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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-5512-15T4

ROBERT J. TRIFFIN,

Plaintiff-Appellant,

v.

EXTENSIS GROUP, LLC, a/k/a
EXTENSIS and RICHARD
AUGUSTYN,

Defendants-Respondents,

and

MARIA PAGAN,

Defendant.

Argued January 11, 2018 – Decided January 25, 2018

Before Judges Haas and Gooden Brown.

On appeal from Superior Court of New Jersey,
Law Division, Bergen County, Docket No.
DC-003815-16.

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

Ronald A. Berutti argued the cause for
respondents (Weiner Law Group, LLP, attorneys;
Ronald A. Berutti, of counsel and on the
brief).

PER CURIAM

Plaintiff Robert Triffin appeals from the July 26, 2016 order dismissing his complaint after a bench trial. We affirm substantially for the reasons expressed in Judge James DeLuca's comprehensive written opinion issued that same date.

Triffin purchased a dishonored payroll check from Fair Lawn Financial Services d/b/a United Check Cashing (United). The check in the amount of \$610.82 was issued by defendant Extensis Group, LLC (Extensis) to defendant Maria Pagan.¹ The face of the check² prominently stated: "THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND NOT A WHITE BACKGROUND." The copy of the check Triffin introduced in evidence had a white background.

The check also stated: "THE BACK OF THIS DOCUMENT CONTAINS A UNIQUE CHECK IDENTITY BARCODE AND AN ARTIFICIAL WATERMARK — HOLD AT AN ANGLE TO VIEW." Triffin's check did not have this unique barcode or watermark.

¹ Triffin never served Pagan with a copy of his complaint and, therefore, Judge DeLuca dismissed his claims against her at the trial. Triffin does not challenge this ruling on appeal.

² The check was attached to Triffin's complaint and introduced in evidence as an exhibit at the trial. In his appendix, however, Triffin has provided a different copy of the check than what he attached to his complaint, and failed to include the check that was introduced at the trial. Because the document in Triffin's appendix is not properly part of the appellate record, we do not consider it.

In addition, the face of the check stated that it was "Void After 90 Days." The check was dated August 7, 2014, and Triffin did not purchase it from United until October 15, 2015, long after this ninety-day period expired. Finally, the check is marked "VOID" in numerous places on its face.

Under these circumstances, Judge DeLuca held that Triffin was not a holder in due course of the dishonored check and, therefore, he was not entitled to recover against Extensis. As the judge explained, "[a] reasonable person who inspected the check, [and] read the clear warnings and statements contained therein, could and should have determined that they had been presented with either a photocopy or an altered check."

Judge DeLuca also rejected Triffin's argument that Extensis' president, defendant Richard Augustyn, was liable to him for the amount of the check under New Jersey's Wage Payment Law, N.J.S.A. 34:11-4.1 to -34:4.14. Because Triffin failed to demonstrate that Pagan ever assigned any of her rights to him, the judge concluded that Triffin lacked standing to bring this claim. This appeal followed.

On appeal, Triffin presents the following contentions:

POINT ONE

THE TRIAL JUDGE COMMITTED REVERSIBLE ERROR
WHEN HE FAILED TO ADHERE TO THE UCC'S CHECK

COLLECTION STANDARDS, AND AS MANDATED BY THE NEW JERSEY SUPREME COURT.

(A) CONTROLLING LEGAL STANDARDS/CHECK COLLECTION LAW.

(1) THE ADMISSIBLE EVIDENCE IN THE RECORD DOES NOT SHOW THAT EXTENSIS PAID MS. PAGAN'S CHECK.

(2) EXTENSIS FAILED TO SET FORTH A PERSONAL DEFENSE, SO PURSUANT TO N.J.S.A. 12A:3-308 THE ISSUE OF TRIFFIN'S HOLDER IN DUE COURSE STATUS DOES NOT ARISE.

(3) THE VOID AFTER 90 DAYS LEGEND, AND THE SECURITY FEATURES REFERENCED ON THE DISHONORED CHECK WHICH TRIFFIN SEEKS TO ENFORCE AGAINST EXTENSIS ARE OF NO LEGAL SIGNIFICANCE.

POINT TWO

THE TRIAL JUDGE COMMITTED PLAIN AND REVERSIBLE ERROR WHEN HE PERMITTED [AN EXTENSIS' EMPLOYEE] . . . TO TESTIFY, AS TO WHETHER WELLS FARGO PAID MS. PAGAN'S CHECK.


We review the factual findings made by a trial judge to determine whether they are "supported by adequate, substantial and credible evidence." Rova Farms Resort, Inc. v. Investors Ins. Co. of Am., 65 N.J. 474, 484 (1974). Such findings made by a judge in a bench trial "should not be disturbed 'unless they are so wholly insupportable as to result in a denial of justice.'" Id. at 483-84 (quoting Greenfield v. Dusseault, 60 N.J. Super. 436,

444 (App. Div.), aff'd o.b., 33 N.J. 78 (1960)). However, "[a] trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to any special deference." Manalapan Realty, LP v. Twp. Comm., 140 N.J. 366, 378 (1995).

Applying these standards, we discern no basis for disturbing Judge DeLuca's reasoned decision, and we are satisfied that Triffin's arguments are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.

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


CLERK OF THE APPELLATE DIVISION