FEBRUARY 2023

The Law Offices of
METHFESSEL & WERBEL
A Professional Corporation
The Leading Insurance and Claims Attorneys

CASE UPDATE

***Methfessel & Werbel is pleased to present the* FEBRUARY 2023 EDITION OF OUR CASE UPDATE.**
Click on the case names to view the complete decisions; click on attorney names to view their profiles and contact information. As always, we welcome your questions and feedback.

METHFESSEL & WERBEL IN THE NEWS

Educational Seminars Presented by M&W Attorneys

In October 2022 Gina Stanziale and Rich Nelke presented to the Mutual Service Office, Inc. ("MSO") on the evolution of COVID-19 litigation and its coverage implications. Gina and Rich discussed efforts to recoup losses incurred by the entry of Executive Orders, primarily by misinterpreting policy language or claiming ambiguity while insurers defended their positions based on the plain language of policies defining direct physical damage, loss of property, civil authority, and virus exclusions. Insurers ultimately prevailed in both state and federal courts, adding to the body of law which supports strict application of clear policy language.

In October 2022 Eric Harrison participated in the New Jersey Institute of Continuing Legal Education's annual Tort Law Update with a presentation on developments in the law governing claims against public entities, including both tort and statutory civil rights claims.

On January 5, 2023 Ric Gallin and Gina Stanziale presented a seminar for NJICLE on "Apportioning Liability: An Allocation and Contribution Update." The panel addressed the concepts of joint tortfeasors, claims for contribution, allocation among tortfeasors as well as recent court rule amendments and case law.

M&W "SUPER LAWYERS" AND "RISING STARS"

Every year since 2005, M&W attorneys have been honored with the designation of "Super Lawyer" and/or "Rising Star" – for attorneys of distinction who are younger than 40 or practicing for less than 10 years. "SuperLawyers.com," a division of Thomson Reuters, uses a combination of peer ratings and independent research to arrive at lists which comprise only 5% of New Jersey attorneys. This year we are proud to announce that Bill Bloom, Shaji Eapen, Eric Harrison, Marc Mucciolo, and Ed Thornton have been designated 2023 "Super Lawyers" and that James Foxen and Steve Unterburger have been designated 2023 "Rising Stars." Additionally, the New Jersey Law Journal named Methfessel & Werbel the top insurance law firm in the State for 2022, marking the seventh time in nine years that we have received this honor.

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Recent Notable Cases

THIRD CIRCUIT RULES AGAINST COVERAGE FOR COVID-19 RELATED BUSINESS LOSSES

In early January 2023 the Third Circuit Court of Appeals ruled in **Wilson v. USI Insurance Service, LLC** that 14 district courts were correct in dismissing attempted business interruption claims. In predicting that the New Jersey and Pennsylvania Supreme Courts would agree, the Third Circuit agreed with the arguments advanced by M&W and others on behalf of the industry since COVID-19 emerged, joining 10 other federal appeals courts in holding that restrictions on the use of property that are not accompanied by "a distinct, demonstrable, and physical alteration" do not trigger coverage under all-risk commercial property insurance policies.

RESIDENTIAL SECURITY

Rivera v. Cherry Hill Towers, LLC (A-2394-21) (December 12, 2022)

Defendant appealed the denial of its motion for summary judgment. Plaintiff Fritzy Rivera was shot by her estranged husband after leaving a friend's apartment at Cherry Hill Towers. She alleged defendant Vikco, Inc., as the former property manager of Cherry Hill Towers, failed to provide a safe environment and allowed Plaintiff's estranged husband to enter the apartment complex through an open security gate. Defendant was not the property manager at the time of the assault, but the plaintiff contends Defendant started the practice of leaving the security gate open and the new property management company continued that practice.

The Appellate Division reversed the trial court's denial of the defendant's motion for summary judgment. There was no genuine issue of material fact to be determined by the jury as to whether the defendant owed the plaintiff a duty to provide a safe environment at Cherry Hill Towers given that it was not the apartment complex's property manager at the time of the shooting. Whether the defendant owed the plaintiff a duty is a question of law to be determined by the court, not by a jury at trial.

The Appellate Division found that the defendant's duty to provide a safe and secure environment at Cherry Hill Towers did not continue to exist after its management services were discontinued.

Because the defendant's services as property manager had been discontinued at the time of the shooting, it did not have a relationship with the plaintiff and had no ability to exercise control over the complex. There is no public interest in imposing security responsibility upon the defendant for conduct that was under the full control of the new property management company without input from the defendant.

BROKER LIABILITY

Holm, Nancy L. v. Daniel M. Purdy (A-39-21) (December 13, 2022)

The Appellate Division held that the defendant insurance broker had a duty to advise the LLC members, at the time of the workers' compensation policy's purchase or renewal, that an LLC member actively performing services on the LLC's behalf is eligible for workers' compensation coverage, but that the LLC must elect to purchase such coverage in order to obtain it. The Appellate Division also found that a broker may not be held liable for breach of that duty unless the alleged damages were caused by his or her willful, wanton or grossly negligent act of commission or omission.

Robert Friedauer and Walter Friedauer, formed an LLC and each owned a fifty percent interest in Holmdel Nurseries where Robert Friedauer's sons, Michael and Christopher Friedauer, were full-time employees. The defendant became the insurance broker for Holmdel Nurseries in 2002 and served as the personal insurance broker for each of the four Friedauers. From 2002 to 2012, Holmdel Nurseries' workers' compensation policies provided no coverage to the LLC members, Robert and Walter Friedauer. As employees, however, Robert Friedauer's sons were covered by Holmdel Nurseries' workers' compensation policy during that period.

On July 12, 2012, defendant held his annual meeting with Holmdel Nurseries management to discuss the LLC's insurance needs. He learned at the meeting that Walter Friedauer was no longer involved in the business and that Christopher and Michael Friedauer had become members of the LLC. Defendant did not tell either Christopher or Michael Friedauer that because they were LLC members, rather than employees, they were no longer covered by Holmdel Nurseries' workers' compensation insurance, or that the LLC could elect to purchase workers' compensation insurance. For the 2013-2015 policy period, the policies that defendant secured for Holmdel Nurseries excluded the LLC members from workers' compensation coverage.

On February 15, 2015, Christopher Friedauer was at work at Holmdel Nurseries preparing trucks for snowplowing and had slipped and fallen on his head, hitting his head "so hard [he] saw stars." Later that day, Michael Friedauer found Christopher "dead in a truck." Shortly after Christopher's death, defendant filed a workers' compensation claim for death benefits on behalf of Christopher's widow and her two minor children.

Plaintiff Nancy L. Holm, administratrix of the estate of her husband, Christopher Friedauer, brought this action against defendant, alleging that he failed to provide to the LLC the notice mandated by N.J.S.A. 34:15-36 and that Christopher was unaware he no longer had workers' compensation coverage as an LLC member, as a result of which his dependents were deprived of a workers' compensation death benefit to which they would have been entitled had he been covered at the time of his death.

N.J.S.A. 34:15-36 provides that a member of an LLC who actively performs services on behalf of the LLC shall be deemed an employee of the LLC for purposes of the Workers' Compensation Act if the LLC elects to obtain coverage for the LLC members. N.J.S.A. 34:15-36 also mandates that every application for workers' compensation include "notice . . . concerning the availability of workers' compensation coverage" for LLC members. The law further requires that the application contain a notice of election of coverage and clearly state that coverage "shall not be provided under the policy unless the application containing the notice of election is executed and filed with the insurer or insurance producer." N.J.S.A. 34:15-36, however, limits the liability of insurers and insurance producers, providing that they shall not be liable for an LLC's failure to obtain workers' compensation coverage for its members "unless the insurer or insurance producer causes damage by a willful, wanton or grossly negligent act of commission or omission."

The Appellate Division held that an insurance broker for an LLC, charged by the LLC to obtain workers' compensation coverage on its behalf, has a non-waivable duty to provide notice that such coverage is available to LLC members who actively perform services on behalf of the LLC -- but that such coverage is available only if the LLC elects the coverage when the policy is purchased or renewed. Because it is foreseeable that the failure to provide such notice may harm an LLC member or the member's dependents, the broker's duty may extend not only to the LLC, but also to LLC members eligible for workers' compensation coverage under N.J.S.A. 34:15-36.

DUTY OF CARE – PUBLIC SCHOOL ATHLETIC FIELDS

Dennehy, Morgan v. E. Windsor Regional Bd. of Educ., A-36-21 (October 26, 2022)

In this appeal, the Court considered what standard of care should apply to a coach's decision to allow a high school field hockey team to practice in an area adjacent to an ongoing soccer practice. On September 9, 2015, the defendant, who served as the girls' field hockey coach at Hightstown High School, instructed players to warm up in an area adjacent to where the boys' soccer team was practicing. Plaintiff Morgan Dennehy, a member of the field hockey team, was struck at the base of her skull by an errant soccer ball, allegedly causing the injuries for which she sought damages in this lawsuit against the girls' field hockey coach, the school, and others.

The New Jersey Supreme Court held that the coach's alleged acts and omissions are governed by a simple negligence standard, rather than the heightened standard of recklessness that courts apply when one participant injures another during a recreational activity.

Unlike cases in which the heightened standard has been applied, the girls' field hockey coach was not actively participating in the recreational activity at issue. Even if the coach was actively participating in the practice when the plaintiff was injured, the plaintiff was not injured by any activity in which she was actively participating but was struck by a soccer ball that came from another field. Thus, the plaintiff's claim was based only on the coach's supervisory role – thus, subject to the simple negligence standard – and parents have the right to expect that teachers and coaches will exercise reasonable care.

PERSONAL INJURY PROTECTION ARBITRATION – JUDICIAL APPEALS

Jignyasa Desai, D.O., LLC v. New Jersey Manufacturer's Ins. Co., A-0221-21 (October 20, 2022)

Plaintiff appealed from a September 20, 2021 Law Division order denying its request to modify an arbitration award involving reimbursement by the defendant for nerve tests performed on the plaintiff's patient, H.Y.L. The plaintiff started a course of treatment for H.Y.L., which involved nerve conduction study tests. Plaintiff received approval for the testing under Current Procedural Terminology ("CPT") code 95913, which is defined as "[thirteen] or more nerve studies." It then conducted twenty separate nerve conduction velocity tests, which contained three different types of tests coded in the New Jersey fee schedule at the time: eight motor nerve studies coded under 95903; ten sensory tests under 95904; and two "H" tests under 95934. These codes are no longer recognized by the CPT book and have been consolidated under one code, 95913.

Under the old codes, the prices per unit for the tests were as follows: 95903, $176.35; 95904, $135.64; and 95934, $155.93. Thus, the total billed under the old codes for H.Y.L. would be $3,079.06. Plaintiff billed $9,585 using CPT 95913. Defendant reimbursed $2,292.55, representing $176.35, the per unit price of the most expensive old test code, CPT 95903, multiplied by thirteen.

The plaintiff argued that the defendant was required to "cross-walk," or cross-reference, the tests performed back to the old codes, 95903, -04, and -34, which correspond to the current code, 95913, resulting in an additional $786.51 for the additional seven tests performed. The Appellate Division agreed, finding that based on N.J.A.C. 11:3-29.4(e), which directs providers to consult the fee schedule and bill based on "similar services" if a code no longer exists in the CPT book, the new CPT code, 95913, should be billed to the deleted CPT code(s), 95903, 95904, and 95934.

LIABILITY INSURANCE COVERAGE – GEOGRAPHIC COVERAGE EXCLUSIONS

Norman Int'l, Inc. v. Admiral Ins. Co., A-24-21 (February 28, 2022)

Colleen Lorito, an employee of a Home Depot located in Nassau County, was injured while operating the blind cutting machine provided, serviced, and maintained by Richfield Window Coverings, LLC. She and her husband filed a civil action against Richfield, asserting claims for product liability, breach of warranty, and loss of spousal services. Admiral denied any obligation to defend or indemnify Richfield, asserting the claims were not covered under the policy based on the Designated New York Counties Exclusion.

The clause states that the policy does not cover any liability "arising out of, related to, caused by, contributed to by, or in any way connected with . . . [a]ny operations or activities performed by or on behalf of any insured" in certain counties in New York, including Nassau County.

The policy's broad and unambiguous language makes clear that a causal relationship is not required in order for the exclusionary clause to apply; rather, any claim "in any way connected with" the insured's operations or activities in a county identified in the exclusionary clause is not covered under the policy. Richfield's operations in Nassau County are alleged to be connected with the injuries for which recovery is sought, so the exclusion applies. Thus, Admiral has no duty to defend a claim that it is not contractually obligated to indemnify.

MEDICAL MALPRACTICE – DUTY OF CARE – FDA WARNINGS

Mirian Rivera v. The Valley Hospital, Inc., (A-25/26/27-21) (085992)(085993)(085994) (August 25, 2022)

Plaintiffs, the heirs and executor of the estate of Viviana Ruscitto, filed complaints seeking compensatory and punitive damages after Ruscitto's death from leiomyosarcoma, a rare cancer that cannot be reliably diagnosed preoperatively, following the hysterectomy she underwent at defendant Valley Hospital with the use of a power morcellation device.

Approximately six months before Ruscitto's surgery, the FDA issued a Safety Communication discouraging the use of power morcellation as it could spread cancerous tissue within the abdomen and pelvis, significantly worsening the patient's likelihood of long-term survival.

As a matter of law, the evidence presented does not establish that defendants' acts or omissions were motivated by actual malice or accompanied by wanton and willful disregard for Ruscitto's health and safety. The court found that a reasonable jury could not find by clear and convincing evidence that punitive damages are warranted based on the facts of this case, and partial summary judgment should have been granted.

While the facts of this case thus far present genuine issues regarding whether defendants were negligent and deviated from accepted standards of care, there is no evidence suggesting that those same facts amount to wanton and willful actions.

The FDA communication was purely advisory in nature, so the use of the power morcellator after that communication does not constitute per se evidence of wanton and willful disregard for Ruscitto's safety. The FDA Communication noted that there was less than a one percent risk that a woman would have unsuspected uterine sarcoma, and leiomyosarcoma unfortunately cannot be reliably diagnosed preoperatively.

The doctor met with Ruscitto four times, conducted tests and noted the complications that can occur with open surgeries as opposed to non-invasive laparoscopic procedures. Although the draft consent form was never fully adopted and implemented by the defendant hospital, the alleged lack of informed consent for the power morcellation procedure after the FDA Communication sound in ordinary negligence – not in actions taken with an "evil mind."

M&W in the Courts

PETERSON V. FLIPPIN

Dkt. No. MID-3415-18

Gina Stanziale recently obtained a defense verdict in a trial before Judge Joseph Rea in Middlesex County. Plaintiff, a home health aide caring for our client, fell down stairs leading to the basement of the client's home, sustaining a rotator cuff tear that required surgery. Plaintiff, who was out of work for almost a year and incurred a $70,000 workers' compensation lien, alleged that she had fallen because of inadequate lighting and improper installation of a handrail. Following a five day trial the jury returned a verdict of no cause of action as to the insured.

SCHREINER V. O'BRIEN, ET. AL.

Dkt. No. UNN-L-2611-18

Paul Endler recently obtained a no cause verdict in a matter where the plaintiff suffered a peri-prosthetic fracture of his right femur when he fell down a set of stairs while helping the co-defendant, Michael O'Brien, move a dining room table out of the house which had been rented to O'Brien. The house was owned by our insured, Josephine Saliola, who had since passed away.

Plaintiff's expert opined that the stairs were defective because there were no proper handrails along the steps. The jury found that the estate was negligent but that any negligence was not the proximate cause of the accident. The jury also returned a no cause of action in favor of the co-defendant O'Brien, thereby resulting in a jury verdict of no award to the plaintiff.

GARCIA V. ANDR SERVICES

S/Bronx Case No. 32763/2020E

Our client purchased a two-family house and before moving in hired a roofing company. Plaintiff worked for a roofing subcontractor and suffered very serious injuries when he fell off the roof. Ric Gallin obtained summary judgment dismissing claims against the defendant based on the exception to the New York Labor Law for the owners of one- or two-family houses who do not direct or control the work.

BREGMAN V. DIGERALAMO

Dkt. No. UNN-1440-20

Sarah Delahant obtained summary judgment against the plaintiff, who was a longtime friend of our client who fell while visiting our client's shore house. After an evening of partying, plaintiff was walking upstairs to go to bed when she tripped on a decorative candle on the stairs and fell, suffering fractured bones in her back. She had gone up and down the stairs several times before she fell. Sarah and Ric obtained summary judgment based on the principle that a social guest takes the property as it is, and there exists no duty to warn about a condition of which the plaintiff knew or should have known.

CARGILL, URSULA VS. ERIC HAMBRECHT, ET AL.

Dkt. No. SOM-L-1363-21

James Foxen and Anthony Mancuso recently obtained a dismissal with prejudice of all claims made by plaintiff, a residential property owner in Franklin Park, New Jersey. Plaintiff filed a lawsuit against the insureds who own the neighboring residential property.

The plaintiff's complaint made allegations that the insureds had encroached and trespassed on her property, had taken possession of several hundred square feet of plaintiff's property, committed various forms of property damage, engaged in racial discrimination, and had also built a driveway, garden and fence on plaintiff's property. Plaintiff's lowest settlement demand was $450,000 for property related claims and $75,000 for emotional distress. At the conclusion of discovery, which included a mutual court ordered survey of the properties, the plaintiff agreed to abandon the case and dismiss the matter with prejudice. No money was paid.

MAIER V. ZELLERS

Dkt. No. WRN-L-95-22

Steven Parness recently obtained a dismissal of all claims made by plaintiff, Christopher Maier, the owner of the Land of Make Believe, who alleged that the insured, James Zellers, a local pizza restaurant owner, committed defamation and tortious interference with business relations. In particular, the plaintiff alleged that the insured told a local resident that the plaintiff had disparaged an autistic individual and recommended that the insured not hire him, which led to derogatory Facebook posts by local residents. The Superior Court granted our motion to dismiss, ruling that the statements allegedly made were opinions or "mixed opinions" and therefore not defamation as a matter of law. The court also ruled that there was no causation between the insured's alleged statement and any loss of revenue at the plaintiff's place of business, which was required to prove tortious interference, and that all such damages were entirely speculative.

RAD V. AL DENTE, ET AL.

Dkt No.: BER-7376-20

Steven Unterburger obtained summary judgment on behalf of an insured restaurant operating in a multi-tenant shopping center. Plaintiff fell in the shopping center's parking lot immediately after leaving the insured's restaurant. In addition to the plaintiff's claims, the insured's landlord alleged that the insured was liable for breaching their lease agreement in failing to obtain insurance coverage for their benefit. We moved for summary judgment, arguing that the insured owed no duty to plaintiff for the condition of the parking lot, which the landlord solely maintained, and for ensuring safe egress from their restaurant. We further argued that the insured did not breach its lease, as the lease did not require insurance covering an accident in the parking lot. The court agreed and dismissed all claims.

KANE V. FRANKLIN TOWNSHIP

Dkt No.: SOM-L-301-21

Eric Harrison and Steven Unterburger successfully argued against plaintiff's appeal of a prior successful motion to dismiss for failure to state a claim against an insured municipality and Zoning Officer. The plaintiff's previously dismissed Complaint asserted numerous causes of action under the New Jersey Civil Rights Act, the Municipal Land Use Law, the New Jersey Constitution, and multiple common law theories of liability. The Appellate Division agreed with our position that the trial court had properly dismissed plaintiff's Complaint in the absence of any viable causes of action.

HERNANDEZ V. ITALIAN CERAMIC TILE

Dkt. No.: BER-L-6089-21

Gerald Kaplan and Anthony Mancuso recently obtained a dismissal of all claims made by Plaintiff, Dennis Hernandez, who alleged that he slipped and fell on ice as he was arriving to work in his employer's parking lot. In this matter we defended Plaintiff's employer, Kreisler Industrial Corp., who was a tenant at the property, as well as Italian Ceramic Tile Corp., the property owner. Due to effective strategizing from the inception, a successful plan was put in place to first file a motion for summary judgment on behalf of Kreisler Industrial Corp., then on behalf of Italian Ceramic Tile Corp. As to Kreisler Industrial Corp., it was successfully argued that Plaintiff's fall, despite occurring in the parking lot, arose out of and in the course of his employment pursuant to N.J.S.A. 34:15-7. After successfully obtaining a summary judgment decision for Kreisler Industrial Corp., a motion for summary judgment was then filed on behalf of Italian Ceramic Corp pursuant to a triple net lease, where the responsibility to maintain the parking lot was the duty that of Kreisler Industrial Corp., who had previously been dismissed via summary judgment.

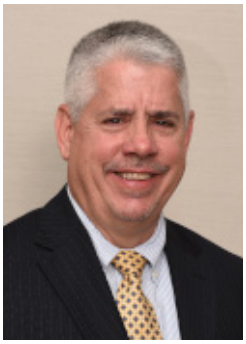
TULLO V. ALLENDALE STEAKHOUSE

Dkt No.: BER-L-5006-20

Steven Unterburger obtained summary judgment on behalf of a defendant restaurant. Plaintiff sued for personal injuries she sustained after a valet hired by the client to park customer vehicles allegedly knocked her over in front of the restaurant. We moved for summary judgment, arguing that the client had no independent negligence and that the valet was an independent contractor for whose negligence the restaurant could not be held liable. The court agreed and dismissed plaintiff's Complaint.

METHFESSEL & WERBEL WELCOMES NEW ATTORNEYS

Since our last Case Update we have welcomed several new attorneys into the fold:



THOMAS O. MULVIHILL, ESQ.

Seton Hall University, J.D. 1988

Seton Hall University, B.S. 1985

Admitted to the New Jersey Bar, 1988

Admitted to the U.S. District Court, District of New Jersey, 1988

Prior to joining Methfessel & Werbel in 2022, Tom Mulvihill was a partner with Pringle Quinn Anzano, P.C. from June 2002 to November 2022. His practice focused on the investigation of fraudulent insurance claims in the automobile/healthcare context. He successfully prosecuted numerous multi-party, complex declaratory judgment actions under the New Jersey Insurance Fraud Prevention Act resulting in recoveries of compensatory and treble damages including a six-month trial in the matter of Allstate New Jersey Ins. Co. v. Lajara. He has argued before the New Jersey Supreme Court and the Appellate Division.

Tom also served as the Editor In Chief of the Insurance Coverage Law Bulletin for American Lawyer Media, Inc. from 2003 to 2013. He edited and drafted articles and case summaries for publication in this nationally circulated newsletter focusing on current developments in all areas of insurance coverage law.

From January 1998 to June 2002, Tom was a partner with Maloney and Katzman, Esqs. He was an associate with the firm from January 1993 to January 1998. There, he was successfully engaged in the litigation of a variety of matters including defense of all aspects of first- and third-party insurance claims including property, automobile, and subrogation and the prosecution of matters under the Insurance Fraud Prevention Act. His practice focused on claims in the automobile, healthcare, and homeowner's context.

Tom was an associate at Cuyler, Burk & Matthews from 1989 to January 1993. He represented insurance carriers in complex environmental coverage litigations. There, he conducted depositions, argued motions, and prepared matters for trial.

Tom clerked for the Hon. Burrell Ives Humphreys, A.J.S.C. from September 1988 to September 1989.

Tom has been instrumental in the development of New Jersey insurance law, as demonstrated by his advocacy in the following published opinions: Allstate New Jersey Ins. Co. v. Lajara, 222 N.J. 129 (2015); Liberty Mutual Insurance Company v. Hyman, 334 N.J. Super. 400 (Law Div. 2000); Liberty Mutual Insurance Company v. Open MRI of Morris & Essex, L.P., 356 N.J. Super. 567 (Law Div. 2003); Fort Lee Surgery Center, Inc. v. Proformance Ins. Co., 2007 N.J. Super. Unpub. LEXIS 1485 (App. Div. 2007); First Trenton Indemnity Co. v. D'Agostini, 2009 N.J. Super. Unpub. LEXIS 1893 (App. Div. 2009); and Rivera v. Allstate Ins. Co., 2011 N.J. Super. Unpub. LEXIS 1127 (App. Div. 2011).

CHRISTINA M. ABREU, ESQ.

City University of New York Law School, J.D. 2008

Rutgers University, B.A., 2003

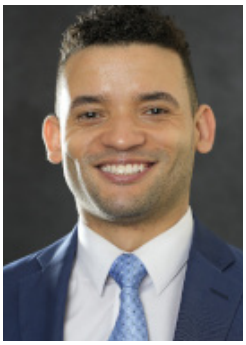
Admitted to the New Jersey Bar, 2008

Admitted to the New York Bar, 2010

Christina Abreu is a veteran employment litigator who joined Methfessel & Werbel's Employment and Civil Rights Group in 2022. Christina has experience representing defendants in employment, premises liability, automobile negligence, personal injury, and insurance coverage disputes, as well as providing human resources counseling and litigating employee disciplinary actions, teacher tenure arbitrations, lay-off appeals and traditional labor matters.

In 2018, Christina was selected as a "New Leader of the Bar" by the New Jersey Law Journal. In 2017, 2018 and 2020 she was also featured by Super Lawyers Magazine as a "Rising Star" in the profession. She currently serves on the Board of Directors for the University College Rutgers Alumni Association and the NICU Parent Advisory Committee for St. Peters University Hospital.

Christina obtained a B.A. from Rutgers University and a J.D. from the City University of New York School of Law. She is a member of the New Jersey and New York Bars.



ANGEL M. HIERREZUELO, ESQ.

University of Dayton School of Law J.D., 2021

Seton Hall University, B.A. Business Administration (Cum Laude), 2018

Admitted to New Jersey Bar, 2021

Angel joined the firm in 2022 following a clerkship with the Honorable Mark P. Ciarrocca, P.J.Cv., in the Civil Division of the Superior Court of New Jersey, Union Vicinage. During his clerkship, Angel was responsible for reviewing motions, writing bench memoranda, managing the motion calendar, conducting legal research, preparing orders, and drafting legal opinions. He also served as a court-trained mediator, assisting parties in the settlement of Special Civil and Small Claims disputes.

In 2018 Angel received a B.A. in Business Administration from Seton Hall University, where he was inducted into the Legal Studies Honor Society and graduated *cum laude*.

Angel received his J.D. from the University of Dayton School of Law in 2021. While attending Dayton, Angel served as a staff writer and comment editor on the *University of Dayton Law Review* and as President of the Hispanic Law Students Association.

During the summer between his first and second year of law school, Angel worked as a Summer Associate for McGivney, Kluger, & Cook, P.C. where he drafted motions, researched liability issues and drafted responses to discovery requests for general liability, auto, construction and labor law cases. Additionally, during his third year

of law school, he was a Legal Extern for Coolidge Wall, L.P.A. where he drafted legal memoranda addressing workers' compensation, employment discrimination law, trade secret law, and insurance law.

Angel is a member of the general liability team under the direction of Paul J. Endler, Esq.

ANDREW S. KARLBON, ESQ.

Seton Hall School of Law J.D., 2021

Rutgers University, B.A. 2018

Admitted to New Jersey Bar, 2022

Andrew Karlbon joined Methfessel & Werbel in 2022 following a successful clerkship with the Honorable Lisa Miralles Walsh, Assignment Judge of the Superior Court in Union County.

In 2018, Andrew graduated from Rutgers University with a Bachelor of Arts degree in Political Science and a minor in History. Andrew received his Juris Doctor from Seton Hall School of Law in 2021 where, in addition to receiving his J.D., he focused his study on international law. While in law school, Andrew interned with the Special Victims Unit of the Union County Prosecutor's Office.

During his clerkship with Judge Walsh, Andrew was responsible for reviewing motions, writing memoranda, conducting legal research, preparing orders, and drafting legal decisions. Andrew also served as a court-trained mediator, assisting in settlement discussions in the Special Civil Part of the Union Vicinage.

Andrew is currently a member of Bill Bloom's liability defense team.

ADAM S. SCHWARTZ, ESQ.

New York Law School, J.D., 2020

Ramapo College of New Jersey, B.A. Political Science, 2016

Admitted to New York Bar, 2021

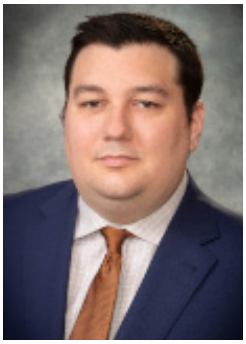
Adam Schwartz joined the firm in September 2022 after clerking for two judges at the Union County Superior Court in Elizabeth, New Jersey. After clerking for the Honorable Stacey K. Boretz in the Family Division for a shortened term, Adam went on to serve a full term clerking in the Special Civil Part of Union County under the Honorable Rosalba L. Comas. During his clerkships, Adam was responsible for reviewing motions, writing bench memoranda, managing the motion calendar, conducting legal research, preparing orders, and drafting legal opinions. Adam also served as a court-trained mediator, assisting parties in the settlement of Special Civil and Small Claims disputes.

While studying at Ramapo College of New Jersey, Adam was appointed as secretary/treasurer of Pi Sigma Alpha, the National Political Science Honors Society, due to his academic success. Adam was also a member of Model United Nations and attended an international Model UN conference in New York City in 2015, which included participants from hundreds of colleges around the world.

After his first year at New York Law School, Adam worked as a summer intern for the Honorable Mary F. Thurber at the Bergen County Superior Court, where he assisted with legal research and memoranda. Adam then went on to work as a legal intern at MyRegistry, a gift registry service company. At MyRegistry, Adam conducted research on different compliance issues in global markets relating to data privacy and security. He worked closely with executives to draft new company data security policies.

In his final year of law school, Adam assumed the role of student attorney in the school's mediation clinic and mediated small claims cases in the New York City Civil Court. He focused on taking courses relating to litigation, including a Trial Advocacy seminar where he learned various litigation techniques and enhanced his ability to effectively advocate in the courtroom.

Adam is a member of the property team at Methfessel & Werbel and works under the direction of Gina Stanziale, Esq.



KYLE A. LIVINGSTONE, ESQ.

Rutgers University School of Law (Camden), J.D., 2016

York College of Pennsylvania, B.A. (Cum Laude), 2013

Admitted to New Jersey Bar, 2016

Admitted to Pennsylvania Bar, 2018

While at Rutgers Law, Kyle was a Marshall-Brennan Fellow and Associate Managing Editor of the Rutgers Journal of Law and Religion. He also studied international business law as an exchange student at Bucerius Law School in Hamburg, Germany.

After graduation, Kyle clerked for the Honorable Vincent Le Blon, J.S.C., of the New Jersey Superior Court in Middlesex County. Thereafter, Kyle began defending carriers and their insureds in cases arising from automobile negligence, personal injury, environmental, product defect, consumer liability, and construction defect claims. Prior to joining Methfessel & Werbel, Kyle was a litigation and general corporate attorney at a boutique firm representing New Jersey homeowner and condominium associations.