



## Jonathan Shoemaker

Associate

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Louisville, KY – 502.434.5003

Jonathan (Trey) Shoemaker represents established businesses, insurers and third-party administrators in all aspects of civil litigation. His practice focuses on the defense of general liability claims, including auto and trucking liability, premises liability, personal injury and insurance coverage, as well as commercial litigation and breach of contract disputes. Trey handles matters in state and federal courts and prides himself on maintaining close communication with clients through all phases of litigation to resolve claims swiftly and efficiently.

Before joining Wilson Elser, Trey worked at several civil litigation firms in Kentucky and Indiana. His practice included insurance defense, workers' compensation matters, commercial litigation and bankruptcy law. Trey's diverse legal experience includes plaintiff representation, which enables him to anticipate claims and areas of potential liability and bring valuable insight to crafting effective defense strategies for clients. During law school, Trey was a law clerk at a boutique firm and broadened his knowledge of criminal procedure and trial preparation as a clerk at the Office of the Commonwealth's Attorney in Jefferson County, Kentucky.

### **Complex Tort & General Casualty**

Trey has successfully handled catastrophic injury lawsuits and large loss property damage claims against auto and semi-truck drivers, retail and manufacturing entities, and insurers and utility companies.

### **Education**

- University of Louisville, Brandeis School of Law (J.D., 2018)
  - CALI Award for Excellence in Bankruptcy Law
- University of Kentucky (B.A. Philosophy, 2014)

### **Services**

- Insurance & Reinsurance Defense
- Complex Tort & General Casualty
- Transportation

- Phi Sigma Theta Honor Society
- Sigma Alpha Lambda Honor Society

### **Bar Admissions**

- Kentucky
- Indiana

### **Court Admissions**

- U.S. District Court, Western District of Kentucky
- U.S. District Court, Eastern District of Kentucky
- U.S. District Court, Southern District of Indiana

### **Professional Affiliations**

- Kentucky Bar Association Young Lawyers Division, Workers' Compensation Law Section

## **Representative Matters**

Obtained dismissal of an action in the U.S. District Court, Western District of Kentucky, successfully arguing that the plaintiff's claims of injury, discrimination and harassment were not compensable under the law and were otherwise barred by significant and irreparable faults in the pleadings.

Obtained summary judgment in the Commonwealth of Kentucky after successfully establishing that the plaintiff's significant bodily injury was not due to the business owner's negligence.

## **Client Wins**

### **Gray and Shoemaker Prevail on Motion to Compel Arbitration for Transportation Network Company**

Lindsay M. Gray (Partner-Louisville) and Trey Shoemaker (Associate-Louisville) prevailed on a motion to compel arbitration and stay proceedings in Jefferson County Circuit Court, Louisville, Kentucky, on behalf of a transportation network company (TNC) client. The plaintiffs, a TNC driver and a rider, asserted that the TNC was required to maintain uninsured motorist coverage; that the written agreements between the plaintiffs and the TNC were, in part, agreements to maintain insurance; and that the arbitration provisions in the written agreements were contracts of adhesion or otherwise unconscionable. Following extensive briefing, Lindsay and Trey filed a motion to compel arbitration and stay proceedings, arguing that the plaintiffs were bound by the arbitration provisions and that the Circuit Court was not the mutually agreed-upon venue for resolving the dispute. The court granted the Wilson Elser team's motion, finding that the arbitration provisions in the written agreements were binding and that there was no evidence that the agreements

were contracts of adhesion, unconscionable, or otherwise non-binding as a matter of public policy. This ruling strengthens Kentucky precedent supporting the validity of arbitration provisions in written agreements used by TNCs, so long as they meet basic requirements for notice and reasonable opt-out provisions. The court also denied the plaintiffs' subsequent motion to make the order final and appealable.