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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-2165-16T3

TRACEY M. PEREZ, individually
and on behalf of those similarly
situated,

Plaintiff-Appellant,

v.

LEONARD AUTOMOTIVE ENTERPRISES,
INC., d/b/a TOYOTA OF HACKENSACK,

Defendant-Respondent.

Submitted May 1, 2018 – Decided May 7, 2018

Before Judges Fisher and Natali.

On appeal from Superior Court of New Jersey,
Law Division, Bergen County, Docket No.
L-5882-16.

Ballon Stoll Bader & Nadler, PC, attorneys for
appellant (Michael J. Sheppeard, of counsel;
Vano I. Haroutunian, on the brief).

Respondent has not filed a brief.

PER CURIAM

Plaintiff, on her own behalf and others similarly situated,
commenced this action against defendant Leonard Auto Enterprises,

Inc., from which she purchased a motor vehicle. Plaintiff alleged violations of the Consumer Fraud Act, N.J.S.A. 56:8-1 to -20, the Retail Installment Sales Act, N.J.S.A. 17:16C-1 to -61, the Truth-in-Consumer Contract, Warranty and Notice Act, N.J.S.A. 56:12-14 to -18, the Truth In Lending Act, 15 U.S.C. §§ 1601 to 1667f, and the common law.

Defendant successfully moved for dismissal based on the arbitration agreement contained in the sales contract. Immediately above and in the same squared section in which the buyer's signature was required, the sales contract stated:

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

[Emphasis added.]

The arbitration provision on the contract's fifth page states, among other things, that "either you or we may choose to have any dispute between us decided by arbitration and not in court or by jury trial." The rest of this clear and unambiguous arbitration agreement is set forth in the motion judge's written decision and need not be repeated here.

Plaintiff appeals, arguing in two points that: (1) "there was no meeting of the minds" and, for that reason, "no enforceable arbitration agreement" came into being – an argument plaintiff acknowledges she failed to raise in the trial court; and (2) the arbitration agreement is unenforceable "because it did not clearly inform or explain to plaintiff that, by agreeing to resolve disputes in arbitration, she [waived] her right to have disputes related to the contract resolved in court." There is no doubt that the arbitration agreement fully satisfies the letter and spirit of Atalese v. U.S. Legal Servs. Grp., L.P., 219 N.J. 430 (2014). Consequently, we find insufficient merit in these arguments to warrant further discussion in a written opinion, R. 2:11-3(e)(1)(E), and affirm substantially for the reasons set forth by Judge Robert C. Wilson in his cogent and well-reasoned written decision.

Affirmed.

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


CLERK OF THE APPELLATE DIVISION