

# Oswald P. Clark

Associate

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Oswald is an associate in the firm's Casualty Department, where he focuses his practice on defending products liability matters, including automobile design cases, industrial equipment, appliances, and many other consumer goods. He also represents clients in premises liability actions, workplace and construction accidents, as well as motor vehicle accident cases. He previously worked in the firm's Healthcare Department representing emergency room physicians, physician's assistants, nursing homes, dentists, podiatrists, chiropractors, and other healthcare providers. That experience has given him an acuity for analyzing complex medical records, which is essential for rebutting potentially uncorroborated damages claims.

Oswald received his Bachelor of Arts from the University of Pittsburgh, majoring in Philosophy. After graduation, he took post-graduate classes at Villanova University focusing on communication theory. While attending Drexel Law, Oswald taught constitutional law to local high students through the Marshall-Brennan Constitutional Literacy Project. In addition to teaching the weekly classes, he coached selected students to compete in a moot court competition, arguing a case incorporating the First and Fourth Amendments of the United States Constitution. Oswald was also a Leadership Fellow at Drexel, serving as a mentor to first year students transitioning into the law school curriculum.

Prior to joining Marshall Dennehey as a summer law clerk in May of 2017, Oswald was a student law clerk for the Honorable Anne Lazarus of the Superior Court of Pennsylvania, where he performed research assignments and drafted memorandum opinions on a number of criminal and civil cases.

## Education

- Drexel University Thomas R. Kline School of Law (J.D., 2018)
- University of Pittsburgh (B.A., 2011)

## Practices

- Product Liability
- Automobile Liability
- Premises & Retail Liability
- Construction Injury Litigation
- Medical Malpractice

## Admissions

- Pennsylvania, 2018

## Honors & Awards

- Pennsylvania Super Lawyers Rising Star (2025-2026)

## Significant Representative Matters

- Successfully defended an appeal from a jury verdict previously secured by Aaron Moore and Alesia Sulock (Philadelphia) in favor of the firm's client in a legal malpractice case. The plaintiffs initially asserted multiple tort claims and a claim under the Unfair Trade Practices and Consumer Protection Law, which were dismissed by the trial court upon partial grant of the defense's motion for judgment on the pleadings. The case proceeded to trial on a remaining breach of contract claim, resulting in a defense verdict. On appeal, the plaintiffs challenged the trial court's rulings on both the motion for judgment on the pleadings and a motion in limine related to evidentiary exclusions. The Pennsylvania Superior Court unanimously affirmed the trial court's rulings, holding that the tort claims were time-barred and that the plaintiffs had waived their evidentiary argument by failing to properly develop it in their appellate brief.
- Successfully defended a national homebuilding company in a Philadelphia arbitration involving a motor vehicle negligence claim. The plaintiff falsely alleged he was a passenger in a vehicle operated by an independent contractor, triggering a contractual indemnity dispute. The arbitration panel found no liability and concluded the plaintiff's claims were fraudulent. The panel also ordered the co-defendant to reimburse all reasonable attorneys' fees expended in the defense pursuant to the indemnity agreement.
- Obtained Defense Verdict in Slip and Fall Arbitration Matter: Plaintiff alleged that she slipped and fell on a wet floor in a check cashing facility in Philadelphia. On cross examination, Plaintiff admitted that she saw the wet floor prior to walking through it twice, slipping and falling on her second trek through the wet floor. She also admitted on cross-examination that she had prior similar injuries. During closing arguments, we argued that the wet floor was open and obvious, Plaintiff assumed the risk by walking through it, and that she required expert testimony to support her causation arguments. We further argued that Plaintiff failed to meet her burden of proof regarding our client's responsibility for maintaining the property. The Arbitration panel agreed with our arguments and entered a defense verdict on behalf of our client.
- Obtained Defense Verdict in Slip and Fall Arbitration Matter: Plaintiff alleged that she slipped and fell on a wet floor in her workplace, and brought suit against our clients, the owner and property manager of the building. On the day of the arbitration, Plaintiff introduced, for the first time, a \$70,000 wage loss lien in support of her claims. We successfully argued that the lien and Plaintiff's wage loss claim should be precluded at the arbitration due to her failure to produce the documents in a timely manner. Regarding liability, Plaintiff subpoenaed her employer to testify about who was responsible for maintaining the inside of the premises. On cross-examination, the employer admitted it was their duty to maintain the premises and that our clients were not responsible for the wet floor. The Arbitration panel entered a defense verdict for our clients.
- Obtained Defense Verdict in Trip and Fall Arbitration Matter: Plaintiff alleged that she tripped and fell on broken sidewalk in Philadelphia, and brought suit against our client, the owner of the property. On cross-examination, I introduced evidence that Plaintiff

fainted rather than tripped and fell, and argued that she required expert testimony to support her damages claims. Plaintiff denied that she fainted and introduced photographs of the broken sidewalk. The Arbitration panel entered a defense verdict in favor of our clients, finding that Plaintiff did not trip and fall on the broken sidewalk.

- **Obtained Defense Verdict in Rear-End Collision Case:** Plaintiff was rear-ended by our client, a bus driver. Through Requests for Admission, we successfully obtained evidence supporting a limited tort defense. At arbitration, we argued that Plaintiff failed to exhaust his PIP benefits policy and, therefore, was precluded from entering any medical bills into evidence. Plaintiff attempted to argue at the arbitration that his injuries breached the “serious injury” threshold, and that he was entitled to non-economic damages. The Arbitration panel found in our favor, ruling that while our client caused the accident, Plaintiff’s injuries did not meet the “serious injury” threshold and, therefore, entitled to no damages as a matter of law.
- **Successfully Asserted Limited Tort Defense at Arbitration in Rear-End Collision Case:** Plaintiff alleged that she suffered injury due to a motor vehicle accident caused by our client. For purposes of the Arbitration, we admitted that our driver caused the accident, but that Plaintiff was limited tort and did not breach the serious injury threshold. Plaintiff attempted to argue that she breached the serious injury threshold because her injuries caused her severe hardship with taking care of her two children, each of whom had learning disabilities. On cross-examination, we introduced evidence that Plaintiff had similar pre-existing injuries, which Plaintiff denied. Because of the pre-existing injuries, we argued that Plaintiff required expert testimony to support her causation arguments. The Arbitration panel found that Plaintiff did not breach the serious injury threshold and, therefore, she was entitled only to her economic damages, which were approximately one-third of Plaintiff’s lowest pre-arbitration demand.

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## Results

### **Defense Verdict Obtained in Philadelphia Arbitration Matter**

We were successful in a Philadelphia arbitration matter, obtaining a defense verdict as to the plaintiff’s claims and an order requiring the co-defendant to reimburse attorneys’ fees. It was undisputed that a motor vehicle accident occurred involving a third-party independent contractor of our client, a prominent homebuilding company. The plaintiff claimed he was a passenger in the vehicle and, accordingly, brought a negligence action against our client, who tendered its defense to the independent contractor based on a contractual provision requiring defense and indemnification. The independent contractor denied the tender. During discovery, it was revealed that the plaintiff falsely claimed he was a passenger in the vehicle. The independent contractor again denied the tender, claiming that its duty to defend was never triggered. The case proceeded to an arbitration where the panel found neither defendant was liable but disagreed with the co-defendant’s arguments regarding defense and indemnity. Accordingly, the arbitration panel entered a judgment in favor of our client and ordered the co-defendant to reimburse all reasonable attorneys’ fees expended defending the action.

### **Multimillion Dollar Default Judgment Successfully Struck Down by Appellate Court**

We succeeded in striking a \$4.1 million default judgment entered in the Philadelphia Court of Common Pleas by a plaintiff who alleged defective residential construction. We

convinced the court that Pennsylvania Prothonotaries and Clerks of Court lack authority to accept a praecipe to enter a default judgment in a specified amount unless the amount is approved by a judge or is a sum certain, meaning that the amount is ascertainable from a confessed judgment or a contract that specifies the amount due. The default judgment had spawned significant coverage litigation by and against the defendant's insurer.

#### **Unanimous Appellate Decision Preserves Defense Win in Legal Malpractice Suit**

We successfully defended an appeal from a jury verdict previously secured by members of our Lawyers' Professional Liability Department in favor of the firm's client in a legal malpractice case. The plaintiffs initially asserted multiple tort claims and a claim under the Unfair Trade Practices and Consumer Protection Law, which were dismissed by the trial court upon partial grant of the defense's motion for judgment on the pleadings. The case proceeded to trial on a remaining breach of contract claim, resulting in a defense verdict. On appeal, the plaintiffs challenged the trial court's rulings on both the motion for judgment on the pleadings and a motion *in limine* related to evidentiary exclusions. The Pennsylvania Superior Court unanimously affirmed the trial court's rulings, holding that the tort claims were time-barred and that the plaintiffs had waived their evidentiary argument by failing to properly develop it in their appellate brief.

#### **Summary Judgment Won in a Pennsylvania Premises Liability Case**

We secured summary judgment in a premises liability case in Northampton County, Pennsylvania, dismissing all claims against a national sporting goods retailer. The plaintiff claimed he slipped and fell on a slippery substance inside a the store while testing out bicycles. The plaintiff and his wife admitted that after he fell, they did not inspect the floor and quickly left the store. Months later, and after filing suit, the plaintiff and an engineer visited the store and claimed that there was an open can of bicycle grease in the area where the fall had occurred. Based on this evidence alone, the plaintiff theorized, through an expert report, that he must have fallen on bicycle grease negligently left on the floor by the store staff. Summary judgment was sought on the grounds that no witnesses to the fall ever actually identified any substance on the floor, and that the expert's opinion was based on pure speculation. The court agreed and dismissed all claims against our client.

#### **Client Successfully Dismissed from Significant Product Liability Matter**

We obtained dismissal of our client via preliminary objections in a significant product liability matter. The plaintiffs were seriously injured in a workplace accident involving a tile packaging machine. Despite the plaintiffs asserting that original process was properly served on our client, we successfully argued to the court that the purported certified mail receipt was never signed by an agent of our client and, in fact, simply said "COVID-19" on the signature block. The court sustained our objections and dismissed the case as to our client.

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## Thought Leadership

January 1, 2026

**In One Fell Swoop, Federal Court Clarifies Pleading Standards for Product Misuse Defense**

July 1, 2025

**Court Dismisses Claims in Electrocution Death, Citing Shotgun Pleading and Immunity for Decedent's Employer**

January 1, 2025

**Pennsylvania Court Strikes Plaintiff's Strict Product Liability Claim for Failing to Obtain Defendant's Consent or Leave of Court Prior to Filing Amended Complaint**

July 1, 2024

**Pennsylvania Court Dismisses Several Defendants from Product Liability Action Where Plaintiff Pled "More Likely Than Not" the Seller and/or Distributor of the Allegedly Defective Product**

January 1, 2024

**Pennsylvania Supreme Court Rules that Evidence of Product's Compliance with Governmental Regulations or Industry Standards Is Inadmissible in Design Defect Cases to Show a Product Is Not Defective Under the Risk-Utility Theory.**

July 1, 2023

**In-State Flea Market is Not a Seller of a Product and No Negligence Duty Exists for a Flea Market that Merely Markets and Facilitates the Sale of an Allegedly Defective Product**

January 1, 2023

**Simply Pleading Design and Manufacturing Defects is Not Enough to Overcome a Rule 12 Motion to Dismiss**