

# Christin L. Kochel

Shareholder

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King of Prussia – 610.354.8279



Christin is a member of the Casualty Department where she defends clients in the areas of amusement, sports, and recreation matters. Christin routinely represents and defends a wide range of clients in this space, including sports and recreation facility owners, coaches, instructors, youth athletic organizations, professional athletes, educational institutions, and college fraternities against various claims and suits brought against them.

Christin also has significant experience handling a wide variety of cases in the areas of insurance defense, coverage matters and civil litigation, with a focus on automobile liability and uninsured/underinsured motorist claims. She has also represented and defended clients in premises liability, homeowner's insurance, minor's compromise, and other general liability claims and suits brought against them.

Throughout her legal career, Christin has litigated cases in almost every county in the eastern portion of Pennsylvania as well as the federal courts. She has also resolved countless cases for her clients via arbitration and mediation.

In 2007, Christin earned her juris doctor from Widener University Delaware Law School. While in law school, Christin was a member of the Moot Court Honor Society and Moe Levine Trial Advocacy Society. In 2004, she graduated cum laude from Bloomsburg University.

Christin is admitted to practice in Pennsylvania as well as the United States District Courts for both the Middle and Eastern Districts of Pennsylvania. She is also a member of the American Bar Association, Pennsylvania Bar Association and the Berks County Bar Association, where she served as the past president of the Young Lawyers Section.

## Practices

- Amusements, Sports & Recreation Liability
- Automobile Liability
- Premises & Retail Liability
- General Liability
- Insurance Services – Coverage & Bad Faith Litigation

## Education

- Widener University Delaware Law School (J.D., 2007)
- Commonwealth University - Bloomsburg (B.A., *cum laude*, 2004)

## **Admissions**

- New Jersey, 2008
- Pennsylvania, 2008
- U.S. District Court Middle District of Pennsylvania, 2012
- U.S. District Court Eastern District of Pennsylvania, 2015

## **Honors & Awards**

- Pennsylvania Super Lawyers Rising Star (2019-2023)

## **Associations & Memberships**

- American Bar Association
- Berks County Bar Association, Young Lawyers Division, Past President
- Pennsylvania Bar Association

## **Results**

- Obtained a successful defense award involving a significant claim. Plaintiff and his wife filed a claim against their insurer for underinsured motorist benefits after Plaintiff was struck as a pedestrian by a drunk driver. Plaintiff sustained several fractures of his body and also claimed neck and back injuries and significant damages, including future medical expenses. The case proceeded to a high/low Binding Arbitration. The Arbitrator awarded the low on the case, showing that Christin and the insurer properly evaluated the claim.
- Obtained a favorable defense verdict at a Philadelphia Common Pleas Arbitration. Plaintiff, a healthcare provider, filed suit against the insurance company for unpaid medical bills, punitive damages, interest and attorney's fees, for treatment it rendered to the insured's daughter. At the Arbitration, Christin argued that the insurance company properly evaluated the claim based on whether the insured's daughter was entitled to benefits as it had not been determined that the daughter was residing with her mother at the time of the accident. Therefore, Christin argued that Plaintiff was not entitled to punitive damages, interest and attorney's fees. The Arbitrators agreed and only awarded the Plaintiff health provider its past medical expenses, which Christin and the insurance company stipulated to. The Plaintiff was not awarded punitive damages, interest or attorney's fees.
- Settled a case at Mediation for less than a third of the settlement authority. The case involved a Plaintiff allegedly slipping and falling on a slippery substance in a parking lot in Philadelphia. After Christin obtained favorable defense opinions from both liability and medical experts, Plaintiff significantly reduced the value of her claim and settled the case.
- Obtained a favorable decision dismissing all claims and cross-claims against her client in a motor vehicle accident case in Philadelphia via a Motion for Judgment on the Pleadings. The plaintiff filed a Complaint on April 1, 2022 alleging several injuries due to a motor vehicle accident. Plaintiff sued several defendants, including the rental car company that owned one of the vehicles involved in the accident. Citing to the rental agreement and the policies covering the rental vehicle, Christin argued that the rental driver was not authorized to operate the vehicle as he rented the vehicle under false pretenses, permitted an unauthorized driver to operate the vehicle, and operated

the vehicle for hire in violation of the policies. The Court ruled in the rental company's favor finding there was no coverage under the policies pursuant to Pennsylvania case law and the policy language cited by Christin in the Motion. All claims and cross-claims were dismissed against the rental company.

- Obtained a favorable jury trial award in Lehigh County, Pennsylvania in a motor vehicle accident case in which the plaintiff was claiming a low back injury with almost \$1 million in claimed past and future damages. Liability was admitted. The jury awarded the plaintiff just \$20,000 in future medical expenses and pain and suffering. The plaintiff's counsel tried to have the jury's decision dismissed, but the court denied the request.
- Obtained a defense verdict in Berks County, Pennsylvania following an underinsured motorist coverage jury trial. Following the motor vehicle accident, the plaintiff sustained an injury to her left heel and foot consisting of a fracture that required a plate and screws to be placed in her foot. The plaintiff was requesting a significant amount for past and future pain and suffering and future medical expenses, including a future left foot surgery. The jury returned an award in favor of the plaintiff totaling \$28,000. After applying the third-party credit, the jury award was reduced down to \$0.
- Motion for Summary Judgment granted in a Declaratory Judgment action in which the plaintiff was claiming his vehicle damage was covered by his insurance policy. At the time of the loss, the plaintiff did not have collision coverage on his vehicle, only comprehensive coverage. The plaintiff argued that his vehicle was still covered by the comprehensive portion of his auto insurance policy, claiming the vehicle that rolled down a hill and struck his parked vehicle was considered a "falling object." After arguing that Pennsylvania case law and the insurance policy language did not cover the plaintiff's losses, the court agreed and granted the insurance company's Motion for Summary Judgment.
- Obtained a defense verdict in a jury trial in Philadelphia County, Pennsylvania in which the plaintiff was claiming a neck and low back injury after being involved in a rear end motor vehicle accident. Liability was admitted. Although the plaintiff had no prior history of neck or back injuries, the jury returned an award in favor of the defense, finding that the plaintiff failed to prove he sustained an injury that was caused by the accident. The defense expert testified that the plaintiff's MRI films from after the accident showed pre-existing findings that were not caused by the accident. Further, although the jury did not have to reach a decision on the limited tort issue, the jury also found that the plaintiff's injuries did not breach limited tort.
- Have obtained many favorable decisions granting Motions for Summary Judgment on limited tort throughout Pennsylvania, which decisions have been affirmed on appeal to the Pennsylvania Superior Court.

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## Results

### **Summary Judgment Secured in a Case Involving a Trampoline Park Injury**

We obtained summary judgment in a lawsuit arising from an injury suffered at an indoor trampoline park. During the deposition, the plaintiff admitted that there are inherent risks of engaging in trampoline activities, including the risk of being injured. Under the no-duty rule, a defendant owes no duty of care to warn, protect, or insure against risks which are common, frequent, expected and inherent in an activity. In the motion for summary judgment, it was argued that a trampoline park has no duty to protect patrons from the inherent risks of injury when jumping from a trampoline. The court opined that the no-duty

rule was implicated and granted summary judgment in favor of all defendants.

### **Defense Verdict Obtained in Case Involving Motor Vehicle Accident**

We obtained a defense verdict after a bench trial in the Philadelphia Court of Common Pleas, which found the plaintiff did not meet the definition of an insured entitled to underinsured motorist (UIM) coverage. The case arose out of a motor vehicle accident in which the plaintiff was a back seat passenger in a vehicle that was struck by the tortfeasor. After settling his bodily injury claim with the tortfeasor and with the underlying UIM carrier that insured the vehicle he was a passenger in, the plaintiff submitted a UIM claim seeking UIM benefits under his alleged sister's UIM policy with our client. There was no dispute the plaintiff was living with his "sister" at the time of the accident. Therefore, the only issue was whether the plaintiff could show he was an insured and entitled to coverage by proving he was related to his "sister" by blood, adoption or marriage to meet the definition of a "family member" under the policy. She testified during discovery and at trial that she is not related to the plaintiff by blood, adoption or marriage. As a result of this testimony, the judge found the plaintiff failed to meet his burden of proof and entered a defense verdict for our client.

### **Dismissal Obtained in Case Involving Motor Vehicle Accident**

We obtained an order granting our motion to dismiss for failure to allege facts supporting a bad faith claim pursuant to Pennsylvania and federal case law. The case arose out of an uninsured motorist (UM) claim from a motor vehicle accident involving the plaintiff and a phantom vehicle. As a result of the accident, the plaintiff averred that he sustained various injuries, including to his head, neck, back, both knees and left shoulder. The plaintiff asserted an uninsured motorist benefit claim under his insurer's policy, with \$50,000 in UM benefits and with no stacking. In the complaint, the plaintiff asserted claims for breach of contract and bad faith. After we filed a motion to dismiss the bad faith count for failing to allege facts specific to support such a claim, the court agreed and dismissed the bad faith count with prejudice. Shortly after the decision, the plaintiff settled his UM claim for a little over \$8,000.

### **Successful Defense of UIM Claim Based on the "Other Insurance" Clause and Valid Stacking Waivers**

After the plaintiff was struck as a pedestrian by a motor vehicle, she recovered the bodily injury limits from the driver's policy and her personal UIM policy. The plaintiff then submitted UIM claims under her daughter's and granddaughter's UIM policies. Both insurers denied the claims, citing to the "other insurance" clause in the policies, and claiming the plaintiff was not entitled to stacked coverage under her relatives' policies as she and her relatives waived stacking under each of their respective policies. After the plaintiff responded to our motion for summary judgment, the court held argument on the motion. The court granted our motion, dismissing all claims against the insurer, including for breach of contract, bad faith and unjust enrichment. In granting the motion, the court adopted our arguments that: (1) the plaintiff and her relatives knowingly waived inter-policy stacking; (2) the "other insurance" clause applies to bar the plaintiff's claims; and (3) the "other insurance" clause does not violate public policy or the Pennsylvania Motor Vehicle Financial Responsibility Law.

### **Multiple Claims Dismissed in Auto Liability Case**

We obtained a favorable decision dismissing all claims and cross-claims brought against a car rental company in a motor vehicle accident case in Philadelphia. The plaintiff's complaint alleged several injuries, and she sued several defendants, including our client, the rental car company that owned one of the vehicles involved in the accident. Citing to the rental agreement and the policies covering the rental vehicle, we argued that the car rental driver was not authorized to operate the vehicle as he rented the vehicle under false pretenses, permitted an unauthorized driver to operate the vehicle, and operated the vehicle for hire in violation of the policies. The court ruled in our client's favor, finding there was no coverage under the policies pursuant to the policy language and Pennsylvania case law.