



Samantha Evans

Member

Philadelphia

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Samantha Evans practices in the area of insurance coverage and has handled cases involving disputes under third party liability policies, medical professional liability coverage, and automobile liability policies. Samantha also concentrates her practice on the defense of product liability and construction defect matters. Samantha has handled numerous arbitrations and mediations in both Pennsylvania and New Jersey.

Samantha earned her undergraduate degree from Kings College-Wilkes-Barre, where she graduated first in her class. She earned her law degree, *magna cum laude*, from Villanova University School of Law, where she participated in the Theodore Reimel Moot Competition and Amnesty International. Prior to joining the firm, Samantha served as a summer associate with the firm.

Experience

Won summary judgment on behalf of a hospital's retention in a case in which a neurologist sought defense and indemnity coverage for a \$2.8 million verdict in an underlying suit. The predicate suit was brought by a former patient who alleged that the insured stalked her after their romantic involvement ended, causing her to suffer emotional distress.

Retained by an insurer for purposes of appealing an adverse \$5.4 million jury verdict, we convinced the appellate panel to overturn the verdict that a general liability policy had been triggered by thousands of instances of "property damage" resulting from the transmission of junk faxes and the resulting liability under the Telephone Consumer Protection Act (TCPA). Accepting our arguments that the evidence at trial had not shown damage to any class member aside from the one representative who testified, the appellate panel reversed and remanded, reducing the verdict to less than \$1,000.

Won summary judgment on behalf of an insurance company client in a case in which an aluminum products manufacturer sought coverage for defense of an underlying lawsuit and subsequent settlement over its sale of tens of millions of faulty extrusions. In granting summary judgment, the court found that the lawsuit did not constitute an "occurrence" under the definition in our client's policies. This finding was affirmed by the U.S. Court of Appeals for the Third Circuit. The Third Circuit rejected the manufacturer's argument that Pennsylvania law required the district court to look beyond the four corners of the underlying complaint because the underlying action settled after discovery. The Third Circuit also confirmed that "facts matter more than labels" and rejected the manufacturer's reasonable expectations arguments. These aspects of the opinion support insurers' positions across all product lines.

Obtained summary judgment for insurer in matter in which an energy company sought coverage for remediation costs incurred when its hydrofracturing ("fracking") operations contaminated well waters by forcing naturally occurring iron, manganese and other free gases into the water supply. This important victory for the client hinged on overcoming the plaintiff's argument that a pollution exclusion in the policy did not apply where the contamination was wrought by naturally occurring substances. We successfully argued to the court that the relevant analysis is whether the substances rendered the water impure or unsuitable (and thus fell within the plain meaning of "contaminant" and "pollutant") and not whether they occurred naturally.

Practice Areas

- Bad Faith
- Insurance Coverage

Industry Sectors

- Insurance

Education

- Villanova University School of Law, J.D., *magna cum laude*, 2006
- King's College, B.A., 2001

Bar Admissions

- New Jersey
- Pennsylvania

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