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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-1332-21

SEAN W. ALEXANDER,

Plaintiff-Appellant,

v.

CENTRAL JERSEY AUTO,

Defendant-Respondent.

Submitted January 31, 2023 – Decided June 23, 2023

Before Judges Sumners and Berdote Byrne.

On appeal from the Superior Court of New Jersey, Law
Division, Ocean County, Docket No. SC-000541-21.

Sean W. Alexander, appellant pro se.

Respondent has not filed a brief.

PER CURIAM

Plaintiff's unopposed appeal seeks to reverse the Special Civil Part order dismissing his small claims complaint against defendant Central Jersey Auto, demanding the \$940.03 cost he incurred in repairing a headlamp to the car he

purchased from defendant. Plaintiff claimed there was an oral agreement for a thirty-day warranty on the car's parts, which included the headlamp. After hearing the parties' testimony in a virtual trial, the Special Civil Part judge credited the testimony of one of defendant's owners and analyzed text messages and emails between the parties, finding there was no oral or implied thirty-day warranty covering the headlamp. Based on the judge's credibility findings, we affirm.

On June 17, 2021, plaintiff purchased a Mercedes 250 GLA from defendant for \$16,500. He testified that, when he bought the car, defendant orally agreed to repair any defective parts within thirty days after the purchase. On July 9, he advised defendant that the front right headlamp was not working. As directed, plaintiff took the car to defendant, who kept it from July 31 to August 8. Contending defendant refused to make the headlamp repair because "the parts were too expensive to fix," he took the car to a Mercedes dealership, where he paid \$940.05 for the repair.

Michael Fenech, one of defendant's owners, testified there was no thirty-day warranty covering the headlamp on plaintiff's car. He stated, as per their custom, they did not charge plaintiff a fee for inspecting the headlamp, but that the inspection did not mean they agreed to assume the repair costs. Fenech

acknowledged they only provide a thirty-day warranty for a powertrain, covering the engine and the transmission.

The Special Civil Part judge determined that because there was no written warranty, plaintiff had to prove defendant gave him an oral or implied thirty-day warranty covering the car's headlamp. The judge found that, beyond arranging for defendant to inspect the car, there was nothing in the parties' emails or text messages which established defendant warranted the car's headlamp for thirty days after its purchase. The judge credited Fenech's testimony that there was no oral agreement giving plaintiff a thirty-day warranty on the car. The judge reasoned "the actions of . . . defendant do not lead the [c]ourt to conclude that they had somehow promised [plaintiff] that since [the headlamp was inoperable] within the 30-days [it was bought] that they would" to repair it for free. Thus, judgment was entered in favor of defendant.

To establish a claim for breach of contract, a plaintiff must prove the existence of a contract with certain terms, the plaintiff's compliance with those terms, the defendant's breach of one or more of them, and a loss to plaintiff caused by that breach. Goldfarb v. Solimine, 245 N.J. 326, 338-39 (2021) (citing Globe Motor Co. v. Igdaley, 225 N.J. 469, 482 (2016)). We review a trial judge's factual determinations, made after a bench trial, deferentially.

D'Agostino v. Maldonado, 216 N.J. 168, 182 (2013). Those determinations are not disturbed unless "so manifestly unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice[.]" Ibid. (citing Seidman v. Clifton Sav. Bank, S.L.A., 205 N.J. 150, 169 (2011)).

Before us, plaintiff argues the judge "erred as a matter of law in granting judgment to . . . defendant as he breached their oral agreement." We disagree, as the judge's findings were amply supported by his credibility assessment of the witnesses' testimony and consideration of the documentary evidence.

Plaintiff also argues defendant "breached [its] duty to fulfill [its] obligations as advertised on [its] website which clearly gives two warranty options." However, plaintiff relies upon an exhibit, a copy of the website, which, based upon the trial transcript, was not presented by plaintiff at trial. Consequently, defendant was unable to challenge plaintiff's argument, and the judge was unable to consider the exhibit's admission into evidence or its applicability to plaintiff's claim. We therefore decline to consider the argument and exhibit because they neither relate to the Special Civil Part's jurisdiction to hear the dispute nor does the argument substantially implicate the public interest. See Zaman v. Felton, 219 N.J. 199, 226-27 (2014) (citation omitted).

In sum, there is no basis to reverse the judgment order dismissing plaintiff's complaint because plaintiff failed to prove defendant provided him a thirty-day warranty on the car he purchased.

Affirmed.

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



CLERK OF THE APPELLATE DIVISION