

NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1452-14T2

HASKELL PROPERTIES, LLC,

Plaintiff-Appellant,

v.

THE AMERICAN INSURANCE
COMPANY, ST. PAUL FIRE
& MARINE INSURANCE COMPANY,
FIRST STATE INSURANCE COMPANY,
GREAT AMERICAN INSURANCE COMPANY
OF NEW YORK f/k/a AMERICAN
NATIONAL FIRE INSURANCE COMPANY,
and FIREMAN'S FUND INSURANCE COMPANY,

Defendants-Respondents.

Argued February 2, 2016 – Decided August 4, 2016
Remanded by Supreme Court May 19, 2017
Resubmitted June 14, 2017 – Decided June 29, 2017

Before Judges Espinosa, Rothstadt, and
Currier.

On appeal from Superior Court of New Jersey,
Law Division, Bergen County, Docket No. L-
5396-13.

Eric E. Tomaszewski argued the cause for
appellant (Golub Isabel & Cervino, P.C.,
attorneys; Mr. Tomaszewski, of counsel;
Joseph A. Ferriero, on the briefs).

John Maloney argued the cause for respondent
St. Paul Fire & Marine Insurance Company
(Graham Curtin, PA, attorneys; Mr. Maloney
and Stephen V. Gimigliano, on the brief).

Michael E. Buckley argued the cause for respondents The American Insurance Company and Fireman's Fund Insurance Company (Rivkin Radler LLP, attorneys, join in the brief of respondent St. Paul Fire & Marine Insurance Company).

Evan S. Neadel argued the cause for respondent First State Insurance Company (Becker Meisel, LLC, Wayne S. Karbal (Karbal, Cohen, Economou, Silk & Dunne, LLC), of the Illinois bar, admitted pro hac vice, and Gerald E. Ziebell (Karbal, Cohen, Economou, Silk & Dunne, LLC), of the Illinois bar, admitted pro hac vice, attorneys, join in the brief of respondent St. Paul Fire & Marine Insurance Company).

Christopher P. Ferragamo (Jackson & Campbell, P.C.) of the District of Columbia bar, admitted pro hac vice, argued the cause for respondent Great American Insurance Company f/k/a American National Fire Insurance Company (DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C., and Mr. Ferragamo, attorneys, join in the brief of respondent St. Paul Fire & Marine Insurance Company).

PER CURIAM

As directed by the Supreme Court in its summary remand order of May 19, 2017, we have reviewed our earlier unreported decision in this matter, Haskell Properties, LLC v. The American Insurance Company, Docket No. A-1452-14 (App. Div. August 4, 2016), in light of the Court's decision in Givaudan Fragrances Corporation v. Aetna Casualty & Surety Company, 227 N.J. 322 (2017).

In our earlier opinion, we relied upon the principles enunciated by this court in Givaudan Fragrances Corporation v. Aetna Casualty & Surety Company, 442 N.J. Super. 28 (App. Div. 2015), in holding plaintiff's complaint in this matter sufficiently stated a cause of action against defendants that refused "to provide coverage for losses originating from occurrences that predated" the assignment in this action as set forth in the subject asset purchase agreement. Haskell Properties, LLC, supra, slip op. at 19. Those principles were affirmed by the Court in Givaudan Fragrance Corporation, supra, 227 N.J. at 327 (holding "once an insured loss has occurred, an anti-assignment clause in an occurrence policy may not provide a basis for an insurer's declination of coverage based on the insured's assignment of the right to invoke policy coverage for that loss").

Accordingly, we are satisfied our application of those principles is entirely consistent with the Supreme Court's decision. We do not discern a reason to alter our original opinion.

Affirmed in part; reversed and remanded in part. We do not retain jurisdiction.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.


CLERK OF THE APPELLATE DIVISION