



Cornelius E. Coryell II

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Location

400 West Market Street
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Honors



Woodward/White's Best Lawyers in America® in the areas of Commercial Litigation, Banking & Finance Litigation, and Real Estate Litigation 2006-2020 and Personal Injury Litigation (Defendants) 2018-2020

Best Lawyers® 2017 Louisville Litigation-Banking and Finance "Lawyer of the Year"

Best Lawyers® 2013 Louisville Litigation-Real Estate "Lawyer of the Year"

Chambers USA: America's Leading Lawyers in Commercial Litigation. Clients interviewed by *Chambers USA* describe Mr. Coryell as "very practical and an excellent writer; he has a real feel for strategy."

"AV" rated in *Martindale-Hubbell*

Recognized as a Litigation Star by *Benchmark Litigation* 2017-2019

Recognized as Local Litigation Star by *Benchmark Litigation* 2015

Kentucky Super Lawyers® 2013-2018

Education

1987 - J.D., University of Kentucky College of Law

1984 - B.S.B.A. (Finance), with high honors, University of

Corky Coryell is a member of the Firm's Litigation and Dispute Resolution Service Team. He concentrates his practice in the areas of complex commercial litigation, banking litigation, trust and estate litigation, and insurance disputes. Corky has experience representing business entities and individuals in a range of matters in state and federal court, at both the trial court and appellate levels. He has litigated a wide variety of civil disputes, including cases involving non-competition and non-solicitation agreements, alleged violation of fiduciary duties, data privacy breaches, alleged bad faith insurance settlement practices, and the defense of consumer class actions. Corky's clients include banks, consumer finance companies, nationwide private label credit card issuers, title insurance underwriters, and life and disability income insurance underwriters.

Representative Matters

Litigation matters handled by Corky include:

- *Watkins v. Trust Under Will of William Marshall Bullitt by and through its Trustee PNC Bank, National Association*, 2017 WL 3710088 (2019) - an action brought by the remainder beneficiary of a trust alleging that the Trustee had breached fiduciary duties by, among other things, failing to pursue development opportunities for a large tract of real property owned by the Trust and inflating the value of the property to increase trust administration fees. After years of discovery and motion practice, the United States District Court for the Western District of Kentucky granted summary judgment to the Trustee on all claims.
- *Pogue v. The Northwestern Mutual Life Insurance Company*, 2019 WL 1376032 (2019) - a breach of contract and bad faith action brought by an insured claiming wrongful denial of claims under three policies of long-term disability income insurance. The insurer defended on the grounds that among other things, the plaintiff's claim for benefits was excluded under the terms of the policies. After extensive discovery and motion practice, the United States District Court for the Western District of Kentucky granted summary judgment to the insurer on all claims. That ruling was affirmed by the United States Court of Appeals for the Sixth Circuit.
- *Lyles, et al. v. RDP Company, et al.*, 2017 WL 3393947 (2017) – multiple actions brought by mineral lessors against the operator of a limestone quarry claiming that their leases were unconscionable and seeking a declaration that the leases were no longer valid. After extensive discovery and motion practice, the trial court granted summary judgment to the quarry operator on all claims, and that ruling was affirmed by the United States Court of Appeals for the Sixth Circuit.
- *Watkins v. PNC Bank, National Association*, 2015 WL 394103 (2015) – an action brought by the remainder beneficiary of a trust alleging that the Trustee had improperly invested the trust's assets in violation of the Prudent Investor Rule and had breached fiduciary duties by investing trust assets with an affiliated mutual fund company. The trial court granted summary judgment to the Trustee on all claims and that ruling was affirmed by the Kentucky Court of Appeals.
- *Guangzhou Consortium Display Product Company, Ltd. v. Standard Chartered Bank USA, et al.*, 956 F. Supp.2d, 769 (2013) – an action involving a standby letter of credit that was issued to facilitate the borrowing of the Chinese manufacturing affiliate of a bank customer. When the Chinese affiliate failed, the customer claimed that it relied upon the bank to provide advice and instruction concerning the structure of its international transactions as well as currency conversion issues relating to the letter of credit. The customer sought damages in excess of \$40 million on the grounds that the bank had breached its fiduciary duties, breached the parties' contract, and tortuously interfered with the customer's business relationships. After extensive discovery and motion practice, the court ruled in favor of the bank dismissing all of the plaintiffs' claims.
- *Brewer Machine & Conveyor Mfg. Company v. Old National Bank*, 2011 WL 6111392 (2011) – a customer of a nationally chartered bank alleged that the bank

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negligently allowed the customer's payroll manager to misappropriate more than \$3.5 million through an Automated Clearing House account. The customer alleged that the bank improperly failed to detect and prevent the manager's fraudulent conduct which involved unauthorized electronic transfers of funds to the manager's own account as well as accounts of fictitious employees. After extensive discovery and motion practice, the court ruled in favor of the bank dismissing all of the plaintiff's claims. The court's ruling was affirmed by the Kentucky Court of Appeals.

- *Bariteau v. PNC Financial Services Group, Inc.*, 285 Fed. Appx. 218 (2008) – an action in which a shareholder of a former corporate customer alleged that the bank had breached its account agreement and aided and abetted misappropriation of funds by a former corporate officer. The plaintiff claimed damages in excess of \$14 million. The United States District Court for the Western District of Kentucky dismissed the plaintiff's claims and that ruling was affirmed by the United States Court of Appeals for the Sixth Circuit.
- *Giverny Gardens LP v. Columbia Housing Partners, LP*, 147 Fed. Appx. 443 (2005) – an action arising out of a letter of intent between a bank and the plaintiff relating to the creation of a limited partnership to develop a low income housing project. Plaintiff claimed that the bank breached the letter of intent, breached fiduciary duties by failing to negotiate various issues that arose during the bank's due diligence review, and breached the duty of good faith and fair dealing. Plaintiff claimed damages in excess of \$5 million. After extensive discovery and motion practice, the court ruled in favor of the bank dismissing all of the plaintiff's claims. The court ruling was affirmed by the United States Court of Appeals for the Sixth Circuit.
- *Reliable Mechanical, Inc. v. Naylor Industrial Services, Inc.*, 125 S.W.3d 856 (2003) – action involving claims made against an international supplier of preoperational pipe and equipment cleaning services alleging breach of contract and negligence relating to cleaning services performed on hydraulic and lubricating pipe systems installed in a steel processing plant. More than \$10 million in claims were asserted against the supplier, who counterclaimed for services rendered. The matter was concluded after a lengthy trial when the court found in favor of the supplier, awarding consequential damages, including a significant award of prejudgment interest.
- *North American Stainless v. PNC Bank, Kentucky, Inc.*, 229 F3D 1153 (2000) an action arising out of the nonpayment of a Spanish bill of exchange, the payment mechanism used by the plaintiff in connection with the purchase of steel processing equipment from a Spanish manufacturer. The plaintiff sought damages in excess of \$10 million on the grounds that the bank breached its fiduciary duties by providing erroneous advice concerning the plaintiff's obligations under the bill of exchange. After extensive discovery and motion practice, the court ruled in favor of the bank dismissing all of the plaintiff's claims. The court's ruling was affirmed by the United States Court of Appeals for the Sixth Circuit.
- *Muhammad Ali v. Walter Cuff*, Jefferson County, Kentucky Circuit Court, CI-002604 - representation of Muhammad Ali in litigation regarding ownership of a robe worn by Ali while fighting under the name Cassius Clay.
- Lead counsel for a nationally chartered bank in an action involving premium financed life insurance policies issued to the individual plaintiffs. The plaintiffs claimed that the bank conspired with the insurance underwriter and agent to fraudulently induce the plaintiffs' purchase of policies that were unsuitable for their intended purpose. After extensive discovery and motion practice, the court dismissed all claims against the bank.
- Lead counsel for the plaintiff in a fraud action involving technology relating to prepaid long distance calling cards. The plaintiff sought rescission of a multimillion dollar purchase agreement and consequential damages resulting from the fraud. A nine day jury trial resulted in a plaintiff's verdict rescinding the contract and awarding the plaintiff significant consequential damages.
- Lead counsel for a defendant waste hauling company in a suit alleging breach of a recycling services agreement, fraud and a variety of other business torts. The plaintiff sought damages in excess of \$3 million and a declaratory judgment designating the plaintiff as the defendant's exclusive provider of recycling services. This matter was concluded after a two week hearing and the arbitrator ruled in favor of the defendant on all claims.

Professional Activities and Memberships

- Louisville and Kentucky Bar Associations
- Defense Research Institute member

Civic Involvement

- Board of Directors of the Louisville Sports Commission
- Elder, Highland Presbyterian Church