

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

Eric Poe v. Driver History Sales Corp., et al.

Poe · No. 1:20-14586 (RMB-SAK) · Decided December 23, 2025

SUMMARY

The United States District Court for the District of New Jersey denies individual defendants’ motion for summary judgment in Eric Poe’s action concerning a consulting agreement, alleged fraud regarding the existence of a corporate entity, and entitlement to 15% of sale proceeds. The court concludes that genuine disputes of material fact remain regarding contract interpretation, personal liability, the alleged fraud, and the applicability of the economic loss doctrine. The matter is to be scheduled for trial.

CASE DETAILS

COURT	United States District Court for the District of New Jersey
WRITING FOR THE COURT	Renée Marie Bumb
JURISDICTION	United States District Court for the District of New Jersey
DECIDED	December 23, 2025
DOCKET	1:20-14586 (RMB-SAK)
DISPOSITION	other
PROCEDURAL POSTURE	Individual Defendants Stephen Esposito and Scott Nichols moved for summary judgment on Plaintiff’s declaratory-judgment, breach-of-contract, and common-law fraud claims.
STANDARD OF REVIEW	Summary judgment is appropriate only when the movant shows that no genuine dispute as to any material fact exists and that the movant is entitled to judgment as a matter of law. The court may not weigh evidence at summary judgment and must resolve reasonable inferences, doubts, and credibility issues against the moving party.
PRECEDENTIAL VALUE	nonprecedential
PARTIES	Eric Poe v. Driver History Sales Corp., Stephen Esposito, Scott Nichols, et al.

TOPICS

summary judgment

breach of contract

contract interpretation

fraudulent inducement

commercial litigation

PRACTICE AREAS

contract law

commercial litigation

civil procedure

fraud

QUESTIONS PRESENTED

1. Whether summary judgment was appropriate on the issue of the Individual Defendants' personal liability under a consulting agreement signed on behalf of a nonexistent corporate entity.
2. Whether the economic loss doctrine barred Poe's common-law fraud and fraudulent-inducement claim.
3. Whether the consulting agreement's Sales Clause unambiguously terminated with the agreement or otherwise failed to survive termination.
4. Whether the term "sale" unambiguously excluded the 2012 minority-interest transaction or rendered Poe's breach-of-contract claim untimely under New Jersey's six-year statute of limitations.
5. Whether factual disputes concerning alleged misrepresentation, reliance, the meaning of the Sales Clause, and damages precluded summary judgment.

HOLDINGS

1. Summary judgment was inappropriate because the consulting agreement reasonably identified DHIS, rather than DHI, as the contracting party, Esposito signed on behalf of DHIS, DHIS was never incorporated, and disputed evidence existed concerning the Individual Defendants' roles and Poe's understanding.
2. The economic loss doctrine did not bar Poe's fraud claim because the alleged misrepresentation concerning DHIS's separate corporate existence occurred in connection with contract formation and could constitute conduct extrinsic to the contract.
3. The Sales Clause was ambiguous as to whether Poe's 15% entitlement survived termination of the consulting agreement, so summary judgment was inappropriate.
4. The term "sale" in the Sales Clause was ambiguous, and the resulting factual dispute precluded summary judgment on whether the 2012 minority-interest transaction triggered the clause and whether Poe's contract claim was time-barred.
5. Genuine disputes of material fact concerning the alleged misrepresentation, Poe's reliance, the parties' intent, and the amount and allocation of damages precluded summary judgment on the fraud and contract claims.

KEY QUOTATIONS

“Upon finding that genuine disputes of material fact are pervasive, the Court will DENY Individual Defendants’ Motion for Summary Judgment and intends to SCHEDULE this matter for TRIAL upon submission of the Final Pre-Trial Order.” (Opening disposition)

“If the nonmoving party presents a reasonable alternative reading of the contract, then a question of fact as to the meaning of the contract exists which can only be resolved at trial.” (Section V.A)

“At best, the language of the Consulting Agreement is ambiguous as to the definition of the term “sale”.” (Section V.C.b)

“It is for the jury, not the Court, to decide this factual dispute.” (Section V.D)

FACTUAL BACKGROUND

Poe entered a consulting agreement identifying Driver History Sales Corp. (DHIS) as the contracting company and providing him commissions plus 15% of DHIS's sales proceeds under specified circumstances. DHIS was never incorporated, although Stephen Esposito signed the agreement on its behalf, and the parties disputed whether Poe intended to contract with DHIS or its parent, Driver History Inc. The businesses later underwent mergers and ownership transactions, including a 2012 minority investment and later acquisitions by TransUnion. Poe claimed that the transactions triggered the agreement's Sales Clause and that the Individual Defendants fraudulently induced him to contract by misrepresenting DHIS's corporate existence.

PROCEDURAL HISTORY

Poe filed the action in October 2020 and filed the operative amended complaint in March 2021. After limited discovery, the court denied the motion to dismiss in January 2023. Following settlements with TransUnion and DHIS LLC, the remaining defendants included DHIS, Esposito, Nichols, and unidentified defendants. The court denied the Individual Defendants' motion for summary judgment because genuine disputes of material fact remained and stated that the matter would be scheduled for trial after submission of the Final Pre-Trial Order.

DISPOSITION

other

CASES CITED

- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247–48, 252, 265 (1986)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586–87 (1986)
- Celotex Corp. v. Catrett, 477 U.S. 317, 323 (1986)
- Emil Jutrowski v. Township of Riverdale, Jutrowski v. Twp. of Riverdale, 904 F.3d 280, 288–89 (3d Cir. 2018)
- Manahawkin Convalescent v. O’Neill, 85 A.3d 947, 958–59 (N.J. 2014)
- Newport Assocs. Dev. Co. v. Travelers Indem. Co., 162 F.3d 789, 792 (3d Cir. 1998)
- Fashion Brokerage Int’l, LLC v. Jhung Yuro Int’l LLC, No. CIV. 10-746 RBK/JS, 2011 WL 976478, at *4 (D.N.J. Mar. 14, 2011)
- Red Hawk Fire & Sec., LLC v. Siemens Indus. Inc., 449 F. Supp. 3d 449, 465 (D.N.J. 2020)
- Banco Popular N. Am. v. Gandi, 876 A.2d 253, 260 (N.J. 2005)
- Pearson v. Component Tech. Corp., 247 F.3d 471, 485 (3d Cir. 2001)

- State, Dep't of Env't Prot. v. Ventron Corp., 468 A.2d 150, 164–65 (N.J. 1983)
- Cap. Health Sys., Inc. v. Symmetry Workforce Sols., LLC, No. 24-CV-00202-ESK-MJS, 2025 WL 1554256, at *4 (D.N.J. June 2, 2025)

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