SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-1659-20

SARA ANN EDMONDSON,

Plaintiff-Appellant,

v.

AMERICAN ARBITRATION ASSOCIATION,

Defendant-Respondent.

Submitted March 1, 2022 – Decided April 27, 2022

Before Judges Currier and Smith.

On appeal from the Superior Court of New Jersey, Law Division, Camden County, Docket No. L-2521-20.

Sara Ann Edmondson, appellant pro se.

Day Pitney, LLP, attorneys for respondent (Paul J. Halasz and Michael L. Fialkoff, on the brief).

PER CURIAM

Plaintiff appeals from the September 11, 2020 order dismissing her complaint. We affirm.

In February 2012, plaintiff contracted with a car dealership for the trade-in of her car and the purchase of a used car. Plaintiff agreed to an $800 trade-in credit for her vehicle. The purchase agreement contained an arbitration provision in which the parties agreed to "arbitrate any claim, dispute, or controversy . . . that may arise out of or relating to the sale . . . identified in this agreement." The arbitration was to take place before an arbitrator and in accordance with the rules of defendant American Arbitration Association (AAA).

After plaintiff experienced mechanical issues with the new vehicle, and multiple repairs were not successful, she attempted to return the car to the dealership. The dealership would not take the car back and demanded plaintiff turn over the title to the traded-in car or reimburse it for the $800 credit. Plaintiff refused to do either.

The dealership filed suit against plaintiff in Superior Court. After the complaint was dismissed, plaintiff filed a demand for arbitration with AAA. However, the dealership refused to pay the fees for the arbitration as required under the purchase agreement. Therefore, AAA refused to administer the arbitration.

Plaintiff filed additional suits in both state and federal court, all seeking arbitration of her claims. The federal court ordered the parties to arbitration. Edmondson v. Lilliston Ford, Inc., No. 13-7704, 2017 U.S. Dist. LEXIS 63354, *1, *7 (D.N.J. Apr. 26, 2017). In December 2016, after a hearing, the AAA arbitrator dismissed all of plaintiff's claims against the dealership and ordered her to turn over the title of her trade-in car. If plaintiff failed to produce the title, she was ordered to refund the $800 trade-in credit to the dealership and remove the car from the premises. Plaintiff was subject to a $35 daily storage fee if she did not produce the title and remove the car or failed to reimburse the trade-in credit.

Plaintiff did not comply with the arbitration award. Instead, she moved in federal court to vacate the arbitration award. The motion was denied. Id. at *1. The Third Circuit affirmed the order. Edmondson v. Lilliston Ford Inc., 722 Fed. App'x 251, 252 (3d Cir. 2018). Thereafter, plaintiff filed a complaint in Superior Court to vacate the arbitration award, alleging actions of consumer fraud, rescission of contract that was the product of fraud, negligent hiring, common law fraud, equitable fraud, and negligent misrepresentation.

Defendant moved to dismiss the complaint, contending it was barred under the six-year statute of limitations, and the doctrine of collateral estoppel, and AAA was immune from suit under N.J.S.A. 2A:23B-14(a).

In a comprehensive written decision issued September 11, 2020 with an accompanying order, Judge Steven J. Polansky granted defendant's motion. The court also denied plaintiff's subsequent motion for reconsideration.

In reviewing a Rule 4:6-2(e) dismissal, we employ the same standard as that applied by the trial court. Donato v. Moldow, 374 N.J. Super. 475, 483 (App. Div. 2005). Our review is limited to "the legal sufficiency of the facts alleged in the complaint." Id. at 482. We "assume the facts as asserted by plaintiff are true[,]" and we give the plaintiff "the benefit of all inferences that may be drawn . . . ." Banco Popular N. Am. v. Gandi, 184 N.J. 161, 166 (2005) (quoting Velantzas v. Colgate-Palmolive Co., 109 N.J. 189, 192 (1988)). "Where, however, it is clear that the complaint states no basis for relief and that discovery would not provide one, dismissal of the complaint is appropriate." Cnty. of Warren v. State, 409 N.J. Super. 495, 503 (App. Div. 2009) (citing Sickles v. Cabot Corp., 379 N.J. Super. 100, 106 (App. Div. 2005)).

Plaintiff's arguments lack sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E). We affirm substantially for the reasons

expressed by Judge Polansky as reflected in his well-reasoned written opinion. We add only the following brief comments.

Plaintiff spent years pursuing litigation in both state and federal court seeking enforcement of the arbitration provision in the parties' purchase agreement. When she finally received the result she sought—an arbitration before an AAA arbitrator—she was dissatisfied with the arbitrator's award.

The complaint before us for review seeks to relitigate issues already resolved in state and federal courts and alleges no legitimate grounds to support vacating the award. Judge Polansky thoroughly considered plaintiff's allegations in light of the applicable principles of law and concluded all of the claims failed. We discern no reason to disturb his well-reasoned decision.

Affirmed.