



## Pozner, Jason

**Position:** Partner

### Contact

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### Location

Newark, New Jersey

## Practice Areas

- [Appellate Advocacy](#)
- [Construction Law](#)
- [Cyber, Technology, & Social Media Law](#)
- [Insurance Solutions](#)
- [Product Liability, Fire & Life Sciences](#)
- [Professional Liability](#)
- [Risk Reduction & Loss Avoidance](#)
- [Toxic Tort & Environmental](#)

## Admissions

New Jersey, New York, U.S. District Court for the District of New Jersey; U.S. District Court for the Eastern District of New York; U.S. District Court for the Southern District of New York



## Biography

Jason focuses his practice on insurance coverage and risk transfer matters, advising and representing insurers across a broad range of product lines, including general liability, property, professional liability, environmental risks, product recall, employment practices liability, cyber liability, and umbrella and excess coverage. He counsels clients on high-exposure, complex coverage disputes throughout the United States and internationally, including matters involving bad faith claims.

Jason handles all phases of coverage analysis, from policy interpretation and claim evaluation to the preparation of coverage opinions and representation in litigation and arbitration. He has substantial experience litigating declaratory judgment actions in state and federal courts in New York and New Jersey, as well as before their respective appellate courts.

He regularly represents insurers in high-profile and high-value matters, including a multi-billion-dollar defamation case that proceeded to trial, as well as claims involving public figures, corporate entities, and complex multi-claimant sexual abuse cases. Jason is an experienced trial and appellate advocate, having handled matters in both New York and New Jersey state and federal courts. He has represented clients before the Appellate Divisions of New York and New Jersey, the New Jersey Supreme Court, the New York Court of Appeals, and the U.S. Court of Appeals for the Second Circuit.

In addition to litigated matters, Jason advises clients on coverage disputes nationwide and internationally, including representation in arbitration and mediation. He also provides strategic guidance on policy drafting and the potential impact of proposed and manuscript policy language.

Jason was selected as a Super Lawyers Rising Star in Insurance from 2013 through 2019. He received his undergraduate degree in International Affairs from The George Washington University in 2002 and his J.D., cum laude, from Seton Hall University School of Law in 2006.

## Education

- Seton Hall School of Law, J.D., 2006
- The George Washington University, Elliot School of International Affairs, B.A., 2002

## Honors

- New Jersey Super Lawyers, Rising Star, 2013-2019



## Representative Matters

- Obtained summary judgment on behalf of municipal agency in multi-year litigation against another municipal body alleging fraud in land transactions.
- Successfully obtained summary judgment against claimant seeking coverage for cleanup costs for former location of color manufacturer based upon owned property exclusion.
- Successfully obtained summary judgment in matter in which insured's construction error resulted in damage to property and sought coverage under CGL, Professional Liability and Builders Risk policies; court agreed there was no coverage under any policy.
- Successfully obtained summary judgment in declaratory judgment action by claimant seeking to reopen litigation with respect to alleged bodily injury caused by mold.
- Obtained favorable settlement of insurance coverage claim in connection with high profile litigation for damages caused by release of sex tape.
- *W9/PHC Real Estate LP v. Farm Family Casualty Insurance Company*, 970 A.2d 382 (N.J. App. Div. 2009) (court held that where there are competing "other insurance" clauses, where one provides for excess coverage and the other pro rata, the excess clause will be applied such that the pro rata policy provides primary coverage)
- *Hernandez v. M-Industries, LLC*, 11 A.3d 375 (N.J. App. Div. 2010) (court held that a landowner has no duty to protect an independent contractor from the hazards created by their own work) *Marolda Farms, Inc. v. Maryland Cas. Ins. Co.*, 2012 N.J. Super. Unpub. LEXIS 2609 (App. Div. Nov. 29, 2012) (holding that state courts have no jurisdiction where federal courts have retained jurisdiction by consent decree)
- *United States v. South Jersey Clothing Company*, 976 F. Supp. 2d 577 (D. N.J. 2013) (claimants can bring claim against insurers if they had a protected property interest in policies prior to consent decree being entered by federal court)