

Ashley L. Davis

Associate

ALDavis@mdwcg.com

Mount Laurel – 856.675.3603



Ashley is an associate in the Casualty Department, handling matters involving Special Investigations (SIU), New York Labor Law, and General Liability matters.

As part of the Special Investigation practice group, Ashley's experience is in defending cases where we assert allegations of fraud and exaggerated injuries against Plaintiffs. These fact-intensive cases involve fraud rings, staged accidents and exaggerated injuries, in addition to improper and fraudulent medical provider billing and reporting.

As part of the New York Labor Law practice group, Ashley handles complex construction site accident cases throughout the state. These include claims involving the use of scaffold systems, demolition and heavy machinery in industrial, commercial and residential projects

Ashley handles a variety of General Liability matters involving claims of personal injury and property damage. Specifically, defending clients in matter of premises liability (residential, commercial, restaurant, and retail) and motor vehicle torts, including for claims of wrongful death and punitive damages.

Ashley is admitted to practice in New Jersey, Pennsylvania, Maryland, and New York. Outside of her work at Marshall Dennehey, she stays active through hiking, running, working out, and traveling.

Education

- Widener University Delaware Law School (J.D., 2023)
- Kutztown University of Pennsylvania (B.A., 2018)
- Kutztown University of Pennsylvania (Paralegal Certificate, 2018)

Admissions

Practices

- Fraud/Special Investigation
- New York Construction & Labor Law
- General Liability

- New Jersey, 2024
- Pennsylvania, 2024
- U.S. District Court District of New Jersey, 2024
- Maryland, 2025
- New York, 2025
- U.S. District Court Eastern District of New York, 2025

Representative Cases & Matters

Obtained summary judgment in a construction site accident matter in which the plaintiff alleged he was injured after lifting a cover and falling into a hole at an active worksite. Our client was the owner of the building under construction at the time of the accident. Based on the contractual agreements and testimony of the parties involved, we successfully argued that the subcontractors and the plaintiff's employer were solely responsible for worker safety, supervision, and site conditions. We further argued that our client could not be held liable for the alleged negligence of independent contractors. The court agreed, finding that our client owed no duty to the plaintiff, and dismissed all claims against our client.

Obtained summary judgment in a breach of contract matter involving 41 separate small claims actions filed against our client arising from travel protection policies. The court consolidated the actions into a single matter. The plaintiff, acting by assignment from insureds, sought recovery under the policies' rental car damage provisions for alleged vehicle damages incurred by his rental car company. We successfully argued that the majority of the assignments were invalid, depriving the plaintiff of standing to sue. We further argued that, even if the assignments were deemed valid, the plaintiff failed to comply with the policies' terms, conditions, and claim submission requirements, including conditions precedent to coverage. The court agreed and dismissed all claims against our client.

Successfully obtained summary judgment in a slip-and-fall matter in which the plaintiff alleged she slipped and fell on snow and ice in a parking lot while entering her vehicle. Our client owned property adjacent to that of a co-defendant, and based on the accident report, plaintiff's testimony, and expert findings, we successfully argued that the incident did not occur on our client's property and that our client therefore owed no duty to the plaintiff. The court agreed and dismissed all claims against our client.

Successfully obtained summary judgment in a breach of contract claim against our client in the Eastern District of New York. The case involved a rental car company attempting to recover from a credit card company based on credit cardholders' assignment of Collision Damage Waiver benefits to the plaintiff. We argued that there were no contracts between the credit cardholders and our client, but that the contracts were between the cardholders and the non-party banks. The Court dismissed the case in its entirety.

Successfully won a dismissal of a New York Labor Law case before the Supreme Court, New York County. Plaintiff's counsel withdrew from this case after potential fraud issues were raised by the defense. The plaintiff proceeded pro se and then did not appear at

further court conferences. The judge later dismissed the case entirely.

Published Works

- “Enforceability of Choice-of-Law Provisions in Maritime Contracts,” *Defense Digest*, Vol. 30, No. 4, December 2024
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Results

Summary Judgment Secured in Slip-and-Fall Case

We were granted summary judgment in a slip-and-fall case where the plaintiff claimed to have slipped and fell on snow/ice in a parking lot when getting into her car. Our client and one of the co-defendants had property lines next to each other. Based on the accident report, the plaintiff's testimony and our expert report, we argued that the plaintiff did not fall on our property and, as a result, we owed her no duty. The judge agreed and dismissed all claims against our client.

Thought Leadership

December 1, 2024

Enforceability of Choice-of-Law Provisions in Maritime Contracts