



## Stephen J. Mattingly

Partner

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Steve is a litigator and trial lawyer. He focuses his practice on commercial litigation and tort matters. Steve has significant experience defending healthcare providers and systems in complex alleged medical negligence cases. He routinely represents businesses in commercial motor vehicle accident cases, premises-liability claims, products liability claims, and civil actions and investigations by state agencies.

In the commercial realm, Steve frequently litigates cases involving contract disputes, fraud claims, and business torts. He litigates commercial matters ranging from disputes over major ERISA pension plans, to small-business disputes, to litigation over residential and commercial developments.

Steve has substantial trial experience and routinely handles complex e-discovery matters. In addition to his trial experience, Steve has significant appellate experience before the Kentucky Court of Appeals, the Kentucky Supreme Court, and the United States Sixth Circuit Court of Appeals. He has successfully defended on appeal numerous trial court victories.

Additionally, Steve has represented health care providers before state licensure boards, banks in federal regulatory proceedings, and clients in federal criminal proceedings.

He also advises corporate clients on a variety of contract, international trade, and general litigation risk matters. With his diverse experience in business and personal injury matters, Steve serves as outside general counsel for a manufacturing company, leading a team that handles a broad array of legal needs ranging from litigation evaluation to complex intellectual property issues and contract review.

### Services

- Litigation
- Employment
- Class Action
- Product Liability
- Tort

- Insurance Industry
- Health Care Industry

## Education

- Brandeis School of Law at the University of Louisville (J.D., *magna cum laude*, 2009)
  - University of Louisville Law Review, senior notes editor
  - National Moot Court Competition, Best Brief, Southeast Regional, regional semi-finalist
- University of Notre Dame (M.A., *summa cum laude*, 2006)
  - Iberian and Latin American Studies
- University of Notre Dame (B.A., *magna cum laude*, 2005)

## Bar Admissions

- Kentucky

## Court Admissions

- U.S. Court of Appeals for the Sixth Circuit
- U.S. District Court for the Eastern District of Kentucky
- U.S. District Court for the Western District of Kentucky
- U.S. District Court for the Southern District of Indiana

## Affiliations/Memberships

- Kentucky Bar Association
- Louisville Bar Association
- Kentucky Defense Counsel
- Defense Research Institute
- Peace Education Program, Board of Directors, past president
- Notre Dame Club of Greater Louisville, Young Alumni, past coordinator

## Distinctions

- Kentucky *Rising Stars*®
  - For Personal Injury Medical Malpractice: Defense (2021)

## Experience

### Appeal in Connection with Enforcement of Arbitration Provision

When a circuit court found the arbitration provision of a student enrollment form at Daymar College to be unenforceable, the college turned to Dinsmore for the appeal. A group of students alleged that they were deceived

into enrolling at Daymar through false and misleading statements regarding the transferability of credits and availability of job opportunities. All of the students had signed an enrollment form, which contained a provision that stated any dispute related to the form or their enrollment would be handled through arbitration. The provision also stated that the cost of arbitration would be split amongst both parties. After their initial complaint, the students also argued that they were unaware of the arbitration provision on the enrollment form, and that they were pressured by Daymar to sign the enrollment form quickly. The trial court ruled that the provision was procedurally unconscionable and denied the client's motion to compel arbitration, explaining that students had a limited time to read and comprehend the enrollment form, and also that requiring students with limited income to pay for half of an arbitration proceeding was unconscionable. Upon appeal, we argued that state and federal law strongly favor the enforcement of agreements to arbitrate, and that state law does not support the proposition that the cost of arbitration can render an arbitration provision unconscionable. Furthermore, we argued that the trial court could have severed the cost-splitting provision as an independent covenant, following state policy to strike objectionable provisions to maintain the contract as a whole. The Kentucky Court of Appeals reversed the decision of the trial court and remanded the matter for additional proceedings.