to pay premiums and when there was a change in the number of employees working for the Plaintiff.

The ALJ set forth the following findings of fact and conclusions of law on this issue:

> 11. Pursuant to KRS 342.012, an owner of a sole proprietorship such as the Plaintiff must specifically elect to be covered under a worker's compensation insurance policy by obtaining an endorsement electing said coverage and paying a significant amount of additional premium. Otherwise, as an entrepreneur, he is

free to take the risk of operating without personal coverage.

12. The intervening Defendant, KEMI, argues that there was no such endorsement and thus no coverage for the Plaintiff's injury.

13. The Plaintiff points out that the Schedule of Named Insureds and Work Places with which he was provided each year with his renewal listed him personally as well as R&J Cabinets thus indicating that he did have personal insurance coverage for work injuries such as the one at issue herein. Plaintiff asserts that this Schedule created an ambiguity regarding coverage that should be resolved in his favor pursuant to the Kentucky Supreme Court's decision in *Kentucky Employer's Mutual Insurance v. Shelby Lee Decker; d/b/a Shelby Lee Decker Trucking*, 2010 SC-000459-WC. Plaintiff contends that it was reasonable for him to believe that he had coverage because of the ambiguity created by the Schedule of Named Insureds and Work Places and because he had no employees at the time of his injury. He further asserts that it would be unreasonable for him to pay premium without employees.

14. *Decker* may be distinguished from this case because the Plaintiff in *Decker* never had employees at all and was determined not to be sophisticated enough to thoroughly understand his policy which contributed to the reasonableness of his belief that he had coverage. The Plaintiff in *Decker* also did not sign two audit forms which specifically indicate his lack of coverage as did the Plaintiff herein. The Plaintiff, Mr. Ellington, initiated coverage with KEMI in 2006 and did report having employees at that time.

The Plaintiff also continues to maintain coverage with KEMI and has only contract labor.

15. The ALJ finds that while there may have been some ambiguity due to the listing of the Plaintiff as a named insured, that ambiguity should have been clarified to the Plaintiff by the specific language of the policy which clearly states that he is not covered and by the individual audit forms that he specifically and individually signed which also clearly indicate that he personally was not covered. The audit form is a two-page document that required the Plaintiff to fill in the amount of payroll and number of employees that he had in a particular policy year and includes clear and unambiguous language indicating that Mr. Ellington was excluded from coverage. The Plaintiff is a high school graduate, has some vocational education as a marine mechanic and presented well at the final hearing. He is sophisticated enough to understand these documents unlike the Plaintiff in *Decker*.

16. The Plaintiff also clearly understands that his premiums were based upon the amount of payroll that he reported. The telephone records from KEMI indicate that the Plaintiff called on more than one occasion and informed KEMI that he had a reduction in payroll or no payroll at all in an attempt to reduce his premiums. The Plaintiff's own renumeration [sic] was also never used in the calculation of his premium and was not included in the audit forms that the Plaintiff filled out and personally signed. The Plaintiff's premium was based upon the payroll that was established after the

first three years and was not re-visited prior to the accident.

17. The representative from KEMI, Mr. Terry, credibly testified that due to the nature of the business and sheer volume of policyholders, that after an initial threshold is established, audits are not done every year for smaller accounts. It is also reasonable for the Plaintiff to want to maintain coverage even when business was slow in case he needed to add extra labor to complete or apply for a particular job. The KEMI phone records in fact indicate that the Plaintiff requested a certificate of insurance in April of 2010 so that he could be considered for a job with a roofing company.

18. Finally, the Plaintiff, after breaking his femur while working in his capacity for R&J Cabinets, did not inform anyone at the hospital that he had worker's compensation insurance coverage that would be responsible for payment. Rather, the Plaintiff testified that after surgery but while still in the hospital, he contacted his lawyer and referred inquiries regarding payment to him. The ALJ finds in light of all of the foregoing, that it is not credible that the Plaintiff believed that he had worker's [sic] compensation coverage at the time of his injury in light of the weight of the evidence to the contrary. The ALJ therefore concludes that there was no coverage for the work injury of December 17, 2010.

19. All other issues are therefore rendered moot.

In workers' compensation cases, the claimant bears the burden of proof and risk of nonpersuasion regarding every element of his or her claim. Durham v. Peabody Coal Co., 272 S.W.3d 192 (Ky. 2008). In order to sustain that burden, a claimant must put forth substantial evidence in support of each element. Id. This evidence has been likened to evidence that would survive a defendant's motion for a directed verdict. Id.

Kentucky law holds when the party with the burden of proof before the ALJ is unsuccessful, the sole issue on appeal is whether the evidence compels a different conclusion. Wolf Creek Collieries v. Crum, 673 S.W.2d 735 (Ky. App. 1984).

> The claimant bears the burden of proof and risk of persuasion before the board. If he succeeds in his burden and an adverse party appeals to the circuit court, the question before the court is whether the decision of the board is supported by substantial evidence. On the other hand, if the claimant is unsuccessful before the board, and he himself appeals to the circuit court, the question before the court is whether the evidence was so overwhelming, upon consideration of the entire record, as to have compelled a finding in his favor.

Id. at 734.

Compelling evidence is defined as evidence that is so overwhelming no reasonable person could reach the same

conclusion as the ALJ. REO Mechanical v. Barnes, 691 S.W.2d 224 (Ky. App. 1985). So long as any evidence of substance supports the ALJ's opinion, it cannot be said the evidence compels a different result and this Board cannot disturb the ALJ's determination. Special Fund v. Francis, 708 S.W.2d 641 (Ky. 1986).

Here, the Board cannot say the evidence compels a different result than that reached by the ALJ, as substantial evidence supports the ALJ's conclusion regarding lack of coverage. The evidence relied upon by the ALJ has been cited meticulously in the September 24, 2012, opinion and order, and this Board will not recite it again. We need only determine if substantial evidence supports the ALJ's conclusions.

The ALJ relied upon the fact there is no evidence in the record indicating Ellington elected to be included in a workers' compensation insurance policy pursuant to KRS 342.012(1). By virtue of KRS 342.012(2), this "inclusion shall be accomplished by the issuance of an appropriate endorsement to a workers' compensation insurance policy." There is no endorsement in the record indicating Ellington elected personal workers' compensation coverage during any of the policy years much less the relevant policy year spanning April 27, 2010, through April 27, 2011. Rather,

endorsements specifically excluding Ellington from workers' compensation coverage are in the record.

The ALJ also relied upon the "specific language in the policy which clearly states that [Ellington] is not covered" and by audit forms Ellington signed which also indicate he was not covered. A review of the relevant policy, effective April 27, 2010, through April 27, 2011, reveals a "Sole Proprietors, Partners, Officers, and Others Exclusion Endorsement." This endorsement specifically states as follows: "The policy does not cover bodily injury to any person described in the Schedule." This endorsement also states as follow: "The premium basis for the policy does not include the remuneration of such persons." Listed in the "Schedule" is the following: "Excluded Individual Name- Randy Ellington," "Excluded Individual Position- Sole Proprietor," "Excluded Individual Effective Date- 04/27/2010," and "Excluded Individual Expiration Date- 04/27/2011."

Also in the record are "Policyholder's Mail Audit" forms dated April 13, 2007, and April 14, 2008. The April 13, 2007, mail audit form for the policy period spanning April 27, 2006, through April 27, 2007, lists one unnamed employee with a gross payroll of $11,000. The April 14, 2008, audit form for the policy period spanning April

27, 2007, through April 27, 2008, lists one subcontractor or independent contractor named Alfred Smith. Both forms contain a chart entitled "Executive Officers/Partners/Owners" which contains the following information: "name and title"/"Randy Ellington Sole Proprietor," the effective dates of each policy, and "Included in Cov"/"n." Ellington signed and dated both mail audit forms.

Contained within the policy spanning April 27, 2010, through April 27, 2011, is an endorsement entitled "Schedule of Named Insureds and Workplaces." Listed in this endorsement is the following:

Randy Ellington
631 Waco Loop Rd.
Waco, KY 40385

R & J Cabinets
631 Waco Loop Rd.
Waco, KY 40385

The "final audit report" for the policy period spanning April 27, 2006, through April 27, 2007, was introduced into evidence. In this report, Ellington is listed as the owner, his salary is listed as "0", and under "Incl/Excl" is "EXCL." There are no audit forms filed in the record for the policy period relevant to the December 17, 2010, injury.

The ALJ also relied on the testimony of Jeremy Terry ("Terry") the director of underwriting for KEMI. Terry testified regarding the Final Audit Report and the policyholder's mail audits which specifically exclude Ellington. Terry also testified concerning the sole proprietor/partner/officer and other exclusion endorsement which was contained in every policy Ellington obtained. In 2010 the title of the endorsement changed to "KEMI 17" but the language of the endorsement remained the same. Concerning the policy in effect at the time of the December 17, 2010, injury, Terry testified as follows:

> Q: Thank you. Now, is there a provision in that policy which defines whether Mr. Ellington is or is not covered under his business' Workers' Compensation insurance policy?
>
> A: Yes, there is. There was- at that time the endorsement was changed to KEMI 17 just for the naming purposes only, the language remained the same. But the sole proprietor, officer, partner and other exclusion endorsement, and it says the policy does not cover bodily injury to any person described in the schedule. Mr. Ellington is listed as the only person in the schedule, as a sole proprietor. It has the date that he was excluded. And then the second line says, the premium basis for the policy does not include the remuneration of such person's- the wages of that person, or Mr. Ellington.

Regarding the premium charged for the policy in question, Terry testified as follows:

> Q: Now, what about money, did KEMI ever charge Mr. Ellington's business for his earnings or his own payroll?
>
> A: No, sir.
>
> Q: Never charged a dollar for any of his own personal business earnings?
>
> A: No, sir.
>
> Q: Did any of the policies that were issued at any time provide any coverage for claims made for on behalf of Mr. Ellington?
>
> A: No, sir.
>
> Q: And specifically, let me ask you about the year of the accident, specifically the year of coverage for [sic] December 17, 2010 accident. What about that policy? Did it provide any coverage for claims made for or on behalf of Mr. Ellington?
>
> A: No, it did not.
>
> Q: Now, you explained earlier that a Workers' Compensation insurance carrier uses payroll-
>
> A: Yes, sir.
>
> Q: - as part of the formulated prices?
>
> A: Yes, sir.
>
> Q: The policy. If Mr. Ellington had been included, what result would that have had on his premium cost?

> A: The premium would have been significantly higher. As I mentioned earlier, with sole proprietors who elect to be included, there's a flat payroll charge. That payroll at the time, in 2010, the flat payroll charge was $46,500 of payroll.
>
> Q: So as a result of no coverage for Mr. Ellington, was [sic] his business' premiums, or excuse me, were his business' premiums cheaper?
>
> A: They were significantly cheaper than they would have been had he been included in coverage.
>
> Q: Could you tell the Judge, had Mr. Ellington been included under the policy, how much more would his policy have cost?
>
> A: The policy at that time was $1,144. Had he been included at the $46,500 standard charge it would have been over $7,200. So you're talking about an increase of $5,900 if he would have elected to be included in coverage.

Terry testified that at no time in the past has KEMI received a request from Ellington that he be included under his business' policy and Ellington is still a KEMI policyholder, and is still excluded from coverage. "[T]he endorsement KEMI 17 is on the current policy as well."

Terry acknowledged KEMI performed an audit in 2006 and 2007. However, there was no audit conducted during the policy year pertinent to the December 17, 2010, injury. Terry testimony is as follows:

> We did complete audits in 2006 and 2007, and if I may, Judge, let me explain the audit process again. We have, as a background of our company, we have 21,000 policy holders [sic] across the State of Kentucky. 94 percent of which are below $5,000 dollars in premium. In order to keep our rates for the businesses across Kentucky low we can't audit smaller premium policies on a yearly basis.
>
> . . .
>
> So the first two years as a new business, in a contracting field which [sic] historically we see larger swings in premiums, and there are usually additional premiums. The payroll is usually underestimated. We will complete audits. We completed two audits. Mail audits. One resulted in a returned premium to Mr. Ellington the first year. We realized he had over estimated his payroll so we provided him [sic] return premium. Second year was an additional premium. We had estimated at $11,000 and it came back at $21,900 in payroll, so he owed us an additional premium. He later asked if-that he was paying Dwayne Smith less than what he'd paid him before, the year before, the $21,900. So we reduced his payroll down to $6,700.

When asked why Ellington would pay for Workers' Compensation coverage when he has no employees, Terry testified as follows:

> A: Well, that's the decision of the insured.
>
> Q: Oh?

A: We are not forcing them to have coverage. To our knowledge, the last two audits we performed he did have contract labor and, by law, he's required to carry the coverage.

Q: That was-

A: We were never made aware of any changes to that within his business.

...

Q: Through 2008, '09 and '10 there was no reason for Mr. Ellington to have coverage based upon what we know as far as that he had no payroll for anybody during those time periods.

A: Again, we were insuring a business that historically had contract labor and we were never provided any indication that that had changed.

...

Q: Yeah, so he hasn't even been refunded the money for 2010. Where you-all have taken this position that he's not an insured you have not taken the steps to refund, even though that you have knowledge now, had knowledge for a long time now that this man- you were contesting his coverage, but you still haven't refunded his premium?

A: This is the first knowledge that I've received that he no longer had this $6,700 estimated payroll. That estimated payroll was on every renewal quote that Mr. Ellington received.

Q: Well, your attorney has been representing you this whole time.

> A: His payment was based on that renewal quote that was clearly calculated using $6,700 in payroll.
>
> Again, we never received any notice from Mr. Ellington that it changed. We never received any request, any insured who called KEMI, that we elected not to perform an audit on, if they called KEMI and asked for an audit we will absolutely complete an audit. We never received either one of those notices.

Regarding the endorsement entitled "Schedule of Named Insureds and Workplaces," Terry acknowledged it lists Ellington's name, and testified as follows:

> Q: And on this insured list it has R & J Cabinets, not just as a business, but it has Randy Ellington as an individual, doesn't it?
>
> A: As a sole proprietorship.
>
> Q: No. No, it doesn't. It says Randy Ellington, it doesn't have sole proprietorship.
>
> ...
>
> Q: It says Randy Ellington, it doesn't say anything on any of these policies, it says insured, Randy Ellington. It doesn't say sole proprietor.
>
> A: It lists his name.

The ALJ relied, in part, upon Ellington's testimony regarding what transpired in the hospital following the December 17, 2010, injury:

> Q: When you got to the hospital did you give them your Workers Compensation

> Insurance information so they could bill KEMI?
>
> A: No. I didn't give them nothing [sic].
>
> Q: Okay. They didn't ask you for how payment was going to be made?
>
> A: Not until- I think they asked me when I come [sic] out of surgery.
>
> Q: What did you tell them?
>
> A: I told them my lawyer would handle it and I gave them my lawyer's phone number and everything, Brian Gudalis.

The ALJ also relied upon the facts Ellington has a twelfth grade education, can read and write, and has vocational training in marine mechanics.

Based on the above, the ALJ determined Ellington was not covered at the time of the December 17, 2010, injury and had no reason to believe he was covered at the time of the injury. This evidence constitutes substantial evidence in support of the ALJ's decision. The ALJ concluded an ambiguity existed with respect to the wording of the endorsement entitled "Schedule of Named Insureds and Workplaces" as Ellington is listed as a named insured. However, even though ambiguous terms are to be construed against the drafter, there must be a reasonable interpretation of the insurance policy. There is no

requirement every doubt be resolved against the insurer. Motorist Mutual Insurance Co. v. RSJ, Inc., 926 S.W. 2d 679 (Ky. App. 1996); Stone v. Kentucky Farm Bureau Mutual Insurance Company, 34 S.W. 3d 809 (Ky. App. 2000). The terms of the contract should be interpreted in light of the usage and understanding of the average person. Stone v. Kentucky Farm Bureau Mutual Insurance Company, 34 S.W. 3d 809 (Ky. App. 2000).

As determined by the ALJ in the September 24, 2012, opinion and order, any ambiguity caused by the "Schedule of Named Insureds and Workplaces" was remedied by the audit forms and the wording in the contract itself indicating Ellington, individually, was excluded from coverage and his salary was not included in calculating the premium due each year. Terry's testimony is consistent with this. Additionally, Ellington failed to inform the hospital staff following his injury that he was covered by workers' compensation insurance. As is his prerogative, the ALJ inferred it would have been reasonable for Ellington "to want to maintain coverage even when business was slow in case he needed to add extra labor to complete or apply for a particular job." The evidence relied upon by the ALJ in the record supports the finding Ellington was not covered

at the time of December 17, 2010, work injury and had no reason to believe he was covered.

We feel compelled to briefly address KEMI's phone records upon which the ALJ relied in part. At the hearing, the ALJ extended the time for the submission of proof for two weeks in order for KEMI to produce the phone records to Ellington's counsel. However, these records were placed in the record for the first time as attachments to Ellington's brief to the ALJ. They were not introduced in the record in an appropriate manner in order to be considered evidence in the claim. Therefore, for the ALJ to rely upon these phone records to support his conclusion Ellington was not covered is error. However, as the ALJ only relied in part upon these phone records and set forth in great detail the other evidence in the record upon which he relied, his reliance on these records constitutes harmless error.

We note, too, that Ellington relies extensively on the phone records in its argument to the ALJ and this Board. As the phone records were not admitted into evidence, this Board will neither discuss the content of the phone records nor Ellington's arguments pertaining to them.

Lastly, Ellington relies extensively on Kentucky Employer's Mutual Insurance v. Shelby Lee Decker, d/b/a

Shelby Lee Decker Trucking, 2010-SC-000459-WC, rendered April 21, 2011, Designated Not To Be Published. In the September 24, 2012, opinion and order, the ALJ provided a thorough analysis distinguishing Decker from the case at hand. For the reasons recited by the ALJ, we conclude Decker is inapplicable in the case *sub judice*.

Accordingly, the September 24, 2012, opinion and order and the October 26, 2012, order ruling on the petition for reconsideration are **AFFIRMED**.

ALVEY, CHAIRMAN, CONCURS.

SMITH, MEMBER, NOT SITTING.

COUNSEL FOR PETITIONER:

HON TIM WILSON
309 N BROADWAY
LEXINGTON KY 40508

COUNSEL FOR RESPONDENT:

HON W BARRY LEWIS
P O BOX 800
HAZARD KY 41702

RESPONDENT:

KEMI
250 W MAIN ST STE 900
LEXINGTON KY 40507

ADMINISTRATIVE LAW JUDGE:

HON JONATHAN R WEATHERBY
SPINDLETOP OFFICE COMPLEX
2780 RESEARCH PARK DR
LEXINGTON KY 40511