Automobile Insurance Update
Co-Sponsored by the Automobile Litigation and No Fault Committee

This popular yearly program returns! Don't miss this seminar on the latest and most important updates regarding automobile insurance in New Jersey.

Speakers:
Hon. Kimberly Espinales-Maloney, J.S.C., Hudson
Gerald H. Baker, Esq.
Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins, Springfield

New Jersey Law Journal

A Look at No Fault in 2021

Three cases and a statute: common carriers (standard of care); garage policies (liability coverage); Tort Claims Act (police immunity); disclosure of policy limits.

By **Gerald H. Baker** | February 12, 2022

Cybrain/stock.adobe.com

The State of New Jersey adopted a comprehensive system of automobile insurance statutes in 1972 to provide that "persons injured in motor vehicle accidents are compensated promptly" and to ensure that there are "financially responsible" persons available to meet those claims. Craig & Pomeroy, New Jersey Auto Insurance Law, Gann. The three pillars of the system are the Compulsory Insurance Law (which requires liability insurance), the No Fault Act (which requires personal injury protection benefits) and the Uninsured Motorist Act (which requires uninsured and underinsured motorist coverage).

Every year since 1992, I have written an Automobile Injury Supplement for the New Jersey Law Journal entitled "A Look at No Fault." The primary purpose of this supplement is to review every case, rule, regulation and statute dealing with the verbal threshold as well as the most important cases dealing with PIP benefits, UM/UIM coverage and automobile accidents.

Since 1988, there have been over 120 published cases that deal with some aspect of the verbal threshold. These cases are listed in chronological order by subject matter in the Verbal Threshold Citator included in this supplement.

This year, there were no new cases dealing with the verbal threshold. There were three new cases from the Supreme Court dealing with motor vehicle accidents: *Maison* (common carriers); *Huggins* (garage policies); and *Gonzales* (police immunity). In addition, there was one new statute dealing with the disclosure of policy limits for private passenger automobile liability and umbrella/excess policies.

Finally, I have written two separate articles as sidebars. The first deals with the newly enacted New Jersey Insurance Fair Conduct Act which provides a claimant with the right to bring a bad faith claim against his own carrier for the unreasonable delay or unreasonable denial of a claim for UM/UIM coverage or for the payment of UM/UIM benefits.

The second article summarizes the bills that were signed before the end of the 219th legislative session on Jan. 10, 2022 and discusses my recommendations for new legislation in 2022: "What's Next for Automobile Insurance?"

Should the minimum limits for liability and UM/UIM coverage be increased?

Should UM/UIM coverage be the same limits as liability coverage?

Should an intoxicated plaintiff be barred from recovering economic and noneconomic loss?

Should an intoxicated defendant be permitted to raise the verbal threshold as a defense?

Common Carriers

There are two different modes of transportation: private and public. Private transportation includes automobiles and commercial vehicles used for "personal" purposes. In contrast, public transportation is provided by "common carriers" such as railroads, street cars, subways, buses, steamships, airplanes and taxicabs where passengers pay a fare to be transported to a predetermined destination.

The operator of a private motor vehicle has an obligation to exercise reasonable care in the operation of the vehicle. "Reasonable care" is defined as that "degree of care for the safety of others which a person of ordinary prudence would exercise under similar circumstances." Civil Model Jury Charge, 5.10A.

Under the common law, common carriers have a "heightened duty" to act with the "utmost caution" to protect their passengers. This is a duty that exceeds "ordinary prudence." It is a duty to act as would "a very careful and prudent person."

New Jersey adopted the Tort Claims Act in 1972. The Act abrogated sovereign immunity in tort cases but provided that public entities shall only be liable for their "negligence" within the multiple immunities set forth in the Act. In addition, public employers shall be liable "to the same extent" as a private individual under the circumstances.

New Jersey Transit is a public corporation that is responsible for providing mass public transportation to thousands of people who take buses and trains every day to commute to work and visit friends. NJT is a common carrier that operates over 2000 buses, 1200 trains and 90 light rails. It provides service to nearly 270 million passenger trips a year.

In *Maison v. N.J. Transit Corp.*, 245 N.J. 270 (2021), the Supreme Court considered the standard of care governing common carriers such as New Jersey Transit. Is the standard "reasonable care" (ordinary negligence) or "heightened care" (utmost caution)?

The plaintiff, Anasia Maison, was a passenger on a bus owned by New Jersey Transit and operated by Kevin Coats. During the ride, she was verbally and physically harassed by a group of teenage boys who brandished a knife, threw objects and used foul language. The bus driver witnessed the conduct but watched silently. He did not stop the bus, contact NJT or the police. While leaving the bus, one of the boys threw a bottle that struck Maison in the head and caused a serious wound that required 22 stitches to close.

Maison filed suit against New Jersey Transit and Coats alleging that they breached their duty to protect her from the foreseeable dangers presented by the violent conduct of teenage passengers. NJT argued that, under the Tort Claims Act, the standard of care imposed upon its driver was ordinary negligence; however, the trial court determined that the heightened standard imposed upon common carriers would apply to Coats.

Thus, the trial court held that the defendants were required to exercise "a high degree of care" in protecting the plaintiff. The jury found that NJ Transit was negligent and awarded damages of $1.8 million.

On appeal, the Supreme Court agreed with the trial court. The Court reasoned that the TCA does not impose a lesser standard of care on public carriers than private carriers; does not limit the liability of public carriers to ordinary negligence; and does not treat public carriers any differently than private carriers. Thus, NJ Transit and its drivers must exercise "the utmost caution to protect their passengers as would a very careful and prudent person under similar circumstances."

COMMENTARY:

The plaintiff's complaint did not assert a claim against the unidentified bottle thrower. Thus, the trial court denied the request of NJT to include the bottle thrower on the verdict sheet for the purpose of allocation of fault and damages. The trial court concluded that the Tort Claims Act permitted an allocation of fault only when a party (a potentially liable defendant) is named in the pleading.

The Supreme Court noted that the Tort Claims Act established a "comparative fault" system that strictly limits the liability of public entities "to the percentage of fault directly attributable to them." N.J.S.A. 59:9-3.1. Thus, the plain language of the statute requires an allocation of fault between tortfeasors, regardless of whether a tortfeasor is named as a party. Under the circumstances, the Court remanded the case for a new trial limited to the allocation of fault between the negligent employee (Coats) and the intentional tortfeasor (the unknown bottle thrower).

The Supreme Court also rejected the arguments of NJ Transit that it was immune from liability under the following provisions of the Tort Claims Act: Failure to provide police protection; failure to enforce a law; and good faith enforcement of a law.

Compulsory Liability Insurance: Garage Policies

The New Jersey insurance statutes require every owner of a motor vehicle registered in this state to maintain motor vehicle liability insurance coverage in the amount of $15,000 per person and $30,000 per accident to insure against liability for bodily injury sustained by a victim of an accident involving that vehicle. N.J.S.A. 39:6B-1(a). The purpose of this compulsory liability insurance is to provide "a safety net of third-party coverage."

As a general rule, an automobile liability insurance policy provides coverage even when the vehicle is operated by a person other than the named insured. Under the "permissive user rule", when a driver has permission to use a motor vehicle in the first instance ("initial permission"), any subsequent use is permitted even if not within the initial contemplation of the parties. Any insurance policies that exclude whole classes of permissive users from liability coverage violate public policy and constitute illegal escape clauses.

There are several statutes that require higher limits of compulsory liability insurance than $15/30,000. For example, all persons engaged in the business of "buying, selling or dealing in motor vehicles" must maintain liability insurance on all vehicles owned by the dealer in the amount of $100,000 per person up to $250,000 per incident. N.J.S.A. 39:10-19.

In *Huggins v. Aquilar*, 246 N.J. 75 (2021), the Supreme Court considered whether the insurance policy covering a car dealership (known as a "garage policy") can exclude coverage to an entire class of permissive users (customers who are provided loaner vehicles) in violation of the minimum insurance required by law. The Court concluded that the exclusions in the garage policy constituted an illegal escape clause.

The defendant, Mary Aquilar, brought her car to Trend Motors for service and was provided a loaner for her personal use. She was involved in an accident with plaintiff Tyrone Huggins. Aquilar was insured by GEICO with liability limits of $15/30,000. Huggins was insured by NJM with UIM limits of $100,000.

Trend Motors had a garage policy with Federal Insurance that insured its vehicles for $1 million in liability coverage. However, the policy extends liability coverage to Trend's customers using Trend's loaner vehicles "only if the customer lacks the minimum insurance required by law" and only to the minimum compulsory liability limits. In other words, Federal's policy excludes coverage to all Trend customers who have personal insurance that meets the compulsory statutory minimum of New Jersey law, even if those customers have initial permission to utilize those vehicles for personal use.

Huggins filed suit against Aquilar and Trend for his personal injuries. He also sued NJM for UIM coverage for any damages exceeding GEICO's liability coverage of $15,000. NJM filed a third-party complaint against Federal seeking a declaration that Federal was required to provide liability coverage of $1 million to Aquilar. Federal disclaimed liability because Aquilar had a personal liability policy with GEICO which met the minimum requirements under New Jersey law.

The trial court agreed with NJM because the definition of an insured in the Federal policy constituted an illegal escape clause since it eliminated coverage "for a class of permissive drivers of the dealership's vehicles, namely, Trend customers who maintained personal automobile insurance that met statutory requirements." Thus, the Federal policy "failed to comply with the public policy of requiring all vehicle owners to provide the applicable minimum coverage for permissive users."

On appeal, the Supreme Court noted that "simply stated, this case concerns the compulsory liability insurance requirement imposed on vehicles, though their owners, in order to provide compensation for injury from accidents involving those vehicles." Upon examination of the terms of the Federal policy, the Court determined that it "ineluctably" contained an impermissible escape clause because it "excludes liability coverage to all Trend customers who have personal insurance melting the statutory minimum" and because it "creates an exclusion from compulsory insurance for vehicles based on a class of permissive motorists to

which Aguilar belongs." In other words, Federal cannot exclude from liability coverage cars owned by a dealer that are involved in accidents when driven by customers who have personal insurance of at least $15,000.

As a result, the Supreme Court held that the Federal policy should be reformed to provide liability coverage for Aguilar while driving a loaner vehicle owned by Trend. Since prior case law was unsettled, the Court held that Federal should not be held to its full policy limit of $1 million. Instead, Federal would be required to provide the minimum liability limits of $100/250,000 imposed by statute on dealerships.

COMMENTARY:

The Supreme Court noted that there are other statutes that require higher liability limits than the $15/30,000 required by N.J.S.A. 39:6B(1)(a) such as transportation network drivers ($50/100,000); limousines ($1,500,000); municipal solid waste collection ($500/1,000,000); movers and warehousemen ($25/100,000); and ambulances ($500,000).

While the Supreme Court in *Huggins* made a good faith effort to enforce the compulsory liability insurance laws adopted by the State of New Jersey, the Court seriously fails in its comment that the statute "girds the strength of the liability safety net devised by the legislative insurance scheme for victims of automobile accidents."

The New Jersey compulsory liability laws were adopted in 1972 and provided policy limits of $15,000 per person and $30,000 per accident. While those limits might have been adequate 30 years ago, a policy limit of $15/30,000 surely does *not* provide much of a "safety net" for accident victims in 2022. As we all know, $15,000 does not go a long way today. It is my opinion that, based upon the increase in cost-of-living since 1972, the minimum liability limit today should be $100,000.

Tort Claims Act: Police Immunity

The Tort Claims Act was enacted in 1972 to overrule the common law doctrine of sovereign immunity; however, the Act clearly indicates that immunity of public entities is the rule and liability the exception.

The standard for liability under the TCA depends upon the conduct of the public entity and its employees: whether ministerial or discretionary. Ministerial acts are performed in a prescribed manner without regard to the exercise of individual judgment. Discretionary acts involve the exercise of personal judgment such as policy making decisions that balance competing considerations.

Where the actions of the public entity and its employees are ministerial (non-judgmental), the entity will be liable for "ordinary negligence." Where the action is discretionary (judgmental), the public entity will be liable only if the conduct was "palpably unreasonable."

In *Gonzalez v. City of Jersey City*, 247 N.J. 551 (2021), the Supreme Court considered whether Jersey City was liable for the actions of two police officers who responded to a motor vehicle accident. The decedent, Hiram Gonzalez, was involved in a one-vehicle accident on a highway bridge. Two police officers were dispatched to the scene, called for a tow truck and offered to drive Gonzalez to a safe location off the bridge. He refused to ride "with no Jersey City cops" and called a friend to pick him up. The police left him behind a guardrail, told him to remain in the pedestrian walkway and left the scene to continue their patrols on a busy Saturday night. Shortly thereafter, Gonzalez walked onto the road where he was struck and killed by a car.

The Estate of Gonzalez filed a negligence action against the City of Jersey City and the two police officers. The trial court held that the defendants were entitled to immunity under the Tort Claims Act and dismissed the complaint. The Appellate Division reversed, holding that the actions of the police officers were ministerial and not immune from suit.

Under normal circumstances, the determination as to whether the actions of a public employee were ministerial or discretionary are usually decided by the court as a matter of law. However, the Supreme Court noted that, "if there are facts in dispute," the determination of whether the actions were ministerial or discretionary must be submitted to a jury, not resolved on summary judgment.

In this case, the Court found that there were many facts in dispute as to whether the two officers were directed by dispatch to resume their patrol (ministerial) or whether they made the decision on their own (discretionary). Thus, the Court remanded the case to the trial court so that a jury could make a factual determination.

COMMENTARY:

It is my opinion that the Supreme Court should have resolved this case as a matter of law rather than remanding for a jury trial. It is clear that dispatching a police officer to the scene of an accident is a "ministerial" act as is the towing of the disabled vehicle and the offer to drive Gonzalez to a safe location off the bridge. However, once Gonzalez refused the ride, the officers exercised their judgment to leave him on the bridge with a mere warning to stand behind the guardrail in the pedestrian walkway. This was a "discretionary" act.

Under the circumstances, it is my opinion that the Supreme Court should have determined as a matter of law that the two police officers were engaged in discretionary conduct and that the City of Jersey City would be liable only for "palpably unreasonable conduct."

I note that the police officers acknowledged that it was "standard police practice" to leave a stranded motorist in a safe place. They stated that they could have waited with Gonzalez until his friend arrived but that it was "a busy Saturday night in the summer." In my opinion, the failure of the police officers to ensure the safety of the stranded motorist was "palpable unreasonable conduct" for which the City of Jersey City should be liable as a matter of law.

Statute: Disclosure of Policy Limits

The New Jersey automobile insurance statutes require the owner of every automobile registered in this state to maintain liability insurance coverage for bodily injury in the amount of at least $15,000 for one person in one accident and $30,000 for more than one person in one accident. N.J.S.A. 39:6A-3. While the statute does not specify the maximum policy limits, the Coverage Selection Form approved by the Department of Banking and Insurance permits the named insured to purchase liability coverage up to $250/500,000 split limits or $500,000 single limit. N.J.A.C. 11:3-15.7.

There is nothing in the insurance statutes that requires an insurance carrier to disclose the amount of the policy limits to a person who has been injured in an automobile accident and who is making a claim against a policyholder. Some insurance companies provide this information readily upon request while others refuse to respond on the grounds that this is the confidential information of the policyholder. If the carrier refuses, the injured party is required to file a lawsuit and then request the discovery of "the existence and contents of any insurance agreements" pursuant to Rule 4:10-2(b).

On July 20, 2020, the Governor signed a new law that requires the disclosure of policy limits. N.J.S.A. 39:6A-13.2. The statute states that a New Jersey attorney who represents a person who has suffered a bodily injury in a motor vehicle accident with a person who is insured under a private passenger automobile insurance policy may request the insurer to provide written disclosure of the policy limits within 30 days. The disclosure shall include all private passenger automobile liability insurance policies and all umbrella or excess liability policies.

The request for disclosure of policy limits shall be in writing and shall include the name and last known address of the insured; the date and time of the accident; a copy of the accident report, if available; and the claimant's insurer, policy number, policyholder, tort threshold and PIP coverage limit. The disclosure shall be confidential and shall not be admissible as evidence at trial.

COMMENTARY:

There is nothing to be gained from hiding the policy limits of a potential defendant until after the start of litigation. The amount of insurance coverage is important information which may facilitate the resolution of claims prior to suit—especially if the value of the case exceeds the policy limits. After all, why continue to litigate if the potential recovery is limited by the liability policy?

It is important that the attorney for the claimant obtain information about *both* the underlying automobile policy and any umbrella policies. The automobile policy is easy. The insurer that issued the policy knows the policy limits and can provide a copy of the declaration page or a simple written disclosure.

The umbrella or excess policies are more difficult to ascertain. An umbrella policy is a personal catastrophe liability policy that provides coverage in *excess* to a private passenger automobile policy. It is a separate policy that provides additional liability coverage to the named insured and all resident family members.

The most common automobile liability insurance limits are $100,000 per person, per accident; however, some people have higher limits of $300,000 or $500,000. In addition, it is possible to purchase an umbrella policy with liability limits of $1,000,000 in excess of the automobile policy for a reasonable cost of $150-300 a year.

The effect of a $1 million umbrella policy is dramatic. An insured with a $100,000 auto policy and umbrella policy has liability coverage of $1,100,000. An insured with a $300,000 auto policy and an umbrella has $1,300,000 of liability coverage. With a $500,000 auto policy, an insured with an umbrella policy has liability coverage of $1,500,000.

Obviously, it is important for the claimant's attorney to determine if the insured has an umbrella policy. This will be easy if the insured purchased the policy from the same insurance carrier as the auto policy. However, it is not necessary to purchase both policies from the same company. What if the insured purchased a "stand alone" umbrella from a different carrier? How would the auto carrier know unless they asked the insured?

Thus, I would suggest the following procedure. First, the claimant's attorney must ask the insurer for the potential defendant to certify the automobile liability limits held by the insured. In addition, if the insured has purchased an umbrella from the same company, the insurer must disclose the policy limits of the umbrella.

Second, if the insurer did not issue an umbrella policy to the insured, the claimant's attorney must ask the insurer to obtain a certification from the insured that he either has or does not have an umbrella and, if so, the name of the insurance company and the policy number.

Third, if the insured does not provide such a certification, then the claimant must file a suit against the insured and obtain the discovery of insurance information under Rule 4:10-2(b).

WARNING: A claimant's attorney should never settle a case for the liability limits on a private passenger automobile policy without verification that the insured does *not* have an umbrella policy. This verification can consist of a disclosure from the insurer, a certification from the insured, or a response to a Notice to Produce.

Gerald H. Baker *is New Jersey's foremost expert on automobile insurance. He is counsel to the firm of Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins.*

Javerbaum Wurgaft Hicks Kahn Wikstrom & Sinins, P.C.

Gerald H. Baker

CONTACT

Phone: (973) 379-4200 (tel:(973) 379-4200)
Extension: 4530
Fax: (973) 379-7872
Email: gbaker@lawjw.com (mailto:gbaker@lawjw.com)

?CATION(S):

ıgfield, NJ (/contact-contactpagelocations)

ISTANT(S):

ıldine DePascale
l Assistant
Phone: (201) 659-2635 (tel:)
Fax: (973) 379-7872
Email: gdepascale@lawjw.com (mailto:gdepascale@lawjw.com)

LIVE CHAT

COUNSEL

(https://www.javerbaumwurgaft.com/attorney/gerald-baker/)
Gerald Baker is one of the most able and high-profile personal injury attorneys in the nation. Animated, ever cheerful and possessing a great sense of purpose, Baker has deep roots in fighting for the legal rights of workers and victims of negligence. Son of the prominent, street-smart Hoboken attorney Nathan Baker, Jerry has his own pedigree – he went to Cornell University and later Yale Law School. ("It's all I knew and all I ever wanted to do," says Baker about becoming an attorney.) Jerry's father represented immigrant families of longshoremen and seamen and built a reputation as a leading admiralty law attorney.

By 1982 Jerry had succeeded his father as managing partner of the firm, which was founded in the 1920s. Over the years, Baker's cases have included groundbreaking personal-injury cases, and major high-profile claims as well. He has represented the families of TWA Flight 800, Korean Airlines Flight 007 and Egyptair Flight 990. Such cases routinely led to seven-figure settlements, and bolstered Baker's reputation as one of the nation's leaders of personal-injury law.

REVISED In 2002, he obtained a verdict of $53 million against Conrail in a wrongful death case representing the family of a conductor who was survived by a wife and two young children. This was the largest wrongful death verdict in the history of New Jersey and one of the top 50 verdicts in the United States in 2002.

(Results may vary depending on your particular facts and legal circumstances):

Baker's wood-paneled office, cluttered with case files, looks out over the Hudson river and New York City. (On the morning of September 11, Baker was on the last subway train to pass under The World Trade Center; today he represents, at no charge, the families of several 9/11 victims.) Indeed, Baker is passionate about his profession's abiding virtue – that of affecting social justice and social change.

His firm's four partners all focus on personal-injury law, and each year they handle scores of cases, including aviation, automobile, railroad, products liability, medical malpractice and maritime law. He was born, raised and resides in New Jersey.

- Cornell University, 1964, B.A.
- Yale Law School, 1967, J.D.

- New Jersey State Bar
- New York State Bar

- Inaugural Gerald B. O'Connor Trial Award from NJAJ, 2015
- Listed in Best Lawyers in America, 2007 to 2013*
- American Trial Lawyers Association, Gold Medal, 1994
- Hudson County Bar Association, Merit Award, 1998
- New Jersey State Bar Association, Distinguished Legislative Service Award, 1998

- Million Dollar Advocates Forum* (https://www.javerbaumwurgaft.com/million-dollar-advocates-forum/), 1998
- New Jersey Institute of Continuing Legal Education, Alfred C. Clapp

Laureate, 2000
- American Bar Association
- New Jersey State Bar Association, 1988 – 1992 (Board of Trustees)
- New Jersey State Bar Association (Chair, Automobile Reparations Committee)
- New York State Bar Association
- Association of Trial Lawyers of New Jersey, 1985 – Present (Board of Governors)
- Roscoe Pound Foundation
- Hudson County Bar Association, 1970 – Present (Board of Trustees)
- Hudson County Bar Association, 1983 (President)
- Gerald H. Baker has been selected for inclusion in New Jersey Super Lawyers list in 2005 - 2022.*

***No aspect of this advertisement has been approved by the Supreme Court of New Jersey. Click here (https://dev-javerbaum.newfrontierstaging.com/awards-methodology/) for Award Methodology.**

- "Ethics for the NJ Criminal Attorney," Lawline.com, December 27, 2012

- Speaker, NJAJ Educational Foundation, "Ethics & Professionalism for Criminal Attorneys", April 26, 2012

- Co-Chair, NJAJ Educational Foundation, "Criminal Law Seminar", April 26 & 27, 2012

- Overcoming Ethical Dilemmas Facing Prosecutors and Defense Attorneys, New Jersey Association for Justice, scheduled for April 2011

- Ethics and Professionalism for Criminal Practitioners, New Jersey Association for Justice, November 2010
- Walk In Their Shoes: A Defense Attorney's Advice for Prosecutors, Essex County Prosecutor's Office, October 2010
- Handling a Criminal Case from Arrest to Sentencing, Essex County Bar Association, October 2010
- Building Your Case at the Initial Stage, New Jersey Institute for Continuing Legal Education, September 2010
- Advocating in a Modern World, Newark Academy Cum Laude Society, June 2010
- Electronic Discovery in Civil and Criminal Matters, New Jersey Institute for Continuing Legal Education, April 2010
- Do's & Don'ts of Cross-Examination, New Jersey Association for Justice, April 2010
- Pre-Indictment Strategies, New Jersey Association for Justice, November 2009
- Blog On: How the Internet Has Changed Civil and Criminal Litigation Forever, Essex County Bar Association, October 2009
- White Collar Crime, New Jersey Institute for Continuing Legal Education, September 2009
- Discovering Unburied Treasure on Social Networking Web Sites, American Association for Justice, published May 2009
- Evidentiary and Other Issues Arising in New Jersey Criminal Trials, New Jersey State Bar Association, November 2008
- Grand Jury Practice, Union County Bar Association, May and

KIMBERLY ESPINALES-MALONEY, J.S.C.

BIOGRAPHY

Kimberly Espinales-Maloney was nominated by New Jersey Governor Chris Christie as a Superior Court Judge in June 2014. On July 11, 2014, after confirmation by the Legislature, Ms. Espinales-Maloney became the first Ecuadorian American Superior Court Judge in Hudson County. She currently sits in the Civil Division where she presides over civil, special civil, landlord/tenant and small claims matters. She is also the Special Civil Supervising Judge and sits on the Supreme Court Committee on Diversity, Inclusion and Community Engagement.

Prior to her appointment to the bench, she was a Certified Civil Trial Attorney who represented various insurance companies and their insureds in both personal injury and commercial lawsuits. She was the sole trial counsel in over thirty jury trials, with a high percentage of no cause verdicts.

Aside from her practice, Ms. Espinales-Maloney was active in the legal community. Immediately preceding her appointment, she was an Officer of the Hudson County Bar Association and a member of the Civil Practice and Diversity Committees. She was also a barrister for the Hudson Inns of Court as well as a member of the New Jersey State Bar Association.

Ms. Espinales-Maloney began her legal career as a law clerk for the Honorable Lawrence Weiss, Superior Court Judge, Civil Division, in Union County. She earned a J.D. in 1998 from Seton Hall University School of Law and a B.A. in Political Science in 1994 from Rutgers College.