SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-0057-20
DOCKET NO. A-0106-21

KEITH SEQUEIRA,

Plaintiff-Appellant,

v.

CHRISTOPHER RUSSO
and RITA ROBBINS,

Defendants-Respondents.

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KEITH SEQUEIRA,

Plaintiff-Appellant,

v.

CHRISTOPHER RUSSO, RITA ROBBINS, STEVEN E. MELLEN, DAVID H. FELDSTEIN, RICHARD W. WEDINGER, FREEDOM CAPITAL MANAGEMENT, LLC, TIMOTHY MAURER, AFFILIATED ADVISORS, INC., BRADLEY FISHMAN, BARRY R. TEMKIN, KATHARINE A. LECHLEITNER, and ROYAL ALLIANCE ASSOCIATES, INC.,

Defendants-Respondents.

Argued May 14, 2024 – Decided June 5, 2024

Before Judges Mayer, Enright and Paganelli.

On appeal from the Superior Court of New Jersey, Law Division, Monmouth County, Docket Nos. L-3747-17 and L-0035-21.

Keith Sequeira, appellant, argued the cause pro se.

Richard W. Wedinger argued the cause for respondent Christopher Russo in A-0057-20 (Barry McTiernan & Wedinger LLC, attorneys; Richard W. Wedinger, on the brief).

Steven E. Mellen argued the cause for respondent Rita Robbins in A-0057-20 (Winget, Spadafora & Schwartzberg, LLP, attorneys; Steven E. Mellen, on the brief).

Richard W. Wedinger argued the cause for respondents Christopher Russo and Richard W. Wedinger in A-0106-21 (Barry McTiernan & Wedinger LLC, attorneys; Richard W. Wedinger, on the brief).

Jeremy J. Zacharias argued the cause for respondents Rita Robbins, Freedom Capital Management, LLC, Timothy Maurer, Affiliated Advisors, Inc., Bradley Fishman, Barry R. Temkin, Esquire, Katharine A. Lechleitner, Esquire, and Royal Alliance Associates, Inc. in A-0106-21 (Marshall Dennehey, attorneys; Samuel E. Cohen and Jeremy J. Zacharias, on the brief).

Steven E. Mellen argued the cause for respondents Steven E. Mellen and David H. Feldstein in A-0106-21 (Winget, Spadafora & Schwartzberg, LLP, attorneys; Steven E. Mellen, on the brief).

PER CURIAM

In these back-to-back appeals, which we consolidate for the purpose of issuing a single opinion, plaintiff Keith Sequeira appeals from several orders entered by Judge Linda Grasso Jones. After a bench trial, Judge Grasso Jones ultimately dismissed plaintiff's two separate complaints with prejudice. We affirm all orders on appeal for the reasons stated by Judge Grasso Jones in her comprehensive and detailed oral and written decisions.

Because the parties are familiar with the facts, we provide a brief summary for context.

In the first appeal, Docket No. A-0057-20 (Sequeira I), plaintiff sued defendants Christopher Russo and Rita Robbins. Plaintiff and Russo were investment advisors with Freedom Capital Management, LLC (FCM), an investment advisory company. Robbins owned fifty percent of FMC. Russo worked for Robbins through broker-dealer Royal Alliance Associates, Inc. (Royal Alliance).

In 2016, plaintiff had a pending Financial Industry Regulatory Authority (FINRA)[1] case and faced suspension of his broker's license. At that time, plaintiff had a collection of client accounts as a financial advisor for FCM (book of business). Recognizing plaintiff would be unable to earn a commission from his book of business if FINRA suspended his broker's license, Robbins suggested plaintiff enter into an agreement to sell his book of business to Russo.

In an August 25, 2016 Asset Purchase Agreement (APA), Russo purchased plaintiff's book of business. The APA established a two-step process for Russo's purchase of plaintiff's accounts. The first step involved Russo purchasing twenty-five percent of plaintiff's book of business. The sale of the remaining seventy-five percent would occur upon a "trigger event." The APA defined a trigger event at plaintiff's death or FINRA's suspension of plaintiff's broker's license.

Russo and plaintiff also signed an August 25, 2016 Adjustable Promissory Note (APN), setting forth Russo's payment of the twenty-five percent portion of plaintiff's book of business, less Russo's down payment in the amount of $10,000.

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[1] We take judicial notice that FINRA works under the supervision of the Securities and Exchange Commission and regulates member brokerage firms. See N.J.R.E. 201(b)(2).

Consistent with the terms of the APA, Russo purchased twenty-five percent of plaintiff's book of business. Russo agreed to pay plaintiff $1,319.44 per month for thirty-six months from September 1, 2016, through August 1, 2019. The APA and APN (collectively, Agreement) "constitute[d] two parts of one indivisible agreement between the [p]arties."

The APN contained an adjustment provision allowing the amount due to plaintiff to increase or decrease if the Gross Dealer Concession (GDC) increased or decreased by more than ten percent or increased by any amount, and both parties gave consent.[2] In the APN, the parties agreed the value of plaintiff's book of business, as of August 24, 2016, was $122,690.66. If the GDC was less than ninety percent of $122,690.66 twelve months after the date of the APN, then Russo's payments to plaintiff could decrease. If the GDC was more than one hundred percent of $122,690.66 in the twelve months following the date of the APN, then Russo's payments to plaintiff could increase.

The APN also contained late payment and "non-waiver" provisions. The late payment provision provided "[a]ny unpaid Principal under the Note from the date of the Note shall be immediately due and payable upon written demand of [plaintiff]" if "[Russo] breaches any obligations under the Note including,

[2] The GDC is the amount of revenue or commission from a client.

without limitation, the payment when due of any amounts payable under the Note."

The non-waiver provision stated:

> [Russo] agrees that no forbearance or delay by [plaintiff] in exercising [his] rights hereunder, or in seeking any of [his] remedies hereunder, shall constitute a waiver of any right or remedy set forth in the Note. [Russo] agrees that no partial exercise of any right or remedy under the Note shall preclude any other or further exercise of any right or remedy granted under the Note, any related document or by law.

Pursuant to the Agreement, when Russo purchased twenty-five percent of plaintiff's book of business, plaintiff's client accounts were transferred to a joint representative number. This allowed plaintiff and Russo to access client account information. Plaintiff received seventy-five percent and Russo received twenty-five percent of the GDC generated from each client account.

Russo's first three monthly payments to plaintiff were to occur on September 1, October 1, and November 1, 2016. Upon receiving plaintiff's correct wire transfer information, Russo made the monthly $1,319.44 payments on September 8, September 30, and October 31, 2016.

Around the time the parties executed the APA, plaintiff sent letters to his clients, explaining his agreement with Russo was "to better serve" their

investment needs. The letter further stated plaintiff would remain the primary point of contact but included Russo's biography.

In a November 2016 email and letter, approved by FCM's compliance department, Russo gave his contact information to plaintiff's former clients. In the correspondence with plaintiff's former clients, Russo explained he planned to work with plaintiff to review client accounts and would contact the clients to discuss upcoming goals.

FINRA suspended plaintiff's license in November 2016. As a result, plaintiff resigned from FCM. The license suspension constituted a trigger event under the APA. Consequently, Russo purchased the remaining seventy-five percent of plaintiff's book of business.

In December 2016, Russo paid plaintiff $6,546.72 per month under the APA based on his owning one hundred percent of plaintiff's book of business. Initially, there were errors in the conversion of client accounts affecting payment of correct commission amounts. According to Russo's trial testimony, all client account errors were subsequently corrected.

After December 2016, several of plaintiff's former clients left FCM. The departure of those clients impacted the book of business purchased by Russo under the Agreement.

In July 2017, Russo informed plaintiff that he was decreasing the amount to be paid to plaintiff under the adjustment provision in the Agreement. In an August 11, 2017 letter, plaintiff claimed some of Russo's prior payments were late or less than the required monthly payments, Russo breached the Agreement, and owed all principal under the Agreement's acceleration clause. In a July 2017 text message and in plaintiff's August 11, 2017 letter[3] regarding Russo's reduction of his payment obligation, plaintiff never stated his refusal to consent. Rather, plaintiff challenged Russo's calculation of the amount of the payment reduction and demanded all documents supporting Russo's reduced payment calculation. In these written exchanges, plaintiff wrote, "I have repeatedly stated that we will recalculate in accordance with the Adjustment Mechanism [under the Agreement] and that recalculation will set the 'number' going forward." Plaintiff ultimately demanded Russo pay the sum of $157,122.80 due under the Agreement.

Because the GDC declined by more than ten percent in 2017, Russo further reduced his monthly payments to plaintiff. At that time, the GDC declined to sixty-six percent of the original $122,690.66 valuation under the

[3] The written exchanges between plaintiff and Russo regarding the reduction in the monthly payment obligation under the Agreement were marked as exhibits and admitted as evidence during the bench trial.

Agreement. Russo calculated the new monthly payment to be $5,415 which, according to Russo, was higher than the payment amount required under the Agreement.

Plaintiff then filed a lawsuit against Russo and Robbins. In his complaint, plaintiff alleged the following causes of action against Russo: breach of contract (counts one through seven and nine); anticipatory breach of contract (count eight); breach of the implied covenant of good faith and fair dealing (count ten); common law fraud (counts eleven and twelve); and violation of the New Jersey Consumer Fraud Act (CFA), N.J.S.A. 56:8-1 to -20 (count thirteen). As against Robbins, plaintiff alleged the following causes of action: tortious interference with contract (counts fourteen through sixteen) and violation of the CFA (count seventeen).

The parties engaged in extensive pretrial motion practice. Judge Grasso Jones partially granted motions on behalf of Russo and Robbins to dismiss certain counts in plaintiff's complaint under Rule 4:6-2(e). Specifically, the judge dismissed counts eleven and twelve (common law fraud against Russo), thirteen (CFA violation against Russo), and seventeen (CFA violation against Robbins) with prejudice. Plaintiff voluntarily withdrew his claim under count two (breach of contract).

Plaintiff continued to file motions on a variety of issues, including discovery, the entry of restraining orders, leave to file an amended complaint, and reconsideration of prior court orders. In denying plaintiff's motions, Judge Grasso Jones stated the reasons for her decision regarding each motion.

Commencing December 3, 2019, Judge Grasso Jones conducted a bench trial. The trial occurred over eleven non-consecutive days and concluded on January 23, 2020. The judge heard testimony from the following witnesses: Russo, Robbins, and plaintiff.[4]

At the close of plaintiff's case, the court granted motions for a directed verdict for defendants on counts six and seven (breach of contract against Russo) and count fourteen (tortious interference with contract against Robbins).

At the conclusion of the trial, Judge Grasso Jones issued a detailed written decision finding in favor of Robbins and Russo on all of the remaining counts of plaintiff's complaint. Judge Grasso Jones found the documentary evidence admitted during the trial corroborated Russo's credible testimony regarding the Agreement.

[4] Judge Grasso Jones thoroughly summarized the witnesses' testimony in her March 18, 2020 written decision.

On the other hand, the judge concluded plaintiff's claims were unsupported by the evidence and his testimony was not credible. Specifically, the judge found plaintiff failed to prove Russo breached the APA, mismanaged plaintiff's former accounts—leading to a loss of plaintiff's former clients from FCM—acted in bad faith in carrying out the terms of the APA, or filed a frivolous counterclaim. The judge also rejected plaintiff's unsupported claims against Robbins and explained her reasons for doing so.

Plaintiff filed a post-judgment motion for a new trial or, in the alternative, amendment of the judgment. On August 7, 2020, after hearing oral argument, Judge Grasso Jones denied plaintiff's motion. In denying the motion, Judge Grasso Jones explained plaintiff was not entitled to a "redo" of the trial simply because he was unhappy with the result. Moreover, the judge denied plaintiff's post-judgment motion because plaintiff sought to introduce additional exhibits as evidence despite not producing that evidence at trial.

Shortly after Judge Grasso Jones decided Sequeira I in favor of Russo and Robbins, plaintiff filed the complaint in Sequeira II. In Sequeira II, plaintiff alleged that Russo, Russo's attorneys, Robbins, Robbins's attorneys, Royal Alliance, Royal Alliance's attorneys, Affiliated Advisors, Inc., and Timothy Maurer conspired to prevent plaintiff from prevailing on his claims in Sequeira

I. Plaintiff alleged defendants in Sequeira II fabricated evidence, concealed documents, engaged in fraudulent concealment, and perpetrated a fraud on the court. Further, plaintiff claimed Russo committed perjury during his testimony in Sequeira I and defendants in Sequeira II aided and abetted Russo's perjured testimony.

Sequeira II was assigned to the same judge who presided over Sequeira I. Plaintiff filed a motion to recuse Judge Grasso Jones, alleging she was biased against him, failed to consider evidence, and allowed defendants in Sequeira II to conceal evidence. Judge Grasso Jones declined to recuse herself. She subsequently granted dismissal motions filed by defendants in Sequeira II and dismissed plaintiff's Sequeira II complaint with prejudice.

On appeal in Sequeira I, plaintiff argues Judge Grasso Jones erred in: (1) striking many of his document requests; (2) misinterpreting the APA in defendants' favor; (3) disregarding the untimeliness of Russo's first payment to him under the APA; (4) admitting testimony contradicting interrogatory answers; and (5) denying his motion for a new trial.

On appeal in Sequeira II, plaintiff argues Judge Grasso Jones erred in: (1) denying his recusal motion; (2) misapplying Rule 4:6-2(e) to dismiss his complaint; (3) disregarding the standards pertaining to his fraudulent

concealment and fraud upon the court claims; (4) misstating the law regarding litigation privilege as to fraudulent concealment and fraud upon the court; and (5) misapplying the entire controversy and res judicata doctrines to bar his fraud-based claims, and mistakenly finding fraud claims presented in the second case were litigated in Sequeira I.

We reject plaintiff's arguments regarding both appeals and affirm for the reasons stated by Judge Grasso Jones. We add the following comments.

We first consider plaintiff's arguments regarding the judge's discovery orders. We review a trial judge's discovery orders for abuse of discretion. Rivers v. LSC P'ship, 378 N.J. Super. 68, 80 (App. Div. 2005). Only in situations where a trial court misapplies the law or abuses its discretion will an appellate court reverse a discovery ruling. Rowe v. Bell & Gossett Co., 239 N.J. 551-52 (2019).

Here, Judge Grasso Jones found plaintiff's discovery requests were vague and unclear. However, to the extent Russo and Robbins understood plaintiff's requests, the judge directed them to respond accordingly. Similarly, Judge Grasso Jones concluded plaintiff's subpoenas seeking documents were "incredibly vague" and directed plaintiff to prepare "carefully tailored" supplemental subpoenas.

Having reviewed Judge Grasso Jones discovery rulings, we discern no abuse of discretion. To the contrary, the judge offered to work with the parties to address the outstanding discovery requests and responses to allow the parties to exchange discovery without further delay or the need for additional motion practice.

We next address plaintiff's arguments regarding the judge's interpretation of the Agreement. When construing a contract, we conduct a de novo review. Serico v. Rothberg, 234 N.J. 168, 178 (2018). To interpret a contract, we start with the plain language of the document. Barila v. Bd. of Educ. of Cliffside Park, 241 N.J. 595, 615-16 (2020). We enforce a contract based on the intent of the parties, the express terms in the contract, the circumstances surrounding the contract, and the purpose of the contract. Ibid. "[W]hen the intent of the parties is plain and the language is clear and unambiguous, a court must enforce the agreement as written, unless doing so would lead to an absurd result." Id. at 616 (quoting Quinn v. Quinn, 225 N.J. 34, 45 (2016)). Courts enforce contracts as written and may not "make a better contract for either party." Graziano v. Grant, 326 N.J. Super. 328, 342 (App. Div. 1999).

In reviewing the record, plaintiff failed to demonstrate that Judge Grasso Jones made a better contract for Russo. The judge clearly and concisely

explained her finding the Agreement unequivocally stated when and how Russo's payment obligation would be adjusted. Specifically, the judge stated plaintiff failed to prove Russo paid less than was required under the Agreement. The judge found plaintiff presented conjecture and speculation to support his claim that Russo owed him more money under the Agreement. Further, there was ample testimony to support the judge's conclusion that several of plaintiff's former clients left FCM for reasons unrelated to Russo's management of their accounts, warranting a downward adjustment under the Agreement. Based on the evidence adduced during the trial, the judge correctly concluded Russo's downward adjustment in his payment obligation to plaintiff was in accordance with the plain language of the Agreement and no consent to a change in the monthly payment was required.[5]

In non-jury cases, such as this case, "[o]ur review of a judge's findings of fact in a bench trial is limited." Mountain Hill, L.L.C. v. Twp. of Middletown,

[5] In response to plaintiff's belated effort to invoke the consent provision under the Agreement, the judge noted the Agreement placed no restriction on either party's ability to authorize a recalculation of the payment obligation based on any change in the GDC. To read the Agreement as plaintiff suggests would allow plaintiff to withhold his consent to the Adjustment Mechanism in the event the GDC lost its entire value. Such a reading would lead to "an absurd result." Barila, 241 N.J. at 616 (holding a court should not enforce the plain language of a contract where "doing so would lead to an absurd result.").

399 N.J. Super. 486, 498 (App. Div. 2008). Factual findings made by the trial judge will not be disturbed unless "they are so manifestly unsupported by or inconsistent with the competent, relevant and reasonably credible evidence as to offend the interests of justice[.]" Seidman v. Clifton Sav. Bank, S.L.A., 205 N.J. 150, 169 (2011) (alteration in original) (internal quotation marks omitted) (quoting In re Tr. Created by Agreement Dated Dec. 20, 1961, 194 N.J. 276, 284 (2008)). In contrast, "[a] trial court's interpretation of the law and the legal consequences that flow from established facts are not entitled to any special deference." Manalapan Realty, L.P. v. Twp. Comm. of Manalapan, 140 N.J. 366, 378 (1995).

Having reviewed the record, we discern nothing in the judge's determination that was unsupported by, or inconsistent with, the competent, relevant, and credible evidence adduced during the trial. Judge Grasso Jones had the opportunity to see and hear the witnesses in rendering her credibility determinations and we accord deference to her credibility findings.

We next address plaintiff's argument regarding the denial of his motion for a new trial or amendment of the judgment. We recite the well-established law regarding motions for a new trial. "The standard of review on appeal from decisions on motions for a new trial is the same as that governing the trial

judge—whether there was a miscarriage of justice under the law." Hayes v. Delamotte, 231 N.J. 373, 386 (2018) (quoting Risko v. Thompson Muller Auto. Grp., Inc., 206 N.J. 506, 522 (2011)). In evaluating a trial court's decision to grant or deny a new trial, we accord deference to the trial court's feel of the case; however, we need not provide special deference to a trial court's interpretation of the law. Id. at 386.

Here, the judge provided comprehensive reasons for the denial of plaintiff's motion for a new trial or to amend the judgment. Judge Grasso Jones explained plaintiff's submissions in support of his motion contained "random documents that were not submitted at trial." Therefore, the judge declined to consider plaintiff's newly submitted information. Moreover, Judge Grasso Jones found plaintiff's application was grounded on his dissatisfaction with her decision to dismiss the complaint and the motion was an improper attempt to "redo" the trial.

On this record, we are convinced there was no miscarriage of justice warranting a new trial. The judge's decision is amply supported by the record, and she did not abuse her discretion in denying plaintiff's motion for a new trial or to amend the judgment.

We next consider plaintiff's arguments related to the denial of his motions for reconsideration. We review a trial judge's decision to grant or deny a "motion for reconsideration for abuse of discretion." Branch v. Cream-O-Land Dairy, 244 N.J. 567, 582 (2021).

Here, plaintiff's dissatisfaction with the judge's decision to dismiss his complaint with prejudice is evident. However, plaintiff's reconsideration motions were nothing more than an improper attempt to relitigate matters previously decided by Judge Grasso Jones.

We next address plaintiff's arguments related to Judge Grasso Jones's decisions in Sequeira II. Plaintiff claims Judge Grasso Jones erred in denying his recusal motion. We disagree.

"[R]ecusal motions are 'entrusted to the sound discretion of the judge and are subject to review for abuse of discretion.'" Goldfarb v. Solimine, 460 N.J. Super. 22, 30 (App. Div. 2019) (quoting State v. McCabe, 201 N.J. 34, 45 (2010)), affirming as modified and remanding on other grounds, 245 N.J. 326 (2021). Judges must act in a way that "promotes public confidence" in the independence, integrity and impartiality of the judiciary, and must "avoid acting in a biased way or in a manner that may be perceived as partial." DeNike v. Cupo, 196 N.J. 502, 514 (2008) (emphasis removed).

After examining the record as a whole, we discern no abuse of discretion in the denial of plaintiff's recusal motion. It is clear from the record plaintiff's recusal motion was based on his dissatisfaction with the outcome of Sequeira I. There is no evidence casting doubt as to Judge Grasso Jones's impartiality and lack of bias.

We also reject plaintiff's contention that the judge erred in granting defendants' Rule 4:6-2(e) motions for dismissal of the complaint in Sequeira II.

Our review of a judge's decision on a motion to dismiss for failure to state a claim under Rule 4:6-2(e) is de novo. Baskin v. P.C. Richard & Son, LLC, 246 N.J. 157, 171 (2021) (citing Dimitrakopoulos v. Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl, P.C., 237 N.J. 91, 108 (2019)). In considering a Rule 4:6-2(e) motion, "[a] reviewing court must examine 'the legal sufficiency of the facts alleged on the face of the complaint,' giving the plaintiff the benefit of 'every reasonable inference of fact.'" Ibid. (quoting Dimitrakopoulos, 237 N.J. at 107). "The essential test [for determining the adequacy of a pleading] is simply 'whether a cause of action is "suggested" by the facts.'" Green v. Morgan Props., 215 N.J. 431, 451-52 (2013) (quoting Printing Mart-Morristown v. Sharp Elecs. Corp., 116 N.J. 739, 746 (1989)).

Here, Judge Grasso Jones issued a July 30, 2021 written decision, finding the complaint in Sequeira II set forth the same allegations decided and rejected in Sequeira I. Moreover, because plaintiff had a pending appeal from the dismissal of his complaint in Sequeira I, the judge found she lacked jurisdiction under Rule 2:9-1 to consider his reasserted allegations in Sequeira II. Further, she concluded the claims in Sequeira II were barred by the doctrine of collateral estoppel, and the entire controversy doctrine precluded plaintiff's fraud claims in Sequeira II.

We discern no abuse of discretion in Judge Grasso Jones's conclusion that she lacked jurisdiction to consider plaintiff's complaint in Sequeira II. Rule 2:9-1(a) provides "supervision and control of the proceedings on appeal or certification shall be in the appellate court from the time the appeal is taken or the notice of petition for certification is filed," except as otherwise provided by certain court rules inapplicable in this matter. Because plaintiff filed an appeal in Sequeira I, the judge could not address the identical issues reasserted by plaintiff in Sequeira II.

Nor did Judge Grasso Jones err in applying the doctrine of collateral estoppel to dismiss Sequeira II. Our review of a trial court's decision to invoke collateral estoppel is de novo. Selective Ins. Co. v. McAllister, 327 N.J. Super.

168, 173 (App. Div. 2000). Collateral estoppel prevents the re-litigation of issues formerly adjudicated and fully decided. Barker v. Brinegar, 346 N.J. Super. 558, 566 (App. Div. 2002). Judicial efficiency bars the duplication of lawsuits with the same issues, the same parties, and the same witnesses. Cogdell v. Hosp. Ctr. at Orange, 116 N.J. 7, 26 (1989); see also State v. Gonzalez, 75 N.J. 181, 186 (1977) (stating that collateral estoppel prevents re-litigation of issue decided in previous action). In applying collateral estoppel, the court must conclude that the issues are identical to the ones presented in the prior proceedings, were actually litigated in the prior proceeding, and resolved in a final judgment. Olivieri v. Y.M.F. Carpet, Inc., 186 N.J. 511, 521 (2006). Further, the issues raised in the new complaint must have been essential to the earlier proceeding and the party against whom collateral estoppel is asserted must have been a party in the prior proceeding or in privity with such a party. Ibid.

Additionally, on this record, the entire controversy doctrine barred plaintiff's fraud claims in Sequeira II. The entire controversy doctrine is "an equitable doctrine whose application is left to judicial discretion based on the factual circumstances of individual cases." Dimitrakopoulos, 237 N.J. at 114 (quoting Highland Lakes Country Club & Cmty. Ass'n v. Nicastro, 201 N.J. 123,

125 (2009)). "Th[e] doctrine 'embodies the principle that the adjudication of a legal controversy should occur in one litigation in only one court; accordingly, all parties involved in a litigation should at the very least present in that proceeding all of their claims and defenses that are related to the underlying controversy.'" Wadeer v. N.J. Mfrs. Ins. Co., 220 N.J. 591, 605 (2015) (quoting Highland Lakes Country Club, 201 N.J. at 125). The doctrine applies when the claims of all parties arise out of the same common string of facts or circumstances. Ibid. The underlying principle of the doctrine is to promote "[j]udicial economy and efficiency." Cogdell, 116 N.J. at 23.

Plaintiff raised his fraud and perjury claims in his motion for a new trial in Sequeira I. Judge Grasso Jones denied that motion in its entirety. Additionally, she specifically found Russo did not commit perjury when testifying in Sequeira I. To allow plaintiff to raise fraud and perjury claims based on his dissatisfaction with the judge's decisions in Sequeira I would undermine the entire controversy doctrine's purpose of promoting judicial economy and efficiency.

The issues in Sequeira II were addressed and resolved by Judge Grasso Jones in Sequeira I. Having reviewed the record in Sequeira I and Sequeira II, we are satisfied the allegations raised by plaintiff in Sequeira II mirror the claims

raised in Sequeira I. The allegations in Sequeira II arise from the very same unsupported and unsubstantiated allegations rejected by the judge in Sequeira I.

Lastly, we agree with Judge Grasso Jones that the litigation privilege barred plaintiff's claims against the attorney defendants. The litigation privilege "extends to all statements made in connection with judicial proceedings." Peterson v. Ballard, 292 N.J. Super. 575, 581 (App. Div. 1996). Plaintiff's allegations against the attorney defendants in Sequeira II relate to counsels' defending the issues litigated in Sequeira I. Thus, plaintiff's claims against these defendants are barred under the litigation privilege.

To the extent we have not addressed any arguments raised by plaintiff, the arguments lack sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.