

# Timothy J. Jaeger

Shareholder

[TJJaeger@mdwgc.com](mailto:TJJaeger@mdwgc.com)

Roseland – 973.618.4151



Since 1988, Timothy has developed an extensive practice in a wide range of litigation areas including general liability and health care. He has defended clients in claims made and suits brought against them involving automobile, premises and product liability matters as well as construction law matters and medical malpractice.

Tim is also an accomplished trial lawyer. Based upon his experience and success, Tim has been certified by the Supreme Court of New Jersey as a Civil Trial Attorney. Less than 2% of attorneys in New Jersey have attained this status. His considerable experience has led to an opportunity to serve as an adjunct professor of legal studies.

In 1985 Tim received his bachelor of arts from the University of Delaware. He subsequently earned his *juris doctor* with honors from Villanova University School of Law. Tim began his career with Marshall Dennehey Warner Coleman & Goggin in 2009. He is admitted to practice in the state of New Jersey.

## Education

- Villanova University Charles Widger School of Law (J.D., *cum laude*, 1988)
- University of Delaware (B.A., 1985)

## Admissions

- New Jersey, 1988
- U.S. District Court District of New Jersey, 1988

## Associations & Memberships

- American Bar Association
- American Trial Lawyers Association
- New Jersey Bar Association

## Practices

- General Liability
- Automobile Liability
- Product Liability
- Construction Injury Litigation
- Catastrophic Claims Litigation

- New Jersey Defense Association

## Published Works

- "*Nielsen v. Walmart* Continues Expansion of Commercial Landowner's Duty of Care in Premises Liability Cases," *Defense Digest*, Vol. 19, No. 3, September 2013
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## Results

### **Summary Judgment Secured in a Construction Injury Case Involving a School**

#### **District**

We obtained summary judgment for our clients, a school district and its board of education, in a construction injury case. The school district hired a paving contractor to install a drainage pipe and to perform paving work at a number of its schools. The paving contractor had to excavate a trench to install the pipe. The plaintiff, an employee of the paving contractor, was working in the trench installing the pipe when the trench collapsed around him, trapping him up to his head and requiring that he be extricated by first responders. According to the plaintiff, the trench collapse was affected by a condition of the property that caused water to enter and destabilize the trench. He alleged that the school district was liable because the existence of the water was a dangerous condition of the property and, as the property owner, the district was negligent in failing to properly supervise the work and provide for the safety of the workers. The school district's superintendent had visited the site on the morning of the incident, observed mud in the trench, and said to the paving contractor that he should not let anyone work in the trench. In our summary judgment motion, we argued that the school district did not owe a duty of care to the plaintiff because the contractor was, by contract, in charge of the means and methods of its work and was contractually obligated to provide for the safety of its work and its workers. The court granted summary judgment to the school district, agreeing that it did not owe a duty of care to the plaintiff.