

Amy E. Fox

Associate

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Amy Fox is an associate in our Casualty Department handling matters involving premises liability, automobile liability, hospitality and liquor liability and sports and entertainment litigation. Additionally, she represents national and local retail clients defending general casualty matters and negligent security matters.

Amy earned a Bachelor of Science degree in Communications with a concentration in Public Relations from James Madison University. Following graduation Amy worked in the publicity department of a movie production company. Having always had an interest in law, she then went on to work for many years as a paralegal for firms dedicated to insurance defense litigation. While simultaneously working and going to law school part-time, Amy earned her law degree from Seton Hall University School of Law. After graduation, she went on to work as a Law Clerk to the Honorable Peter G. Sheridan, U.S.D.J.

Amy is admitted to practice in the state of New Jersey.

Education

- Seton Hall University School of Law (J.D., 2022)
- Fairleigh Dickinson University (Paralegal Certificate, 2013)
- James Madison University (B.S., 2006)

Admissions

- New Jersey, 2022

Practices

- General Liability
- Automobile Liability
- Premises & Retail Liability
- Hospitality & Liquor Liability

Results

Summary Judgment Secured in New Jersey Wrongful Death Case

We won summary judgment in a wrongful death case, based on a lack of duty owed by a groom to his wedding guest, and dismissal of cross claims for lack of a viable contract owing indemnity under *Azurak*. The decedent was a plus-one guest at our client's wedding, which was held at a multi-building facility in Moorestown, NJ. Specifically, the venue consisted, in part, of a 131-year-old home with a castle-like outward appearance. The home's design includes an elevated terrace (raised approximately five feet and accessible by stairs) with an unguarded, flat ledge. The plaintiff alleges the decedent was sitting and/or leaning against the ledge when he fell over, sustaining injuries that allegedly resulted in his death a few months after the event. Our client was an employee at the facility. The corporate owners of the property permitted him to use the home for his wedding, at no cost, provided he obtain an event insurance policy. The co-defendants sought indemnification, arguing that the policy evidenced an agreement that our client would provide indemnification to them. It was our position, and the court agreed, that our client owed no duty to warn the decedent as this was an open and obvious condition that the decedent was aware of or by a reasonable use of his faculties would observe. Further, our client and the decedent were both invitees to the property, and it is the co-defendant landowners who had a non-delegable duty to use reasonable care to protect against dangerous conditions. Therefore, the claims raised in the complaint and cross-claims for contribution were dismissed. Further, the court found no breach of contract or enforceable agreement to indemnify; the negligence in this case was on the co-defendant commercial property owners.

Summary Judgment Obtained in an Indemnity and Common Law Contribution Case

We successfully argued and secured summary judgment in favor of a masonic organization, dismissing third-party claims for indemnity and common law contribution. At issue was a third-party complaint for contractual indemnity and common law contribution over an alleged trip and fall due to a structural condition with a rented property. The masonic organization rented the property for a single use event in support of the organization. The plaintiff claimed to be a guest and initiated suit against the commercial property owner, the third-party plaintiff. In support of the third-party complaint, a rental agreement was produced, which was not for the alleged date of loss. The third-party plaintiff argued the rental agreement disclaimed liability on the part of the property owner and turned the property over to the renter's charge; therefore, the renter was required to inspect the property and warn its guests of dangerous conditions. The court granted summary judgment for the following reasons. First, the rental agreement could not support contractual indemnity because it was not *Azurak* compliant as there was no explicit language requiring indemnity. Second, the masonic organization's duty as a short-term lessee did not require inspection prior to the event, nor was there sufficient factual evidence to overcome the masonic organization's charitable immunity.

Summary Judgment Secured in a Dram Shop Liability Case

We won summary judgment in a challenging dram shop liability case against a large

restaurant chain where the demand was \$1 million. The plaintiff alleged our client was responsible for overserving the co-defendant driver prior to the subject motor vehicle accident. The court agreed with our arguments that the plaintiff failed to establish a violation of the The New Jersey Dram Shop Act. The plaintiff failed to present an expert report until opposing our motion for summary judgment. The expert report, which was submitted as an exhibit to the plaintiff's opposition brief, did not extrapolate the defendant's BAC at the time he left the defendant's establishment. There was also no eyewitness testimony on the issue. The court rejected the plaintiff's arguments that there was sufficient circumstantial evidence to support a jury's conclusion that the co-defendant driver was visibly intoxicated at the time of service based on police observations at the scene of the accident and a (.17) BAC reading, which was administered approximately one hour and 30 minutes after leaving the restaurant. Distinguishing between prior case law and the subject circumstances, summary judgment was awarded based on the lack of either direct testimony or expert opinion as to the co-defendant's state of intoxication at the time of service.