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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-2322-16T3

ROBERT J. TRIFFIN,

Plaintiff-Appellant,

v.

NDS, INC., (Individually and Operating
Through Its Agent), CERIDIAN CORPORATION,
a/k/a CERIDIAN PAYMENT SOLUTIONS SUPPORT
and MIKE GUMMESON, CEO and PRESIDENT,

Defendants-Respondents,

and

TIMOTHY SHISSLER,

Defendant.

Argued February 5, 2018 – Decided March 5, 2018

Before Judges O'Connor and Vernoia.

On appeal from Superior Court of New Jersey,
Law Division, Essex County, Docket No.
DC-011517-16.

Robert J. Triffin, appellant, argued the cause
pro se.

Michael J. Gesualdo argued the cause for
respondents (Robinson Miller LLC, attorneys;
Michael J. Gesualdo, on the brief).

PER CURIAM

Plaintiff Robert J. Triffin appeals from an order granting defendant NDS, Inc.'s summary judgment motion and dismissing his complaint that sought damages based on a dishonored check issued on defendant's behalf. We affirm.

Plaintiff's complaint alleges he is the assignee of the rights to a dishonored payroll check issued by Ceridian Corporation on defendant's behalf to one of defendant's employees, Timothy Shissler. Plaintiff alleged the check was cashed by One Stop Financial Services, Inc., but was dishonored when presented for payment. According to the complaint, One Stop assigned all of its rights to the dishonored check to plaintiff. Plaintiff alleged the check bore "No. 731039407."

The complaint claimed the dishonor of the check breached defendant's obligation to pay the check amount in accordance with N.J.S.A. 12A:3-414 (count one), violated the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1 to -68 (count two), and constituted unjust enrichment (count three). Plaintiff sought damages in the amount of the check, and for a returned check fee, consolidated credit reporting and access maintenance fees and pre-judgment interest.¹

¹ Plaintiff also asserted claims against Shissler and Ceridian but dismissed them in the Law Division.

Defendant moved for summary judgment, presenting evidence that its records showed Shissler electronically deposited the check and it was paid. Defendant argued it was entitled to judgment as a matter of law as the drawer of the check pursuant to N.J.S.A. 12A:3-414(c), which provides that "[i]f a draft is accepted by a bank, the drawer is discharged, regardless of when or by whom acceptance was obtained."

Plaintiff opposed the motion, but he did not challenge defendant's claims concerning check No. 731039407. Instead, plaintiff submitted a certification from the general manager of One Stop stating it never cashed check No. 731039407, and never assigned any rights to the check to plaintiff. The general manager explained that when One Stop assigned its rights to various checks to plaintiff, it erroneously listed check No. 731039407 as a dishonored check that was being assigned.

The general manager further certified that One Stop assigned plaintiff its rights to a different check, No. 731008080, which was issued by Ceridian on defendant's behalf to Shissler, was cashed by One Stop, and then dishonored. Thus, the general manager certified that One Stop never cashed check No. 731039407 or assigned any rights to the check to plaintiff. Having presented the general manager's certification in opposition to defendant's

summary judgment motion, plaintiff agreed he was never assigned any rights to check No. 731039407.

The court granted defendant's summary judgment motion. The court determined that based upon the parties' submissions, the undisputed facts showed check No. 731039407 was electronically deposited by Shissler, and that pursuant to N.J.S.A. 12A:3-414(b), NDS, through its agent Ceridian, was discharged as the drawer from any liability to any alleged holder in due course, including plaintiff.² This appeal followed.

In plaintiff's brief on appeal, he does not contend the court erred by granting summary judgment on his claims, to the extent they were founded on the alleged dishonor of check No. 731039407. Indeed, he acknowledges that One Stop never assigned to him any rights to check No. 731039407. At oral argument, plaintiff conceded he was never assigned rights to check No. 731039407, and acknowledged that, consistent with the One Stop general manager's certification, One Stop assigned him its rights to check No. 731008080. Moreover, plaintiff acknowledges he never filed a complaint against defendant arising out of the alleged dishonor of check No. 731008080, and never requested an amendment of the

² The court also granted summary judgment on plaintiff's claims that the alleged dishonor of the check violated "New Jersey's Wage Payment Law" and constituted unjust enrichment.

complaint to assert claims related to the alleged dishonor of that check.


Based on the foregoing, we affirm the court's grant of summary judgment, although on a different basis. See Do-Wop Corp. v. City of Rahway, 168 N.J. 191, 199 (2001) (explaining "appeals are taken from orders and judgments and not from . . . reasons given for the ultimate conclusion"); see also Townsend v. Pierre, 221 N.J. 36, 59 (2015) (explaining that a summary judgment decision is reviewed de novo applying the same standard governing the trial court). The certification of One Stop's general manager, plaintiff's admissions in his brief on appeal, and plaintiff's candid acknowledgement at oral argument establish he lacked standing to assert claims based on the alleged dishonor of check No. 731039407 because he was never assigned any rights to the check.³ Cf. Triffin v. Somerset Valley Bank, 343 N.J. Super. 73, 81 (App. Div. 2001) (finding plaintiff had standing to assert claims against the drawer of dishonored checks because he was "the purchaser and assignee" of the checks). Defendant is therefore entitled to judgment on the claims asserted in the complaint as a matter of

³ Because plaintiff's lack of standing requires summary judgment in defendant's favor, it is unnecessary to address plaintiff's argument that defendant presented insufficient competent evidence supporting the court's determination that check No. 731039407 was electronically deposited and paid.

law. See Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520,
540 (1995).

Affirmed.

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


CLERK OF THE APPELLATE DIVISION