

SUPREME COURT OF VERMONT

Sulaiman J. Jadallah v. Town of Fairfax, Stacy Wells, Gabriel Handy
and Sidon Pantry, LLC

186 A.3d 1111 (Vt. 2018) · No. 2017-287 · Decided March 23, 2018

SUMMARY

The Vermont Supreme Court affirmed the trial court’s denial of Sulaiman Jadallah’s request to revise or vacate a settlement involving Gabriel Handy and Sidon Pantry, LLC. The Court also affirmed summary judgment for the Town of Fairfax and Stacy Wells, holding that Jadallah’s claims were barred by the statute of limitations and that no evidentiary hearing was required.

CASE DETAILS

COURT	Supreme Court of Vermont
WRITING FOR THE COURT	Skoglund, J.; Reiber, C.J.; Eaton, J.; Carroll, J.
JURISDICTION	Vermont
DECIDED	March 23, 2018
DOCKET	2017-287
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed from the trial court's denial of his motion for relief from a settlement agreement and its grant of summary judgment for the Town of Fairfax and Stacy Wells.
STANDARD OF REVIEW	The Court reviewed the trial court's treatment of the Rule 60 motion and denial of relief for abuse of discretion. It reviewed summary judgment rulings de novo, applying the same standard as the trial court. The Court also reviewed the decision not to hold an evidentiary hearing for abuse of discretion.
PRECEDENTIAL VALUE	published
PARTIES	Sulaiman J. Jadallah v. Town of Fairfax, Stacy Wells, Gabriel Handy, Sidon Pantry, LLC

TOPICS

- summary judgment
- statute of limitations
- civil procedure
- appellate procedure
- motion for reconsideration

PRACTICE AREAS

civil procedure

appellate procedure

contracts

real estate

municipal law

statute of limitations

remedies

QUESTIONS PRESENTED

1. Whether the trial court properly treated Jadallah's Rule 60 motion as a motion to revise an interlocutory dismissal order under Vermont Rule of Civil Procedure 54(b).
2. Whether the trial court abused its discretion in denying relief from or reformation of the settlement documents.
3. Whether summary judgment was proper because Jadallah's claims against the Town and Wells were barred by the statute of limitations.
4. Whether incarceration or alleged fraudulent concealment tolled the applicable statute of limitations.
5. Whether the trial court erred by deciding the motions without conducting an evidentiary hearing.

HOLDINGS

1. Because the order did not adjudicate all claims and the rights and liabilities of all parties, it was interlocutory and subject to revision under Vermont Rule of Civil Procedure 54(b); a Rule 60 motion was therefore inappropriate.
2. The trial court did not abuse its discretion in denying Jadallah's request for relief or reformation because justice did not require reopening the settlement or altering the deed.
3. Summary judgment for the Town and Wells was proper because Jadallah's civil claims accrued no later than May 2008 and his October 2014 complaint was filed after the applicable limitations period had expired.
4. Neither Jadallah's later incarceration nor the alleged fraudulent concealment tolled the statute of limitations.
5. The trial court acted within its discretion in deciding the motions without an evidentiary hearing.

KEY QUOTATIONS

"As there was no final order adjudicating all claims against all parties, a Rule 60 motion was inappropriate." (¶ 11)

"Therefore, we hold that appellant was on inquiry notice of the cause of action—that a deed, fraudulent or not, was recorded—at the earliest in April 2008 and at the latest May 2008 and thus the statute of limitations expired in May 2014—at least four months before appellant filed his complaint." (¶ 18)

"Therefore, appellant's claims were time-barred, and the trial court properly granted the Town and Wells's motion for summary judgment." (¶ 20)

FACTUAL BACKGROUND

Jadallah operated a restaurant on property he owned and obtained a 2007 loan from Gabriel Handy secured by a quitclaim deed that could be recorded upon default after notice and an opportunity to cure. Jadallah defaulted while incarcerated, Handy recorded the deed in April 2008, and Jadallah received notice of the recording from Handy, a mortgagee, and a bankruptcy-related title search by May 2008. In 2015, Jadallah settled his claims against Handy and Sidon Pantry and executed a deed confirming their title, but later sought to undo the settlement and continued litigating claims against the Town and Stacy Wells.

PROCEDURAL HISTORY

Jadallah sued all four defendants on claims including slander of title, negligence, fraud, deceptive acts and practices, trespass, and conversion; he also asserted breach-of-contract and intentional-interference claims. Jadallah settled and dismissed his claims against Handy and Sidon Pantry, while claims against the Town and Wells continued. The trial court treated Jadallah's Rule 60 motion as a motion to revise an interlocutory dismissal order, denied relief, and granted summary judgment to the Town and Wells because the claims were time-barred and unsupported by evidence.

DISPOSITION

affirmed

CASES CITED

- Putney Sch., Inc. v. Schaaf, 157 Vt. 396, 407, 599 A.2d 322, 328 (1991)
- Marconi Wireless Tel. Co. of Am. v. United States, 320 U.S. 1, 47-48 (1943)
- Remes v. Nordic Grp., Inc., 169 Vt. 37, 39-40, 726 A.2d 77, 79 (1999)
- Gallipo v. City of Rutland, 2005 VT 83, ¶ 13, 178 Vt. 244, 882 A.2d 1177
- King v. Gorczyk, 2003 VT 34, ¶ 7, 175 Vt. 220, 825 A.2d 16
- Clayton v. Unsworth, 2010 VT 84, ¶ 28, 188 Vt. 432, 8 A.3d 1066
- Agency of Nat. Res. v. Towns, 168 Vt. 449, 452, 724 A.2d 1022, 1024 (1998)
- Lamoille Cty. Sav. Bank & Trust Co. v. Belden, 90 Vt. 535, 541, 98 A. 1002, 1005 (1916)
- Abajian v. TruexCullins, Inc., 2017 VT 74, ¶ 19, 176 A.3d 534
- Blake v. Nationwide Ins. Co., 2006 VT 48, ¶ 21, 180 Vt. 14, 904 A.2d 1071
- Sandgate Sch. Dist. v. Cate, 2005 VT 88, ¶ 12, 178 Vt. 625, 883 A.2d 774 (mem.)
- Alexander v. Dupuis, 140 Vt. 122, 125, 435 A.2d 693, 695 (1981)