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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-1278-25

JOHNSON GMC CADILLAC,
INC., CHRISTOPHER
MCDONALD, ANNE ESKOW,
and JASON PALECCO,

Plaintiffs-Appellants,

v.

EDWIN B. MINCHIN, III,

Defendant-Respondent.

Submitted March 25, 2026 – Decided April 20, 2026

Before Judges Mayer, Paganelli and Jacobs.

On appeal from the Superior Court of New Jersey, Law
Division, Warren County, Docket No. L-0324-25.

Lavery, Selvaggi & Cohen, attorneys for appellants
(William H. Pandos, of counsel and on the briefs).

Edwin B. Minchin, III, self-represented respondent.

PER CURIAM

interpretation and scope of this Arbitration Provision, any allegation of waiver of rights under this Arbitration Provision, and the arbitrability of the claim of dispute . . . shall . . . be resolved by neutral, binding arbitration and not by a court action." The court impermissibly ventured into these areas when it rendered its decision. Because the parties contractually agreed these issues were to be resolved in arbitration, the court should have transferred the matter, in its entirety, to arbitration. On remand, the matter must be transferred and the litigation stayed. The parties agreed the Federal Arbitration Act would govern and the act requires a stay. See 9 U.S.C. § 3.³

* The arbitrator may conclude some or all of the parties' claims are not *
subject to arbitration. In that circumstance, if a challenged counterclaim is *
* returned to the Law Division, the trial court should allow Minchin to amend his *

³ If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, shall on application of one of the parties stay the trial of the action until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.

[(Emphasis added).]