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**SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0196-21**

**BRIX HOSPITALITY, LLC, BRIX
KENILWORTH, LLC, and BRIX
LAUREL, LLC,**

Plaintiffs,

v.

**ANIL PATEL, MANISH PATEL,
NORTHSTAR KENILWORTH,
LLC, NORTHSTAR LAUREL,
LLC, and SUN NATIONAL BANK,**

**Defendants/Third-Party
Plaintiffs-Respondents,**

v.

**NARENDRA LAKHANI, DARSHAN
LAKHANI, SONALI MODY,
BRIX RESOURCES, INC., BRIX
HOSPITALITY, LLC, BRIX
KENILWORTH, LLC, BRIX LAUREL,
LLC, LAKHANI PROPERTIES, LLC,
LAKHANI ASSOCIATES, LLC and
LILYBLUE, LLC,**

Third-Party Defendants,

SUN NATIONAL BANK,

Plaintiff,

v.

ANIL PATEL, MANISH PATEL, and
NORTHSTAR KENILWORTH, LLC,

Defendants-Respondents,

v.

NARENDRA LAKHANI, DARSHAN
LAKHANI, SONALI MODY, BRIX
RESOURCES, INC., BRIX
HOSPITALITY, LLC, BRIX
KENILWORTH, LLC, and BRIX
LAUREL, LLC,

Third-Party Defendants.

NARENDRA LAKHANI, SONALI
MODY, and DARSHAN LAKHANI,

Plaintiffs,

v.

ANIL PATEL, MANISH PATEL,
RAJNI PATEL, JAYESH PATEL,
NORTHSTAR HOTEL GROUP,
INC., NORTHSTAR MANAGEMENT,
INC., NORTHSTAR KENILWORTH,
LLC, NORTHSTAR LAUREL, LLC,
NORTHSTAR TECHNOLOGIES,
LLC, and AM STAR HOSPITALITY,

LLC,

Defendants-Respondents,

v.

BRIX RESOURCES, INC.,
BRIX HOSPITALITY, LLC,
BRIX KENILWORTH, LLC,
and BRIX LAUREL, LLC,

Third-Party Defendants.

SUN NATIONAL BANK,

Plaintiff,

v.

ANIL PATEL, MANISH PATEL, and
NORTHSTAR KENILWORTH, LLC,
jointly, severally, and in the alternative,

Defendants-Respondents,

v.

NARENDRA LAKHANI, DARSHAN
LAKHANI, SONALI MODY, BRIX
RESOURCES, INC., BRIX
HOSPITALITY, LLC, BRIX
KENILWORTH, LLC, and BRIX
LAUREL, LLC,

Third-Party Defendants.

PALASH GUPTA,

Appellant.

Argued May 16, 2023 – Decided June 27, 2023

Before Judges Summers and Berdote Bryne

On appeal from the Superior Court of New Jersey, Law Division, Somerset County, Docket Nos. L-1778-10, L-0386-11, L-0758-11 and L-0809-11.

Stephen C. Matthews argued the cause for appellant (DLA Piper LLP (US), attorneys; Stephen C. Matthews, Amanda L. Camelotto, and Marc A. Silverman, on the briefs).

Jonathan I. Rabinowitz argued the cause for respondent Jonathan Rabinowitz, Esq., Court-Appointed Receiver in Aid of Execution (Rabinowitz, Lubetkin & Tully, LLC, attorneys; Jonathan I. Rabinowitz, of counsel and on the brief; John J. Harmon, on the brief).

PER CURIAM

Non-party appellant, Palash Gupta (Gupta), appeals a trial court order in this matter awarding sanctions against him. After careful review of the record and in light of applicable legal principles, we discern no reason to disturb the trial court's order and affirm.

Despite the excursive procedural record, the issue presented to us on appeal is not complicated: after a wide-ranging investigation by the court-

appointed Receiver in aid of execution yielded Gupta as a person of interest, the Receiver subpoenaed bank records. Gupta attempted to quash the subpoena duces tecum. The bank records revealed substantially more information than Gupta provided in two certifications to the trial court in support of his motion to quash, which the Receiver contended were material omissions made to deliberately mislead the court and quash the subpoena. The Receiver moved for sanctions against Gupta, which the trial judge granted.

Gupta argues the trial court abused its discretion by granting the Receiver's sanctions. Gupta maintains he did not defraud the court and argues the trial court committed reversible error by not holding a plenary hearing and failing to properly analyze the Receiver's affidavit of services. We briefly recount the facts which led to the present dispute between the Receiver and Gupta.

Anil and Manish Patel were business partners with Narendra and Darshan Lakhani; together they jointly owned Brix Hospitality LLC, Brix Kenilworth LLC, and Brix Laurel LLC, with the Lakhani's having the controlling interest. In 2005, Brix Hospitality, LLC, a New York entity, purchased a Comfort Inn Hotel in Long Island City, New York, for approximately \$12 million.

In January 2008, Brix Hospitality sold the Comfort Inn for approximately \$20.5 million. The partners elected to reinvest the proceeds instead of distributing the profits from the sale for more favorable tax treatment, and created two more entities, Brix Kenilworth, a New Jersey entity, and Brix Laurel, a Maryland entity.

On April 8, 2008, through the Brix Kenilworth entity, the Patels and Lakhani purchased the Kenilworth Inn, in Kenilworth, New Jersey for the purchase price of \$11.6 million, borrowing \$8.7 million from Sun National Bank (SNB) to complete the purchase. They executed a mortgage and promissory note in favor of SNB. The Inn was the sole asset of Brix Kenilworth. The Patels also executed an unconditional guarantee for the note. Brix Laurel purchased Comfort Inn Laurel with a \$4.5 million loan from SNB, guaranteed by the Patels, which was the sole asset of that entity.

During the economic downturn of 2008, their enterprise allegedly experienced reduced revenues, and the parties were unable to agree between reductions in distributions or covering their debt service. The Lakhani removed the Patels as managers.

On October 1, 2010, SNB filed a complaint in the Law Division seeking to collect upon the unconditional guaranties against the Patels (the Note Action).

On October 7, 2010, SNB also instituted a foreclosure complaint (the Foreclosure Action). The Patels failed to appear or contest the Note Action, and SNB obtained an uncontested final judgment in the Note Action against the Patels and Northstar Kenilworth for \$9,747,461.90 plus \$477.41 in daily interest for each day after August 6, 2011. The Patels never appealed nor sought reconsideration of the final judgment in the SNB action.

Extensive mediation involving the Lakhani, Patels, and SNB followed. As a result of mediation, on December 7, 2011 SNB assigned the mortgage, note, and note modification agreement to the Lakhani. SNB also assigned the final judgment from the Note Action to the Lakhani.

The Foreclosure Action remained pending for almost a year after the Note Action concluded. During the pendency of the Foreclosure Action, judgment debtors did not appear, object, or otherwise defend the action. On October 23, 2012, the trial court entered final judgment in the Foreclosure Action.

In addition to purchasing SNB's rights in the civil law division action, on December 20, 2012, the Lakhani also purchased SNB's foreclosure rights through a separate entity called Lakhani Associates, which assumed the rights of SNB in both the Foreclosure Action and the Note Action. However, instead of proceeding with a Sheriff sale in the foreclosure action, the Lakhani

transferred Brix Kenilworth's interest to Lakhani Associates by way of deed in lieu of foreclosure. The transfer deed resulted in a discharge of mortgage. The discharge of mortgage noted, in relevant, the mortgage made April 8, 2008, between Brix Kenilworth and SNB "has been PAID IN FULL or otherwise SATISFIED and DISCHARGED"

By transferring the deed in lieu of foreclosure and avoiding a sheriff sale, the Lakhani retained the property through the Foreclosure Action and were able to continue pursuing the money judgment on the unconditional guaranty in the parallel Law Division Note Action.

By letter dated May 1, 2014, more than a year after the conclusion of the Foreclosure Action, the Patels disputed they owed any amount of the final judgments in either action. The Patels then filed a series of motions, which the trial court referred to as "repetitive" attempts "to frustrate collection efforts," which the court, in turn, accelerated.¹ These efforts included post-judgment motions to stay collection efforts, and a motion for a fair-market value hearing in October 2016, four years after uncontested final judgments were entered.

¹ During this time, the Patels or one of their entities had apparently declared bankruptcy. The record is not clear on when the bankruptcy began, what chapter the Patels filed under, or if the foreclosure proceedings were automatically stayed, but a final judgment in bankruptcy was entered in May 2014.

There is no evidence in this record that the Patels attempted to vacate the final judgments pursuant to Rule 4:50.

On June 29, 2017, the Patels sought leave to appeal for the first time. The Appellate Division summarily denied the motion for leave, foreclosing the Patels' ability to challenge either of the final judgments.

Even after leave to appeal was denied, the Patels continued to attack the validity of the judgment in the trial court, filing a 2018 "motion to mark" the judgment satisfied, arguing that when SNB assigned the deed to the Lakhani's, who then recorded the deed in lieu of foreclosure, the mortgage was satisfied and discharged, which extinguished the Lakhani's' other actionable claims arising under the unconditional guaranty. The trial court denied that motion January 24, 2019.

In September 2020, the trial court granted the Patels' motion to partially stay the proceedings with respect only to hearings that would implicate their testimony, as they are being actively investigated by the United States Department of Justice. No part of that order is before us on appeal.

On November 7, 2016, the trial court appointed respondent, Jonathan I. Rabinowitz, Esq., as the Receiver in aid of execution (Receiver) of judgment pursuant to N.J.S.A. 2A:17-66. The Receiver was authorized "to preserve,

manage, operate and liquidate all of the Patels' assets and property" The Receiver claims the Patels allegedly attempted to obstruct the Receiver's investigation multiple times, which prompted the Receiver to seek sanctions, including incarceration, against the Patels in 2018. The court did not authorize incarceration, but issued a ninety-one-page order and opinion finding the Receiver established a prima face case "the Patels may have engaged in a years-long, systematic scheme to defraud their creditors, including Lakhani Associates, LLC by placing millions of dollars in assets beyond the reach of lawful collection efforts."

Since 2016, the Receiver has been engaged in investigatory collection efforts which yielded information about judgment debtors, their associates, attempts to secret assets, and attempts to make the Patels judgment-proof. Material to the present appeal, the Receiver found in 2011, after entry of final judgment in the Note Action, the Patels transferred their ownership interests in another hospitality entity, Brandywine Hospitality, LP (BHLP) to Alpesh Patel, Manish's brother. The sole asset of BHLP was a Holiday Inn in West Chester, Pennsylvania. The Patels were unable to produce transfer documents or evidence of consideration for these transfers.

In July 2015, BHLP refinanced the hotel, resulting in a net "cash-out" of proceeds totaling approximately \$1.7 million. The proceeds from the transaction were distributed first from the BHLP to another of the Patels' companies, AM Star, and from AM Star to the Patels' family members and friends. None of the recipients of these proceeds, including Gupta, held membership interests in BHLP or AM Star. The Receiver discovered suspicious distributions from AM Star to Gupta regarding after the BHLP cash-out totaling \$166,666.60.

The judgment debtors employed a similar arrangement through another entity, Mount Olive Route 80 LLC (MO80), in which both Anil and Manish held a 15% ownership stake. In 2016, MO80 sold the hotel, resulting in net proceeds of approximately \$2.875 million. These proceeds, like the proceeds from the BHLP refinance, were distributed from MO80 to AM Star, then from AM Star to the Patels' family members or friends. Yet again, none of the recipients of these proceeds, including Gupta, held membership interests in MO80 or AM Star. The Receiver discovered a suspicious distribution from AM Star to Gupta after the MO80 transaction totaling \$98,249.92.

After having discovered and presented to the court approximately \$259,916.52 in suspicious distributions to Gupta, in August 2020, the Receiver

caused a subpoena duces tecum to be served on TD Bank records pertaining to accounts over which Gupta had signatory authority. In September 2020, Gupta filed a motion to quash. After the Receiver filed opposition, Gupta filed a reply certification where he disclosed, for the first time, a series of loans to Mount Olive Hospitality. Gupta identified three loans: a loan of \$300,000 for which he received a promissory note dated October 21, 2011; a loan for \$40,000 for which he received a promissory note dated October 24, 2011; and a loan for \$100,000 for which he received a promissory note dated April 2, 2012. In other words, Gupta represented in his reply certification the sum total of his involvement with the Patels and MO80 was three loans totaling \$440,000. He also certified he made a \$250,000 payment to one of the Patels' previous law firms, Sprague & Sprague to cover their legal fees. Thus, his total involvement with the Patels, according to his two initial certifications, was approximately \$690,000.

Gupta was unsuccessful in multiple attempts to quash the subpoena, including a September 30, 2020 motion to stay enforcement of the subpoena, an October 9, 2021 emergent order to show cause seeking to enjoin TD Bank from responding to the subpoena pending outcome of a reconsideration motion, and a November 30, 2020 motion for leave to file interlocutory appeal following the

trial court's denial of reconsideration. Gupta does not challenge any of those orders on appeal.

The information obtained as a result of the subpoena revealed that from October 2014 through June 2016, AM Star issued twenty-two checks to Gupta. Notably, AM Star issued two checks to Gupta every month for nine months: from January 2014 through July 2014, and again September through October 2014. The monthly checks were issued in amounts of \$2,500 and \$4,166 respectively, thus totaling \$6666.66 per month for nine months in the calendar year 2014, or \$59,999.94. Additionally, AM Star issued two checks to Gupta in 2015, one in February for \$325,000, and one in July for \$22,500. AM Star also issued two checks in 2016, both on June 30, one for \$79,999.92, and one for \$16,250. In sum, between 2014 and 2016, while the judgment debtors were claiming insolvency, AM Star paid Gupta \$503,749.86.

The bank records also show two checks from Tristar to Gupta. Tristar is an entity wholly owned by the Patels. The first check, dated November 1, 2018, was for \$60,000, and the second, dated August 24, 2018, was for \$250,000. The Tristar checks to Gupta amounted to approximately \$310,000.

In addition to the \$250,000 paid to Sprague & Sprague on behalf of the Patels, and the \$440,000 issued to AM Star for MO80, Gupta also issued three

checks as follows: an April 28, 2015 check to AM Star for \$100,000; a December 12, 2017 check to Tristar for \$65,000; and a January 7, 2019 check for \$12,500.

Gupta also held signatory authority over another checking account, ANM, Inc. ANM owns a "Mexican Post" restaurant franchise in Wilmington, Delaware. The bank records revealed that from December 4, 2013, through August 6, 2014, ANM issued twenty distribution checks to Manish Patel totaling \$85,000. Additionally, from October 2017 through August 2018 ANM issued forty-two checks labelled as "distributions" to individuals who are not ANM shareholders. The checks, which total \$476,975, were issued at the same time ANM issued distribution checks to Gupta and Alpesh Patel, but not Manish, which, as the Receiver frames, suggests the checks were intended to conceal payment to Manish. Gupta attempted to rebut this suggestion with a corporate counsel certification that ANM had two other officers, which he failed to initially disclose.

On April 8, 2021, the Receiver filed a motion for sanctions based on Gupta's lack of candor in his initial certifications to the court. The Receiver highlighted the following omissions: (1) an August 14, 2014 loan to another previous counsel representing the Patels, Dilworth Paxson, for \$325,000; (2) an

April 28, 2015 loan to AM Star for \$100,000; (3) a December 12, 2017 loan to Tristar for \$65,000; (4) a January 9, 2019 loan to Northstar holding for \$12,500, and an August 24, 2018 loan to Tristar for \$30,000.

Gupta attempted to explain the discrepancies between his contradictory certifications to the trial court. In his first certification, made in September 2020, in support of quashing the subpoenas, Gupta certified ANM had only three owners: Alpesh, Manish and him. Once the Receiver discovered the forty-two distribution checks from October 2017 through August 2018, Palash certified, in his opposition to sanctions, ANM has had four different owners at various times. On May 17, 2021, he stated:

My September 2, 2020 certification stated that Manish, Alpesh, and I are the only officers and owners of ANM but omitted other individuals who are or have been other shareholders of ANM at various times. [I did not include them because they had no connection with this case and their names never came up. ANM currently has four owners, including me, Manish, Alpesh, and Jaimini Amin ("Jaimini"). Between August 2017 and March 2019, Sanil Shah was also a stockholder in ANM, but he has since sold his interest back to the Restaurant. Attached hereto as Exhibit 8 is a letter prepared by Poppiti Law LLC, corporate counsel of ANM, detailing the stockholders of ANM since 2017.

To lend credence to his latest certification, Gupta attached ANM's corporate counsel's certification, dated May 12, 2021, and which states in full:

This is to confirm the Stockholders of ANM, Inc.
I have been corporate counsel since early 2019.
The Stockholders, as of 2017 and moving forward to
today, have been and are:

Manish Patel
Palash Gupta
Jaimin Amin
Alpesh Patel

From August 2017 to March 2019, Sanil Shah was
also a Stockholder but is no longer one.

....

In evaluating the Receiver's and Gupta's claims, the trial court found,
based on the Receiver's investigation and bank subpoenas alone:

Gupta made purported loans to the Judgment Debtors
and Judgment Debtors' entities totaling \$1,082,500
(\$250,00 paid to Sprague & Sprague + \$300,000 "loan"
to Mount Olive [both disclosed] + \$532,500 in "loans"
disclosed for the first time in the opposition).

The trial court found Gupta's contradictory certifications self-serving and
incredible, especially given the numerous instances Gupta admitted to omitting
material facts while contradicting others. The court further observed "when the
entire record of the motions to quash made by Gupta, and this motion is
reviewed, it is apparent that Gupta attempted to minimize his connection to the
Patels. In so doing, Gupta presented information that has been shown to be
palpably false." The trial court found Gupta cloaked his position under the
auspice of concern for his own financial privacy, but upon further inspection,

"sought to minimize his connections with the Patels in order to shield himself and the Patels from further inquiry into their ties in order to throw off the scent of the Receiver's inquiry concerning potential fraudulent conveyances." The court awarded \$41,351 in sanctions.

Following the award of sanctions, the Receiver submitted a fee certification detailing fees and costs spent investigating Gupta, which the trial court granted. The court found the Receiver had incurred \$26,346 in fees and costs in contesting Gupta's multiple motions to quash and enjoin TD Bank from answering the subpoena, even after the court had denied the motion to quash. Following the success of the subpoena investigation and sanctions motion, the court requested Receiver submit a new fee certification.

The Receiver submitted invoices in support of his fees and costs certification outlining a request for \$51,913.60. The trial court found Receiver's certification complied with RPC 1.5, but still reduced the award by \$10,562.50, resulting in a total fees and costs award of \$41,351.

Gupta appeals the order for sanctions and subsequent order awarding fees and costs, arguing he did not commit a fraud on the court because omissions in a certification differ from material misrepresentations and the award of sanctions and fees constitute an abuse of discretion.

Decisions regarding sanctions imposed for violating a court order are made at the discretion of the trial judge. Kornbleuth v. Westover, 241 N.J. 289, 300 (2020); Williams v. Am. Auto Logistics, 226 N.J. 117, 128 (2016); Gonzalez v. Safe & Sound Sec., 185 N.J. 100, 115 (2005); State v. Wolfe, 431 N.J. Super. 356, 363 (App. Div. 2013). "The decision to dismiss a case or sanction parties for failure to appear for trial falls within the discretion of the trial judge." Kornbleuth, 241 N.J. at 300.

Gupta argues, with great subtlety, he did not lie to the court, he simply omitted information in his certifications which he did not believe was material to the Receiver's investigation. Gupta relies upon Triffin v. Automatic Data Processing Inc., 394 N.J. Super. 237, 252-53 (App. Div. 2007), to argue sanctions are warranted only where a party has set in motion an unconscionable scheme to hamper the opposing party's claim or defense. He argues those prerequisites to sanctions are absent here because the transactions between him and the Patels "either had nothing to do with this matter or he did not know their purpose." He also argues there are issues of fact surrounding his intent and frames his certifications as a credibility issue which the trial court should have held a plenary hearing to resolve.

A trial court has the inherent authority, independent of Rule 1:4-8, to award attorney's fees for unreasonable litigation conduct. See, e.g., Triffin, 394 N.J. Super. at 251 ("Separate and distinct from court rules and statutes, courts possess an inherent power to sanction an individual for committing a fraud on the court."). However, "it must be exercised with restraint and discretion because of its potency." Dziubek v. Schumann, 275 N.J. Super. 428, 439, (App. Div. 1994). "[T]he imposition of such a sanction is generally not imposed under this power without a finding generally that the . . . conduct constituted or was tantamount to bad faith." Id. at 440.

We must be mindful of the context in which this sanction arose – a detail neither party addresses in its briefs. Court-appointed receivers are an extension of the court. See generally R. 4:53. The appointment of a receiver in aid of execution, in particular, is an extraordinary measure taken by the court with statutory authorization after less coercive measures have failed. See First Nat'l State Bank of N.J. v. Kron, 190 N.J. Super. 510, 515-16 (App. Div. 1983) (appointing receiver in aid of execution in light judgment debtors "recalcitrant attitude," "evasive responses," and "less severe remedies [had] failed the creditor.").

The Receiver was interacting with Gupta in the context of a court mandate in 2016 to recover assets in aid of execution, and that mandate came nearly five years after a final judgment. By the time the Receiver unearthed information about Gupta's involvement with the Patels, another four years had elapsed.

Moreover, the trial court noted the disingenuous pattern displayed by Gupta; he concealed or omitted information until the Receiver discovered that information and presented it to the court, at which point Gupta would explain he did not think the missing information was material to the Receiver's investigation.

The trial court correctly found Gupta's material omissions were tantamount to concealment because his certifications to the court were deliberately misleading with the intent that his laundering scheme to the Patels would not be discovered. Although the court found Gupta maintained a legitimate initial privacy interest in his bank records, the court found those privacy concerns were mere pretense to his ulterior motives in concealing his true relationship with the judgment debtors. Gupta initially represented to the trial court he had loaned the defendants only \$690,000. The Receiver's investigation revealed a far more wide-ranging and continuous relationship between Gupta and the Patels from 2011 through the present. The court did not

abuse discretion in finding Gupta's deliberate failure to mention these continuous material interactions with judgment debtors occurred with the purpose to defraud the Receiver, and by extension, the court.

Moreover, Gupta did not raise sufficient disputed material facts to warrant the plenary hearing to determine his credibility. See Shaw v. Shaw, 138 N.J. Super 436, 440 (App. Div. 1976) ("[W]here, as here, the affidavits do not show the existence of a genuine issue of material fact, the trial judge need not take oral testimony, and may decide the motion without a plenary hearing."). The material facts were not disputed: Gupta omitted certain facts, and when they were discovered, he certified he did not think they were material to Receiver's investigation. A certification is a sworn statement and any directly contrary testimony given at a plenary hearing would have perjured Gupta. We affirm the trial court's award of sanctions.

Gupta also argues the trial court failed to correctly analyze the Receiver's affidavit of services pursuant to RPC 1.5(a) and Rule 4:42-9(b), arguing the Receiver's fee certifications do not meet procedural requirements because his invoices included "wholesale redactions."

Pursuant to Rule 4:42-9(b), "all applications for the allowance of fees shall be supported by an affidavit of services addressing the factors enumerated

by RPC 1.5(a)." Moreover, RPC 1.5(a) lists eight factors for the trial court to consider before entering an award of fees and costs, including:

- (1) the time and labor required, the novelty and difficulty of the questions involved, and the skill requisite to perform the legal service properly;
- (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer;
- (3) the fee customarily charged in the locality for similar legal services;
- (4) the amount involved and the results obtained;
- (5) the time limitations imposed by the client or by the circumstances;
- (6) the nature and length of the professional relationship with the client;
- (7) the experience, reputation, and ability of the lawyer or lawyers performing the services;
- (8) whether the fee is fixed or contingent.

The trial court went through each of these factors and made detailed findings. In considering factors one and six, the court found the novelty and rapid motion practice from Gupta occurred in a particularly compressed time frame, resulting in five motions and applications between September 2 and December 8, 2020. It found Gupta had retained DLA Piper, a global firm with "lawyers in more than 40 countries," and the Receiver and his firm were precluded from performing work on other matters while they engaged this one. The court found the Receiver's billable fees reasonable considering the fees customarily charged for legal services, noting the fees charged by DLA Piper in

representing Gupta were higher than the fees charged by the Receiver for similar services. Finally, after considering all of these factors, the court still reduced the Receiver's fee by approximately 24 hours, resulting in the fees and costs award of \$41,351.10.

The trial court did not abuse discretion and considered all the relevant factors contemplated by Rule 4:42-9(b) and RPC 1.5(a).

Affirmed.

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



CLERK OF THE APPELLATE DIVISION