

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

D15701
G/gts

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Submitted - April 27, 2007

WILLIAM F. MASTRO, J.P.
JOSEPH COVELLO
DANIEL D. ANGIOLILLO
THOMAS A. DICKERSON, JJ.

2006-05017

DECISION & ORDER

Matthew J. McGuckin, Jr., appellant, v
Snapple Distributors, Inc., et al., respondents.

(Index No. 17920/03)

DeIorio Law Firm, LLP, Rye Brook, N.Y. (Howard B. Cohen of counsel), for appellant.

Hogan & Hartson, LLP, White Plains, N.Y. (Jonathan T. Rees and Bart G. Van de Weghe of counsel), for respondents.

In an action, inter alia, to recover damages for breach of contract, the plaintiff appeals from an order of the Supreme Court, Westchester County (Rudolph, J.), entered April 12, 2006, which granted the defendants' motion for summary judgment dismissing the amended complaint.

ORDERED that the order is affirmed, with costs.

Pursuant to a contract, the plaintiff markets, sells, and distributes beverage products for the defendant Snapple Distributors, Inc. (hereinafter Snapple), to retail outlets in a specifically designated geographic area of Manhattan. He commenced this action after Snapple and the defendant Snapple Beverage Corp., entered into agreements with the New York City Department of Education to directly sell their products to public schools, and with the New York City Marketing Development Corporation to directly sell their products to municipal entities.

The plaintiff failed to raise a triable issue of fact in response to the defendants' establishment of their entitlement to judgment as a matter of law that the contract unambiguously allowed Snapple to market, sell, and distribute products to institutional accounts such as public

schools and municipal entities. The contract should be enforced according to its plain meaning (*see W.W.W. Assoc. v Giancontieri*, 77 NY2d 157, 162; *Malleolo v Malleolo*, 287 AD2d 603; *Albanese v Consolidated Rail Corp.*, 245 AD2d 475). Therefore, the Supreme Court properly granted the defendants' motion for summary judgment dismissing the amended complaint.

MASTRO, J.P., COVELLO, ANGIOLILLO and DICKERSON, JJ., concur.

ENTER:

A handwritten signature in black ink, reading "James Edward Pelzer". The signature is written in a cursive, flowing style with a large initial "J".

James Edward Pelzer
Clerk of the Court