SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1707-15T2

TERESA MEGARIOTIS,

Plaintiff-Respondent,

v.

JUSTIN A. SILVIA,

Defendant-Appellant,

and

SUSAN C. SILVIA and JOHN SILVIA (a/k/a JACK SILVIA),

Defendants.

Submitted March 14, 2017 – Decided March 27, 2017

Before Judges Fisher and Vernoia.

On appeal from the Superior Court of New Jersey, Law Division, Bergen County, Docket No. L-7495-13.

Justin A. Silvia, appellant pro se.

Law Office of Gary D. Tomasella, L.L.C., attorneys for respondent (Gary D. Tomasella, of counsel and on the brief).

PER CURIAM

Plaintiff Teresa Megariotis commenced this action for damages based on unpaid loans made to defendants John Silvia and Susan C. Silvia, who are married to each other, and their son, defendant Justin A. Silvia. The suit was partially adjudicated by way of summary judgment. The motion judge concluded, by way of a thorough written decision, that loans made by plaintiff to John and Susan were memorialized by a series of promissory notes; in fact, John and Susan conceded they owed plaintiff $261,578.87. The judge found, however, disputed questions of fact about Justin's liability on the same debts. Thus, on July 10, 2015, only partial summary judgment was entered against John and Susan on the conceded amount, and the motion judge left the remaining issues for trial.

A two-day bench trial took place on September 8 and 9, 2015, during which the judge heard the testimony of plaintiff and the three defendants concerning plaintiff's claims against Justin.[1] At the trial's conclusion, Judge William C. Meehan made findings and, based on those findings, concluded that plaintiff was entitled to a judgment against Justin in the amount of $98,535.37, which consisted of $97,813.12 in compensatory damages, $482.52 in interest, and $239.73 in costs. The judgment entered on September 23, 2015, also imposed joint and several liability on John and

[1] The parties stipulated to a dismissal of the remaining claims asserted against John and Susan.

Susan on this indebtedness; in other words, the judge determined that the amount owed by Justin was a portion of the larger debt owed by John and Susan. Judge Meehan later denied Justin's motion for a new trial.

Justin appeals, arguing that the judge's findings were against the weight of the evidence, that the judge relied on evidence that "was not made available" to him, that he did not receive a benefit from the loans made to John and Susan, and that the judge abused his discretion in both denying a new trial and refusing to amend the judgment. We find insufficient merit in all Justin's arguments[2] to warrant further discussion in a written opinion. R. 2:11-3(e)(1)(E). We add only the following comments.

In reviewing the issues presented, we are guided by our familiar standard of review, which requires deference to the findings of a judge sitting without a jury; such findings are not to be disturbed unless they are so "wholly insupportable" by the evidentiary record as to result in a denial of justice. Rova Farms Resort, Inc. v. Investors Ins. Co., 65 N.J. 474, 483-84 (1974). And a trial judge's credibility findings are binding on appeal because of the judge's opportunity to observe the witnesses that

[2] We have only paraphrased Justin's convoluted point headings for clarity and brevity's sake. We reject all arguments that might be discerned from Justin's briefs.

the appellate court lacks. State v. Johnson, 42 N.J. 146, 161 (1964).

To be sure, the circumstances surrounding the series of loans were somewhat convoluted. And, overlaying the claims and defenses was, as the experienced trial judge observed, the fact that all the parties "told me things to mislead me." Consequently, the judge resolved not to give "too much credence to a lot of [the parties'] self-serving statements."

The judge relied, in part, on certain basic and unassailable facts, such as John and Susan's concession -- when acknowledging plaintiff's entitlement to partial summary judgment -- that plaintiff lent them money. Earlier $50,000 loans were memorialized by promissory notes signed only by John and Susan. Following a $167,000 loan transaction, however, a note was signed by John and Susan -- and, ostensibly, Justin -- to repay the entire outstanding indebtedness. The judge found that John, not Justin, signed Justin's name on the note. But the judge also found that to be of no particular significance because he determined that Justin was a party to the $167,000 loan transaction. Indeed, as the judge observed, "Justin admit[ted]" to entering into a loan transaction with plaintiff and only disputed the amount:

> Now Justin himself . . . says the loan is only $72,000, but other than his own bald testimony on [that,] and his family support[] [for that

> contention,] there's no evidence as to that amount. The [c]ourt finds that the loan that [was] made [to Justin was] for $167,000 because that[] [was] the [amount] available [from plaintiff's home equity line of credit] at the time. That's the number that was discussed. And I said I'm weeding through a lot of untruthful statements by both sides on this case to try and arrive at a fair and equitable verdict knowing that a loan did take place.

The judge found Justin "responsible for the $167,000 that was loaned" based on his view of the overall circumstances and the fact that Justin was present when the agreement was reached.[3] Inferring from these and other circumstances that Justin was a participant in the transaction and received a benefit from the loan, Judge Meehan found Justin liable on the $167,000 loan less later payments, which were delineated in the judge's cogent oral opinion. We have been presented with no principled reason for second-guessing Judge Meehan's findings.

Also, as noted above, Justin moved for a new trial, claiming, in part, that he was blindsided by evidence adduced by plaintiff at trial. The record reveals, however, that Justin never served

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[3] In ruling on Justin's later new-trial motion, the judge amplified this particular finding. He emphasized that Justin's testimony -- that he was present at the meeting but "d[id]n't know what[] [was] going on" -- was "incredibly untrue." He again observed that Justin's testimony was untrustworthy and had been "adjusted to whatever . . . facts [he thought would] help [his] case at the moment."

any discovery requests; consequently, to the extent Justin was actually surprised by this evidence, it was a product of his own neglect. The judge acted well within his discretion in rejecting this claim. In addition, the judge recognized that the new material, which Justin submitted in moving for a new trial, could have been offered at trial but Justin strategically chose not to do so.[4] After close examination of the record, we find that no "miscarriage of justice under the law" arose from the denial of the motion. R. 2:10-1.

Affirmed.

[4] As the judge observed, the records Justin submitted in support of his motion -- that were accessible to him at all relevant times -- also revealed that Justin "used [plaintiff's] credit card for $10,000," a fact Justin undoubtedly thought would not have been helpful to his claim of being unaware of the loan transactions.