SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0669-16T2

MARTIN MARANO,

Plaintiff-Respondent,

v.

CHRISTOPHER GLANCEY, JOSEPH RAGUSA, ALFRED IANNELLI, JOHN CIRONE, NORTHSTAR SERVICES, LTD., and J&E, INC.,

Defendants/Third-Party Plaintiffs-Appellants,

v.

MJM INVESTMENT PROPERTIES, LLC, NORTHSTAR LOGISTICS OF VIRGINIA INC., GEORGE GETTY, ATLANTIC NATIONWIDE TRUCKING, INC., JOHN WISEMAN, FALCON EXPRESS, INC., TRANSPRO INTERMODAL TRUCKING, INC.,

Third-Party Defendants.

MARTIN MARANO,

Plaintiff,

v.

CHRISTOPHER GLANCEY, JOSEPH

RAGUSA, ALFRED IANELLI, JOHN CIRONE, NORTHSTAR SERVICES, LTD., and J&E, INC.,

Defendants.

CHRISTOPHER GLANCEY, JOSEPH RAGUSA, ALFRED IANELLI, JOHN CIRONE, NORTHSTAR SERVICES, LTD., and J&E, INC.,

Plaintiffs,

v.

MARTIN MARANO,

Defendant.

Argued December 7, 2017 – Decided December 22, 2017

Before Judges Simonelli, Haas and Rothstadt.

On appeal from Superior Court of New Jersey, Law Division, Camden County, Docket No. L-0686-15.

Timothy J. Bloh argued the cause for appellants (Fox Rothschild, LLP, attorneys; Timothy J. Bloh and Christopher C. Fallon, III, of counsel and on the brief; Nathan M. Buchter, on the brief).

Aya M. Salem argued the cause for respondent (Conrad O'Brien PC, attorneys; John A. Guernsey, Aya M. Salem, and Scott M. Vernick, on the brief).

PER CURIAM

This matter returns to us after remand proceedings directed by our previous opinion. Marano v. Glancey, No. A-4955-14 (App.

Div. Feb. 22, 2016) (slip op. at 1-2, 15-18). In compliance with our instructions, Judge Louis Meloni canvassed the existing record, permitted the parties to submit additional documentation, and conducted a plenary hearing. On July 15, 2016, the judge rendered a comprehensive and thoughtful written opinion, concluding that the parties intended to submit the issues involved in this case to binding arbitration. The judge also reviewed and confirmed the arbitrator's award entered on January 20, 2016 in favor of plaintiff Martin Marano. On September 2, 2016, Judge Anthony Pugliese[1] denied a motion for reconsideration filed by defendants Christopher Glancey, Joseph Ragusa, Alfred Iannelli, John Cirone, Northstar Services, Ltd., and J&E, Inc.

Defendants now appeal from the July 15, 2016 and September 2, 2016 orders. We affirm.

We incorporate herein the procedural history and facts set forth in our prior opinion. Id. at 1-11. We remanded the matter to the trial court after determining there was an ambiguity in Section 11.9 of the parties' Stock Purchase Agreement (SPA) as to whether the matters in dispute between them were subject to arbitration. Id. at 15-16. After reviewing the record developed by the parties in connection with the initial appeal, the

[1] Judge Meloni retired before defendants' motion could be considered.

transcript of the arbitration proceeding, and the arbitrator's January 20, 2016 decision, Judge Meloni conducted a plenary hearing at which Marano and Glancey were the only witnesses.

As detailed in the judge's decision, Marano explained he was seventy-five years old at the time the parties negotiated their agreement and had no interest in engaging in "lengthy litigation" if a dispute arose. Therefore, "he insisted on arbitration." The first draft of the SPA made "no reference whatsoever to arbitration." Accordingly, Marano instructed his attorney to ensure that the matters involved in this case would be arbitrated.

Marano introduced two subsequent drafts of the SPA, which showed that the arbitration provision was then added. Marano testified he did not personally review the language, "but told his attorney what he wanted and why." After further negotiations, the final version of the SPA, including the arbitration provision, was executed by both parties.

Judge Meloni found that Marano's testimony on the parties' negotiations was "credible and made sense[.]" The judge observed that the parties' agreement "was not a boilerplate contract imposed upon some unsuspecting consumer." The judge also noted that both Marano and Glancey had been involved in business for a number of years and "were and are sophisticated. They were each represented by experienced counsel and negotiated at arm's length."

Glancey testified that he did not agree to submit the matters involved in this case to binding arbitration. In support of this claim, Glancey alleged that the arbitration requirement set forth in Section 11.9(b) of the SPA was only intended to apply to "pre-closing disputes to resolve any issue which may arise. . . ." However, Judge Meloni rejected Glancey's allegation, finding that Section 11.9(b) "clearly refers to arbitration of disputes arising under the Promissory Note, which could only arise post-closing." Thus, the judge concluded that Glancey's assertion that the parties did not intend to arbitrate these matters was "not . . . credible especially in light of the fact that [Glancey] testified that he was involved in the drafting of the agreement, and his extensive contract and entrepreneurial experience."

After finding that the parties had consented to arbitration, Judge Meloni reviewed and confirmed the January 20, 2016 arbitrator's award. Defendants filed a motion for reconsideration. Judge Pugliese listened to a recording of the plenary hearing, reviewed the parties' submissions, and denied defendants' motion. In a thorough oral decision rendered on September 2, 2016, the judge explained that "[n]o new facts that could not have been presented at the plenary hearing have been raised [by defendants, and] [n]o legal issues were overlooked." This appeal followed.

On appeal, defendants first argue that Judge Meloni did not follow our remand instructions and rendered a decision that "was fatally flawed because [the decision] did not analyze all of the extrinsic evidence." We disagree.

Our review of a trial court's fact-finding in a non-jury case is limited. Seidman v. Clifton Sav. Bank, S.L.A., 205 N.J. 150, 169 (2011). "The general rule is that findings by the trial court are binding on appeal when supported by adequate, substantial, credible evidence. Deference is especially appropriate when the evidence is largely testimonial and involves questions of credibility." Ibid. (quoting Cesare v. Cesare, 154 N.J. 394, 411-12 (1998)). The trial court enjoys the benefit, which we do not, of observing the parties' conduct and demeanor in the courtroom and in testifying. Ibid. Through this process, trial judges develop a feel of the case and are in the best position to make credibility assessments. Ibid. We will defer to those credibility assessments unless they are manifestly unsupported by the record. Weiss v. I. Zapinsky, Inc., 65 N.J. Super. 351, 357 (App. Div. 1961). However, we owe no deference to a trial court's interpretation of the law, and review issues of law de novo. Mountain Hill, L.L.C. v. Twp. Comm. of Middletown, 403 N.J. Super. 146, 193 (App. Div. 2008), certif. denied, 197 N.J. 129 (2009).

Applying these standards, we conclude that defendants' arguments are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E). We affirm substantially for the reasons stated by Judge Meloni in his thoughtful written opinion. The judge fully discharged the responsibilities we assigned to the trial court in our prior opinion, conducted a plenary hearing, and considered the parties' respective claims. The judge's factual findings, including his specific credibility determinations supporting his conclusion that both parties agreed to arbitrate the dispute involved in this case, are amply supported by the record and, in light of those facts, his legal conclusions are unassailable. Therefore, we affirm the July 15, 2016 order confirming the arbitrator's January 20, 2016 award to plaintiff.

Defendants also assert that Judge Pugliese abused his discretion by denying their motion for reconsideration. Again, we disagree.

We review the denial of a motion for reconsideration to determine whether the trial court abused its discretionary authority. Cummings v. Bahr, 295 N.J. Super. 374, 389 (App. Div. 1996). Reconsideration should only be used "for those cases which fall into that narrow corridor in which either 1) the [c]ourt has expressed its decision based upon a palpably incorrect or irrational basis, or 2) it is obvious that the [c]ourt either did

not consider, or failed to appreciate the significance of probative, competent evidence[.]" Id. at 384 (quoting D'Atria v. D'Atria, 242 N.J. Super. 392, 401-02 (Ch. Div. 1990)).

As Judge Pugliese found after his thorough review of the record, defendants presented "[n]o new facts" in support of their motion for reconsideration, and failed to identify any legal issues that Judge Meloni "overlooked." Thus, Judge Pugliese did not abuse his discretion by denying defendant's motion.

Affirmed.