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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-3003-20**

ROBERT J. TRIFFIN,

Plaintiff-Appellant,

v.

CSL PLASMA, INC,

Defendant-Respondent,

and

VICTORIA AUGUST,

Defendant.

Argued January 10, 2023 – Decided March 17, 2023

Before Judges Susswein and Berdote Byrne.

On appeal from the Superior Court of New Jersey, Law
Division, Essex County, Docket No. DC-002465-20.

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

William P. Reiley argued the cause for respondent
(Ballard Spahr, LLP, attorneys; William P. Reiley, on
the brief).

PER CURIAM

Plaintiff appeals from a May 17, 2021, trial court order granting summary judgment to defendant CSL Plasma, Inc. (CSL).¹ We affirm.

On September 6, 2019, CSL issued a payroll check to Victoria August, an employee, in the amount of \$864.03. The check was drawn from CSL's Wells Fargo account. That same day, August electronically deposited the payroll check with Capital One. August did not indorse the check prior to depositing it with Capital One.

The following day August presented the check with her indorsement to United Check Cashing. United Check Cashing presented the indorsed check to Wells Fargo, but the check was dishonored as a duplicate and returned to United Check Cashing without payment. On January 28, 2020, United Check Cashing assigned the dishonored check to plaintiff through an agreement. As the holder in due course after assignment, plaintiff filed this enforcement action pursuant to N.J.S.A. 12A:3-414(b).

At the conclusion of discovery plaintiff and CSL filed both motions for summary judgment pursuant to Rule 4:46-2(c). The trial judge granted summary

¹ Plaintiff voluntarily dismissed claims against defendant Victoria August at the trial level with prejudice. She did not participate in this appeal.

judgment to CSL and dismissed plaintiff's case with prejudice. The trial court noted the underlying facts were nearly identical to the decision in Triffin v. SHS Group, LLC, 466 N.J. Super. 460 (App. Div. 2021), where plaintiff sued to enforce an obligation against the drawer of the check. Plaintiff appealed.

On appeal, plaintiff argues the trial court erred by misconstruing the indorsement requirements of N.J.S.A. 12A:3-201, misapprehending the federal requirements for substitute checks in 12 U.S.C. 5003(b), misapplying the relevant holdings SHS Group, 466 N.J. Super. 460, and misapplying the acceptance provision of N.J.S.A. 12A:3-414(c). We disagree.

When reviewing orders concerning motions for summary judgment we use the same standard as the trial court and review the decisions de novo. Davis v. Brickman Landscaping Ltd., 219 N.J. 395, 405-06 (2014). Brill v. Guardian Life Ins. Co. of America, 142 N.J. 520, 540 (1995). Summary judgment is appropriate when the moving party have established there are no genuine disputes as to any material facts, and when the facts, viewed most favorably to the non-moving party, entitles the moving parties to judgment as a matter of law. R. 4:46-2(c).

Pursuant to the New Jersey's version of the Uniform Commercial Code:

[A] "check" is a draft, N.J.S.A. 12A:3-104(f); a "drawer" is the person who signs a draft ordering

payment from [his or her] account (i.e., the person who wrote the check), N.J.S.A. 12A:3-103(a)(3); and a "depository bank" is "the first bank to take an item," such as a draft. N.J.S.A. 12A:4-105.

[SHS Grp., LLC, 466 N.J. Super. at 467.]

Moreover, pursuant to N.J.S.A. 12A:4-105, a "payor bank" is the drawee of the draft. CSL was the drawer of August's payroll check, or draft, Capital One was the depository bank and Wells Fargo was the payor bank.

In SHS Group we held the drawer of a check, or draft, is discharged of any obligation in an enforcement action when it establishes acceptance by a depository bank. SHS Grp., LLC, 466 N.J. Super. at 465, 470. In SHS Group, we read N.J.S.A. 12A:3-414(c)² in conjunction with N.J.S.A. 12A:4-205.³ Id. at 465, 469. Drawing on the official comments to the New Jersey Commercial Code, we found a customer's indorsement of an electronically deposited check is "immaterial" to acceptance by the depository bank, which may supply the missing indorsement of its customers pursuant to N.J.S.A. 12A:4-205(b). Id. at 469. Thus, where the drawer proves acceptance by a bank, it establishes a

² "If a draft is accepted by a bank, the drawer is discharged, regardless of when or by whom acceptance was obtained."

³ "The depository bank becomes a holder of the item at the time it receives the item for collection if the customer at the time of delivery was a holder of the item, whether or not the customer indorses the item. . . ."


previous payment defense to bar subsequent holders in due course seeking enforcement against the drawer. SHS Grp., LLC, 466 N.J. Super. at 469 (holding N.J.S.A. 12A:4-205 applicable and fatal to enforcement action where defendant demonstrated electronic indorsement by both depository bank and payor bank and deduction from the drawer account).

The undisputed record demonstrates when August electronically deposited the draft, the money was deducted from the drawer CSL's account at payor bank, Wells Fargo. The draft was therefore accepted at the depository bank as contemplated by N.J.S.A. 12A:4-205, relieving CSL of the obligation pursuant to N.J.S.A. 12A:3-414(c).

The trial judge correctly applied the holdings in SHS Group in granting summary judgment. Plaintiff's remaining 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