

**NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION**

This opinion shall not "constitute precedent or be binding upon any court."
Although it is posted on the internet, this opinion is binding only on the
parties in the case and its use in other cases is limited. R.1:36-3.

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-4494-15T2

ESTATE OF VINCENT E. COYLE,

Plaintiff-Respondent,

v.

CRAIG SCOTT, President,
Singer Kearfott Corp.,

Defendant-Appellant.

Submitted April 25, 2017 – Decided May 16, 2017

Before Judges Fasciale and Gilson.

On appeal from the Superior Court of New
Jersey, Passaic County, Docket No. SC-0415-
16.

Julie R. Witte, attorney for appellant.

Respondent has not filed a brief.

PER CURIAM

Defendant Kearfott Corporation (Kearfott) appeals from a May
11, 2016 judgment of \$3042 awarded in small claims court following
a bench trial. We affirm.

Plaintiff is the Estate of Vincent Coyle (Estate). Coyle worked for the Singer Company from 1955 to 1986. During his employment, Coyle became entitled to a \$3000 death benefit.

In 1988, Kearfott Guidance and Navigation Corporation (Kearfott Guidance) purchased certain assets of the Singer Company. Kearfott Guidance later changed its name to Kearfott Corporation.

In 1991, Kearfott sent a letter to Coyle informing him that Kearfott would no longer offer the death benefit to Coyle. The letter went on to explain that if Coyle had satisfied certain requirements at the time of his retirement, he may have been eligible for the \$3000 death benefit. Coyle contacted Kearfott's human resources department and, in 1992, Kearfott sent a letter to Coyle stating that his death benefit would continue and was in effect.

Thereafter, Coyle died and the Estate requested that Kearfott pay the \$3000 death benefit. Kearfott, however, refused to pay. Thus, the Estate filed a complaint in the Special Civil Part of the Law Division. The Estate was self-represented by Patricia Seidel, who is Coyle's daughter and the executor of the Estate. The complaint named Craig Scott as defendant and identified him as president of "Singer Kearfott."

It is undisputed that Kearfott received the complaint because on the day of the trial, Kearfott appeared, represented by its vice president of finance, Steven Grant, Esq., who is also a lawyer. At trial, the court heard testimony from Seidel and Grant. The court also considered various letters and documents submitted by the parties.

Kearfott contended that when it purchased certain assets from Singer, it did not assume Singer's liabilities or obligations. Kearfott also argued that the obligations of Singer, including the death benefit granted to Coyle, were discharged in Singer's 1989 bankruptcy proceedings.

Kearfott acknowledged, however, that it had agreed to honor the death benefits for certain former Singer employees. In that regard, Grant explained that in the 1990s, a number of former Singer employees raised the issue of the death benefits with Kearfott. Some of those former Singer employees were working for Kearfott and other former Singer employees had relatives working at Kearfott. Ultimately, Kearfott agreed to honor the death benefits for the Singer employees who retired from Singer, but not honor the benefits for employees who were terminated from Singer or who left Singer with a severance payment.

After hearing the testimony and reviewing the documents, the trial court found that (1) Coyle had retired from Singer; (2)

Singer sent Coyle a letter in 1991 informing him that he would no longer receive the death benefit; (3) Coyle communicated with Kearfott; and (4) Kearfott ultimately agreed to continue to provide Coyle with a \$3000 death benefit. In making those findings, the court relied on a January 13, 1992 letter sent to Coyle from Kearfott, which stated: "Upon review, we wish to advise you that your \$3,000 life insurance benefit will continue and is in effect."

Accordingly, the trial court entered a judgment awarding the Estate \$3000 plus \$42 in costs. Kearfott now appeals from that judgment.

On appeal, Kearfott makes three arguments: (1) the Estate cannot collect benefits from an individual, Craig Scott, with whom Coyle never had a relationship; (2) the correspondence sent by Kearfott did not establish a contractual obligation, Kearfott made a unilateral mistake in confirming the death benefits, and that mistake does not create an enforceable contract; and (3) the January 13, 1992 letter from Kearfott to Coyle was not a valid enforceable contract because there was no consideration. Plaintiff did not file a responding brief on this appeal. Having reviewed the record, we reject the arguments put forth by Kearfott and affirm.

Kearfott's first argument is a technical, procedural argument. Kearfott argues that the named defendant, Craig Scott,

had no relationship with Coyle. Kearfott never raised this argument before the trial court. Accordingly, we need not consider it. See State v. Stein, 225 N.J. 582, 599 (2016) (noting, "issues not raised below will ordinarily not be considered on appeal" (quoting N.J. Div. of Youth & Family Servs. v. M.C. III, 201 N.J. 328, 339 (2010))). Nevertheless, even if we consider the argument, it has no merit. The transcript of the trial makes it clear that the parties and the court understood that the proper defendant was Kearfott Corporation. Thus, if this argument had been raised, the trial court could have allowed plaintiff to amend the complaint. See R. 4:9-2 (allowing amendment of the pleadings by motion "as may be necessary to cause them to conform to the evidence"). Accordingly, it is clear that the judgment is against Kearfott.

Kearfott's two other arguments rely on law concerning contractual obligations. Thus, Kearfott contends that its 1992 correspondence to Coyle did not create an enforceable contract because there was no consideration. Moreover, Kearfott argues that the 1992 letter was based on a unilateral mistake in that Kearfott thought that Coyle had retired, but it now contends that Coyle received a severance package.


We need not engage in an analysis of contractual law to enforce this judgment. The principle of promissory estoppel binds Kearfott. See Toll Bros., Inc. v. Bd. of Chosen Freeholders of

Burlington, 194 N.J. 223, 253 (2008) (stating that the elements of promissory estoppel are "(1) a clear and definite promise; (2) made with the expectation that the promisee will rely on it; (3) reasonable reliance; and (4) definite and substantial detriment").

When Kearfott first informed Coyle that he would not receive the benefit, Coyle had communications with Kearfott that showed that Coyle thought he was entitled to receive the death benefit. Kearfott then confirmed that he would receive the death benefit. Coyle reasonably relied on Kearfott's 1992 letter, a clear and definite promise to provide the death benefit. If that promise were not enforced, Coyle would have relied on the promise to his detriment. Kearfott is, therefore, estopped from now contending that Coyle's estate is not entitled to the death benefit.

Affirmed.

I hereby certify that the foregoing
is a true copy of the original on
file in my office.


CLERK OF THE APPELLATE DIVISION