

**NOT FOR PUBLICATION WITHOUT THE
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-3573-22**

FRANK ROBINSON,

Plaintiff-Respondent,

v.

BRIAN GARCIA, p/k/a
"PEOPLES,"

Defendant-Appellant.

Submitted May 28, 2024 – Decided June 6, 2024

Before Judges Mayer and Whipple.

On appeal from the Superior Court of New Jersey, Law
Division, Bergen County, Docket No. L-5165-21.

Bastarrika, Soto, Gonzalez & Somohano, LLP,
attorneys for appellant (Franklin G. Soto, on the brief).

Cariddi & Garcia, attorneys for respondent (Anthony J.
Cariddi, on the brief).

PER CURIAM

Defendant Brian Garcia p/k/a "Peoples" appeals from an October 28, 2022 order granting partial summary judgment to plaintiff Frank Robinson on the issue of liability for breach of contract, and a June 22, 2023 amended final judgment, awarding plaintiff the sum of \$394,343.73, exclusive of prejudgment interest. Because there were genuine disputes as to material facts regarding the issue of liability, we are constrained to vacate the October 28, 2022 order and June 22, 2023 amended final judgment and remand for further proceedings.

We recite the facts from the motion record. On January 15, 2015, plaintiff and defendant executed an agreement for plaintiff to serve as defendant's agent in the entertainment industry. Pursuant to the agreement, plaintiff would receive a ten-percent commission of all income defendant earned from employment secured by plaintiff, plus a ten-percent interest in all copyright royalties defendant received from such employment.

After signing the agreement, defendant produced several music tracks for 300 Entertainment LLC (300 Entertainment) and Theory Entertainment LLC (Theory Entertainment) on behalf of the music artists Willie Maxwell and Fifth Harmony. Defendant paid no commissions or copyright royalties to plaintiff on the income he received from that work.

On August 3, 2021, plaintiff filed a complaint alleging defendant breached the agreement by failing to pay commissions and copyright royalties on the music defendant produced for 300 Entertainment and Theory Entertainment. After the close of discovery, plaintiff and defendant moved for summary judgment on liability. In support of his motion, plaintiff certified he was entitled to commissions and copyright royalty payments because he promoted defendant's work to 300 Entertainment and Theory Entertainment and negotiated the release of music by Maxwell and Fifth Harmony. In opposition to plaintiff's motion, defendant denied plaintiff negotiated any music releases on his behalf or that plaintiff played any role in his relationship with Maxwell or Fifth Harmony.

On October 28, 2022, the summary judgment motion judge granted plaintiff's motion "on the issue of liability for breach of contract," and denied defendant's summary judgment motion. In her statement of reasons placed on the record, the judge stated:

There's nothing before me to show that [the agreement] isn't a valid contract. It is a valid contract. . . .

So I am going to grant [plaintiff's] [] motion, saying that . . . the contract is valid. . . . However, there is [an] argument made as to how much, if any, money [] [p]laintiff is entitled to. . . . [T]hat is the issue[] that [is] left . . . in this case.

. . . .

So, I'm entering judgment in favor of [p]laintiff on the issue of liability for breach of contract only.

The summary judgment motion judge wrote on the October 28, 2022 order that she "made no determination as to damages," and that issue would be resolved at a separate trial.

On June 1, 2023, a different judge conducted a bench trial on damages. Plaintiff called a "speciali[st] in forensic copyright" as his sole fact witness. The copyright specialist provided calculations in support of money defendant earned as Maxwell's producer from June 22, 2016 through September 15, 2022.

Defendant also testified at the damages trial. During direct examination, the following exchange occurred between defendant and defense counsel:

Q. . . . [T]here's been a lot of talk in this case about what you were supposed to do as part of this [agreement]. . . .

Q. . . . But you didn't hear any testimony here about what [p]laintiff [] was supposed to do. Is that correct?

A. No, I didn't hear any.

Q. Right. So I'm going to go through this contract . . . with you.

Plaintiff's counsel objected, arguing defense counsel's questioning was a "rehearing [of] the summary judgment [motion]." Defense counsel disagreed,

contending the summary judgment motion judge "found the [agreement] was valid" but made no decision "[o]n liability."

The damages trial judge took a recess to review the record related to the parties' summary judgment motions. After her review, the damages trial judge stated:

Defendant sought summary judgment . . . that there were performance criteria to bring the contract into existence, and that they hadn't been met. [] Plaintiff cross[-]moved for summary judgment on breach of contract. And [the motion judge] entered two orders. She . . . denied [d]efendant's motion and granted [p]laintiff's motion. And the specific language of that order . . . is [a] grant of summary judgment to [p]laintiff [] on the issue of liability for breach of contract.

. . . I will not hear [that] [d]efendant . . . shouldn't be liable . . . for the breach of contract. The [summary judgment motion] judge found that [defendant] breached the contract and was liable in damages. And so, arguments that [] [p]laintiff didn't perform or is not entitled to collect damages would be contrary to that order and I'm not going to hear them.

The damages trial judge entered a June 1, 2023 order directing plaintiff to prepare a "spreadsheet demonstrating a proposed damage calculation . . . [and] a proposed form of judgment." On June 22, 2023, the damages trial judge entered an amended final judgment, finding plaintiff entitled to \$394,343.73 in

commission payments and copyright royalties, plus prejudgment interest in the amount of \$26,168.72.

On appeal, defendant contends the summary judgment motion judge erred because there were disputed issues of material fact precluding summary judgment. Specifically, defendant disputed plaintiff's efforts to secure employment with Theory Entertainment and 300 Entertainment. Defendant further claims the summary judgment motion judge erred in declaring the parties' agreement enforceable when the issue was whether defendant breached the agreement. He also argues the agreement constituted an unconscionable contract of adhesion.¹

We review an order granting a motion for summary judgment de novo, applying the same standard as the trial court. Samolyk v. Berthe, 251 N.J. 73, 78 (2022). Summary judgment is appropriate where the record establishes there is "no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law." R. 4:46-2(c). We consider "whether the competent evidential materials presented, when viewed in the light

¹ Defendant never presented this argument to the summary judgment motion judge or the damages trial judge. We take no position on defendant's unconscionable contract of adhesion argument. On remand, defendant may raise this issue.

most favorable to the non-moving party, are sufficient to permit a rational factfinder to resolve the alleged disputed issue in favor of the non-moving party." Brill v. Guardian Life Ins. Co. of Am., 142 N.J. 520, 540 (1995). 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," and are reviewed de novo. Rowe v. Bell & Gossett Co., 239 N.J. 531, 552 (2019) (quoting Manalapan Realty, L.P. v. Twp. Comm. of Twp. of Manalapan, 140 N.J. 366, 378 (1995)).

Defendant argues the judge erred in granting plaintiff's motion for summary judgment because there were materially disputed facts regarding whether defendant breached the agreement. We agree.

Here, the orders entered by the summary judgment motion judge found in favor of plaintiff "on the issue of liability for breach of contract." However, in her statement of reasons, the summary judgment motion judge did not address breach of contract. Rather, the summary judgment motion judge concluded the agreement was valid.

Rule 1:7-4(a) provides: "The court shall, by an opinion or memorandum decision, either written or oral, find the facts and state its conclusions of law thereon . . . every motion decided by a written order that is appealable as of right

. . . ." Accordingly, "[i]n support of an order granting summary judgment, a judge is required to detail the findings of fact and conclusions of law in a written or oral opinion." Allstate Ins. Co. v. Fisher, 408 N.J. Super. 289, 299-300 (App. Div. 2009) (citing R. 1:7-4(a) and R. 4:46-2(c)).

Because "[n]either the parties nor the appellate court is 'well-served by an opinion devoid of analysis,'" "[a] motion judge is obligated 'to set forth factual findings and correlate them to legal conclusions. Those findings and conclusions must then be measured against the standards set forth in Brill v. Guardian Life Ins[.] Co. of Am[.], 142 N.J. 520, 540 (1995).'" Id. at 300 (quoting Great Atl. & Pac. Tea Co., Inc. v. Checchio, 335 N.J. Super. 495, 498 (App. Div. 2000)). In the "absence of any factual findings or legal conclusions, meaningful review is impossible," and we "are constrained to reverse the order[] granting summary judgment . . . and to remand [the] matter to the trial court." Raspantini v. Arocho, 364 N.J. Super. 528, 533 (App. Div. 2003); accord Estate of Doerfler v. Fed. Ins. Co., 454 N.J. Super. 298, 301-02 (App. Div. 2018).

Without articulating reasons in support of a trial judge's order, we are "left to conjecture as to what the judge may have had in mind." In re Farnkopf, 363 N.J. Super. 382, 390 (App. Div. 2003) (quoting Salch v. Salch, 240 N.J. Super. 441, 443 (App. Div. 1990)). Our function is "to review the decision of the trial

court, not to decide the motion tabula rasa." Estate of Doerfler, 454 N.J. Super. at 302.

In her oral statement of reasons, the judge concluded the agreement was enforceable as a "valid contract," but made no fact findings or legal conclusions in support of her deciding against defendant "on the issue of liability for breach of contract." The summary judgment motion judge's decision fell short of the requirements under Rule 1:7-4. Moreover, the parties presented materially disputed facts whether plaintiff obtained or solicited defendant's employment with Theory Entertainment and 300 Entertainment such that defendant breached the agreement and owed money to plaintiff.

For these reasons, we vacate the October 28, 2022 order, as well as the June 22, 2023 amended final judgment, and remand to the trial court for proceedings consistent with this opinion.

Vacated and remanded. We do not retain jurisdiction.

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


CLERK OF THE APPELLATE DIVISION