



Justin D. Boes

Associate

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Justin Boes represents insurance companies in coverage matters throughout the country, focusing on cases concerning commercial general liability policies involving construction defect, premises liability, toxic tort, pollution, additional insured and intellectual property claims.

While in law school, Justin participated in the Rutgers Intellectual Property Clinic, securing trademarks and service marks for nonprofits and start-up businesses.

Education

- Rutgers Law School–Newark (J.D., 2022)
 - cum laude
- Rutgers University - New Brunswick (B.A., 2018)
 - summa cum laude

Bar Admissions

- New Jersey
- New York

Client Wins

Boes Obtains Summary Judgment for Excess Insurer Client in Declaratory Judgment Action

Justin Boes (Associate-Madison, NJ) obtained summary judgment in the U.S. District Court for the Southern District of New York, in a declaratory judgment action brought by a

Services

- Insurance & Reinsurance Coverage

commercial co-op corporation and one of its board members against the primary insurer and our client, a first-layer excess insurer on a \$200 million umbrella policy.

The coverage dispute arose from underlying litigation in which an ophthalmological surgeon sued the co-op board and a board member for denying him access to the rooftop terrace adjacent to his leased unit. The surgeon alleged that this restriction caused years of delay in the construction of an ambulatory surgical center and reduced available space for surgical rooms by requiring HVAC and other equipment to be installed inside the leased unit rather than on the roof. The lawsuit lasted for seven years and resulted in a liability verdict in favor of the plaintiff surgeon regarding his right to access the adjacent rooftop. The damages trial, with claimed damages exceeding \$20 million against the co-op, is scheduled for July.

Notably, in a prior 1999 lawsuit involving the same co-op board and a previous occupant of the same leased space, the court determined that the tenant was entitled to access the rooftop terrace.

On a joint motion for summary judgment, the primary insurer and our client argued that both the prior and pending litigation exclusion and the property damage exclusion of the applicable policies unambiguously applied to bar coverage. The court agreed and granted summary judgment in their favor.