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Attorneys for Intervenors

**ATLANTIC EMPLOYERS
INSURANCE COMPANY,**

Plaintiff/Counterclaim-Defendant,

vs.

**CHARTWELL MANOR SCHOOL a/k/a
CHARTWELL MANOR SCHOOL, INC.,**

Defendant,

and

INTERVENORS (James Schwartz, JA/GG Doe 5, Glenn Head, Loren Braswell, Daniel Brenner, Neil Cohen, Rodger Edwards, Mark Faler, Kevin Gabruk, Anthony Graziano, Jennifer Johnson, Locke Mackenzie, Phillip Pereira, Jeffrey Popolillo, Elliot Kinsler Robinson, Michael Shaw, William Siverson, Robert Stephenson, JA/GG Doe 169, JA/GG Doe170, JA/GG Doe 171, JA/GG Doe 172, JA/GG Doe 173, JA/GG Doe 174, JA/GG Doe 175, JA/GG Doe 176 JA/GG Doe 177, JA/GG Doe 178, JA/GG Doe 179, JA/GG Doe 180, JA/GG Doe 181, JA/GG Doe 182, JA/GG Doe 183, JA/GG Doe 184, JA/GG Doe 185, JA/GG Doe 186, JA/GG Doe 187, JA/GG Doe 188, JA/GG Doe 189, JA/GG

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - MORRIS COUNTY

DOCKET NO.: MRS-L-001156-23

CIVIL ACTION

ORDER #1 of 11

Doe 190, JA/GG Doe 191, JA/GG Doe 192, JA/GG Doe 193, Martin Blake, Timothy Boyce, JA/GG Doe 293, JA/GG Doe 294, JA/GG Doe 295, JA/GG Doe 296, JA/GG Doe 297, JA/GG Doe 298, JA/GG Doe 299, JA/GG Doe 300, JA/GG Doe 301, JA/GG Doe 302 and JA/GG Doe 303, Steven Hennisch, AWKO DOE 28 on behalf of AWKO DOE 7, AWKO DOE 8, AWKO DOE 9, AWKO DOE 10, AWKO DOE 11, AWKO DOE 12, A.A., M.J., C.C., M.D., K.R., J.D., W.M.),

Third-Party Plaintiffs,

vs.

FARMERS INSURANCE OF FLEMINGTON f/k/a FARMERS MUTUAL FIRE ASSURANCE ASSOCIATION OF NEW JERSEY; AND ABC INSURANCE COMPANIES,

Third-Party Defendant.

THIS MATTER, having been opened to the Court by attorneys for Intervenors James Schwartz, JA/GG Doe 5, Glenn Head, Loren Braswell, Neil Cohen, Rodger Edwards, Mark Faler, Kevin Gabruk, Anthony Graziano, Jennifer Johnson, Locke Mackenzie, Phillip Pereira, Jeffrey Popolillo, Elliot Kinsler Robinson, Michael Shaw, William Siverson, Robert Stephenson, JA/GG Doe 169, JA/GG Doe 170, JA/GG Doe 171, JA/GG Doe 172, JA/GG Doe 173, JA/GG Doe 174, JA/GG Doe 175, JA/GG Doe 176 JA/GG Doe 177, JA/GG Doe 178, JA/GG Doe 179, JA/GG Doe 180, JA/GG Doe 181, JA/GG Doe 182, JA/GG Doe 183, JA/GG Doe 184, JA/GG Doe 185, JA/GG Doe 186, JA/GG Doe 187, JA/GG Doe 188, JA/GG Doe 189, JA/GG Doe 190, JA/GG Doe 191, JA/GG Doe 192, JA/GG Doe 193, Martin Blake, Timothy Boyce, JA/GG Doe 293, JA/GG Doe 294, JA/GG Doe 295, JA/GG Doe 296, JA/GG Doe 297, JA/GG Doe 298, JA/GG Doe 299, JA/GG

Doe 300, JA/GG Doe 301, JA/GG Doe 302 and JA/GG Doe 303, Steven Hennisch, AWKO DOE 28 on behalf of AWKO DOE 7, AWKO DOE 8, AWKO DOE 9, AWKO DOE 10, AWKO DOE 11, AWKO DOE 12, A.A., M.J., C.C., M.D., K.R., J.D., W.M (“Intervenors”), by way of a motion for partial summary judgment under Rule 4:46-2; on notice to Marianne G. May, Esq., Daniel B. Palmer, Esq., and Kurt Campanile, Esq., of the law firm Clyde & Co US LLP, attorneys for Plaintiff Atlantic Employers Insurance Company (“AEIC”), and to Paul Piantino III, Esq. and David M. Hawkins, of the law firm Freeman Mathis & Gray, LLP, attorneys for Third-Party Defendant Farmers Insurance Company of Flemington f/k/a Farmers Mutual Fire Insurance Association of New Jersey (“Farmers”) and the Court having considered all papers submitted and the oral argument of counsel, if any; and for good cause shown;

IT IS on this 8th day of May 2026, **ORDERED** as follows:

1. AEIC’s Motion for Summary Judgment is hereby **DENIED**. See orders #3 & 4 of 11
Granted, in part & Denied, in part
2. Farmer’s Motion for Summary Judgment is hereby **DENIED in part**. *See order #2 of 11
3. Intervenors’ Motion for Partial Summary Judgment is hereby **GRANTED**, in part, & Denied,
in part (as noted below)
4. AEIC issued insurance policies to Chartwell from October 1, 1980, to October 1, 1984, that require it to indemnify claims for bodily injury and personal injury pursuant to the terms of the AEIC Policies detailed in Appendix A hereto.
5. Farmers issued insurance policies to Chartwell from October 1, ¹⁹⁷⁷~~1972~~, to October 1, 1980, that require it to indemnify claims for bodily injury ~~under~~ pursuant to the terms of the Farmers Policies detailed in Appendix B hereto. *
6. The court hereby enters judgment as a matter of law in favor of Intervenors that under the Insurers’ Policies, there is one occurrence per policy period, per survivor abused during that policy period.

*Intervenors’ request for defense and indemnity for claims arising from incidents that occurred prior to October 1, 1977 is denied. Intervenors’ request for defense and indemnity for all claims arising from incidents that occurred between October 1, 1977 and October 1, 1980 is granted, subject to policy limits.

APPENDIX A

Farmers Policies

- **Named Insured: Chartwell Manor School.**
- **Policy Periods:**
 - ~~October 1, 1971–1972.~~
 - ~~October 1, 1972–1973.~~
 - ~~October 1, 1973–1974.~~
 - ~~October 1, 1974–1975.~~
 - ~~October 1, 1975–1976.~~
 - ~~October 1, 1976–1977.~~
 - **October 1, 1977–1978.**
 - **October 1, 1978–1979.**
 - **October 1, 1979–1980.**
- **Policy Limits: \$1,000,000 per occurrence.**
- **Insuring Agreement:** The Farmers Policies covered “bodily injury . . . caused by an occurrence and arising out of the ownership, maintenance or use of the insured premises and all operations necessary or incidental to the business of the named insured conducting at or from the insured premises”
- **Definition of “Occurrence”:** “‘Occurrence’ means an accident, including continu[ous] or repeated exposure to conditions, which result in bodily injury or property damage neither expected nor intended from the standpoint of the insured.”
- **Definition of “Bodily Injury”:** “bodily injury, sickness or disease, including death from any of these.”

- The Farmers Policies do not contain any aggregate limits to coverage that apply to bodily injury claims.

APPENDIX B

AEIC Primary Policies:

- **Named Insured:** “Chartwell Manor School, Inc., Michael Lynch, Judith Lynch, David Rotheberg et al Rt. 24 Franklin Farms Mendham NJ 07945”.
- **Policy Periods:**
 - **October 1, 1980–1981.**
 - **October 1, 1981–1982.**
 - **October 1, 1982–1983.**
 - **October 1, 1983–1984.**
- **Policy Limits:** \$1,000,000 per occurrence.
- **Insuring Agreement (“Liability Claims We Will Cover”):** “We will cover claims involving your liability for harm that occurs in the policy territory. If you or another *insured* has a legal responsibility to pay a claim someone made based on *bodily injury*, *personal injury*, or *property damage*, resulting from an *occurrence*, we will pay that claim if it is covered under this policy.”
- **Definition of “Bodily Injury”:** “*Bodily injury* means injury to someone’s body or any sickness or disease that occurs during the policy period. It includes injury caused by any reasonable force used by you or any other *insured* or at your direction to protect people and property.”
- **Definition of “Personal injury”:** In the relevant part, “*Personal injury* means: . . . Mental suffering caused by the fact that someone was killed or suffered *bodily injury*, [and] the original injury or death was covered by th[is] policy.”

- **Definition of “Occurrence”:** “Occurrence means an accident, including continuous or repeated exposure to the same event, that results, during the policy period, in loss or damage to your property, or in bodily injury, personal injury, or property damage. Such injury or damage must be neither expected nor intended by the insured.”
- The AEIC Primary Policies do not contain aggregate limits that apply to personal or bodily injury claims.

AEIC Excess Policies:

- Named Insured: “Michael & Judith Lynch, David & Janet Rothberg & Irving Rose T/A Chartwell Manor School Route #24 Franklin Farms Mendham, New Jersey”.
- Policy Periods:
 - October 1, 1981–1982.
 - October 1, 1982–1983.
 - October 1, 1983–1984.
- Personal Injury Limits: “\$2,000,000 arising out of any one occurrence because of personal injury, property damage or advertising injury or any combination thereof”.
- Underlying Policies: The 1981–1982 AEIC Excess Policy was excess of and followed form to the 1981–1982 AEIC Primary Policy. The 1982–1983 AEIC Excess Policy was excess of and followed form to the 1982–1983 AEIC Primary Policy. The 1983–1984 AEIC Excess Policy was excess of and followed form to the 1983–1984 AEIC Primary Policy.
- Retained Limit: “\$10,000 because of personal injury, property damage, or advertising injury arising out of any one occurrence not within the terms of coverage of underlying insurance but within the terms of the coverage of this insurance.”

- The AEIC Excess Policies follow form to the definitions, terms, and conditions in the underlying AEIC Primary Policies.
- The AEIC Excess Policies do not contain aggregate limits that apply to personal or bodily injury claims.