

## DAVID P. CZAP

SHAREHOLDER



### AREAS OF PRACTICE

General Liability  
Property Litigation  
Product Liability  
Automobile Liability  
Insurance Services – Coverage & Bad Faith  
Litigation

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### ADMISSIONS

Pennsylvania  
1998

### EDUCATION

Cecil C. Humphreys School of  
Law, University of Memphis (J.D.,  
1997)

Temple University (B.S., 1987)

### HONORS & AWARDS

Pennsylvania Super Lawyer Rising  
Star  
2007

### ASSOCIATIONS & MEMBERSHIPS

Pennsylvania Bar Association

Philadelphia Compulsory  
Arbitration Committee

Philadelphia County Bar  
Association

Temple University, Alumni  
Association

### OVERVIEW

For more than two decades, Dave has also focused on other areas of the law, including dram shop liability, product liability, slip and fall, motor vehicle accidents, trucking litigation, asbestos litigation, UIM/bad faith and construction law.

American Suzuki Motor Corporation, a major Japanese automobile manufacturer whom Dave has represented for over eight years, appointed him as National Discovery Counsel. In this role, he facilitated a National Global Discovery Program regarding any breach of warranty litigation across the country.

Dave received a Bachelor of Science degree in physical therapy at Temple University. After graduating from Memphis University's Cecil C. Humphreys School of Law, Dave spent a year working on the Fen-Phen litigation at Wyeth Ayerst Laboratories.

### THOUGHT LEADERSHIP

#### Is Everything But the 'Kitchen' Sink Required to Meet Limited Tort Threshold?

**Philadelphia - Headquarters**  
**Automobile Liability**  
**March 1, 2018**

Key Points: Defense Digest, Vol. 24, No. 1, March 2018. Defense Digest is prepared by Marshall Dennehey Warner Coleman & Goggin to provide information on recent legal developments of interest to our readers.

## **PUBLISHED WORKS**

"Is Everything But the 'Kitchen' Sink Required to Meet Limited Tort Threshold?," *Defense Digest*, Vol. 24, No. 1, March 2018

"No Limitation on Statute of Limitations for Pennsylvania Lemon Law & Breach of Warranty Cases," *Defense Digest*, Vol. 14, No. 3, September 2008

"Plaintiff's Counsel's Closing Argument Analogy To A 'Drunk' Driving A Truck, Not Prejudicial To 'Funk'," *Defense Digest*, Vol. 13, No. 2, June 2007

"Facilitating Use of Recreational Land in Pennsylvania," *Pennsylvania Bar Quarterly*, Vol. LXXI, No. 3, July 2000

"Pennsylvania's 'Multi-Factor' Approach in Determining Immunity Under the Recreational use of Land and Water Act," *Defense Digest*, Vol. 6, No. 2, June 2000

## **SIGNIFICANT REPRESENTATIVE MATTERS**

Defense verdict in "Lemon Law" case. Represented automobile manufacturer in case involving alleged Pennsylvania Lemon Law violation; breach of manufacturer's written warranty under Magnuson-Moss Warranty Improvement Act; and a violation of Pennsylvania's Unfair Trade Practices Act. Plaintiff requested that his vehicle be re-purchased under the Lemon Law and that he be reimbursed the full purchase price, including all collateral charges, plus attorney fees. Court found no violation of Lemon Law and determined that no terms of any warranty were breached.

Represented trucking company in case whereby plaintiffs, both on-duty Philadelphia police officers, were injured in an accident involving client's tractor-trailer overturning and sliding over the roof of the police vehicle in which plaintiffs were seated. Plaintiffs claimed driver of the tractor-trailer was liable for their injuries due to negligent driving. Plaintiffs' demands were \$500,000 and \$450,000. The jury awarded one officer \$18,000 and the other officer \$41,800. The consortium claim for one of the officer's wife was denied. The jury concluded the injuries were not as severe as their experts opined, nor did they affect their personal and professional lives, as alleged.

Defense verdict in breach of warranty case. Represented automobile manufacturer in case involving alleged breach of manufacturer's written warranty under Magnuson-Moss Warranty Improvement Act and a violation of Pennsylvania's Unfair Trade Practices Act. Plaintiff requested that she be awarded the diminution of value of her vehicle that was calculated by her expert. Client's expert testified that no breach occurred and there was no diminution of value as calculated by plaintiff's expert.