



## Peter Espey

Of Counsel

[peter.espey@wilsonelser.com](mailto:peter.espey@wilsonelser.com)

Madison, NJ – 973.735.1612

Peter Espey defends doctors, hospitals, nurses, and other health care professionals in medical malpractice cases. He also has experience with professional board matters, general liability cases, and claims involving the Consumer Fraud Act and similar statutes. He regularly takes and defends depositions, collaborates with clients and experts to complete reports, and appears in court.

Following his clerkship for a Civil Judge, Peter has defended clients in a wide array of cases including those involving allegations of medical malpractice, general liability, professional liability, and others. Peter later worked in a health law firm then in insurance defense, including a previous position as an associate at Wilson Elser, handling medical malpractice and general liability before returning to Wilson Elser.

Peter has argued in the Appellate Division and handled cases in various stages in New Jersey and federal courts. He frequently authors articles on various aspects of his practice. Peter co-presented a continuing legal education seminar on claims involving nursing and assisted-living facilities.

### **Medical Malpractice**

As a member of Wilson Elser's Medical Malpractice & Health Care Practice, Peter handles cases involving most specialties, including obstetrics, orthopedics, radiology, emergency medicine, anesthesia, internal medicine, pediatrics, psychiatry, and general surgery. He has defended dentists, nurses, counselors, social workers, and other members of the allied health professions, as well as skilled nursing facilities, hospitals, rehabilitation centers, home health care agencies, and other health care entities. As required, Peter also represents clients in professional board actions and participates in mediations.

### **General Liability**

Peter defends commercial businesses and health care entities in a variety of litigations

### **Services**

- Medical Malpractice & Health Care
- Complex Tort & General Casualty

including personal injury claims, breach of contract actions, and suits brought pursuant to the Consumer Fraud Act and similar statutes.

## Education

- Seton Hall University School of Law (J.D., *cum laude*, 2009)
- Southern Methodist University (B.A., 2006)

## Bar Admissions

- New Jersey

## Court Admissions

- U.S. Court of Appeals, Third Circuit
- U.S. District Court, District of New Jersey

## Clerkships

New Jersey Superior Court, Hon. Peter A. Buchsbaum, J.S.C. (Civil), 2009–2010

## Awards & Honors

- Selected for inclusion in The Best Lawyers in America®, 2025
- Selected for inclusion in New Jersey Super Lawyers®, Rising Stars™, 2014–2024

# Publications

April 16, 2026

## **Law.com Features Espey Article Examining Appellate Clarification on NJ Fee-Shifting Statute Requirements**

*Law.com and New Jersey Law Journal*

October 16, 2025

## **New Jersey Law Journal Features Espey Article on Privileges in NJ Medical Malpractice Litigation**

*New Jersey Law Journal*

# Client Wins

## **Espey and Cyr Achieve Pre-Answer Dismissal of Putative Class Action**

Peter Espey (Of Counsel-Madison, NJ) and Brianna Cyr (Associate-Madison, NJ) successfully defended their client, a car dealership, in a putative class action.

The plaintiff alleged, on behalf of herself and others similarly situated, that the dealership was overcharging its customers for registration fees. She also brought individual claims

related to alleged malfunctions in the vehicle she purchased. The plaintiff had signed an agreement to arbitrate and a waiver of the right to bring a class action when she bought the vehicle. In lieu of an answer, a motion to dismiss was filed.

The plaintiff vigorously opposed the motion. She argued the arbitration agreement was invalid because it allegedly impaired her statutory rights and precluded her from bringing a class action. Peter and Brianna filed a reply, and Peter argued the motion to dismiss. The Wilson Elser team maintained that the arbitration clause was unambiguous and easily located, rather than buried in the fine print. We also argued that the plaintiff's claims lacked merit, since she was charged the exact amount set by the State.

The Court agreed that the arbitration agreement and class action waiver were enforceable and concurred with Peter and Brianna's arguments highlighting the strong public policy favoring arbitration. The plaintiff had a duty to read the contract she signed, and the statutes and case law required enforcement of the arbitration clause and class action waiver. The case was dismissed in favor of arbitration. This dismissal also means that the plaintiff cannot pursue her proposed class action.