SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-3212-22

GERGES ABOU-RJAILI,

Plaintiff-Appellant,

v.

MICHAEL LOPEZ and
MATTHEW LOPEZ,

Defendants-Respondents.

Submitted May 21, 2024 – Decided June 7, 2024

Before Judges Paganelli and Whipple.

On appeal from the Superior Court of New Jersey, Law Division, Bergen County, Docket No. L-6450-22.

Vladimir Istomin, attorney for appellant.

Koch, Koch, Bennett and Buono, LLC, attorneys for respondents (Samuel Brodie, on the brief).

PER CURIAM

Counsel for plaintiff Gerges Abou-Rjaili (Counsel) appeals from a May 30, 2023 order requiring him to pay sanctions and defendants Michael and

Matthew Lopez's attorney's fees and disbursements, pursuant to Rule 1:4-8, and a June 23, 2023 order denying reconsideration of the May 30, 2023 order and setting the attorney's fees and expenses amount at $4,211. We affirm.

We glean the facts and procedural history from the motion record. In November 2017, Gerges Abou-Rjaili (Landlord)[1] and Cheryl and Marcio Damasio (Tenant(s)) signed a Residential Lease Agreement (Lease). In pertinent part, the Lease provided:

> 2. Authorized Persons to Live with the Tenant in the Premises for the term of the Lease: Only the following below persons (hereinafter referred to as the Occupants) are authorized to live with the Tenant and occupy [t]he [p]remises:
>
> *Michael Lopez
> *Matthew Lopez
>
> . . . .
>
> 9. Rent Amount: The [r]ent [a]mount . . . will be payable by the Tenant to the Landlord . . . . If the rent agreed upon in the Lease has not been paid . . . the Landlord . . . shall automatically and immediately have the right to take out a Dispossessory Warrant and have the Tenant, its Occupants and possessions, evicted from the premises. Tenant agrees to pay all related costs such as lawyer fees, court fees, and parking and transportation fees.

[1] The Lease also references Helene Abou-Rjaili as a Landlord but she was not named as a plaintiff in the complaint.

10. Additional Rent: Landlord may perform any obligations under this Lease which are Tenant's responsibility and which Tenant fails to perform. The cost to the Landlord for such performance may be charged to Tenant as "additional rent" . . . .

11. Rent Payment Method: Tenant can pay the rent agreed upon in the Lease to Landlord with either money order, personal check or by direct deposit . . . .

. . . .

20. Conduct of the Tenant and Use of the Premises:

. . . .

*In the event that [L]andlord files a tenancy action against the [T]enant because of a breach in any of the terms of the [L]ease or for non-payment of rent, then [L]andlord will be entitled to attorney fees plus all court costs and constable fees. This amount will be considered as additional rent.

. . . .

21. Other Provisions:

*At no time shall [T]enant be allowed to use rent security towards the payment of rent. At the time of any rent increase, [T]enant shall pay to the [L]andlord all monies necessary to keep the security deposit account at a full 100% of the current month's rent.

. . . .

> 23. Signature: By signing this Lease, Tenant and Landlord agree to bind to, and comply with the terms and conditions.

Only Landlord and Tenants signed the Lease.

In December 2020, Counsel served a seven-day notice to quit upon Tenants. The notice advised Tenants the Lease was terminated for, among several reasons, their failure to pay rent.

In December 2022, Counsel filed a four-count complaint against Occupants alleging: (1) breach of contract; (2) promissory estoppel; (3) unjust enrichment; and (4) a claim for attorney's fees. The complaint sought the "full amount of unpaid rent" and alleged, in relevant part, the following facts:

> PARTIES
>
> 1. At all relevant times[,] . . . [Landlord] rented [the] premises to [Occupants].
>
> . . . .
>
> ALLEGATIONS COMMON TO ALL COUNTS
>
> 4. [Landlord] is the owner of the . . . premises and entered into [the Lease] with . . . [T]enants . . . MICHAEL LOPEZ and MATTHEW LOPEZ . . . were listed as occupants
>
> . . . .
>
> 5. According to paragraph [eight] of the [L]ease, after [L]ease termination all tenants and occupants [we]re

obligated to vacate the [p]remises immediately after the expiration of the Lease. However, . . . [O]ccupants refused to vacate the [p]remises and refused to pay their rent in a clear breach of contract and remain[ed] on the premises against . . . [L]andlord's will and without paying anything at all.

. . . .

6. . . . [O]ccupants failed to pay their rent as agreed to in the [Lease], and a notice to quit and lease termination w[ere] mailed to . . . [O]ccupants on [December 26, 2020].[2]

. . . .

8. On Dec[ember] 26, 2020, a notice to quit and a Lease Termination Notice were mailed . . . to the [p]remise[s] address. This notice [was binding on O]ccupants . . . to evacuate immediately after the Lease expiration. [Occupants] refused to vacate the property or to pay the due rent and therefore [were] responsible to pay for the cost of breaching the contract and staying on the premises without paying anything at all.

9. . . . [O]ccupants stop[ped] paying rent when they had the funds to pay their rental obligations[] . . . .

. . . .

11. This dispute over unpaid rent goes back even before 2020, as . . . [O]ccupants ha[d] a history of not

[2] Our review of the 2020 Notice to Quit reveals it was addressed to Tenants and not Occupants.

> paying their rent, and . . . [L]andlord once obtained a judgment of possession against them[] . . . .[3]
>
> 12. . . . [O]ccupants were acting in bad faith and were threatening . . . Landlord with bankruptcy . . . .[4]
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> 13. . . . [O]ccupants acted in bad faith to avoid eviction and deceived the court by filing multiple frivolous DCA self-certifications stating they applied for housing assistance when in fact they never did. . . .[5]
>
> 14. [Occupants we]re working-age adults who were listed in the [Lease] as occupants and received the full benefit of living in th[e] property and should be jointly and equally liable for the rent obligations as the principal renters and for refusing to vacate the apartment after the [L]ease expiration. . . .

According to the Affidavit of Service, Occupants were personally served with a summons and complaint on December 11, 2022. Personal service was effectuated by leaving a copy of the papers with "Ms. Lopez—a competent household [m]ember." Occupants claimed they were never served and did not

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[3] Our review of the judgment reveals it was entered against Tenant, Cheryl Damasio, and not Occupants.

[4] Our review of the exhibit reveals Tenants suggested bankruptcy and not Occupants.

[5] Our review of the Department of Community Affairs (DCA) correspondence reveals it was emailed to Tenant, Marcio Damasio, and not Occupants.

enter an appearance. Counsel filed a motion to enter default judgment against Occupants.

On March 22, 2023, Occupants' attorney served Counsel with a letter stating after their review of "your [c]omplaint and [m]otion for entry of [d]efault [j]udgment . . . [they] found both to be deficient and frivolous."

In part, the letter stated:

> Your [m]otion and [c]omplaint are frivolous in violation of R[ule] 1:4-8 as your claims therein are not warranted by existing law or by non-frivolous argument for the extension, modification or reversal of existing law or establishment of new law. Specifically, you have alleged claims for breach of contract when no contract between the parties exists, you have alleged claims of promissory estoppel when no promises were exchanged between the parties, you have alleged claims for unjust enrichment when no unjust enrichment exists, and finally you have alleged claims for attorney's fees without any legal authority to support that demand. Simply stated, you . . . do not have the legal rights to file a suit against [Occupants] regarding a [Lease] that they were not parties to, did not sign off on, and did not ever agree to. Furthermore, your [c]omplaint and [m]otion are believed to simply serve to harass and cause unnecessary costs for litigation in violation of R[ules] 1:4-8 [and] 1:5-2.
>
> Therefore, demand is hereby made upon you to withdraw the [c]omplaint and [m]otion immediately. Typically, we would allow for a timeframe of twenty[-]eight (28) days from receipt of this notice to dismiss this action and withdraw your [c]omplaint and [m]otion. However, since the subject of the potential

> application for sanctions is a motion whose return date precedes the expiration of the [twenty-eight]-day period, you now have two options as follows:
>
> 1. Either consenting to an adjournment of the return date; or
>
> 2. Waiving the balance of the [twenty-eight]-day period then remaining.
>
> Please note that a movant who does not request an adjournment of the return date shall be deemed to have elected the waiver as detailed in R[ule] 1:4-8. . . . [W]e will not hesitate to proceed with a [m]otion for sanctions against you seeking recovery of any and all attorney's fees incurred as a result.

In response, Counsel stated he disagreed the complaint was frivolous. He asserted Occupants "defrauded [Landlord] and were unjustly enriched by . . . living rent-free . . . for several years."

On March 29, 2023, Occupants filed a motion to vacate default and a cross-motion to dismiss the complaint for failure to state a claim upon which relief could be granted. On April 11, 2023, the court heard oral argument on Landlord's motion to enter default judgment and Occupants' motions to vacate default and dismiss the complaint. The judge denied the motion for the entry of a default judgment concluding "default ha[d] not been entered in accordance with Rule 4:43-1, which must precede an application for judgment and

defendants raise[d] a bona fide challenge to service of process." Since default had never been entered, the judge denied as moot Occupants' motion to vacate default.

In addition, the judge granted Occupants' motion to dismiss the complaint. The judge applied the rules of court and case law to each count of the complaint and found the complaint failed to state a claim upon which relief could be granted against Occupants. The judge dismissed the complaint without prejudice, allowing Landlord the opportunity to "articulate a claim that [could] overcome[] the deficiencies." The judge stated she was "frankly not sure . . . that there [wa]s a legal theory that would support liability on the part of" Occupants.

Thereafter, Occupants' attorney emailed Counsel to settle alleged claims for sanctions and fees under Rule 1:4-8, in lieu of filing a motion for same. In response, Counsel stated "[g]o ahead and file it." After further email dialogue between the attorneys, Counsel stated, "I will countersue for malicious prosecution and file the complaints with the Bar against you . . . for colluding with clients to commit fraud." In addition, Counsel stated:

> [y]ou could explain your side of the story to the Bar ethical committee. . . . [Y]ou are a disgrace to the BAR and assisting clients in fraud. I have plenty of evidence to initiate a professional conduct complaint. Please

> kindly do[not] waste my time, file whatever you want, but I will respond.

On May 1, 2023, Occupants filed a motion for sanctions and attorney's fees under Rule 1:4-8. In her written opinion accompanying the May 30, 2023 order granting the relief, the judge explained her reasoning in both respects.[6] As to attorney's fees, the judge found Counsel's complaint was "clearly deficient." She stated Counsel "should have known that there were no facts to support a contract claim upon examination of the rental agreement that did not contain [Occupants]' signatures." Moreover, she determined "[e]ven the quasi-contractual claims of unjust enrichment and promissory estoppel were unfounded because the pleadings relied on the same non-existent signatures." The judge concluded the "pleadings were not based in facts supported by evidence," and "[w]hen given the opportunity to withdraw the pleading to avoid

[6] The judge determined "[t]he use of . . . unfounded threats merit[ed] a penalty beyond reasonable attorney's fees." The judge ordered Counsel to pay "$1,500 into court . . . as penalty for the improper, abusive, and unfounded threats to institute disciplinary proceedings against" Occupants' attorney. Counsel has not briefed that part of the judge's order; therefore it is considered waived. "An issue that is not briefed is deemed waived upon appeal." N.J. Dep't of Envtl. Prot. v. Alloway Twp., 438 N.J. Super. 501, 505 n.2 (App. Div. 2015) (citing Fantis Foods v. N. River Ins. Co., 332 N.J. Super. 250, 266-67 (App. Div. 2000); Pressler & Verniero, Current N.J. Court Rules, cmt. 4 on R. 2:6-2 (2015)).

sanctions, [Counsel] did not do so, despite it being clear and his subsequent admission that the claims had no basis."

Counsel filed a motion for reconsideration of the May 30, 2023 order. In her June 23, 2023 decision, the judge denied the motion, concluding Counsel "failed to meet . . . the threshold requirement of demonstrating that the [May 23, 2023] order was incorrect or that the interest of justice compel[led] its vacat[ur]."

In addition, the judge evaluated Occupants' Rule 1:4-8 attorney's fees application using the "lodestar"—"number of hours reasonably expended by the successful party's counsel in the litigation, multiplied by a reasonable hourly rate." She concluded "all of the work listed [was] reasonable and necessary for representation of [Occupants] . . . and the amount of time spent [was] reasonable and not excessive." The judge stated, "[a]ll of the time spent on the case could have been avoided if [Counsel] had acknowledged that the complaint did not state a proper cause of action against" Occupants. Moreover, she concluded the rate was reasonable. In addition, the judge determined the disbursements were reasonable and should be reimbursed. The judge ordered Counsel to pay an attorney's fee award of $4,211.

On appeal, Counsel argues the judge erred in granting the May 23, 2023 order and in denying reconsideration and awarding attorney's fees in the June 23, 2023 order because: (1) Landlord's claims of unjust enrichment, quantum meruit, and promissory estoppel were made in good faith;[7] (2) the doctrine of unclean hands barred Occupants from seeking any legal fees or sanctions; (3) Occupants' attorneys "engaged in assisting their clients with fraud," and Occupants "benefitted from [the fraud] by remaining in the apartment"; (4) the judge allowed Occupants to file untimely motions; (5) the judge improperly evaluated the attorney's fee certification; (6) the judge "wrongfully took the position that the service of [Occupants] was done in bad faith"; and (7) the judge "wrongfully took the position that the motion to enter default was brought in bad faith." We disagree.

We begin our discussion with a review of the principles governing our analysis. Rule 1:4-8(a) provides:

> The signature of an attorney . . . constitutes a certificate that the signatory has read the pleading, written motion

[7] Our review of Landlord's complaint does not reveal an allegation of, or count, for quantum meruit. Further, the judge did not invoke the doctrine in her decision. In the April 11, 2023 oral argument, the judge merely mentioned the argument was "similar to a quantum meruit, right" and Counsel stated he was asking for "unjust enrichment quantum meruit." Since the doctrine was not pled it could not have been part of a frivolous complaint. Therefore, we decline to consider the argument here.

or other paper. By signing, filing or advocating a pleading, written motion, or other paper, an attorney . . . certifies that to the best of his or her knowledge, information, and belief, formed after an inquiry reasonable under the circumstances:

> (1) the paper is not being presented for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation;
>
> (2) the claims, defenses, and other legal contentions therein are warranted by existing law or by a non-frivolous argument for the extension, modification, or reversal of existing law or the establishment of new law;
>
> (3) the factual allegations have evidentiary support or, as to specifically identified allegations, they are either likely to have evidentiary support or they will be withdrawn or corrected if reasonable opportunity for further investigation or discovery indicates insufficient evidentiary support; and
>
> (4) the denials of factual allegations are warranted on the evidence or, as to specifically identified denials, they are reasonably based on a lack of information or belief or they will be withdrawn or corrected if a reasonable opportunity for further investigation or discovery indicates insufficient evidentiary support.

"Subsection (b) of Rule 1:4-8 prescribes the procedure for seeking sanctions against an attorney . . . who files a frivolous 'pleading, written motion, or other paper.'" Toll Bros., Inc. v. Twp. of W. Windsor, 190 N.J. 61, 69 (2007). Subsection (b) provides:

> An application for sanctions under this rule shall be by motion made separately from other applications and shall describe the specific conduct alleged to have violated this rule. No such motion shall be filed unless it includes a certification that the applicant served written notice and demand pursuant to R[ule] 1:5-2 to the attorney . . . who signed or filed the paper objected to. The certification shall have annexed a copy of that notice and demand, which shall (i) state that the paper is believed to violate the provisions of this rule, (ii) set forth the basis for that belief with specificity, (iii) include a demand that the paper be withdrawn, and (iv) give notice, except as otherwise provided herein, that an application for sanctions will be made within a reasonable time thereafter if the offending paper is not withdrawn within [twenty-eight] days of service of the written demand.
>
> [R. 1:4-8(b)(1).]

"The written notice and demand serves as a warning that the litigant will apply for sanctions 'if the offending paper is not withdrawn within [twenty-eight] days of service of the written demand.'" Toll Bros. Inc., 190 N.J. at 69 (quoting R. 1:4-8(b)(1)).

"[A] pleading will not be considered frivolous for the purpose of imposing sanctions under Rule 1:4-8 unless the pleading as a whole is frivolous." Bove v. AkPharma Inc., 460 N.J. Super. 123, 155 (App. Div. 2019). "Moreover, sanctions are not warranted if an attorney has a reasonable and good faith belief in the claims being asserted." Ibid.

"In reviewing the award of sanctions pursuant to Rule 1:4-8, we apply an abuse of discretion standard." United Hearts, LLC v. Zahabian, 407 N.J. Super. 379, 390 (App. Div. 2009) (citing Masone v. Levine, 382 N.J. Super. 181, 193 (App. Div. 2005)). "An 'abuse of discretion is demonstrated if the discretionary act was not premised upon consideration of all relevant factors, was based upon consideration of irrelevant or inappropriate factors, or amounts to a clear error of judgment.'" Ibid. (quoting Masone, 382 N.J. Super. at 193).

Here, applying these well-established principles we discern no abuse in the judge's exercise of discretion in concluding Counsel's filing of the complaint, and unwillingness to withdraw the complaint after receiving the notice, was frivolous and warranted the sanction of paying Occupants' attorney's fees.

Initially, we address an issue not raised in Counsel's brief.[8] The complaint alleged breach of contract. According to the complaint, Landlord and Occupants "entered into a valid and enforceable contract" and "[b]y failing to make rental payments as agreed to in the Lease" and "failing to vacate the premises after receiving the notice to quit," Occupants "breached the contract with" Landlord.

"A written contract is formed when there is a 'meeting of the minds' between the parties evidenced by a written offer and an unconditional, written acceptance." Morton v. 4 Orchard Land Trust, 180 N.J. 118, 129-30 (2004) (quoting Johnson & Johnson v. Charmley Drug Co., 11 N.J. 526, 538-39 (1953)). Here, there was no "meeting of the minds" between Landlord and Occupants, and no "unconditional, written acceptance"—Occupants never signed the Lease.

The judge concluded the complaint was "clearly deficient" because Counsel "should have known that there were no facts to support a contract claim upon examination of the [Lease] that did not contain [Occupants'] signatures."

We are convinced the judge did not abuse her discretion in finding the allegation of a breach of contract was frivolous under Rule 1:4-8. A simple

[8] While an issue not briefed is deemed waived, Alloway Twp., 438 N.J. Super. at 505, we nonetheless address the breach of contract allegation for completeness.

reading of the Lease would have revealed to Counsel that there was no contract between Landlord and Occupants.

"[U]njust enrichment [is] quasi-contractual in nature." Insulation Contracting & Supply v. Kravco, Inc., 209 N.J. Super. 367, 376 n.4 (App. Div. 1986) (citing Van Orman v. Am. Ins. Co., 680 F.2d 301, 311 (3d Cir. 1982)). "A 'quasi-contract' is created by law, for reasons of justice without regard to the expressions of assent by either words or acts." Id. at 376. "Contracts implied by law, more properly described as [q]uasi[-] or constructive[-]contracts, are a class of obligations which are imposed or created by law without regard to the assent of the party bound, on the ground that they are dictated by reason and justice." Callano v. Oakwood Park Homes Corp., 91 N.J. Super. 105, 108 (App. Div. 1966). Indeed, quasi-contracts are

> a legal fiction and are not contract obligations at all in the true sense, for there is no agreement; but they are clothed with the semblance of contract for the purpose of the remedy, and the obligation arises not from consent, as in the case of true contracts, but from the law or natural equity.
>
> [Ibid.]

"To establish unjust enrichment, a plaintiff must show both that [the] defendant received a benefit and that retention of that benefit without payment would be unjust." VGR Corp. v. GKN Realty Corp., 135 N.J. 539, 554 (1994)

(citing Assocs. Com. Corp. v. Wallia, 211 N.J. Super. 231, 243 (App. Div. 1986); Callano, 91 N.J. Super at 109; Russell-Stanley Corp. v. Plant Indus., Inc., 250 N.J. Super. 478, 510 (Ch. Div. 1991)). "The unjust enrichment doctrine requires that [a] plaintiff show that it expected remuneration from the defendant at the time it performed or conferred a benefit on [the] defendant and that the failure of remuneration enriched [the] defendant beyond its contractual rights." Ibid.

Here the complaint alleged:

> [Occupants] received the definite benefit of living rent-free for more than three years in [Landlord's] apartment and continue[d] to receive this benefit at the time of th[e complaint]. . . . [Occupants] were unjustly enriched . . . at the time of th[e] complaint. At the same time, . . . [L]andlord suffered substantial and unjust losses by not being able to rent th[e] property and [in]curring property expenses such as taxes, maintenance, and legal fees.

Counsel argues Landlord's unjust enrichment claim "ha[d] merit[] because . . . [Occupants] received the benefit of occupying the property rent-free, and this was unjust enrichment because . . . [L]andlord was deprived of the use of his property while paying the real estate taxes and other related expenses."

However, Counsel's argument fails to recognize Landlord could not have expected rental payments from Occupants because under the Lease only Tenants

were required to pay rent. Moreover, Occupants' failure to pay rent did not confer a benefit on them or enrich them beyond their contractual rights because they did not sign the Lease and had no obligation thereunder to pay rent.

Therefore, we are convinced the judge did not abuse her discretion in finding the allegation of unjust enrichment was frivolous under Rule 1:4-8. A simple reading of the Lease would have revealed to Counsel that Occupants had no obligation to pay rent.

"The doctrine of promissory estoppel is well-established in New Jersey." Pop's Cones, Inc. v. Resorts Int'l Hotel, Inc., 307 N.J. Super. 461, 468 (App. Div. 1998) (citing Malaker Corp. Stockholders Protective Comm. v. First Jersey Nat'l Bank, 163 N.J. Super. 463, 479 (App. Div. 1978)). "The essential justification for the doctrine of promissory estoppel is the avoidance of substantial hardship or injustice were [a] promise not to be enforced." Malaker Corp., 163 N.J. Super. at 484.

"Promissory estoppel is made up of four elements: (1) a clear and definite promise; (2) made with the expectation that the promisee will rely on it; (3) reasonable reliance; and (4) definite and substantial detriment." Toll Bros., Inc. v. Bd. of Chosen Freeholders of Burlington, 194 N.J. 223, 253 (2008) (citing Lobiondo v. O'Callaghan, 357 N.J. Super. 488, 499 (App. Div. 2003)).

Here, the complaint alleged:

> [Landlord] had a clear and definite promise from . . . [O]ccupants to pay for the rent obligations, and in reliance on th[e] promise, he rented his apartment to . . . [O]ccupants. The reliance was very reasonable because . . . [O]ccupants appeared to have all the intentions to pay the rent as they signed the lease agreement. After . . . [O]ccupants stopped paying their rent, . . . [L]andlord suffered a substantial detriment of the unpaid rent . . . at the time of th[e] complaint. . . . [L]andlord continue[d] to suffer the detriment because . . . [O]ccupants refuse[d] to move out or pay their rent.
>
> . . . [O]ccupants no longer ha[d] a valid contract but they still occup[ied] the premises without any authorization.
>
> [(emphasis added).]

Counsel argues Landlord's promissory estoppel claim "ha[d] merit[] . . . because there was a lease in the past which was a promise to pay rent and [Landlord] suffered detriment by being deprived of the use of his property." However, Counsel's argument fails to recognize Occupants never: (1) made a promise to pay rent; (2) rented the apartment; or (3) signed the lease. Instead, Occupants were merely listed in the Lease—"authorized to live with the Tenant[s] and occupy the [p]remises." The promise Counsel asserted as the foundation for Landlord's promissory estoppel claim was made by Tenants and not Occupants.

Therefore, we are convinced the judge did not abuse her discretion in finding the allegation of promissory estoppel was frivolous under Rule 1:4-8. A simple reading of the Lease could have revealed to Counsel that Occupants never made a promise to pay rent and did not sign the Lease.

"New Jersey generally follows the 'American Rule,' under which a prevailing party cannot recover attorney's fees from the loser." Mason v. City of Hoboken, 196 N.J. 51, 70 (2008) (citing Rendine v. Pantzer, 141 N.J. 292, 322 (1995)). "Fees may be awarded, however, when a statute, court rule, or contractual agreement provides for them." Ibid.

Here, the complaint alleged:

> [Landlord] should [have] be[en] compensated for reasonable attorney's fees and costs of the suit[] because the malicious breach of agreement by . . . [Occupants] thrust[] . . . [Landlord] into th[e] expensive litigation and . . . [Occupants] [we]re in [ar]rear[s] for more than three years while they ha[d] the capacity [to] pay[] . . . rent.

The complaint failed to assert grounds for Landlord's pursuit of attorney's fees against Occupants. We note the Lease provided Tenants would be responsible under certain circumstances for Landlord's attorney's fees, but those circumstances were inapplicable to Occupants who never signed the Lease.

To the extent we have not specifically addressed any of Counsel's remaining contentions, we conclude they lack sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Affirmed.