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ANN B. OLDFATHER
THOMAS H. MEEKER
RAYMOND M. BURSE
ROBERT B. VICE
JANET G. MARCUM
MICHAEL B. VINCENTI
THOMAS J. LUBER
MARTIN P. DUFFY
SUSAN T. BARNETT

WYATT, GRAFTON & SLOSS

TWENTY-EIGHTH FLOOR • CITIZENS PLAZA

LOUISVILLE, KENTUCKY 40202

TELEPHONE 502-589-5235

September 29, 1980

Hon. G. Wix Unthank, Judge
United States District Court
Eastern District of Kentucky
United States Courthouse
Pikeville, Kentucky 41501

Re: United States Fidelity & Guaranty Company
vs.
Alice Lloyd College, Civil Action No. 80-67,
Pikeville Division

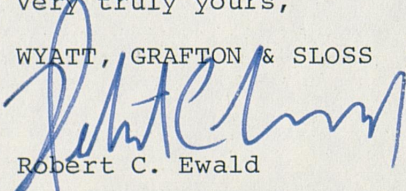
Dear Judge Unthank:

I spoke with the Clerk about this matter and she suggested I check with you directly. The above case has been listed for the general call of the Pikeville docket on October 20, 1980, at 9:30 a.m. We have also received a separate order setting the case for a preliminary conference on October 21, 1980, at 11:30 a.m. In view of the hearing on the 21st, I wonder if it will be necessary for us to appear on the 20th as well.

Of course, if the court desires us to be present on the 20th, we certainly will be there. However, it did seem to me that there was a possibility that attendance at the general call on the 20th might not be necessary in view of the hearing on the 21st.

Very truly yours,

WYATT, GRAFTON & SLOSS


Robert C. Ewald

RCE/jsc
cc: Thomas H. Glover

TO: Judge
FROM: Maggie
DATE: 11 February 1982
RE:

U.S. FIDELITY & GUARANTY V. ALICE LLOYD COLLEGE

Pre-trial Conference, 2:00 today

THE CASE: Nothing has happened since the preliminary conference which would change the description of the case which appears in Mary's office file as written by either Kathryn or Tom.

DEVELOPMENTS SINCE PRELIMINARY CONFERENCE:

Much discovery has taken place but neither side has made any appreciable concessions.

Their stipulations are merely the existence of the contractual relationships between the parties themselves and between the parties and others, (as between the college and an architectural firm which did inspections and such for the college).

CURRENT STATUS:

One outstanding motion: Plaintiff yesterday asked for a continuance; star witness just had surgery. The parties have each submitted their required memos.

Both parties agree that the issues in this case, which will be resolved by a bench trial, are all factual, based on the contracts between the parties and the substantial compliance or non-compliance of the parties with the promises they made when they entered into the contracts.

Essentially, the plaintiff claims that it say the building through to substantial completion in compliance with what the college wanted and that the architect employed by the college agreed that the work was substantially correctly finished. So, plaintiff wants the money it feels that it is due.

Essentially, the defendant claims that the plaintiff did not finish the work substantially correctly and that it, (the defendant), had to hire someone else to come in and do it and to correct the work which had been done but which had been done incorrectly. So, defendant wants plaintiff to take nothing and wants plaintiff to have to pay for the corrective work.

AT THE CONFERENCE:

The parties, as it appears from the pleadings, see this thing as cut-and-dried. They agree on the issues and, unless you know something which doesn't appear in the record, I don't know how much luck you'd have in asking about whether they couldn't settle the thing or whether they couldn't come to more stipulations.

You could get some evidentiary foundations completed.

You could elicit some witness lists. None have appeared yet.

ASSIGNED FOR STATUS CONFERENCE AT PIKEVILLE, KENTUCKY

ON Thursday, February 11, 1982 1:30 P.M.

PIKEVILLE CIVIL ACTION NO. 78-64

BENNETT REYNOLDS

Stratton, May & Hays
P. O. Drawer 851
Pikeville, KY 41501

VS:

LIFE INSURANCE COMPANY OF
NORTH AMERICA

Michael Schmitt
WELLS, PORTER & SCHMITT
P. O. Box 1179
Paintsville, KY 41240

STATUS CONFERENCE

03/7/78 #1 PETITION FOR REMOVAL, of deft
4/27/78 #8 PARTIAL JUDGMENT: Plff granted partial judgment
against deft in amt. \$37,500.00 reserving later
determination by Court whether or not plff
entitled to recover sums greater than this amt.

76-801

ASSIGNED FOR PRE-TRIAL CONFERENCE AT PIKEVILLE, KENTUCKY

ON ~~OCTOBER 14, 1981~~ AT ~~3:00 P.M.~~

PIKEVILLE CIVIL NO. 80-67 *February 11, 1982 at 2:00 P.M.*

Dickery
THOMAS H. GLOVER

UNITED STATES FIDELITY & GUARANTY COMPANY

VS:

ALICE LLOYD COLLEGE

ROBERT C. EWALD
ROBERT B. VICE

PRE-TRIAL CONFERENCE

5/5/80 #1 COMPLAINT fil

(NO DEMAND FOR JURY)

5/28/80 #3 ANSWER & COUNTERCLAIM, of deft

2/13/81 #18 AMENDED COUNTERCLAIM, of deft

***** PRETRIAL MEMORANDUM, of deft TENDERED 2/8/82.

2-10-82 motion, of pff to continue trial

6 month

PRELIMINARY CONFERENCE

UNITED STATES FIDELITY v. ALICE LLOYD COLLEGE, CIVIL ACTION NO.
80-130

1. Set cut-off for discovery.
2. Set for pretrial.
3. Inquire into jurisdictional problems, if any.
4. Inquire as to the possibility of settlement.